REGULAR MEETING
NORTHWEST-PROGRESSO-FLAGLER HEIGHTS REDEVELOPMENT ADVISORY BOARD

July 12, 2022 - 3:00 PM

City Hall – 8th Floor Conference Room

100 North Andrews Avenue
Fort Lauderdale, Fl. 33301

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i.	Call to Order/Roll Call Quorum	Dylan Lagi Vice-Chair
ii.	Approval of Minutes □ 5.10.2022 Minutes	NPF CRA Board
iii.	FY 2023 Budget Recommendation	Vanessa Martin CRA Business Manager
iv.	RFP Solicitation #12642-925 – Purchase and Development of CRA Property – Acceptance of the Ranking of the RFP Evaluation Committee and Recommendation to Negotiate a Development Agreement with the Top Ranker Proposer for Approval by the CRA Board	CRA Staff
v.	Funding Request – Optimal Health Pharmacy 1409 NW 6th Street, Fort Lauderdale, FL 33311 $293,000 Property and Business Improvement Program	CRA Staff
vi.	Funding Request – Food Friends Restaurant and Catering 1310 NW 6th Street, Fort Lauderdale, FL 33311 $1,125,000 Development Incentive Program	CRA Staff
vii.	Communication to CRA Board of Commissioners	NPF CRA Board
viii.	Old/New Business	
ix.	Public Comments	
x.	Adjournment	

THE NEXT REGULAR NPF-CRA MEETING WILL BE HELD, **Tuesday, August 9, 2022.**

Purpose: To review the Plan for the NPFCRA and recommend any changes to the Plan. To make recommendations regarding the exercise of the City Commission's powers as a community redevelopment agency in order to implement the Plan and carry out and effectuate the purposes and provisions of Chapter 61-2165, Laws of Florida and Section 163.330 through 163.450, Florida Statutes in the NPFCRA. To receive input from members of the public interested in redevelopment of the NPFCRA and to report such information to the City Commission.

Note: If any person decides to appeal any decision made with respect to any matter considered at this public meeting or hearing, he/she will need a record of the proceedings and for such purpose he/she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. Anyone needing auxiliary services to assist in participating at the meeting should contact the City Clerk at (954) 828-5002 two days prior to the meeting.

Note: *Advisory Board members are required to disclose any conflict of interest that may exist with any agenda item prior to the item being discussed.*

Note: *Advisory Board members should disclose any discussions or site visits to any project that come before the Advisory Board for a recommendation.*

Note: *Two or more Fort Lauderdale City Commissioners or Members of a City of Fort Lauderdale Advisory Board may be in attendance at this meeting.*

CITY OF FORT LAUDERDALE

DRAFT

REGULAR MEETING MINUTES
NORTHWEST-PROGRESSO-FLAGLER HEIGHTS REDEVELOPMENT ADVISORY BOARD
CITY OF FORT LAUDERDALE
MAY 10, 2022 – 3:00 P.M.
FORT LAUDERDALE, FLORIDA

		Cumulative Attendance June 2021-May 2022	
Board Members	**Attendance**	**Present**	**Absent**
Rhoda Glasco Foderingham, Chair	P	8	1
Dylan Lagi, Vice Chair	P	8	1
Leann Barber	A	6	3
Sonya Burrows	P	9	0
Kenneth Calhoun	P	1	0
Lisa Crawford	P	9	0
John Hooper	A	7	2
Michael Lewin [arrived 3:09]	P	7	2
Steffen Lue	P	7	2
Lorraine Mizell	A	7	2
Christopher Murphy	P	7	2
Alfredo Olvera	P	6	0
John Quailey	P	7	2

Staff
Lizeth DeTorres, Sr. Administrative Assistant
Clarence Woods, III, NPF CRA Manager
Vanessa Martin, NPFCRA Business Manager
Corey Ritchie, CRA Project Manager
Tom Green, Senior Project Manager, Parks and Recreation
Jamie Opperlee, Prototype Inc. Recording Secretary

Public
Beverly Chambers, Historic Dorsey Riverbend

Currently there are 12 appointed members on the Board, which means eight (7) would constitute a quorum.

I. Call to Order/Roll Call Chair Foderingham

Chair Foderingham called the meeting to order at 3:01 p.m. and roll was called.

II. Approval of Minutes NPF CRA Board

- March 8, 2022 Minutes

Motion by Mr. Olvera, seconded by Mr. Lue, to approve the minutes of March 8, 2022. In a voice vote, the motion passed unanimously.

III. Project Funding Update Vanessa Martin

Ms. Martin reported there were no major changes to report. She would provide an update with new milestones at the next meeting.

Mr. Murphy asked about the items that said, "No response, vendor will be notified." Ms. Martin said they had received no invoices from the vendors for the completed projects. Mr. Lagi recalled this had been a walk-on item for All Aboard Florida years ago. Mr. Woods stated there were things the vendor had not yet done in order to receive the funds. The City was trying to determine if they could pull the funds back. The vendor could come to the CRA Board of Commissioners to request the conditions be waived. This was land given to All Aboard Florida/Brightline by the City that was supposed to be streetscaping and parking and Mr. Woods said they now intended to develop the land, which was against the agreement.

Mr. Lewin arrived at 3:09.

Ms. Martin stated they had approximately $4 million, but Mr. Woods said there were enough projects in the pipeline to use all that funding.

Chair Foderingham asked the status of the single-family housing project. Mr. Woods said three of the contractors had closed on all their land, representing approximately 15 houses. The other two contractors were in different stages of the pre-development process.

IV. Funding for Carter Park Multipurpose Building Tom Green

Mr. Green provided a Power Point presentation, a copy of which is attached to these minutes for the public record. He asked the Board to approve moving the Northwest Progresso CRA funds for the Senior Community Center to the City's Parks bond project for Carter Park. He stated costs would still be tracked and spent separately but the projects would be combined under one project number, making accounting and project management easier.

Enrique Sancez, Parks and Recreation Deputy Director, anticipated the park project would be completed in spring 2024. He said moving the funds would allow them to build one large community center with a gymnasium, basketball courts, a senior activity center and other functions under one roof. He said this would allow more greenspace for outdoor programming. Mr. Sanchez stated there would also be multipurpose rooms that residents could rent for community use and events.

Motion by Ms. Crawford, seconded by Mr. Lewin, to transfer the funds from the Northwest CRA Senior Senter project to the City's Parks Bond project for Carter Park. In a voice vote, the motion passed unanimously.

V. Communication to CRA Board of Commissioners NPF CRA Staff

None

VI. Old/New Business

Board members discussed their recent joint workshop meeting with the City Commission.

Mr. Calhoun asked about clawing back funds from approved projects that were never started. Mr. Woods said they had notified the MARGLIP project that the funds were going to be taken back. They were in the process of reaching out to everyone on the list of "Assigned But Not Started" and of creating milestones and dates for meeting those milestones, or the funds would be pulled. He said they had always been doing this, they were just making the process more uniform now.

Mr. Lue asked if anyone was following up on projects that promised to create local jobs to ensure they actually did. Mr. Woods stated that staff person had left recently and they were seeking a new person. He said they had changed the focus to require every project to have a community benefit. Mr. Woods said they would still ask them to hire from the neighborhood, but they would now ask the projects to give back funds that the CRA would use for community benefits.

Beverly Chambers, Historical Dorsey Riverbend, wanted the CRA to claw back money when an applicant did not fulfill promises about hiring. Mr. Woods said in the past, there was no agreement to allow the CRA to claw back funds. He noted they did not have the staff to monitor compliance regarding hiring. Ms. Chambers said community members had indicated they had inquired about employment and not received any response. Chair Foderingham suggested Ms. Chambers speak with Mr. Woods to see if there a method to get the result the HOA desired, even if the HOA would do some of the legwork. Chair Foderingham said the HOA and CRA may want to touch base with the Urban League.

Mr. Murphy recalled that when he worked on CRA projects in Liberty City, there was a cover sheet for all requests that included questions about how many jobs would be created and how many would be local. Mr. Woods said he had run the Overtown CRA

and he had instituted monitoring and compliance, which included providing the CRA with payroll and employee information.

Mr. Lue wanted to set aside some funds for an Expungement Fair to help individuals living on the corridor. Chair Foderingham said the TJ Reddick Association of the Florida Bar had done this recently and this should be coordinated through the Florida Bar and perhaps the Urban League. Mr. Woods said this would be a good use of funds they received up front from developments.

Chair Foderingham announced the opening of the YMCA on May 20 from 6PM until 10 PM, along with Finally Friday. Mr. Woods said the ribbon cutting was at 8:30 AM on May 20 and the Board was invited.

VII. Public Comments

None

VIII. Adjournment

There being no further business to come before the Board at this time, the meeting was adjourned at 3:47 p.m.

The next regular NPF-CRA meeting will be held, **Tuesday – June 14, 2022.**

Any written public comments made 48 hours prior to the meeting regarding items discussed during the proceedings have been attached hereto.

CITY OF FORT LAUDERDALE

DRAFT

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City of Fort Lauderdale NorthWest Progresso Flagler Heights Community Redevelopment Agency
NPF CRA Area Fund
FY 2023 Proposed Budget Summary

Revenue Sources	Adopted FY 2022	Proposed FY 2023	FY 2022 Adopted vs. Proposed FY 2023 % Change
Tax Increment Revenue (TIF)			
City of Fort Lauderdale	6,478,364	8,349,315	28.9%
Intergovernmental Revenue	11,217,772	14,720,585	31.2%
Total Revenues	**$ 17,696,136**	**$ 23,069,900**	
Expenditures			
Services & Materials	865,163	954,827	
Other Operating Expenses	2,208,257	2,208,072	
Fringe Benefits	1,157	1,311	
**Debt Service Payment	846,813	3,361,184	
CRA Incentives			
Funds Available for Incentive Projects	13,774,746	16,544,506	
		-	
Total Expenditures	**17,696,136**	**23,069,900**	
Surplus/(Deficit)	**-**	**-**	

* Proposed budget may change.
** The CRA accepted a $20M Bank Loan after the adoption of the FY2022 budget. The debt service payment totaled $2.3M in FY2022.

MEMORANDUM

DATE: July 12, 2022

TO: NPF CRA Advisory Board Members

FROM: Clarence E. Woods III, NPF CRA Manager

BY: Bob Wojcik, Housing and Economic Development Manager

SUBJECT: RFP Solicitation #12642-925 – Purchase and Development of CRA Property - Acceptance of the Ranking of the RFP Evaluation Committee and Recommendation to Negotiate a Development Agreement with the Top Ranker Proposer for Approval by the CRA Board

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Summary

On March 17, 2022 the City of Fort Lauderdale, on behalf of the Fort Lauderdale Community Redevelopment Agency issued RFP 12642-925 – "Purchase and Development of CRA Property" and the CRA published a Notice of Intent to accept proposals for the purchase and development of CRA property located along Sistrunk Boulevard between NW 7th Terrace and NW 8th Avenue and along NW 7th Terrace and NW 8th Avenue south of Sistrunk Boulevard at 790 Sistrunk Boulevard, 538 NW 8 Avenue, 547 NW 7th Terrace, 547 NW 7th Terrace and 537 NW 7th Terrace under this RFP Solicitation. A copy of the location map of the properties is attached as **Exhibit 1.** The property consists of vacant land with a total land area of approximately 42,828 square feet (.973 acres). The property has a land use designation of Northwest Regional Activity Center and is zoned a combination of NW RAC MUw (Northwest Reginal Activity Center Mixed-Use West) and Residential Multi-Family Midrise-Medium Hight Density (RMM-25). A copy of RFP 12642-925 is attached as **Exhibit 2.** The purpose of the RFP is to seek proposals from qualified and experienced proposers or other persons, entities or real estate developers to redevelop the property that complies and furthers the purposes of the Community Redevelopment Plan to remove conditions of slum and blight, increase the tax base, enhance the quality of life, improve the aesthetics and useful enjoyment of the redevelopment area, and promote the health, safety and morals and welfare of the resident of the CRA and the City. The property has a fair market value of $1,245,000 based on an appraisal by American Realty Consultants as of October 5, 2021. Detailed submittal requirements were outlined in the RFP. Along with their proposal, the RFP required the RFP Proposers to submit a Purchase Offer for the purchase and development of the entire CRA site and an application for CRA funding, if requesting CRA incentives for the project. On May 6, 2022, the City of Fort Lauderdale on behalf of the Fort Lauderdale Community Redevelopment Agency received proposals for the RFP and six (6) proposals were submitted. Proposal were received from:

- DeAngelo Development Inc
- Fuse Group Co.
- Land America Development Corporation
- Marie A Wells Arts and Education Center, Inc
- Sistrunk View, LLC /Housing Trust Group
- Urban Pointe Developers, LLC/Schumer Capital Corp

Copies of all proposals received are attached as **Exhibits 3 through 8**.

Scoring was based on Evaluation Criteria below as stated in the RFP and an RFP Evaluation Committee met on June 21, 2022 to review and initially score the proposals. The Evaluation Committee consisted of:

- Rhoda Glasco Foderingham, NPF CRA Advisory Board Chair
- Avis Wilkinson, City of Fort Laud. Asst. Housing and Community Development Manager, and
- Corey Ritchie, Fort Lauderdale Community Redevelopment Agency Project Manager

The Evaluation Committee shortlisted the six proposals to three proposals since three of the proposals were determined to be non-responsive because they either failed to submit a purchase and development proposal for the entire site or failed to submit a CRA incentive application as required in the RFP if requesting CRA incentives. The three shortlisted proposals were:

- Sistrunk View, LLC/Housing Trust Group
- Urban Pointe Developers, LLC/Schumer Capital Corp.
- Fuse Group Co.

The Evaluation Committee then met on July 5, 2022 to hear presentations and ask questions of the three shortlisted proposers. Afterwards, they submitted their final ranking for the shortlisted proposals based on the Evaluation Criteria stated in the RFP. A mathematical formula was used to determine the scoring for each proposal based on the weighted criteria in the RFP.

RFP WEIGHED EVALUATION CRITERIA

The Proposed Project is in the best interest and furtherance of the CRA Redevelopment Plan and Vision Statement for the area in the Redevelopment Plan, provides community benefits, significant economic Impact and is most responsive to the requirements of the RFP.	25%

The Developer demonstrates the financial capacity, development experience, qualifications and ability best suited to carry out the proposal..	25%
The Conceptual Project Plans demonstrate sustainability, superior design, construction and features.	25%
Purchase Offer and Incentives: The level at which they do not require significant CRA financial resources.	25%
TOTAL PERCENT AVAILABLE:	100%

Each Evaluation Committee member ranked each proposal by each criteria, giving their first ranked proposal a number 1, the second ranked proposal a number 2, and third ranked proposal a number 3. The City Procurement Services Department tabulates the scores to determine the total points for each proposer. The lowest point score determines the highest ranking with the top ranked proposer receiving the lowest score, the second top ranked proposer receiving the second lowest score, and so on. This ranking is provided to this Advisory Board. A complete breakdown of the scoring by the Evaluation Committee and final ranking is attached as **Exhibit 9**.

Based on the RFP Evaluation Committee scoring, the ranking of proposers are as follows:

RFP EVALUATION COMMITTEE RANKING		
RANKING	**PROPOSER**	**TOTAL POINTS**
1	Sistrunk View LLC /Housing Trust Group	3
2	Urban Pointe Developers LLC/Schumer Capital Corp	6
3	Fuse Group Co.	9

Sistrunk View, LLC/Housing Trust Group

The top ranked proposer, Sistrunk View LLC. is an affiliate of Housing Trust Group, LLC along with Elite Equity Development Inc and Greg Brewton and Associates, with Housing Trust Group taking the project lead role in the development team. Two of the three affiliates of Sistrunk View LLC are minority owned. They propose an attractive, modern design six-story mixed use affordable housing development called “Sistrunk View” consisting of 106 apartment homes, over 10,000 square feet of amenity space, 5,700 square feet of commercial space and 111 parking spaces of structured parking. Project Plans and Illustrations are attached as **Exhibit 10.**

Community and Economic Development Benefits

100% of the housing units will be affordable for persons with incomes between 30% and 80% AMI (area median Income) consisting of 53 one bedroom- one bath and 53 two bedroom-two bath units. These units will be affordable to office employees, medical workers, hospitality and other service industry workers, young families and elderly. The affordability period for all units will be fifty (50) years.

The mixed income development will consist of 16 units restricted to those with incomes at 30% AMI with rents from $510 to $612 per month, 42 units restricted to those with incomes at 60% AMI with rents from $1,025 to $1,225 per month and 48 units restricted to those with incomes between 70 to 80% AMI with rents from $1,190 to $1,634 per month. High end outdoor and in unit amenities are designed with the intention of improving wellness, access and social interaction. In unit amenities include a modern open floor plan, contemporary kitchens, quartz/granite counter tops, energy efficient stainless steel appliances, HVAC and eco-friendly shower heads and faucets, vinyl plank luxury flooring, balconies/private terraces and full size washer and dryer hook-ups. Common area amenities include a rooftop community room with catering kitchen for entertaining, state of the art fitness center, large, picturesque pool and lounge seating areas, outdoor dining and BBQ area, clubhouse with media room, computer access, and co-working flex space, large rooftop greenspace/garden with play area, full coverage security camera system, motion sensor lighting, controlled access to building, garage and elevators and professional on-site management. The Developer will obtain a National "LEED" Leadership in Energy and Environmental Design) Green Building Certification for the project.

In addition to providing housing to families with incomes from $18,500 to $70,400, Sistrunk View will provide units for local artist, job training opportunities for CRA residents with 30% of all jobs reserved for CRA residents. The Developer will provide tenant buildout for commercial tenants. All of the 5,700 square feet of commercial space fronting Sistrunk Boulevard can also be master leased to the CRA at a significantly reduced price estimated at $12 per square foot. The CRA or its successor organization can then sublease the space to prospective targeted tenants at a reduced rent and/or provide a steady income stream to the CRA or its successor organization such as it's Economic Development Corporation.

In addition to these community benefits of affordable housing and affordable commercial rents, the project will provide significant economic benefits to the CRA.

Financing for the $34,395,555 project will include $15,423,400 in equity through the syndication of non-competitive 4% tax credits from the Florida Housing Finance Corporation, a $19,000,000 construction loan and $10,500,000 permanent loan backed by Freddie Mac, and a $5,000,000 CRA DIP "Non-Forgivable" loan and a CRA $1,300,000 Seller's Note for the property purchase. Letters of Intent by JP Morgan Chase and Raymond James are attached as **Exhibit 11.**

Both the DIP loan and Seller Note will accrue interest at the rate of 1% and will be fully repaid to the CRA or its successor organization over 30 years with payments to the CRA

of $63,000 annually. The principal amount loaned from the CRA will be due at maturity, which means a full return on investment capital by the CRA plus $1,500,000 in interest earned on the DIP Loan and $390,0000 in interest earned to the CRA from the CRA Sellers Note. This will be the first CRA funded project where all CRA funds will be fully repaid with interest. A copy of the Project's Sources and Uses and 10 year Operating Statement are attached as **Exhibit 12**.

Other significant Economic Benefits will occur over the course of the loans. The Developer has estimated that this will include $5,736,000 in property taxes and over $700,000 in permit, water, sewer connections and impact fees, and more than $79,700,000 in direct economic impacts from construction activities.

Developer's Experience and Track Record

With a team of over 150 employees, Housing Trust Group is a highly experienced developer in Florida and has over $265 million in real estate assets under management in Florida and ownership interest real estate assets worth more than $325 million. Having completed over 50 developments in Florida alone with another 20 underway, they have the experience and financial capacity having developed more than 8,000 units of multi-family housing. They are also highly experienced Low Income Housing Tax Credit (LIHTC) developers and have successfully developed two separate LIHTC housing developments in the NPF CRA in Flagler Village. This includes "Village View", a contemporary 7 story 100 units affordable elderly development at 640 Andrews Avenue, completed in July 2021. This development has a large rooftop pool, clubhouse with lounging and entertainment area along with a fully equipped fitness center and state of the art security system. Also in Flagler Village, they completed in 2014 Village Place, located at 740 NE 4th Avenue. Village Place is a 112 unit, 6 story affordable elderly mid-rise targeted to people aged 55 and older who earn between 25% to 60% AMI. The project received the National Association of Home Builders Silver Award in 2017 for Best 55+ Affordable Rental Community. The project includes a clubhouse, fitness center, courtyard, roof pool and private parking garage. A summary of the two projects is attached as **Exhibit 13.**

Project Timeline

The Developer Timeline for the Project is to commence with development approvals immediately upon award and to complete the project within 24 months of award by the CRA Board.

CONSISTENCY WITH THE NPF CRA COMMUNITY REDEVELOPMENT PLAN

The Redevelopment Program seeks to preserve and expand affordable housing, commercial development and job opportunities. The NPF CRA Community Redevelopment Plan is designed in part to stimulate private development of areas. The Project is consistent with NPF CRA Plan which provides for direct physical improvements to enhance the overall environment, improve the quality of life, promote public private partnerships, and investment in the area. In addition, per the Future Land Use Plan and

CRA Plan, redevelopment and housing opportunities for low, very low, and moderate income household within the Northwest CRA should be encouraged.

RECOMMENDATION

It is recommended the CRA Advisory Board approve a Motion recommending that the CRA Board accept the ranking by the CRA Evaluation Committee, accept the proposal of Sistrunk View, LLC and negotiate a development agreement with Sistrunk View, LLC. for the “Sistrunk View” project.

BW/CEW

Attachments

Exhibit 1 – RFP Property Location Map
Exhibit 2 – RFP 12642-925 - Purchase and Development of CRA Property
Exhibit 3 – Proposal - Sistrunk View, LLC/Housing Trust Group
Exhibit 4 – Proposal - Urban Pointe Developers /Schumer Capital Corp.
Exhibit 5 – Proposal - Fuse Group Co D'Angelo Development, LLC
Exhibit 6 – Proposal - D'Angelo Development, LLC
Exhibit 7 – Proposal - Marie A Wells Arts and Education Center, Inc
Exhibit 8 – Proposal - Land America Development Corporation
Exhibit 9 – RFP Evaluation Committee Scoring and Ranking
Exhibit 10 – “Sistrunk View” Project Plans and Illustrations
Exhibit 11 – Letters of Intent from JP Morgan Chase and from Raymond James
Exhibit 12 – “Sistrunk View” Sources and Uses/Proforma Operating Statement
Exhibit 13 – Projects Competed by Housing Trust Group in the NPF CRA

EXHIBIT 1

LOCATION MAP



The Property

PROJECT SITE



Note: The Project Site includes a right of ingress and egress to Bi-Ads. Inc for the east ½ of the vacated alley adjacent to Lots 2 and 3 (ID 504203011610) on CRA Parcel 2 as recorded in Book 17076, Page 606 of the Public Records of Broward County Florida.

Developer shall make it's own determination as to the impact of this right of access on the design and operation of the Project. This is the sole responsibility of the Developer

Parcel 1:
ID 5042 03 01 1850
ID 5042 03 01 1860
ID 5042 03 01 1870
ID 5042 03 01 1880
ID 5042 03 01 1890

Parcel 2:
ID 5042 03 01 1600
ID 5042 03 01 1610

Parcel 3:
ID 5042 03 01 1630

EXHIBIT 2

Solicitation 12642-925

Purchase and Development of CRA Property

Bid Designation: Public

CITY OF FORT LAUDERDALE

City of Fort Lauderdale

Bid 12642-925
Purchase and Development of CRA Property

Bid Number	**12642-925**
Bid Title	**Purchase and Development of CRA Property**
Bid Start Date	**Mar 17, 2022 3:59:13 PM EDT**
Bid End Date	**May 6, 2022 2:00:00 PM EDT**
Question & Answer End Date	**Apr 29, 2022 5:00:00 PM EDT**
Bid Contact	**Paulette R Hemmings Turner** **Procurement Specialist** **Finance** **954-828-5139** **pturner@fortlauderdale.gov**
Contract Duration	**One Time Purchase**
Contract Renewal	**Not Applicable**
Prices Good for	**120 days**
Bid Comments	**The City of Fort Lauderdale Community Redevelopment Agency (CRA),) is seeking qualified, experienced and licensed firm(s) or real estate developers (sometimes referred to as *"Developers" or "Proposer"*) interested in securing title to property from the Fort Lauderdale Community Redevelopment Agency (FL CRA) and undertaking the development of the property located within the Northwest- Progresso- Flagler Heights Community Redevelopment Area (NPF CRA), pursuant to the community redevelopment plan and in accordance with the terms, conditions, and specifications contained in this Request for Proposal (RFP) issued by the City of Fort Lauderdale on behalf of the CRA** **Proposal Opening Date** **May 6, 2022 @ 2:00 PM** **Minimum Qualifications** **Proposers shall be in the business of Real Estate Development or a Licensed Contractor and must possess sufficient financial support, equipment, and organization to ensure that it can satisfactorily provide the required services** **Added on Apr 19, 2022:** **Addendum 1 Adds *Evaluation Committee Tabulation for previous Redevelopment of CRA Property*** **Added on Apr 25, 2022:** **Addendum 2 Amends Section 3.4 Appraised Value, History and Existing Documents**

Addendum # 1

New Documents	**Addendum 1.pdf**

Addendum # 2

New Documents	**Addendum 2.pdf**

Item Response Form

Item	**12642-925--01-01 - Property Purchase Offer**
Quantity	**1 each**

Prices are not requested for this item.

Delivery Location **City of Fort Lauderdale**

See RFP Specifications
See RFP Specifications
Fort Lauderdale FL 33301
Qty 1

Description
Please refer to Section VI Property Purchase Offer Page

CITY OF FORT LAUDERDALE
&
THE FORT LAUDERDALE COMMUNITY DEVELOPMENT AGENCY (CRA)

RFP NO. 12642-925

Purchase & Redevelopment of CRA Property

PAULETTE HEMMINGS TURNER
PROCUREMENT SPECIALIST
Telephone: (954) 828-5139 E-mail:PTurner@fortlauderdale.gov

SECTION I – INTRODUCTION AND INFORMATION

1.1 Purpose

The City of Fort Lauderdale Community Redevelopment Agency (CRA),) is seeking qualified, experienced and licensed firm(s) or real estate developers (sometimes referred to as *"Developers" or "Proposer"*) interested in securing title to property from the Fort Lauderdale Community Redevelopment Agency (FL CRA) and undertaking the development of the property located within the Northwest- Progresso- Flagler Heights Community Redevelopment Area (NPF CRA), pursuant to the community redevelopment plan and in accordance with the terms, conditions, and specifications contained in this Request for Proposal (RFP) issued by the City of Fort Lauderdale on behalf of the CRA

1.2 Point of Contact

For information concerning procedures for responding to this solicitation, contact Procurement Specialist Paulette Hemmings Turner at (954) 828-5139 or email at PTurner@fortlauderdale.gov. Such contact shall be for clarification purposes only.

For information concerning technical specifications, please utilize the question / answer feature provided by BidSync at www.bidsync.com. Questions of a material nature must be received prior to the cut-off date specified in the RFP Schedule. Material changes, if any, to the scope of services or bidding procedures will only be transmitted by written addendum. (See addendum section of BidSync Site). Contractors please note: Proposals shall be submitted as stated in PART IV – Submittal Requirements. No part of your proposal can be submitted via FAX. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a proposal will be considered evidence that the Contractor has familiarized themselves with the nature and extent of the work, and the equipment, materials, and labor required. The entire proposal must be submitted in accordance with all specifications contained in this solicitation. The questions and answers submitted in BidSync shall become part of any contract that is created from this RFP.

1.3 Pre-proposal Conference and Site Visit – N/A

1.4 BidSync

The City of Fort Lauderdale uses BidSync (www.bidsync.com) to administer the competitive solicitation process, including but not limited to soliciting proposals, issuing addenda, posting results and issuing notification of an intended decision. There is no charge to register and download the RFP from BidSync. Proposers are strongly encouraged to read the various vendor Guides and Tutorials available in BidSync well in advance of their intention of submitting a proposal to ensure familiarity with the use of BidSync. The City shall not be responsible for a Proposers inability to submit a Proposal by the end date and time for any reason, including issues arising from the use of BidSync.

It is the sole responsibility of the Bidder/Proposer to ensure that their bid/proposal is submitted electronically through BidSync at www.bidsync.com no later than the time and date specified in this solicitation. PAPER BID/PROPOSAL SUBMITTALS WILL NOT BE ACCEPTED. BIDS/PROPOSALS MUST BE SUBMITTED ELECTRONICALLY VIA WWW.BIDSYNC.COM.

1.5 Electronic Bid Openings/Proposal Closings

Please be advised that effective immediately, and until further notice, all Invitation to Bids, Request for Proposals, Request for Qualifications, and other solicitations led by the City of Fort Lauderdale will be opened electronically via BIDSYNC.COM at the date and time indicated on the solicitation. All openings will be held on the BIDSYNC.COM platform.

Anyone requesting assistance or having further inquiry in this matter must contact the Procurement Specialist indicated on the solicitation, via the Question-and-Answer forum on Bidsync.com before the Last Day for Questions indicated in the Solicitation.

END OF SECTION

SECTION II - SPECIAL TERMS AND CONDITIONS

2.1 General Conditions - N/A

2.2 Addenda, Changes, and Interpretations

It is the sole responsibility of each firm to notify the Buyer utilizing the question / answer feature provided by BidSync and request modification or clarification of any ambiguity, conflict, discrepancy, omission or other error discovered in this competitive solicitation. Requests for clarification, modification, interpretation, or changes must be received prior to the Question and Answer (Q & A) Deadline. Requests received after this date may not be addressed. Questions and requests for information that would not materially affect the scope of services to be performed or the solicitation process will be answered within the question / answer feature provided by BidSync and shall be for clarification purposes only. Material changes, if any, to the scope of services or the solicitation process will only be transmitted by official written addendum issued by the City and uploaded to BidSync as a separate addendum to the RFP. Under no circumstances shall an oral explanation given by any City official, officer, staff, or agent be binding upon the City and should be disregarded. All addenda are a part of the competitive solicitation documents, and each firm will be bound by such addenda. It is the responsibility of each to read and comprehend all addenda issued.

2.3 Changes and Alterations

Proposer may change or withdraw a Proposal at any time prior to Proposal submission deadline; however, no oral modifications will be allowed. Modifications shall not be allowed following the Proposal deadline.

2.4 Proposer's Costs

Neither the City nor the CRA shall be liable for any costs incurred by Proposers in responding to this RFP.

2.5 Pricing/Delivery – N/A

2.6 Price Validity – N/A

2.7 Invoices/Payment – N/A

2.8 Related Expenses/Travel Expenses – N/A

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2.9 Payment Method – N/A

2.10 Mistakes

The consultant shall examine this RFP carefully. The submission of a Proposal shall be prima facie evidence that the consultant has full knowledge of the scope, nature, and quality of the work to be performed; the detailed requirements of the specifications; and the conditions under which the work is to be performed. Ignorance of the requirements will not relieve the consultant from liability and obligations under the Contract.

2.11 Acceptance of Proposals / Minor Irregularities

2.11.1 The CRA reserves the right to accept or reject any or all proposals, part of proposals, and to waive minor irregularities or variances to specifications contained in proposals which

do not make the proposal conditional in nature and minor irregularities in the solicitation process. A minor irregularity shall be a variation from the solicitation that does not affect the price of the contract or does not give a respondent an advantage or benefit not enjoyed by other respondents, does not adversely impact the interests of other firms, or does not affect the fundamental fairness of the solicitation process. The CRA also reserves the right to reissue a Request for Proposal.

2.11.2 The CRA reserves the right to disqualify Proposer during any phase of the competitive solicitation process and terminate for cause any resulting contract upon evidence of collusion with intent to defraud or other illegal practices on the part of the Proposer.

2.12 Modification of Services – N/A

2.13 Non-Exclusive Contract – N/A

2.14 Development Agreement

After a Developer(s) is selected, the CRA will negotiate a Development Agreement and Purchase and Sale Agreement and such other documents as shall be required by the CRA.

2.15 Responsiveness

In order to be considered responsive to the solicitation, the firm's proposal shall fully conform in all material respects to the solicitation and all its requirements, including all form and substance.

2.16 Responsibility

In order to be considered as a responsible firm, firm shall be fully capable to meet all of the requirements of the solicitation and subsequent contract, must possess the full capability, including financial and technical, to perform as contractually required, and must be able to fully document the ability to provide good faith performance.

2.17 Minimum Qualifications

Proposers shall be in the business of Real Estate Development or a Licensed Contractor and must possess sufficient financial support, equipment, and organization to ensure that it can satisfactorily provide the required services. Proposers must demonstrate that they, or the key staff assigned to the project, have successfully provided services with similar magnitude to those specified in the scope of services to at least one entity similar in size and complexity to the City of Fort Lauderdale or can demonstrate they have the experience with large scale private sector clients and the managerial and financial ability to successfully provide the required services the work in the required timeframe.

Proposers shall satisfy each of the following requirements cited below. Failure to do so may result in the proposal being deemed non-responsive.

2.17.1 Proposer or principals and/or their team shall have relevant experience in arranging, managing, overseeing, coordinating, marketing and administering a project involving new construction of the type of development proposed for the property in the State of Florida. The project manager assigned to the work must have the same relevant experience in new construction and managing development projects in the State of Florida and have served as project manager on similar projects

2.17.2 Before awarding a contract, the CRA reserves the right to require that a Proposer submit such evidence of qualifications as the CRA may deem necessary. Further, the CRA may

consider any evidence of the financial, technical, and other qualifications and abilities of a firm/developer or principals, including previous experiences similar in nature and performance evaluation for services, in making the award in the best interest of the City.

2.17.3 Firm/developer or principals shall have no record of judgments, pending lawsuits against the City or criminal activities involving moral turpitude and not have any conflicts of interest that have not been waived by the City Commission or the CRA Board of Commissioners.

2.17.4 Neither firm/developer nor any principal, officer, or stockholder shall be in arrears or in default of any debt or contract involving the City, (as a party to a contract, or otherwise); nor have failed to perform faithfully on any previous contract with the City.

2.18 Lobbying Activities

ALL CONTRACTORS PLEASE NOTE: Any contractor submitting a response to this solicitation must comply, if applicable, with City of Fort Lauderdale Ordinance No. C-11-42 & Resolution No. 07-101, Lobbying Activities. Copies of Ordinance No. C-11-42 and Resolution No. 07-101 may be obtained from the City Clerk's Office on the 7th Floor of City Hall, 100 N. Andrews Avenue, Fort Lauderdale, Florida. The ordinance may also be viewed on the City's website at: http://www.fortlauderdale.gov/home/showdocument?id=6036.

2.19 Local Business Preference – N/A

2.20 Disadvantaged Business Enterprise Preference – N/A

2.21 Protest Procedure

2.21.1 Any Bidder/Proposer who is not recommended for award of a contract and who alleges a failure by the city or the CRA to follow the city's procurement ordinance or any applicable law, may follow the protest procedure as found in the city's procurement ordinance within five (5) days after a notice of intent to award is posted on the city's web site at the following link: https://www.fortlauderdale.gov/government/departments-a-h/finance/procurement-services/notices-of-intent-to-award.

2.21.2 The complete protest ordinance may be found on the city's web site at the following link: https://library.municode.com/fl/fort_lauderdale/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTVFI_DIV2PR_S2-182.1PRSO.

2.22 Public Entity Crimes

Proposer, by submitting a proposal, certifies that neither the Proposer nor any of the Proposer's principals has been placed on the convicted vendor list as defined in Section 287.133, Florida Statutes (2018), as may be amended or revised. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

2.23 Subcontractors – N/A

2.24 Proposal Security – N/A

2.25 Payment and Performance Bond – N/A

2.25 Insurance Requirements

As a condition precedent to the effectiveness of this Agreement, during the term of this Agreement and during any renewal or extension term of this Agreement, the Contractor, at its sole expense, shall provide insurance of such types and with such terms and limits as noted below. Providing proof of and maintaining adequate insurance coverage are material obligations of the Contractor. The Contractor shall provide the City a certificate of insurance evidencing such coverage. The Contractor's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under this Agreement. All insurance policies shall be through insurers authorized or eligible to write policies in the State of Florida and possess an A.M. Best rating of A-, VII or better, subject to approval by the City's Risk Manager.

The coverages, limits, and/or endorsements required herein protect the interests of the City, and these coverages, limits, and/or endorsements shall in no way be relied upon by the Contractor for assessing the extent or determining appropriate types and limits of coverage to protect the Contractor against any loss exposures, whether as a result of this Agreement or otherwise. The requirements contained herein, as well as the City's review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor under this Agreement.

The following insurance policies and coverages are required:

<u>Commercial General Liability</u>

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- $1,000,000 each occurrence and $2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- $1,000,000 each occurrence and $2,000,000 aggregate for Products and Completed Operations

Policy must include coverage for contractual liability and independent contractors.

The CRA and the City, a Florida municipal corporation, its officials, employees, and volunteers are to be covered as an additional insured with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability arising out of activities performed by or on behalf of the Contractor. The coverage shall contain no special limitation on the scope of protection afforded to the City, its officials, employees, and volunteers.

Insurance Certificate Requirements

a. The Contractor shall provide the City with valid Certificates of Insurance (binders are unacceptable) no later than ten (10) days prior to the start of work contemplated in this Agreement.
b. The Contractor shall provide to the City a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.
c. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.
d. In the event the Agreement term or any surviving obligation of the Contractor following expiration or early termination of the Agreement goes beyond the expiration date of the insurance policy, the Contractor shall provide the City with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The City reserves the right to suspend the Agreement until this requirement is met.
e. The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.
f. The City shall be named as an Additional Insured on the liability policy
g. The title of the Agreement, Bid/Contract number, event dates, or other identifying reference must be listed on the Certificate of Insurance.

The Certificate Holder should read as follows:
City of Fort Lauderdale and the Fort Lauderdale Community Redevelopment Agency
100 N. Andrews Avenue
Fort Lauderdale, FL 33301

The Contractor has the sole responsibility for all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for adding the City and the CRA as an Additional Insured shall be at the Contractor's expense.

If the Contractor's primary insurance policy/policies do not meet the minimum requirements, as set forth in this Agreement, the Contractor may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.

The Contractor's insurance coverage shall be primary insurance as respects to the City, a Florida municipal corporation, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, a Florida municipal corporation, its officials, employees, or volunteers shall be non-contributory.

Any exclusion or provision in any insurance policy maintained by the Contractor that excludes coverage required in this Agreement shall be deemed unacceptable and shall be considered breach of contract.

All required insurance policies must be maintained until the contract work has been accepted by the City, or until this Agreement is terminated, whichever is later. Any lapse in coverage shall be considered breach of contract. In addition, Contractor must provide to the City confirmation of coverage renewal via an updated certificate should any policies expire prior to the expiration of this Agreement. The City reserves the right to review, at any time, coverage forms and limits of Contractor's insurance policies.

The Contractor shall provide notice of any and all claims, accidents, and any other occurrences associated with this Agreement to the Contractor's insurance company or companies and the City's Risk Management office, as soon as practical.

It is the Contractor's responsibility to ensure that any and all of the Contractor's independent contractors and subcontractors comply with these insurance requirements. All coverages for independent contractors and subcontractors shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of the Contractor.

2.27 Award of Contract

A Contract (the "Agreement") may be awarded by the Board of Commissioners of the Fort Lauderdale Community Redevelopment Agency (CRA). The CRA intends to enter into a Development Agreement with the top ranked Firm/developer or proposer and to carry those negotiations to a successful conclusion in a timely manner. Benchmarks will be negotiated with the top ranked Firm/developer or proposer. If, however, during the negotiation process:

1) A top ranked Developer withdraws from negotiations.
2) A determination is made by the CRA Executive Director or designee, of the CRA that the top ranked Developer is unable to carry out negotiation in a timely manner; or
3) A determination is made by the CRA that negotiations with the top ranked Developer are at an impasse, then the CRA Executive Director, or designee of the CRA may turn to the next ranked Developer(s) to negotiate a Development Agreement.

The CRA reserves the right to shorten the time period for negotiations with the Developer, and at the sole discretion of the CRA to execute or not execute, as applicable, a contract with the Developer that is determined to be in the CRA's best interest. The CRA reserves the right to award a contract to more than one Proposer, at the sole and absolute discretion of the CRA.

2.28 Unauthorized Work

The Successful firm/Developer or proposer(s) shall not begin work until a Development Agreement, Purchase and Sale and other appropriate documents have been executed by the CRA and the contract awardee.

2.29 Damage to Public or Private Property

Extreme care shall be taken to safeguard all existing facilities, site amenities, irrigation systems, vehicles, etc. on or around the job site. Damage to public and/or private property shall be the

responsibility of the Contractor and shall be repaired and/or replaced at no additional cost to the CRA.

2.30 Safety

The Developer shall adhere to the Florida Department of Transportation's Uniform manual on Traffic Control for construction and maintenance work zones when working on or near a roadway. It will be the sole responsibility of the Contractor to make themselves and their employees fully aware of these provisions, especially those applicable to safety.

2.31 Uncontrollable Circumstances ("Force Majeure")

The City and Contractor will be excused from the performance of their respective obligations under this agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

2.31.1 The non-performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;

2.31.2 The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;

2.31.3 No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and

2.31.4 The non-performing party uses its best efforts to remedy its inability to perform. Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

2.32 Canadian Companies

In the event Contractor is a corporation organized under the laws of any province of Canada or is a Canadian federal corporation, the City may enforce in the United States of America or in Canada or in both countries a judgment entered against the Contractor. The Contractor waives any and all defenses to the City's enforcement in Canada, of a judgment entered by a court in the United States of America. All monetary amounts set forth in this Contract are in United States dollars.

2.33 News Releases/Publicity

News releases, publicity releases, or advertisements relating to this contract, or the tasks or projects associated with the project shall not be made without prior CRA approval.

2.34 Manufacturer/Brand/Model Specific Request -N/A

2.35 Contract Period

The contract term shall commence upon date of award by the CRA or upon full execution of the Development Agreement, whichever is later, and shall expire as provided in the Development

Agreement. The CRA reserves the right to extend the contract providing all terms conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the CRA.

2.36 Cost Adjustments – N/A

2.37 Service Test Period – N/A

2.38 Contract Coordinator

The CRA may designate a Contract Coordinator whose principal duties shall be:

- Liaison with Developer.

2.39 Contractor Performance Reviews and Ratings – N/A

2.40 Substitution of Personnel – N/A

2.41 Ownership of Work

The CRA shall have full ownership and the right to copyright, otherwise limit, reproduce, modify, sell, or use all the work or product produced under this contract without payment of any royalties or fees to the Developer.

2.42 Condition of Trade-In Equipment – N/A

2.43 Conditions of Trade-In Shipment and Purchase Payment

2.44 Verification of Employment Status – N/A

2.45 Service Organization Controls – N/A

2.46 Warranties of Usage – N/A

2.47 PCI (Payment Card Industry) Compliance – N/A

END OF SECTION

SECTION III - TECHNICAL SPECIFICATIONS/SCOPE OF SERVICES

3.1 Purpose:

The purpose of this solicitation is to further the implementation of the Community Redevelopment Plan for the Northwest Progresso Flagler Heights Community Redevelopment Area (NPF CRA) by providing for the conveyance of certain lots owned by the Fort Lauderdale Community Redevelopment Agency (CRA) to the selected Developer for redevelopment; to remove conditions of slum and blight; increase the tax base; enhance the quality of life; improve the aesthetics and useful enjoyment of the redevelopment area; and promote the health, safety, morals and welfare of the residents of the NPF CRA and the City. The project shall be consistent with the Vision Statement found in Section 5.D. of the NPF CRA Community Redevelopment Plan entitled "Sistrunk Corridor Area Improvement Programs" and Section 5.K. "Other Property Acquisition and Disposition".

The CRA is a distinct legal entity created for the purpose of eliminating slum and blighted conditions within prescribed geographic boundaries and the NPF CRA is a distinct area created pursuant to Chapter 163, Part II Florida Statutes. The Board of Commissioners of the CRA is the City Commission of the City of Fort Lauderdale. The NPF CRA was created in 1995 pursuant to Chapter 163, Part II, Florida Statutes. The CRA is empowered through the Community Redevelopment Act to undertake a broad range of activities designed to eliminate slum and blighted conditions including the purchase and disposition of property and receive incremental ad valorem tax revenues from designated taxing authorities in order to fund its activities. The activities are conducted in accordance with the Community Redevelopment Plan for the NPF CRA approved by the City Commission on November 7, 1995, and was amended in 2001 by Resolution 01-86, in 2002 by Resolution 02-183, in 2013 by Resolution 12-137, in 2016 by Resolution 16-52 and in 2018 by Resolution 18-226. (**Attachment 1**).

3.2 Objective

The Fort Lauderdale Community Redevelopment Agency (CRA) is seeking proposals from qualified and experienced Proposers or other persons, entities or real estate developers for the purchase and redevelopment of vacant land owned by the CRA in the Northwest Progresso Flagler Heights Community Redevelopment Area (NPF CRA) that complies with and furthers the purposes of the NPF CRA Community Redevelopment Plan. The Developer is responsible for implementation of the entire project from planning, designing, development approvals and permitting, application and impact fees, arranging, managing, overseeing, coordinating, marketing, and administering the project, securing financing for the project and constructing and completing the entire project within 24 months in accordance with the terms, conditions, and specifications contained in this Request of Proposal (RFP) issued by the City of Fort Lauderdale on behalf of the CRA and the Development Agreement.

The intent of the CRA is to collaborate with private sector business, property owners, developers and others to expand the investment opportunities that implements the NPF CRA Community Redevelopment Plan and promotes the welfare of the residents, employees, property and business owners and other stakeholders within the CRA by encouraging development opportunities that removes blight, expands the tax base, creates jobs, enhances the urban environment and expands economic opportunities in the area. The fundamental goal is to position Sistrunk Boulevard as a mixed-use and commercial destination that not only serves the needs of the community, but also is attractive to visitors to the area. Redeveloped sites should help revitalize the once vibrant Sistrunk Boulevard corridor, highlighting it's historical and cultural heritage, promoting cultural tourism, arts and entertainment, adding new compatible uses such

as dine in restaurants and active retail uses that help create an identifiable sense of place as it fosters housing and/or employment opportunities, improving quality of life, tourism, improving access, increasing availability to goods and services, and helps creating an environment that will attract other private investment capital.

The CRA is seeking proposals that demonstrate creativity addressing neighborhood compatibility, community benefit, economic impact, sustainability, street frontage, pedestrian activity, superior design, construction materials and features.

The CRA will require restrictive covenants in order to protect and preserve the integrity, environmental quality, community benefit and amenities of the development. The CRA owned lots will be conveyed in "As Is" condition, subject only to the terms and conditions for conveyance contained in the development agreement.

The information contained herein is intended to be a general guide for the Developer. The Developer is to use his/her expertise in generating a proposal that is most suitable to this development project. Upon selection, the Developer and the CRA will enter into an agreement with specified development terms and conditions.

3.3 Project Site

The Project Site is located between NW 7th Terrace and NW 8th Avenue fronting Sistrunk Boulevard and South of Sistrunk Boulevard fronting NW 7th Terrace and NW 8th Avenue. The CRA owns all lots within the Project Site. The Project Site will be conveyed to the selected Developer(s) as vacant lots in "As Is" condition. The Project Site is legally described as follows:

Parcel 1 (790 Sistrunk Boulevard and 538 NW 8th Avenue)

Lots 45, 46, 47, 48, 49, 50, 51 and Lot 52 less the North 16.30 feet of Lot 52, all in Block 15, NORTH LAUDERDALE, according to the plat thereof, as recorded in Plat Book 1, Page 48, of the public records of Dade County, Florida.
AND also less the external portion of the 10 foot radius curve at the Northwest corner of said property being concave to the Southeast and tangent, a line 16.30 feet South of the North line of said Lot 52 and also being tangent to the West line of said Lot 51.

TOGETHER WITH:

The West on-half (W 1/2) 0f an alley lying East of and adjacent thereto, now vacated per City of Fort Lauderdale Ordinance No. 88-17,

CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA.

(Parcel ID 5042-03-01-1850, 5042-03-01-1860, 5042-03-01-1870, 5042-03-01-1880 and 5042-03-01-1890)

Parcel 2 (547 NW 7th Terrace and 547 NW 7th Terrace) and Parcel 3 (537 NW 7th Terrace)

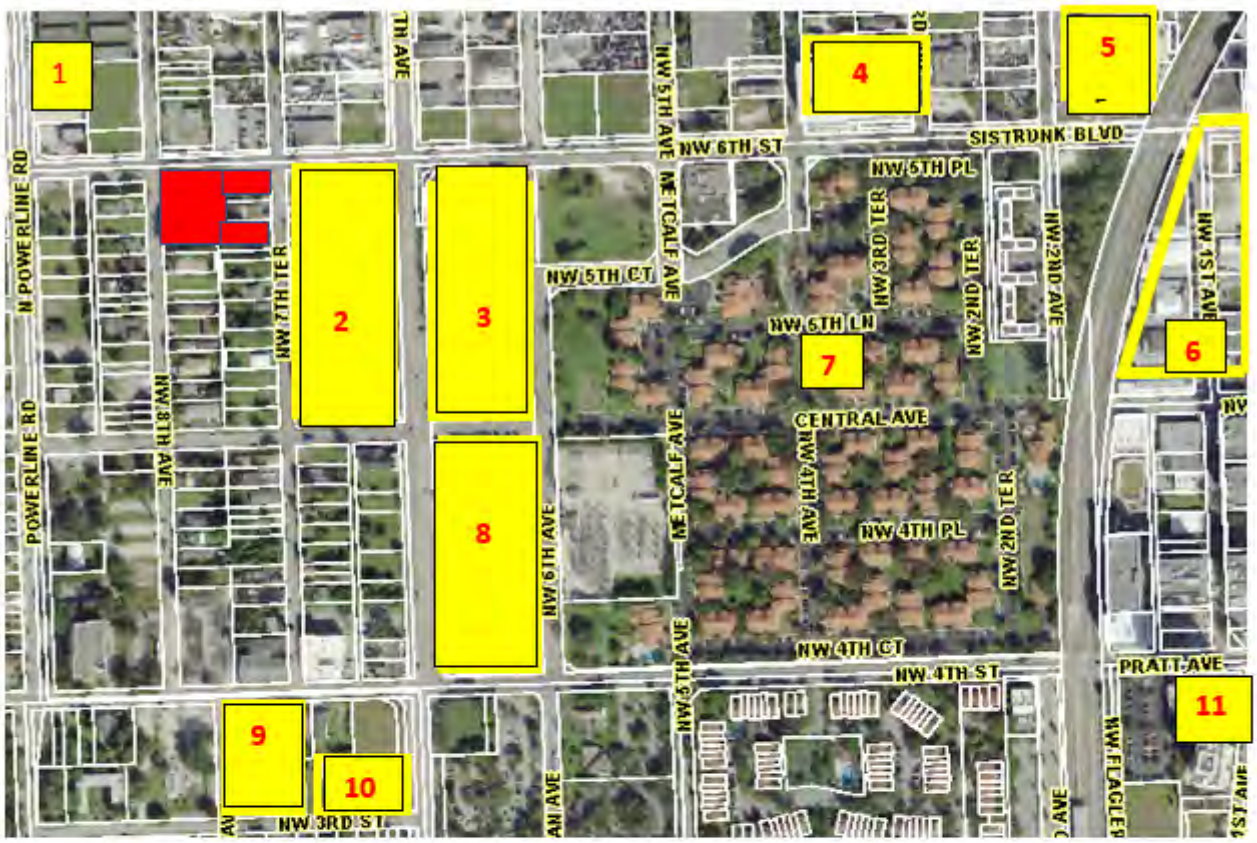
Lot 1, 2, 3, 6, 7 and 8, Block 15, NORTH LAUDERDALE, according to the plat thereof, as recorded in Plat Book 1, Page 48 of the public records of Dade County, Florida, and the East one-half (E ½) of an alley lying West of and adjacent thereto said Lots 1, 2, 3, 6, 7, and 8, now vacated per City of Fort Lauderdale Ordinance No. 88-17, Less the North 16.30 feet of said Lot 1 for Right-of-Way.

CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA.

(Parcel ID 5042-03-01-1600, 5042-03-01-1610 and 5042-03-01-1630)

(Collectively the "**Property**")

END OF SECTION



Project Site

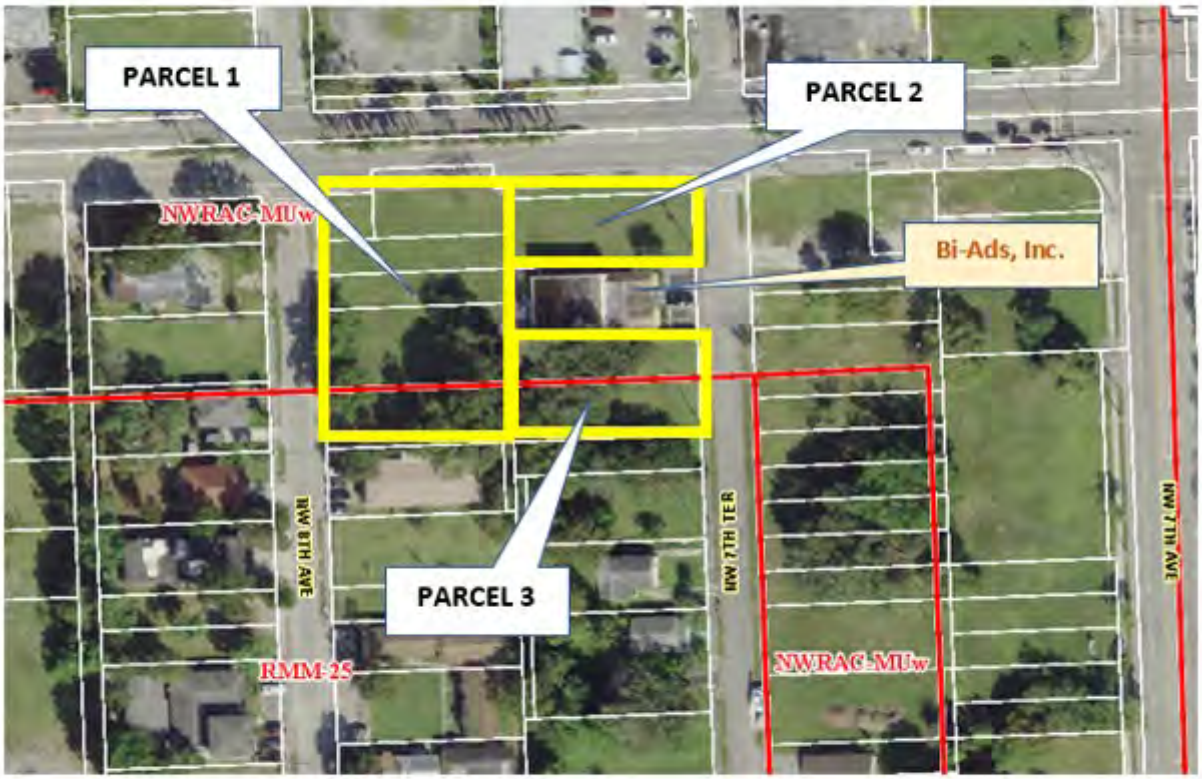
1. The Provident (new Class A retail space)
2. Approved West Village Project. (3.7 acre 6 story $103 million mixed use development)
3. Shoppes on Arts Avenue Shopping Center
4. Six13 (new 6 story $42 million apartment/mixed use development)
5. Sistrunk Market and Sistrunk Station (New 43,000 SF food hall, retail, event space, communal work-space, distillery, and brewery)
6. FAT Village Arts District
7. Regal Trace Apartments
8. US Post Office
9. Approved Mt Olive Apartments (new 6 story apartment development)
10. Approved Comfort Suites Hotel (new $17 million six story hotel)
11. New $36 Million 18 Story Hilton "Tru" and "Homes 2 Suites" Hotel

LOCATION MAP



The Property

PROJECT SITE



Note: The Project Site includes a right of ingress and egress to Bi-Ads. Inc for the east ½ of the vacated alley adjacent to Lots 2 and 3 (ID 504203011610) on CRA Parcel 2 as recorded in Book 17076, Page 606 of the Public Records of Broward County Florida.

Developer shall make it's own determination as to the impact of this right of access on the design and operation of the Project. This is the sole responsibility of the Developer

Parcel 1:
ID 5042 03 01 1850
ID 5042 03 01 1860
ID 5042 03 01 1870
ID 5042 03 01 1880
ID 5042 03 01 1890

Parcel 2:
ID 5042 03 01 1600
ID 5042 03 01 1610

Parcel 3:
ID 5042 03 01 1630



3.4 Appraised Value, History and Existing Documents

The Property is owned by the CRA and was appraised by American Realty Consultants as of October 5, 2021 (**Attachment 2**) as follows:

SUMMARY OF MARKET VALUE CONCLUSIONS				
PARCEL	**ADDRESS**	**PROPERTY ID**	**SQUARE FEET**	**MARKET VALUE**
1			24,778	$ 750,000.00
	538 NW 8 Avenue	504203011850		
	790 Sistrunk Blvd	504203011860		
		504203011870		
		504203011880		
		504203011890		
2			7,925	$ 225,000.00
	551 NW 7 Terrace	504203011600		
	547 NW 7 Terrace	504203011610		
3			10,125	$ 70,000.00
	537 NW 7 Terrace	504203011630		
TOTAL			42,828	**$ 1,245,000.00**

Please refer to surveys by McLaughlin Engineering Company, for square footage and dimensions of parcels, attached as **Attachment 3.**

The Property was purchased by the CRA between 2003 and 2007 as an assemblage of five parcels at a total cost of $ 190,131 including the purchase price, closing cost, environmental and demolition related charges.

When purchased by the CRA, Parcel 1 was vacant land except for a billboard sign on the property that was removed, Parcel 2 and Parcel 3 were also originally purchased by the CRA as vacant Land. All sites have since been cleared of vertical structures. Some foundation structures may still exist. All properties were purchased with Warranty Deeds, except for 547 NW 7 Terrace. There were Title Policies on all parcels secured at time of purchase.

Deeds and existing Title Policies for the sites are attached as **Attachment 4** for Parcel 1, **Attachment 5** for Parcel 2 and **Attachment 6** for Parcel 3**.** The original Environmental Assessments for the property when originally purchased by the CRA performed by MP Brown and Associates, Evans Environmental and Geosciences and Sphere Environmental Associates are attached as **Attachment 7** (Phase 1 dated April 2020, May 2003 and October 2006) and **Attachment 8** (Phase 2 dated June 2003). No current Environmental Assessments were secured by the CRA, and the property will be conveyed in "AS IS" condition. The Developer is responsible for their own due diligence and investigations. CRA makes no other representations or warranties as to the condition or status of the property and the Developer is not relying on any other representations or warranties of the CRA or any agent of the CRA. Developer acknowledges that neither the CRA nor any agent of the CRA has provided any other representations, warranties, promises, covenants, agreements or guarantees of any kind or character whatsoever, whether express or implied, oral or written, past, present or future, of as to, concerning or with respect to:

a. The nature, quality or condition of the Property, including without limitation, the water, soil and geology.
b. The income to be derived from the Property.
c. The suitability of the Property for any and all activities and uses which the Developer may conduct thereon.
d. The compliance of or by the Property or its operation with the laws, rules, ordinances or regulations of any applicable governmental authority or body.
e. The habitability, merchantability or fitness for a particular purpose for the Property; or
f. Any other matter with respect to the Property.

Without limiting the foregoing, CRA does not and has not made and specifically disclaims any other representation or warranty regarding the presence of any hazardous substances, as hereinafter defined at, on, or about the Property or the compliance or non-compliance of the Property with the laws, rules, regulations or orders regarding Hazardous Substances (collectively the "Hazardous Substance Laws"). The term "Hazardous Substances" shall mean and include those elements or compounds which are contained in the list of Hazardous Substances adopted by the United States Environmental Protection Agency and the list of toxic pollutants designated by Congress or the Environmental Protection Agency or under any hazardous Substance laws. Hazardous Substances shall also include Radon Gas. Developer further acknowledges that neither CRA nor any agent of the CRA has provided any representation or warranty with respect to the existence of asbestos or other Hazardous Substances on the Property.

3.5 Land Use and Zoning:

The Land Use designation of the Project Site is Northwest Regional Activity Center (NWRAC) and the Project Site is zoned a combination of Northwest Regional Activity Center Mixed Use west (NWRAC MUw) and Residential Multi-Family Midrise-Medium High Density (RMM-25).

ZONING SUMMARY			
	Parcel 1	***Parcel 2***	***Parcel 3***
Land Area - S.F.	*24,778*	*7,925*	*10,125*
Area-Acres	*0.5688*	*0.1733*	*0.2324*
Zoning	*NWRAC-MUw*	*NWRAC-MUw*	*NWRAC-MUw*
Size - S.F.	*18,543*	*7,925*	*5,000*
Zoning	*RMM-25*		*RMM-25*
Size - S.F.	*6,325*		*5,125*

3.5.1 The new NWRAC-MUw zoning district was created in 2014 by Ordinance No C-14-51 to help meet the vision and goals of the Community Redevelopment Plan for the CRA area to create a vibrant community with a successful mix of businesses and residential uses defined by walkable streets, quality buildings and an exceptional public realm experience. The new form-based code provides standardized dimensional requirements to achieve a consistent form of pedestrian oriented development in the area. It also provides for design standards. The Developer should fully familiarize themselves with the City's Unified Land Development Regulations (ULDR) when submitting their proposal for the site.

3.5.2 **The** Developer is responsible for insuring compliance with the City and other applicable codes prior to construction. It is recommended that prior to submittal of the proposed project, the applicant visit the site and the City Planning and Design office and either meet with Planning staff for a preliminary review or file an application for a Pre-DRC review to determine the projects compliance with City's code requirements and/or what approvals are needed and the process timeline for such approvals. The Developer is responsible for cost of the application and all related cost. On June 20, 2017, The CRA Board of Commissioners by Motion authorized the CRA Executive Director or his designee to sign City of Fort Lauderdale Development Review Committee Applications for Community Redevelopment Agency property to allow for review of projects proposed by Developers on CRA owed property (**Attachment 9**). Signing a DRC application, as applicable, to allow for such review it is not an endorsement of the proposed project, does not confer any rights to the Developer to the property and does not commit the CRA to the sale of the property.

3.6 Desired Timetable for Development:

It is the CRA's desire to negotiate and enter into a sale and development agreement with the top ranked Proposer within four (4) months from the due date of this RFP. It is assumed that all predevelopment approvals including site and development plan approvals and permitting, and commencement of the development will occur within six months from contract award. While the actual time may vary depending on the specific requirements unique to the project, it is assumed that the development will be fully completed within two years or less after contract award.

3.7 CRA Incentive Programs:

The CRA has approved various incentive programs to assist in redevelopment in the CRA area. The last modification of the incentive programs was approved by Resolution by the CRA Board at their meeting of April 17, 2018 (Item CR-1) (**Attachment 10**). Developers seeking CRA incentives as part of their project must submit a complete signed CRA incentive application when submitting your proposal for this RFP. The CRA is not recommending that the proposer rely on any of the CRA incentive programs for their project proposal, but rather the CRA is making Developers aware of the programs. A description of the CRA Incentive programs and their funding applications can be found on the CRA website at www.fortlaudedalecra.com.

END OF SECTION

SECTION IV – SUBMITTAL REQUIREMENTS

4.1 Instructions

4.1.1 The City of Fort Lauderdale uses BidSync (www.bidsync.com) to administer the competitive solicitation process, including but not limited to soliciting proposals, issuing addenda, responding to questions / requests for information. There is no charge to register and download the RFP from BidSync. Proposers are strongly encouraged to read the various vendor Guides and Tutorials available in BidSync well in advance of their intention of submitting a proposal to ensure familiarity with the use of BidSync. The City shall not be responsible for a Proposer's inability to submit a proposal by the end date and time for any reason, including issues arising from the use of BidSync.

4.1.2 Careful attention must be given to all requested items contained in this RFP. Proposers are invited to submit proposals in accordance with the requirements of this RFP. Please read entire solicitation before submitting a proposal. Proposers must provide a response to each requirement of the RFP. Proposals should be prepared in a concise manner with an emphasis on completeness and clarity. Notes, exceptions, and comments may be rendered on an attachment, provided the same format of this RFP text is followed.

4.1.3 All information submitted by Proposer shall be typewritten or provided as otherwise instructed to in the RFP. Proposers shall use and submit any applicable or required forms provided by the City and attach such to their proposal. Failure to use the forms may cause the proposal to be rejected and deemed non-responsive.

4.1.4 Proposals shall be submitted by an authorized representative of the firm. Proposals must be submitted in the business entities name by the President, Partner, Officer or Representative authorized to contractually bind the business entity. Proposals shall include an attachment evidencing that the individual submitting the proposal, does in fact have the required authority stated herein.

4.1.5 All proposals will become the property of the City and the CRA. The Proposer's response to the RFP is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law"). The City and CRA shall permit public access to all documents, papers, letters, or other material submitted in connection with this RFP and the Contract to be executed for this RFP, subject to the provisions of Chapter 119.07 of the Florida Statutes. Any language contained in the Proposer's response to the RFP purporting to require confidentiality of any portion of the Proposer's response to the RFP, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other information to the City which the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Proposer's response to the RFP constitutes a Trade Secret. The city's determination of whether an exemption applies shall be final, and the Proposer agrees to defend, indemnify, and hold harmless the city and the city's officers, employees, and agent, against any loss or damages incurred by any person or entity as a result of the city's treatment of records as public records. In the event of Contract award, all documentation produced as part of the Contract shall become the exclusive property of the City and CRA.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT PRRCONTRACT@FORTLAUDERDALE.GOV, 954-828-5002, CITY CLERK'S OFFICE, 100 N. ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA 33301.

Contractor shall:

1. Keep and maintain public records required by the City in order to perform the service.

2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2018), as may be amended or revised, or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of this contract if the Contractor does not transfer the records to the City.

4. Upon completion of the Contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of this Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

   Reference to the City in this Section shall also be deemed to refer to and apply to the CRA.

4.1.6 By submitting a response Proposer is confirming that the firm has not been placed on the convicted vendors list as described in Section §287.133 (2) (a) Florida Statutes; that the only person(s), company or parties interested in the proposal as principals are named therein; that the proposal is made without collusion with any other person(s), company or parties submitting a proposal; that it is in all respects fair and in good faith, without collusion or fraud; and that the signer of the proposal has full authority to bind the firm.

4.2 Contents of the Proposal

The City deems certain documentation and information important in the determination of responsiveness and for the purpose of evaluating proposals. Proposals should seek to avoid information in excess of that requested, must be concise, and must specifically address the issues of this RFP. The City prefers that proposals be no more than 100 pages in one complete pdf document. The proposals should be organized, divided, and indexed into the sections indicated

herein. These are not inclusive of all the information that may be necessary to properly evaluate the proposal and meet the requirements of the scope of work and/or specifications. Additional documents and information should be provided as deemed appropriate by the respondent in proposal to specific requirements stated herein or through the RFP.

All proposal must be submitted through BidSync, please refer to Section 1.4.

4.2.1 Table of Contents

The table of contents should outline in sequential order the major areas of the submittal, including enclosures. All pages should be consecutively numbered and correspond to the Table of Contents.

4.2.2 Executive Summary

Developer must submit a written, site-specific development proposal with an executive summary that summarizes the key elements of the proposal and how the project is responsive to the NPF CRA Community Redevelopment Plan and RFP

4.2.3 Company Information

Detailed company information including at a minimum the following:

a) Company address, phone number, fax number, E-Mail address, web site, contact person(s), federal tax Identification number (If applicable), etc. Description of the principal; business and activities of the firm. Include the number of years the firm has been in operation and any other names under which it operated. Whether the company qualifies as a local, minority or woman owned business (if applicable) person(s), etc.
b) Minority/Women (M/WBE) Participation and opportunities for employment of residents.
c) Background, experience and qualifications of key staff and principals.
d) Names and addresses of general contractors, consultants and subcontractors that you plan to use for the Project, and background, experience and qualifications of all members of the development team.
e) Proposed partnership/ownership and management structure of the Proposer. Indicate the business structure: corporation, partnership, limited liability company or other entity. Firm should be registered as a legal entity in the State of Florida. Provide a copy of the firm's certificate of corporation (if applicable); Proof that the Proposer is licensed in the State of Florida and Broward County.
f) Relative size of the Proposer, including management, technical and support staff, and any other pertinent information shall be submitted.
g) Proposed initiatives to provide employment opportunities to local residents (if applicable).
h) References from vendors and /or companies doing business with your firm. Provide at least three references for projects with similar scope as listed in this RFP.
i) Information should include:
    - Client Name, address, contact person telephone and E-mail addresses.
    - Description of work.
    - Year the project was completed.
    - Total cost of the project estimated and actual.
j) Detailed company experience including a list of and description of projects of the same scale successfully completed. Indicate the firm's number of years of experience in development of projects of similar size and scope and your ability

to meet timeline and other project requirements.

k) State whether your project will quality for and whether you will seek LEED or other industry recognized sustainability and energy efficiency building certifications for the project.

4.2.4 Community and Economic Benefits

Community Benefits is equitable development that includes development promises, actions and offerings that result in a direct benefit to the local community with the outcomes measured by their impact on the community. This may include affordable housing and workforce housing, permanent job opportunities in the form of local hiring from within the CRA boundaries and job training, educational opportunities for CRA residents, sustainability and environmental benefits, quality of life considerations such as improved lighting, safety, transportation and parking, greenspace, access and opportunities for healthy food options, improved cultural awareness, opportunities for art and local artist, facilities available for community use, sensitivities to surrounding uses, business that will best serve residents and resident needs with local businesses prioritized, rental rates for commercial tenants that are realistic and affordable for local, small businesses and startups and opportunities for CRA residents and local businesses to participate in the redevelopment process, build-out of commercial space by developers for small business and start-ups and other actions and opportunities the are responsive to community needs. Developers may propose to include additional properties including their own property and other properties available for redevelopment to expand the project footprint to increase the community and economic benefits of the project. Community, Economic and Impact Benefits that are measurable and documentable will be required in the Development Agreements with the selected Developer

4.2.5 Financial Information

A. Demonstrated Proof of Financial Capacity: Demonstrated proof of Financial Capacity indicating the financial position of the Developer for the past three years including annual income statements prepared by an independent, licensed CPA, or for a newly formed entity, current income statements prepared by an independent CPA for all principals covering the past three years. Additional information shall include financial references, including the name of the bank, financial institution or individual used as a reference and their names and phone number.

B. Proposed Financing Plan. The Proposed Financing Plan should describe all proposed sources of financing, probable conditions, equity injections, credit enhancement, debt coverage ratios and return on investment. It should be supported by a financial pro-forma which includes detailed development cost and source and use statement identifying all hard and soft cost, land cost, cost of construction, projected income, debt service, square foot cost and proposer's profit, a cash flow statement over a period of ten years including all assumptions, showing income, expenses, net operating income, debt service and cash flow, funding commitments letters, type of security for completion of the development, guarantees and bonding capacity, public subsidies and incentives requested; major tenant commitments provided on their letter head and signed by a representative who is authorized to contractually bind the tenant.

C. A description of the financial involvement of the CRA, if any. **If you are requesting CRA financial assistance for the project from its incentive programs, a <u>complete</u> CRA Incentive program application is required when you submit your RFP Proposal. Failure to submit a CRA Incentive program application by the Submission Date of this RFP will be interpreted that <u>NO</u> CRA incentive are being**

requested for the Project. A description of the CRA Incentive programs and their funding applications can be found on the CRA website at: www.fortlauderdalecra.com

D. THE PROPOSED PURCHASE OFFER FOR THE PROPERTY (See Section VI)

E. A summary of the economic impacts of the project including but not limited to project tax increment revenues.

4.2.6 Project Plans and Information

A. A site specific, Conceptual Site Plan and a determination of what regulatory approvals may be required to construct the project, and whether rezoning is required.
B. Conceptual Landscape plan and a summary of how the landscape plan exceeds minimum Requirements.
C. Floor plans, with square footage and dimensions.
D. Front, side and rear elevations with dimensions.
E. Parking and Calculations
F. Anticipated off-site public improvements required for your project
G. Detailed list of all sustainable and energy efficiency features and whether the project will qualify for Leadership in Energy and Environmental Design (LEED) Certification by USGBC.
H. Type of construction and cost of improvements.
I. Proposed initiatives to provide employment opportunities for CRA residents, number of Full Time Equivalent (FTE) Jobs, job positions and projected salaries.
J. Narrative Marketing Plan providing a detailed description on how the Developer intends to market the Project and proposed strategy to achieve economic viability (as applicable).
K. A projected Timetable for Development indicating the major milestones and activities that will take place through project completion. It is the desire of the CRA to have the project completed without delays and in a timely manner.
L. **High quality graphic perspective/views** that realistically depict the project at street level.
M. A detailed narrative and list of all measurable **Community and Economic Benefits and Impacts** that will be achieved as a result of the Project.

4.2.7 For Projects that include a Residential Element

Whether the units are for sale or rental, purchase price, rental rates, size of units bedroom mix, standard features, affordability, density, target population and parking per unit. For affordable and workforce housing projects, include affordability period, services and amenities.

4.2.8 For Projects that include a Commercial – Retail or Office Element

Provide Letters of intent from prospective tenants (if applicable) and state the proposed leasing rates. Commercial leasing rates must demonstrate that they are affordable to small businesses and start-ups to minimize vacant, unrented retail space at the Property once constructed and offer maximum opportunities for small businesses to participate in the redevelopment process. Also, provide information on whether you will assist retail tenants with the buildout of their proposed space

4.2.9 Minority/Women (M/WBE) Participation
If your Proposer is a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985, provide copies of your certification(s). If your Proposer is not a certified M/WBE, describe your company's previous efforts, as well as planned efforts in meeting MBE/WBE procurement goals under Florida Statutes 287.09451.

4.2.10 Subcontractors (Not applicable)

4.2.11 Required Forms

A. Proposal Certification
Complete and attach the Proposal Certification provided herein.

B. Non-Collusion Statement
This form is to be completed, if applicable, and inserted in this section.

C. Non-Discrimination Certification Form
This form is to be completed and inserted in this section.

D. Sample Insurance Certificate
Demonstrate your firm's ability to comply with insurance requirements. Provide a previous certificate or other evidence listing the Insurance Companies names for the required coverage and limits.

E. Active Status Page from Division of Corporations – Sunbiz.org
Provide PDF of current page with your proposal.

4.2.12 All proposal submissions and material become the property of the City and CRA public record and shall not be returned

END OF SECTION

SECTION V – EVALUATION AND AWARD

5.1 Intent

It is the intent of the CRA to select a Developer who submits a development proposal Where:

5.1.1 The proposed Project is in the best interest and in furtherance of the purposes of the Community Redevelopment Plan and Vision Statement for the area in the Redevelopment Plan; provides Community Benefits, significant Economic Impact and is most responsive to the requirements of the RFP; and

5.1.2 The Developer demonstrates the financial capacity. development experience, qualifications and ability best suited to carry out the proposal; and

5.1.3 Conceptual Project Plans demonstrate sustainability, superior design, construction and features; and

5.1.4 The Proposed Project does not require significant CRA financial resources, as reflected in the Developer's Purchase Offer made for the Property and CRA development incentives requested by the Developer.

Developers whose uses may be considered by the Broward County Property Appraiser to be tax exempt from ad valorem (property) taxes, may be required to enter into an agreement with the City of Fort Lauderdale for payment in lieu of taxes of tax revenues that would have been generated by the Project.

The proposals will be reviewed by CRA staff for completeness. City and CRA staff have the right to reject any and all proposal and has the right to determine if material/information submitted is acceptable or if information not submitted allows the proposal to be deemed sufficient. Proposals that do not include all the information and materials requested may be deemed non–responsive. CRA reserves the right to accept or reject any and all proposals, either in whole or in part with or without cause, waive any technicalities or irregularities of any proposals, cancel this request for proposals, and to make the award in the best interest of the CRA, subject to approval of the CRA Board of Commissioners

5.2 Evaluation Procedure

5.2.1 Bid Tabulations/Intent to Award

Notice of Intent to Award Contract/Bid, resulting from the City's Formal solicitation process, requiring City Commission action, may be found at: http://www.fortlauderdale.gov/departments/finance/procurement-services/notices-of-intent-to-award. Tabulations of receipt of those parties responding to a formal solicitation may be found at: http://www.fortlauderdale.gov/departments/finance/procurement-services/bid-results, or any interested party may call the Procurement Services Division at 954-828-5933.

5.2.2 Evaluation of Proposals

Evaluation of proposals will be conducted by an Evaluation Committee, consisting of a minimum of three members of Northwest Progresso Flagler Heights (NPF) CRA Advisory Board, and/or other persons selected by the City Manager or his designee. All Evaluation Committee members must be present at scheduled evaluation meetings.

5.2.3 The Committee may short list Proposals, that it deems best satisfy the weighted criteria set forth herein. The Committee may also conduct interviews and/or require oral presentations from the Proposers as it deems necessary in their evaluation of Proposals. Proposals shall be evaluated based upon the information and references contained in the responses as submitted.

5.2.4 The City may require visits to the Proposer's facilities to inspect record keeping procedures, staff, facilities, and equipment as part of the evaluation process.

The CRA Executive Director will bring the recommendation of the Evaluation Committee to the CRA Board of Commissioners (CRA Board) for consideration of contract award. Additional presentations maybe required before the Northwest Progresso Flagler Heights CRA Advisory Board for their review and recommendation to the CRA Board. The Developer of the top ranked proposal so selected by the CRA Board will have the right to negotiate directly with the Executive Director of the CRA or his designee for the purpose of entering into a Development Agreement with the CRA. The CRA reserves the right to terminate negotiations and then negotiate with the next ranked Developer if satisfactory progress toward an agreement is not being achieved. The selected Developer will be required to enter into a development agreement with the CRA that may include, but not be limited to restrictions on use and structures, conditions for conveyance of property by the CRA, insurance, indemnification, guarantees for completion of project and other conditions that are in the best interest of the public and the CRA. The CRA Board also reserves the right to reject all proposals.

5.2.5 Evaluation Criteria

The CRA uses a mathematical formula to determine the scoring for each individual responsive and responsible firm based on the weighted criteria stated herein. Each evaluation committee member will rank each firm by criteria, giving their first ranked firm a number 1, the second ranked firm a number 2, and so on. The City shall multiply that average ranking by the weighted criterion identified herein to determine the total points for each proposer. The lowest average final ranking score will determine the recommendation by the Evaluation Committee to the CRA Executive Director.

5.3. Weighted Criteria

The Proposed Project is in the interest and furtherance of the CRA Redevelopment Plan and Vision Statement for the area in the Redevelopment Plan, Provides Community Benefits significant Economic Impact and is most responsive to the requirements of the RFP	25%
The Developer demonstrates the financial capacity, development experience, qualifications and ability best suited to carry out the proposal.	25%
The Conceptual Project Plans demonstrate sustainability, superior design, construction and features.	25%

Purchase Offer, Incentive: The level at which they do not require significant CRA financial resources.	25%
TOTAL PERCENT AVAILABLE:	100%

5.4 Contract Award

The CRA reserves the right to award a contract to that Developer who will best serve the interest of the City and CRA. The City and CRA reserves the right, based upon its deliberations and in its opinion, to accept or reject any or all proposals. The City and CRA also reserves the right to waive minor irregularities or variations of the submittal requirements and RFP process

END OF SECTION

SECTION VI – PROPERTY PURCHASE OFFER PAGE

Developer Name: _____

Developer agrees to purchase the Properties at the below stated prices in accordance with the terms, conditions, and specifications in this RFP.

The Developer acknowledges and understands the Florida Statues, Section 163.380(2), Community Redevelopment Act which states, if the CRA Property is disposed of for less than fair value, such disposition shall require approval of the governing body, such approval may only be given following a duly noticed public hearing. If the Developer is offering less than the appraised value of the property, the Developer must submit pertinent data and analysis, with their proposal, outlining how the proposed Purchase offer was determined.

The Developer's Purchase offer must include the entire property consisting of Parcel 1, Parcel 2 and Parcel 3.

1. **Parcel 1 Purchase Offer** **$**_____
2. **Parcel 2 Purchase Offer** **$**_____
3. **Parcel 3 Purchase Offer** **$**_____

Financial Resources (If Required) **$**_____

Submitted by:

_____ _____
Name (printed) Signature

_____ _____
Date Title

Version 12-2021

ATTACHMENT 1

Community Redevelopment Plan

CITY OF FORT LAUDERDALE

and the

FORT LAUDERDALE COMMUNITY REDEVELOPMENT AGENCY

COMMUNITY REDEVELOPMENT PLAN: NORTHWEST-PROGRESSO-FLAGLER HEIGHTS AREA

MODIFIED AND RESTATED

MARCH 15, 2016

MODIFIED AND RESTATED MARCH 15, 2016

CITY OF FORT LAUDERDALE, FLORIDA

FORT LAUDERDALE CITY COMMISSION

and the

FORT LAUDERDALE CRA BOARD OF COMMISSIONERS

John P. "Jack" Seiler
CRA Chairman

Robert L. McKinzie, Vice-Mayor
CRA Vice-Chairperson

Bruce G. Roberts, Commissioner
CRA Commissioner

Dean Trantalis, Commissioner
CRA Commissioner

Romney Rogers, Commissioner

Lee R. Feldman, City Manager
CRA Executive Director

Cynthia A. Everett, City Attorney

Stanley D. Hawthorne, Assistant City Manager

NPF CRA ADVISORY BOARD:

Steve Lucas, Chair
Ella Phillips, Vice-Chair
Leann Barber
Ron Centamore
John P Wilkes, Esquire
John D. Hooper
Dylan M. Lagi
Sonya Burrows
Mickey Hinton
Jessie Adderley
Scott Strawbridge
Alan L. Gabriel, Esquire
Camille Hansen
Dev Ramesh Motwani

CONTRIBUTING STAFF:

Special Thanks to all the Staff from the following departments for their unique contributions to the amending of the Plan.

The City Manager's Office
Sustainable Development
Transportation and Mobility
Finance
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SECTION 1

INTRODUCTION AND BACKGROUND

This is the Community Redevelopment Plan ("Redevelopment Plan") for the Northwest - Progresso - Flagler Heights Community Redevelopment Area (NPF CRA). The original version of this Plan, known as the Northwest Progress Flagler Heights Redevelopment Plan, was adopted by the Fort Lauderdale City Commission on November 7, 1995. An update to the original plan was adopted by the Fort Lauderdale City Commission on May 15, 2001. A Plan amendment for expansion of the CRA Boundary was completed in 2002 and a minor amendment to add three new project based activities was done in August 2013. References herein to the "Plan" are to the 2001 Plan as amended by those updates.

A. COMMUNITY REDEVELOPMENT AREA DESCRIPTION

Exhibit 1 hereto provides a Boundary Map of the NPF CRA.

General Description

The NPF CRA is generally located between Sunrise Boulevard on the north, Broward Boulevard on the south, the City corporate limit line on the west, and Federal Highway on the east; except for that portion lying south of N.E. 4th Street and east of Andrews Avenue between Broward Boulevard and Federal Highway, which is excluded.

The entire NPF CRA is located within a former State Enterprise Zone, and the northeast portion of the area is within the Fort Lauderdale Downtown Regional Activity Center (RAC).

For purposes of land development planning, and for reviewing the scale, character, densities and intensities of the land use within the NPF CRA, the area is further described by its two most distinctive subsections -- the Northwest District, and the North Lauderdale, Progresso and Flagler Heights Areas, referred to as the Flagler Heights RAC Area. The boundaries of these subsections are generally described below.

Northwest District

The Northwest District Area generally consists of the Dorsey-Riverbend, Durrs, Home Beautiful Park, and the City View neighborhood area. It is contiguously located to the east of the Broward Central County Community Redevelopment Area, west of the Flagler Heights RAC Area, and northwest of the City's Downtown Central Business District.

The boundary for the Northwest District is West Sunrise Boulevard on the north, Andrews Avenue to the east, West Broward Boulevard on the south, and on the west by the corporate limit line, and also includes the area starting at the intersection of the FEC Railroad and N.W. 7th Street to Sunrise Boulevard, and between Andrews Avenues and the FEC Railroad. The area south of this intersection that overlaps with the Flagler Heights RAC Area between Andrews Avenue and the FEC Railroad is excluded.

Flagler Heights RAC Area

The Flagler Heights RAC Area generally consists of all or a portion of the Flagler Heights neighborhood areas. It is contiguous to the east of the Northwest District and north of the City's Downtown Central Business District. It is to be noted that Exhibit 1 shows the Flagler Heights RAC Area as it relates to all portions of the Downtown Regional Activity Center area that is within this portion of the NPF CRA, including that portion west of the FEC Railroad that is also within the Northwest District. The traditional boundary of the Flagler Heights neighborhood area is Sunrise Boulevard on the north, Federal Highway on the east, N.E. 4th Street on the south, and the FEC Railway on the west.

NPF CRA Legal Description

The NPF CRA has been legally described as that area of the City of Fort Lauderdale lying in Sections 2, 3, 4 and 5, Township 50 South, Range 42 East, Broward County, Florida, being described as follows:

> All of Said Section 5 lying easterly of the corporate limits of the City of Fort Lauderdale, as described in Chapter 65-1540, Florida Statutes and in City of Fort Lauderdale Ordinance C-75-41; together with all of said Sections 3 and 4 lying south of the south right-of-way line of Sunrise Boulevard; together with all of that portion of said Section 2 lying West of the westerly right-of-way line of North Federal Highway and South of the south right-of-way line of Sunrise Boulevard; less and except that portion of said Section 3, being bounded on the west by the east right-of-way line of North Andrews Avenue, on the south by the south line of said Section 3, on the east by the east line of said Section 3 and on the north by the south right-of-way line of Northeast 4th Street; with the inclusion of the "Konover Parcel" bounded on the South by the north right-of-way line of West Broward Boulevard, bounded on the West by the east right-of-way line of Northwest 25th Avenue, bounded on the North by the south line of "R.E.B. Plat", Plat book 74, Page 43, of the Public Records of Broward County, Florida and bounded on the East by the west line of the east half of the east half of said Section 5, located on the north side of West Broward Boulevard between I-95 and Northwest 27th Avenue.

B. REDEVELOPMENT LEGAL AUTHORITY

This Community Redevelopment Plan has been prepared in accordance with Part III, Chapter 163; Florida Statutes entitled the Community Redevelopment Act (Redevelopment Act), which confers upon local governments certain powers to plan and execute redevelopment activities and programs.

Delegation of Powers

The Board of County Commissioners of Broward County, Florida ("BCC") adopted Resolution No. 89-1132 on April 11, 1989, delegating to the City of Fort Lauderdale the redevelopment powers of the Redevelopment Act for such programs operating within the

corporate limits, subject to the review and approval by the BCC of the City's Community Redevelopment Plan and any amendments thereto.

Finding of Necessity

City of Fort Lauderdale City Commission Resolution No. 95-86 adopted on June 20, 1995, found the Northwest - Progresso - Flagler Heights Community Redevelopment Area to be impaired by a combination of factors and conditions indicative of blight, as that term is defined in the Redevelopment Act, and authorized the preparation of a Community Redevelopment Plan in order to identify and develop plans and activities designed to eliminate and prevent the spread of blighting conditions and to develop workable program to aid in its rehabilitation, conservation, and redevelopment.

Powers and Authority

The Fort Lauderdale City Commission for and on behalf of the City of Fort Lauderdale, and when acting separately in its capacity as the Board of Commissioners for the Fort Lauderdale Community Redevelopment Agency, reserves for itself, its officers, employees and agents, all the powers, duties and responsibilities vested to it and provided by the Redevelopment Act to carry out the purposes and intent of this Redevelopment Plan, including the use of the power of eminent domain.

It is the intent of the City of Fort Lauderdale ("City") and the Fort Lauderdale Community Redevelopment Agency ("CRA") that whenever reference is made in this Redevelopment Plan to City or CRA in undertaking or exercising some of the power or authority granted by the Redevelopment Act, then such power and authority are deemed to have been granted and exercisable in connection with the implementation of this plan.

This Plan updates and amends the Northwest Progress Flagler Heights Redevelopment Plan adopted by the Fort Lauderdale City Commission on November 7, 1995 (the "Original Plan") and incorporates the amendments from the May 2001 update. Certain projects, programs, undertakings, and actions contemplated by the Original Plan are being implemented or are in progress at the time of the adoption of the Plan Update. Nothing in the Plan Update is intended nor shall anything herein be applied to stop, curtail, limit or restrict the implementation of those projects, programs, undertakings and actions under the Original Plan unless expressly stated herein to that effect. All such projects, programs, undertakings and actions under the Original Plan that are being implemented and are in progress as of the adoption of Plan Update may be continued to completion in the manner contemplated by the Original Plan and such projects, programs, undertakings and actions are deemed to be activities contemplated by this Plan.

This Plan contains provisions that contemplate actions to be taken by the City of Fort Lauderdale, including the City Commission or various agencies, departments or boards of the City. While the City Commission has adopted this Plan, any actions to be taken by the City constitute recommendations that will require action to be taken by the City to approve and authorize implementation of any such actions.

C. SUMMARY OF HISTORICAL COMMUNITY NEEDS

The Northwest District has been the focus of study and planning since at least the early 1960s. While many improvement programs have been designed and implemented, there is no dispute among community and neighborhood leaders of the need for continuing to concentrate programs for improvement in this area.

In May 1987, the City conducted a Charrette with neighborhood residents in the Northwest District to discuss community needs and to help create a vision for the area to further refine and help guide the planning and redevelopment. Problems identified by the Sistrunk Charrette included: incompatible adjacent land uses without adequate buffers; poor street alignment of north and south roadways; lack of adequate off-street parking; lack of adequate vehicle speed controls; poorly maintained and deteriorating buildings; the need for improved streetscape; lack of affordable housing; and the lack of public-private reinvestment incentives to retain or attract neighborhood-based businesses. Unemployment and lack of private investment in the community have historically been ranked by the area residents as the primary barriers to sustainable improvement. On October 3, 1989, the city adopted the Safe Neighborhood Plan for the Northwest Neighborhood Improvement District, which provides extensive analysis, strategies, and recommendations on accomplishing the vision set forth by neighborhood residents at the Sistrunk Charrette. The Safe Neighborhood Plan and the Northwest Neighborhood Improvement District no longer exist; however, this information remains for historical perspective.

Several studies during the 1980s involving the North Lauderdale Progresso area and its relationship and interaction with the Central Business District were conducted. In May 1985, a report to the City Commission found major problems in the area to include: transient population, with no active neighborhood association or crime watch program; lack of property maintenance, both with buildings and overgrown lots; code violations perpetuated by low owner occupancy and deferment of maintenance by absentee owners; inconsistent and incompatible land use; inflated property values caused by speculation due to the area's relationship to the downtown. In February 1989, a Charrette for the North Lauderdale - Progresso area was conducted. Among the other important recommendations involving improved development regulations and code enforcement, were recommendations to establish both a Safe Neighborhood Improvement District and a Community Redevelopment District in this area.

Between 1990 and 1991, two community workshops and a series of smaller stakeholder meetings and interviews were conducted with residents and property owners of the Fort Lauderdale Downtown Regional Activity Center, which includes the urban core and its adjoining sub area. Optimizing the potential of underdeveloped areas such as the North Lauderdale - Progresso - Flagler Heights neighborhood was identified among the many important issues and concerns to be addressed. In 1992, an urban design study called "A Vision for the City Center: Fort Lauderdale Regional Activity Center" was presented. It lays the groundwork for the preparation of more relevant development regulations, and sets forth urban design concepts that translate the aspirations of the community and individual stakeholder into a physical representation of the overall theme contemplated in achieving the vision for the future of the Regional Activity Center.

City, County, and community officials have worked to reform the City's zoning and development regulations, and to further complete the study and analysis necessary to formulate a program of redevelopment for the NPF CRA. In 1999, the CRA evaluated the progress in the district, established additional objectives, and updated targeted project areas. The CRA Board adopted policies and programs to implement the established goals of the agency and began meeting monthly to focus on issues solely associated with the CRA district.

Targeting private sector partners became a priority for the CRA. Financial incentives were packaged and partnerships formed with local lending institutions. Master plans for the Midtown Business District the area located between N.W. 15th Avenue and the FEC Railroad Tracks, and the Flagler Heights areas are underway that include zoning revisions and other initiatives to support redevelopment.

Also, to ensure the CRA remains focused on the redevelopment objectives within this plan, a Strategic Plan was produced that identifies short term goals and objectives and will be updated annually to monitor progress. Tax increment financing may be used anywhere within the Community Redevelopment Area as determined in accordance with the annual Strategic Plan.

As the CRA district, as well as the City in general, continues to evolve, additional programs and projects are being proposed that will address current and future needs. For example, major strides have been made in relation to identifying transportation and mobility needs enabling the Agency to take an active role in the development of transit initiatives. Considering the increase in residential development safety and security of residents and future businesses warrants investment in CPTED (Crime Prevention Through Environmental Design) and other security driven initiatives including public camera systems, public safety and security measures and increased lighting levels and code enforcement programs. Finally, new and expanded quality of life programs and projects will be included in the CRA Plan that include but are not limited to marketing and events activity to generate awareness of the District's growing economy, art and public enhancements to parks and public spaces, community gardens and urban forestry programs, and health related projects and programs and other initiatives related to land, real estate development, parking and other development driven initiatives.

D. REDEVELOPMENT GOALS AND OBJECTIVES

This part of the Plan provides background and summations on visions that have been developed and recognized over the years for the various major subsection of the NPF CRA, an enumeration of the goal, objectives and policies of the Future Land Use Plan, and the redevelopment plan objectives for this Redevelopment Plan.

Effects of other Studies and Plans

This Redevelopment Plan has been prepared after review and analysis of other data, information, studies, and plans existing at the time of preparation and adoption.

Taken into account during the preparation of this Redevelopment Plan were: 1) the City's "Safe Neighborhood Improvement Plan for the Northwest Improvement District," adopted October 3, 1989; 2) the "City of Fort Lauderdale Comprehensive Plan: Future Land Use

Element," adopted June 13, 1989, as amended; 3) "A Vision for the City Center: Fort Lauderdale Downtown Regional Activity Center," prepared January 1992; 4) "City of Fort Lauderdale: State Enterprise Zone Program and Designation," prepared May 1995; 5) the City's "Neighborhood Conditions. Study and Finding of Necessity Report for the Northwest - Progresso — Flagler Heights Community Redevelopment Area," approved on June 20, 1995; and 6) the CRA Strategic Plan dated April, 2000, which will be updated on an annual basis. The 2015 amendments further reviewed the 5-Year Program dated October 2013 and incorporated those programs into this document.

Future Land Use Plan Goal Objectives and Policies

On June 13, 1989, the City adopted the "City of Fort Lauderdale Comprehensive Plan: Future Land Use Element" (Future Land Use Plan). The goal of the Future Lead Use Plan is to: "Encourage the use of land in a manner that will preserve and enhance the character of Fort Lauderdale by establishing land development guides designed to promote environmental protection, meet social and economic needs, provide for adequate service and facilities, conserve natural resources, and ensure compatibility of land uses."

As adopted by the City Commission and accepted by the County Commission, the Future Land Use Plan establishes objectives and policies to identify areas of focus and provide guidance on implementation criteria to help achieve the goal.

The Future Land Use Plan endorses, in part, completing redevelopment activities pursuant to the City's adopted Northwest Redevelopment Plan, and encourages further evaluation of recommendations contained in the Safe Neighborhood Improvement Plan for the Northwest Neighborhood Improvement District (as of 2015, the Safe Neighborhood Improvement Plan and the Northwest Neighborhood Improvement District no longer exist). Other important adopted objectives relate specifically to the Downtown Regional Activity Center (RAC) designation in the land use plan, and the need to establish and revise development regulations to assure proper and compatible development within transitional neighborhoods made a part of the RAC area (such as North Lauderdale, Progresso and Flagler Heights), and neighborhoods adjoining the RAC area (such as those within the Northwest Neighborhood Improvement District).

This Redevelopment Plan is consistent with and designed to aid in the implementation of the goals, objectives and policies of the Future Land Use Plan, which form the basis of the goals and objectives of this Redevelopment Plan. To summarize those most related to redevelopment plan objectives, the following statements provide excerpts from the Future Land Use Plan.

- Continue to utilize design guidelines and land development standards unique and specific to the Downtown Regional Activity Center (Downtown RAC) area in order to promote quality development of a desirable nature in the City's downtown.
- Continue to utilize transitional zones between the Downtown RAC and adjacent established neighborhoods to protect against incompatible uses.

- Utilize design guidelines and land development standards unique and specific to the Northwest Regional Activity Center (Northwest RAC) area in order to promote quality development of a desirable nature in the Northwest District.
- In existing neighborhoods, development shall be compatible with desired neighborhood density and with specific plans for redevelopment and revitalization.
- Evaluate industrial land uses in the Northwest RAC to determine where possible zoning changes are needed to assure compatibility with surrounding neighborhoods.
- Support community development activities and programs including housing rehabilitation, small business development, climate change adaptation, facilitation of all types of housing, including, but not limited to, low and moderate-income housing, and land assembly program in the NPF.
- Encourage the development of the infrastructure necessary to meet adopted levels of service standards set in individual elements, to support the Downtown-RAC and the Northwest-RAC.
- Encourage redevelopment and expansion of employment and housing opportunities for very low, low and moderate-income households within the Northwest RAC through the establishment of alternate levels of service on portions of the roadway network serving the area.
- Respond to community desires and preserve neighborhood integrity through the master planning process.

As it relates to the above, some paraphrasing and edification to the stated objectives and policies as found in the Future Land Use Plan have been made solely for the purpose of clarifying their meaning, and not for any intended purpose of altering their stated intent.

Redevelopment Plan Objectives

It is not the intent of this Redevelopment Plan to duplicate the efforts of other programs, efforts, and initiatives being implemented in both the Northwest District Area and the Flagler Heights RAC Area. Where there may exist some overlap, then as areas of concentrated need, the added forces of the CRA are intended to provide additional legal and financial resources bundled around a basic improvement program designed to stimulate, foster or provide the proper physical foundation necessary to promote and achieve redevelopment within the NPF CRA. The objectives of this Redevelopment Plan are to formulate a workable Redevelopment Program consistent with the sound needs of the community as set forth in the Comprehensive Plan, and to afford maximum feasible opportunities for private participation in undertaking the preservation, rehabilitation, and redevelopment of the NPF CRA. The Community Redevelopment Act requires redevelopment plans such as this plan to be consistent with the municipality's comprehensive plan. This plan is as a whole consistent with the City of Fort Lauderdale's Comprehensive Plan.

SECTION 2
SOCIO-ECONOMIC AND PHYSICAL CONDITIONS

A. NEIGHBORHOOD CONDITIONS AND SOCIO-ECONOMIC FABRIC

The two areas within the CRA - the Northwest District portion and the Progresso/Flagler Heights RAC portion — are significantly distinct neighborhoods. While the population in the Progresso/Flagler Heights RAC increased between the years 1990 – 2000 by 12%, the population in the Northwest District portion declined by 23%. The two areas also differ in levels of racial and economic diversity and the condition of the housing stock. Both areas contain a large amount of vacant or underdeveloped land that contributes to the distressed character of the CRA as the following evaluation further supports.

For updated (2010) Socio-Economic and Housing Conditions, see Exhibit 2 (2010 Socio-Economic and Housing Conditions)

Neighborhood Conditions

The City's 1995 Neighborhood Conditions -Study and Finding of Necessity Report examined the conditions of structures and other environmental factors within the NPF CRA. From the building conditions survey, 73% of all structures (3,389) evidenced varying degrees of disrepair with 28.5% rated deteriorating or dilapidated. The latter are conditions that warrant demolition or major rehabilitation. Additionally, the study identified that 36% of all sites (3,823) within the area form isolated patinas of vacant land. These lots are a combination of stand-alone undeveloped lots and vacant lots under the same ownership to adjacent improved lots. Non-conforming vacant lots or underdeveloped properties have long been recognized as a key indication of blight. Also, the survey of environmental factors assessing physical impacts to all sites (3,823) analyzes typical indicators of neighborhood distress and identifies a range of potential deficiencies warranting further study and planning for appropriate corrective action. Problems with incompatible land use, particularly as they affect the residential characteristics and structure of the neighborhood, are clearly documented. The disproportional relationship of crime affecting the neighborhood in comparison to the overall City is also substantiated.

Population

The 1990 Census estimates the total population for the NPF CRA at 16,055 persons, 10.8% of the City's year round population of 149,377 persons. The Northwest District, with a total estimated population of 14,220, has maintained a predominant minority resident population for decades. The 1990 Census indicated that more than 32% (13,392) of the total Black population of the City (41,997) resided in the four census tracts which comprise the Northwest District Area. In 1990, more than 94% of the total Northwest District residents (14,220) are Black, and 63% of residents of the Flagler Heights RAC Areas of the NPF CRA are Black.

The residents of the Northwest District, in general, have significantly different demographic characteristics than the City as a whole. In 1990, 34% (4,897) of Northwest District residents were under the age of 18 compared to 19% (28,056) citywide. This indicator is still higher than the citywide average for the Progresso/Flagler Heights RAC, at 26% or 567 persons.

Education and Employment

The distribution of education and employment is equally dissimilar. For persons 18 years of age and older, 73% (88,960) were high school graduates citywide with only 37% (2,288) of Northwest District residents and 49% (278) of the Progresso/Flagler Heights RAC residents being graduates. Educational attainment affects the kind, quality, and longevity of obtainable employment. Northwest District residents 16 years of age and older had an unemployment rate of 15.7%, compared to the City unemployment rate of 6.7%. Residents of the Progresso/Flagler Heights RAC portion of the NPF CRA had an unemployment rate of 9.1%, which is still significantly above that of the City.

Income

Income is affected in a similar fashion. Five of the six census tracts in the City that have median incomes below 70% of the City's median income are located in the Northwest District. In addition, 28% of all families below the poverty level reside there. Nearly four times as many families within the Northwest District (49% or 6,817) had incomes below the poverty level in 1990 compared to the City as a whole (17% or 24,793). Throughout the City, 5% of the households receive public assistance compared to 17.4% of the residents within the Northwest District. In contrast, 7.4% of the Flagler Heights RAC Areas receive public assistance. In addition, while 50% of the City's female-headed households with children under the age of 18 have incomes below the poverty level, 60% of those households in the Northwest District and 55% of the Progresso/Flagler Heights RAC residents fall into that category.

Circumstances for residents within the district are compounded by a high proportion of youth in the population, low educational attainment, and high unemployment rates. This situation may be even more severe, because minority youth unemployment is even higher. The 1995 Florida Department of Labor and Employment Security estimates that youth unemployment may be as high as 40%.

Housing

The Northwest District portion of the NPF CRA contains the highest proportion of substandard private housing of any area in the City. Throughout the area, blighting influences evolved during the four decades prior to the early 1980s. The degree to which this condition still exists in 1995 is indicated by a review of the City's records of building and zoning violations within the district. While the CRA contains only 8% of the total housing units and 8% of the occupied housing units in the City, one-third of all vacant, boarded-up housing units are located within the NPF-CRA boundaries.

The rate of home ownership has declined throughout Broward County since 1960. While the same is true for the City, it consistently has had the lowest rate of home ownership among the major cities in the County. The home ownership rate for the City was 56.2% in 1980. But by 1990, according to the census data, the rate had declined to 33.4%. The home ownership rate for the NPF CRA is well below the • City's rate, with only 20% of the units occupied by owners.

The 1990 Census data used in this analysis and additional indicators of the socio-economic fabric of the NPF CRA is shown in Table 2-1.

TABLE 2.1

SOCIO-ECONOMIC AND HOUSING CHARACTERISTICS

DEMOGRAPHIC CATEGORY	CITY	NPF CRA	% OF CITY	NW PART OF CRA	% OF CRA	RAC PART OF CRA	% OF CRA
Total # Persons	149377	16055	10.8	13882	86.5	2173	13.5
Total # Households	66440	5466	8.2	4658	85.2	808	14.8
Persons 0-18 Yrs of Age	28056	5464	19.5	4897	89.6	567	10.4
Persons Age 65 + Over	26562	1332	5.0	1227	92.1	105	7.9
# High School Graduates	28905	2044	7.1	1693	82.8	351	17.2
# Persons Employed	72643	5682	7.8	4635	81.6	1047	18.4
# Persons Unemployed	5208	972	18.7	840	86.4	132	13.6
Median Household Income	27239	12500	45.9	12500	NA	12500	NA
# Households Below 80% of Median	27577	4031	14.6	3346	83.0	685	17.0
# Households With Earnings	47903	3964	8.3	3239	81.7	725	18.3
# Households Receiving Public Assistance	3290	872	26.5	802	92.0	70	8.0
# Persons Below Poverty Level	24793	7408	29.9	6584	88.9	824	11.1
Year Round Housing Units	81268	6349	7.8	5353	84.3	996	15.7
# Occupied Housing Units	66440	5466	8.2	4658	85.2	808	14.8

SOCIO-ECONOMIC AND HOUSING CHARACTERISTICS

DEMOGRAPHIC CATEGORY	CITY	NPF CRA	% OF CITY	NW PART OF CRA	% OF CRA	RAC PART OF CRA	% OF CRA
# Owner-Occupied Units	36144	1089	3.0	1004	92.2	85	7.8
# Renter-Occupied Units	30296	4377	14.4	3654	83.5	723	16.5
Mean Contract Rent	447	315	70.5	291	92.4	363	115.2
Mean Housing Value	159900	55483	34.7	52550	94.7	61350	110.6
# Occupied Unit With Complete Plumbing	66056	5705	8.6	4905	86.0	800	14.0
# Units Lacking Complete Plumbing	472	107	22.7	85	79.4	22	20.6
# Renter-Occupied Units Lacking Complete Plumbing	299	61	20.4	49	80.3	12	19.7
# Units Overcrowded	5469	1370	25.1	1150	83.9	220	16.1
# Renter-Occupied Units Overcrowded	4012	1230	30.7	1015	82.5	215	17.5
#Unit Overcrowded But With Complete Plumbing	4810	1181	24.6	1024	86.7	157	13.3
# Substandard Units	5282	1288	24.4	1109	86.1	179	13.9
% Substandard of Occupied Units	8.0	23.6	24.4	23.8	20.3	22.2	3.3

B. PUBLIC UTILITIES AND MAJOR INFRASTRUCTURE NEEDS

The NPF CRA is served by all public utility companies licensed to operate within the City providing electric power, natural gas, landline telephone service, and cable television. All utility lines are within recorded easements or rights of way.

An analysis was conducted of the entire NPF CRA to determine the adequacy of existing major infrastructure and to identify projected needs based on anticipated redevelopment and planned growth. Major infrastructure elements were categorized into water, sanitary sewer, and storm drainage. Other more general analysis included lighting, curbs and gutters, and sidewalks. Illustrative maps and cost estimates were prepared in order to show the relative area of needs and as a part of developing the Redevelopment Program for the NPF CRA.

Water System

The utility service offered by the City provides facilities to carry water that provides adequate water pressure as well as fire protection service. The analysis of the Water System for the NPF CRA was divided into four sectors to help quantify and illustrate the needs for each of the major programmatic areas of the plan. Illustrative maps that graphically identify existing and proposed locations are provided as Exhibits to the Redevelopment Plan, and summarized as follows:

Exhibit 3:	NPF Water Mains - Overview summarizes locations for all sectors including the Northwest Residential Areas.
Exhibit 4:	NPF Water Mains - Sistrunk Corridor Area provides detail on locations within this sector.
Exhibit 5:	NPF Water Mains - Progresso Commercial Revitalization Area provides detail on locations within this sector.
Exhibit 6:	NPF Water Mains - Flagler Heights RAC Area provides detail on locations within this sector.

Northwest Residential Areas: 2 inch and 4 inch water mains have been replaced in the Franklin Park areas (i.e., west of 1-95). Remaining water main replacements in the area are programmed for 2003-2005, subject to change. Progresso Commercial Revitalization Area (now referred to as the Progresso Area) water main replacements will likely be constructed in conjunction with sanitary and storm sewer improvements in that area.

Sistrunk Corridor Area: A water main has been installed that is adequate to meet the corridor's current needs, including new development generally consistent with existing scale and building heights. However, should more intense or dense development be proposed that is consistent with the redevelopment plan for the corridor, additional upgrades may be necessary to meet those needs.

Progresso Commercial Revitalization Area: To meet the anticipated needs of this light industrial area for fire service and water demand, upgrades to the water system to 10 and 12 inch mains will need to be provided. Upgrades to support renovations to existing buildings and new commercial development are typically passed on to the developer-owner.

Flagler Heights RAC Area: The neighborhood areas of this sector will be adequately served by the current work programmed under the City's CIP. To allow the more intensive commercial and mixed-use development projected to occur along the major corridors of this area, an upgraded water main system of 10 to 12 inch mains will need to be installed to provide for the increased capacity needed for water demand and fire suppression service. Upgrades to support new commercial development are typically passed on to the developer-owner. As an inducement to redevelopment, consideration to publicly fund all or some of these improvements may be appropriate for inclusion in the CRA's funding program.

Between 2010 and 2015, an influx of new residential development has occurred in the Flagler Heights area, and as anticipated, certain CRA funds were utilized to assist in the utility upgrades.

Sanitary Sewer System

The City Administration is currently developing a variety of proposals that may result in a dramatic change in City policy with respect to the responsibility for payment of the installation of sanitary sewers in un-sewered areas of the City.

City Building Officials currently estimate that 95% of the residential community within the NPF CRA that have gravity sewers are properly connected. The analysis of the sanitary sewer system for the NPF CRA was divided into four sectors to help quantify and illustrate the needs for each of the major programmatic areas of the plan. Illustrative maps that graphically identify existing and proposed locations provided as Exhibits to the Redevelopment Plan, and are summarized as follows:

Exhibit 7:	NPF Sanitary Sewers - Overview summarizes locations for all sectors including the Northwest Residential Areas.
Exhibit 8:	NPF Sanitary Sewers - Sistrunk Corridor Area provides detail on locations within this sector.
Exhibit 9:	NPF Sanitary Sewers - Progresso Commercial Revitalization Area provides detail on locations within this sector.
Exhibit 10:	NPF Sanitary Sewers - Flagler Heights RAC Area provides detail on locations with this sector.

Northwest Residential Areas: The residential neighborhoods within the Northwest District have a sufficient gravity sewer system to serve the community with the exception of the northeast area bounded by N.W. 3rd Avenue to the FEC Railroad, and from Sistrunk to Sunrise Boulevard. This area is presently on septic tanks. From an environmental consideration, gravity sewer systems are more ecologically sound than septic tanks. With inadequately maintained septic tanks there is the concern that sewage material may leach out into the soil and penetrate the ground water, whereas a properly operating gravity system will handle, transport and process sewage material into treated effluent that is injected into rock strata far below the ground water strata.

Sistrunk Corridor Area: The present sanitary sewer system is sufficient to address the current and projected demands of this area. However, should more intense or dense development be

proposed that is consistent with the redevelopment plan for the corridor, additional upgrades may be necessary to meet those needs.

Progresso Commercial Revitalization Area: At present, this sector is served by septic tanks. In order to attract new business and to meet the current health code requirements, a new gravity sewer system should be installed for this area. Applicable health code requirements stipulate that any new development within a 1/4 mile radius of a gravity sewer system be required to connect to that system. Therefore, in order to avoid multiple private force mains in the City's public right-of-way and to better serve the economic redevelopment of this area, a new gravity sewer system is recommended.

Progresso RAC Area: This sector is adequately served by a gravity sewer system with the exception of N.W. 5th and N.W. 6th Avenues. It is anticipated that as this area commercially redevelops, that private developers-owners will provide the necessary upgrades to the sewer system to meet the needs of these businesses.

Storm Drainage System

The storm drainage system for the NPF CRA has been analyzed, and an illustrative map that graphically identifies problematic locations where maintenance or some improvements to the system are needed is shown in the Exhibits to the Redevelopment Plan and summarized as follows:

Exhibit 11: NPF Storm Drainage - Overview summarizes locations for all sectors of the major programmatic areas in the plan.

Northwest Residential Area: The northwest neighborhood areas are presently served with positive and exfiltration storm drain systems. These systems are providing adequate service to all areas with the exception of the area bounded by N.W. 9th Avenue to N.W. 15th Avenue and from Sistrunk Boulevard to Sunrise Boulevard. In this area it is recommended that a program be established to clean sand infiltrated storm drain lines in order to correct conditions preventing this section of the system from operating properly. In addition, a program is recommended to re-establish the swales existing in these areas in order to enhance drainage capabilities and reduce the infiltration of sand into the storm drain system.

Sistrunk Corridor Area: The present storm drain system is sufficient to address the current and projected demands of this area. However, should more intense or dense development be proposed that is consistent with the redevelopment plan for the corridor, additional upgrades may be necessary to meet those needs.

Progresso Commercial Revitalization Area: Currently, this sector is served predominately with a positive drainage system. Although this system provides adequate service to the area, improper dumping and illegal connections have created water quality problems affecting the system. Initiation of intense code enforcement in this sector is recommended as a means to properly rectify problems presently impacting the system.

Flagler Heights RAC Area: The present storm drain system is not sufficient to address the current and projected demands of this area. TIF funds may be needed to assist in system upgrades.

Other Systems and Facilities

Streets: For roadways under the City's jurisdiction, which includes all the residential streets within the NPF CRA, the City provides funds in its CIP program for resurfacing. All such streets within the City are on a 15-year program for resurfacing. The City provides ongoing maintenance of its roadways.

Street Lights: The NPF CRA intends to assist in meeting the City's policy for lighting streets as established by the Florida Department of Transportation specifications for residential and commercial areas. Minor deficiencies will be corrected in accordance with the City's franchise agreement with Florida Power and Light.

Curbs and Gutters: Curbs and gutters do not exist in most of the residential neighborhoods within the Northwest District of the NPF CPA, and are not encouraged. Curbs and gutters prevent the proper use of swales that were intended for drainage through natural percolation in lieu of positive storm drain systems which would carry potential volatile materials such as oil to outfalls that are typically emptied into rivers and streams. Such practice could cause potential ecological problems with the natural habitat of these waterways.

Sidewalks: A field survey was conducted to determine the approximate locations where sidewalk systems are not present within the residential neighborhoods of the NPF CRA. Those areas without sidewalks in the Northwest District are mostly in the residential areas north of Sistrunk Boulevard and west of 1-95. In the residential section of the Flagler Heights RAC Area, almost no sidewalks exist along the residential streets. As the urban village concept for the Flagler Heights Area is defined, sidewalks and pedestrian amenities are envisioned to become a priority. Tax increment funds of the CRA may be needed to fund such improvements. Installation of sidewalks can be controversial in older neighborhoods that have previously existed without them.

C. VEHICULAR AND PEDESTRIAN CIRCULATION

Sunrise Boulevard and Broward Boulevard border the NPF CRA on the north and south while Federal Highway borders the east. All three are major arterial highways serving the regional transportation network. All three facilities operate over capacity in the NPF CRA vicinity. Andrews Avenue as a minor arterial highway provides the east-west separation of the two areas while Sistrunk Boulevard as a major collector highway links the Northwest District and the Flagler Heights RAC Area from east to west. N.E. 3rd Avenue running north-south through the center of the Progresso/Flagler Heights RAC is also a major collector.

Broward Boulevard particularly generates cut-through and speeding traffic within the Northwest District from motorists attempting to avoid delays during the peak hours. These facilities carry large volumes of Broward County Transit ridership, and are primary destination routes. All three streets have paved sidewalks, but the amount of traffic combined with the pedestrian volumes creates potentially hazardous and unsafe conditions.

Sistrunk Boulevard is the main thoroughfare of the Northwest District. It is both a gathering place and the center of the neighborhood commerce. In addition, Sistrunk Boulevard is-a heavily traveled roadway facility, and potentially poses the most severe transportation problem affecting the entire area. All of these streets have high accident frequency rates that create an unsafe condition for accessing the neighborhoods for local residents as well as visitors to the area. The high volume of pedestrian and

vehicular traffic into the neighborhoods also creates easy and plentiful access by outsiders, increasing the likelihood of occurrences of crime.

One of the planning techniques that has been utilized to change these facilities is the elimination of direct access to many local roads by the construction of cul-de-sacs, which reserves major access points through existing signalized locations. This technique should continue to be utilized as conditions warrant as well as measures to improve traffic signalization and cure poor alignments.

Sistrunk Boulevard

Although Sistrunk Boulevard operates well within its capacity, since it is the only facility between Sunrise Boulevard and Broward Boulevard, which goes under 1-95, it plays a significant role in the regional roadway system for the City. Traffic comes from both the neighborhood and commuters, leading to speeding and to cut-through traffic through other residential streets in the area. In addition, while its cross section is adequate to serve evicting traffic volumes, there are numerous safety problems, including the large number of curb cuts and poor alignments.

While pedestrian traffic is extremely heavy on Sistrunk, there is insufficient walkway capacity, causing large numbers of pedestrian accidents. Additionally, there -continues to be a severe parking shortage along this facility. Recommendations for improvements to this facility continue to include provisions for signage, utility placements, bus bays, and other auto and pedestrian safety features. New developments along Sistrunk Boulevard would be required to include sufficient parking; however, additional parking can be created at properly distanced locations to accommodate under-served existing uses. While the City has recently completed a well-designed streetscape program for the corridor, this program is recommended to be continued and expanded to provide additional enhancements to foster a pedestrian friendly environment for the area. Elements of the program could include additional paver blocks at major intersections as well as decorative improvements to the curb, gutters and sidewalks in the area, and improved signage addressing safety and identification needs of the neighborhood.

This section was retained from the 2001 Plan update:

> *Over the last several years, recommendations to improve the pedestrian and neighborhood business environment of the Sistrunk Corridor have suggested that this section west of Andrews Avenue to the corporate limits be converted from a four-lane divided road (2 lanes in either direction) to a two-lane divided road (1 lane in either direction), which would provide additional right-of-way to construct expanded sidewalks and other improvements to accomplish this objective.*
>
> *Traffic counts taken in April 1995, along this section of Sistrunk suggested that an alternative strategy would be a proposal to allow for off-peak parking similar to that successfully allowed on East Las Olas Boulevard. These counts demonstrated that traffic flows along Sistrunk Boulevard vary during the day, and that four lanes were not needed at all times. The proposal was agreed to by Broward County that has jurisdiction on Sistrunk Boulevard. However, due to the speed of the traffic and the lack of indicators that allow on-street parking, vehicles are not parking on the street. At the time of the adoption of this Plan, the City with the help of a consultant is revisiting options for creating a truly pedestrian environment along the Sistrunk Corridor.*

According to the Monthly Project Report for CIP project P10448 Sistrunk Streetscape and Enhancement, the construction was completed in January 15, 2013. Broward County fully accepted the project, closeout paperwork sent to FDOT/LAP was approved and final payment was provided to the General Contractor as of October 1, 2013. The major streetscape project included upgraded lighting, sidewalks and landscaping along Sistrunk Blvd and between US 1 and NW 27th Avenue.

There remains another phase of this project called P 12096 - Sistrunk Enhancement Phase II-Underground Utilities. This project provides for the undergrounding of FPL electric distribution lines along Sistrunk Blvd from NW 9 Ave to N Andrews Ave. At the time of this update there is $750,000 in the project account for this project. There has been no progress to date made with this project.

N.W. 7th/9th Avenue Connector

The N.W. 7th/9th Avenue Connector had been proposed for many years as an important roadway improvement having significant regional, local and neighborhood area benefit. As part of a proposed transportation master plan designed to improve roadways and traffic flow from Sunrise Boulevard to Las Olas Boulevard, the connector portion of the proposed roadway was planned to provide a divided four lane highway connecting N.W. 9th Avenue south of Sunrise Boulevard to N.W. 7th Avenue in the general vicinity either south or north of Sistrunk Boulevard. This project as originally approved has been determined infeasible because of increased cost. The remainder of this section is kept as it was written in the 2001 Redevelopment Plan for historical perspective.

Traffic conditions in the general corridor area vary considerably. Because N.W. 7th Avenue and N.W. 9th Avenue have available traffic capacity in this vicinity of the corridor, the proposed connector has the potential to divert traffic from the overcapacity roadways such as Sunrise Boulevard, Broward Boulevard and Federal Highway. In addition to improving north-south traffic flow and reducing accidents affecting both pedestrian and vehicular traffic, the improvement will have other positive benefits by stimulating redevelopment and revitalization efforts within the NPF CRA.

A summary of identified benefits of the N.W. 7th/9th Avenue Connector Project follows:

- Improve traffic capacity and traffic flow into downtown Fort Lauderdale thereby relieving over-capacity roadways.
- Improve traffic capacity and traffic flow into major public facilities such as the Performing Arts Center, the Museum of Discovery and Science, and the proposed New World Aquarium.
- Provide a stimulus to important redevelopment efforts by improving traffic flow in connection with the Northwest Redevelopment, including the proposed Northwest Branch Post Office, and the Northwest Branch Medical Facility.
- Reduce traffic accidents within the corridor area due to improved traffic flow and intersection improvements.
- Improve community cohesion and quality of life by reducing cut-through traffic within the residential areas.
- Provide, through right-of-way acquisition, opportunities to correct incompatible land use between existing residential and industrial uses within the proposed corridor area.

As demonstrated above, the implementation of the N.W. 7th/9th Avenue Connector Project will significantly improve the regional transportation network while producing considerable additional benefits consistent with the improvement plans for the neighborhood area.

Flagler Heights RAC Area

Field studies carried out in connection with the master planning process for the entire Downtown Regional Activity Center have identified major roadways within the RAC that are best suited to encourage pedestrian activities while others that best serve as major vehicular corridors. By identifying those streets best suited primarily for pedestrian oriented commercial uses at the ground floor level and those streets best suited for providing visual appeal to the motorist and safe access for the pedestrian, it is felt that the City can better plan the types of uses and development to be permitted along these major arterial and collector roadways.

At the time of the adoption of this Plan Update, the City's Office of Community and Comprehensive Planning is in the process of creating a street hierarchy for the entire Progresso/Flagler Heights Area.

The development of streetscape design standards is anticipated to be recommended after Redevelopment Plan adoption in order to introduce street furniture, landscaping, and other special design elements that will help create either pedestrian-oriented or image-oriented environments envisioned for these streets. As relates to this Redevelopment Plan, prioritization of such a program for Sistrunk Boulevard to include the proposed image enhancement features east of Andrews Avenue and the pedestrian-oriented features west of Andrews Avenue would serve as an excellent project to help unify and link the efforts of the Northwest District and Flagler Heights RAC Area of the NPF CRA. Other important areas of emphasis for the Flagler Heights RAC Area are improvements to Andrews Avenue and N.E. 3rd Avenue.

SECTION 3

DEVELOPMENT REGULATIONS AND CONTROLS

The NPF CRA is approximately 1,298 acres, of which 1,103 acres are within the Northwest District and 195 acres comprise the Flagler Heights RAC Area. Within the NPF CRA are approximately 4,331 tax parcels of land containing approximately 3,451 buildings and 5,206 dwelling units, according to the 1995 records of the Broward County Property Appraiser's Office.

A. LAND USE AND ZONING

Analysis of the previously approved Land Use Modifications for the NPF CRA is provided below for the Northwest District Area and the Flagler Heights RAC Area. A general description of proposed revisions to development regulations including zoning, design standards and other public controls is also provided in order to identify plan implementation techniques to achieve proposed future land use objectives.

Northwest District Area

A detailed review of existing conditions and analysis of land use for the Northwest District Area was done to assess compatibility of existing residential and commercial uses, and to identify proposed changes in land use to better foster and assure the long range success of planned redevelopment efforts for this area. The analysis revealed that revisions were needed to the City and County future land use plan. Proposed revisions include changing land use designations to better conform to existing conditions where such changes in use will encourage compatible residential and commercial development as well as foster redevelopment that will be in keeping with surrounding uses within this area. Several house cleaning items were also identified in order to clarify the permitted availability of public services such as existing parks and open space, public utilities, and newly constructed transportation facilities. The land use most appropriate to achieve the necessary changes, as permitted by the Broward County Future Land Use Plan, is the Regional Activity Center (RAC) land use. This land use category permits density to be moved within an area (in order to create mixed uses where needed to support redevelopment while preserving existing, lower density areas), and also allows uses such as parks and open space.

With respect to residential land use these changes involved the need to re-designate the future land use of the area to support the type, size and tenure of the existing housing stock and the anticipated low to medium density residential growth that is being encouraged for this area. Zoning changes, where appropriate, will be done to accommodate these proposed changes. By removing the potential for higher density development inconsistent with the surrounding neighborhood, these changes are anticipated to further stimulate planned residential development for the neighborhood area that will mostly be accomplished through infill techniques, encouraging single-family detached housing. Other areas containing existing medium and higher density housing , where rezoning is not needed to maintain consistency with the predominant surrounding use, will not be changed.

Rezoning to increase the depth of lots in areas encouraged for commercial redevelopment will be evaluated on a case-by-case review to assure that rezoning only receives favorable recommendations when the development has unity of title and access from frontage on major or minor arterial streets (such as Andrews

Avenue, Sistrunk Boulevard, appropriate portions of N.W. 22nd Road) and when otherwise found to provide adequate buffers and setbacks that properly protect any abutting residential uses.

Both residential and commercial development opportunities will be created along the Sistrunk Corridor. Currently zoned for Community Commercial (CB), a zoning district with a purpose of meeting the shopping and service needs of a community within the scale intended to limit the impact on surrounding residential area proposed rezoning will allow for the mixed-use development along the corridor. The Regional Activity Center (RAC) land use permits mixed uses, both horizontally and vertically, and the zoning will be designed to allow such mixed *uses,* where appropriate, to provide further incentives to induce private reinvestment The new zoning will be designed to foster the redeveloping of the corridor as a pedestrian friendly center for commerce and neighborhood identification, while maintaining the integrity of the adjoining residential neighborhoods through adequate buffers, setbacks, and other controls regulating bulk. Special emphasis on promoting alternative housing options for the Sistrunk Corridor and other residential areas within the Northwest District is proposed to be provided through the creation of new RAC zoning codes by allowing other development techniques that produce affordable housing such as zero lot line and cluster housing options.

Flagler Heights RAC Area

The Flagler Heights RAC Area is designated, in part, on the Future Land Use Plan as a portion of the Downtown Regional Activity Center. The RAC land *use* designation presently extends from Sunrise Boulevard on the north to the Tarpon River on the south, with the eastern and western boundaries running generally along Federal Highway and the FEC Railroad.

Prior to designation of this area as Regional Activity Center (RAC) land use the Flagler Heights RAC Area contained myriad zoning districts, including medium density residential and commercial retail and services (B-1). This has allowed this area to develop into a wide range of uses, including a variety of low to moderate income residential housing, interspersed with commercial service and retail uses and small professional offices.

As of Redevelopment Plan adoption, new zoning for this area was developed as part of the Regional Activity Center Master Plan. The major purposes of the RAC land use designation are to facilitate mixed-use development, encourage mass transit, reduce the need for automobile travel and provide incentives for quality development, and give definition to the urban form.

The proposed new zoning district to be created for that portion of Flagler Heights RAC Area situated north of N.E. 4th Street is RAC-UV. It will allow and promote medium density mixed use development and redevelopment. The remaining portion to the south of N.E. 4th Street is proposed for more intensive downtown commercial office use (RAC-CC) or more transitional uses buffering commercial from residential (RAC-EMU). Within the Flagler Heights RAC Area, proposed design guidelines and development standards were adopted in conjunction with the RAC zoning ordinance to foster and encourage development taking the form and creating the environment typical of an urban village. Proposed uses include offices, shops, studios for craftsmen, artists and professionals, mixed with residents, restaurants, pubs, and galleries.

The concept of encouraging development of an urban village near the City's downtown center provides for an identifiable community to better reflect existing development patterns. This permits a mix of uses which provide employment opportunities, a wide range of housing types, and commercial retail and service uses to serve the neighborhood. Through this new zoning, private reinvestment in the area is anticipated to be induced by allowing an increase in the density and

intensity of uses, where land is aggregated and located on the major arterial streets of Federal Highway, N.E. 3rd Avenue, Andrews Avenue, and Sistrunk Boulevard. In order to protect neighborhood integrity, other proposed zoning changes within this district focus more attention on neighborhood protection through setback requirements, landscape buffering, maximum height limitations, as well as on the development of well integrated land uses which relate to the existing street patterns.

In addition, the environmental land along the north fork of the New River will be examined for proper zoning regulation. It is anticipated that this area can be appropriately protected through design standards.

B. OTHER IMPLEMENTATION TECHNIQUES AND PUBLIC CONTROLS

Zoning is only one of the many implementation tools available to the City in order to implement provisions of the Comprehensive Plan and this Redevelopment Plan. While zoning provides the regulatory framework to guide private property development in a manner which produces the desired result, additional public measures and controls necessary to assure the successful redevelopment of the NPF CRA are at minimum identified as follows and made a part of this Redevelopment Plan.

Design Guidelines

This Redevelopment Plan shall be controlled by urban design guidelines adopted by the City and incorporated into zoning. For areas within the NPF CPA it *is* anticipated that these areas would at least include the Regional Activity Center, other areas encouraged for mixed-use development, and other types of development when use of performance measures and design standards is deemed appropriate in providing the flexibility needed to induce private investment while protecting the needs and standards of the community. The purpose of such guidelines is to incorporate, through zoning, design features needed to achieve a harmonious relationship between buildings, their surrounding uses, and areas for pedestrian and vehicular circulation in order to better set forth a cohesive plan for achieving community standards.

As appropriate for specific programs or projects, design guidelines shall be approved by the City and/or CRA, and incorporated in the appropriate program policies, solicitations for participation, requests for proposals, etc.

Development Review

A primary objective of the Comprehensive Plan and this Redevelopment Plan is to achieve new development and redevelopment of high quality. By ordinance, the City has established and administers a development review process. The City's Development Review Committee (DRC) reviews all proposals for new development and redevelopment meeting certain development thresholds to assure compliance with applicable codes, and other established standards that better assure compatible and high quality development. This review is in addition to and occurs prior to any required review and approval of site plans before the City's Planning and Zoning Board. Except for some areas involving residential construction of less than 5 units or non-residential development of less than 5,000 square feet of gross floor area, virtually the entire NPF CRA is protected and better assured of high quality development through this additional level of professional review by appropriate City officials.

Land Assembly

In addition to right-of-way acquisitions needed for public transportation facilities and possible open space, public land assembly may be used as a government intervention technique or predominant method of redevelopment programming to foster private redevelopment. In connection with those programs, projects or activities where land assembly for private disposition and use is deemed appropriate, the purpose, intent and objectives of the Redevelopment Plan shall be protected and preserved by the incorporation into restrictions or covenants running with the land, if sold, or as restrictions or conditions of a lease or other instrument of conveyance or use. Prior to the disposition of any such public property acquired directly in connection with this Redevelopment Plan, the City or CRA shall approve conditions of control deemed appropriate at the time to facilitate the intended program, project or activity while adequately protecting the intent and objectives of the Redevelopment Plan.

Code Enforcement

Problems caused by disinvestment, neglect, unsafe conditions, or illegal uses are prevalent in the NPF CRA, and the entire area is in need of aggressive code enforcement of the City's zoning and building codes. Continuation of a concentrated and systematic code enforcement program in the NPF CRA by the City's code enforcement team and code inspectors is necessary, with initial priority given to enforcement within industrial areas and areas identified in the annual CRA Strategic Plan where many illegal uses are thought to exist that affect the quality of the surrounding neighborhood areas.

The CRA may from time to time utilize code enforcement efforts, programs or initiatives to bring target projects and properties into compliance. The CRA may fund a special program for work above and beyond the current level of service with property owners within the CRA to bring properties into compliance with City Codes.

SECTION 4

IMPLEMENTATION PLAN AND FUNDING PROGRAM

The Community Redevelopment Plan for the Northwest — Progresso - Flagler Heights Community Redevelopment Area (NPF CRA) shall be generally carried out and funded as summarized below.

A. MANAGEMENT PLAN AND INTERGOVERNMENTAL COORDINATION

The City Commission adopted Resolution No. 89-90 on April 18, 1989, establishing the Fort Lauderdale Community Redevelopment Agency (CRA), and naming the City Commission as the Board of Commissioners for the Fort Lauderdale CRA. The Fort Lauderdale CRA either receives staff assistance and support from City staff under a Services Agreement between the City and the CRA or employs full-time personnel as contract employees.

The CRA may hire consultants and independent contractors from time to time as needed to further the redevelopment programs and projects within this plan.

The Fort Lauderdale CRA has the responsibility of providing policy and management oversight in carrying out the programs and objectives of this Redevelopment Plan.

A fifteen (15) member Advisory Board comprised of residents, property owners and others that have interest in the NPF CRA was created. The Board provides advisory input for the entire Northwest - Progresso - Flagler Heights CRA. A composition of nine to ten representatives from the Northwest District, with the balance from the Flagler Heights RAC Area may be considered. A standing subcommittee composed of Northwest District representatives formerly served as the advisory body for the Northwest Neighborhood Improvement District.

The NPF CRA Advisory Board shall be advisory to both the City and CRA, and help assure that the work of redevelopment shall be carried out pursuant to the plan. Coordinating opportunities for citizen input and participation in finalizing or refining program and project plans, and in establishing priorities for preparation of the annual public improvement program budget are envisioned as primary responsibilities of the proposed Advisory Board. The advisory board will assist in recommending the prioritization of uses of these resources in balancing the competing needs and funding proposals.

Intergovernmental Coordination

After adoption of the Redevelopment Plan by the City and approval by the County, discussion and preparation of an Interlocal Agreement with Broward County will be initiated. The NPF CRA is contiguous to the Broward Central County CRA. Maximum economies of scale could also be obtained for infrastructure projects involving design and installation of similar work components that are planned for both the NPF CRA and Central County CRA. Additionally, to fully implement the vision for the NPF CRA, direct funding assistance from Broward County (in addition to tax increment contributions) may be necessary to achieve the maximum redevelopment potential for the area.

Either through an Interlocal Agreement or other form of agreement, the intent is to provide for the cooperative management and implementation of projects having regional magnitude such as the N.W. 7th/9th Avenue Connector Project. A proposal to establish a parking program for the Sistrunk Boulevard Corridor is another example of coordination that should occur between the City, the CRA, and the County.

B. SOURCES OF REVENUES AND FUNDS

The primary sources of recurring revenues and other funds available or projected for use in connection with this Redevelopment Program are briefly described as follows:

Federal and State Housing and Community Development Funds

Federal and State Housing and Community Development Grant funds are considered a viable source of annual recurring revenue that can be used in addressing many of the identified funding needs of this Redevelopment Program. In spite of the current trends to cut-back and consolidate governmental domestic funding programs, programs such as the Community Development Block Grant (or successor grant program(s)) are anticipated to remain available for use in conjunction with the Redevelopment Program for the NPF CRA.

Currently, the City prepares a Five (5) Year Consolidated Plan for Federal funding, and a Three (3) Year Local Housing Assistance Plan for State funding. The general purpose of these plans is to identify community revitalization needs and to design, develop and implement infrastructure and economic development and housing program to address those needs. As to resources made available to the City, approximately $1,500,000 is allocated annually to housing improvement programs designed to assist low and moderate income persons. The primary sources of funds for such programs include, but are not limited to, the Federal Community Development Block Grant Program (CDBG) and Home Investment Partnership Program (HOME), and the State Housing Initiatives Program (SHIP). As part of the Redevelopment Plan for the NPF CRA, the City intends to continue this general level of annual funding commitment from these sources (or successor programs) to aid in the preservation and expansion of affordable housing available to low and moderate income persons as well as others. While these programs are available Citywide to eligible persons, activities have been concentrated in the Northwest District, based upon the high level of need in that area.

Previously, the City has committed $1,000,000 annually from its CDBG funds to provide infrastructure improvements to the Northwest District. To assist in the implementation of this Redevelopment Program, to the extent funds are available, this level of funding shall be continued to support NPF CRA infrastructure and community-economic development projects and activities undertaken in accord with this Redevelopment Plan. Additional uses of CDBG funds shall also be considered, as needed and available, as inducements to support private sector development initiatives within the NPF CRA.

Northwest Neighborhood Improvement District

The following section remains unedited for historical perspective; however, the Northwest Neighborhood Improvement District no longer exists as a district as of 2015.

That portion of the NPF CRA situated west of Andrews Avenue represents the adopted boundaries (Ordinance C-87-98) of the Northwest Neighborhood Improvement District that was created pursuant to Florida Statutes, Chapter 163, Part V. As part of the available statutory incentives, a funding request can be made to the Florida Department of Legal Affairs each year prior to October 1 to submit within their budget request to the legislature provisions to fund capital improvements. The request may be made to fund 100% of the capital costs for 25% of the district area within a State Enterprise Zone. The request may also seek a 100% matching grant for the remaining 75% of that portion of the area that is in the enterprise zone. While

over the last several years such funding requests have not been approved by the State legislature due to State funding limitations, over the duration of the Redevelopment Plan, it is possible that this provision of the legislation may become active and should be considered at such time.

This district is also authorized to impose up to a 2 mill special district tax for improvements receiving voter approval of the residents within the district. The Northwest District is composed substantially of low and very low income persons, many of whom are elderly and on fixed incomes. While the residents in the area may not be able to support such an additional tax burden at this time, consideration of this financing tool may be given in the future especially for a project(s) having broad-based support and community appeal.

State Enterprise Zone Program

The following section remains unedited for historical perspective; however, the State Enterprise Zone Program is no longer active as a district as of 2015.

The NPF CRA is located in one of the twenty (20) Florida Enterprise Zones (EZ) designated in July 1995, and in effect until year 2005. The EZ Program provides Florida state tax incentives to businesses locating in or hiring residents of the zone, and is meritorious in its own right as an inducement to business retention, expansion and attraction. However, the State EZ designation, as an important indicator of an area of concentrated urban distress on a state-wide scale, is typically relied on in applying for competitive State or Federal grant resources that are available now or could be available in the future to fund many of the projects and activities contemplated in the Redevelopment Program for the NPF CRA.

Tax Increment Financing

As established by the Florida Community Redevelopment Act, tax increment financing ("TIF") is to be used to finance the implementation of this Redevelopment Plan. Tax increment allows the CRA to receive funds from contributing taxing authorities (based on statutory formula and annual millage rates) for the increase in taxable property value occurring after the adoption of a redevelopment plan. This financing tool allows the CRA to use funds to assist in paying for improvements and assisting redevelopment activities within the NPF CRA that are identified as needed to further stimulate and induce private reinvestment and redevelopment in the area.

The contributing taxing authorities for the NPF CRA are: Broward County, the City of Fort Lauderdale, and the North Broward Hospital District. The 1995 Preliminary Tax Roll reports $211,584,410 in taxable property value for the NPF CRA. This is the base value for purposes of calculating the amount of tax increment to be appropriated by the taxing authorities in future years.

Each year the taxing authorities appropriate the amount of the incremental increase in ad valorem property tax revenue in the NPF CRA, which funds are deposited in the redevelopment trust fund for the NPF CRA created by an ordinance of the City of Fort Lauderdale. Monies in the community redevelopment trust fund may be used by the CRA from time to time to pay some or all of the costs of undertakings contemplated by this Plan.

The CRA should when appropriate and with the approval of the City Commission issue bonds secured in whole or in part by the proceeds from TIF deposited in the redevelopment trust fund to accelerate the funding and implementation of the redevelopment program in this Plan.

Funds in the Redevelopment Trust Fund may be transferred from time to time, be it at the end of each fiscal year or at other times, from the trust fund to separate project accounts. Those transferred funds may then be

retained in those accounts until needed for the project, undertaking or expenditure for which they are designated. Such funds may be used as contemplated by this Plan.

City Capital Improvement Plan (CIP) Program

The City annually updates and funds its Five (5) Year Capital Improvement Plan ("CIP") Program. The CIP is comprised of various funding sources, including general fund, enterprise funds, grant resources, other private and public contributions, etc. Capital projects costing in excess of $5,000 and having useful life generally in excess of five (5) years are typically programmed in the City's annual CIP. The identified infrastructure improvements to be undertaken by this Redevelopment Program have included $5,320,038 in upgrades to the water main systems in the NPF CRA. . Some of the proposed improvements to the infrastructure, such as sanitary sewer installations in commercial districts, should be included in future CIPs with identified source of funds to be derived by special assessment to the benefiting property owners.

The time period and amount for each type of capital improvement are estimates as of the time this Plan was adopted. It is possible and, in fact, likely, that some projects may for a variety of factors extend into one or more time periods before completion or may be accelerated and moved up into a more recent time period. The City Commission shall have the authority and discretion to make such adjustments to the amounts in each time period as deemed necessary and appropriate to best implement the provisions of this Plan.

Conclusion on Funding Sources

Other funds, including those that may be made available from private participating parties, will be sought and utilized as deemed necessary and beneficial. Allocation of additional CDBG funds, other Federal and State grant funds, City CIP funds, and the use of Tax Increment funds are all identified sources of revenues that, over time, can be used to carry out the projects and objectives of the Redevelopment Plan.

Property Acquisition and Disposition

From time to time the CRA may identify opportunities to acquire properties that can be conveyed or assembled for redevelopment. When those opportunities are identified, with the approval of the CRA Board, the CRA shall proceed with such acquisitions and dispositions using funds available to the CRA. This may include the necessary expense of contamination cleanup and site preparation when needed, with CRA Board approval. From time to time, the CRA shall dispose of property that it acquires to private or public persons for redevelopment purposes and may enter into agreements with such persons to ensure that the redevelopment occurs, as provided in Section 163.380, Florida Statutes.

SECTION 5
COMMUNITY REDEVELOPMENT PROGRAM AND STRATEGIES

A. GENERAL CONCEPT AND STRATEGIES

The City and CRA consider the following list of capital projects and public improvements important to the successful redevelopment and revitalization of the NPF CPA. Other projects and activities may be identified after public consultation in conjunction with the annual budget preparation process of the CRA and the City. Whether funded and carried out by the Fort Lauderdale CRA, the City of Fort Lauderdale, or Broward County through Interlocal Agreement, the following outlines the basic programs and strategies forming the essential physical improvement and project plans for the NPF CRA.

- Neighborhood Housing Improvement Programs
- Neighborhood Infrastructure Improvement Program
- Sistrunk Corridor Area Improvement Programs
- Northwest (formerly Progresso) Commercial Revitalization Improvement Program
- Flagler Heights RAC Area Improvement Programs
- Targeted Project Areas
- General Real Estate Redevelopment Initiatives
- Transportation Initiatives (Including parking lot developments)
- Safety and Security Initiatives
- Climate Change Adaptation Programs
- Public Art and Events Activities to promote redevelopment
- Public Improvements

Priority consideration shall be given first to the funding and implementation of those basic physical improvement programs and projects that through upgrades to the infrastructure will improve the quality of life in the neighborhood areas of the NPF CRA, and to those programs for improvements to the business and commercial sectors of the NPF CRA that will provide the infrastructure support and improved environmental conditions needed to foster thriving small business and compatible commerce in the NPF CRA.

B. NEIGHBORHOOD HOUSING IMPROVEMENT PROGRAMS

Vision Statement

The Northwest - Progresso - Flagler Heights Redevelopment Plan is designed to preserve, enhance and protect the residential character and scale of the Northwest District and provide for new housing and improved neighborhood services while also encouraging new residential and commercial development within an urban village design approach for the Flagler Heights RAC Area. These redevelopment efforts will only benefit the existing residential population within the NPF CRA, and provide positive

improvement to the physical, environmental and social quality of the neighborhoods located within the NPF CRA.

Program Description

A major component of the redevelopment strategy for the NPF CRA is the revitalization of the residential neighborhoods. The Redevelopment Program seeks to preserve and expand the affordable housing in the entire redevelopment area. Housing preservation will be provided through the Owner Occupied Residential Rehabilitation Program will provide funds to approved homeowners to correct code violations and to address health and safety issues, which include but are not limited to electrical, plumbing, roofing, windows, AC/Heating and structural items. Preservation of rental housing stock will be facilitated through the Rental Rehabilitation Program. The supply of affordable housing within the NPF CRA will continue to be increased through ongoing purchase assistance programs and targeted infill development projects. The City's Purchase Assistance Program provides down payment and closing cost assistance to eligible home buyers and will continue to be targeted in the NPF CRA. The City's Infill Housing Program has already fostered the redevelopment of the Dorsey Heights area through the construction of single family homes. This infill program will continue throughout the NPF CRA.

C. NEIGHBORHOOD INFRASTRUCTURE IMPROVEMENTS PROGRAM

Vision Statement

Improvement of the infrastructure within the residential neighborhoods for the entire NPF CRA is a major implementation element of the Redevelopment Program. For a number of years, the City has set aside $1,000,000 annually for infrastructure projects for the Northwest District. This has already resulted in significant improvements to the parks and public facilities in these neighborhood areas. This financial commitment is no longer a secured source of funding for the CRA. Future efforts will involve working with the neighborhood and civic associations within the NPF CRA to prioritize the infrastructure needed for affected neighborhoods.

Program Description

The Neighborhood Infrastructure Improvement program provides for upgrades to water mains, installation of new sanitary sewers, and maintenance and improvements to the storm drain system. In early 2000, the total estimated cost of this project was $9,564,088. This included $4,077,000 for water mains, $4,987,008 for sanitary sewers and $500,000 for storm drain and swale reclamation programs. Should neighborhood residents desire sidewalks, an additional $1,000,000 is estimated to implement this option.

D. SISTRUNK CORRIDOR AREA IMPROVEMENT PROGRAMS

Vision Statement

The Sistrunk Corridor is the traditional center of commercial activity for the City's African-American community. Sistrunk Boulevard is a mixed-use corridor. In addition to the low to medium residential uses, there are approximately 135 businesses and offices located along Sistrunk Boulevard. Most of these businesses are supported by the surrounding neighborhood. In keeping with the recommended strategy of both the City's adopted 1989 Safe Neighborhood Act Plan and the approved 1995 Empowerment Zone Strategic Plan for Sistrunk Boulevard, this Redevelopment Plan establishes the Sistrunk Corridor Area Improvement Program in the Midtown Business District and the Sistrunk Commercial Node Program to formalize the implementation and funding plan for these activities.

Program Description

Sistrunk Corridor Area Improvement Program: This Program primarily provides for parking, pedestrian use, and redevelopment of buildings and the upgrade of existing water lines to support mixed use development along the boulevard. Future plans may also call for additional streetscape improvements such as lighting, landscaping and signage to provide for improved security and identification along the roadway and medians.

Also, while Sistrunk Boulevard serves the regional transportation network as a major collector roadway, fostering the economic revitalization and neighborhood redevelopment of the Northwest District I is of paramount importance.

The CRA has begun land acquisition of commercial properties to facilitate private sector redevelopment by disposing of the properties in a manner that facilitates development either by land/building markdowns or some other form of incentive.

This project provides for the development of commercial nodes to help revitalize Sistrunk as a mixed-use corridor providing business opportunities and essential neighborhood services to the surrounding neighborhood. There is a sufficient population base surrounding the Sistrunk-Corridor to support a neighborhood-based commercial area. The City has already instituted a Facade Improvement Program to help improve the condition of commercial areas along the corridor. This program is proposed to be expanded and supplemented by a business revitalization program designed to assist the mixed-use development of the corridor. The first commercial node to be programmed for development is estimated to contain approximately 20,000 square feet of commercial/retail space, and is envisioned to serve as a business incubator that will facilitate small business development. This concept is designed, in part, to capture the entrepreneurial spirit in the community and provide an opportunity for neighborhood area residents to directly participate in this economic and business development activity. Space in this facility could be made available to start-up retail businesses with an emphasis on attracting entrepreneurs from the surrounding neighborhoods. Additional commercial nodes can be programmed in future years based on continuing need and availability of funds. The City-owned parcel located at N.W. 7th Avenue and Sistrunk Boulevard could be targeted as a location for commercial node.

E. PROGRESSO COMMERCIAL REVITALIZATION PROJECT

Vision Statement

The Progresso Commercial Revitalization Project is a comprehensive program to redevelop a deteriorated industrial area of the City. This area has the potential to serve as a major source of investment and employment for the surrounding community. However, concentrations of undesirable uses, such as junk yards, salvage operations and other undesirable uses have stymied investment in this area. As a result, surrounding properties have deteriorated which has further depressed the economic viability of the area.

Consistent with the 1989 Safe Neighborhood Act Plan, this project was further refined during the 1995 Empowerment Zone Strategic Plan process to develop at least a first phase and a potentially stand-alone program for the redevelopment of this area into a commerce park of approximately 20 acres. The first phase program consists of (a) concentrated code enforcement to require property owners to conform business uses to the applicable requirements of the zoning and building codes; (b) inspection of appropriate public infrastructure to facilitate business expansion and new commercial development; and (c) other strategic programs designed to fund activities that would assist in the transformation of this area into a commerce park.

Further development of these programs shall be based on availability of funds and a final determination of the selected corridor for the N.W. 7th/9th Avenue Connector Project. Under this approach, a comprehensive renovation of the existing structures, coupled with spot clearance and new infill development, could be achieved within a reasonable time frame and budget and within the resources of the Fort Lauderdale CRA.

Program Description

This project would concentrate on improvements in the commercial-industrial area between Sistrunk Boulevard and Sunrise Boulevard and N.W. 9th Avenue and N.W. 5th Avenue. Public improvements would include the installation of sewers, upgrades to the water system, and road and signage improvements. Future funding would also attempt to program funds to allow for the acquisition of properties to eliminate undesirable uses through voluntary and negotiated sales, or to provide publicly-owned frontage or right-of-way to make area compatibility improvements that provide better separation and identification of the commerce park area. Initial project implementation activities will commence with concentrated code enforcement coupled with preparation of plans to provide for improvements to the infrastructure and identification of this commercial business district.

The total estimated cost for this project was $3,000,000, which consisted of $1,313,340 in sewer and water improvements, $186,000 in street and signage improvements. Funding for other strategic programs of at least $1,500,000 was included in this_estimate for activities such as negotiated land purchases and programs to improve the environment, image and identification of this area.

F. N.W. 7th/9th AVENUE CONNECTOR

Vision Statement

The proposed N.W. 7th/9th Avenue Connector is planned to complete an important north-to-southbound arterial corridor which is currently disjointed at Sunrise Boulevard. It will provide an important reliever corridor to other major north-southbound arterials and will serve as a vital transportation link for the benefit of the overall local and regional transportation network. Through the realignment and construction of that corridor, the need for cut-through traffic to rely on the use of inappropriate local collector roads will be greatly reduced for the benefit of the surrounding neighborhood area.

Program Description

This project has been on the Metropolitan Planning Organization's (MPO) list since at least 1989, and is vigorously supported by the City. Since 1990 funds have been programmed in the City's Five (5) Year Capital Improvement Plan (CIP). While Alternative 1 described below represents the proposed corridor adopted by both the City and the County in the Traffic Circulation Element to the Comprehensive Plan, Alternative 2 provides for another route as recommended in the 1989 Safe Neighborhoods Act Plan. An illustration showing both corridors is provided as Exhibit 11 in this Redevelopment Plan. After the adoption of the Redevelopment Plan, further engineering study of these two alternatives, as well as others, would be desirable to better determine the essential costs prior to making a final selection of the most beneficial alignment. Public participation will be encouraged in the review, analysis and recommendations of the final corridor to be selected. Through Interlocal Agreement with Broward County, project management responsibility could be assumed by the Broward County Traffic Engineering Department if mutually agreed to between the City and the County.

The following provides a general comparison discussing the merits of both alternatives as illustrated by Exhibit 12 found in Exhibits to the Redevelopment Plan.

Alternative 1: Starting at the intersection of Sunrise Boulevard and N.W. 9th Avenue and transitioning to N.W. 7th Avenue north of Sistrunk Boulevard, this corridor cuts through the heart of the most significantly blighted portion of the Northwest District comprised of non-conforming or incompatible industrial uses and some obnoxious uses given their proximity and relationship to the inadequately buffered surrounding residential areas. This alternative has undergone preliminary engineering validating it from a traffic way perspective. However, the estimated cost of environmental clean-up has not been fully studied and clean up may be so expensive as to prohibit this alternative final consideration as a practical matter in view of potential limitations to available funding.

As a redevelopment tool, this alternative could greatly benefit the surrounding neighborhood, but only if full funding is obtainable. Under this approach, assuming that roadway funds can be programmed and secured, then with additional local funds the assemblage program would be expanded to include adjoining properties so that a commerce park could be newly constructed in accord with design standards and site planning compatible to the neighborhood. This would, in essence, force the substantial clearance of detrimental industrial and commercial uses, providing the opportunity for the new construction of compatible, job creating commercial-industrial uses in addition to the new corridor.

Alternative 2: Starting at Sunrise Boulevard and proceeding along a widened N.W. 9th Avenue until it intersects at Sistrunk Boulevard and transitions through to N.W. 7th Avenue, this corridor runs along the perimeter of the most significantly blighted and presumably most costly to acquire portion of the Northwest industrial area. While some detrimental industrial properties would be cleared, this corridor avoids those that may impose such excessive costs necessary to mitigate environmental hazards as to jeopardize the feasibility of the entire project.

This corridor provides a more logical and compatible separation between residential and industrial uses from a land use perspective. Under this approach, improvement to the core industrial area would be accomplished through code enforcement, complemented by infrastructure improvement programs and other forms of assistance. As a renovation and infill development program, the physical improvements are not likely to provide the design integrity that can be accomplished by

clearance and new construction, but from a cost perspective, this alternative might present the only fundable approach that still achieves the traffic way objectives of the project while fostering redevelopment benefits and employment opportunities for the neighborhood.

Other Alternatives: After reexamination of the two alternatives described above, it should also be understood that other alternative alignments within this area may also be available that accomplish similar land use; redevelopment, economic development, and cost efficiency goals. Under either Alternative 1 or 2 (and most probably all others), a small number of residential apartment units will need to be acquired. Any other alternatives considered should also plan to minimize displacement of residents. Displaced families will be provided with relocation advisory and financial assistance in accord with applicable Federal and State laws.

The estimated cost of this project, under either alternative, as of 1995 was at least $21,000,000, which includes engineering, right-of-way acquisition, building demolition, and construction. Funding sources include 80% Federal, 10% State, and 10% local to be split between the City and the County. Depending on selection of the ultimate corridor between Alternatives 1 and 2, or others, project costs may increase due to unknown expenses associated with environmental clean-up. Should a more comprehensive clearance program be adopted to provide a commerce park, under a new construction approach in the vicinity of the corridor, sources of funds for these additional costs would need to be identified. Such a project might be appropriate for future consideration as a joint undertaking between the City and the County, which could be further developed and approved through an Interlocal Agreement.

As of the 2015 Plan update, the status of the 7th/9th Connector project as originally approved has been determined infeasible because of increased cost. NW 9th Avenue between Sistrunk Blvd and Sunrise Blvd is now programmed for Complete Streets streetscape enhancement projects and NW 7th Avenue between Broward Boulevard and Sunrise Boulevard has been identified as needing design and implementation considerations such as bicycle and pedestrian infrastructure.

G. FLAGLER HEIGHTS

Vision Statement

In July of 1999, FAU completed a target improvement program called "A Call for Action". The DDA Board, CRA Advisory Board and the City Commission conceptually endorsed the plan. There have been other plans conducted for the area in years past, most of which were well received. This section of the CRA work plan attempts to extract the key components from these plans that will create a plan of action for the area.

Program Description

The Flagler area is mainly a combination of assembled parcels, blighted properties and small residential and commercial buildings. The blighted properties surrounding the land assemblage combined with a lack of infrastructure are interfering with the development of the land. This may require CRA assistance and eminent domain to acquire hold-out properties to complete land assembly. According to FAU's "Call for Action", there are streets within the district that have small scale, private sector opportunities, which could act as catalysts for redevelopment of the area. In addition, 6th Street was been targeted as a "Gateway" streetscape project and is a key component for the redevelopment of the assembled parcels.

Redevelopment within this area will be induced by the flexibility provided through the modified mixed-use development zoning category. Immediate upgrades and improvements to the infrastructure are proposed to induce private investment and support development of the increased densities and intensities being programmed through land use and zoning. Public sector support of the area provides a clearer indication to investors of the city's proposed vision for infrastructure improvement goals. Concurrently, a master plan to create a street hierarchy is underway. The plan will identify what is anticipated for the right of ways on cross streets which in turn will enable a comprehensive finding schedule to be created. The planning process is also expected to target an area for public open space, and uncover any zoning revision needs to ensure uses are compatible with the vision.

Tax increment financing may be used anywhere within the Flagler Heights area as determined in accordance with the annual Strategic Plan.

H. LINCOLN PARK DEVELOPMENT

Vision Statement

The Lincoln Park site is one of the largest city owned assemblages in the CRA district and is a prime redevelopment site. At the time of the 2001 Plan update the City Commission acting as the CRA Board approved the relocation of the "One Stop Shop" to Lincoln Park. The desired development included a structure that would house all permitting and building departments and one that would attract a large number of individuals to drive the Sistrunk Corridor to apply for building permits and for site review of building plans. Ultimately the highest and best use for the remainder of the site needs to be determined.

Project Description

The parcels in and around Lincoln Park have' strong potential for development in the CRA district. There are potential issues associated with the Lincoln Park development including the trash transfer station, surrounding blight and possible underground hazards. Further investigation is necessary of these issues to determine the optimal development potential for the site. An assumption is being made at this point that no obstacles are insurmountable and development is viable for Lincoln Park. The CRA will collect all data that currently exists and hire the necessary firms to identify any other issues that may limit or hinder development of the site. Once underground issues have been identified and costs associated with preparing the site for development are identified, development goals can be established for the site. Residential, commercial, mixed use or a public use is anticipated to be at the site. Funds available to the CRA may be used for site assembly and infrastructure.

I. SWEETING ESTATES RESIDENTIAL REDEVELOPMENT

Vision Statement

Sweeting Estates has a large advantage over other residential areas in the CRA district due to the natural confinement of the neighborhood by the North Fork of the New River and Sistrunk Boulevard. Many of the commercial properties however, are a major detriment to the neighborhood and must be addressed at the same time any residential efforts are initiated. The CRA will provide assistance through streetscape, infrastructure, demolition, and relocation. The Sweeting estates area is the targeted site of a single family infill project that is intended to remove the pockets of blighted and vacant land and provide for market rate housing.

Project Description

The initial program calls for incremental acquisition of the properties on the south side of Sistrunk that border the neighborhood. If the entire commercial cannot be relocated, rehab of existing structures is required. Replacement commercial can be accommodated on the north side of the street, or relocated further to the east in a commercial node. A simultaneous program for acquisition of key residential properties and code enforcement should take place. The third component involves possible street closures or a revised entry to limit ingress and egress to the neighborhood with attractive signage as the gateway. Relocation of blighted commercial properties and support for private sector initiatives within the area should follow.

The CRA has identified a private sector partner to provide infill single family housing in the Sweeting Estates area. The CRA will provide assistance through streetscape, infrastructure, demolition, and relocation. If necessary to complete site assembly, the CRA may exercise the power of eminent domain to acquire property and make it available to the developer.

Improvements could be infrastructure, demolition and possible relocation having a total cost of approximately $2.5 million.

J. KONOVER SITE

Vision Statement

The Konover parcel and Jamaican Domino Club have been purchased. Assemblage of this site expands the development footprint and allow for a larger development having a stronger impact on the area and the Tax Increment Fund. The CRA shall seek optimal development potential through an RFP process.

Project Description

As of December 22, 2000, the City of Fort Lauderdale annexed the remaining part of the Konover parcel that had not previously been included in the corporate limits of the City. A report of the conditions on that parcel has been prepared. In 2002 the CRA and City Commission expanded the NPF-CRA to include that parcel.

Any disposition of property in the Konover Site for redevelopment purposes will be done according to the procedures and standards set forth in Section 163.380, Florida Statutes.

K. OTHER PROPERTY ACQUISITION AND DISPOSITION

From time to time the CRA may identify opportunities to acquire properties that can be conveyed or assembled for redevelopment. When those opportunities are identified, with the approval of the CRA Board, the CRA shall proceed with such acquisitions using funds available to the CRA including acquiring city owned vacant parcels and/or buildings targeted for redevelopment purposes. From time to time the CRA shall dispose of property that it acquires to private or public persons for redevelopment purposes and may enter into agreements with such persons to ensure that the redevelopment occurs, as provided in Section 163.380, Florida Statutes.

The CRA may fund appraisals, conduct surveys, obtain site information, conduct contamination or site cleanup, and conduct any due diligence necessary to stimulate redevelopment in the CRA district. The CRA may also acquire property for the purposes of establishing a Cultural or Arts facility. Cultural amenities are encouraged as they will attract and contribute to the redevelopment of the NPF redevelopment area.

L. TRANSPORTATION MOBILITY AND OTHER CAPITAL INITIATIVES

The City of Fort Lauderdale has made substantial progress along with the Downtown Development Authority and the County in relation to transportation planning and transit initiatives. The investment in the transportation system will support the growing population in the CRA district and encourage more pedestrian activity. The CRA will promote mass transit and other forms of activity, projects and programs that result in increased pedestrian activity and a reduction in vehicular ridership. The Wave transit project will connect the CRA to other geographic areas within the city and will be a key project for the CRA.

Additional projects that include capital public investment by the CRA may include but are not limited to the acquisition, redevelopment or construction of surface or structured parking, parking development promotion programs, wayfinding and signage, or other related transit projects or programs, and projects related to redevelopment in response to climate change and adaptation or programs related to adaptation techniques. This may include educational programs and CRA investment in an Adaptation Incentive program. Pedestrian programs and projects may include sidewalk enhancements, lighting, upgrades to infrastructure and other pedestrian amenities. The CRA may fund and conduct contamination/site cleanup of any brownfield site and property deemed necessary in order to encourage or facilitate redevelopment within the CRA.

SECTION 6

PUBLIC SAFETY, SECURITY, AND QUALITY OF LIFE

As the redevelopment of the CRA areas continue, an emphasis on safety and security as well as quality of life initiatives are relevant to promoting and attracting private investment and development. The CRA Plan was amended in 2013 to include three new improvement projects and activities consisting of a Community Policing Innovation program, a Wireless Security Camera System, and a Public Wi-Fi System.

A. COMMUNITY POLICING INNOVATION PROGRAM

The Fort Lauderdale Police Department has stepped up enforcement efforts within the district since the completion of the Sistrunk streetscape enhancement project. It is recommended that these community policing strategies continue as long as the NPF CRA funds are available and until the sunset of the trust fund in 2025. Some of the activities that are being supported under this initiative include opening a police substation for enhanced security in the heart of the Midtown Business District.

The CRA provides funds for innovative policing activity. However, private security services may be hired if there is a need for additional security. A security ambassador program may be provided to visitors and residents with local information, eyes on the street, and safety patrol.

B. WIRELESS SURVEILLANCE CAMERA SYSTEM

Community Policing Innovation strategies will be further enhanced by the installation of a Wireless Surveillance Camera System that utilizes the latest technology to aid crime prevention activities in the redevelopment district. The surveillance cameras are proposed to be installed on the light poles or private property throughout the redevelopment area.

C. PUBLIC WI-FI SYSTEM

A wireless area local network or Wi-Fi is being proposed to provide a unique public digital amenity which will aid our efforts to promote the redevelopment district as a great place to live and operate a business. A public Wi-Fi system will also provide the opportunity to continuously inform residents and visitors on a platform like channel 78. A public Wi-Fi system may also be used as a business recruitment and job creation tool for companies looking to expand and relocate to the NPF CRA district.

Financial Resource

The estimated one time cost of incorporating these new projects and activities into the redevelopment plan is approximately $378,000 which would be funded through the NPF CRA Redevelopment trust Fund. The annual expense for the Community Policing Innovation strategies is estimated at $20,000 (but may vary year to year). The annual expense for the surveillance cameras and Wi-Fi are yet to be determined.

These redevelopment objectives are identified as a priority in the Strategic Plan. Tax increment financing may be used anywhere within the Community Redevelopment Area as determined in

accordance with the annual Strategic Plan and CRA funds may be utilized for the surveillance camera and public Wi-Fi..

SECTION 7

DURATION, CONFORMITIES, MODIFICATIONS AND FINDINGS

Policies regarding Redevelopment Plan duration, conformities, and modifications as well as findings pertaining to neighborhood impact and benefit are set forth below.

A. DURATION OF REDEVELOPMENT PLAN

This Redevelopment Plan shall be in effect from the date of its adoption by the Fort Lauderdale City Commission, until November 7, 2025, unless subsequently amended with the same formality as its original adoption and approval. However, as provided by the Redevelopment Act, any bond, note, or other form of indebtedness pledging increment revenues to the repayment thereof, shall mature no later than the end of the 30th fiscal year after the fiscal year in which increment revenues are first deposited into the Redevelopment Trust Fund or the fiscal year in which the plan is subsequently amended to coincide with the maximum permitted term of such bond or note.

Notwithstanding the above and unless otherwise stated in any agreement for the development of publicly assembled property disposed of in connection with this Redevelopment Plan, the purpose and intent of this Redevelopment Plan shall survive its expiration date and shall be incorporated to the extent deemed necessary and appropriate by the proper City Officials in instruments of conveyance and restrictive covenants running with any such redeveloped land.

B. CONFORMITY WITH COMPREHENSIVE PLAN

This Redevelopment plan is found at date of its adoption to be in conformity with the City's Comprehensive Plan. Any adopted amendment or modification, or official interpretation thereto, to the current Comprehensive Plan, or any succeeding Comprehensive Plan adopted in the time of duration pertaining to this Redevelopment Plan, shall be deemed to have automatically amended or modified any provision of this Redevelopment Plan not then in conformity, and no further amendment or modification to the Redevelopment Plan shall be deemed necessary to bring the Redevelopment Plan in conformity with the then more restrictive provisions or requirements of the Comprehensive Plan.

C. REDEVELOPMENT PLAN MODIFICATIONS

As a supplement to the foregoing, it is recognized that the Redevelopment Plan may set forth more specific requirements and programmatic objectives for the Redevelopment Program, not generally provided in the Comprehensive Plan. Any such more restrictive requirement or objective in the Redevelopment Plan, found necessary for amendment or modification, may be made and put into effect when done in accordance with the procedures and requirements of the Redevelopment Act and other applicable regulatory approvals and laws.

If any section, subsection, sentence, clause, provision, or part of this Redevelopment Plan shall be held invalid for any reason, the remainder of this Redevelopment Plan shall not be affected.

D. NEIGHBORHOOD IMPACT AND BENEFITS

This Redevelopment Plan is found at time of its adoption to promote programs and projects that will have a positive impact on the neighborhood residents and low and moderate-income households within the NPF CRA. The Redevelopment Program will assist in providing public amenities and incentives as inducements to stimulate private development to upgrade and replace incompatible land uses and blighting conditions currently affecting the area. The Redevelopment Plan will not present any adverse effects on *community facilities and schools and, in fact, fosters the construction of needed medical facilities and more accessible postal services by locating them in the neighborhood area. The Redevelopment Program will help preserve and expand the supply of affordable housing through the extension to the entire NPF CRA of Federal- and State—funded housing programs designed to principally assist low and moderate-income persons. It is Redevelopment Plan policy to minimize the effects of such activities on residential households and, when appropriate in the sole determination of the CRA, the property owner 'or the CRA will provide relocation advisory and financial assistance to other affordable and comparable replacement housing. The Redevelopment Program is designed, in part, to assist in the replacement or installation of basic public utilities that will improve the quality of life of residential neighborhoods, and stimulate private development of areas planned for commercial development.

Overall, this Redevelopment Plan will generally, but not solely, assist in- serving the needs of low and moderate-income neighborhoods by fostering development regulations designed to preserve and protect abutting neighborhood areas from incompatible commercial development. Additionally, it will help focus and direct basic physical improvement programs to the NPF CRA in order to enhance the quality of life in the residential neighborhoods, and improve the overall environment necessary to retain and- attract sound business and commercial development that provide employment and job opportunities as well as essential neighborhood services to the surrounding neighborhood areas.

E. UPDATE EFFECT ON EXISTING PLAN

This Plan amends and updates the Northwest Progress Flagler Heights Redevelopment Plan adopted by the Fort Lauderdale City Commission on November 7, 1995 (the "Original Plan") and the updated and amended Plan adopted by the City Commission on May 15, 2001. Certain projects, programs, undertakings, and actions contemplated by the Original Plan are being implemented or are in progress at the time of the adoption of this Plan. Nothing in this Plan is intended nor shall anything herein be applied to stop, curtail, limit or restrict the implementation of those projects, programs, undertakings and actions under the Original Plan unless expressly stated herein to that effect. All such projects, programs, undertakings and actions under the Original Plan that are being implemented and are in progress as of the adoption of this Plan may be continued to completion in the manner contemplated by the Original Plan and such projects, programs, undertakings and actions are deemed to be activities contemplated by this Plan.

SECTION 8
OTHER CITY AND CRA GOVERNMENT FUNCTIONS

A. PERMITTING

As property owners and the development community begin to invest in the CRA, a streamlined permitting process needs to be initiated. Discussions have already begun with the Building Department to address this issue.

B. POLICE

As with code and permitting, the CRA will involve the Police Department in strategy sessions during the redevelopment process.

C. FINANCIAL INCENTIVE PROGRAMS

The City currently offers a variety of incentive programs. The CRA should investigate the desirability of establishing supporting programs and may create additional CRA funded incentive programs.

CRA Incentives and Programming

The CRA will establish incentive programs as deemed appropriate to address redevelopment obstacles at any given point in time. These incentive programs may be modified, expanded, eliminated, or added as a new program at any time. Tax increment as the source of revenue will be appropriated annually in the CRA budget and the Strategic Plan to fund the incentive programs. Details of each incentive program will be drafted as a policy and individually approved by the CRA Board.

Incentive programs include but are not limited to the following:

- A Commercial Façade Improvement Program
- A Housing Investment Program
- A Streetscape Improvement Program
- A General Business Investment Program
- A Climate Change Adaptation Incentive Program
- A Low Interest Loan Program
- A Business Relocation Program
- A Tax Rebate Program

D. QUALITY OF LIFE PROGRAMS AND PROMOTION of REDEVELOPMENT ACTIVITIES

From time to time the CRA will utilize marketing, public relations and other promotional means to inform the general public, the residents, targeted businesses and visitors about the redevelopment effort taking place in the CRA district. In addition, special events, promotions and public displays will assist in business attraction, promoting the District as a place to live, and further promoting the area as a redevelopment district with opportunity for private investment. Marketing and collaterals will include information on project areas and descriptions, incentives available and infrastructure plans and policies regarding CRA development goals. The website should mimic the collaterals. The CRA will prepare materials, maps and collaterals for distribution so the development community can clearly see the City's vision for the CRA District.

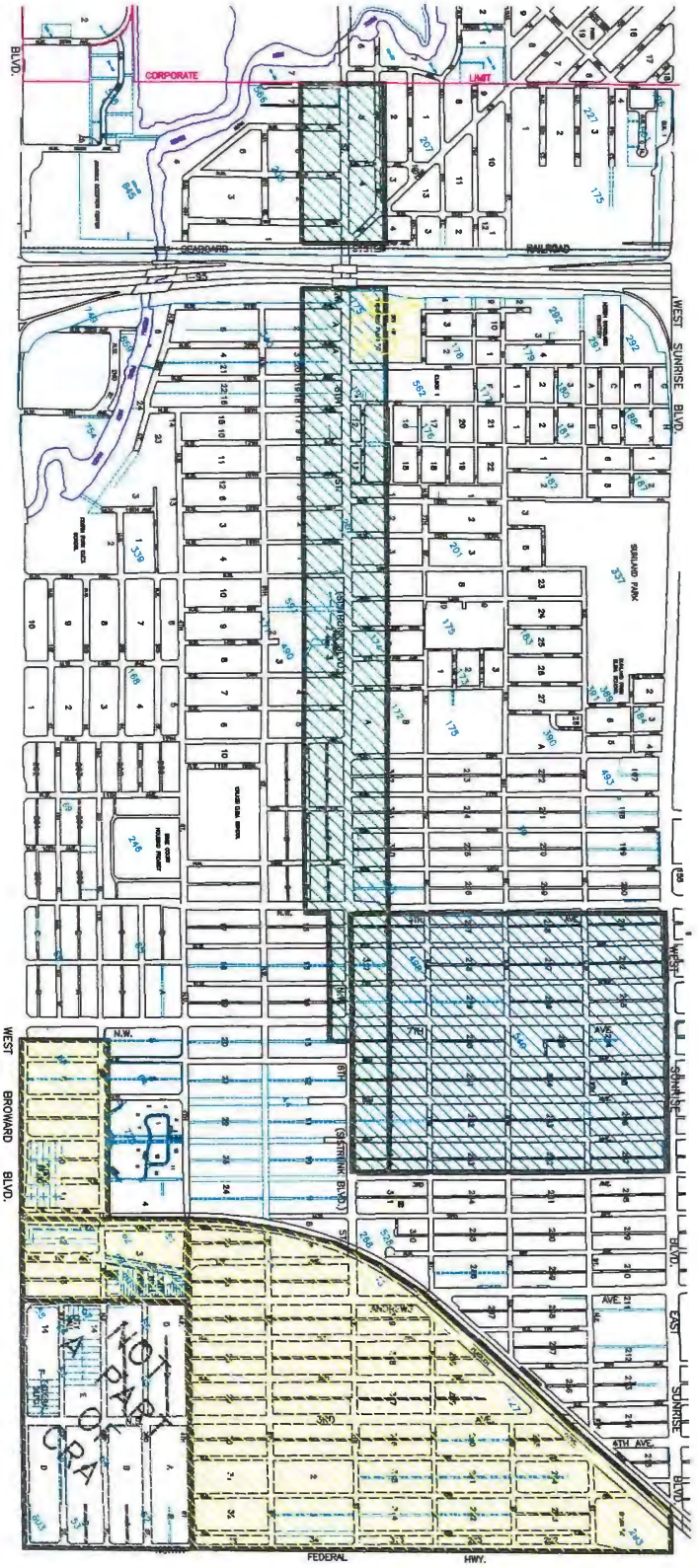
Utilizing public venues for art, public art, events and other place-making activities will be part of the overall quality of life programming to attract residents and businesses to locate to the CRA district. Activities and events in public spaces include partnering with sponsors, hiring coordinators and promoters, holding special events and forums, and placement of public art installations are all forms of increasing the perception of the quality of life in the district.

Other forms of quality of life programs and projects include community garden concepts, enhancing public parks and public space including innovative urban forestry programs, promotion of health and wellness programs and supporting the overall economic health and wealth of residents and businesses in the CRA district. This plan also includes programs and projects to address the concept of food deserts including partnerships with local vendors, health officials and industry professionals, and others involved in healthy eating and food supplies.

NPF CRA EXHIBITS

NORTHWEST / PROGRESSO / FLAGLER HEIGHTS COMMUNITY REDEVELOPMENT AREA PLAN

AREA BOUNDARIES



LEGEND

- PROGRESSO & RAC AREA
- NORTHWEST COMMERCIAL REVITALIZATION AREA
- SISTRUNK CORRIDOR AREA

EXHIBIT 1

PROJECT #9295	NW/PROGRESSO/FLAGLER HEIGHTS COMMUNITY REDEVELOPMENT PLAN
AREA BOUNDARIES	
SHEET NO:	
NO. OF SHEETS:	
CAD FILE NO.	
BOUNDARY FILE NO.	

REVISIONS

NO.	DATE	BY	CHK	DESCRIPTION

CITY OF FORT LAUDERDALE
DEPARTMENT OF PLANNING & ECONOMIC DEVELOPMENT
ENGINEERING DIVISION
Design, Project Management, Construction
33 N.E. 2nd. Street (NorthMark Bldg, 2nd. floor) Fort Lauderdale, Florida, 33301
Telephone: (305) 761-5079 Fax: (305) 761-5074

DRAWN BY: LT/RC	SCALE: 1" = 1200'
DESIGNED BY: PSJIII	DATE: 2/8/95
CHECKED BY: PSJIII	FIELD BOOK: ---

FINAL APPROVAL

FLA. REG. ENG. NO.

The 2010 Census and the 2009-2013 American Community Survey data used in this analysis and additional indicators of the socioeconomic fabric of the NPF CRA is shown in the following table.

SOCIO-ECONOMIC AND HOUSING CHARACTERISTICS

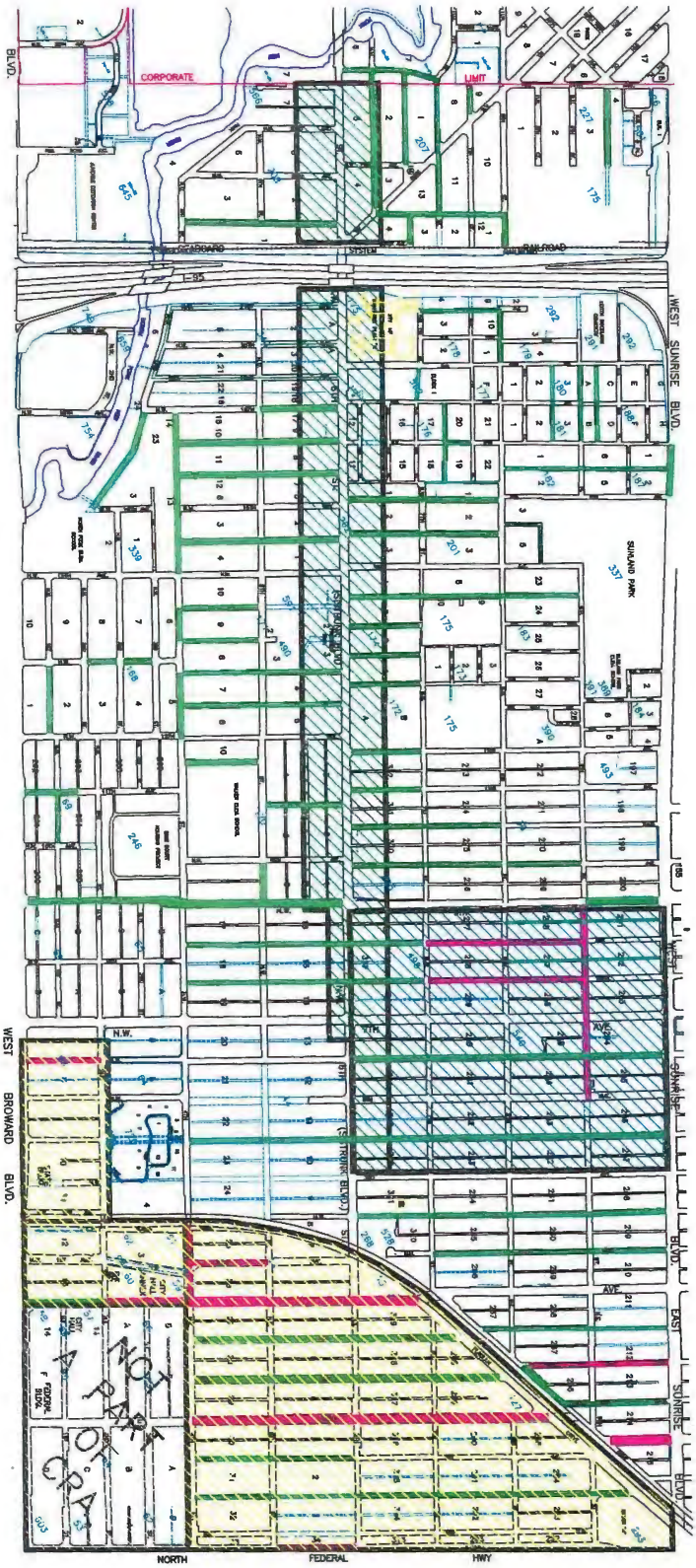
DEMOGRAPHIC CATEGORY	CITY	NPF CRA	% OF CITY	NW PART OF CRA	% OF CRA	RAC PART OF CRA	% OF CRA
Total # Persons	165521	14263	9%	11951	84%	2312	16%
Total # Households	74786	5603	7%	4275	76%	1328	24%
Persons 0-18 Yrs. of Age	29135	3919	13%	3670	94%	250	6%
Persons Age 65 + Over	25334	955	4%	879	92%	77	8%
# High School Graduates	106128	6805	6%	5014	74%	1792	26%
# Persons Employed	80894	5997	7%	3991	67%	2006	33%
Median Household Income	49119	27335	56%	21959	80%	53891	197%
# Households Below 80% of Median	30005	2318	8%	1721	74%	465	20%
# Households Receiving Public Assistance (income & food stamps)	11680	2432	21%	2237	92%	200	8%
3 Households with Disability Status	16145	2026	13%	1818	90%	208	10%
# Persons Below Households Level	11631	1745	15%	1605	92%	140	8%
Year Round Housing Units	83964	6836	8%	5300	78%	1536	22%
# Occupied Housing Units	74786	5603	7%	4273	76%	1328	24%

SOCIO-ECONOMIC AND HOUSING CHARACTERISTICS

DEMOGRAPHIC CATEGORY	CITY	NPF CRA	% OF CITY	NW PART OF CRA	% OF CRA	RAC PART OF CRA	% OF CRA
# Owner-Occupied Units	41023	1053	3%	845	80%	208	20%
# Renter-Occupied Units	33763	4550	13%	3430	75%	1120	25%
Mean Contract Rent	1056	823	78%	712	87%	1163	141%
Median Home Value	$245,700	$157,925	64%	$152,517	97%	$196,667	125%
# Owner-Occupied Households with Mortgage	24112	705	3%	585	83%	120	17%
Median Yr. Housing Structure Built	1968	1973		1967		2003	

NORTHWEST / PROGRESSO / FLAGLER HEIGHTS COMMUNITY REDEVELOPMENT AREA PLAN

WATER MAINS



LEGEND

- WATER MAIN (CIP PROGRAM)
- WATER MAIN (CRA PROGRAM)
- PROGRESSO & RAC AREA
- NORTHWEST COMMERCIAL REVITALIZATION AREA
- SISTRUNK CORRIDOR AREA

EXHIBIT 1

PROJECT #9295	NW/PROGRESSO/FLAGLER HEIGHTS COMMUNITY REDEVELOPMENT PLAN
WATER MAINS	

REVISIONS

NO.	DATE	BY	CHK	DESCRIPTION

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DESIGNED BY: PSJIII	DATE: 6/15/95	FLA. REG. ENG. NO.
CHECKED BY: PSJIII	FIELD BOOK: ---	

CAD FILE NO.
PED/MAT
FB&S NO.
SHEET NO.:
NO. OF SHEETS:

SISTRUNK CORRIDOR

WATER MAINS



LEGEND

WATER MAIN (CIP PROGRAM)

EXHIBIT

PROJECT #9295

NW/PROGRESSO/FLAGLER HEIGHTS COMMUNITY REDEVELOPMENT PLAN

WATER MAINS

REVISIONS				
NO.	DATE	BY	CHK	DESCRIPTION

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DESIGNED BY: PSJIII	DATE: 2/8/95
CHECKED BY: PSJIII	FIELD BOOK: ---

FINAL APPROVAL

FLA. REG. ENG. NO.

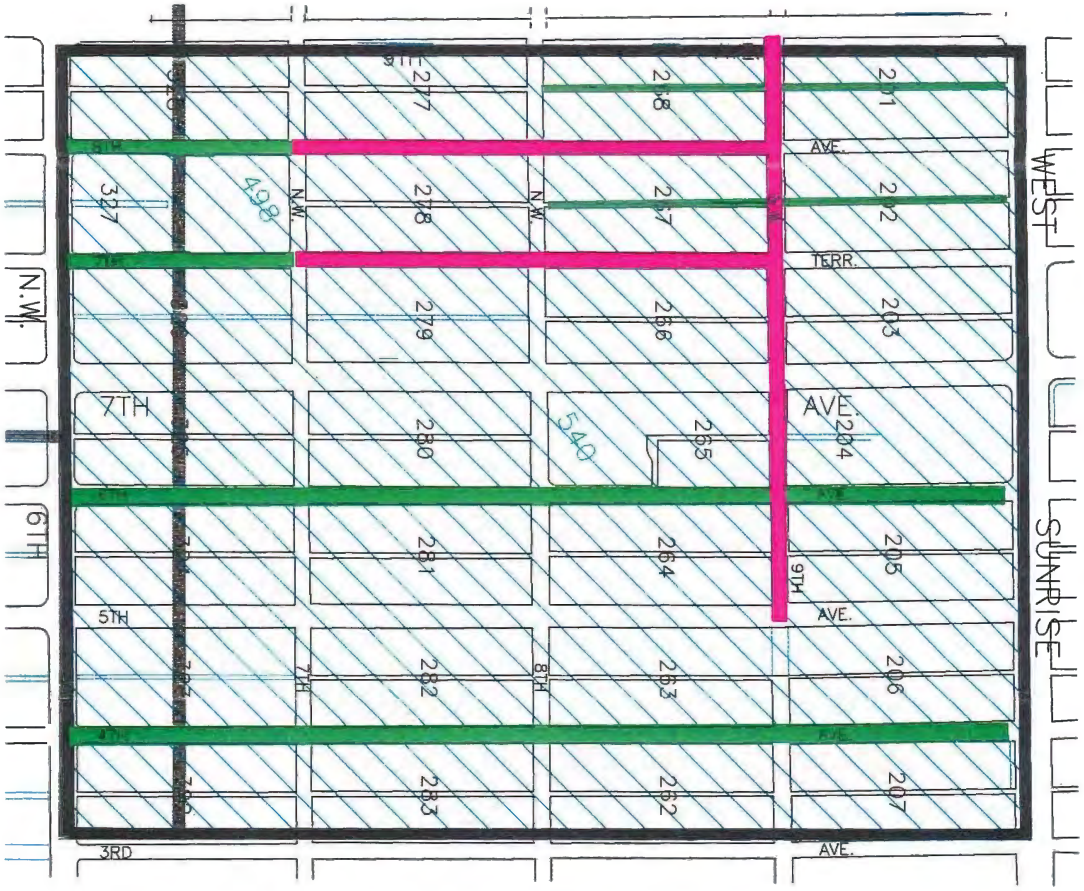
CAD FILE NO. PETEWSIS

SHEET NO.

NO. OF SHEETS:

NORTHWEST COMMERCIAL REVITALIZATION AREA

WATER MAINS



LEGEND

- WATER MAIN (CIP PROGRAM)
- WATER MAIN (CRA PROGRAM)

EXHIBIT 4

PROJECT #9295
NW/PROGRESSO/FLAGLER HEIGHTS COMMUNITY REDEVELOPMENT PLAN
WATER MAINS

REVISIONS

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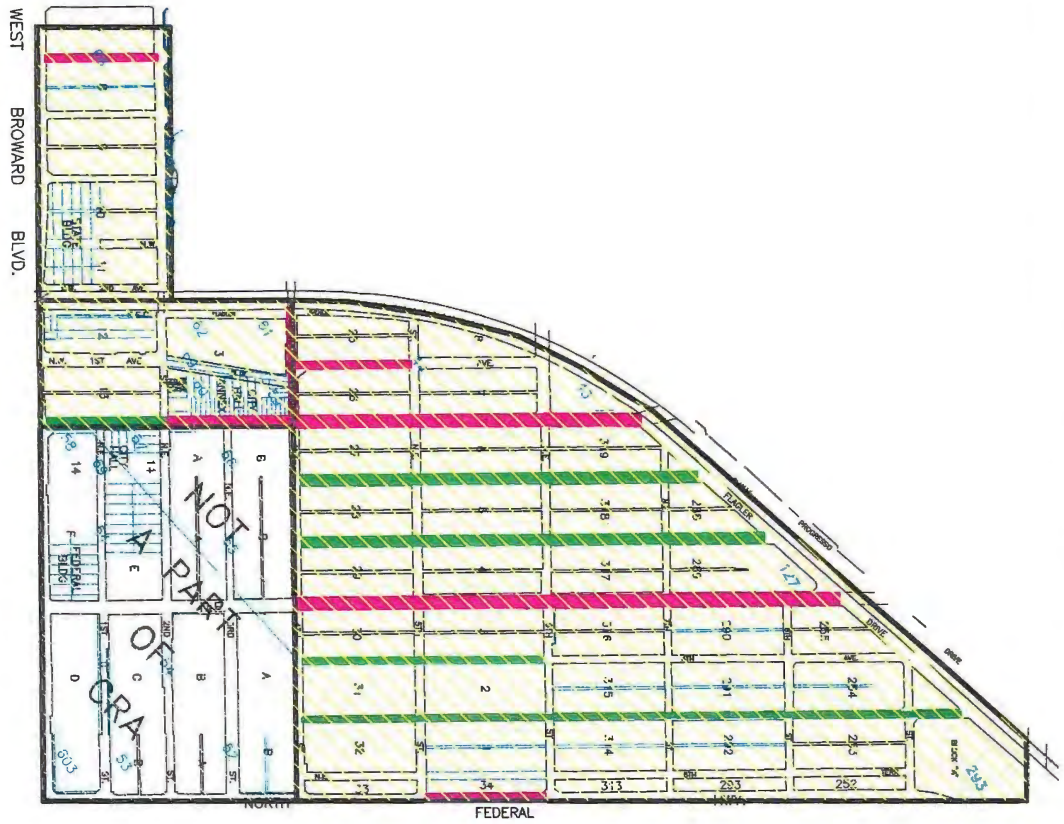
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DESIGNED BY: PSJIII	DATE: 2/8/95
CHECKED BY: PSJIII	FIELD BOOK: ---

FINAL APPROVAL
FLA. REG. ENG. NO.

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SHEET NO.:
NO. OF SHEETS:

PROGRESSO & RAC AREA

WATER MAINS



LEGEND

WATER MAIN (CIP PROGRAM)

WATER MAIN (CRA PROGRAM)

EXHIBIT 5

PROJECT #9295

NW/PROGRESSO/FLAGLER HEIGHTS COMMUNITY REDEVELOPMENT PLAN

WATER MAINS

REVISIONS				
NO.	DATE	BY	CHK'	DESCRIPTION

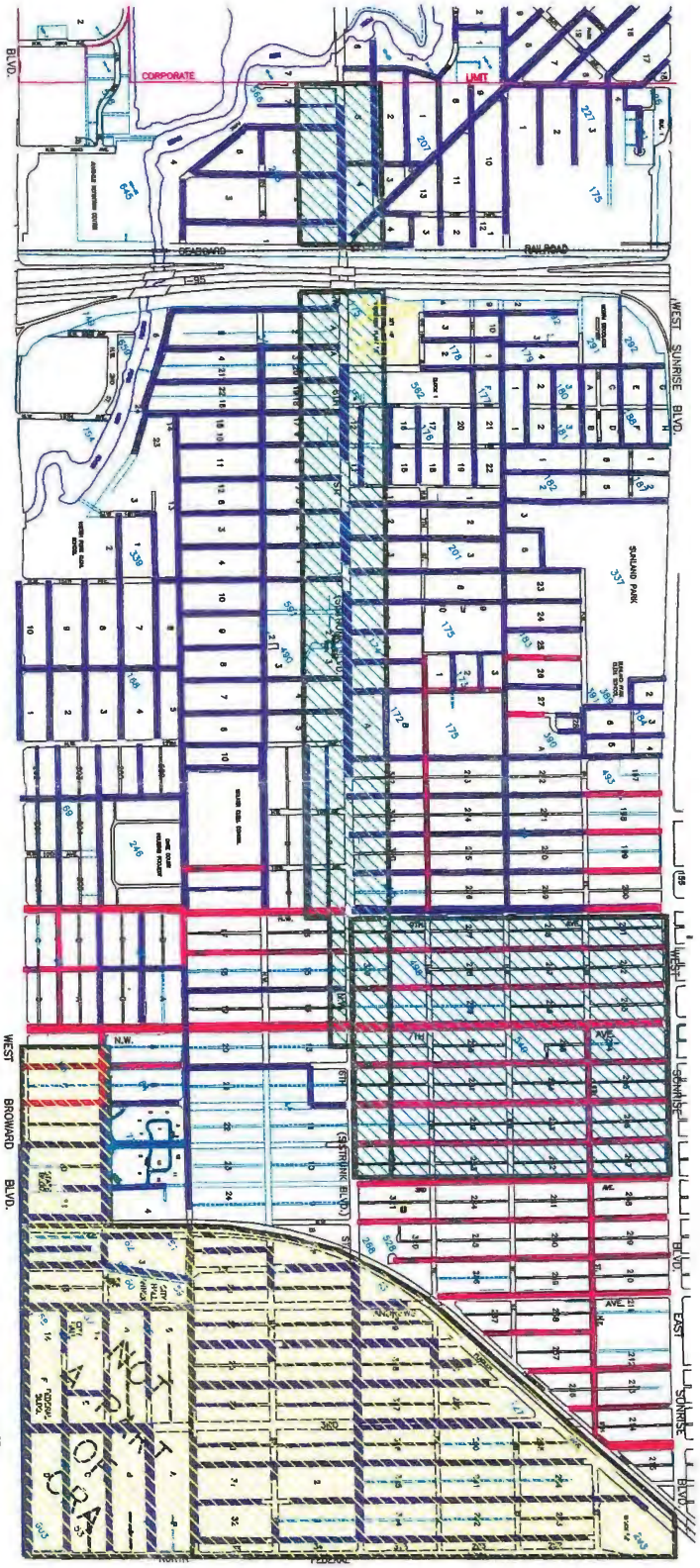
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LT/RC	1" =200'	
DESIGNED BY: PSJIII	DATE: 6/15/95	FLA. REG. ENG. NO.
CHECKED BY: PSJIII	FIELD BOOK: ---	

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NO. OF SHEETS:

NORTHWEST / PROGRESSO / FLAGLER HEIGHTS COMMUNITY REDEVELOPMENT AREA PLAN

SANITARY SEWER



LEGEND

- SANITARY SEWER NEEDED
- SANITARY SEWER EXISTING
- PROGRESSO & RAC AREA
- NORTHWEST COMMERCIAL REVITALIZATION AREA
- SISTRUNK CORRIDOR AREA

EXHIBIT

PROJECT #9295	
NW/PROGRESSO/FLAGLER HEIGHTS COMMUNITY REDEVELOPMENT PLAN	
SANITARY SEWER	
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REVISIONS

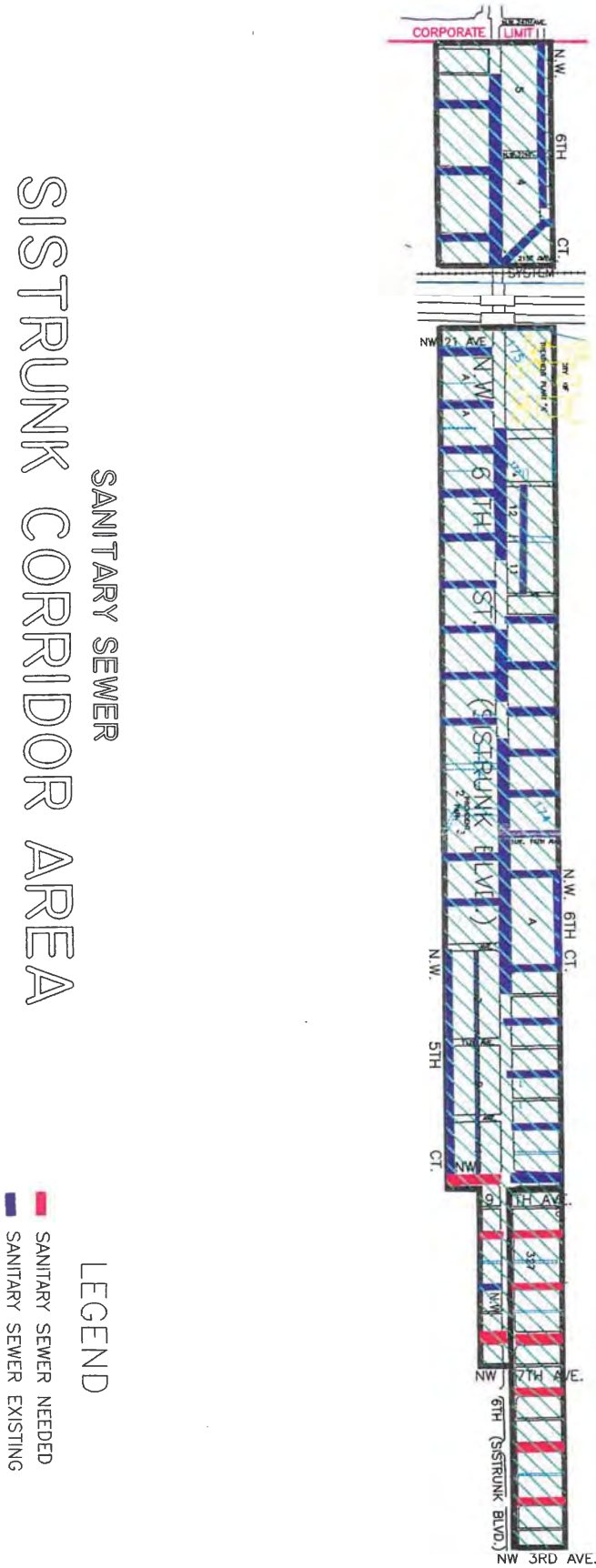
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SISTRUNK CORRIDOR AREA

SANITARY SEWER



LEGEND

SANITARY SEWER NEEDED

SANITARY SEWER EXISTING

EXHIBIT 7

PROJECT #9295

NW/PROGRESSO/FLAGLER HEIGHTS COMMUNITY REDEVELOPMENT PLAN

SANITARY SEWER

REVISIONS

NO.	DATE	BY	CHK'	DESCRIPTION

CITY OF FORT LAUDERDALE
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SCALE: 1"=200'
DESIGNED BY: PSJIII
DATE: 2/8/95
CHECKED BY: PSJIII
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FINAL APPROVAL
FLA. REG. ENG. NO.

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NO. OF SHEETS:

NORTHWEST COMMERCIAL REVITALIZATION AREA

SANITARY SEWER



LEGEND

SANITARY SEWER NEEDED

SANITARY SEWER EXISTING

EXHIBIT 8

PROJECT #9295

NW/PROGRESSO/FLAGLER HEIGHTS COMMUNITY REDEVELOPMENT PLAN

SANITARY SEWER

REVISIONS				
NO.	DATE	BY	CHK	DESCRIPTION

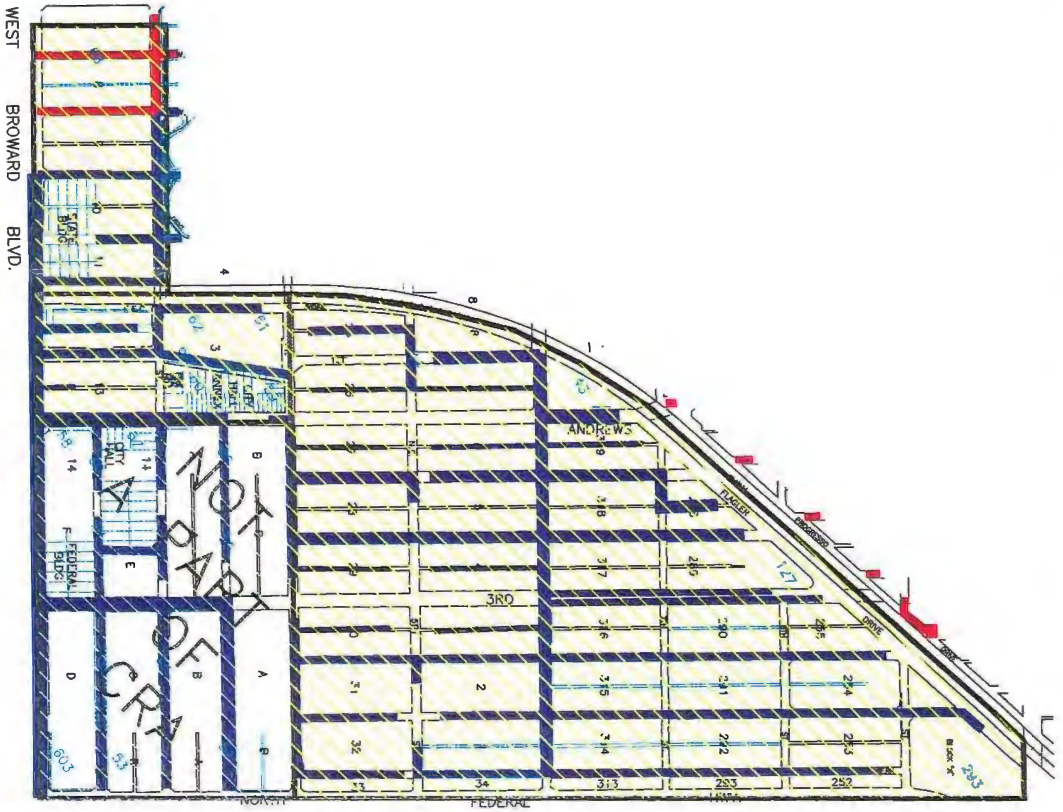
CITY OF FORT LAUDERDALE
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DESIGNED BY: PSJIII	DATE: 2/8/95	FLA. REG. ENG. NO.	
CHECKED BY: PSJIII	FIELD BOOK: ---		

NO. OF SHEETS:
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EXHIBIT 9

SANITARY SEWER
PROGRESSO & RAC AREA



LEGEND

SANITARY SEWER NEEDED

SANITARY SEWER EXISTING

PROJECT #9295

NW/PROGRESSO/FLAGLER HEIGHTS COMMUNITY REDEVELOPMENT PLAN

SANITARY SEWER

REVISIONS				
NO.	DATE	BY	CHK'	DESCRIPTION

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FINAL APPROVAL

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CAD FILE NO. PETSRAC

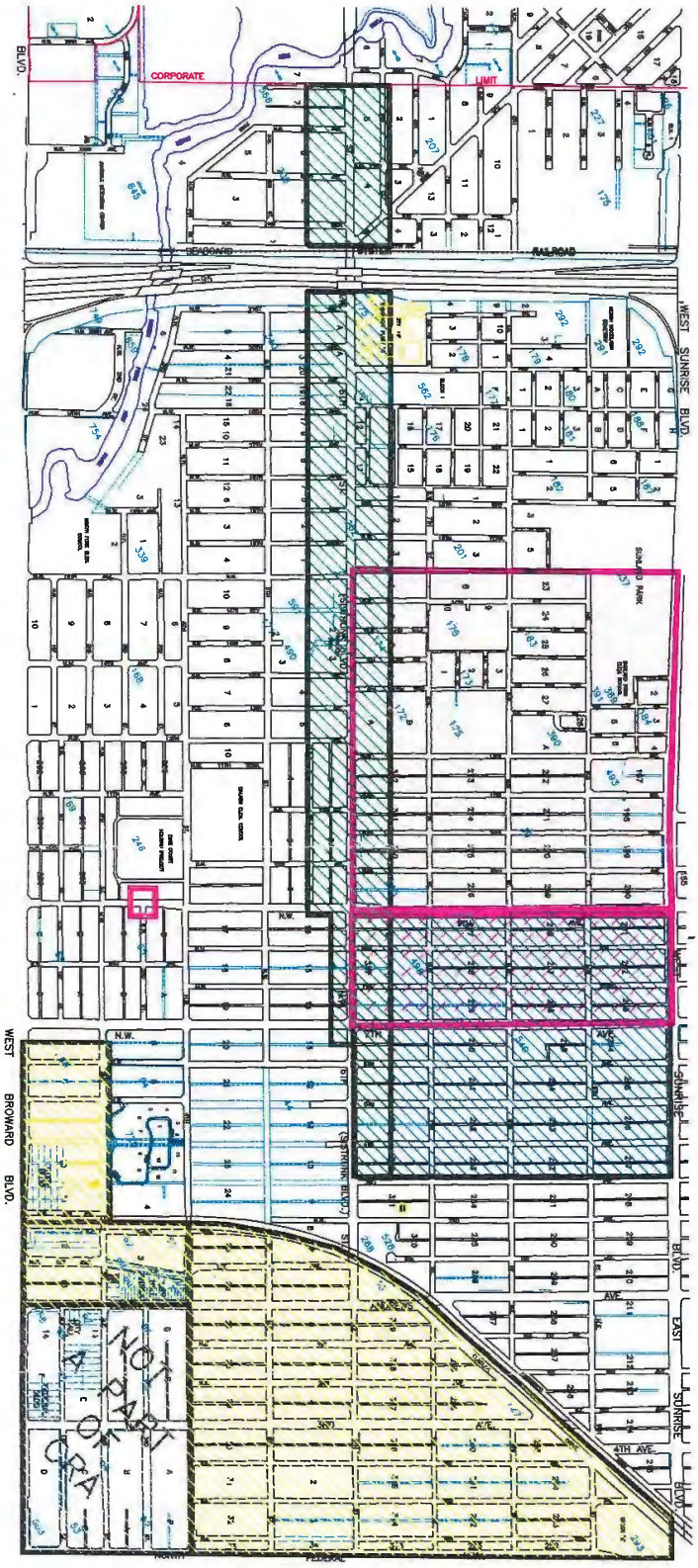
FILE NO.

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NORTHWEST / PROGRESSO / FLAGLER HEIGHTS COMMUNITY REDEVELOPMENT AREA PLAN

STORM DRAINAGE



LEGEND

STORM DRAIN PROBLEM AREAS:

- POLLUTION IN DRAINS
- SAND IN DRAINS
- SEVERE FLOOD

- PROGRESSO & RAC AREA
- NORTHWEST COMMERCIAL REVITALIZATION AREA
- SISTRUNK CORRIDOR AREA

EXHIBIT 10

PROJECT #9295
NW/PROGRESSO/FLAGLER HEIGHTS COMMUNITY REDEVELOPMENT PLAN
STORM DRAIN

REVISIONS				
NO.	DATE	BY	CHK	DESCRIPTION

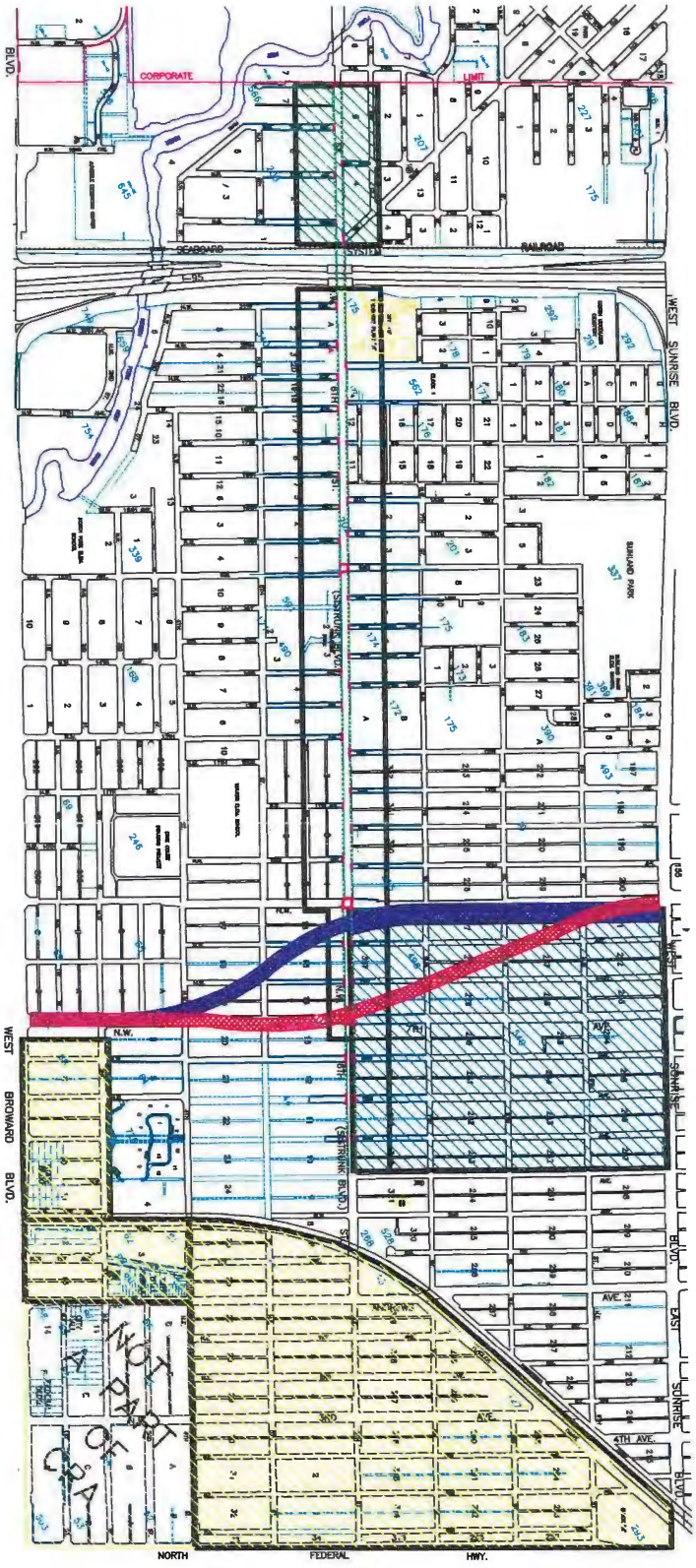
DEPARTMENT OF PLANNING & ECONOMIC DEVELOPMENT
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DRAWN BY: LT/RC | SCALE: 1"=500'
DESIGNED BY: PSJIII | DATE: 2/8/95
CHECKED BY: PSJIII | FIELD BOOK: ---
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NO. OF SHEETS:

NORTHWEST / PROGRESSO / FLAGLER HEIGHTS COMMUNITY REDEVELOPMENT AREA PLAN

7TH AND 9TH AVENUE CORRIDORS


CORPORATE LIMIT
SEABOARD RAILROAD
I-95
WEST SUNRISE BLVD.
BANYAN PARK
NW 6TH
NW 7TH
NW 9TH
NW 7TH AVE.
NW 9TH AVE.
SUNRISE BLVD.
WEST BROWARD BLVD.
(SISTRUNK BLVD.)
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NPF CRA APPENDIX

RESOLUTION 89-1132

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF BROWARD COUNTY, FLORIDA, DELEGATING TO AND CONFERRING UPON THE CITY OF FORT LAUDERDALE, FLORIDA, THOSE POWERS CONFERRED UPON BROWARD COUNTY BY CHAPTER 163, PART III, FLORIDA STATUTES, THE COMMUNITY REDEVELOPMENT ACT OF 1969, AS AMENDED, SUBJECT TO THE BOARD'S REVIEW AND APPROVAL OF THE COMMUNITY REDEVELOPMENT PLAN.

WHEREAS, The City Commission of Fort Lauderdale, Florida, is desirous of utilizing the community redevelopment powers specified in Chapter 163, Part III, Florida Statutes, the Community Redevelopment Act of 1969, as amended; and

WHEREAS, pursuant to Section 163.410, Florida Statutes, said City Commission has officially requested the Board of County Commissioners of Broward County, Florida, to delegate and confer upon the City Commission of Fort Lauderdale, Florida, the authority to exercise all of the powers, and to be subject to all of the responsibilities of the Community Redevelopment Act of 1969, as amended, for the purpose of establishing a Community Redevelopment Agency for the rehabilitation, conservation, or redevelopment of blighted areas within the municipal jurisdiction of said City; and

WHEREAS, the Board of County Commissioners of Broward County desires to delegate to the City Commission of the City of Fort Lauderdale, Florida, those powers conferred by the Community Redevelopment Act of 1969, as amended, subject to the Board's review and approval of the Community Redevelopment Plan; NOW, THEREFORE,

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF BROWARD COUNTY, FLORIDA:

That the Board of County Commissioners of Broward County, Florida, hereby delegates to the City Commission of the City of Fort Lauderdale, Florida, the authority to create a Community Redevelopment Agency to operate within the

jurisdiction of that City, and the authority to exercise all those powers conferred upon local governments by the Community Redevelopment Act of 1969, as amended, subject to the Board's review and approval of the Community Redevelopment Plan.

ADOPTED this 11th day of April, 1989.

AKH:lla
4/11/89
ComRedev.R01

STATE OF FLORIDA)
SS
COUNTY OF BROWARD)

I, L. A. HESTER, County Administrator, in and for Broward County, Florida, and Ex-Officio Clerk of the Board of County Commissioners of said County, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of Resolution 89-1132

as the same appears of record in the Minutes of a meeting of said Board of County Commissioners held on 11th day of April ,19 89 .

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 11th day of April ,1989 .

L. A. HESTER
COUNTY ADMINISTRATOR

BY Phyllis Hertzberg
Deputy Clerk

(S E A L)

RESOLUTION NO. 95-86

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT LAUDERDALE, FLORIDA, FINDING THAT ONE OR MORE SLUM OR BLIGHTED AREAS AS DEFINED IN PART III, CHAPTER 163, FLORIDA STATUTES, EXIST IN THE CITY OF FORT LAUDERDALE WITHIN THAT AREA LYING BETWEEN SUNRISE BOULEVARD ON THE NORTH, BROWARD BOULEVARD ON THE SOUTH, THE CITY CORPORATE LIMIT LINE ON THE WEST AND FEDERAL HIGHWAY ON THE EAST; EXCEPT FOR AND LESS THAT PORTION LYING SOUTH OF N.E. 4TH STREET AND EAST OF ANDREWS AVENUE BETWEEN BROWARD BOULEVARD AND FEDERAL HIGHWAY; FINDING THAT REHABILITATION, CONSERVATION, REDEVELOPMENT OR A COMBINATION OF SUCH ACTIVITIES IN SUCH AREA IS NECESSARY IN THE INTEREST OF THE PUBLIC HEALTH, SAFETY, MORALS AND WELFARE OF THE RESIDENTS OF THE CITY OF FORT LAUDERDALE; DECLARING A NEED FOR A COMMUNITY REDEVELOPMENT AGENCY; AND DECLARING THE CITY COMMISSION OF THE CITY OF FORT LAUDERDALE TO BE THE COMMUNITY REDEVELOPMENT AGENCY FOR THE NORTHWEST-PROGRESSO-FLAGLER HEIGHTS COMMUNITY REDEVELOPMENT AREA.

WHEREAS, pursuant to a Special Act of the Florida Legislature adopted in 1961, which Special Act is known as the "Fort Lauderdale Urban Renewal Law" (the "Special Act") and the provisions of Part III of the Community Redevelopment Act of 1969, Florida Statutes, as amended, (sometimes referred to as the "Redevelopment Act"), the City of Fort Lauderdale may be empowered to formulate a workable program for utilizing appropriate private and public resources to eliminate and prevent the development or spread of slum or blighted areas, to encourage needed community rehabilitation and to provide for the redevelopment of slum and blighted areas; and

WHEREAS, pursuant to Resolution No. 89-1132 adopted by the Broward County Commission on April 11, 1989, Broward County delegated to the City Commission of the City of Fort Lauderdale, Florida, the authority to create a Community Redevelopment Agency to operate within the jurisdiction of the City, and the authority to exercise all those powers conferred upon local governments by Part III of the Community Redevelopment Act of 1969, Florida Statutes, as amended, subject to the review and approval of the community redevelopment plan by the Board of County Commissioners of Broward County, Florida within the municipal boundaries of the City of Fort Lauderdale; and

WHEREAS, the City Commission of the City of Fort Lauderdale has created a community redevelopment area known as the Central Beach Community Redevelopment Area ("CBCRA"), and adopted a plan for its redevelopment; and

WHEREAS, pursuant to Resolution Nos. 89-90 and 89-91, adopted on April 18, 1989, the City Commission of the City of Fort Lauderdale, appointed itself to act as the Community Redevelopment Agency for the CBCRA; and

WHEREAS, a new area within the northwest and northeast quadrants of the City of Fort Lauderdale, Florida, has been identified and a study has been undertaken and completed to determine if slum or blight conditions, or both exist within such area, hereinafter referred to as the "Northwest-Progresso-Flagler Heights Community Redevelopment Area" or "NPF Redevelopment Area"; and

WHEREAS, such area qualifies as a "blighted area" as that term is defined in Section 163.340(8), Florida Statutes, to include an area in which there are a substantial number of slum, deteriorated or deteriorating structures and conditions which endanger life or property by fire or other causes or one or more specified factors which substantially impairs or arrests the sound growth of a municipality and is a menace to the public health, safety, morals or welfare in its present condition and use; and

WHEREAS, it is recognized by the City Commission that such finding of the existence of one or more slum or blighted areas within the NPF Redevelopment Area does not necessarily imply that all properties within the area of the finding are slum or blighted, but rather that there is the existence of a substantial number of slum, deteriorated or deteriorating structures within the area, thereby necessitating an overall redesign and plan of the area so that a balanced, integrated plan can be developed for the area; and

WHEREAS, there exist certain properties within the area described in Section 2 below which are not blighted but which are impacted and affected by the existence of slum, deteriorated or deteriorating structures; and

WHEREAS, accordingly, the City Commission desires to declare blighted the NPF Redevelopment Area and wishes to pursue community redevelopment activities in the area described herein pursuant to the provisions of the Special Act and Redevelopment Act; and

WHEREAS, the City Commission has received the recommendations and presentation of its administrative officials;

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

SECTION 1. That the above recitals are true, correct and incorporated into this Resolution by this reference.

SECTION 2. That the City Commission of the City of Fort Lauderdale, Florida, does hereby find, based on the information presented to the City Commission in a public meeting that one or more slum or blighted areas as defined in Part III, Chapter 163, Florida Statutes, exist within the area lying between Sunrise Boulevard on the north, Broward Boulevard on the south, the City corporate limit line on the west, and Federal Highway on the east; except for and less that portion lying south of N.E. 4th Street and east of Andrews Avenue between Broward Boulevard and Federal Highway, legally described and depicted on the Exhibit, attached hereto and incorporated herein (the "Northwest-Progresso-Flagler Heights Community Redevelopment Area").

SECTION 3. That the City Commission of the City of Fort Lauderdale, Florida further finds and determines that rehabilitation, conservation, redevelopment or a combination thereof is necessary in the interest of the public health, safety, morals and welfare of the residents of the City of Fort Lauderdale, Florida.

SECTION 4. That as a result of the finding of the existence of one or more slum or blighted areas in Section 2 hereof and the necessity for rehabilitation, conservation or redevelopment, or combination thereof, in Section 3 hereof, the City Commission does hereby declare the City Commission of the City of Fort Lauderdale, Florida, to be the Community Redevelopment Agency for the NPF Redevelopment Area with all of the rights, powers, duties, privileges and immunities vested in it as provided in Resolution No. 89-90 and Resolution No. 89-91 adopted by the City Commission on April 18, 1989 for the purpose of rehabilitating the NPF Redevelopment Area and eradicating conditions of slum or blight, or both, therein.

SECTION 5. That the City Commission hereby determines that the finding of the NPF Redevelopment Area to be a slum or blighted area is made for the purpose of determining that community redevelopment in such community redevelopment area may be planned and initiated pursuant to Section 163.360(1), Florida Statutes, and that the adoption of the community redevelopment plan and establishment of the boundaries of the community redevelopment area as provided in Section 163.362, Florida Statutes, may include an area that may be reduced in scope from the NPF Redevelopment Area described in this Resolution.

SECTION 6. That the City Clerk is hereby authorized and directed to notify all "taxing authorities", as that term is defined in the Redevelopment Act, of the adoption of this Resolution.

RESOLUTION NO. 95-86 PAGE 4

SECTION 7. That this Resolution shall take effect immediately upon its adoption.

ADOPTED this the 20th day of June, 1995.

Mayor
JIM NAUGLE

ATTEST:

City Clerk
LUCY OLMEZER

95-86

NORTHWEST-PROGRESSO-FLAGLER HEIGHTS COMMUNITY REDEVELOPMENT AREA
LEGAL DESCRIPTION

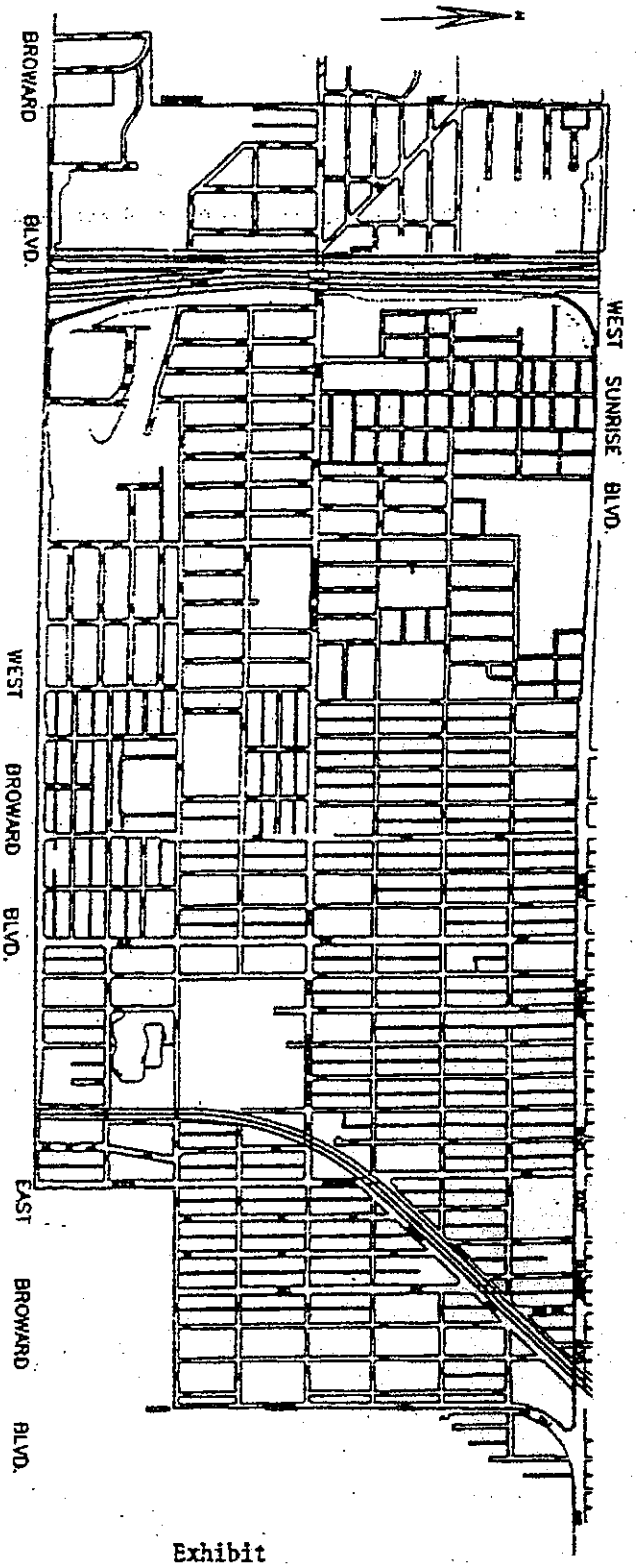
LANDS LYING IN SECTIONS 2, 3, 4 AND 5, TOWNSHIP 50 SOUTH, RANGE 42 EAST, BROWARD COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

ALL OF SAID SECTION 5 LYING EASTERLY OF THE CORPORATE LIMITS OF THE CITY OF FORT LAUDERDALE, AS DESCRIBED IN CHAPTER 65-1540, FLORIDA STATUTES AND IN CITY OF FORT LAUDERDALE ORDINANCE C-75-41; TOGETHER WITH ALL OF SAID SECTIONS 3 AND 4 LYING SOUTH OF THE SOUTH RIGHT OF WAY LINE OF SUNRISE BOULEVARD; TOGETHER WITH ALL OF THAT PORTION OF SAID SECTION 2 LYING WEST OF THE WESTERLY RIGHT OF WAY LINE OF NORTH FEDERAL HIGHWAY AND SOUTH OF THE SOUTH RIGHT OF WAY LINE OF SUNRISE BOULEVARD;

LESS AND EXCEPT:

THAT PORTION OF SAID SECTION 3, BEING BOUNDED ON THE WEST BY THE EAST RIGHT OF WAY LINE OF NORTH ANDREWS AVENUE, ON THE SOUTH BY THE SOUTH LINE OF SAID SECTION 3, ON THE EAST BY THE EAST LINE OF SAID SECTION 3 AND ON THE NORTH BY THE SOUTH RIGHT OF WAY LINE OF NORTHEAST 4TH STREET.

Exhibit
Page 1 of 2



NORTHWEST--PROGRESSO--FLAGLER HEIGHTS
COMMUNITY REDEVELOPMENT AREA

Exhibit
Page 2 of 2

PROJECT # 0138
AREA MAP
NORTHWEST--PROGRESSO--
FLAGLER HEIGHTS

CITY OF FORT LAUDERDALE
ENGINEERING DIVISION
FORT LAUDERDALE, FLORIDA

RESOLUTION NO. 95-170

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT LAUDERDALE, FLORIDA, APPROVING A COMMUNITY REDEVELOPMENT PLAN PURSUANT TO SECTION 163.360, FLORIDA STATUTES, FOR THE COMMUNITY REDEVELOPMENT AREA LYING BETWEEN SUNRISE BOULEVARD ON THE NORTH, BROWARD BOULEVARD ON THE SOUTH, THE CITY CORPORATE LIMIT LINE ON THE WEST AND FEDERAL HIGHWAY ON THE EAST; EXCEPT FOR AND LESS THAT PORTION LYING SOUTH OF N.E. 4TH STREET AND EAST OF ANDREWS AVENUE BETWEEN BROWARD BOULEVARD AND FEDERAL HIGHWAY IN FORT LAUDERDALE, FLORIDA; REAFFIRMING THE FINDING OF THE EXISTENCE OF ONE OR MORE SLUM OR BLIGHTED AREAS IN THE CITY; DEFINING THE COMMUNITY REDEVELOPMENT AREA; MAKING CERTAIN FINDINGS AND DETERMINATIONS; FINDING CONFORMITY TO THE COMPREHENSIVE PLAN; AUTHORIZING AND DIRECTING THE COMMUNITY REDEVELOPMENT AGENCY TO IMPLEMENT THE PLAN; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Part III of the Community Redevelopment Act of 1969, Florida Statutes, as amended (the "Act"), and the Special Act of the Florida Legislature adopted in 1961, which Special Act is known as the "Fort Lauderdale Urban Renewal Law" (the "Special Act"), the City of Fort Lauderdale may be empowered to formulate a workable program for utilizing appropriate private and public resources to eliminate and prevent the spread of slums and urban blight, to encourage needed community rehabilitation and to provide for the redevelopment of slum and blighted areas in accordance with such provisions; and

WHEREAS, pursuant to Resolution No. 89-1132 adopted by the Broward County Commission on April 11, 1989, Broward County delegated to the City Commission of the City of Fort Lauderdale, Florida, the authority to create a Community Redevelopment Agency to operate within the jurisdiction of the City, and the authority to exercise all powers conferred upon local governments by the Community Redevelopment Act of 1969, Florida Statutes, as amended within the municipal boundaries of the City of Fort Lauderdale subject to the review and approval by the Board of County Commissioners of Broward County, Florida, of a community redevelopment plan; and

WHEREAS, pursuant to Resolution No. 95-86 adopted by the City Commission of the City of Fort Lauderdale at its meeting of June 20, 1995, the City declared an area existing within the City as blighted, which area is lying between Sunrise Boulevard on the north, Broward Boulevard on the south, the City corporate limit line on the

west, and Federal Highway on the east, except for and less that portion lying south of N.E. 4th Street and east of Andrews Avenue between Broward Boulevard and Federal Highway, in Fort Lauderdale, Florida (hereinafter referred to as the "Northwest-Progresso-Flagler Heights Community Redevelopment Area" or "NPFCRA"); and

WHEREAS, pursuant to Resolution No. 95-86, the City Commission of the City of Fort Lauderdale, Florida as the Fort Lauderdale Community Redevelopment Agency declared itself to be the Community Redevelopment Agency for the NPFCRA ("Agency") and established and designated the NPFCRA as the area of operation of the Agency; and

WHEREAS, a study of the NPFCRA and a plan for the redevelopment of the NPFCRA in accordance with the Act has been undertaken and completed; and

WHEREAS, the Agency received the proposed community redevelopment plan and submitted it to the Planning and Economic Development Department ("Department"), the local planning agency of the City of Fort Lauderdale under the Local Governmental Comprehensive Planning and Land Development Regulation Act, in accordance with Section 163.360(3), Florida Statutes, and the Department, after reviewing the proposed plan, has determined that the plan is consistent with the City's Comprehensive Plan and returned the proposed community redevelopment plan to the Agency with its recommendations; and

WHEREAS, the Agency considered the proposed redevelopment plan and, at its meeting of November 7, 1995, approved the community redevelopment plan and recommended its adoption by the City Commission of the City of Fort Lauderdale; and

WHEREAS, notice of the City Commission's intention to adopt a resolution adopting the proposed community redevelopment plan has been given to all taxing authorities as provided in Section 163.346, Florida Statutes; and

WHEREAS, a public hearing regarding the proposed community redevelopment plan was duly noticed and held in accordance with Section 163.346, Florida Statutes; and

WHEREAS, all prerequisites under the Act having been accomplished, it is now appropriate and necessary in order to proceed further with the redevelopment of the NPFCRA in accordance with the Act that a community redevelopment plan for the NPFCRA be approved; and

WHEREAS, all prerequisites under the Special Act having been accomplished, the proposed community redevelopment plan may be approved for the NPFCRA in accordance with the Special Act;

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

SECTION 1. That the above recitals are true, correct and incorporated into this Resolution by reference.

SECTION 2. That the finding in its Resolution No. 95-86 adopted on June 20, 1995, that one or more slum or blighted areas, as those terms are defined in Section 163.340, Florida Statutes, exist within the City of Fort Lauderdale is hereby reaffirmed.

SECTION 3. That the area designated in Resolution No. 95-86, finding one or more slum or blighted areas to exist in the City, as described in that resolution, creating the Agency, which area is more particularly described in Exhibit "A" attached hereto, is the Community Redevelopment Area for the purpose of this Resolution and the Community Redevelopment Plan approved hereby.

SECTION 4. That the following findings are hereby made:

(a) There has been prepared a community redevelopment plan for redevelopment of the NPFCRA in accordance with the Act (such plan being hereinafter defined and referred to herein as the "Plan"); and

(b) The Planning and Economic Development Department of the City of Fort Lauderdale, as the local planning agency of the City under the Local Government Comprehensive Planning and Land Development Regulation Act, has reviewed the Plan in accordance with the Act and has found it to be consistent with the comprehensive plan of the City; and

(c) The Agency reviewed and approved the Plan on November 7, 1995 and recommended its approval to the City Commission; and

(d) A notice of public hearing was timely published in a newspaper of general circulation and notice to taxing authorities was timely mailed as provided in Section 163.346, Florida Statutes, and a public hearing has been held as required by Section 163.360(5), Florida Statutes.

SECTION 5. That the Plan satisfies the requirements of Section 163.360(6), Florida Statutes, and it is hereby further found that:

(a) Even though no families are anticipated to be displaced as a result of community redevelopment as proposed in the Plan, a feasible method exists for the location of such families in decent, safe and sanitary dwelling accommodations within their means and without undue hardship to such families; and

(b) The Plan conforms to the general plan of the City as a whole; and

(c) The Plan gives due consideration to the provision of adequate park and recreational areas and facilities that may be desirable for neighborhood improvement; and

(d) The Plan will afford maximum opportunity consistent with the sound needs of the City as a whole, for the rehabilitation or redevelopment of the NPFCRA by private enterprise.

SECTION 6. That the Plan is hereby found to be consistent with and conforms to the provisions of the City's comprehensive plan in effect on the date hereof.

SECTION 7. That it is hereby expressly determined that it is appropriate, proper and timely that a community redevelopment plan be approved at this time so that the provisions of the Act, and other resolutions, ordinances and laws may be utilized to further redevelopment within the NPFCRA. Therefore, the City Commission does hereby approve as the community redevelopment plan for the NPFCRA pursuant to Section 163.360(6), Florida Statutes, the document entitled "Community Redevelopment Plan: Northwest-Progresso-Flagler Heights Area", prepared by the Department of Planning and Economic Development for the City of Fort Lauderdale and approved by the Agency on November 7, 1995, a copy of which is attached hereto as Exhibit "B" and made a part hereof (the "Plan").

SECTION 8. That it is hereby expressly found that the Plan is a sufficient and adequate plan for carrying out community redevelopment in accordance with the Act, and does approve same as the community redevelopment plan for the NPFCRA.

SECTION 9. That immediately upon the date this Resolution takes effect, the Plan is deemed to be in full force and effect for the NPFCRA and the Agency is authorized and directed to carry out

such Plan and exercise those powers granted by the Act, or such other powers as may be granted by law or ordinance, including the solicitation of proposals from persons for the redevelopment of all or any part of the NPFCRA in accordance with the Plan.

SECTION 10. That the Plan has been prepared in accordance with the Special Act and approves the Plan in accordance with the provisions of the Special Act.

SECTION 11. That this resolution shall take effect immediately upon action taken by the Board of County Commissioners of Broward County, Florida as contemplated by Resolution No. 89-1132 adopted by the Broward County Commission on April 11, 1989.

ADOPTED this the 7th day of November, 1995.

Mayor
JIM NAUGLE

ATTEST:

City Clerk
LUCY MASLIAH

95-170

RESOLUTION 95-1084

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF BROWARD COUNTY, FLORIDA, APPROVING THE COMMUNITY REDEVELOPMENT PLAN FOR THE NORTHWEST-PROGRESSO-FLAGLER HEIGHTS COMMUNITY REDEVELOPMENT AREA APPROVED BY THE CITY OF FORT LAUDERDALE, FLORIDA, PURSUANT TO PART III, CHAPTER 163, FLORIDA STATUTES; PROVIDING FOR RATIFICATION OF ACTIONS OF CITY COMMISSION AND COMMUNITY DEVELOPMENT AGENCY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners of Broward County, Florida, (the "Board"), as the governing body of Broward County, a charter county, pursuant to Section 163.410, Florida Statutes adopted Resolution No. 89-1132 on April 11, 1989, delegating to the City Commission of the City of Fort Lauderdale (the "City"), the authority to exercise all powers conferred upon local governments by Part III, Chapter 163, Florida Statutes, as amended, (the "Redevelopment Act") subject to the Board's review and approval of the City's Community Redevelopment Plan; and

WHEREAS, on June 20, 1995, pursuant to Resolution 95-86, the City Commission found that the Northwest-Progresso-Flagler Heights area within the corporate limits of the City was a blighted area, such area being defined as the Northwest-Progresso-Flagler Heights Community Redevelopment Area (the "NPF CRA") and declared itself to be the Community Redevelopment Agency for the NPF CRA; and

WHEREAS, pursuant to resolution duly adopted by the City Commission on November 7, 1995, the City Commission approved a Community Redevelopment Plan for the NPF CRA pursuant to the Redevelopment Act; and

WHEREAS, the Board having reviewed the Community Redevelopment Plan as approved by the City Commission on November 7, 1995, desires to approve said Community Redevelopment Plan, NOW, THEREFORE,

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF BROWARD COUNTY, FLORIDA:

1. That the Board hereby approves the Community Redevelopment Plan for the NPF CRA as approved by the City Commission by

resolution adopted November 7, 1995, which shall be consistent with the Broward County Land Use Plan.

2. That any and all actions heretofore taken by the City Commission or the Community Redevelopment Agency pursuant to and in accordance with the Redevelopment Act and in furtherance of the adoption of the Community Redevelopment Plan for the NPF CRA are hereby ratified and confirmed.

3. That any substantive amendments to the Community Redevelopment Plan for the NPF CRA shall be reviewed and approved by the Board.

4. That this Resolution shall take effect immediately upon its adoption.

ADOPTED this 28th day of November, 1995.

SLC/mp
11/13/95
PROGRESS.Res
#95-008
#95-031
#95-117

STATE OF FLORIDA)
SS
COUNTY OF BROWARD)

I, B. JACK OSTERHOLT, County Administrator, in and for Broward County, Florida, and Ex-Officio Clerk of the Board of County Commissioners of said County, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of Resolution Number 95-1084 as the same appears of record in the minutes of meeting of said Board of County Commissioners held on the 28th day of November 1995.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 1st day of December 1995.

COUNTY COMMISSIONERS CREATED DISTRICT 1915 BROWARD COUNTY, FLORIDA

B. JACK OSTERHOLT
COUNTY ADMINISTRATOR

By Priscilla Young
Deputy Clerk

(S E A L)

NORTHWEST-PROGRESSO-FLAGLER HEIGHTS COMMUNITY REDEVELOPMENT AREA
LEGAL DESCRIPTION

LANDS LYING IN SECTIONS 2, 3, 4 AND 5, TOWNSHIP 50 SOUTH, RANGE 42 EAST, BROWARD COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

ALL OF SAID SECTION 5 LYING EASTERLY OF THE CORPORATE LIMITS OF THE CITY OF FORT LAUDERDALE, AS DESCRIBED IN CHAPTER 65-1540, FLORIDA STATUTES AND IN CITY OF FORT LAUDERDALE ORDINANCE C-75-41; TOGETHER WITH ALL OF SAID SECTIONS 3 AND 4 LYING SOUTH OF THE SOUTH RIGHT OF WAY LINE OF SUNRISE BOULEVARD; TOGETHER WITH ALL OF THAT PORTION OF SAID SECTION 2 LYING WEST OF THE WESTERLY RIGHT OF WAY LINE OF NORTH FEDERAL HIGHWAY AND SOUTH OF THE SOUTH RIGHT OF WAY LINE OF SUNRISE BOULEVARD;

LESS AND EXCEPT:

THAT PORTION OF SAID SECTION 3, BEING BOUNDED ON THE WEST BY THE EAST RIGHT OF WAY LINE OF NORTH ANDREWS AVENUE, ON THE SOUTH BY THE SOUTH LINE OF SAID SECTION 3, ON THE EAST BY THE EAST LINE OF SAID SECTION 3 AND ON THE NORTH BY THE SOUTH RIGHT OF WAY LINE OF NORTHEAST 4TH STREET.

Exhibit
Page 1 of 2

NORTHWEST-PROGRESSO-FLAGLER HEIGHTS
COMMUNITY REDEVELOPMENT AREA

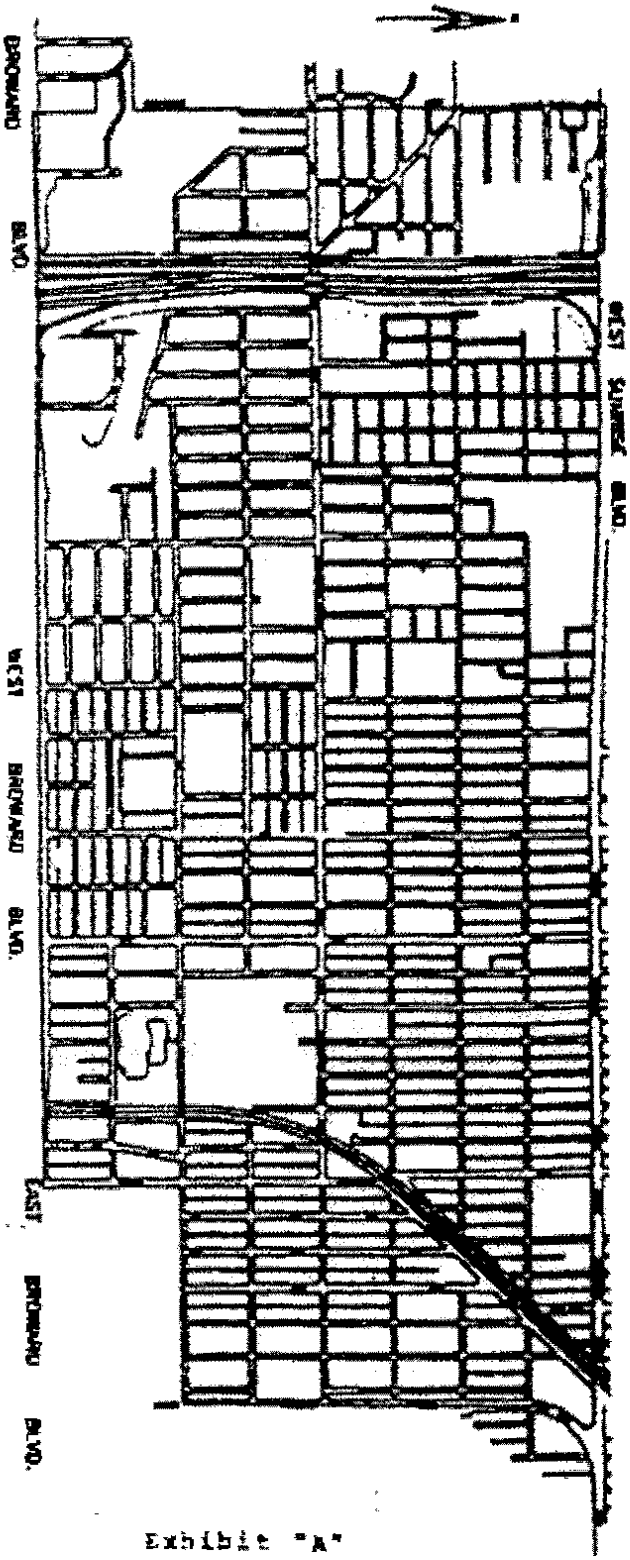


Exhibit "A"
Page 2 of 2

PROJECT # 0136
AREA MAP
NORTHWEST-PROGRESSO-FLAGLER HEIGHTS

CITY OF FORT LAUDERDALE
ENGINEERING DIVISION

ORDINANCE NO. C-95-67

AN ORDINANCE ESTABLISHING AND PROVIDING FOR THE FUNDING OF A REDEVELOPMENT TRUST FUND PURSUANT TO SECTION 163.387, FLORIDA STATUTES, TO FINANCE OR REFINANCE COMMUNITY REDEVELOPMENT WITHIN THE NORTHWEST-PROGRESSO-FLAGLER HEIGHTS COMMUNITY REDEVELOPMENT AREA LYING BETWEEN SUNRISE BOULEVARD ON THE NORTH, BROWARD BOULEVARD ON THE SOUTH, THE CITY CORPORATE LIMIT LINE ON THE WEST AND FEDERAL HIGHWAY ON THE EAST; EXCEPT FOR AND LESS THAT PORTION LYING SOUTH OF N.E. 4TH STREET AND EAST OF ANDREWS AVENUE BETWEEN BROWARD BOULEVARD AND FEDERAL HIGHWAY IN THE CITY OF FORT LAUDERDALE, FLORIDA; PROVIDING FOR ADMINISTRATION OF THE REDEVELOPMENT TRUST FUND; DETERMINING THE TAX INCREMENT TO BE DEPOSITED IN THE REDEVELOPMENT TRUST FUND; ESTABLISHING THE BASE YEAR FOR DETERMINING ASSESSED VALUES OF PROPERTY IN THE COMMUNITY REDEVELOPMENT AREA FOR TAX INCREMENT PURPOSES; PROVIDING FOR THE ANNUAL APPROPRIATION OF THE TAX INCREMENT BY ALL TAXING AUTHORITIES IN THE COMMUNITY REDEVELOPMENT AREA; APPOINTING THE GOVERNING BODY OF THE COMMUNITY REDEVELOPMENT AGENCY AS THE TRUSTEE OF THE REDEVELOPMENT TRUST FUND; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Part III of the Community Redevelopment Act of 1969, Florida Statutes, as amended (the "Act"), the City of Fort Lauderdale may be empowered to formulate a workable program for utilizing appropriate private and public resources to eliminate and prevent the spread of slum and urban blight, to encourage needed community rehabilitation and to provide for the redevelopment of slum and blighted areas in accordance with such provisions; and

WHEREAS, pursuant to Resolution No. 89-1132 adopted by the Broward County Commission on April 11, 1989, Broward County delegated to the City Commission of the City of Fort Lauderdale, Florida, the authority to create a Community Redevelopment Agency to operate within the jurisdiction of the City, and the authority to exercise all powers conferred upon local governments by the Act subject to the review and approval of a Community Redevelopment Plan by the Board of County Commissioners of Broward County, Florida, within the municipal boundaries of the City of Fort Lauderdale; and

WHEREAS, pursuant to Resolution No. 95-86 adopted by the City Commission of the City of Fort Lauderdale at its meeting of June 20, 1995, the City declared an area existing within the City as blighted, which area is lying between Sunrise Boulevard on the north, Broward Boulevard on the south, the City corporate limit line on the

west, and Federal Highway on the east; except for and less that portion lying south of N.E. 4th Street and east of Andrews Avenue between Broward Boulevard and Federal Highway (hereinafter referred to as the "Northwest-Progresso-Flagler Heights Community Redevelopment Area" or "NPFCRA"); and

WHEREAS, pursuant to Resolution No. 95-86, the City Commission of the City of Fort Lauderdale, Florida as the Fort Lauderdale Community Redevelopment Agency declared itself to be the Community Redevelopment Agency ("Agency") for the NPFCRA; and

WHEREAS, pursuant to Resolution No. 95-170, adopted on November 7, 1995, the City Commission of the City of Fort Lauderdale approved a Community Redevelopment Plan ("Plan") for the NPFCRA; and

WHEREAS, in order to plan and implement community redevelopment within the NPFCRA it is necessary that a redevelopment trust fund ("Trust Fund") be established and created for said area as provided in the Act; and

WHEREAS, notice of the intended creation of a Trust Fund has been given to all taxing authorities in accordance with the Act;

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

SECTION 1. That the above recitals are true, correct and incorporated into this Ordinance by this reference.

SECTION 2. That there is hereby established and created in accordance with the provisions of the Act, a redevelopment trust fund for the NPFCRA, which trust fund shall be utilized and expended for the purposes of and in accordance with the Plan, including any amendments or modifications thereto approved by the City Commission including any community redevelopment under the Plan.

SECTION 3. That the monies to be allocated to and deposited into the Trust Fund shall be used to finance community redevelopment within the NPFCRA, which shall be appropriated by the Agency. The Agency shall utilize the funds and revenues paid into and earned by the Trust Fund for community redevelopment purposes as provided in the Plan and as permitted by law. The Trust Fund shall exist for the duration of the community redevelopment undertaken by the Agency pursuant to the Plan to the extent permitted by the Act. Monies shall be held in the Trust Fund by the City for and on behalf of the Agency, and disbursed from the Trust Fund as provided by the Act, this Ordinance or by the Agency.

SECTION 4. That there shall be paid into the Fund each year by each taxing authority levying ad valorem taxes within the NPFCRA, a sum equal to ninety-five percent (95%) of the incremental increase in ad valorem taxes levied each year by that taxing authority, as calculated in accordance with Section 6 of this Ordinance and the Act, based on the base tax year established in Section 5 of this Ordinance (such annual sum being hereinafter referred to as the "tax increment").

SECTION 5. That the most recently approved tax roll prior to the effective date of this Ordinance used in connection with the taxation of real property in the NPFCRA as provided for in Section 163.387, Florida Statutes, shall be the interim ad valorem tax roll of Broward County, Florida, filed by the Property Appraiser of Broward County, Florida, with the State Department of Revenue on or before July 1, 1995, pursuant to Section 193.1142, Florida Statutes, reflecting valuation of real property for purposes of ad valorem taxation as of January 1, 1995 (the "base year value"), and all deposits into the Trust Fund shall be the amount of tax increment calculated as provided in Section 6 herein based upon increases in valuation of taxable real property from the base year value.

SECTION 6. That the tax increment shall be determined and appropriated annually by each taxing authority as provided in the Act, and shall be an amount equal to ninety-five percent (95%) of the difference between:

(a) The amount of ad valorem taxes levied each year by each taxing authority on taxable real property contained within the geographic boundaries of the NPFCRA; and

(b) The amount of ad valorem taxes which would have been produced by the rate upon which the tax is levied each year by or for each taxing authority upon the total of the assessed value of the taxable real property in the NPFCRA as shown on the assessment roll used in connection with the taxation of such property by each taxing authority prior to the effective date of this Ordinance.

SECTION 7. That pursuant to Section 163.387(2), Florida Statutes, each taxing authority shall annually appropriate and pay by January 1 of each year a sum which is no less that the tax increment as defined and determined as provided in the Act and Section 6 of this Ordinance. The obligation of each taxing authority to annually appropriate the tax increment for deposit in the Trust Fund shall commence on the effective date of this Ordinance and continue to an extent permitted by the Act until all loans, advances and

indebtedness, if any, and interest thereon, incurred by the Agency as a result of community redevelopment in the NPFCRA have been paid.

SECTION 8. That the Trust Fund shall be established and maintained as a separate trust fund by the Agency pursuant to the Act and this Ordinance, and other directives of the governing body of the Agency as the trustee of the Trust Fund as may be adopted from time to time, whereby the Trust Fund may be promptly and effectively administered and utilized by the Agency expeditiously and without undue delay for its statutory purpose pursuant to the Plan. The Agency may authorize and direct the City to establish and administer the Trust Fund on behalf of the Agency in accordance with this Ordinance and the Act.

SECTION 9. That the obligation of the City Commission of the City of Fort Lauderdale to fund the Trust Fund annually shall continue until all loans, advances, and indebtedness, if any and interest thereon, of the Agency incurred as a result of community redevelopment have been paid, but only to the extent that the tax increment described in Section 5 of this Ordinance accrues. The obligation of the City Commission to fund the Trust Fund shall not be construed to make the City a guarantor of the obligations of other taxing authorities under this Ordinance or the Act nor shall it be construed to require the exercise of the taxing power of the City or the payment to the Trust Fund from any other funds of the City except the incremental revenue provided for in Section 5.

SECTION 10. That it may, in its discretion, authorize the deposit of such other legally available funds into the Trust Fund as may be described by resolution adopted on or after the effective date of this Ordinance.

SECTION 11. That the governing body of the Agency shall be the trustee of the Trust Fund and shall be responsible for the receipt, custody, disbursement, accountability, management, investments, and property application of all monies paid into the Fund.

SECTION 12. That the funds of the Trust Fund shall be utilized in accordance with the provisions of the Act, this Ordinance and the Community Redevelopment Plan for the NPFCRA as approved by the City Commission of the City of Fort Lauderdale as the same may be amended.

SECTION 13. That the terms contained in this Ordinance shall have the meanings as set forth in the Act.

SECTION 14. That if any clause, section or other part of this Ordinance shall be held invalid or unconstitutional by any court of competent jurisdiction, the remainder of this Ordinance shall not be affected thereby, but shall remain in full force and effect.

SECTION 15. That all ordinances or parts of ordinances in conflict herewith, be and the same are hereby repealed.

SECTION 16. That this Ordinance shall be in full force and effect immediately upon and after its final passage.

PASSED FIRST READING this the 21st day of November, 1995.
PASSED SECOND READING this the 5th day of December, 1995.

Mayor
JIM NAUGLE

ATTEST:

City Clerk
LUCY MASLIAH

copy of the record of the City of Fort Lauderdale, Florida.

WITNESSETH my hand and official seal of the City of Fort Lauderdale, Florida, this the 21st day of JUNE, 2001

City Clerk

RESOLUTION NO. 01-86

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT LAUDERDALE, FLORIDA, RELATING TO COMMUNITY REDEVELOPMENT; MAKING FINDINGS; ADOPTING AN AMENDED COMMUNITY REDEVELOPMENT PLAN FOR THE NORTHWEST-PROGRESSO-FLAGLER HEIGHTS COMMUNITY REDEVELOPMENT AREA; AUTHORIZING IMPLEMENTATION OF THE PLAN; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission adopted Resolution 95-86 on June 2, 1995, finding the existence of blight conditions in that area of the City of Fort Lauderdale, known as the Northwest-Progresso-Flagler Heights Community Redevelopment Area, as more particularly described in that resolution, (such area being referred to herein as the "Community Redevelopment Area") and declared the City Commission to be the Community Redevelopment Agency ("CRA") for that area; and

WHEREAS, by adoption of Resolution 95-170, the Northwest Progresso Flagler Heights Redevelopment Area Plan was approved by the City Commission on November 7, 1995 (the "1995 Plan"); and

WHEREAS, by adoption of Resolution 95-1084 on November 26, 1995, the Broward County Board of County Commissioners approved the 1995 Plan; and

WHEREAS, an updated and amended version of the 1995 Plan (the "Plan Update") as contemplated by Part III, Chapter 163, Florida Statutes (1999), has been prepared which updates the 1995 Plan and addresses the redevelopment needs in the Community Redevelopment Area; and

WHEREAS, on April 18, 2001, the City's Planning & Zoning Board, as the City's Local Planning Agency for purposes of the Local Government Comprehensive Planning and Land Development Regulation Act, determined the Plan Update is in conformity with the City's comprehensive plan for the City as a whole, and recommended the Community Redevelopment Agency and the City Commission approve the Plan Update; and

WHEREAS, the Community Redevelopment Agency on February 13, 2001, approved the Plan Update and recommended it to the City Commission; and

WHEREAS, a copy of the Plan Update was submitted by the Community Redevelopment Agency to the City Commission, as the governing body of City of Fort Lauderdale, Florida, and to Broward County, as taxing authorities which levy ad valorem taxes on taxable real property contained within the geographic boundaries of the Community Redevelopment Area; and

WHEREAS, the notices required by Section 163.346, Florida Statutes (2000), have been published and mailed as required therein, and a public hearing regarding the Plan was held by the City Commission;

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

SECTION 1. Incorporating Recitals. The City Commission finds, declares and determines that the matters set forth in the foregoing recitals are true and correct and are incorporated herein as a part of this resolution.

SECTION 2. Finding of Conformance with Comprehensive Plan. The City Commission hereby finds, determines and declares that the Plan Update for the Community Redevelopment Area marked Exhibit "A" and on file with the City Clerk conforms to the general comprehensive plan of City of Fort Lauderdale as a whole.

SECTION 3. Finding of Adequacy of Recreational Facilities. The City Commission hereby finds, determines and declares that the Plan Update gives due consideration to the provision of adequate park and recreational areas and facilities that are desirable for neighborhood improvement, with special consideration for the health, safety, and welfare of children residing in the general vicinity of the Community Redevelopment Area.

SECTION 4. Finding of Relocation. The City Commission finds that to the extent any relocation of families may be necessary a feasible method for the relocation of families who will be displaced from the Community Redevelopment Area in decent, safe, and sanitary dwelling accommodations within their means and without undue hardship to such families is provided in the Plan Update.

SECTION 5. Finding of Maximum Opportunity. The City Commission hereby finds that although the Plan Update contemplates that most improvements will be undertaken by the City or the CRA, the Plan Update will afford maximum opportunity, consistent with the sound needs of the City as a whole, for the rehabilitation or redevelopment of the Community Redevelopment Area by private enterprise to the extent contemplated by the Plan Update.

SECTION 6. Adoption of Community Redevelopment Plan. The City Commission does hereby adopt the Plan Update as the amended and updated community redevelopment plan for the Community Redevelopment Area and authorizes and directs the Community Redevelopment Agency to proceed with the implementation of the Plan Update.

SECTION 7. Technical Corrections. The City Commission does hereby authorize appropriate City and CRA officials to make such technical, conforming, and correcting changes to the Plan Update from time to time as may be identified that do not affect the substance of the plan's goals, objectives, and actions.

SECTION 8. Effective Date. This Resolution shall take effect immediately upon approval by the City Commission.

ADOPTED this the 15th day of May, 2001.

Mayor

JIM NAUGLE

ATTEST:

City Clerk
LUCY MASLIAH

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RESOLUTION NO. 02-183

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT LAUDERDALE, FLORIDA, RELATING TO COMMUNITY REDEVELOPMENT; MAKING FINDINGS; ADOPTING AN AMENDMENT TO THE NORTHWEST PROGRESSO-FLAGLER HEIGHTS ("NPF") COMMUNITY REDEVELOPMENT PLAN TO INCLUDE THE EXPANDED AREA IN THE NPF COMMUNITY REDEVELOPMENT AREA DESCRIBED IN RESOLUTION 01-87; AUTHORIZING IMPLEMENTATION OF THE PLAN AS AMENDED AND AUTHORIZING TRANSMITTAL TO BROWARD COUNTY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission adopted Resolution 95-86 on June 2, 1995, finding the existence of blight conditions in that area of the City of Fort Lauderdale, known as the Northwest-Progresso-Flagler Heights Community Redevelopment Area, as more particularly described in that resolution, (such area being referred to herein as the "Community Redevelopment Area") and declared the City Commission of the City of Fort Lauderdale (the "City Commission") to be the Community Redevelopment Agency ("CRA") for that area; and

WHEREAS, by adoption of Resolution 95-170, the Northwest Progresso Flagler Heights Redevelopment Area Plan was approved by the City Commission on November 7, 1995 (the "1995 Plan"); and

WHEREAS, by adoption of Resolution 95-1084 on November 26, 1995, the Broward County Board of County Commissioners ("County Commission") approved the 1995 Plan; and

WHEREAS, by adoption of Resolution No. 01-86 on May 15, 2001, an amendment to the Northwest Progresso Flagler Heights Redevelopment Area Plan was approved by the City Commission; and

WHEREAS, by adoption of Resolution No. 01-87 adopted by the City Commission of the City of Fort Lauderdale at its meeting of May 15, 2001, the City Commission found the existence of one or more blighted areas within an area of the City and determined it to be a community redevelopment area; such area being referred to as the "Expanded Area") and added it to the Community Redevelopment Area; and

WHEREAS, an amended version of the 1995 Plan (the "Amended Plan") has been prepared which addresses the redevelopment needs in the Expanded Area; and

WHEREAS, on October 16, 2002, the Planning & Zoning Board of the City of Fort Lauderdale, as the City's local planning agency for purposes of the Local Government Comprehensive Planning and Land Development Regulation Act (codified as Part II, Chapter 163, Florida Statutes (2002), determined the Amended Plan is in conformity with the City's comprehensive plan for the City as a whole, and recommended the CRA and the City Commission approve the Amended Plan; and

WHEREAS, the CRA on November 5, 2002, approved the Amended Plan and recommended its adoption to the City Commission; and

WHEREAS, a copy of the Amended Plan was submitted by the CRA to the City Commission, to Broward County, and the North Broward Hospital District and such other taxing authorities which levy ad valorem taxes on taxable real property contained within the geographic boundaries of the Community Redevelopment Area; and

WHEREAS, the notices required by Section 163.346, Florida Statutes (2000), have been published and mailed as required therein, and a public hearing regarding the Amended Plan was held by the City Commission;

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

SECTION 1. Incorporating Recitals. The City Commission finds, declares and determines that the matters set forth in the foregoing recitals are true and correct and are incorporated herein as a part of this Resolution.

SECTION 2. Finding of Conformance with Comprehensive Plan. The City Commission hereby finds, determines and declares that the Amended Plan for the Expanded Area marked Exhibit "A" and on file with the City Clerk conforms to the general comprehensive plan of City of Fort Lauderdale as a whole.

SECTION 3. Finding of Adequacy of Recreational Facilities. The City Commission hereby finds, determines and declares that the Amended Plan gives due consideration to the provision of adequate park and recreational areas and facilities that are desirable for neighborhood improvement, with special consideration for the health, safety, and welfare of children residing in the general vicinity of the Community Redevelopment Area.

SECTION 4. Finding of Relocation. The City Commission finds that to the extent any relocation of families may be necessary a feasible method for the relocation of families who will be displaced from the Community Redevelopment Area in decent, safe, and sanitary dwelling accommodations within their means and without undue hardship to such families is provided in the Amended Plan.

SECTION 5. Finding of Maximum Opportunity. The City Commission hereby finds that although the Amended Plan contemplates that most improvements will be undertaken by the City or the CRA, the Amended Plan will afford maximum opportunity, consistent with the sound needs of the City as a whole, for the rehabilitation or redevelopment of the Expanded Area by private enterprise to the extent contemplated by the Amended Plan.

SECTION 6. Adoption of Amended Plan. The City Commission does hereby adopt the Amended Plan as the amended and updated community redevelopment plan for the Community Redevelopment Area including the Expanded Area and authorizes and directs the Community Redevelopment Agency to proceed with the implementation of the Amended Plan.

SECTION 7. Technical Corrections. The City Commission does hereby authorize appropriate City and CRA officials to make such technical, conforming, and correcting changes to the Amended Plan from time to time as may be identified that do not affect the substance of the plan's goals, objectives, and actions.

SECTION 8. Effective Date. That the Amended Plan shall be effective on the date that the Board of County Commissioners of Broward County approves the Amended Plan.

ADOPTED this the 5th day of November, 2002.

Mayor
JIM NAUGLE

ATTEST:

City Clerk
LUCY KISELA

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RESOLUTION NO. 2002-139

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF BROWARD COUNTY, FLORIDA, APPROVING THE FINDING OF NECESSITY REPORT ADOPTED BY THE CITY OF FORT LAUDERDALE ON JULY 10, 2001, WITH RESPECT TO THE EXPANSION OF THE WESTERN BOUNDARY KNOWN AS THE "KONOVER" PARCEL, OF THE FORT LAUDERDALE NORTHWEST-PROGRESSO-FLAGLER HEIGHTS REDEVELOPMENT AREA (THE "CRA"), SUBJECT TO THE CITY DOCUMENTING THE CONDITIONS OF THE EXPANDED AREA TO MEET THE STATUTORY DEFINITIONS OF EITHER "SLUM" OR "BLIGHT," AN AMENDED DELEGATION FROM BROWARD COUNTY TO INCLUDE THE EXPANDED AREA, APPROVAL BY BROWARD COUNTY OF AN AMENDMENT OF THE CITY'S COMMUNITY REDEVELOPMENT PLAN PURSUANT TO PART III, CHAPTER 163, FLORIDA STATUTES, THE COMMUNITY REDEVELOPMENT ACT OF 1969, AS AMENDED, BROWARD COUNTY RETAINING THE POWER TO AUTHORIZE THE COLLECTION OF ADDITIONAL TAX INCREMENT FROM THE EXPANDED AREA UNTIL SUCH TIME AS BROWARD COUNTY APPROVES THE AMENDED PLAN, THE ENTERING INTO OF AN INTERLOCAL COOPERATION AGREEMENT BY AND BETWEEN BROWARD COUNTY, THE CITY OF FORT LAUDERDALE AND THE CRA, TO ENSURE PARTNERSHIP IN THE PROPOSED REDEVELOPMENT AREA, AND SUBJECT TO ALL NECESSARY POLICIES AND CRITERIA ADOPTED BY BROWARD COUNTY TO BE FOLLOWED IN CONSIDERING CHANGES TO REDEVELOPMENT AREA BOUNDARIES OF THE CRA; IN FURTHERANCE OF THE APPROVAL OF THE FINDING OF NECESSITY REPORT, DELEGATING AND CONFERRING UPON THE CITY OF FORT LAUDERDALE, FLORIDA, THE POWERS TO EXPAND THE WESTERN BOUNDARY OF ITS CRA AND TO AMEND ITS PLAN; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on June 20, 1995, the City of Fort Lauderdale, Florida (the "City"), duly adopted Resolution No. 95-86, which found that the Fort Lauderdale Northwest-Progresso-Flagler Heights area within the City was a slum and blighted area, such area being defined as the Northwest-Progresso-Flagler Heights Community Redevelopment Area (the "Redevelopment Area"), and more fully described in the maps in the findings of necessity annexed hereto and made a part hereof as Exhibit "C," and further, which Resolution declared the City Commission to be the CRA itself; and

WHEREAS, on November 28, 1995, the Board of County Commissioners of Broward County, Florida (the "County") duly approved the community redevelopment plan (the "Plan") for the Redevelopment Area; and

WHEREAS, the Redevelopment Area included property previously owned by Konover, located at 2201-2253 West Broward Boulevard, which property, on February 2, 1999, including a parcel located outside of the City limits and outside of the Redevelopment Area, was acquired by the City of Fort Lauderdale for the purpose of assembling property that could be made available to private persons for redevelopment; and

WHEREAS, by ordinance of the City, on December 12, 2000, the parcel constituting the part of the Konover property not previously in the corporate limits of the City, was annexed into the City, the legal description of which parcel is attached hereto and made a part hereof as Exhibit "C"; and

WHEREAS, on July 10, 2001, the City adopted Resolution No. 01-121, which approved its CRA's Slum and Blight study and the geographic redevelopment boundaries of the Redevelopment Area for the western boundary ("Konover" parcel) expansion area; and

WHEREAS, the City has submitted its Finding of Necessity Report, adopted by the City on July 10, 2001, which Report seeks to allow the City to expand the western boundary ("Konover" Parcel) of the CRA; and

WHEREAS, the expansion of the western boundary of the CRA is subject to County approval; the City documenting the conditions of the expanded area to meet the statutory definitions of either "slum area" or "blighted area"; an amended delegation from the County to include the expanded area; the approval by the County of an amendment to the Plan,

pursuant to Part III, Chapter 163, Florida Statutes, the Community Redevelopment Act of 1969, as amended; and further, the County retaining the power to authorize the collection of additional tax increment from the expanded area until such time as the County approves the City's amended Plan; and

WHEREAS, the expansion of the western boundary of the CRA is further subject to the entering into of an interlocal cooperation agreement by and between the County, the City, and the CRA, to ensure County-City and CRA partnership in the redevelopment of the Redevelopment Area, including the expansion and in furtherance of the Plan, as amended and further, subject to all necessary policies and criteria adopted by the County to be followed in considering changes to redevelopment area boundaries of CRAs.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF BROWARD COUNTY, FLORIDA:

Section 1. The Board of County Commissioners of Broward County has reviewed the Finding of Necessity Report by the City of Fort Lauderdale, adopted by the City on July 10, 2001, which seeks to expand the western boundary ("Konover" parcel) of the area known as the Fort Lauderdale Northwest-Progresso-Flagler Heights Community Redevelopment Area, and hereby approves the Finding of Necessity, subject to the City documenting the conditions of the expanded area to meet the statutory definitions of either "slum area" or "blighted area"; an amended delegation from the County to include the expanded area and the approval and review by the County of the amendment to the Plan to reflect the change in boundaries, pursuant to Part III, Chapter 163, Florida Statutes, the Community Redevelopment Act of 1969, as amended.

Section 2. The Board of County Commissioners of Broward County hereby further approves the Finding of Necessity Report by the City of Fort Lauderdale which seeks to expand the western boundary ("Konover" parcel) of the area known as the Fort Lauderdale Northwest-Progresso-Flagler Heights Community Redevelopment Area, subject to the County retaining the powers to authorize collection of additional tax increment from the expanded area until the approval by Broward County of the amended Plan.

Section 3. That in furtherance of the approval of the Finding of Necessity Report by the City of Fort Lauderdale which seeks to expand the western boundary ("Konover" parcel) of the area known as the Fort Lauderdale Northwest-Progresso-Flagler Heights Community Redevelopment Area and subject to the necessary policies and criteria adopted by the County and the pursuant to Part III, Chapter 163, Florida Statutes, the Community Redevelopment Act of 1969, as amended, the Board of County Commissioners of Broward County, Florida, hereby delegates and confers upon the City of Fort Lauderdale, Florida, the authority to expand the western boundary and to amend its Plan to include the expansion.

Section 4. That in furtherance of the policy established by the County in Resolution No. 2001-754, the City and County will enter into an interlocal cooperation agreement outlining issues in connection with the proposed CRA's obligations and responsibilities to each taxing authority.

Section 5. That in furtherance of the approval by the Board of County Commissioners of the Finding of Necessity Report by the City of Fort Lauderdale which seeks to expand the western boundary ("Konover" parcel) of the area known as the Fort Lauderdale Northwest-Progresso-Flagler Heights Community Redevelopment Plan, and in furtherance of the interlocal cooperation agreement that the City and County have agreed

to enter into, if at the end of five (5) years from the effective date of the interlocal cooperation agreement, the City has not pulled a building permit for the redevelopment of the Konover parcel, the County's approvals herein with respect to the Konover parcel would be rescinded, and the Konover parcel will revert back to the current boundaries of the existing Broward County CRA.

Section 6. That this Resolution shall take effect immediately upon its adoption.

Section 7. EFFECTIVE DATE.

This Resolution shall become effective upon its adoption.

ADOPTED this 5th of March, 2002.

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CITY OF FORT LAUDERDALE
City Commission Agenda Memo #13-1009
REGULAR MEETING

TO: Honorable Mayor & Members of the Fort Lauderdale City Commission

FROM: Lee Feldman, ICMA-CM, City Manager

DATE: August 20, 2013

TITLE: Public Hearing to Consider the Adoption of a Resolution Approving an Amendment to the Northwest–Progresso-Flagler Heights Community Redevelopment Plan

Recommendation

It is recommended that the City Commission hold a Public Hearing to amend the Northwest–Progresso-Flagler Heights Community Redevelopment Plan to include three new improvement projects and activities consisting of a Community Policing Innovation Program, a Wireless Security Camera System, and a Public Wi-Fi System. Following the Public Hearing it is recommended that the City Commission adopt a Resolution approving the Plan amendment and authorize that the amendment is sent to the Broward County Commission for consideration.

The Public Hearing was originally advertised for July 2, 2013 but was rescheduled to August 20, 2013 to meet all notice requirements under Section 163.361.

Background

The redevelopment plan for the Northwest–Progresso-Flagler Heights Community Redevelopment Area (NPF CRA) was created in 1995 and amended in 2001. The original plan and the subsequent amendment created a workable development program that identified certain projects and initiatives that could be implemented within a 30-year span. This workable program identified various community redevelopment programs and strategies forming the essential physical improvement and project plans for the NPF CRA. This includes Neighborhood Housing Improvement Programs, Neighborhood Infrastructure Improvement Programs, Sistrunk Corridor Improvement Programs, Northwest Commercial Revitalization Improvement Programs, Flagler Village RAC Area improvement Programs and Targeted Project Areas.

These programs and projects provide upgrades to infrastructure to improve the quality of life in the neighborhood area of the NPF CRA and provide improvements to the business

and commercial sectors of the NPF CRA that will provide infrastructure support and improved environmental conditions needed to foster thriving small business and compatible commerce in the NPF CRA. Under Section 5 of the Community Redevelopment Plan it states that "Other projects and activities may be identified after public consultation in conjunction with the annual budget preparation process of the CRA and the City."

Procedurally, amending the CRA redevelopment plan consists of three basic steps, as outlined in Section 163.361, Florida Statutes and summarized below:

- Step 1 -The Fort Lauderdale Community Redevelopment Agency shall recommend to the City Commission that the amendment(s) be made to the Redevelopment Plan. (completed June 18, 2013)
- Step 2 -The City Commission shall hold a public hearing on the proposed plan amendment. Mail notice to each taxing authority which levies ad valorem taxes on taxable real property contained within the geographic boundaries of the redevelopment area must be provided at least 15 days before the public hearing, and newspaper notice in a publication having a general circulation in the area of operation of the agency, shall be provided at least 10 days before the public hearing. (anticipated August 2013)
- Step 3 -The redevelopment plan amendment must be reviewed and approved by Broward County. (anticipated September 2013)

Proposed Plan Amendments

The amendment consists of three new projects proposed to be included in the Community Redevelopment Plan:

Community Policing Innovation Program: The Fort Lauderdale Police Department has stepped up enforcement efforts within the district since the completion of the NE 6th Street/Sistrunk streetscape enhancement project. It is recommended that these community policing strategies continue as long as NPF CRA funds are available and until sunset of the trust fund in 2025. Some of the activities that are being supported under this initiative include opening a police substation for enhanced security in the heart of the Midtown Business District.

Wireless Surveillance Camera System: Community Policing Innovation strategies will be further enhanced by the installation of a Wireless Surveillance Camera System that utilizes the latest technology to aid crime prevention activities in the redevelopment district. The surveillance cameras are proposed to be installed on the light poles or private property throughout the redevelopment area.

Public Wi-Fi System: A wireless area local network or Wi-Fi is being proposed to provide a unique public digital amenity which will aid our efforts to promote the redevelopment district as a great place to live and operate a business. A public Wi-Fi system will also provide the opportunity to continuously inform residents and

visitors on a platform like Channel 78. A public Wi-Fi system may also be used as a business recruitment and job creation tool for companies looking to expand and relocate to the NPF CRA district.

Resource Impact:
The estimated one time cost of incorporating these new projects and activities into the redevelopment plan is approximately $378,000 which would be funded through the NPF CRA Redevelopment Trust Fund. The annual expense for Community Policing Innovation strategies are estimated at $20,000, at this time. The annual expense for surveillance cameras and Wi-Fi are yet to be determined. As of June 30, 2013, the NPF CRA has an uncommitted project balance of $2,022,745. Additionally, as of June 30, 2013 the following balances are available in the 2004 NPF CRA Bonds:

- Fund 320 (2004A Tax Increment Revenue Non-Alternative Minimum Tax) - $731,896.33
- Fund 322 (2004B Tax Increment Revenue Alternative Minimum Tax) - $1,129,646.13

The 2004A bond proceeds may be utilized for the surveillance camera and public Wi-Fi if spent prior to September 30, 2013.

Related CAM: 13-0740

Attachments:
Exhibit 1 - Florida Statutes Chapter 163.361
Exhibit 2 - Financial Projection for NPF CRA FY 2014-2025
Exhibit 3 - Original Notice of Public Hearing – July 2, 2013
Exhibit 4 - Amendment to NWP FH Redevelopment Plan
Exhibit 5 - Resolution

Prepared by: Alfred G. Battle, Jr., Economic & Community Reinvestment Manager

Department Director: Greg Brewton, Sustainable Development

Northwest-Progresso-Flagler Heights Community Redevelopment Agency



5-Year Program

October 2013

About the Program

The purpose of developing a 5-year program for the Northwest-Progresso-Flagler Heights Community Redevelopment Area is to create a transparent spending program tied to the objectives of the existing redevelopment plan.



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INTRODUCTION

The Northwest-Progresso-Flagler Heights Community Redevelopment Agency (NPF CRA) was created in 1995 to eliminate slum and blighting conditions in the areas near downtown Fort Lauderdale and northwest Fort Lauderdale. The NPF CRA is a 30-year community redevelopment program set to expire in 2025.



Both the near downtown area and the northwest Fort Lauderdale district have been the focus of a number of studies and planning efforts since the 1960's. A variety of charrettes and workshops have been held to discuss community needs and help create a vision for the area to further refine and guide planning and development. Historical issues that have been identified throughout the entire redevelopment area include:

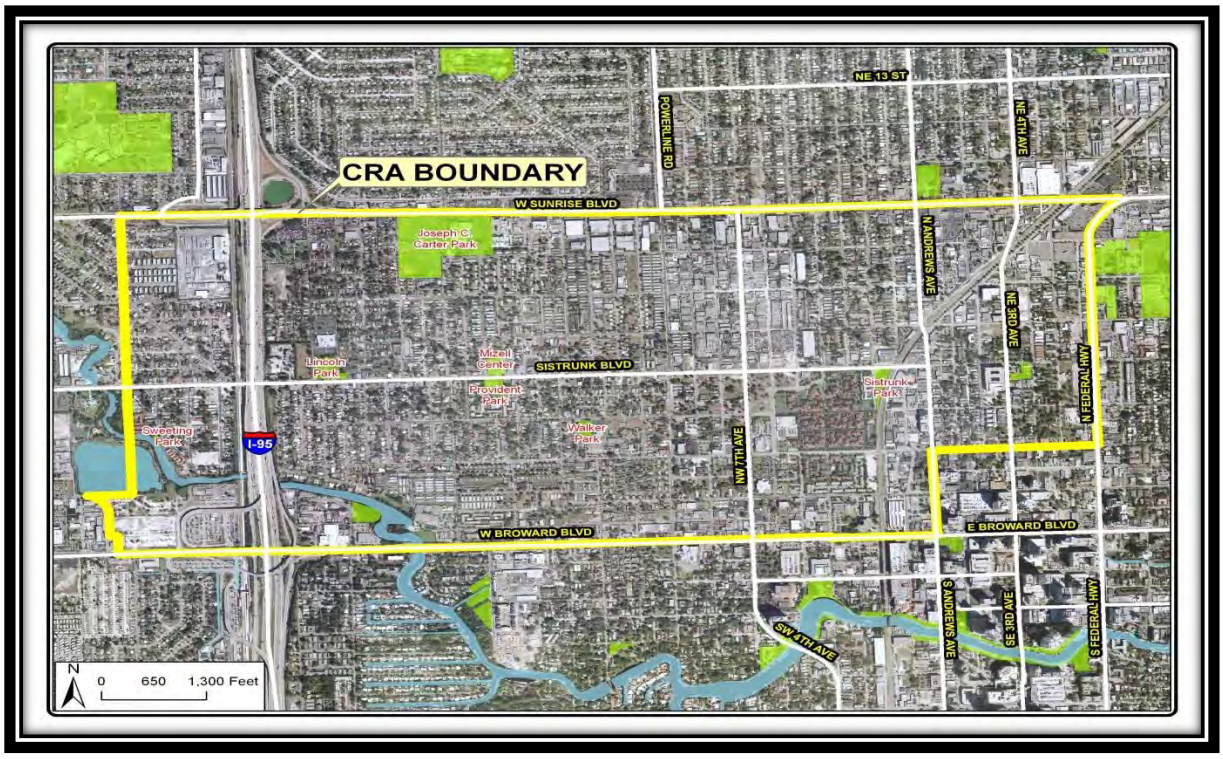
- Unemployment higher than the Broward County average;
- Lack of private capital investment;
- Need for improved development regulations;
- Lack of property maintenance;
- Deferment of maintenance by absentee owners; and
- The need for improved streetscapes



In large part since the NPF CRA was created in 1995, many of the issues identified above are being addressed through active project development or by regulatory enforcement. Several new businesses have opened and existing businesses have expanded and hundreds of new housing units have been constructed or rehabilitated throughout the redevelopment area. However, the benefits of redevelopment have not touched all sectors of the target area and there is still visual evidence of slum and blight that needs to be eradicated.

The development of a 5-year program for the NPF CRA will create a transparent and simple framework to prioritize our efforts and chart a course for success. The NPF CRA 5-Year Program developed outlines a clear vision and mission for the NPF CRA over the next 5-years. The program also includes a set of core strategic objectives and development goals that will maintain priorities and also utilize performance measurement to evaluate our progress.

PROGRAM FRAMEWORK



PROGRAM FRAMEWORK



Consistency with Other City Plans & Initiatives

The five-year plan has been created for the Northwest-Progresso-Flagler Heights Community Redevelopment area (NPF CRA) to provide a long-term sustainable development framework that will have immediate, short-term impacts on the target area and on the lives of the residents who live there._The intent of the NPF CRA Plan is consistent with the recently developed 2035 Vision Plan. The 2035 Vision Plan is an inspirational view of the future and what our community wants to become and is a fusion of the collective values and aspirations that have been expressed by a diverse cross-section of our neighbors. The NPF CRA redevelopment plan is also a key component in the success of the Business Development Cylinder of Excellence. The projects identofied in the five-year prgram are in furtherance of the adopted redrvelopment plan.

Vision Statement



The Northwest-Progresso-Flagler Heights Community Redevelopment area will be identified as a model tax increment funded redevelopment district in Broward County and a public-sector industry leader with regard to the utilization of tax increment resources in Broward County, the State of the Florida and the entire United States.

Strategic Objectives, Goals and Measurements

- Make changes to the Urban Land Development Regulations (ULDR) to eliminate obnoxious uses, make the parking requirements more compatible with development goals and eliminate inconsistencies in the project development review process by creating area-wide design guidelines and standards.
    - *Agency Goal – Create an environment where private and public sector investments in redevelopment projects area of high quality, sustainable and enhance the long-term viability of the area.*
    - *Measure – success related to this goal will be measured based on the business development scorecard initiative focused on making zoning changes to promote new business, develop design guidelines and standards unique for the redevelopment area.*
- Continue to promote home ownership opportunities by utilizing vacant, residential lots for in-fill housing.
    - *Agency Goal – increase the number of newly constructed or renovated housing units by 20%*
    - *Measure – success of this goal will be determined by the number of units constructed or rehabilitated each year*



- Aggressively pursue the redevelopment of all vacant properties at the intersection of Sistrunk Boulevard and NW 7th Avenue for large-scale development.
    - *Agency Goal – To facilitate new development opportunities at all development sites at the intersection of Sistrunk and NW 7th Avenue.*
    - *Measure – success of this goal will be measured based on the business development scorecard initiative focused on identifying and cultivating emerging business interest for specific geographic areas.*
- Target and attract specific businesses, retail users and industries to establish a presence in the redevelopment area and create jobs for area residents.
    - *Agency Goal – Utilize NPF CRA resources to help create a minimum of 20 new jobs in the redevelopment area each year for the next 5 years.*
    - *Measure – success will be determined by the number of new jobs directly created with NPF CRA assistance or a measure tied to the ECR Business Development Program.*



- Strategically redevelop all vacant, underutilized sites to be compatible with the overall vision of the CRA.
    - *Agency Goal – Dispose of 20% of city-owned and CRA-owned properties within the NPF CRA each year.*
    - *Measure – success to be measured by the number of properties disposed of with CRA Board or City Commission approval*
- Invest in development projects that improve the overall quality of life, create job opportunities for area residents, promote sustainability, promote public/private partnerships, and enhance tax increment revenues for redistribution and investment in the redevelopment area.
    - *Agency Goal – Commit up to 60% of annual tax increment revenue to capital and public incentive programs each fiscal year for projects*
    - *Measure – success to be measured by the % of tax increment revenue committed each year on capital projects and incentive programs*



The NPF CRA will monitor and measure a return on these investments by annually observing a variety of economic indexes such as, per capita income, median household income, increases in total taxable value and increases in tax increment revenue.

FUNDING THE PROGRAM



FUNDING THE PROGRAM

5-Year Revenue Projection (FY 2014-2018)

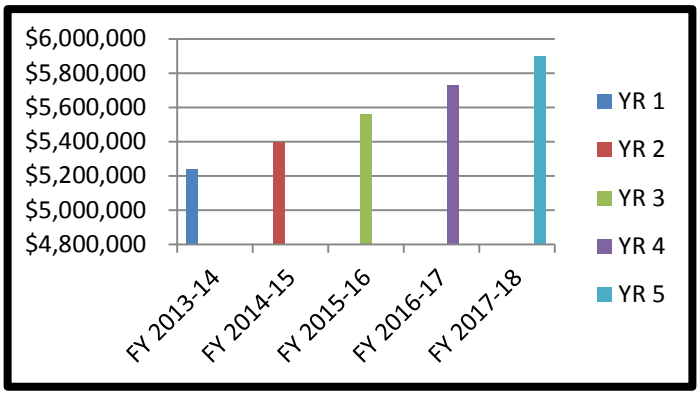
The CRA was created to provide the City of Fort Lauderdale with the ability to use tax increment financing (TIF) to make investments in public infrastructure, such as streetscapes, parks, and parking, to support private development. TIF revenues have been the primary resource of revenue for operations and capital expenses for the NPF CRA. In the early years, the CRA used some funding from the Community Development Block Grant program, but funds from this source have become less available in recent years due to funding cuts at the federal program level.

TIF revenues have been steady for the past few years and careful planning is needed should ensure that reserve funds are available to cover any shortfalls in operating or capital project budgets in future years.



In 2004 the NPF CRA issued bonds in the amount of $17,579,984 have allowed annual revenues to be complemented by providing much needed upfront funding for capital projects in Sweeting Estates, Dorsey Riverbend, Flagler Village and the Midtown Business District. The largest allocation of funding thru was utilized on the infrastructure improvements associated with narrowing Sistrunk Blvd from 4-lanes to 3-lanes. The 2004 Bonds will be retired in September 2013, relieving the NPF CRA of the annual debt service payment associated with this borrowing.

Tax increment revenue based on the June 1 projected FY 2013-14 property values resulted in a revenue estimate of $5,242,800; the next 4 years of tax increment revenues are as follows (revenues increase by 3%). A chart illustrating the TIF growth trend has been provided below.



- FY 2014-15 - $5,400,084
- FY 2025-16 - $5,562,087
- FY 2016-17 - $5,728,949
- FY 2017-18 - $5,900,818

Altogether, the combined the NPF CRA revenue projected over the next five years, minus operating expenses of approximately $2M per annum, is $17,834,678. Based on the 3% annual incremental

increase NPF CRA is projected to generate approximately $89M in tax increment revenue before the agency expires in 2025.

5-Year Spending Plan (FY 2014-2018)

Based on the project balances report development by the Finance Department dated April 2013 the NPF CRA has funding available in unencumbered projects and undesignated tax increment revenue. Additionally, unspent funds are available after the retirement of the 2004A/B Bond funds, remaining CDBG funds from repayment to HUD, and monies recovered as a credit from the streetscape project. When combined with the expected revenues over the next five years, minus operating expenses, the budget for the next five years can be formed around a beginning balance of approximately $25M.

Current Balances		
Unemcumbered TIF Project Balances	$	2,732,787
Unappropriated TIF Trust Fund Balance	$	2,022,745
2004A Bonds (Projects)	$	732,785
2004B Bonds (Acquisitons & Demolitions)	$	1,130,147
CDBG Line of Credit	$	300,000
Sistrunk Project (Change Order & Release of Encumberence)	$	580,000
Available Funds (CIP/Expected Revenue FY 2014 to FY 2018)	$	17,834,678
Beginning Balance	$	25,333,141
Potential/Proposed Projects	Projected Expenditure	
The Pearl (Streetscape Grant) - Approved by CRA Board 8/20/13	$	451,707
NW Gardens II, III & IV (Streetscape Grant)	$	326,730
Henry Square *pending approval* (Street Grant)	$	450,000
Shoppes on Arts Avenue Phase I - Streetscape Grant/Phase II - Utility Line Relocation	$	600,000
Flagler Arts and Technology Village (F.A.T. Village) Streetscape Enhancements	$	600,000
Wireless Surveillance Cameras/Public Wireless Access Point (Wi-Fi) (4yrs of maint)	$	700,000
Carter Park Senior Center	$	2,000,000
Mizell Center Upgrades	$	1,000,000
NW 9th Avenue Enhancement Project	$	1,000,000
NW Neighborhood Enhancement Project (Phases II & III)	$	600,000
Progresso Village Enhancement Project	$	570,000
Wave Contribution	$	500,000
Sistrunk Lighting Upgrade	$	250,000
Sistrunk Enhancement - Phase II (Undergrounding Utilities) NW 7th Ave to Andrews Ave	$	750,000
Flagler Village Monument Sign/Street Sign Matching Funds	$	107,500
Sistrunk Corridor Business Development Initiative	$	7,000,000
Flagler Village Train Station Transit Oriented Development Program	$	7,000,000
Total Potential/Proposed Project Expenditures	$	23,905,937
Unprogrammed	$	1,427,204

The projects listed above are a list of known or anticipated commitments for NPF CRA funding for the near future. Further discussion with the NPF CRA Advisory Board and CRA Board is needed to discuss the allocation of remaining NPF CRA funds and offer a list of additional projects that should be the focus of a 5-year spending plan.

IMPLEMENTING THE PROGRAM








IMPLEMENTING THE PROGRAM



Economic and Community Reinvestment Division Organizational Structure & Benefit

The newly created Economic and Community Reinvestment Division includes the staff experience and expertise in a cross-section of disciplines that will enhance our ability to implement policy initiatives focused on community and economic development. The new division consists of Economic Development, Housing and Community Development and the Fort Lauderdale Community Redevelopment Agency. The 30 administrative and professional staff positions within these existing resources will provide the ability to efficiently delegate major projects and initiatives by assigning a lead project manager and using resources within the Department of Sustainable Development or as a joint effort with another city department. The distinctive legal and unique funding sources associated with each program will remain intact and no co-mingling of funds will occur under this arrangement. The benefit of the new organizational structure will permit a more collaborative internal approach to project management and resource allocation to get projects completed on-time.

Secondly, the management focus of the city with tools such as Clear Point and FLSTAT^2 provide the project management and measurement framework that will be utilized to track progress and dictate accountability.

Capital Projects - $2,282,406

Streetscape Improvement Projects

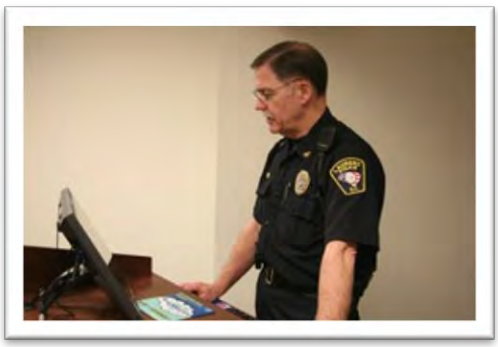
- **The Pearl -** The Morgan Group, a Houston-based developer, proposes developing a seven-story, 330-unit rental building called The Pearl at Flagler Village. The total cost, including land, is $70 million. Occupancy estimates in the summer of 2014. The streetscape improvements include new pedestrian-oriented sidewalks, lighting, landscaping, and on-street parking. The funding request is for $451,707.
- **NW Gardens II & IV -** The Northwest Gardens II (128 units) and IV (128 units) projects are new apartment projects being constructed in the Durrs and Home Beautiful neighborhoods just north of the Sistrunk corridor between NW 10th Terrace, NW 8th Street, NW 7th Street, and NW 14th Avenue. In total, the Northwest Gardens II and IV projects will cause the construction of 266 additional units, consisting of units ranging from 1 to 5 bedrooms, with an overall capital investment of over $57M. After Northwest Gardens II and IV are completed the overall impact of the development partnership between the Housing Authority of Fort Lauderdale and Carlisle Development within the City of Fort Lauderdale

will have resulted in the total reconstruction and renovation of 935 affordable multi-family housing units. The streetscape improvements include new pedestrian-oriented sidewalks, lighting, landscaping, and on-street parking. The funding request is for $326,730.

- **Henry Square -** The Related Group, an award winning company well known in South Florida and Fort Lauderdale is constructing its Flagler Village footprint on 5.3 acres just north of The Pearl. The project will be constructed with a six-story concrete building wrapping a six-story concrete parking garage. The project will have nine unit types, which includes 30 studios, 105 one-bedrooms, 50 one-bedroom plus den, 177 two bedrooms and 28 three bedrooms, and approximately 25,000 square feet of retail space. The streetscape improvements include new pedestrian-oriented sidewalks, lighting, landscaping, and on-street parking. The funding request is anticipated for $450,000.
- **Shoppes on Arts Avenue (Streetscape and FPL Overhead Utility Relocation) –** The Milton Jones Corporation, a local development company, has constructed the first phase of the Shoppes on Arts Avenue; a 35,190 square foot commercial shopping center at the intersection of Sistrunk and NW 7th Avenue. All of the major tenants, Save A Lot, Family Dollar and Bank of America, have opened at the plaza. Occupancy by these three tenants bring total shopping center occupancy to approximately 76% and leaves about 8,000 square feet of remaining space left for other tenants. The streetscape improvements included new pedestrian-oriented sidewalks, lighting, landscaping, and on-street parking. The streetscape funding reimbursement half of the amount spent by the developer - $150,106. Phase II of the project, a mixed-use project, includes the relocation of an overhead utility line to assist with the development is estimated to be an additional $400,000.

- **FAT Village Streetscape Enhancements –** In an effort to define the local art and creative industry that is growing within the NPF CRA staff proposes a number of improvements including new streetscape improvements designed to fit the character of the area and changing the name of NW 1st Ave between 5th and 6th Streets to "FAT Avenue".

- **Wireless Camera System and Public Wi-Fi –** Wireless camera and internet access point infrastructure is being proposed to provide a unique business development resource and bridge the digital divide for one of the most economically depressed areas within the City of Fort Lauderdale. It is anticipated that the installation of a wireless camera and public Wi-Fi system will have the ability to help promote city initiatives, similar to Channel 78, but may also provide a competitive advantage for business





recruitment and retention. Estimated budget for this project is $700,000

- **Carter Park Senior Center –** A new facility is proposed to be constructed on property acquired by the NPF CRA as a result of a land swap with the Fort Lauderdale Housing Authority. The new facility will be used to provide programs and services to senior residents within the City of Fort Lauderdale at a location that where the services can be leveraged with wellness facilities and parking at Carter Park. The estimated budget for this project is $2M
- **Mizell Center Upgrades –** The Von D. Mizell Building is a 32,000 square foot city-owned building in the heart of the Sistrunk corridor. The site of the former Provident Hospital and a former Broward County library site, the Mizell Center was renovated by the City of Fort Lauderdale in 1980 and has been the home of the City of Fort Lauderdale Housing and Community Development Division, the Irma Hunter Wesley Child Care Center and local non-profit organizations such as the Fort Lauderdale Branch of the NAACP and Sickle Cell of Broward County. Current tenants include employees with the city's Parks and Recreation Department, the Sickle Cell and the Irma Wesley child care operation. The building is still used to host community meetings. Much of the building is vacant due to the relocation of the NAACP and Housing and Community Development. It is recommended that the building be re-purposed to be a part of the redevelopment plan for the Sistrunk corridor. Several interested private and non-profit entities have expressed interest in leasing the building that may bring more diverse programming and resources to the area. A preliminary building inspection by Public Works identified a number maintenance and life-safety issues that need to be addressed as a part of any re-use program. It is estimated that it will take approximately $1M to make the needed repairs and modernize the building to be used as a resource in the redevelopment area.



- **NW 9th Avenue Enhancement Project –** The City and CRA have received an enhancement grant from the Broward Metropolitan Planning Organization to make improvements to NW 9th Avenue from Broward Blvd to Sistrunk Blvd. The estimated budget for the project is approximately $2M; the NPF CRA has committed $1M as the local match for the project.
- **NW Neighborhood Enhancement Project (Phases II & III) -** The City and CRA has received enhancement grants from the Broward Metropolitan Planning Organization to make improvements to the roadways in the Durrs and Home Beautiful neighborhoods. Two grants, totaling $600,000 have been awarded and it estimated that it will cost $600,000 to install the improvements. The NPF CRA has committed $600,000 has the local match for the project.
- **Progresso Village Enhancement Project -** The City and CRA have received an enhancement grant from the Broward Metropolitan Planning Organization to make neighborhood improvements in the Progresso Village neighborhood. The grant award is for $300,000 and the estimated budget for this project is in excess of the original projected budget of $600,000; now the project costs are almost

$1M. The project is currently being designed; the NPF CRA has committed $300,000 to the project. CRA staff recommends utilizing another $300,000 in NPF CRA funds and $200,000 in storm water funds to support this project.



- **Sistrunk Lighting Upgrade - $250,000 -** City and CRA staff has received several comments and concerns about the level of illumination along the Sistrunk corridor from the new lighting that has been installed as part of the NE 6th/Sistrunk Blvd Streetscape project. It is recommended that we address these concerns by increasing the wattage of the existing street lights. The cost to raise the wattage of the existing street lights is projected to be approximately $250,000.
- **Sistrunk Enhancement (Phase II – Undergrounding Utilities) – $750,00 -** Originally considered when the streetscape project was being discussed in the late 1990's, bury the overhead utility lines between NW 9th Ave and Andrews Avenue was removed from the project because the costs made the project budget out of reach based on the funding sources available at that time. The work involved should be coordinated with the utility line relocation associated with Phase II of the Milton Jones Development Project. Because the work will occur in the area between the curb and property line, construction is expected to have minimal impact on the newly constructed streetscape improvements.
- **Flagler Village Street Signs/Monument - $132,000 -** The Flagler Village Improvement Association (FVIA) has requested for the NPF CRA to provide the remaining matching funds needed to install decorative street signs at various locations throughout the neighborhood. The project has been partially funded as part of a Business Capital Improvement Program grant award and the FVIA have been working with the Department of Neighborhood Support on designing and installing the street signs. Staff projects $132,000 in NPF CRA funds will utilized to install these improvements.

Business and Real Estate Development Programming ($7M)

The NW CRA has utilized incentives through a variety of programs that were created back in 2001. A list of the available incentives includes;



- Commercial Façade Renovation Program
- Housing Investment Program
- Flagler Heights Strategic Investment Streetscape Program
- Midtown Strategic Investment Program
- Low-Interest Loan Program
- Business Relocation and Incentive Program
- Real Estate Investment Accelerator Program (Tax Rebate Program)

The objectives of the incentive programs need to be continuously reviewed and amended to ensure optimal return on investment and desired community impact. There is a need to reduce the number of existing incentive programs and provide a simpler menu of basic incentive programs to encourage private capital investment. The following four incentive programs and beginning funding balances are recommended to be utilized over the next 5 years;



- Commercial Façade Renovation Program - $500,000
- Streetscape Grant Program - $1.5M
- Tax Increment Projection (TIP) Rebate Program - $500,000
- Property and Business Investment Program (PBIP) - $4.5M

It is also recommended that we explore capitalizing two other initiatives; one is a small business loan fund, the other is an infill housing fund. The strategy behind developing and capitalizing the loan fund is to create a strategic partnership with local banks or investment resource organizations to use as leverage and reduce the risk of making NPF CRA funds available for loans focused on small business start-ups, working capital or machinery and equipment. The strategy behind capitalizing the infill housing fund is to provide a pool of funds that can be used to ensure that quality architectural design and the utilization of sustainable building practices are included in all future infill projects.

Additional public finance opportunities should continue to be part of the strategy to maximize the use of state and federal resources. The NW CRA should annually review its opportunities to seek special purpose grants and government loans such as:

- Federal, State and County Grant Programs for things such as neighborhood improvements, local streets, public space, and parking; and
- Community Development Block Grant and HUD 108 Loan
- State Enterprise Zone Program
- Florida Housing Finance Corporation and Broward County Housing Finance Authority
- Federal Home Loan Bank Economic Development & Growth Enhancement Program (EDGE Loan)

An annual appropriation of $1.4M is recommended to be budgeted each year over the next 5 years to meet the $7M budget established for this program.



Commercial Façade Renovation Grant Program - $500,000

It is recommended that the existing Commercial Façade Renovation Grant Program be revised. The existing program caps the maximum façade grant at $20,000 and limits this amount to the Sistrunk corridor. A $7,500 façade grant is available for all other areas within the redevelopment district. In both cases the grants funds up to 80% of the costs of façade renovation program and is paid upon partial or total completion of the project.

It is further recommended that the façade program cap be increased ***from $20,000 to $40,000*** along the for the NE 6th Street/Sistrunk corridor; and ***from $7,500 to $15,000*** in other areas of the redevelopment district. All other program requirements would remain in place including but not limited to fund disbursement and final approval by city staff.

Streetscape Grant Program - $1.5M

It is recommended that the existing Flagler Heights Strategic Streetscape program be simplified and revised. The streetscape program initially developed predicted that only large scale projects would be constructed in the Flagler Village area, however since 2005 there are significant developments that impacted the surrounding streets throughout the entire NPF CRA.

The Streetscape Grant Program proposed would provide a grant reimbursing developer for the public right-of-way improvements that include sustainable building practices, including LED lighting, environmentally sensitive landscaping materials, and other practices that are consistent with sustainability practices endorsed by the City of Fort Lauderdale. Applications must be submitted prior to starting construction to be considered for this grant opportunity. The maximum grant amount per application is recommended at $500,000 – not to exceed 50% of the total costs of the streetscape improvements. The grant will be awarded based on demonstrated and verified project costs and applicability with sustainability standards. Projects that do generate tax increment revenue will be limited to a recommended grant of $250,000 – not to exceed 40% of the total costs of the streetscape improvements.



Tax Increment Projection (TIP) Rebate Program - $500,000

Sometime in redevelopment areas there are project that find it difficult to obtain financing or do not provide enough return on investment for the developer to execute a development plan. One method used commonly across the country in tax increment areas to help meet short-term capital project needs is to provide a rebate of tax increment revenue back to a developer based on

taxes paid for a number of years after the project is placed into service. This approach can be limited by the number of years or by a target repayment number but is acceptable to many developers because it provides a stream of payments to them that can be borrowed against to fill a project funding gap.

It is recommended that the former Redevelopment Accelerator Development Program be revised and be recast as a Tax Increment Projection Rebate Program. The program would limit rebates to five years and set a maximum rebate at 90% of the taxes paid with the rebate decreasing in 5% increments annually; the maximum rebate in year five would be 70% of the taxes paid. Only tax increment resources would be used for repayment.

Proposed Rebate Schedule

1. Year 1 – 95% of Taxes Rebated
2. Year 2 – 90% of Taxes Rebated
3. Year 3 – 85% of Taxes Rebated
4. Year 4 – 80 of Taxes Rebated
5. Year 5 – 75% of Taxes Rebated

Property and Business Investment Program - $4.5M

Articles and professional advice offered by trade organizations such as the International Economic Development Council (IEDC) and in the trade publication Shopping Centers Today (SCT) identify the need for local government sponsored incentives to remain competitive for real estate development, business recruitment and job growth. Site selection decision-makers and entrepreneurs looking for the investment opportunities generally contact government officials and economic development organizations to inquire about the availability of incentives. Incentives are important piece of any redevelopment program because of the ability to provide a capital cushion or offer a well-coordinated regulatory approval process. Access to capital and well defined development rules can be accelerants for redevelopment, and we an incentive program that is fair, transparent and easily to understand is combined with a good regulatory process, the impact on the local economy can be exponential. When the proposed zoning amendments for the NW Regional Activity Center are combined with well-crafted financial incentives, development interest in the area is expected to explode.



Background

The Property and Business Investment Program is a financial incentive program that features a public sector real estate investment strategy that reducing the capital needs of viable projects and enhancing the tax base with quality projects. Utilizing a scoring matrix developed for a similar program used by the City of Durham, North Carolina the Property and Business Investment Program (PBIP) would be a competitively funded economic incentive program that would permit eligible property and business owners the opportunity to apply for funding from the NPF CRA.



The PBIP would permit funds to be used for interior and exterior improvements for mixed-use or commercial projects within the NPF CRA. The intent of the program is to encourage property owners and small business owners to consider new construction or undertake a substantial rehabilitation of their property; minor repairs or routine building maintenance is not eligible for funding under this program. The program will help property owners in the area recruit tenants to the area by enabling lease agreements that are financially feasible by providing an aggressive public investment program that will help make entrepreneurial opportunities financially feasible.

The primary goal of the incentive program is to position the 6th Street corridor within the NPF CRA as one of the prime commercial destinations within Fort Lauderdale. A secondary goal of the program is to support investment in the remainder of the redevelopment district.

Eligible Areas

The program will be available for properties within the NPF CRA. The two areas are categorized as primary and secondary areas.

- *Primary Area* - NE/NW 6th Street/Sistrunk corridor from Federal Highway to NW 19th Avenue.
- *Secondary Area* – Other legally zoned commercial corridors or properties within the NPF CRA district. The secondary area would include NW 7th Avenue, NE 3rd Avenue, Andrews Avenue, Broward Boulevard and Sunrise Boulevard.



Preferred Uses

The 2008 NPF CRA Implementation Plan identified a list of uses that are in demand for the area such as;

- A neighborhood grocery store
- drug store

- clothing stores
- general merchandise stores (Dollar General, Family Dollar, Big Lots)
- Family-oriented restaurants.

It is further recommended that we target other businesses such as

- ice cream shops
- coffee shops
- newspaper/magazine stand
- destination retail
- art studios
- creative arts businesses
- micro-breweries; and
- professional services
- small theater for movies and live performances
- fish market
- fitness facility



Non-Permitted Uses

Liquor stores, convenience stores, pawn shops and gas stations were listed as being in overabundance in the 2008 Implementation Plan. Uses that are considered in over-supply and are not permitted in the zoning code are not eligible for funding.

Program Guidelines

An applicant for the PBIP incentive program may apply for funding in the Primary Area for the costs to construct, engineering, architectural design, interior and exterior improvements for an amount not to exceed $200,000 or 40% of the total project capital investment, whichever is less.

Applications for sites in the Secondary Area may apply for funding in support of construction, engineering, architectural design, interior and exterior improvements for an amount not to exceed $100,000 or 20% of the total project capital investment, whichever is less.

Applicants are encouraged to utilize industry recognized sustainable technologies as a part of their construction program.

A summary of eligible program expenses and other program highlights are outlined below:

- Eligible expenses - HVAC, Security, Plumbing, Electrical, Drywall, Painting, Framing, Flooring, Windows, Landscaping, Parking and Signage.

- Forgivable Loan - forgiven over a maximum of 7 years
- Projects must be completed no later than 14 months after CRA Board approval
- Funds would be secured by a subordinate mortgage on the property
- Leasing and re-leasing compliance or funds become payable as a traditional loan on the property
- Funds may be recaptured if property is sold or refinanced

Scoring criteria were established to objectively determine the merits of any application. Funding for applicants under the PBIP program will be provided until funds are no longer available. Once a score is established for each project the list of scores will be forwarded to the NPF CRA advisory board with a staff analysis for each application. The NPF CRA advisory board will review the applications, scores provided and staff analysis for each application and provide a recommendation for funding to the CRA Board. A third party will be hired to provide analysis related to financial viability and need for incentives. It is recommended that a project must have a minimum score of 70% to be considered for funding. It is further recommended that a score less than 100% of the points allowed will be awarded a proportional incentive amount with respect to the $200,000 maximum award limit.

In an attempt to provide a fair and open process for this funding opportunity, applications will only be accepted in response to a public submittal process with a hard deadline. The deadline will allow staff, advisory board members and the CRA Board the opportunity to evaluate the submissions and award funding to applicants that are most ready to move forward. The CRA advisory board or another approved group may be designated as the evaluation committee. Upon approval of the PBIP program by the CRA Board a public notice announcing the program and the availability of funds will be placed in the local newspapers. Additionally, we will mail notices to all property owners on the 6th Street corridor, as well as, send notices to all of the business organizations and civic associations within Fort Lauderdale. The public notice will also establish an open and closing date for all PBIP applications. It is anticipated that the PBIP application period will be between 45 to 60 days from the date of the public notice.

Flagler Village Train Station Transit Oriented Development Program and WAVE Contribution - $7M

The funding plan for the Fort Lauderdale WAVE project consists of the following pieces;

- Federal dollars specifically programmed for transit projects across the U.S.
- Specifically programmed State funds for mass transit projects across the State of Florida.
- Broward Metropolitan Planning Organization funds specifically programmed for transit projects in the County.
- Special assessment district of the benefitting property owners.
- A capital cash contribution from the City of Fort Lauderdale, City land donation for the Maintenance & Storage Facility, or a combination of both.



NPF CRA dollars are projected to be used as part of the capital contribution on behalf of the City of Fort Lauderdale. In order to make a contribution to the contribution the CRA Board will need to make a finding that the contribution is in furtherance of the CRA Plan. The value of the land contemplated to be donated may not generate enough value t It will have 10 stations reflective of the character of the specific area, which will be solar powered and will feature real time information (technology that communicates when the next vehicle will be arriving at the station) and informational kiosks displaying destinations/attractions in the downtown, as well as upcoming community events.

Each station will substantiate a significant public investment to encourage riders and help the transit option fit into the overall architectural and fit into the urban framework of downtown Fort Lauderdale. To meet the expectations of the downtown Fort Lauderdale community there will be streetscape improvements around the stations, to include pedestrian crosswalks, shade trees, lighting, and improved sidewalks. It is anticipated that NPF CRA funds would be utilized to fund a portion of these improvements and cover a portion of the capital cash contribution on behalf of the City of Fort Lauderdale. According to the WAVE project website, over 65% of the capital funding has been secured and 100% of the operational funding for the full 2.7 mile project.

The WAVE Streetcar route is 2.7 miles and approximately 0.744 miles of the system is within the boundary of the NPF CRA. The length of the system within the NPF CRA represents 27.6% of the entire length of the system, and can be quantified as the maximum amount of NPF CRA funds that can be contributed to the project. Depending on the value of the city property that is part of the contribution, it is assumed that a portion, not to exceed 27.6%, of the $7M of NPF CRA funds can be identified utilized as part of the city's contribution and for the overall development of the transit hub area. An annual appropriation of $1.4M is recommended to be budgeted each year over the next 5 years to meet the $7M budget established for this program.

Other Key Initiatives

Development Services Consultants

To help implement many of the projects listed above that may require additional technical review CRA staff recommends entering into contracts with a pool of professionals for related professional development services. Consultants would be solicited to the purchasing rules of the City of Fort Lauderdale. The selected consultants would be available to the City of Fort Lauderdale and the Fort Lauderdale Community Redevelopment Agency ("CRA") is seeking proposals to provide services associated with business development and redevelopment projects: fiscal analysis, market analysis, pro forma analysis, marketing and public relations and related services on a continuing contract basis. The targeted projects and initiatives are expected to be associated with the City of Fort Lauderdale

Community Redevelopment Plan(s), and related Economic Development and Neighborhood Plans. Depending upon the qualifications of the firms, the City of Fort Lauderdale and the CRA would enter into contracts with up to five consultants for project development review services. Subject to approval by the City Commission and the CRA Board, the term of each contract with each firm may be for one three year term, with an option for up to three one year extensions, subject to annual budgeting and appropriations.

Depending upon the project, the consultants are anticipated to provide the following services:

A. Financial Review and Analysis - Assist in evaluating proposed projects and responses to proposals in areas such as projected fiscal benefits, impacts of contingencies delineated by developer, impacts of phasing, reasonable certainty of development cash flow, “payback” schedule of public assistance (if any), analyze proposed financial structure, review developer’s financial statements and pro forma, to help determine if the proposed project is economically feasible.
B. Project Negotiation Review - Assist in negotiating Developer Agreements for proposed public/private partnerships, and assist in drafting/reviewing agreements to ensure project will achieve the development objectives for the City and CRA.
C. Conduct Market Studies – Analyze the demand for planned commercial and residential projects, and identify uses that will be most marketable.
D. Financing Options – Assist staff in calculating total property tax creation and tax increment financing (“TIF”), and other revenue projections. Additionally, the consultant may be asked to develop alternative financing options for the public sector commitments. The intent of these options is to allow staff to review all options for the financing instrument(s) and make sound recommendations that will support the strong financial reputations of the City and CRA without impacting future obligations for operating or capital funding.
E. Retail and Business Recruitment – Assist city staff by utilizing market data, proprietary data, past business relationships, membership in trade organizations to facilitate the retail and general business recruitment for specific business uses and help encourage entrepreneurs to invest in areas targeted for development.
F. Marketing and Public Relations – assist city staff in the development of specific marketing initiatives or campaigns focused around special events, projects, initiatives or programs in targeted development areas. A NPF CRA marketing strategy will highlight the entire redevelopment area benefits of the area to potential developers, residents, entrepreneurs and small business owners. An initial strategy would be to use existing market information to present data to highlight the untapped purchasing power that exists in an underserved market and explain why the CRA is good location to do business. Due to the diversity of the many neighborhoods and demographics information included in the NW CRA area, the marketing approach will include strategic and practical targeted approaches to take advantage of all the variety of hidden assets that the entire CRA has to offer.
G. Other Services – Provide other services such as business plan writing/review, and other technical, analytical or financial review, as needed, in support of implementing the City of Fort Lauderdale Economic Development Strategy and Community Redevelopment Plan(s).

Cultural Development and Creation of an Arts District

The impact of the arts on the local economy is well documented and it is becoming even more apparent with the emergence of the F.A.T. Village as an Arts District in the heart of Fort Lauderdale. It is a recommended that a strategic focus by the NPF CRA be placed on embracing the "creative class" by officially designating the F.A.T. Village area as an Arts District in Fort Lauderdale.

A recent national study of the nonprofit, arts and cultural industry by Americans for the Arts highlights the enormous impact of arts and culture on the U.S. economy. The study is considered to be the most comprehensive study of its kind ever conducted, and it provides a quantifiable economic impact of nonprofit arts and culture organizations and their audiences. Using findings from 182 regions, including various Florida cities and counties, an input-output economic model was created to deliver national estimates.

The study revealed the following findings:

- The arts industry generated $135.2B of economic activity and $61.1B was generated by the nation's nonprofit arts and culture organizations.
- This economic activity supports 4.13 million full-time jobs and generates $86.68 B in resident household income.
- The arts and culture industry also generates $22.3B in revenue to local, state, and federal governments every year a yield well beyond their collective $4B in arts allocations.

Marketing

The NW CRA is in a unique, yet prime location within the City of Fort Lauderdale. The analysis conducted during the exploratory phase of the implementation plan has confirmed the untapped potential in creating linkages to the adjacent market areas and opportunities that border the target area. Since its inception the agency has used it funds strategically to market certain projects, programs or initiatives.



The utilization of CRA funds for marketing is specifically highlighted as an eligible use of redevelopment funds in the NPF CRA redevelopment plan. Over the past several years CRA marketing has consisted of a contribution to the Flagler Village marketing initiative, upgrades to the agency website, a revamped newsletter and increased signage to

highlight CRA development opportunities along the Sistrunk Blvd corridor.



CRA/City Property Disposition and In-Fill Housing Development

The City and CRA owns approximately fifty (50) developable residential and commercial sites within the NPF CRA district. The city-owned properties primarily consist of vacant, residential properties scattered throughout the redevelopment area. The NPF CRA owned properties primarily consist of vacant properties fronting or adjacent to the Sistrunk corridor. It is recommended that the City and CRA aggressively dispose of properties within the redevelopment area that can be immediately utilized to facilitate home ownership opportunities, private investment, job creation, business development and enhance the tax base. In some instances the opportunity to dispose of property and goals of the redevelopment program may require a discussion by the City Commission to determine how to resolve these types of public policy issues.



The advancement of these two activities should come with the appropriate direction to encourage redevelopment projects that are consistent with the goals of the NPF CRA. The projects must be consistent with the existing NPF CRA plan and the zoning code revisions being developed for the Northwest Regional Activity Center that will address permitted uses, design guidelines – including height and density, and expedited regulatory review. Until the zoning code revisions are adopted, it is also recommended that the disposition of any publicly-owned land within the NPF CRA be subject to a review that the project is consistent with the proposed permitted uses and design guidelines currently under discussion.

ATTACHMENT 2

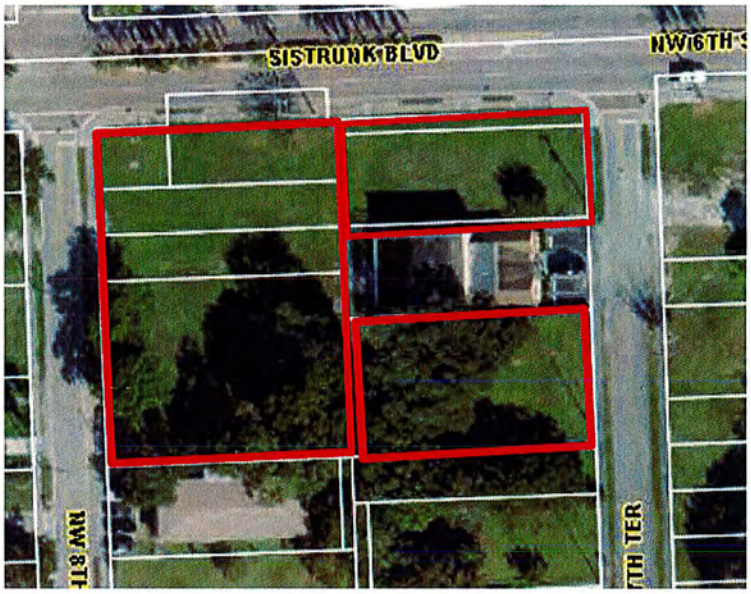
Appraisal

AMERICAN REALTY CONSULTANTS

REAL ESTATE APPRAISAL REPORT

Of

Three Land Properties CRA
ARC File No. 222107



Located along N.W. 8th Avenue and N.W. 7th Terrace
Fort Lauderdale, Broward County, Florida

Report Date

October 5, 2021

Date of Value

August 26, 2021

Prepared For

Mr. Bob Cass Wojcik, AICP
CRA Housing and Economic Development Manager
Ft. Lauderdale Community Redevelopment Agency
914 N.W. 6th Street, Suite 200
Fort Lauderdale, Florida 33311

Prepared by

Gary A. Benivegna, FL – RZ2619
Robert B. Love, MAI, SRA, AI-GRS, FL - RZ111

AMERICAN REALTY
CONSULTANTS

Real Estate Valuation
Market Feasibility & Consulting Services
Appraisal Review and Review Services
Appraisal Expert Witness Services
Real Estate Assessment Appeals
Licensed Real Estate Broker

Robert B. Love, MAI, SRA, AI-GRS
Cert Gen RZ111

Linda Chabot Love, MAI
Cert Gen RZ1400

October 5, 2021

Mr. Bob Cass Wojcik, AICP
Ft. Lauderdale Community Redevelopment Agency
914 N.W. 6th Street, Suite 200
Fort Lauderdale, Florida 33311

Re: Three Land Properties CRA
Located along Sistrunk Boulevard, N.W. 8th Avenue and N.W. 7th Terrace
Fort Lauderdale, Broward County, Florida

Mr. Wojcik:

At your request, we have prepared an appraisal of the above referenced properties. The subject properties are located in the Historic Sistrunk neighborhood within the Northwest Regional Activity Center (NWRAC), in the city of Fort Lauderdale. The sites have various street frontages, including along N.W. 6th Street (Sistrunk Blvd.), N.W. 8th Avenue and N.W. 7th Terrace. The subject properties are summarized below.

Site Info	Site One	Site Two	Site Three
Location	SE < Sistrunk & NW 8 Ave	SW < Sistrunk & NW 7 Terr	W side of Nw 7 Terr, @ 100' S of Sistrunk
Zoning	NWRAC-MUw RMM-25	NWRAC-MUw	NWRAC-MUw RMM-25
Size (SF)	24,778	7,550	10,125

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AMERICAN REALTY CONSULTANTS

The purpose of the appraisal is to estimate the Market Value of the fee simple estate. The intended use is to assist in internal evaluation. The value conclusions are subject to the General and Extraordinary Assumptions and Limiting Conditions contained within the report. In our opinion, our analysis and conclusions conform to the Code of Professional Ethics and Standards of Professional Practice of the Appraisal Institute and the Uniform Standards of Professional Appraisal Practice as established by the Appraisal Standards Board of the Appraisal Foundation.

Our report is subject to the following extraordinary assumptions:

- We were not provided environmental assessments. Our market value opinions assume that the properties do not have any adverse environmental conditions.
- Our opinions of value are for the individual sites. The total value for the three sites if assembled as one could be different.

We have considered the locational and physical attributes of the subject sites and made a thorough investigation of the subject market area. Based on our analysis, our opinion of the Market Values of the subject sites' fee simple interest as of August 26, 2021 are as follows:

Site One	**$750,000** **SEVEN HUNDRED FIFTY THOUSAND DOLLARS**
Site Two	**$225,000** **TWO HUNDRED TWENTY-FIVE THOUSAND DOLLARS**
Site Three	**$270,000** **TWO HUNDRED SEVENTY THOUSAND DOLLARS**

This is a revised report from our original report dated September 1, 2021 to correct an exhibit.

Sincerely,
AMERICAN REALTY CONSULTANTS, INC.

Robert B. Love, MAI, SRA, AI-GRS
State-certified general real
estate appraiser RZ111
Certified to 11/30/2022

Robert B. Love, MAI, SRA, AI-GRS
State-certified general real
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Gary A. Benivegna
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Premises

General Assumptions and Limiting Conditions

- Without the cover letter, this appraisal report is incomplete and cannot be relied upon.
- The intended use is to assist in internal evaluation. This appraisal may not be used or relied upon by anyone other than the client, for any purpose whatsoever, without the express written consent of the appraiser. Any party who relies upon any information in this report, without the preparer's written consent, does so at their own risk.
- The legal description furnished is assumed to be correct. No responsibility is assumed for matters legal in character nor is any opinion rendered as to the title, which is assumed to be good and marketable and in Fee Simple.
- No legal opinion related to a title search was provided and all existing liens and encumbrances, including deed restrictions and developers agreements, have not been investigated unless otherwise stated. The property is appraised as though free and clear under responsible ownership and competent management.
- Any proposed or incomplete improvements included in this report are assumed to be completed in accordance with approved plans and specifications and in a workmanlike manner.
- Information furnished by the client and other parties is believed to be reliable, but no responsibility is assumed for its accuracy. We have made our best efforts to verify the provided information, and we have attempted to compare it to market data as a check of reasonableness.
- Any sketches, plats, or drawings included in this report are included to assist the reader in visualizing the property. We have made no survey of the property, and assume no responsibility in connection with such matters.
- Unless otherwise noted herein, it is assumed that there are no encroachments, zoning restrictions, or violations existing in the subject property.
- The existence of potentially hazardous material or substances used in the construction or maintenance of the building improvements or located at or about the site of the property, including formaldehyde foam insulation, the existence of toxic waste, the existence of mold, asbestos insulation, Chinese drywall or the presence of groundwater or soil contamination has not been considered in arriving at the estimate of value of the subject property. We are not qualified to detect such substances or ascertain the risks associated with them. It is recommended that appropriate experts be retained to investigate and determine to what extent, if any, such substances are present and what risks, if any, are involved. *Our appraisal assumes there is no environmental contamination.*
- We are not required to give testimony or attendance in court by reason of this appraisal, with reference to the property in question, unless arrangements have been previously made.
- No responsibility is assumed for engineering matters, neither structural nor mechanical. Good structural and mechanical conditions are assumed to exist, and no opinion as to these matters is to be inferred or construed from the attached report.
- Disclosure of the contents of this appraisal report is governed by the Bylaws and Regulations of the Appraisal Institute.

- One (or more) of the signatories of this appraisal report is a Member (or candidate) of the Appraisal Institute. The Bylaws and Regulations of the Institute require each Member and Candidate to control the use and distribution of each appraisal report signed by such Member or Candidate. Therefore, except as hereinafter provided, the party for whom this appraisal report was prepared may distribute copies of this appraisal report, in its entirety, to such third parties as may be selected by the party for whom this appraisal report was prepared; however, selected portions of this appraisal report shall not be given to third parties without the prior written consent of the signatories of this appraisal report.

  Further, neither all nor any part of this appraisal report shall be disseminated to the general public by the use of advertising media or other media for public communication without the prior written consent of the signatories of this appraisal report.

- The value estimate applies only to the entire property, and cannot be prorated to individual portions or fractional interests. Any proration or division of interest will invalidate the value estimate, unless such proration or division of interests is set forth in the report.

- No responsibility is assumed for unusual soil conditions and no opinion as to these matters is to be inferred or construed from the attached report other than those specifically stated in the report. Unless stated otherwise, the soil conditions of the subject property are assumed to be adequate to support development utilizing conventional construction techniques. We recommend the client obtain an opinion from a competent engineering firm.

- Our estimates of future values were formulated based upon market conditions as of the date of appraisal, considerate of future projections concerning supply and demand. The appraiser has no responsibility for significant events that alter market conditions subsequent to the effective date or dates of appraisal.

- The contract for this appraisal is fulfilled by the signer upon the delivery of this appraisal report. Acceptance or use of this report constitutes acceptance of the preceding conditions.

- The Americans with Disabilities Act ("ADA") became effective January 26, 1992. We did not receive a compliance survey and analysis of this property to determine whether or not it is in conformity with the various detailed requirements of the ADA. Our appraisal assumes ADA compliance.

Extraordinary Assumptions and Limiting Conditions

- We were not provided environmental assessments. Our market value opinions assume that the properties do not have any adverse environmental conditions.

  If the client has any questions regarding these items, it is the client's responsibility to order the appropriate inspections. The appraiser does not have the skill or expertise needed to make such inspections. The appraiser assumes no responsibility for these items.

- Our opinions of value are for the individual sites. The total value for the three sites if assembled as one could be different.

Hypothetical Conditions

- We made no hypothetical assumptions.

Certification

We certify that, to the best of our knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions and conclusions are limited only by the reported assumptions and limiting conditions, and are our personal, impartial and unbiased professional analyses, opinions and conclusions.
- We have no present or prospective interest in the property that the subject of this report, and no personal interest with respect to the parties involved.
- We have no bias with respect to the property that is the subject of this report or the parties involved with the assignment.
- Our engagement in this assignment was not contingent upon developing or reporting predetermined results.
- Our compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors that cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute. The report was also prepared in conformity with the Uniform Standards of Professional Appraisal Practice as established by the Appraisal Standards Board of the Appraisal Foundation.
- Our analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.
- Gary A. Benivegna inspected the subject properties and Robert B. Love did not inspect the subject properties.
- No one provided significant professional assistance to the persons signing this report.
- We appraised the subject properties for the client in March 2018, and have not provided any appraisal or other services involving the subject properties within the last three years. .
- The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.

As of the date of this report, Robert B. Love has completed the requirements of the continuing education program of the Appraisal Institute.

Robert B. Love, MAI, SRA, AI-GRS
State-certified general real
estate appraiser RZ111
Certified to 11/30/2022

Robert B. Love, MAI, SRA, AI-GRS
State-certified general real
estate appraiser RZ111

Gary A. Benivegna
State-certified general real
estate appraiser RZ2619

Executive Summary

Date of Value

August 26, 2021

Date of Report

October 5, 2021

Interest Appraised

Fee Simple

Locations/Land Areas/Zoning

Site Info	Site One	Site Two	Site Three
Location	SE < Sistrunk & NW 8 Ave	SW < Sistrunk & NW 7 Terr	W side of Nw 7 Terr, @ 100' S of Sistrunk
Zoning	NWRAC-MUw RMM-25	NWRAC-MUw	NWRAC-MUw RMM-25
Size (SF)	24,778	7,550	10,125

Extraordinary Assumptions

We were not provided an environmental assessment. Our market value opinions assume that the properties do not have any adverse environmental conditions.

Market Value Opinions

Site One	**$750,000** **SEVEN HUNDRED FIFTY THOUSAND DOLLARS**
Site Two	**$225,000** **TWO HUNDRED TWENTY-FIVE THOUSAND DOLLARS**
Site Three	**$270,000** **TWO HUNDRED SEVENTY THOUSAND DOLLARS**

Scope of Work

The term "scope of work" means the extent of the process of collecting, confirming, and reporting data.

The subject properties are vacant sites and the intended use of the report is to assist in internal evaluation.

We were provided the following surveys by the client:

Site 1: Topographic Survey prepared by McLaughlin Engineering Company, dated 6/28/05, and resurveyed 6/4/08

Sites 2 & 3: Topographic Survey prepared by McLaughlin Engineering Company, dated 6/28/05

Neighborhood, area, and county trends have been examined utilizing data sources noted in the report. Supply and demand factors relating to comparable properties have been analyzed in the Market Study and Highest and Best Use sections of the report.

Our market research for comparable land sales was concentrated in the subject's immediate area in Fort Lauderdale and proximate areas. We have utilized public records, published sales services, plus conversations with brokers and developer's agents in obtaining our market data.

Gary Benivegna inspected the subject sites and neighborhood on August 26, 2021. Mr. Love did not inspect the subject sites for this appraisal.

We developed the most relevant approach; the Sales Comparison Approach to value.

Property Identification

The subject properties are located in the Historic Sistrunk neighborhood within the Northwest Regional Activity Center (NWRAC), in the city of Fort Lauderdale. The sites have various street frontages, including along N.W. 6th Street (Sistrunk Blvd.), N.W. 8th Avenue and N.W. 7th Terrace. The subject properties are summarized below.

Site Info	Site One	Site Two	Site Three
Location	SE < Sistrunk & NW 8 Ave	SW < Sistrunk & NW 7 Terr	W side of Nw 7 Terr, @ 100' S of Sistrunk
Zoning	NWRAC-MUw RMM-25	NWRAC-MUw	NWRAC-MUw RMM-25
Size (SF)	24,778	7,550	10,125

Legal Descriptions

The subject's legal descriptions as per the most recent acquiring deeds are as follows:

Site 1
Lots 45 through 52, Block 15, of NORTH LAUDERDALE, according to the Plat thereof, as recorded in Plat Book 1, Page 48 of the Public Records of Miami Dade County, Florida. Together with the west one-half of the alley of said Block 15 of NORTH LAUDERDALE which lies north of an extension easterly in the same direction of the south line of Lot 49 of Block 15 of North Lauderdale.

Site 2
Lots 1 and 2, less road right-of-way and Lot 3, Block 15 of NORTH LAUDERDALE, according to the Plat thereof, as recorded in Plat Book 1, Page 48 of the Public Records of Miami Dade County, Florida. Said land lying, situate and being in Broward County, Florida.

Site 3
Lots 6 through 8 together with the east one-half of that vacated alley right-of-way lying west and adjacent to said Lots 6 through 8, Block 15 of NORTH LAUDERDALE, according to the Plat thereof, as recorded in Plat Book 1, Page 48 of the Public Records of Miami Dade County, Florida. Said land lying, situate and being in Broward County, Florida.

Purpose of the Appraisal

The purpose of the appraisal is to estimate the Market Value As Is of the subject sites' fee simple estate.

Intended Use and User of the Appraisal

The intended use is to assist in internal evaluation. The intended user is the Ft. Lauderdale Community Redevelopment Agency.

Property Rights Appraised

The property rights appraised in this report is the Fee Simple Estate in the subject property as described herein. Fee Simple Estate is defined by The Dictionary of Real Estate Appraisal, Fifth Edition, 2010, on page 78, as follows:

"Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat."

Date of Value

The subject properties are appraised as of August 26, 2021.

Market Value Defined

The value conclusions are based upon the following definitions of Market Value:

The most probable price, as of a specified date, in cash, or in terms equivalent to cash, or in other precisely revealed terms, for which the specified property rights should sell after reasonable exposure in a competitive market under all conditions requisite to a fair sale, with the buyer and seller each acting prudently, knowledgeably, and for self-interest, and assuming that neither is under undue duress.[1]

"The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus.

Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

a. buyer and seller are typically motivated;
b. both parties are well informed or well advised, and each acting in what he considers his own best interest;
c. a reasonable time is allowed for exposure in the open market;
d. payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
e. the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale."[2]

Probable Purchaser

As set forth within the preceding discussion, the concept of Market Value relates to the price a typically motivated buyer would pay for a property. In the case of the subject properties, the most probable purchaser is typically an owner-user or speculative land developer.

The valuation procedures utilized to estimate the Market Values of the subject properties are based upon the typical purchase and investment criteria and motivations of such purchasers.

Marketing Period

The "normal" marketing period represents the most probable time necessary to expose and actively market the subject property on the open market, to consummate a sale at a price consistent with the Market Value estimate provided herein.

As vacant mixed-use zoned sites in a retail and residential submarket that is experiencing redevelopment, the subject could be expected to sell within a period of less than twelve months.

The exposure time is estimated to be 9 to 12 months.

[1] The Appraisal of Real Estate, 15th Edition by the Appraisal Institute, Page 48.
[2] Interagency Appraisal and Evaluation Guidelines, Federal Register, Volume 75, No. 237, December 10, 2010.

Florida Labor Trends

The following information was obtained from the Florida Agency for Workforce Innovation, dated August 20, 2021.

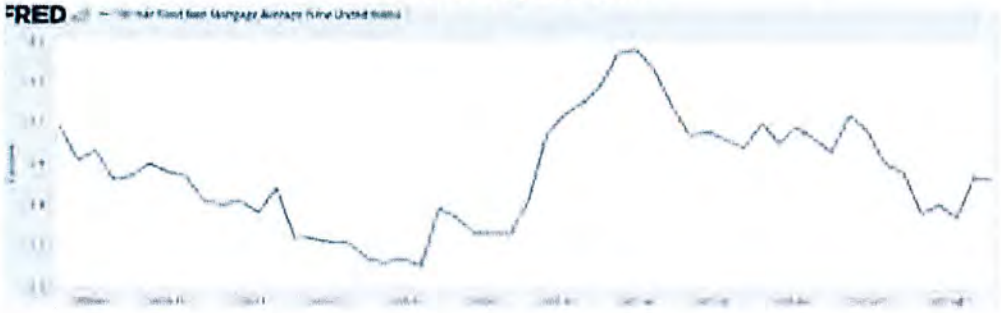
- Florida's seasonally adjusted unemployment rate was 5.1% in July 2021, up 0.1 percentage point from the June 2021 rate, and down 6.4 percentage points from a year ago. There were 530,000 jobless Floridians out of a labor force of 10,479,000. The U.S. unemployment rate was 5.4% in July.
- Florida's seasonally adjusted total nonagricultural employment was 8,756,300 in July 2021, an increase of 68,100 jobs (+0.8%) over the month. The state gained 356,700 jobs over the year, an increase of 4.2%. Nationally, the number of jobs rose 5.2% over the year.
- The July 2021 total nonagricultural employment has not reached the pre-pandemic levels in February 2020.
- Florida lost 1,269,200 jobs from February to April 2020 and has since gained back over half of the jobs lost (+953,400 jobs).
- The number of jobs in Florida was 8,756,300 in July 2021, up 356,700 jobs compared to a year ago. Nine of the ten major industries experienced positive over-the-year job growth in July.
- The industries gaining jobs over the year included leisure and hospitality (+137,800 jobs, +14.6%); professional and business services (+63,200 jobs, +4.7%); trade, transportation, and utilities (+58,000 jobs, +3.3%); education and health services (+41,100 jobs, +3.2%); other services (+30,900 jobs, +9.9%); financial activities (+22,000 jobs, +3.7%); construction (+12,400 jobs, +2.2%); manufacturing (+9,600 jobs, +2.6%); and information (+6,700 jobs, +5.3%).
- One major industry losing jobs was total government (-23,200 jobs, -2.1%).
- In July 2021, Monroe County had the state's lowest unemployment rate (3.1%), followed by St. Johns County (3.6%), Okaloosa County (3.9%), and Nassau County (4.0%).
- Hendry County had the highest unemployment rate (7.6%) in Florida in July 2021, followed by Highlands County, Putnam County, and Hardee County (6.8% each), and Miami-Dade County, Citrus County, and Sumter County (6.5% each).
- In July 2021, all 24 metro areas in Florida had over-the-year job gains. The areas with the largest gains were Orlando-Kissimmee-Sanford (+71,300 jobs, +6.2%), Tampa-St. Petersburg-Clearwater (+71,000 jobs, +5.4%), Miami-Miami Beach-Kendall (+56,700 jobs, +5.2%), and Jacksonville (+35,300 jobs, +5.1%).

Source: Labor Market Trends, August 2021

Credit Market Yields and Economic Data

Category		Monday	1 Month ago	1 yr. ago
Money Rates	Prime Rate (1)	3.25%	3.25%	3.25%
	Federal funds	0.25%	0.25%	0.25%
	LIBOR (6 months) [2]	0.16%	0.16%	0.31%
Mortgage Rates	30-yr. fixed-rate (FHLMC)	2.86%	2.78%	2.99%
Treasury Security Rates	3-month T-bill [3]	0.06%	0.06%	0.11%
	6-month T-bill	0.05%	0.05%	0.12%
	5-year note	0.78%	0.73%	0.27%
	7-year note	1.04%	1.04%	0.46%
	10-year note	1.24%	1.28%	0.64%
	30-year note	1.88%	1.91%	1.32%
National Economic Stats [4]	Housing Starts (thous)	1,021	940	919
	CPI	272.3	271.0	258.7
	Retail Sales	617,719	621,340	535,982
	Gross Domestic Product (billions)	22,722.6	22,061.5	19,520.1

30 Yr. Fixed Mtg. Rate Trend



[1] Bankrate.com August 19, 2021

[2] Bankrate.com August 19, 2021

[3] Federal Reserve Statistical Release, August 19, 2021

[4] Bankrate.com August 19, 2021

Property Description

Neighborhood and Area Analysis

Neighborhood and Area Map



The subject area is part of an older commercial and industrial district in central Broward County. The subject properties are located on the south or just south of Sistrunk Boulevard (N.W. 6th Street) and east of Powerline Road (N.W. 9th Avenue), within the City of Fort Lauderdale in Broward County, Florida. The subject submarket is described as a community and semi-regional business district. For purposes of this analysis, the submarket boundaries are Sunrise Boulevard to the north, Interstate 95 on the west, N. Andrews Avenue on the east, and Broward Boulevard to the south.

Access

Access to the subject property and surrounding areas is considered good. Sunrise and Broward Boulevards are major east/west roadways with interchanges at all of the major north/south thoroughfares in the county including I-95. Federal Highway is a major north/south roadway intersecting with all of the county's major east/west roads and providing additional access to Port Everglades, Fort Lauderdale/Hollywood International Airport and I-595.

Sistrunk Boulevard is a secondary two-lane east/west road in the neighborhood and Andrews Avenue, Powerline Road and N.W. 7th Avenue are primary four-lane north/south roadways.

Surrounding Development

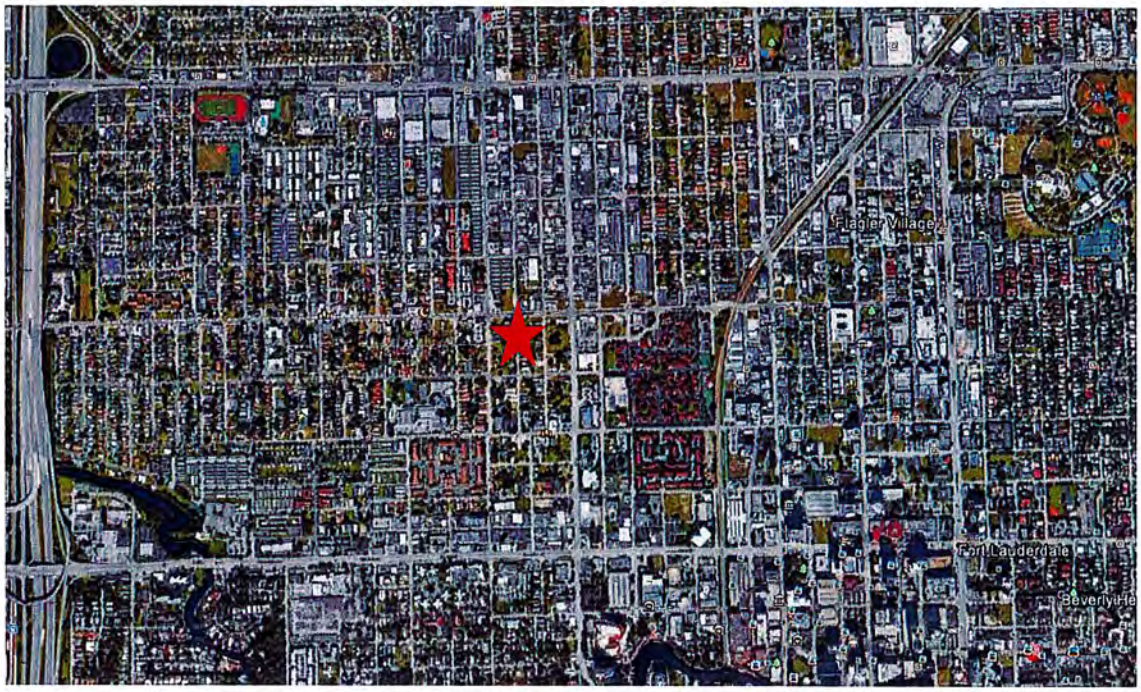
There are a wide variety of commercial, residential and industrial uses. There are in-fill commercial and residential sites available for new construction. However, the majority of redevelopment within the submarket is or will be a result of physically or functionally obsolete properties that are either demolished or rehabilitated.

Within the neighborhood along the primary roadways, including Sistrunk Boulevard, there is an eclectic mix of small low rise office, strip retail, liberal commercial businesses, vintage 1950's & 1960's single family residential, multiple family residential, mixed-use retail/apartment buildings, new and used car dealerships and warehouse properties. At the eastern portion of the neighborhood, particularly along Sistrunk Boulevard there have been several redevelopment projects that will be discussed further.

The FEC railroad tracks are situated just west of Andrews Avenue and the industrial district along the FEC right-of-way includes vintage industrial warehouse properties characterized by high site coverage ratios and minimal landscaping.

Fort Lauderdale's FAT Village (Flagler Arts Technology) is situated along Flagler Drive, along the railway just east of the neighborhood. The area is often compared to Miami's Wynwood neighborhood. The 'village' has an artsy vibe, and many of the older warehouse properties have been converted to open artist's studios, tech start-ups, galleries and live theaters that are frequented by young patrons. Together, the businesses host one of a kind events that include painting, photography, sculpture and many other kinds of exhibits. Newer apartment complexes, built along and near Andrews Avenue have provided even stronger demand to FAT.

Beyond the immediate surrounding land uses, there has been redevelopment occurring in the downtown regional activity center district to the south, Community Redevelopment Areas to the east, the Victoria Park residential community to the south and east, the primary North Federal Highway corridor and community business district to the east and affluent waterfront communities along the Middle River, Intracoastal Waterway and State Road A-I-A ocean front resort communities.



To the southeast of the subject neighborhood is an area of Fort Lauderdale known as Flagler Village. The city has rezoned and planned the development of Flagler Village to allow mixed use projects with living, work and retail spaces combined and with on-street parking and sidewalks. Since 2003 there has been a boom of redevelopment in this area, which prior to 2003 was among the most underdeveloped districts in Fort Lauderdale. Numerous townhouses, apartment projects, and lofts have been constructed, with many of the developments along the primary roadways including ground floor retail and or offices.

Within the neighborhood, the Broward and Sunrise Boulevard corridors are primarily developed with retail uses including restaurants, small motels, auto dealerships and small shopping centers. Many of these buildings are of older construction and also slated for redevelopment. Land uses along Flagler Drive include a variety of industrial and low-grade commercial buildings.

In the area between N.W. 5th and N.W. 9th Avenues and between Sunrise and Sistrunk Boulevard is characterized as an older, gritty industrial district with many older warehouses on small sites.

Outside of the industrial pocket the surrounding residential areas include duplexes, triplexes, small apartment buildings and single-family residences. Many of these properties had been constructed in the 1950's and some have not been adequately maintained.

The subject lies within the Northwest (NW) Progresso Flagler Heights Community Redevelopment Area which is bordered by Sunrise Boulevard on the north, Broward Boulevard on the south, the City corporate limits on the west and Federal Highway on the east; except for the portion lying south of N.E. 4th Street and east of Andrews between Broward Boulevard and Federal Highway.



The purpose of the CRA is to eliminate slum and blight conditions to promote the rehabilitation, conservation and redevelopment as established in the Northwest Progresso Flagler Heights Redevelopment Plan.

The CRA's Northwest-Progresso-Flagler Heights area directs redevelopment activity in the district by providing targeted infrastructure improvements, assisting the private sector in property development, and providing business assistance and economic incentives to redevelop blighted commercial properties.

Over $15 million in roadway improvements, infrastructure, landscaping and lighting were completed in along Sistrunk Boulevard in 2012.

On the southeast corner of Sistrunk Boulevard and N.W. 7th Avenue is the Shoppes On Arts Avenue, a 35,190 square foot multi-tenant retail building that was completed in 2012. The center is anchored by Save-A-Lot, Family Dollar and a Bank of America branch. There are several bays that have remained vacant since completion.

Proposed, under construction or recently completed projects in the area include:

Sistrunk Market and Brewery: at 115 W. Sistrunk Boulevard, at the northeast corner of N.W. 2nd Avenue, just west of the railroad tracks. The developer has renovated the 23,000-square-foot warehouse into a food hall with vendors and kiosks, and Khoffner microbrewery, with a rooftop gathering place.

Six13 tower: Just west of the brewery, a $41.8 million mixed-use tower, Six13, has been built. In 2017, the city agreed to give a $7 million forgivable loan — the largest subsidy in the district's history — to Affiliated Development for the 11-story, 142-unit tower at 613 N.W. 3rd Avenue. Rents currently start at $1,721.

Residential complex: Entrepreneur Felipe Yalale and developer Flotz bought up nearly the entire block at the southwest corner of Sistrunk and N.W. 7th Avenue, and in October 2020 stated that they are planning a five-story mixed-use complex with 400 apartments, and 30,000 square feet of restaurants and retail. No updated information was provided.

Shops: At the northeast corner of Powerline Road and Sistrunk Boulevard, a developer is renovating 5,286 square feet of storefronts into The Provident Shoppes, at 610-618 N.W. 9th Avenue. Asking rent is $25/SF, NNN.

Retail/Offices: In the 900 block of Sistrunk, three buildings (22,407 SF) have been renovated into a space called The Pharmacy, which houses the headquarters for Florida Prime Acquisitions, the CRA, plus retail space. As of the date of this appraisal over 6,000 square feet of ground floor retail space is available at $25/SF, NNN.

YMCA: The city voted in 2017 to invest $10 million into building a new YMCA at 1409 W. Sistrunk Boulevard, where the old Mizell Center is located.

On the following pages are demographics in 1, 3 and 5 mile radius from the subject properties.

Three Land Properties
545 NW 7th Ter, Fort Lauderdale, Florida, 33311
Ring: 1 mile radius

Prepared by Esri
Latitude: 26.12936
Longitude: -80.15220

Summary	Census 2010	2021	2026
Population	21,691	27,512	34,051
Households	9,077	12,126	15,468
Families	4,334	5,213	6,303
Average Household Size	2.32	2.22	2.16
Owner Occupied Housing Units	2,345	2,181	2,282
Renter Occupied Housing Units	6,732	9,945	13,186
Median Age	32.5	34.7	35.1

Trends: 2021-2026 Annual Rate	Area	State	National
Population	4.36%	1.31%	0.71%
Households	4.99%	1.27%	0.71%
Families	3.87%	1.22%	0.64%
Owner HHs	0.91%	1.45%	0.91%
Median Household Income	4.34%	2.38%	2.41%

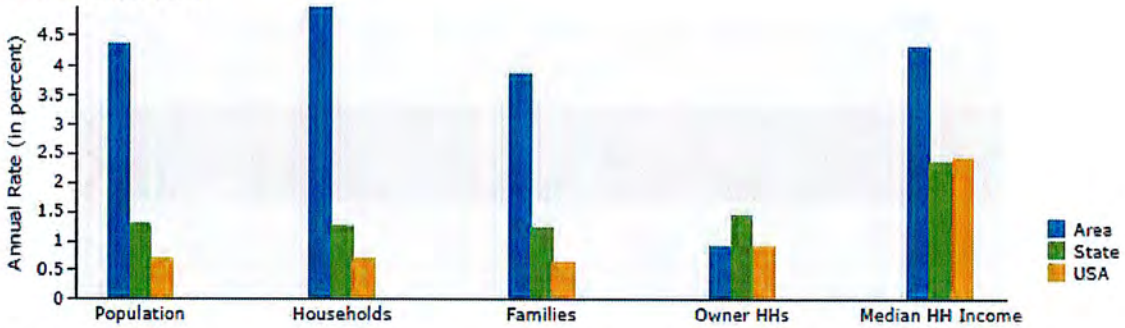
	2021		2026	
Households by Income	Number	Percent	Number	Percent
<$15,000	2,311	19.1%	2,285	14.8%
$15,000 - $24,999	1,211	10.0%	1,224	7.9%
$25,000 - $34,999	1,125	9.3%	1,204	7.8%
$35,000 - $49,999	1,555	12.8%	1,867	12.1%
$50,000 - $74,999	1,749	14.4%	2,422	15.7%
$75,000 - $99,999	1,083	8.9%	1,549	10.0%
$100,000 - $149,999	1,243	10.3%	1,939	12.5%
$150,000 - $199,999	862	7.1%	1,443	9.3%
$200,000+	987	8.1%	1,534	9.9%
Median Household Income	$48,257		$59,691	
Average Household Income	$82,534		$99,485	
Per Capita Income	$36,206		$44,789	

	Census 2010		2021		2026	
Population by Age	Number	Percent	Number	Percent	Number	Percent
0 - 4	1,668	7.7%	1,790	6.5%	2,206	6.5%
5 - 9	1,411	6.5%	1,664	6.0%	1,918	5.6%
10 - 14	1,252	5.8%	1,474	5.4%	1,679	4.9%
15 - 19	1,404	6.5%	1,386	5.0%	1,656	4.9%
20 - 24	1,886	8.7%	1,864	6.8%	2,454	7.2%
25 - 34	4,132	19.0%	5,735	20.8%	7,072	20.8%
35 - 44	2,869	13.2%	3,994	14.5%	5,287	15.5%
45 - 54	3,190	14.7%	3,167	11.5%	3,805	11.2%
55 - 64	2,262	10.4%	3,205	11.6%	3,488	10.2%
65 - 74	1,040	4.8%	2,129	7.7%	2,810	8.3%
75 - 84	427	2.0%	841	3.1%	1,308	3.8%
85+	152	0.7%	262	1.0%	369	1.1%

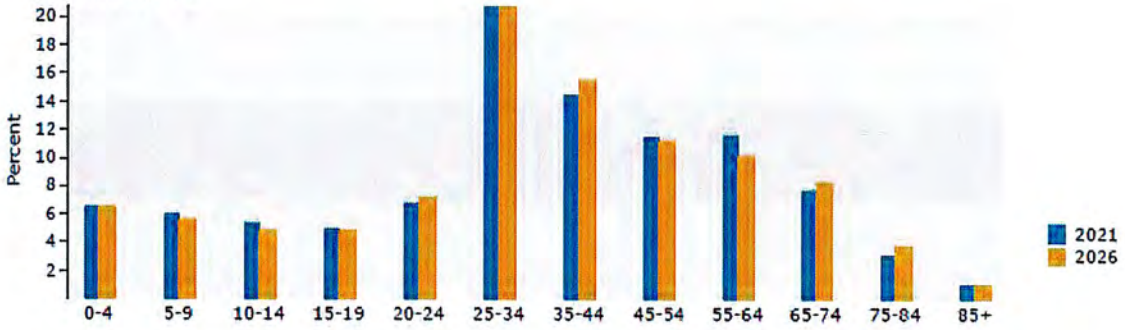
Three Land Properties
545 NW 7th Ter, Fort Lauderdale, Florida, 33311
Ring: 1 mile radius

Prepared by Esri
Latitude: 26.12936
Longitude: -80.15210

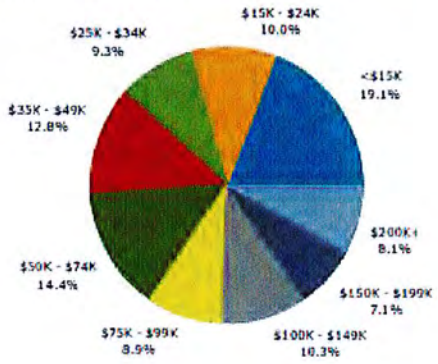
Trends 2021-2026



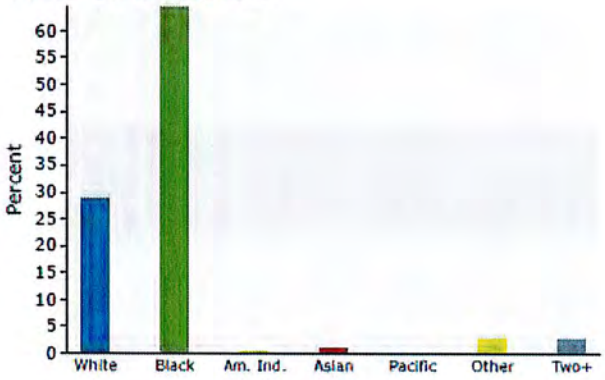
Population by Age



2021 Household Income



2021 Population by Race



2021 Percent Hispanic Origin:11.6%

Three Land Properties
545 NW 7th Ter, Fort Lauderdale, Florida, 33311
Ring: 3 mile radius

Prepared by Esri
Latitude: 26.12936
Longitude: -80.15220

Summary	Census 2010	2021	2026
Population	148,441	164,114	178,071
Households	63,672	71,154	77,751
Families	30,182	32,315	34,625
Average Household Size	2.28	2.26	2.24
Owner Occupied Housing Units	31,160	29,732	31,244
Renter Occupied Housing Units	32,512	41,422	46,507
Median Age	39.6	41.3	41.4

Trends: 2021-2026 Annual Rate	Area	State	National
Population	1.65%	1.31%	0.71%
Households	1.79%	1.27%	0.71%
Families	1.39%	1.22%	0.64%
Owner HHs	1.00%	1.45%	0.91%
Median Household Income	2.91%	2.38%	2.41%

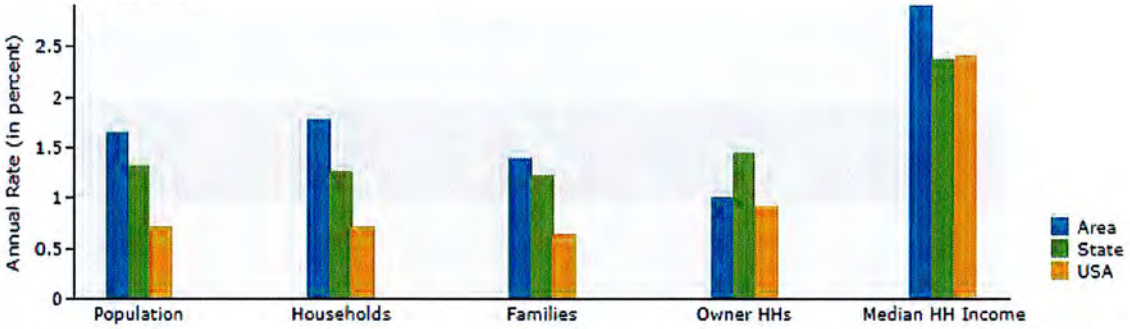
	2021		2026	
Households by Income	Number	Percent	Number	Percent
<$15,000	9,532	13.4%	8,479	10.9%
$15,000 - $24,999	6,077	8.5%	5,453	7.0%
$25,000 - $34,999	6,332	8.9%	6,108	7.9%
$35,000 - $49,999	9,278	13.0%	9,523	12.2%
$50,000 - $74,999	11,895	16.7%	13,042	16.8%
$75,000 - $99,999	7,717	10.8%	8,746	11.2%
$100,000 - $149,999	8,936	12.6%	11,346	14.6%
$150,000 - $199,999	4,374	6.1%	6,169	7.9%
$200,000+	7,012	9.9%	8,886	11.4%
Median Household Income	$57,083		$65,887	
Average Household Income	$91,665		$106,016	
Per Capita Income	$39,834		$46,373	

	Census 2010		2021		2026	
Population by Age	Number	Percent	Number	Percent	Number	Percent
0 - 4	8,637	5.8%	8,408	5.1%	9,355	5.3%
5 - 9	7,587	5.1%	8,203	5.0%	8,569	4.8%
10 - 14	7,570	5.1%	7,918	4.8%	8,332	4.7%
15 - 19	8,455	5.7%	7,661	4.7%	8,271	4.6%
20 - 24	9,915	6.7%	9,545	5.8%	10,736	6.0%
25 - 34	22,688	15.3%	25,698	15.7%	27,395	15.4%
35 - 44	21,557	14.5%	22,373	13.6%	25,202	14.2%
45 - 54	24,944	16.8%	22,131	13.5%	22,096	12.4%
55 - 64	19,053	12.8%	23,843	14.5%	23,874	13.4%
65 - 74	10,445	7.0%	17,436	10.6%	20,260	11.4%
75 - 84	5,485	3.7%	8,017	4.9%	10,594	5.9%
85+	2,106	1.4%	2,880	1.8%	3,387	1.9%

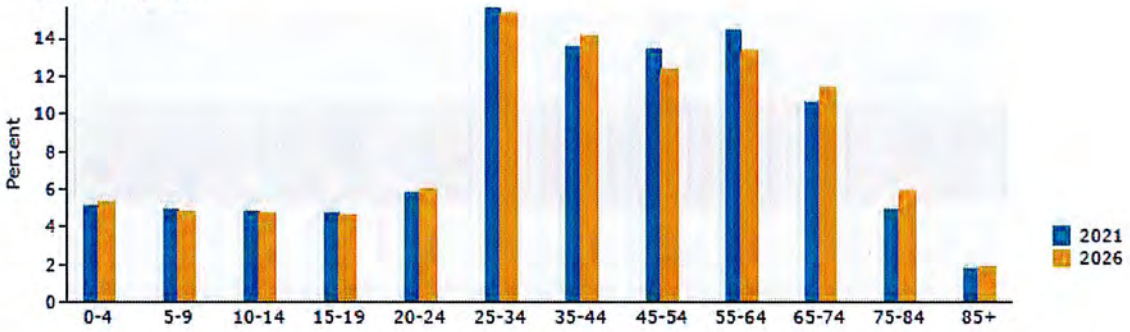
Three Land Properties
545 NW 7th Ter, Fort Lauderdale, Florida, 33311
Ring: 3 mile radius

Prepared by Esri
Latitude: 26.12936
Longitude: -80.15220

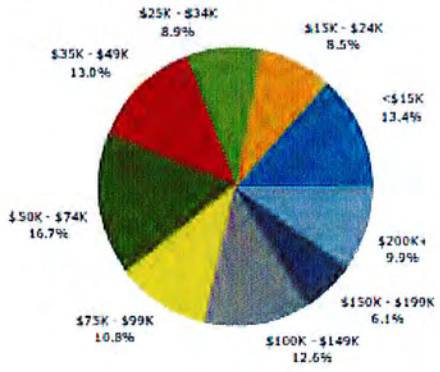
Trends 2021-2026



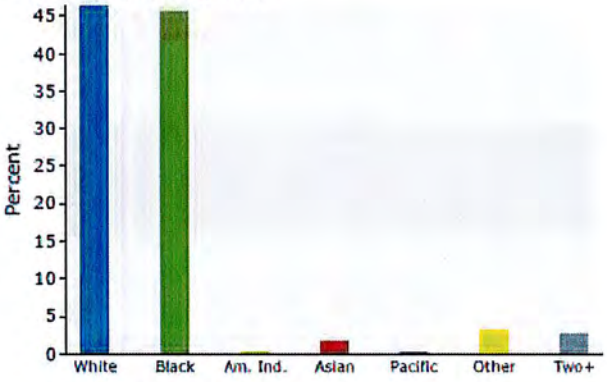
Population by Age



2021 Household Income



2021 Population by Race



2021 Percent Hispanic Origin:17.1%

Three Land Properties
545 NW 7th Ter, Fort Lauderdale, Florida, 33311
Ring: 5 mile radius

Prepared by Esri
Latitude: 26.12936
Longitude: -80.15220

Summary	Census 2010	2021	2026
Population	310,422	335,452	355,765
Households	128,891	139,177	147,795
Families	68,531	71,903	75,458
Average Household Size	2.37	2.38	2.38
Owner Occupied Housing Units	71,649	68,895	71,778
Renter Occupied Housing Units	57,242	70,282	76,017
Median Age	39.8	41.6	41.7

Trends: 2021-2026 Annual Rate	Area	State	National
Population	1.18%	1.31%	0.71%
Households	1.21%	1.27%	0.71%
Families	0.97%	1.22%	0.64%
Owner HHs	0.82%	1.45%	0.91%
Median Household Income	2.50%	2.38%	2.41%

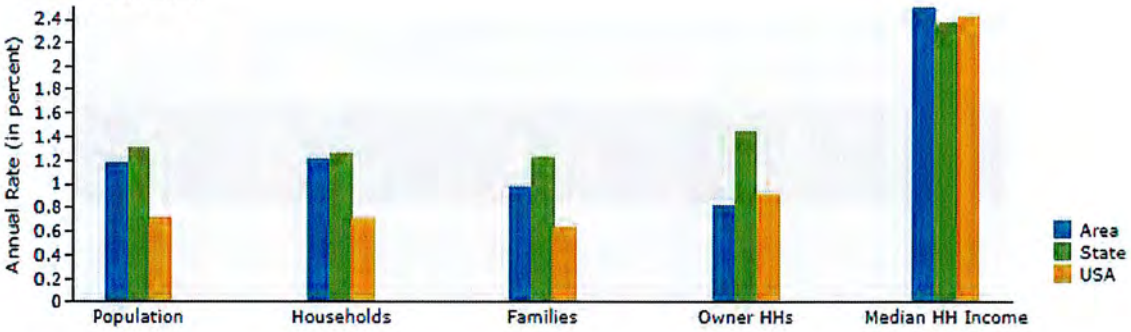
	2021		2026	
Households by Income	Number	Percent	Number	Percent
<$15,000	17,835	12.8%	15,717	10.6%
$15,000 - $24,999	13,169	9.5%	11,805	8.0%
$25,000 - $34,999	13,694	9.8%	12,963	8.8%
$35,000 - $49,999	19,624	14.1%	19,535	13.2%
$50,000 - $74,999	24,459	17.6%	26,045	17.6%
$75,000 - $99,999	14,646	10.5%	16,488	11.2%
$100,000 - $149,999	16,153	11.6%	20,121	13.6%
$150,000 - $199,999	7,763	5.6%	10,622	7.2%
$200,000+	11,835	8.5%	14,499	9.8%
Median Household Income	$53,882		$60,962	
Average Household Income	$85,619		$98,434	
Per Capita Income	$35,589		$40,956	

	Census 2010		2021		2026	
Population by Age	Number	Percent	Number	Percent	Number	Percent
0 - 4	18,884	6.1%	17,921	5.3%	19,423	5.5%
5 - 9	16,752	5.4%	17,788	5.3%	18,265	5.1%
10 - 14	17,115	5.5%	17,719	5.3%	18,326	5.2%
15 - 19	18,518	6.0%	16,499	4.9%	17,906	5.0%
20 - 24	20,244	6.5%	19,420	5.8%	20,598	5.8%
25 - 34	43,939	14.2%	49,218	14.7%	50,640	14.2%
35 - 44	43,512	14.0%	43,211	12.9%	48,060	13.5%
45 - 54	50,395	16.2%	43,380	12.9%	42,522	12.0%
55 - 64	39,475	12.7%	48,639	14.5%	47,457	13.3%
65 - 74	23,264	7.5%	37,088	11.1%	42,063	11.8%
75 - 84	13,060	4.2%	17,880	5.3%	22,998	6.5%
85+	5,264	1.7%	6,689	2.0%	7,505	2.1%

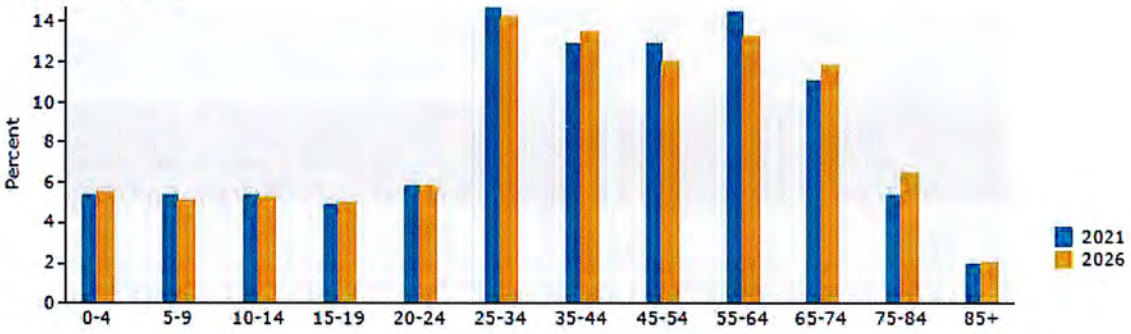
Three Land Properties
545 NW 7th Ter, Fort Lauderdale, Florida, 33311
Ring: 5 mile radius

Prepared by Esri
Latitude: 26.12936
Longitude: -80.15220

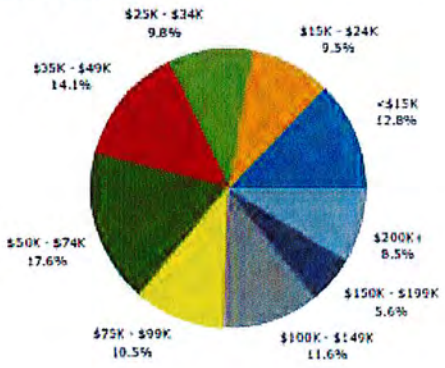
Trends 2021-2026



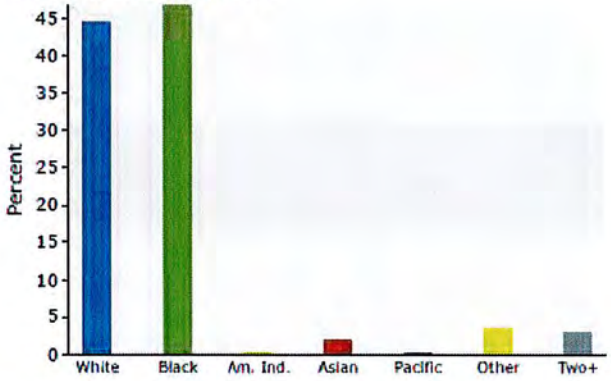
Population by Age



2021 Household Income



2021 Population by Race



2021 Percent Hispanic Origin:19.1%



Summary

The subject property is within a redeveloping residential and commercial submarket emanating from the downtown Fort Lauderdale central business district and extending along the N. Federal Highway, E. Sunrise Boulevard and Broward Boulevard corridors. Most of the recent redevelopment along Sistrunk Boulevard has been in the eastern portion of the neighborhood, near Andrews Avenue, but there are several revitalization projects proposed in the western portion near I-95. In addition, owners of retail and retail/office properties located at the northeast, northwest and southwest corners of Powerline Road and Sistrunk Boulevard, have renovated or are in the process of renovating older properties.

Accordingly, the subject properties' locations along (or just south) of Sistrunk Boulevard and east of Powerline Road should ultimately benefit from the changes occurring in the eastern portions of the neighborhood.

The neighborhood's proximity to downtown, the nearby arts center, and cultural assets are positives. In addition there is new development emerging around the Brightline passenger train station on N.W. 2nd Avenue between Broward Boulevard and N.W. 4th Street, which also positively affects the neighborhood.

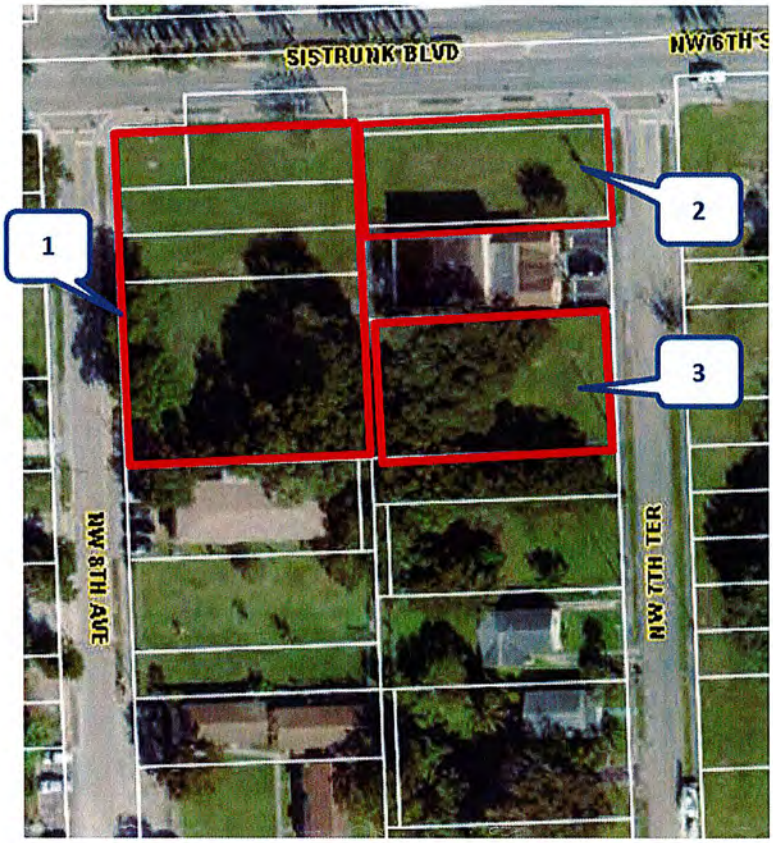
The location of the neighborhood together with prospects for continued demand suggests that the long term prospects for the neighborhood are favorable. Overall, the characteristics of the subject's immediate submarket are considered to be supportive for commercial and residential properties. Demand in particular for residential properties and residentially zoned land have resulted in strong increases in market values for residential uses and we would expect property values to remain stable or trend upwards.

Site Description

We were provided surveys for the subject properties and the sizes are based on the surveys.

Site Size, Shape, Topography and Street Frontage

Site Description	Site One	Site Two	Site Three
Location	SE < Sistrunk & NW 8 Ave	SW < Sistrunk & NW 7 Terr	W side of Nw 7 Terr, @ 100' S of Sistrunk
Land Area - SF	24,778	7,550	10,125
Area - Acres	0.5688	0.1733	0.2324
Shape	Rectangular	Rectangular	Rectangular
Topography	Level at grade	Level at grade	Level at grade
Street Frontages			
Sistrunk (NW 6 St)	125'	135'	---
NW 8 Ave	174'	---	---
NW 7 Terr	---	59'	75'



***Site One** (facing east from N.W. 8th Avenue)*



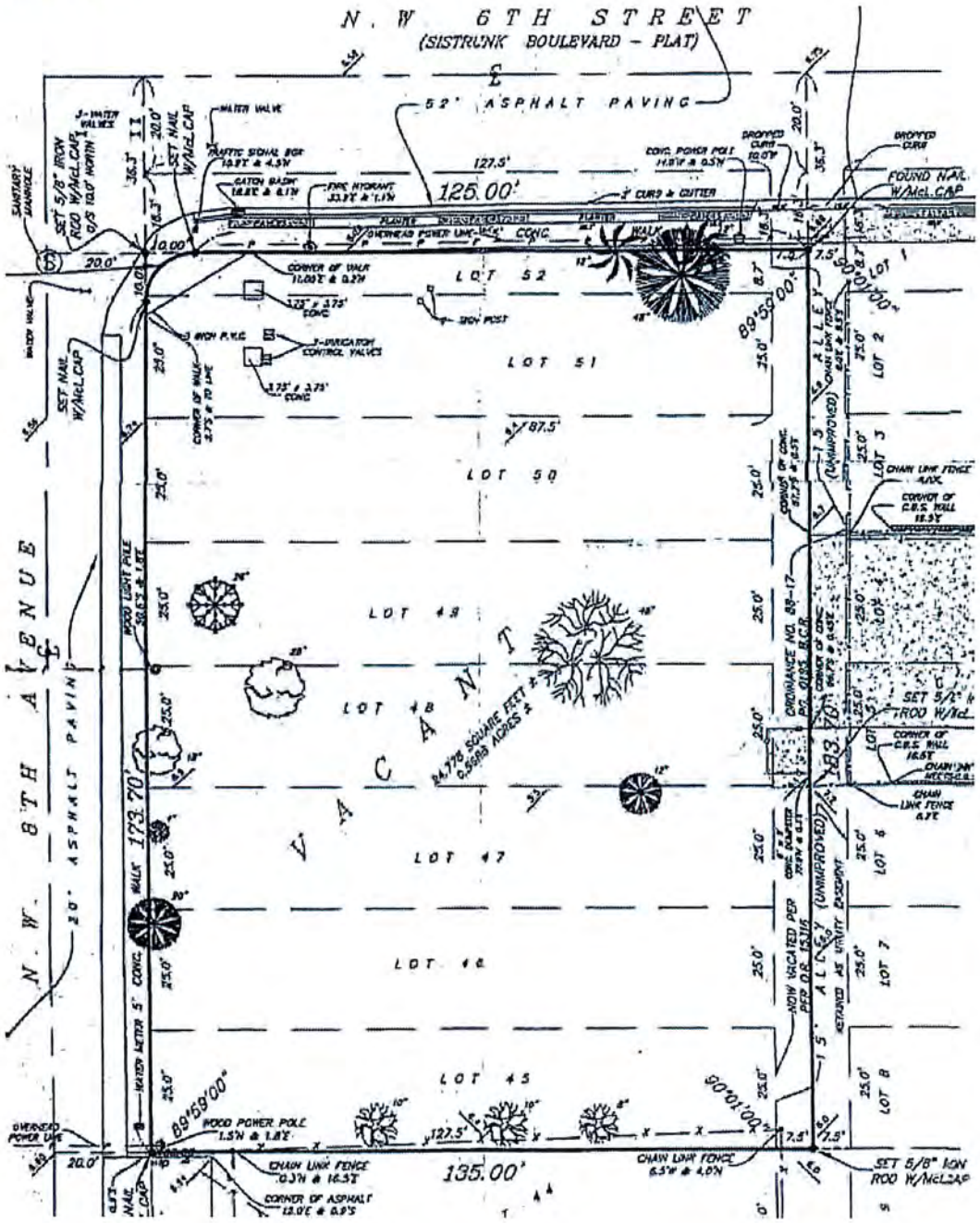
***Site Two** (facing west from N.W. 7th Terrace)*



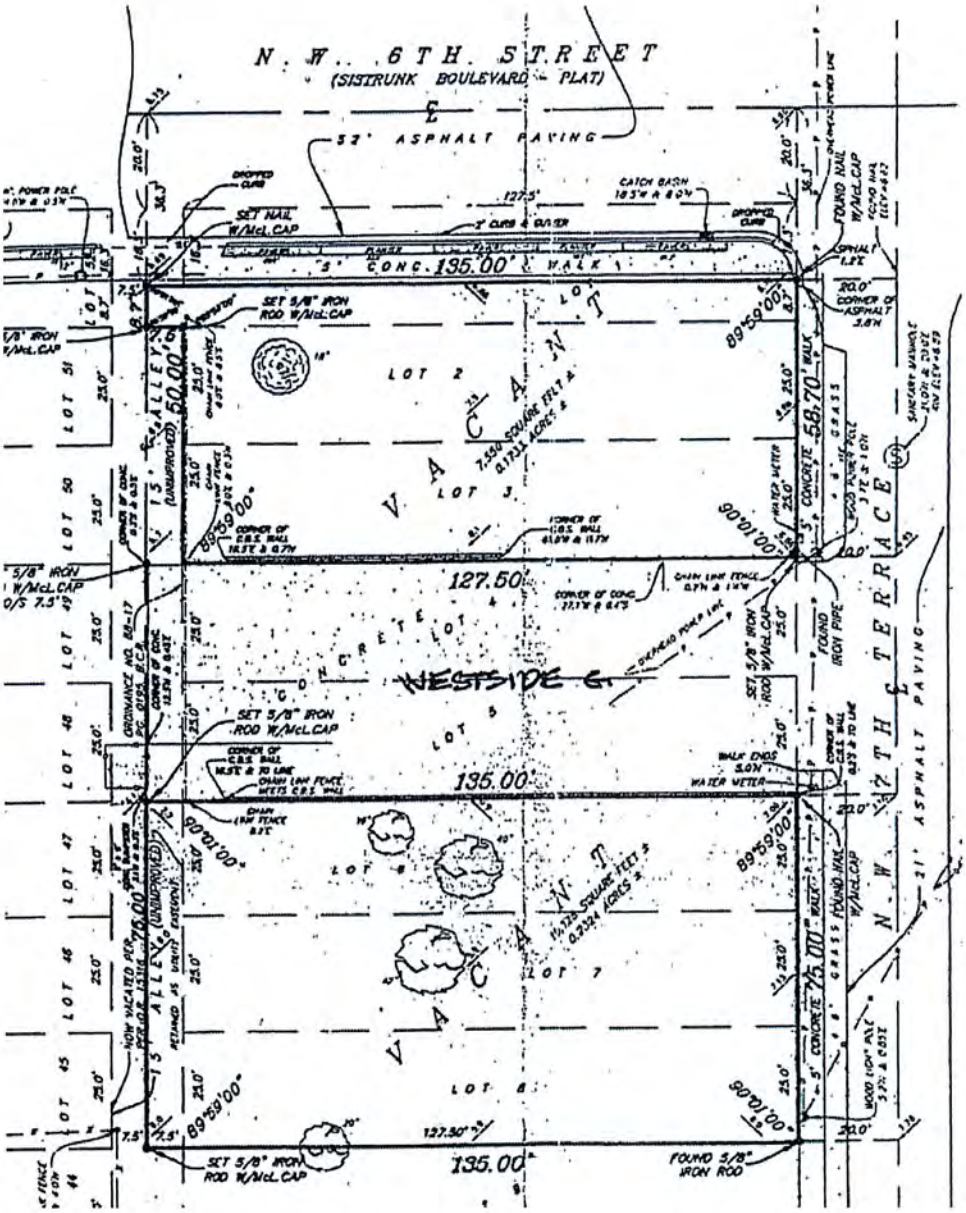
***Site Three** (facing west from N.W. 7th Terrace)*



Site One Survey



Sites Two & Three Survey



Utilities

Water and sewer are provided by the city of Fort Lauderdale and electric by Florida Power and Light.

Subsoil Conditions

We have assumed site conditions are adequate to permit construction using conventional construction techniques and we assume no responsibility for hidden or unapparent soil conditions.

Access to the Site

The subject sites have frontage along various roads including Sistrunk Boulevard (N.W. 6th Street), N.W. 8th Avenue and N.W. 7th Terrace.

Easements and Encroachments

Easements noted on the surveys include:

- Site 3: 7.5' wide utility easement along west property line.

It is an assumption of this report that any easements or encroachments that may exist do not adversely affect the use or market value of the subject properties.

Environmental Hazards

We were not provided a Phase I Environmental Site Assessment. Our appraisal assumes that the properties are free and clear of any adverse environmental conditions.

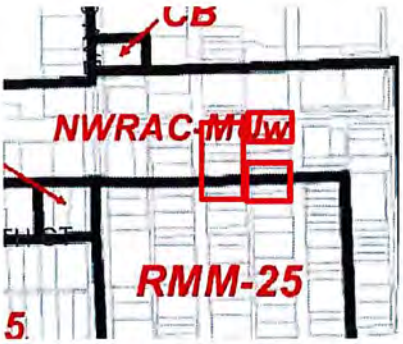
Flood Zone

Address (from parcels)	NW 6TH ST
FEMA Data Source	DFIRM - Digital Flood Information Rate Map
Inside Special Flood Hazard Area?	OUTSIDE SPECIAL FLOOD HAZARD AREA INSIDE SPECIAL FLOOD HAZARD AREA
Risk Level	MODERATE RISK AREAS HIGH RISK AREAS
Flood Zone(s)	X500 AH
Description(s)	X500 = 500-YEAR FLOODPLAIN AH = 100-YEAR FLOODPLAIN
Base Flood Elevation	-9999.000000000 6.000000000
NFIP Community Name	CITY OF FORT LAUDERDALE
County	BROWARD
State	Florida
NFIP Community Number	125105
NFIP Map Number or Community Panel Number	12011C0369H
Inside CBRA?	FALSE
CBRA Type	N/A
Map Panel Effective Date	8/18/2014
LOMA/LOMR (yes/no)	UNKNOWN - check map
LOMA/LOMR Date	UNKNOWN - check map



Zoning

The subject sites are zoned NWRAC-MUw, Northwest Regional Activity Center Mixed Use West and RMM-25, Residential Mid Rise Multifamily/ Medium High Density District.



Zoning		
Site One	**Site Two**	**Site Three**
SE < Sistrunk & NW 8 Ave NWRAC-MUw RMM-25	SW < Sistrunk & NW 7 Terr NWRAC-MUw	W side of Nw 7 Terr, @ 100' S of Sistrunk NWRAC-MUw RMM-25

Northwest Regional Activity Center (NWRAC). This land use designation applies to the geographical area containing a mixture of small to medium scale businesses, cultural and residential uses. The purpose is to foster an active pedestrian friendly environment while maintaining the established historic and eclectic atmosphere and cultural diversity of the area through long-term sustainable redevelopment and adaptive reuse.

NWRAC-MU Northwest Regional Activity Center Mixed Use is intended to promote and enhance the existing commercial and residential character of the main corridors of the NWRAC by providing a wide range of employment, shopping, services, cultural and residential opportunities through allowing a mix of residential and non-residential uses. These areas include higher densities along the corridors transitioning to the lower densities and intensities of the surrounding zoning districts subject to adopted regulations.

Lot Size: None

Lot Width: None

FAR: None

Density: None

Max Height: 45', though up to 65 feet when approved by the city commission in accordance with the performance standards. 45' max when abutting residential properties.

Front Setback: 15' if contiguous to a residential property

Side: 20'

Rear: 25'

RMM-25 district is intended for mid-rise multifamily residences and tourist accommodations. The RMM-25 district has a maximum density of twenty-five (25) dwelling units per net acre and a maximum density of thirty (30) hotel/motel or nursing home rooms per net acre, which is consistent with the residential medium high category of the city's comprehensive plan. Parcels so designated shall serve as a transition from medium high density multifamily housing and hotel development to single family and midrise multifamily residential neighborhoods and shall be located in proximity to arterial or collector streets or adjacent or near to commercial shopping and office facilities or services.

Lot Size:	5,000 square feet (residential), 10,000 square feet (hotel and other uses)
Lot Width:	40' (zero lot) 50' (other residential/hotel), 100' (other uses)
FAR:	None
Density:	None
Max Height:	35' (residential), 55' (hotel and other uses)
Front Setback:	25'
Side:	10' to 20'
Rear:	15' to 20'

Tax Assessment Data

The Broward County Property Appraiser establishes assessments for the County and cities within its jurisdiction. Florida statutes require that all real property be assessed at "full cash value", however, depending on the area assessed values sometimes lag the market. Properties are assessed as of January 1st of the respective year. The cited tax amount is entitled to a 4% reduction if paid in November. This discount then reduces at a rate of 1% per month through March, at which time the total tax becomes due and payable.

The 2021 assessments and taxes are shown below. The sites are owned by the Fort Lauderdale CRA and are exempt from real estate taxes.

2021 Real Estate Assessments	
Folio	**Assessment**
Site One	
5042-03-01-1890	$46,220
5042-03-01-1880	$23,760
5042-03-01-1870	$33,760
5042-03-01-1860	$33,740
5042-03-01-1850	$135,000
	$272,480
Site Two	
5042-03-01-1600	$550
5042-03-01-1610	$121,500
	$122,050
Site Three	
5042-03-01-1630	$70,880

The assessments for the sites are well below our market value opinions. If the properties were to sell it is highly likely that the Property Appraiser would reassess the properties at approximately 90% of the recorded sale price.

Owner of Record

As per the Broward County Property Appraiser's office, the owner of record and mailing address is:

Fort Lauderdale Community Redevelopment Agency
100 N. Andrews Avenue
Fort Lauderdale, FL 33301-1016

Present Use of the Property

The subject sites are vacant and unimproved.

History of the Subject Property

According to the public records, there have been no title transfers involving the subject properties over the last five years. We are not aware of any listings or contracts for sale involving the subject properties.

Market Study

Competitive Market Overview

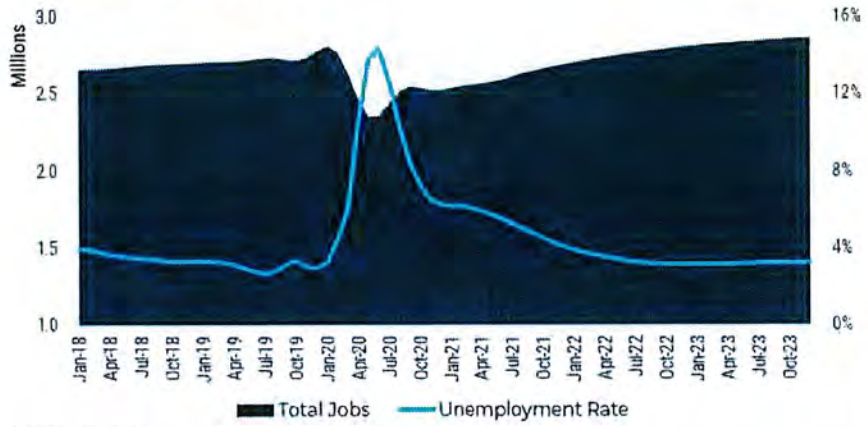
The following discussion provides an overview of the overall economic conditions of the residential and commercial markets in Broward County and the subject's market area. We have relied on various quarterly housing reports, CoStar and our own research for the Macro and Micro Analysis.

South Florida Apartment Market Overview

The Berkadia 2Q 2021 South Florida multi-family report, Approximately 95,900 jobs were created or restored in South Florida's leisure and hospitality sector in the 12 months ending in June 2021. Much of this recovery can be attributed to pandemic-related restrictions that were lifted from restaurants and services businesses in Florida in September 2020, far earlier than other states. Overall, employment grew 9.9% since mid-2020, reflecting the addition of 234,500 workers.

In the metro's largest employment sector -trade, transportation, and utilities -staffing levels rose with the addition of 44,200 workers, an 8.2% annual increase. By creating and restoring high-wage jobs, businesses in the white-collar sectors - professional and business services, financial activities, and information - contributed significantly to the metro area's recovery. In the last 12 months, these businesses added 46,800 positions to their payrolls. This year, the financial activities sector will be boosted by NewDay Financial LLC's addition of 600 workers at a new, East Coast regional office in West Palm Beach.

EMPLOYMENT TRENDS



SOURCE MOODY'S ANALYTICS

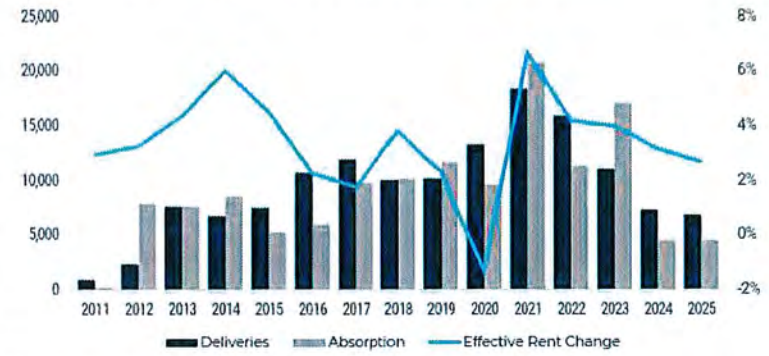
Additionally, Project Maple will bring a Canadian finance company's headquarters to Miami and by 2028, hire 450 workers earning an average of $200,000 annually. In another corporate move, the cryptocurrency company Blockchain.com will relocate its headquarters from New York City to Miami this year. Over the next few years, Blockchain will hire 300 employees at its new Miami headquarters.

Builders delivered 8,553 apartments in South Florida in the first six months of 2021. Multifamily developers, responding to healthy apartment demand in the last five years in the adjoining Downtown Miami/South Beach and Coral Gables/South Miami submarkets, continued adding new apartment stock in these areas.

In the first half of 2021, deliveries in the two submarkets represented more than one-quarter of the new apartment stock in the metro area. Metrowide, net absorption surged to 10,028 units in the second quarter of 2021, accounting for nearly two-thirds of net absorption in the first half of this year. This activity was driven by 4,855 new apartments in the quarter, pent-up apartment demand, perpetually rising home prices, and sustained job growth. In the last half of 2021, construction is expected to culminate on more than 40 apartment communities underway in the metro area, contributing significantly to the delivery of 9,774 apartments by year-end.

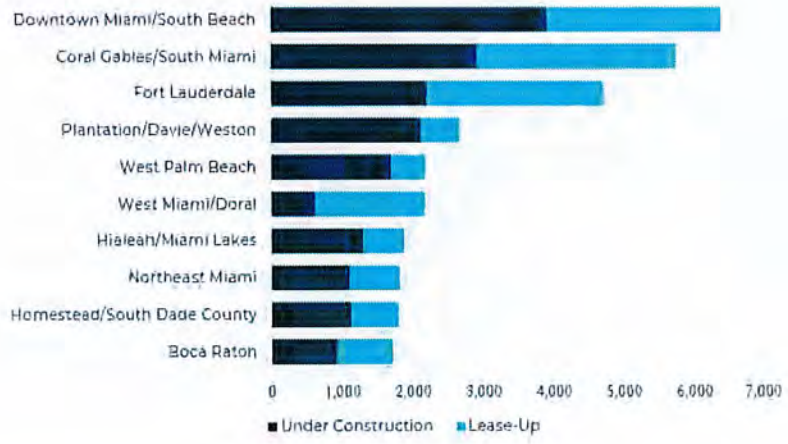
Multifamily developers have 263 apartment communities in various stages of planning. Of these, 56 multifamily developments could break ground within the next four quarters. These properties represent a total of more than 17,300 apartment units. More than one-third of this new inventory is planned for the coastal Downtown Miami/South Beach, North Central Miami, and Coral Gables/South Miami submarkets.

DELIVERIES, ABSORPTION, & EFFECTIVE RENT CHANGE



SOURCE: REALPAGE

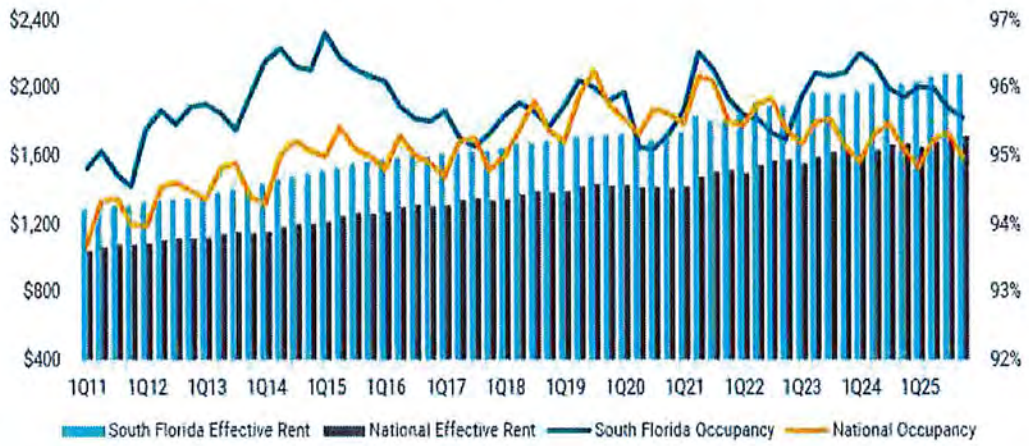
TOP 10 SUBMARKET PIPELINES



Apartment occupancy in South Florida averaged 96.5% in the second quarter of this year, while average effective rent reached $1,831 per month. Both measurements of multifamily health notched significant year-over-year gains. Most of these increases, however, occurred during the second quarter of 2021. The continually improving economy fostered net absorption of over 10,000 apartment units in the second quarter, which vaulted rent growth 5.3% and occupancy 80 basis points quarter over quarter. On a quarterly basis, rent growth and occupancy gains in the trendy Downtown Miami/South Beach and Fort Lauderdale submarkets outpaced the metro area. The Downtown Miami/South Beach submarket had 6.4% rent growth and a 150-basis-point increase in occupancy since the first quarter of 2021. In the Fort Lauderdale submarket, quarterly rent appreciation of 6.3% was recorded along with a 160-basis-point rise in occupancy.

Looking forward, apartment occupancy is forecast to decrease to the low-95% range by year-end 2022. The projected reduction in occupancy will be fueled largely by a supply imbalance resulting from more than 15,800 deliveries in 2022. A commensurate slowdown in rent growth is also anticipated. Annual rent growth in 2022 is expected to subside to around 4% and to the 2%- to 4%-range in subsequent years, in line with annual rent appreciation in the years preceding the pandemic.

SOUTH FLORIDA VS. NATIONAL EFFECTIVE RENT & OCCUPANCY



SOURCE REALPAGE

Current occupancy and average rents for the various submarkets in South Florida are summarized below.

SUBMARKET PERFORMANCE

SUBMARKET NAME	2Q21 OCCUPANCY	YOY (BPS)	2Q21 EFFECTIVE RENT	YOY
Boca Raton	96.0%	280	$2,121	11.0%
Boynton Beach/Delray Beach	97.4%	320	$1,845	12.0%
Coral Gables/South Miami	94.8%	90	$1,989	3.1%
Coral Springs	97.3%	190	$1,829	11.0%
Downtown Miami/South Beach	95.9%	60	$2,292	4.6%
Fort Lauderdale	95.6%	190	$2,091	5.9%
Hialeah/Miami Lakes	98.1%	40	$1,598	4.6%
Hollywood	96.7%	200	$1,677	6.4%
Homestead/South Dade County	96.6%	-70	$1,380	6.0%
Lake Worth/Greenacres/Wellington	97.5%	190	$1,560	10.7%
Margate/Coconut Creek/North Lauderdale	96.1%	70	$1,706	11.9%
Miami Gardens	95.2%	40	$1,483	5.6%
North Central Miami	97.9%	80	$1,386	8.0%
North Palm Beach County	97.1%	260	$1,961	15.1%
Northeast Miami	97.7%	290	$1,768	9.4%
Pembroke Pines/Miramar	96.7%	80	$1,884	10.8%
Plantation/Davie/Weston	96.8%	140	$1,855	11.1%
Pompano Beach/Deerfield Beach	97.6%	110	$1,610	7.4%
Sunrise/Lauderhill	96.4%	90	$1,578	9.2%
West Miami/Doral	95.6%	260	$1,969	7.2%
West Palm Beach	96.1%	120	$1,770	11.7%
Westchester/Kendall	97.0%	80	$1,632	6.7%

Macro Retail Overview

As per current data prepared by CoStar, the Broward County retail market has been hit hard by the coronavirus pandemic, which mandated the closures of shops, restaurants, gyms and other retailers for months. Temporary closures have turned permanent for many retailers, pulling net absorption negative in many recent quarters. Vacancies have held around a five-year high of 5% after rising in 11 of the previous 14 quarters. The pandemic also comes at a time of heightened development in Fort Lauderdale, which will continue to put upward pressure on vacancies in the near term. There is about 500,000 SF under construction which is due to complete over the coming six months. Construction starts have slowed, though not completely stopped, during the pandemic so the pipeline is set to cool significantly following the forthcoming deliveries.

After slowing for four years, annual rent growth has recently increased but remains below 1%. Even so, the market has held up well compared to other high-rent retail markets nationally.

The subject is in the Fort Lauderdale submarket. The tables below show all retail stats as well as General Retail stats (General Retail is comprised of freestanding retail buildings that are not located in a center).

Retail vacancies have compressed slightly in 2021 but have mainly been on an upward path in Fort Lauderdale for the past four years, with increases accelerating with the coronavirus pandemic. Many retailers were told to close temporarily in March 2020, when the virus was declared a pandemic, and in the months that followed, many of those closures turned permanent. This has translated to net negative retail absorption in three of the past five quarters, which has pushed the metro's vacancy rate up about 60 basis points since the start of 2020.

The rate around 5% is near five-year highs and in line with the National Index. Gyms have been hit hard by the pandemic, and 24 Hour Fitness filed for bankruptcy at the end of 20Q2. After closing during the lockdowns, six South Florida branches were permanently shuttered in 20Q3, including one in Pembroke Pines. The pandemic delivered the final blow to some department stores, which had already been faltering over the past decade with the increase in online shopping. Neiman Marcus closed two South Florida stores in September, following its bankruptcy filing in May. The shops, in Palm Beach and at the Galleria at Fort Lauderdale, were among four department stores and 17 outlets that have been closed nationwide.

The virus and subsequent lockdowns interrupted retail leasing activity in the metro. Little leasing occurred in April and May 2020, but activity has been gradually coming back in the subsequent quarters. Leasing volume hit a 10-year low in 20Q2 but rebounded to a nearly three-year high in 20Q3, boosted by a particularly strong September. By far the largest deal that month was City Furniture's deal to backfill a 115,000-SF former Kmart location at Oakwood Plaza in Hollywood. Volume climbed even higher in 21Q1, to a four-and-a-half-year high and remained higher than the five-year average in 21Q2.

Looking forward, the continued economic uncertainty given the ongoing pandemic as well as near-term supply-side pressure will likely continue to push vacancies over the next year. There is more than 400,000 SF under construction due to deliver in the coming quarters.

Micro Analysis

The subject properties (Sites 1 & 2) have flexible zoning permitting multi-family residential and/or a variety of commercial uses and Site 3 permits multi-family development. They are located in an area undergoing redevelopment. The marketability of the subject properties, relative to other competing sites is considered good based on the following issues:

(+) Proximity to the Fort Lauderdale downtown.

(+) Diminishing supply of buildable land is creating upward price trends.

(+) Area is planned to eventually be redeveloped with mixed use commercial and residential properties.

Characteristics of the subject project, which may detract from its overall appeal and marketability, include:

(-) Location in an area with blighted or older low grade commercial or industrial properties.

(-) Sites 2 and 3 are relatively small which limits site plans. Though either or both sites could possibly be assembled with Site 1 if an alley dividing the sites is (or could be) abandoned.

Highest and Best Use

The following definition of Highest and Best Use is utilized in our report:

The reasonably probable and legal use of vacant land or an improved property, which is physically possible, appropriately supported, financially feasible, and that results in the highest value. The four criteria the highest and best use must meet are:

- legal permissibility
- physical possibility
- financial feasibility
- maximum profitability

The site contains square feet and is zoned I, Industrial.

Highest and Best Use As If Vacant

The site is accessible from several primary traffic arteries within the area and is of adequate size and shape to support commercial development.

Physically Possible: The subject sites are relatively small, containing between 7,550 square feet to 24,778 square feet. Sites 1 (24,778 square feet) and 2 (7,550 square feet) are corner sites along the south side of Sistrunk Boulevard. The sizes of these sites can accommodate a variety of smaller commercial or residential uses. Sites 1 and 2 and 1 and 3 are separated by an alley that may have been vacated; if so either 1 and 2 or 1 and 3 could possibly be assembled, but would have an irregular configuration.

Site 3 (10,125 square feet) is an interior site along a two-lane residential street. This site could accommodate smaller multi-family uses.

Neighborhood and community access is considered good with all off-site infrastructure in-place, including traffic signals, sidewalks, storm water drainage and utilities.

Legally Permissible: The subject properties are platted and located in the Historic Sistrunk neighborhood within the Northwest Regional Activity Center (NWRAC), in the city of Fort Lauderdale. Sites 1 and 2 are primarily zoned NWRAC-MUw, which encourages a mix of commercial and residential uses. Site 3 is zoned RMM-25, which permits densities of up to 25 units per acre.

Feasibility and Maximum Productivity: In general, the majority of recent new retail development in the Broward County market were either single tenant "build-to-suit" deals, pre-leased power centers, or supermarket anchored shopping centers with substantial pre-leasing secured and credit anchor tenants occupying at least 40% to 60% of the space.

The subject is located within an established residential and retail district that is undergoing redevelopment, with local government support and incentives. As indicated in the Market Study section of this report, demand for residential properties in the area is good. Most of the recently constructed and or renovated retail properties along Sistrunk Boulevard still report numerous vacancies, indicating that currently there is not sufficient demand for new retail construction in the immediate area.

The specific location of the subject sites is suitable for the development of multifamily dwellings, particularly rental apartments. Considering current residential market conditions, the most productive use of all three sites is for development with either 'for sale' or 'for rent' multifamily housing in accordance with zoning and targeted to 'work-force' housing.

A multi-storied mixed use, commercial and residential project might be feasible on Site 1. However, providing sufficient parking for both a retail or restaurant use (which requires a high parking ratio) and a residential component would limit the potential size of the retail component.

Based on our analysis, the highest and best use for all three sites individually is for multi-family development, with the potential to add a small retail component on Site 1 or Site 2 (if assembled).

Valuation

Appraisal Process

We have utilized the Sales Comparison Approach to estimate the fee simple market value of the underlying land. The Sales Comparison Approach is the analysis of properties that have sold recently and are compared to the subject property. The comparison is applied to the unique characteristics that cause real estate prices to vary. These characteristics may include but are not limited to the date of sale, location, age and quality of construction, size, condition, and the ability to produce investment income.

In applying the Sales Comparison Approach, an appraiser follows a systematic procedure, adjusting each comparable sale to the subject property to compute a value of the subject property. The steps of the procedure are as follows:

1. Research of the market to obtain information about transactions, listings, and other offerings of properties similar to the subject property.

2. Verify the information by considering whether the:

   a) data obtained is factually accurate
   b) transactions reflect arm's-length market considerations

3. Determine relevant units of comparison (e.g., price per square foot correlated with the net operating income per square foot) and develop a comparative analysis for each unit.

4. Compare the subject and comparable sales according to the elements of comparison and adjust the sale price of each comparable as appropriate or eliminate the property as a comparable.

5. Reconcile the multiple value indications that result from the comparables into a single value indication.

Subject Sites 1 and 2 have frontage along Sistrunk Boulevard, while Site 3 is located along a minor two-lane street. As noted, the Highest and Best Use of all three sites individually is multi-family residential, with the potential for small retail component on Site 1.

Our research concentrated on smaller sites located in the in the area or in similar submarkets, with comparable zoning, that were recently sold.

Comparable Sales

Five closed sales and one listing of vacant sites with similar zoning to that of the subject sites were found that were considered suitable for comparison purposes. Four of the closed sales and the listing are located in the subject's neighborhood. One sale (*Land Sale 5*) is a B-1 zoned site located along Commercial Boulevard in an area with similar surrounding demographics.

All six comparables will be utilized to value Sites 1 & 2 while *Land Sales 1, 2 & 3* will be used to value Site 3.

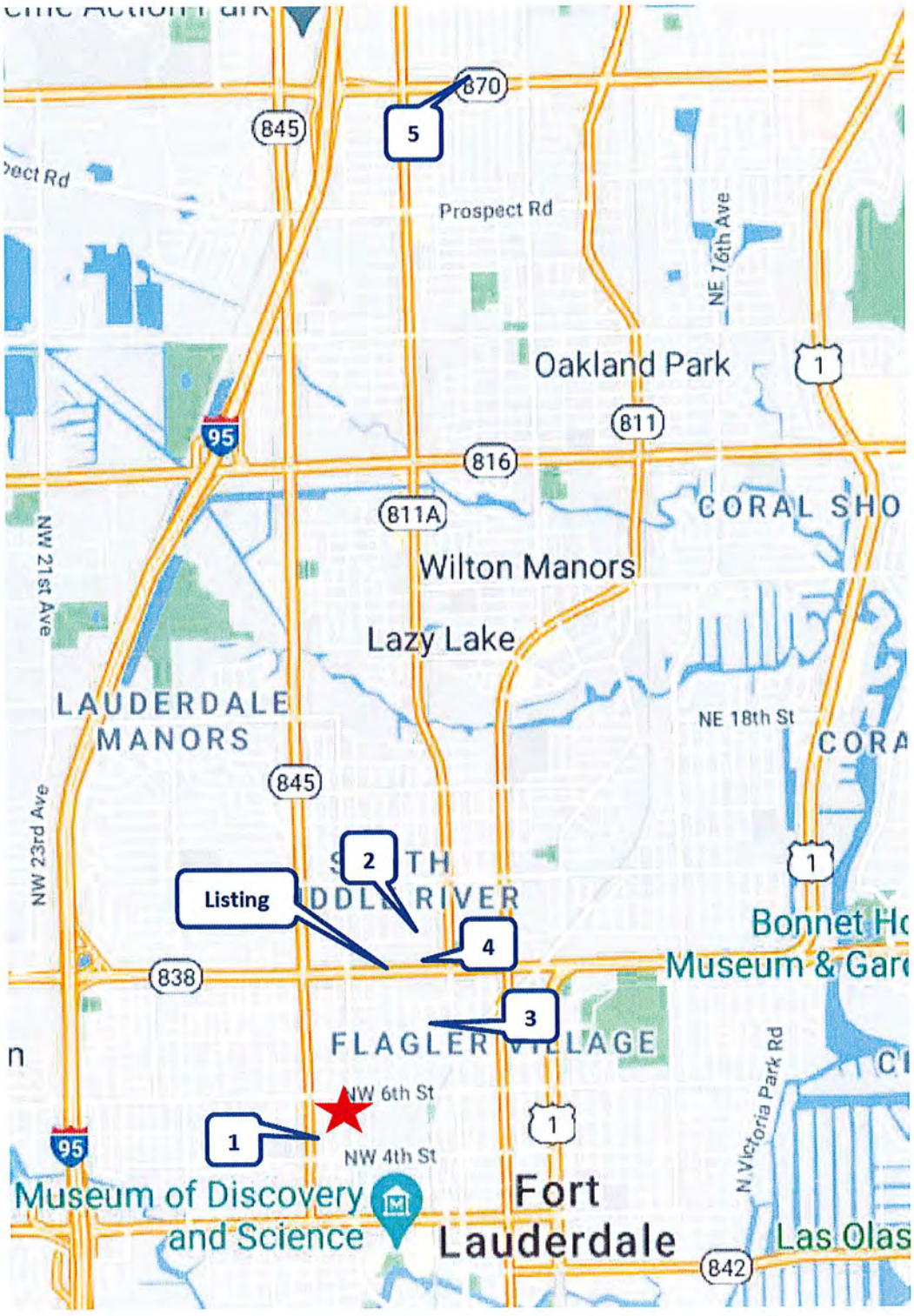
The sales were analyzed on a sale price per square foot of land. On the following pages we summarized the sales and then compared them with the subject sites.

Comparable Land Sales						
	1	2	3	4	5	LISTING
Sale Date	2/9/2021	4/15/2021	3/30/2021	12/17/2020	6/24/2021	Listing
Location:	534 NW 9 Ave	1045-1065 NW 3 Ave	810 NW 2 Ave	427 W Sunrise Blvd	151 E Commercial Blvd	1006 NW 6 Ave
City:	Ft Lauderdale	Ft Lauderdale	Ft Lauderdale	Ft Lauderdale	Ft Lauderdale	Ft Lauderdale
Grantor	Rice Capital, LLC	RA Financial Group, LLC	E Gonzalez	Beercade, LLC	Alston-Baker Inv, LLC	
Grantee	7th Ave Properties, LLC	AR Carrot Wood, LLC	AR Carrot Wood, LLC	Cityflats, LLC	Gambit Solutions, Inc	
ORB	117060470	117207945	117176318	116954815	117060470	
Folio Number	5042-03-01-2131	4942-34-04-9590 et al	4942-34-07-7540 et al	4942-34-11-0060, 05-0140 et al	4942-15-04-0130	4942-34-05-0570
Sale Price	$153,000	$490,000	$316,000	$600,000	$180,000	$535,000
No. of Acres	0.146	0.388	0.232	0.496	0.115	0.341
No. of Square Feet	6,375	16,888	10,125	21,627	4,988	14,846
Zoning	RMM-25	RMM-25	RMM-25	B-1/RD-15	B-1	B-1
Approvals	Requires approvals	Requires approvals	Requires approvals	Requires approvals	Requires approvals	Requires approvals
Use/Site Conditions	Filled to grade	Filled to grade	Filled to grade	Improved	Filled to grade	Filled to grade
Sale Price/ Land SF	$24.00	$29.01	$31.21	$27.74	$36.09	$36.04
Comments:	Situated along NW 9th Ave (Powerline Road), south of Sistrunk Blvd.	Four lots, located north of Sunrise Blvd.	Cleared and fenced. Marketed for development of up to 4-units up to 2-stories.	Located at northeast corner of NW 5 Ave and Sunrise Blvd. Approximately 16,000 SF is zoned B-1, with remainder RD-15. Had older (1956) building on site. Purchased for redevelopment.	On north side of NE 51st St (parallel road running along Commercial Blvd. Small site, various converted SFRs in immediate area.	At NE< of Sunrise Blvd & NW 6 Ave. Zoned B-1. Listed since December 2020.

City of Fort Lauderdale

Bid 12642-925

Land Sale Aerial Map



Land Sale Aerials

Land Sale 1



Land Sale 2



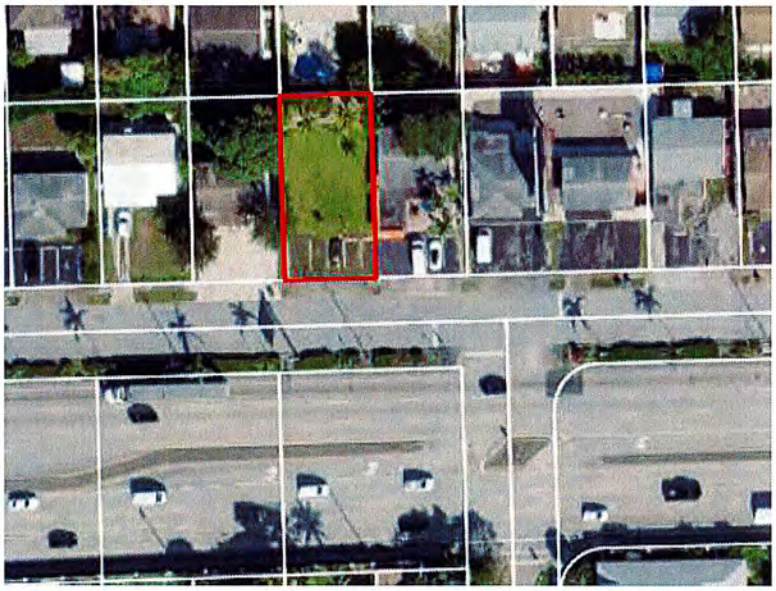
Land Sale 3



Land Sale 4



Land Sale 5



Listing



Sites 1 & 2 – Valuation

Sites 1 and 2 are corner sites located along Sistrunk Boulevard. The sale price per square foot is the traditional appraisal technique which analyzes comparable sales on a common unit of comparison. Typically, adjustments are considered on a dollar or percent basis to reflect significant differences affecting each property. We developed a direct comparison analysis using qualitative and quantitative adjustments based on market conditions, location, approvals and size.

Analysis of Sales

Conditions of Sale: Irregularities of a sale can be noted when a premium or discount results from atypical negotiations. Adjustments for motivation are very difficult to quantify. *All of the Land Sales (closed)* were verified as "arms-length" transactions and adjustments for conditions of sale were not warranted.

Financing Terms: The sale price can be influenced by the financing terms. Therefore, all comparable properties have been considered on the basis of their cash equivalent sale prices. An adjustment for financing terms is warranted if the cash equivalent price is significantly different from the indicated sale price. The sale prices for comparable land sales reflect cash equivalent considerations.

Market Conditions: Market conditions adjustments are sometimes necessary to reflect differences in real estate values over a given period of time. An upward adjustment is applied to the sale price of comparables during periods of inflation or neighborhood growth and development, and downward adjustments in times of oversupply and deflation. *All of the Land Sales* occurred since December 2020 and an adjustment for market conditions was not warranted.

Location/Exposure: The value of a site is influenced by the desirability of its geographic location. Visibility and access along primary roadways, are important location factors affecting the value of commercial land. In estimating location adjustments we considered surrounding demographics, rents and redevelopment in the area.

Land Sale 1, located along Powerline Road, south of Sistrunk was not adjusted for location. *Land Sales 2 & 3* are not situated along commercial roads, but both sites are located in closer proximity to the FAT district and newer development. Considering both factors, an adjustment for location was not made to *Sales 2 or 3*. *Land Sales 4, 5 & Listing* with locations along more heavily trafficked commercial corridors were adjusted **-5%** for location.

Site Conditions: Except for *Land Sale 4,* adjustments for site conditions were not warranted. *Land Sale 4* was adjusted to reflect demolition costs to allow redevelopment.

Approvals/Zoning: We have considered the development potential of the subject and sales in terms of zoning and approvals. The zoning for *Land Sales 1, 2 & 3* does not include potential for commercial or commercial components and *Land Sales 1, 2 & 3* were adjusted **+5%** for approvals/zoning.

Site Size/Shape: The subject is smaller than the sales in terms of size. Comparison of the adjusted sale prices suggest that adjustments for size do not appear warranted.

The adjustments are summarized on the following page.

Land Sales Analysis - Sites 1 & 2							
	Subject	**1**	**2**	**3**	**4**	**5**	**Listing**
Sale Date		2/9/2021	4/15/2021	3/30/2021	12/17/2020	6/24/2021	---
Location:	Sistrunk Blvd	534 NW 9 Ave	1045-1065 NW 3 Ave	810 NW 2 Ave	427 W Sunrise Blvd	151 E Commercial Blvd	NE< Sunrise/NW 6 Ave
City:	Ft Lauderdale	Ft Lauderdale	Ft Lauderdale	Ft Lauderdale	Ft Lauderdale	Ft Lauderdale	Ft Lauderdale
Sale Price		$153,000	$490,000	$316,000	$600,000	$180,000	$535,000
No. of Acres	0.57 and 0.17	0.146	0.388	0.232	0.496	0.115	0.341
No. of Square Feet	24,778 and 7,550	6,375	16,888	10,125	21,627	4,988	14,846
Zoning	NWRAC-MUw/RMM-25	RMM-25	RMM-25	RMM-25	B-1/RD-15	B-1	B-1
Approvals	Requires approvals	Requires approvals	Requires approvals	Requires approvals	Requires approvals	Requires approvals	Requires approvals
Use/Site Conditions	Level at grade	Filled to grade	Filled to grade	Filled to grade	Improved	Filled to grade	Filled to grade
Sale Price/ Land SF		$24.00	$29.01	$31.21	$27.74	$36.09	$36.04
Mkt Condition/Cond of Sale Adj		0%	0%	0%	0%	0%	0%
Adjusted Sale Price		$153,000	$490,000	$316,000	$600,000	$180,000	$535,000
Sale Price/ Land SF		$24.00	$29.01	$31.21	$27.74	$36.09	$36.04
<Other Adjustments>							
Location/Exposure:		---	---	---	-5%	-5%	-5%
Site Conditions:		---	---	---	5%	---	---
Zoning/Approvals:		5%	5%	5%	---	---	---
Size/Configuration:		---	---	---	---	---	---
Total Other Adjustments:		5%	5%	5%	0%	-5%	-5%
Adjusted Sale Price:		$160,650	$514,500	$331,800	$600,000	$171,000	$508,250
Sale Price/ Land SF		**$25.20**	**$30.47**	**$32.77**	**$27.74**	**$34.28**	**$34.23**

City of Fort Lauderdale

Bid 12642-925

Reconciliation Sales Comparison Approach – Sites 1 & 2

After applying adjustments, the closed sales ranged from $25.20 to $32.77 per square foot of land, with an average of $30.09 per square foot.

Considering the size and configuration of the subject sites, the unit price per square foot of land should fall towards the mid-range of the comparable sales, at say **$30.00** per square foot of land.

Based on the reconciled unit value for Sites 1 and 2, at $30.00 per square foot, our opinion of the market value for Sites 1 and 2 are as follows:

Value Indication - Site 1			
Site Size (SF)		24,778	
Value Indicator per SF	x	$30.00	
Market Value			$743,340
			$750,000

Value Indication - Site 2			
Site Size (SF)		7,550	
Value Indicator per SF	x	$30.00	
Market Value			$226,500
			$225,000

Valuation of Site 3

Land Sales 1, 2 & 3 with RMM-25 multifamily were utilized in the valuation of Site 3. The sales were analyzed on a sale price per square foot of land.

Conditions of Sale: Irregularities of a sale can be noted when a premium or discount results from atypical negotiations. Adjustments for motivation are very difficult to quantify. *All of the Land Sales* were verified as "arms-length" transactions and adjustments for conditions of sale were not warranted for the sales.

Financing Terms: The sale price can be influenced by the financing terms. Therefore, all comparable properties have been considered on the basis of their cash equivalent sale prices. An adjustment for financing terms is warranted if the cash equivalent price is significantly different from the indicated sale price. The sale prices for comparable land sales reflect cash equivalent considerations.

Market Conditions: Market conditions adjustments are sometimes necessary to reflect differences in real estate values over a given period of time. An upward adjustment is applied to the sale price of comparables during periods of inflation or neighborhood growth and development, and downward adjustments in times of oversupply and deflation. *All of the Land Sales* occurred in 2021 and an adjustment for market conditions was not warranted.

Location/Exposure: The value of a site is influenced by the desirability of its geographic location. *Land Sale 1*, located along Powerline Road, south of Sistrunk was not adjusted for location. *Land Sales 2 & 3* are located in closer proximity to the FAT district and newer development and were adjusted **-5%** for location

Site Conditions: Adjustments for site conditions were not warranted.

Approvals/Zoning: All three sales are zoned RMM-25 and did not warrant an adjustment for approvals.

Site Size/Shape: Comparison of the adjusted sale prices suggest that adjustments for size do not appear warranted. However, smaller sites have less development potential, which will be considered in the reconciliation.

The adjustments are summarized below.

Land Sales Analysis - Site 3				
	Subject	**1**	**2**	**3**
Sale Date		2/9/2021	4/15/2021	3/30/2021
Location:	NW 7 Terr. S of Sistrunk	534 NW 9 Ave	1045-1065 NW 3 Ave	810 NW 2 Ave
City:	Ft Lauderdale	Ft Lauderdale	Ft Lauderdale	Ft Lauderdale
Sale Price		$153,000	$490,000	$316,000
No. of Acres		0.146	0.388	0.232
No. of Square Feet	10,125	6,375	16,888	10,125
Zoning	RMM-25	RMM-25	RMM-25	NWRAC-MUe
Approvals	Requires approvals	Requires approvals	Requires approvals	Requires approvals
Use/Site Conditions	Level at grade	Filled to grade	Filled to grade	Filled to grade
Sale Price/ Land SF		$24.00	$29.01	$31.21
Mkt Condition/Cond of Sale Adj		0%	0%	0%
Adjusted Sale Price		$153,000	$490,000	$316,000
Sale Price/ Land SF		$24.00	$29.01	$31.21
<Other Adjustments>				
Location/Exposure:		---	-5%	-5%
Site Conditions:		---	---	---
Zoning/Approvals:		---	---	---
Size/Configuration:		---	---	---
Total Other Adjustments:		0%	-5%	-5%
Adjusted Sale Price:		$153,000	$465,500	$300,200
Sale Price/Land SF		**$24.00**	**$27.56**	**$29.65**

Reconciliation Sales Comparison Approach – Site 3

After applying adjustments, the sales ranged from $24.00 to $29.65 per square foot of land, with an average of $27.07 per square foot.

We have considered the size and configuration of the subject sites, as well as the subject's zoning. Sale 1 is located in closest proximity to the subject, but is a small site. With consideration to the size of Site 3, the unit price per square foot of land should fall towards the mid-range of the comparable sales, at say **$26.00** per square foot of land.

Based on $26.00 per square foot, our opinion of the market value of the subject Site 3 is as follows:

Value Indication - Site 3			
Site Size (SF)		10,125	
Value Indicator per SF	x	$26.00	
Market Value			$263,250
			$270,000

Addenda

1) **Broward County Analysis**
2) **Professional Qualifications of the Appraisers**

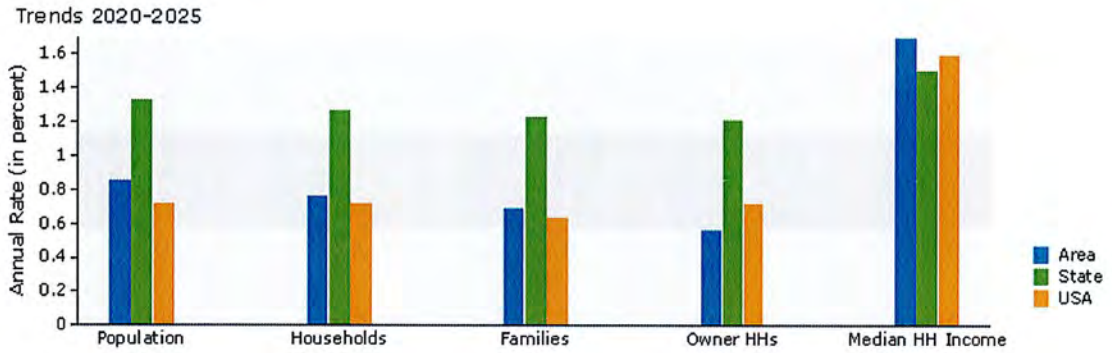
1) Broward County Analysis

Broward County Analysis

The subject property is located within southeastern Florida in Broward County. Broward County is centrally located between Dade County to the south and Palm Beach County to the north. Broward covers a land area of approximately 1,208 square miles and contains 29 municipalities of which Fort Lauderdale (county seat) and Hollywood are the largest, in terms of resident population.

Population

The number of households in the study area in 2000 was 654,445 and changed to 686,047 in 2010, representing a change of 4.83%. The household count in 2020 was 739,204 and the household projection for 2025 is 767,636, a change of 3.9%. The population in the study area in 2000 was 1,623,018 and in 2010 it was 1,748,066, roughly a 7.7% change. The population in 2020 was 1,909,545 and the projection for 2025 is 1,993,508 representing a change of 4.4%.[3]



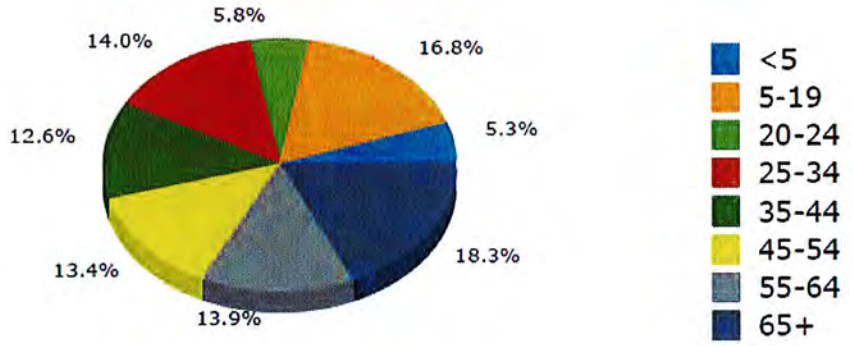
Summary	Census 2010	2020	2025
Population	1,748,066	1,909,545	1,993,508
Households	686,047	739,204	767,636

[3] www.esri.com/bao

Age

In 2000, the median age of the total population in the study area was 37.8, and in 2010, it was 39.6. The median age in 2020 is 41.4 and it is predicted to change in five years to 41.7 years.[4]

2020 Population by Age



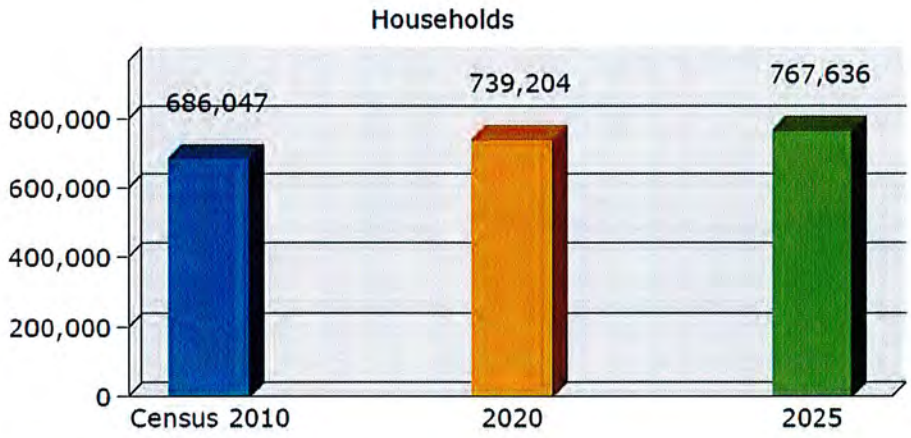
Population by Age	Census 2010		2020		2025	
	Number	Percent	Number	Percent	Number	Percent
0 - 4	103,256	5.9%	100,799	5.3%	106,483	5.3%
5 - 9	104,071	6.0%	105,197	5.5%	106,224	5.3%
10 - 14	112,207	6.4%	111,351	5.8%	112,237	5.6%
15 - 19	114,200	6.5%	104,615	5.5%	108,613	5.4%
20 - 24	104,783	6.0%	110,819	5.8%	106,281	5.3%
25 - 34	224,479	12.8%	267,103	14.0%	274,287	13.8%
35 - 44	251,425	14.4%	239,746	12.6%	267,527	13.4%
45 - 54	277,040	15.8%	255,247	13.4%	240,284	12.1%
55 - 64	207,181	11.9%	265,278	13.9%	258,943	13.0%
65 - 74	125,353	7.2%	195,695	10.2%	225,676	11.3%
75 - 84	82,545	4.7%	102,654	5.4%	132,528	6.6%
85+	41,526	2.4%	51,041	2.7%	54,425	2.7%

Median Age	
2010	39.6
2020	41.4
2025	41.7

[4] www.esri.com/bao

Housing

Based on the 2020 estimate, Broward County has 739,204 households with an average of 2.56 persons per household. The Median Household Income for Broward is $58,830.[5]

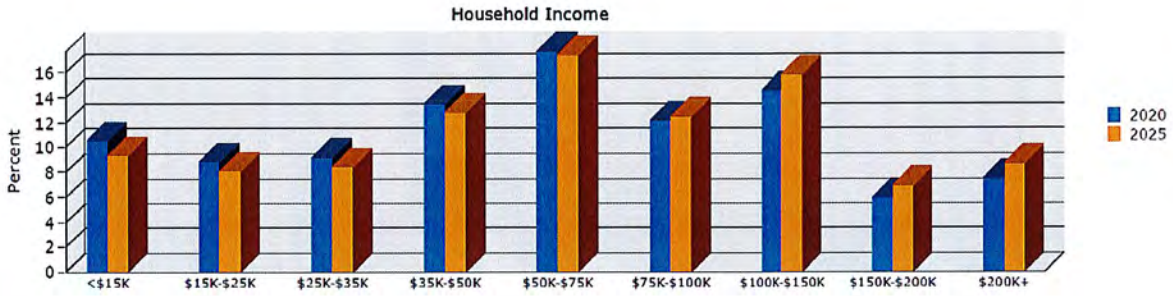


Household Summary	
2000 Households	654,445
2000 Average Household Size	2.45
2010 Households	686,047
2010 Average Household Size	2.52
2020 Households	739,204
2020 Average Household Size	2.56
2025 Households	767,636
2025 Average Household Size	2.58
2020-2025 Annual Rate	0.76%
2010 Families	434,488
2010 Average Family Size	3.14
2020 Families	463,466
2020 Average Family Size	3.20
2025 Families	479,691
2025 Average Family Size	3.22
2020-2025 Annual Rate	0.69%

[5] www.esri.com/bao

Household Income

In 2020, the predominant household income category in this study area is $50K - $75K, and the income group that is least represented in this geography is $150K - $199K.[6]



Households by Income	2020 Number	2020 Percent	2025 Number	2025 Percent
<$15,000	77,859	10.5%	71,878	9.4%
$15,000 - $24,999	65,758	8.9%	61,978	8.1%
$25,000 - $34,999	67,702	9.2%	64,860	8.4%
$35,000 - $49,999	99,979	13.5%	98,416	12.8%
$50,000 - $74,999	130,907	17.7%	133,794	17.4%
$75,000 - $99,999	89,808	12.1%	95,608	12.5%
$100,000 - $149,999	107,626	14.6%	121,526	15.8%
$150,000 - $199,999	43,798	5.9%	53,104	6.9%
$200,000+	55,763	7.5%	66,468	8.7%
Median Household Income	$58,830		$63,994	
Average Household Income	$86,215		$95,886	
Per Capita Income	$33,407		$36,954	

[6] www.esri.com/bao

Transportation

Air: Broward air travel is primarily served by the Fort Lauderdale-Hollywood International Airport located in southeast Broward. This facility has been expanded and will accommodate the needs of a significantly larger number of passengers. The expansion of the airport is expected to reduce the time to travel to the departure gates from all areas of the airport. The major portions of the airport expansion project have been completed.

The new terminal complex is designed to handle origination - destination travelers as opposed to transfers. Fort Lauderdale Executive Airport, Pompano Airpark and North Perry Airport are also located in the county and primarily serve private, charter and corporate aircraft. Passenger activity for the Fort Lauderdale/Hollywood International Airport is summarized in the following table.

Trend in Passenger Traffic
Ft Lauderdale/Hollywood Intl Airport
1995-2019

Year	Total	% Change
1995	9,850,713	
1996	11,163,852	13.3%
1997	12,277,411	10.0%
1998	12,453,874	1.4%
1999	13,990,692	12.3%
2000	15,860,004	13.4%
2001	16,407,927	3.5%
2002	17,037,261	3.8%
2003	17,938,046	5.3%
2004	20,819,292	16.1%
2005	22,390,285	7.5%
2006	21,369,787	-4.6%
2007	22,681,903	6.1%
2008	22,621,698	-0.3%
2009	21,061,131	-6.9%
2010	22,412,627	6.4%
2011	23,349,835	4.2%
2012	23,569,103	0.9%
2013	23,559,779	-0.04%
2014	24,648,306	4.6%
2015	26,941,511	9.3%
2016	29,207,062	8.4%
2017	32,511,053	11.3%
2018	35,963,370	10.6%
2019	36,747,622	2.2%

Source: Broward County Aviation Department

Land: Rail systems in Broward include AMTRAK, offering passenger service to other Florida cities and other states and the Tri-Rail, a new commuter rail service that began operations in January 1989. It is providing service to Dade, Broward and Palm Beach Counties. It is intended to reduce some of the traffic congestion resulting from Interstate 95 road improvements. Shuttle bus service is reportedly available to increase accessibility to/from Tri-Rail. This commuter rail parallels Interstate 95 and shares the same tracts as AMTRAK. Freight service is provided by the Florida East Coast Railroad and the Seaboard Coast Line Railway.

Local bus service is provided by the Broward County Mass Transit Division. Greyhound and Trailways bus lines provide passenger service throughout the country.

Port Everglades: Port Everglades, located in southeastern Broward County, approximately seven miles north of the southern county line, serves the passenger cruise line and freight/cargo shipping needs of the county. The seaport is readily accessible to both the Seaboard Coast Line and the Florida East Coast Railroads. It is situated approximately two miles east of Fort Lauderdale/Hollywood International Airport.

A 370,000 square foot convention facility constructed at the north end of Port Everglades was completed in mid-1991. The developer of the facility is also planning to invest in commercial projects at the site to complement the facility. The complex is called the Northport Convention Center and is planned to include two hotels (850± rooms), a shopping mall (370,000± square foot), an office building (275,000± square foot) and of course, the convention facility. It is expected to attract larger and higher quality conventions and meetings and have a significant positive impact on the area.

According to Broward County, Port Everglades is planning to expand their seaport by the Year 2020. This expansion will take into account that containerized cargo activity will double, petroleum will increase by 50% and that more than twice the number of cruise passengers will sail from this port.

Port Everglades is already ranked one of the nation's leading international container ports, a major import destination for refined petroleum products and one of the world's busiest cruise ports.

Sawgrass Expressway: The Sawgrass Expressway represents one of the first highways constructed in Broward County since Interstate 95 was completed in the mid-1970's. Planning for the Sawgrass began in the mid 1960's, but real work began in 1983 when the governor appointed a five-member board called "The Broward County Expressway Authority" whose sole purpose was to plan and implement the construction of this toll road. The road was subdivided into six sections, with six construction teams hired to each build one section.

The Sawgrass has resulted in reducing the traffic load of Interstate 95 and accelerating commercial and industrial expansion in western Broward County. The Sawgrass Expressway has been referred to as the lever that will kick off the next major South Florida "hot spot" in real estate development. The expressway runs north/south in western developed Broward County from its southern terminus point (currently at State Road 84 and Interstate 75) to northwestern Coral Springs where it turns into an east/west expressway traversing part of northern Broward County and extends eastward to Interstate 95 at S.W. 10th Street. An Interstate 95 interchange has been constructed at S.W. 10th Street in Deerfield Beach, a six lane east/west roadway in north Broward County. A two mile stretch of 10th Street now links Interstate 95 and the Sawgrass.

The Sawgrass has toll collection centers at the Florida Turnpike, U.S. 441, Sample Road, Atlantic Boulevard, Commercial Boulevard, Oakland Park Boulevard and Sunrise Boulevard. It connects the cities of Plantation, Sunrise, Tamarac, Coral Springs, Coconut Creek and Deerfield Beach.

Interstate 75: Interstate 75 has been an additional catalyst in the westward expansion of South Florida. The section of State Highway 84 between U.S. 27 and Naples (known as "Alligator Alley") is being widened to accommodate Interstate 75. Currently, the north terminus is located at State Road 84, with exits at Arvida Parkway, Griffin Road, Sheridan Street, Hollywood Boulevard and the Miramar Parkway, before reaching Dade County. Similar to the Sawgrass Expressway, Interstate 75 is accelerating the development of western Broward County between State Highway 84 and the Dade County line. As stated above, the recent linkage of Interstate 75 and the Sawgrass Expressway will enhance the accessibility throughout western Broward County.

Further, it is expected to increase the development of commercial and industrial sites along its corridor, specifically in the areas of Davie, Pembroke Pines and Miramar. With the reduction of travel time to Dade County, it is the most significant factor for the absorption of residential housing in western Broward County.

Interstate 595: Interstate 595 links Port Everglades to the east with Interstate 75 and the Sawgrass Expressway at an interchange west of N.W. 136th Avenue. Interstate 595 parallels the median of State Road 84 west of the Florida Turnpike. It has three lanes in each direction west of the Florida Turnpike and four lanes in each direction to the east of the Turnpike. State Road 84 will continue to be utilized as a local access road. The expressway is now completed and fully operational. Interstate 595 facilitates traffic flow as it is the first east-west expressway system in Broward County. This non-toll roadway reduces travel time between western Broward and the Fort Lauderdale/Hollywood International Airport. It also has interchanges at Hiatus Road, Pine Island Road, Davie Boulevard, State Road 7, Florida Turnpike Interchange, Fort Lauderdale/Hollywood International Airport, I-95 and U.S. 1.

Interstate 95: As of June 1991, major renovations to I-95 were completed. There are now five lanes of traffic in each direction from the Dade county line to Davie Boulevard and from Sunrise Boulevard to Sample Road. Between Davie Boulevard and Sunrise Boulevard and also from Sample Road to the Palm Beach county line there are four lanes of traffic in each direction. The much needed expansion was necessary to service the tremendous increase in traffic due to the population growth in South Florida. The improved highway is expected to relieve the majority of traffic problems experienced in the past. A major help to relieving the traffic problems is a car-pool lane which exists in the areas where there are five lanes of traffic. As previously discussed, Tri-Rail, a commuter rail service, began operations in January 1989. It provides an alternative to Interstate 95, particularly during rush hours.

Summary and Conclusions

Broward County's resident population has illustrated steady growth in the past and this trend is expected to continue throughout the foreseeable future. Broward's economic base is sound, well supported by strong levels of employment, retail sales and effective buying income. Major contributing factors to Broward County's economic stability include the tourist and steadily expanding high technology industries. Major expansion of the County's highways and the Fort Lauderdale/Hollywood International Airport indicate Broward is poised to support continued growth.

2) Professional Qualifications of the Appraisers

Robert B. Love, MAI, SRA

President

Professional Qualifications

Robert Love is the President of American Realty Consultants Inc., founded in 1984. He has 48± years of experience in valuation and consulting assignments involving residential developments and mixed-use projects, office, retail, industrial, residential and special purpose zoned land, and retail, office, rental apartment, condominium apartment and other improved properties. He is a member of the Appraisal Institute and his clients include financial institutions, attorneys, accountants, government agencies, commercial developers, residential homebuilders and investors. Mr. Love's expertise includes:

- The preparation of appraisals, market feasibility studies, partial interest valuations, highest and best use analyses, pricing and absorption studies, economic impact studies, and due diligence reports.
- Third-party appraisal reviews and administrative appraisal services for financial institutions as well as educational seminars with content matter including regulatory issues, appraisal principles and underwriting issues. His prior employment as a manager of the appraisal department for American Savings and Loan complements this service. He has completed appraisal reviews for properties throughout Florida and in numerous other States. The reviews have included simple to complex assignments.
- Has testified as an expert witness in Federal Bankruptcy Court in Miami-Dade, Broward, and Palm Beach Counties; Dallas, Texas, and Philadelphia, Pennsylvania; and Circuit Courts in Miami-Dade, Broward and Palm Beach Counties. Expert witness testimony has involved eminent domain, bankruptcy, loan deficiency, contract disputes, construction defects and foreclosure cases.
- Served as a special master with the Miami-Dade County Property Appraisal Adjustment Board for the 1990 and 1991 assessment years. Served as a Special Magistrate with the Broward County Value Adjustment Board, from 1993 to 2007. Special Magistrate with Alachua County and Marion County Value Adjustment Boards, 2020.
- Provides real estate assessment appeals before various Value Adjustment Boards.

Professional Designations, Certifications, Licenses & Memberships

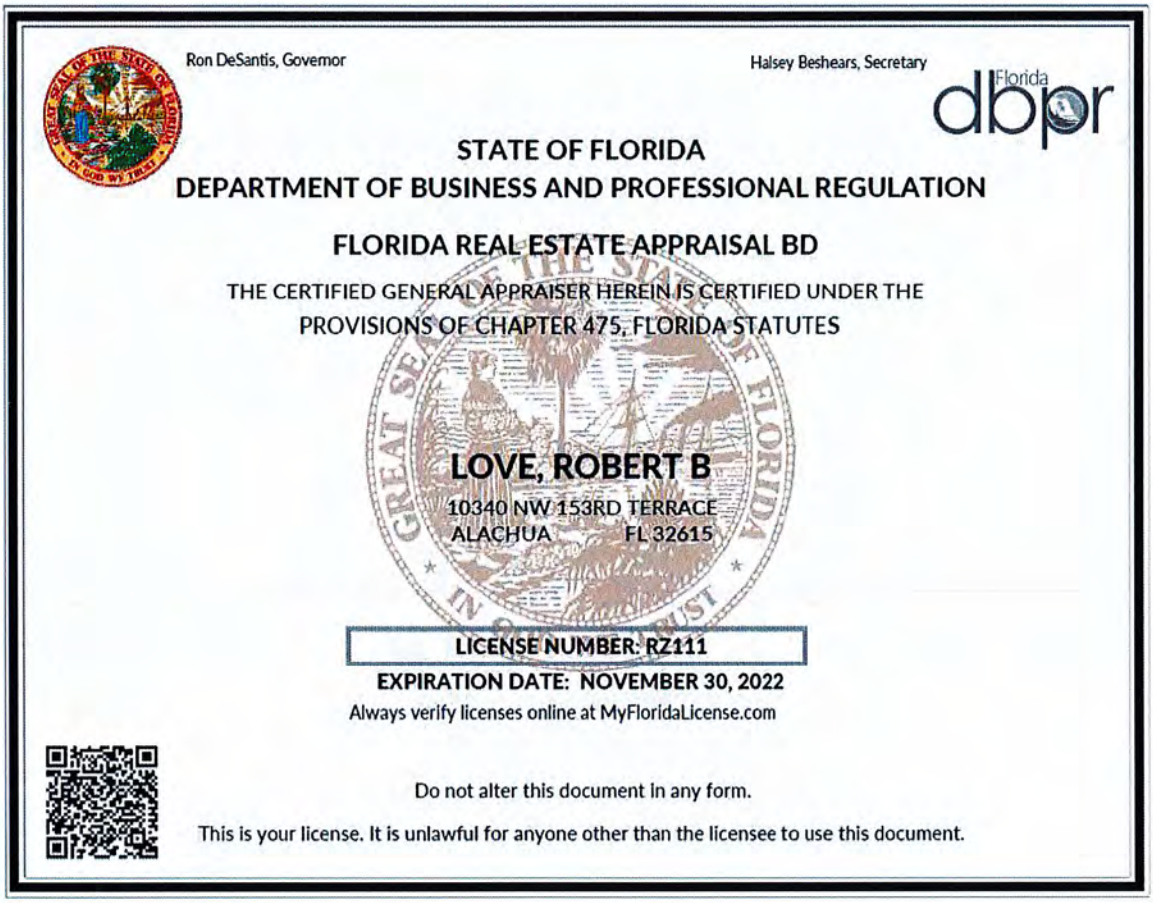
- MAI-Appraisal Institute, Certificate Number 6913
- SRA Senior Residential Appraiser-Appraisal Institute
- AI-GRS General Appraisal Review Specialist-Appraisal Institute
- State - Certified General Real Estate Appraiser - No. 111 (Florida)
- State - Certified General Real Estate Appraiser - No. 378956 (Georgia)
- Licensed Real Estate Broker No. 124369 (Florida)
- Realtor®-Realtor® Association of Greater Fort Lauderdale
- Member of the Real Estate Advisory Board for the Bergstrom Center for Real Estate Studies, University of Florida

Academic Education

- Florida International University, Miami, Florida. Master of Science in Management, majoring in Real Estate (1977).
- University of Florida, Gainesville, Florida. Bachelor of Science with honors, major in Marketing, minors in Real Estate and Management (1973).

Employment History

- 1984-Present American Realty Consultants, Inc.
- 1977-1984 American Savings and Loan Association, Appraisal Department Manager
- 1976-1977 Joseph J. Blake and Associates, Staff Appraiser
- 1973-1976 Dade County Public Works Department, Right-of-Way Division, Staff Appraiser



Ron DeSantis, Governor

Halsey Beshears, Secretary

Florida dbpr

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

FLORIDA REAL ESTATE APPRAISAL BD

THE CERTIFIED GENERAL APPRAISER HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 475, FLORIDA STATUTES

LOVE, ROBERT B

10340 NW 153RD TERRACE
ALACHUA FL 32615

LICENSE NUMBER: RZ111

EXPIRATION DATE: NOVEMBER 30, 2022

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

Gary A. Benivegna
Principal – GMB & Associates, LLC

GMB & Associates, LLC
Real Estate Valuation & Consulting

Professional Qualifications

Gary Benivegna has 31+ years of experience in the valuation and/or evaluation of a wide variety of commercial, residential and industrial properties in South Florida prepared for banks, savings and loans, insurance companies, estates, governmental agencies, real estate trusts and individuals. Property types include, but are not limited to, office buildings, condominium office buildings, warehouse and industrial properties, self-storage facilities, automotive sales and service facilities, retail shopping centers, multiple family apartments, residential subdivisions, acreage tracts, commercial/industrial land and special purpose properties, such as, service stations, municipal buildings, fast food restaurants, and day care centers. Mr. Benivegna's expertise includes:

- The preparation of appraisals, market feasibility studies, partial interest valuation, highest and best use analyses, pricing and absorption studies, economic impact studies, and due diligence reports.

Professional Designations, Certifications, Licenses & Memberships

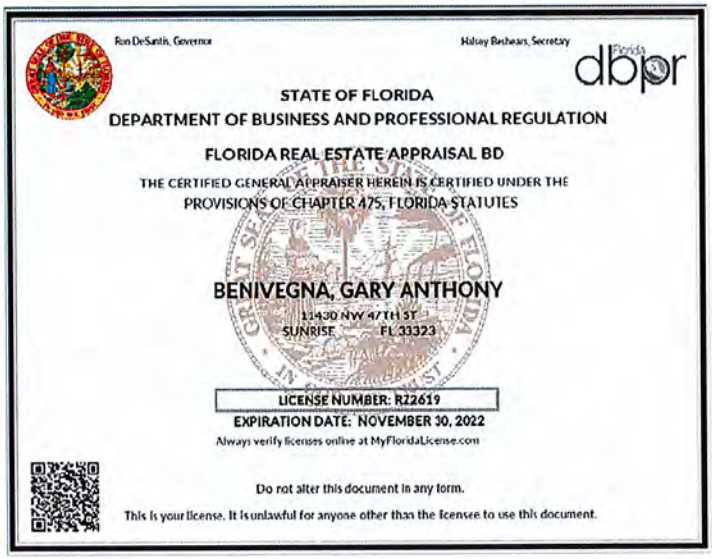
- State Certified General Real Estate Appraiser No. 2619 (Florida)
- Licensed Real Estate Broker No. BK 461677 (Florida)

Academic Education

- St. Bonaventure University, Olean, New York.
- University of Miami, Coral Gables, Florida.

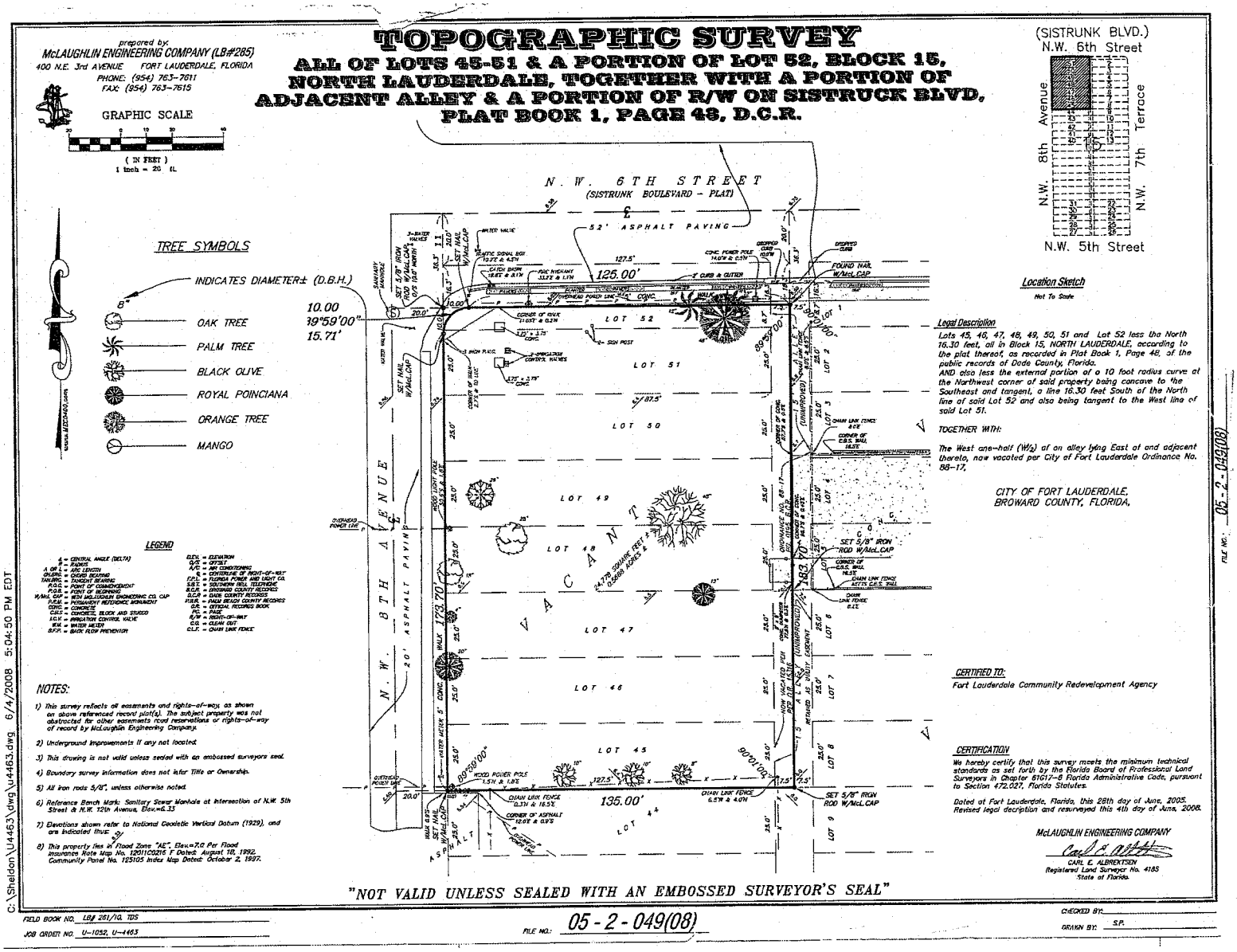
Employment History

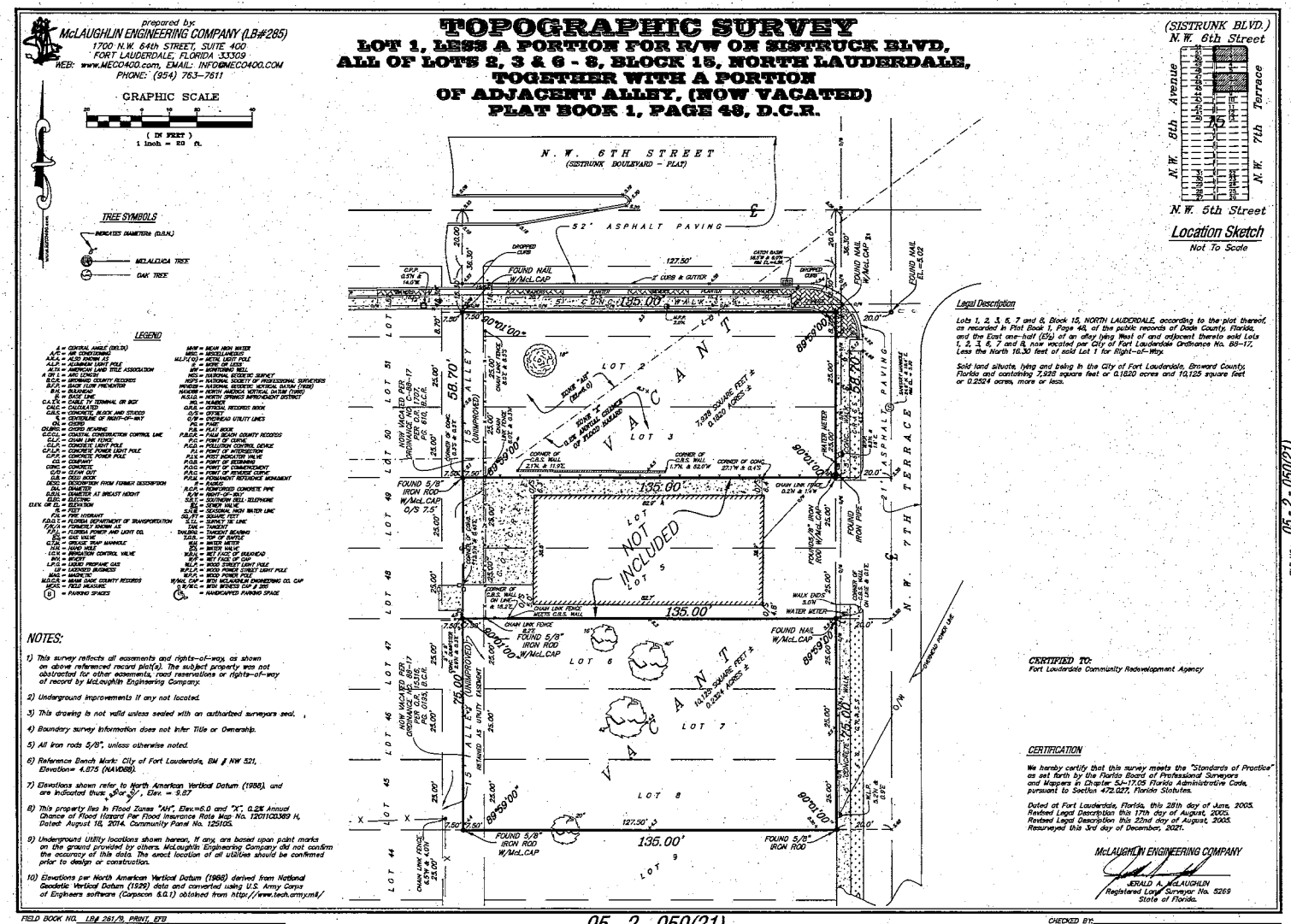
- 2020-present GMB & Associates, principal
- 2006-2019 American Realty Consultants, senior appraiser
- 2003-2006 Sole proprietor – Gary Benivegna Appraisal & Consulting
- 1992-2003 Bertelle & Associates, senior appraiser
- 1988-1992 Pederson & Trask, Inc, staff appraiser


Ron DeSantis, Governor
Halsey Beshears, Secretary
dbpr
STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
FLORIDA REAL ESTATE APPRAISAL BD
THE CERTIFIED GENERAL APPRAISER HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 475, FLORIDA STATUTES
BENIVEGNA, GARY ANTHONY
11430 NW 47TH ST
SUNRISE FL 33323
LICENSE NUMBER: RZ2619
EXPIRATION DATE: NOVEMBER 30, 2022
Always verify licenses online at MyFloridaLicense.com
Do not alter this document in any form.
This is your license. It is unlawful for anyone other than the licensee to use this document.

ATTACHMENT 3

Survey


TOPOGRAPHIC SURVEY
ALL OF LOTS 45-51 & A PORTION OF LOT 52, BLOCK 15, NORTH LAUDERDALE, TOGETHER WITH A PORTION OF ADJACENT ALLEY & A PORTION OF R/W ON SISTRUCK BLVD, PLAT BOOK 1, PAGE 48, D.C.R.
prepared by:
McLAUGHLIN ENGINEERING COMPANY (LB#285)
400 N.E. 3rd AVENUE FORT LAUDERDALE, FLORIDA
PHONE: (954) 763-7611
FAX: (954) 763-7615
GRAPHIC SCALE
(IN FEET)
1 inch = 20 ft.
TREE SYMBOLS
INDICATES DIAMETER± (D.B.H.)
OAK TREE
PALM TREE
BLACK OLIVE
ROYAL POINCIANA
ORANGE TREE
MANGO
LEGEND
NOTES:
1) This survey reflects all easements and rights-of-way as shown on above referenced record plat(s). The subject property was not abstracted for other easements road reservations or rights-of-way of record by McLaughlin Engineering Company.
2) Underground improvements if any not located.
3) This drawing is not valid unless sealed with an embossed surveyors seal.
4) Boundary survey information does not infer Title or Ownership.
5) All iron rods 5/8", unless otherwise noted.
6) Reference Bench Mark: Sanitary Sewer Manhole at intersection of N.W. 5th Street & N.W. 12th Avenue, Elev.=6.33
7) Elevations shown refer to National Geodetic Vertical Datum (1929), and are indicated thus: 9.0
8) This property lies in Flood Zone "AE", Elev.=7.0 Per Flood Insurance Rate Map No. 12011C0216 F Dated: August 18, 1992, Community Panel No. 125105 Index Map Dated: October 2, 1997.
N.W. 6TH STREET
(SISTRUNK BOULEVARD - PLAT)
52' ASPHALT PAVING
N.W. 8TH AVENUE
N.W. 8TH AVENUE ASPHALT PAVING
LOT 52
LOT 51
LOT 50
LOT 49
LOT 48
LOT 47
LOT 46
LOT 45
LOT 44
VACANT
14,778 SQUARE FEET ± 0.3393 ACRES ±
125.00'
135.00'
173.70'
183.70'
SET 5/8" IRON ROD W/Mcl. CAP
FOUND NAIL W/Mcl. CAP
(SISTRUNK BLVD.)
N.W. 6th Street
N.W. 8th Avenue
N.W. 7th Terrace
N.W. 5th Street
Location Sketch
Not To Scale
Legal Description
Lots 45, 46, 47, 48, 49, 50, 51 and Lot 52 less the North 16.30 feet, all in Block 15, NORTH LAUDERDALE, according to the plat thereof, as recorded in Plat Book 1, Page 48, of the public records of Dade County, Florida.
AND also less the external portion of a 10 foot radius curve at the Northwest corner of said property being concave to the Southeast and tangent, a line 16.30 feet South of the North line of said Lot 52 and also being tangent to the West line of said Lot 51.
TOGETHER WITH:
The West one-half (W½) of an alley lying East of and adjacent thereto, now vacated per City of Fort Lauderdale Ordinance No. 88-17.
CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA.
CERTIFIED TO:
Fort Lauderdale Community Redevelopment Agency
CERTIFICATION
We hereby certify that this survey meets the minimum technical standards as set forth by the Florida Board of Professional Land Surveyors in Chapter 61G17-6 Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.
Dated at Fort Lauderdale, Florida, this 28th day of June, 2005. Revised legal description and resurveyed this 4th day of June, 2008.
McLAUGHLIN ENGINEERING COMPANY
CARL E. ALBREKTSEN
(Registered Land Surveyor No. 4185
State of Florida.
"NOT VALID UNLESS SEALED WITH AN EMBOSSED SURVEYOR'S SEAL"
FIELD BOOK NO. LB# 261/TIG, TDS
JOB ORDER NO. U-1052, U-4463
FILE NO: 05 - 2 - 049(08)
CHECKED BY:
DRAWN BY: S.P.
FILE NO. 05 - 2 - 049(08)
C:\Sheldon\U4463\dwg\u4463.dwg 6/4/2008 5:04:50 PM EDT


prepared by:
McLAUGHLIN ENGINEERING COMPANY (LB#285)
1700 N.W. 64th STREET, SUITE 400
FORT LAUDERDALE, FLORIDA 33309
WEB: www.MEC0400.com, EMAIL: INFO@MEC0400.COM
PHONE: (954) 763-7611
TOPOGRAPHIC SURVEY
LOT 1, LESS A PORTION FOR R/W ON SISTRUCK BLVD,
ALL OF LOTS 2, 3 & 6 - 8, BLOCK 15, NORTH LAUDERDALE,
TOGETHER WITH A PORTION
OF ADJACENT ALLEY, (NOW VACATED)
PLAT BOOK 1, PAGE 48, D.C.R.
GRAPHIC SCALE
(IN FEET)
1 inch = 20 ft.
TREE SYMBOLS
MELALEUCA TREE
OAK TREE
LEGEND
NOTES:
1) This survey reflects all easements and rights-of-way, as shown on above referenced record plat(s). The subject property was not abstracted for other easements, road reservations or rights-of-way of record by McLaughlin Engineering Company.
2) Underground improvements if any not located.
3) This drawing is not valid unless sealed with an authorized surveyors seal.
4) Boundary survey information does not infer Title or Ownership.
5) All iron rods 5/8", unless otherwise noted.
6) Reference Bench Mark: City of Fort Lauderdale, BM # NW 521, Elevation= 4.875 (NAVD88).
7) Elevations shown refer to North American Vertical Datum (1988), and are indicated thus: 9.87 or 9.87', Elev. = 9.87
8) This property lies in Flood Zones "AH", Elev.=6.0 and "X", 0.2% Annual Chance of Flood Hazard Per Flood Insurance Rate Map No. 12011C0569 H, Dated: August 18, 2014, Community Panel No. 125105.
9) Underground Utility locations shown hereon, if any, are based upon paint marks on the ground provided by others. McLaughlin Engineering Company did not confirm the accuracy of this data. The exact location of all utilities should be confirmed prior to design or construction.
10) Elevations per North American Vertical Datum (1988) derived from National Geodetic Vertical Datum (1929) data and converted using U.S. Army Corps of Engineers software (Corpscon 6.0.1) obtained from http://www.tech.army.mil/
N. W. 6TH STREET
(SISTRUNK BOULEVARD - PLAT)
52' ASPHALT PAVING
FOUND NAIL W/McL.CAP
FOUND 5/8" IRON ROD W/McL.CAP
O/S 7.5'
LOT 2
LOT 3
LOT 5
LOT 6
LOT 7
LOT 8
LOT 9
NOT INCLUDED
7,928 SQUARE FEET ±
0.1820 ACRES ±
10,125 SQUARE FEET ±
0.2324 ACRES ±
135.00'
58.70'
75.00'
127.50'
136.00'
N. W. 7TH TERRACE
21' ASPHALT PAVING
15' ALLEY
(NOW VACATED PER ORDINANCE NO. 96-17 PER O.R. 1702, P.G. 610, D.C.R.)
(RETAINED AS UTILITY EASEMENT)
ZONE "AH" (ELEV.=6.0)
ZONE "X" (0.2% ANNUAL CHANCE OF FLOOD HAZARD)
CHAIN LINK FENCE
WOOD FENCE
WATER METER
FOUND PIPE
FOUND NAIL W/McL.CAP
FOUND 5/8" IRON ROD
O/HW
(SISTRUNK BLVD.)
N.W. 6th Street
N.W. 8th Avenue
N.W. 7th Terrace
N.W. 5th Street
Location Sketch
Not To Scale
Legal Description
Lots 1, 2, 3, 6, 7 and 8, Block 15, NORTH LAUDERDALE, according to the plat thereof, as recorded in Plat Book 1, Page 48, of the public records of Dade County, Florida, and the East one-half (E½) of an alley lying West of and adjacent thereto said Lots 1, 2, 3, 6, 7 and 8, now vacated per City of Fort Lauderdale Ordinance No. 96-17. Less the North 16.30 feet of said Lot 1 for Right-of-Way.
Said land situate, lying and being in the City of Fort Lauderdale, Broward County, Florida and containing 7,928 square feet or 0.1820 acres and 10,125 square feet or 0.2324 acres, more or less.
CERTIFIED TO:
Fort Lauderdale Community Redevelopment Agency
CERTIFICATION
We hereby certify that this survey meets the "Standards of Practice" as set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 5J-17.05 Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.
Dated at Fort Lauderdale, Florida, this 28th day of June, 2005.
Revised Legal Description this 17th day of August, 2005.
Revised Legal Description this 22nd day of August, 2005.
Resurveyed this 3rd day of December, 2021.
McLAUGHLIN ENGINEERING COMPANY
GERALD A. McLAUGHLIN
Registered Land Surveyor No. 5269
State of Florida.
FILE NO.: 05 - 2 - 050(21)
FIELD BOOK NO. LB# 261/8, PRINT, EFB
JOB ORDER NO. U-1053, V-6575
FILE NO.: 05 - 2 - 050(21)
CHECKED BY:
DRAWN BY: S.P., KT
\\server2021\DJDrive-Sync\V6300\V6575\V6571.dwg, 12/20/2021 3:23:27 PM, \PRINTED BY KTorcat\\

ATTACHMENT 4

Parcel 1 Deeds

INSTR # 106910030
OR BK 43741 Pages 226 - 227
RECORDED 03/14/07 11:03:01
BROWARD COUNTY COMMISSION
DOC STMP-D: $210.00
DEPUTY CLERK 2130
#3, 2 Pages

THIS INSTRUMENT PREPARED BY AND RETURN TO:
Michael O. Albertine, Esq.
LANDMARK TITLE SERVICES, INC.
2200 WEST COMMERCIAL BOULEVARD
FORT LAUDERDALE, FLORIDA 33309
Property Appraisers Parcel Identification (Folio) Numbers: 504203011880

06-741
WC#16 5035 Space Above This Line For Recording Data

THIS WARRANTY DEED, made the **23rd** day of **February, 2007** by **JERUTHA WILLIAMS FORD and SAMUEL A. FORD, HER HUSBAND,** herein called the grantors, to **FORT LAUDERDALE COMMUNITY REDEVELOPMENT AGENCY, A PUBLIC BODY CORPORATE AND POLITIC,** whose post office address is **100 N ANDREWS AVE., FORT LAUDERDALE, FLORIDA 33301,** hereinafter called the Grantees:
(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

W I T N E S S E T H: That the grantors, for and in consideration of the sum of TEN AND 00/100'S ($10.00) Dollars and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee all that certain land situate in BROWARD County, State of Florida, viz.:

The West Forty Feet (40') of Lots Fifty-One (51) and Fifty-Two (52), in Block Fifteen (15), of NORTH LAUDERDALE, according to the plat thereof, recorded in Plat Book 1, Page 48, of the Public Records of Dade County, Florida; said property lying and situate in Broward County, Florida.

LESS

Florida, viz: That part of the west 40 feet of Lots 51 and 52 of Block 15 of "North Lauderdale" as recorded in Plat Book 1, Page 48, of the Public Records of Dade County, Florida, described as follows: Begin at the northeast corner of said west 40 feet of Lot 52; thence go westerly 40 feet along the north line thereof to the northwest corner of said Lot 52; thence southerly along the west line of said Lots 52 and 51, 26.3 feet to the tangent point of a circular arc having a radius of 10 feet and being concave to the southeast; thence northerly to easterly along said arc 15.71 feet through a central angle of 90° 00' to the end of said arc; thence easterly and tangent to said arc also being 35 feet south and parallel to the north boundary of the S½ of Section 3, Township 50 South, Range 42 East, 30 feet to the east line of said west 40 feet; thence northerly 16.3 feet along said east line to the Point of Beginning; containing 673.46 square feet, more or less.

TOGETHER, with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND, the grantors hereby covenant with said grantees that the grantors are lawfully seized of said land in fee simple; that the grantors have good right and lawful authority to sell and convey said land, and hereby warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2006.

IN WITNESS WHEREOF, the said grantors have signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

Witness #1 Signature
JANETTE WAGNER
Witness #1 Printed Name

JERUTHA WILLIAMS FORD
979 SUMMERBROOKE DRIVE, TALLAHASSEE, FL 32312

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 23rd day of February, 2007 by JERUTHA WILLIAMS FORD who is personally known to me or have produced STATE DRIVER'S LICENSE as identification.

SEAL

JANETTE WAGNER
MY COMMISSION # DD 519652
EXPIRES: February 16, 2010
1-800-3-NOTARY FL Notary Discount Assoc, Co.

Notary Public

File No: 06-741

Witness #2, Signature

Kristen Goggins
Witness #2 Printed Name

SAMUEL A. FORD
979 SUMMERBROOKE DRIVE, TALLAHASSEE, FL 32312

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 23rd day of February, 2007 by SAMUEL A. FORD who is personally known to me or have produced STATE DRIVER'S LICENSE as identification.

SEAL

JANETTE WAGNER
MY COMMISSION # DD 519852
EXPIRES: February 18, 2010
1-800-3-NOTARY FL Notary Discount Assoc. Co.

Notary Public

LANDMARK TITLE SERVICES, INC.
Zimmerman Corporate Center
2200 West Commercial Boulevard, Suite 102
Fort Lauderdale, Fl. 33309
Phone (954) 777-3703 ***** Fax (954)777-3157**

July 2, 2007

City of Ft. Lauderdale
Attn: Victor Volpe
100 N Andrews Ave.
Ft. Lauderdale, FL 33309

Re: Your File No's.: 06-741 / Purchase from "FORD"
Property Description: LOT 51 AND 52, BLK 15 OF NORTH LAUDERDALE

Dear Mr. Volpe:

In connection with the transaction handled by our office for the above mentioned property, we are pleased to enclose the original **Owner's Title Insurance Policy No. OPM-2936279** the amount of **$30,000.00**, along with **your original recorded Warranty Deed, as well as a copy of same;** all for your records. **Please keep ALL legal documents together in a safe place for future use.**

A special file has been set up on your property, and hence, we are in a position to render you excellent service in future transactions. In the event you desire to sell or mortgage your property, please contact us immediately and we will expeditiously handle your Title Insurance requirements.

Once again, thank you for the opportunity to have been of service to you and we look forward to serving you again in your future real estate transactions or any other legal matter. If you have any questions you may contact us at the above referenced phone numbers.

Sincerely,

Sonia M. Pero, for
Final Policy Dept.

(American Land Title Association Owner's Policy – 10-17-92) (With Florida Modifications)

OWNER'S TITLE INSURANCE POLICY

Attorneys' Title Insurance Fund, Inc.

ORLANDO, FLORIDA

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, ATTORNEYS' TITLE INSURANCE FUND, INC., a Florida corporation, herein called The Fund, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the Amount of Insurance stated in Schedule A, sustained or incurred by the insured by reason of:

1. Title to the estate or interest described in Schedule A being vested other than as stated therein;
2. Any defect in or lien or encumbrance on the title;
3. Unmarketability of the title;
4. Lack of a right of access to and from the land.

The Fund will also pay the costs, attorneys' fees and expenses incurred in defense of the title, as insured, but only to the extent provided in the Conditions and Stipulations.

In Witness Whereof, ATTORNEYS' TITLE INSURANCE FUND, INC. has caused this policy to be signed and sealed as of Date of Policy shown in Schedule A, the policy to become valid when countersigned by an authorized signatory.

ATTORNEYS' TITLE INSURANCE FUND, INC. CORPORATE SEAL FLORIDA

Attorneys' Title Insurance Fund, Inc.

By _____

Charles J. Kovaleski
President

SERIAL

OPM - 2936279

FUND FORM OPM (rev. 3/98)

FUND OWNER'S FORM
Schedule A

POLICY NO: OPM-2936279 **FILE NO: Landmark-26060**

EFFECTIVE DATE: March 14, 2007 @ 11:03 am **Agent's File Ref: 06-741**

Amount of Insurance: **$30,000.00**

1. Name of Insured:

   Fort Lauderdale Community Redevelopment Agency, a Public Body Corporation and Politic

2. The estate or interest in the land described herein and which is covered by this policy is a fee simple (if other, specify same) and is at the effective date hereof vested in the named insured as shown by instrument recorded in Official Records Book 43741,Page 226 of the Public Records of Broward County, Florida.

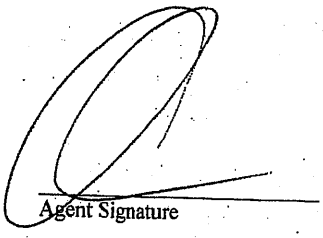
3. The land referred to in this Policy is described as follows:

   See Attached Exhibit 'A'

ISSUED BY:

Landmark Title Services, Inc.
2200 West Commercial Blvd., Suite #102
Ft. Lauderdale, Florida 33309

Agent No.
16983



Agent Signature

FUND Form OPM-SCH.A (rev.12/92)

Policy Number: OPM-2936279
File No: 06-741

This policy does not insure against loss or damage by reason of the following:

1. Taxes for the year of the effective date of this policy and taxes and special assessments, which are not shown as existing liens by the public records.

2. Rights or claims of parties in possession not shown by the public records.

3. Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey and inspection of the premises.

4. Easements, or claims of easements, not shown by the public records.

5. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.

6. NOTE: The policy to be issued in accordance with this commitment will not insure against loss or damage arising as the result of unpaid charges for public utilities furnished by any county, municipality, or public service corporation, which may be or may become a lien upon the land insured hereby under any provision of the Florida Statutes including Section 159.17, and/or any county, municipal, or special taxing district assessment, including those levied under the provisions of Chapter 190, Florida Statutes.

7. Any lien provided by Chapter 159, Florida Statutes, in favor of any city, town, village or port authority for unpaid service charges for service by any water, sewer or gas system supplying the insured land.

8. Restrictions and easements (deleting therefrom any restrictions indicating any preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin), contained in Plat Book 1, at page 48, of the Public Records of Broward County, Florida.

9. Ordinance filed in Official Records Book 15316, at page 195, of the Public Records of Broward County, Florida.

10. Declaration of Covenants, Restrictions and Easements (deleting therefrom any restrictions indicating any preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin), filed in Official Records Book 22347, at page 843, of the Public Records of Broward County, Florida.

11. Agreement filed in Official Records Book 22347, at page 760, of the Public Records of Broward County, Florida.

12. Easement granted by instrument filed in Official Records Book 22347, at page 640, of the Public Records of Broward County, Florida.

13. Riparian rights and littoral rights are neither insured nor guaranteed.

FILE NO: Landmark-26060
Agent's File Ref: 06-741

Attorney's Title Insurance Fund, Inc.
Privacy Policy Notice

PURPOSE OF THIS NOTICE

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of Attorneys' Title Insurance Fund, Inc.

1. *INFORMATION WE COLLECT*:

We may collect nonpublic personal information about you from the following sources:

- Information we receive from you, such as an application or other forms.
- Information about your transactions we secure from our files, or from our affiliates or others.
- Information we may receive from a consumer reporting agency.
- Information that we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

2. *INFORMATION WE DISCLOSE TO THIRD PARTIES AS PERMITTED BY LAW:*

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law.

WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.

3. *OUR PRACTICES REGARDING INFORMATION CONFIDENTIALITY AND SECURITY*:

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

EXHIBIT "A"

The West Forty Feet (40') of Lots Fifty-One (51) and Fifty-Two (52), in Block Fifteen (15), of NORTH LAUDERDALE, according to the plat thereof, recorded in Plat Book 1, Page 48, of the Public Records of Dade County, Florida; said property lying and situate in Broward County, Florida.

LESS

Florida, viz: That part of the west 40 feet of Lots 51 and 52 of Block 15 of "North Lauderdale" as recorded in Plat Book 1, Page 48, of the Public Records of Dade County, Florida, described as follows: Begin at the northeast corner of said west 40 feet of Lot 52; thence go westerly 40 feet along the north line thereof to the northwest corner of said Lot 52; thence southerly along the west line of said Lots 52 and 51, 26.3 feet to the tangent point of a circular arc having a radius of 10 feet and being concave to the southeast; thence northerly to easterly along said arc 15.71 feet through a central angle of 90° 00' to the end of said arc; thence easterly and tangent to said arc also being 35 feet south and parallel to the north boundary of the S½ of Section 3, Township 50 South, Range 42 East, 30 feet to the east line of said west 40 feet; thence northerly 16.3 feet along said east line to the Point of Beginning; containing 673.46 square feet, more or less.

FARRINGTON
City of Fort Lauderdale
Bid 12642-925

Landmark

INSTR # 100416729
OR BK 30696 PG 0769
RECORDED 07/24/2000 08:16 AM
COMMISSION
BROWARD COUNTY
DOC STMP-D 350.00
DEPUTY CLERK 1047

PREPARED BY:
CECIL T. FARRINGTON
Attorney At Law
1995 E. Oakland Park Blvd. - Ste. 110
Fort Lauderdale, FL 33306-1147

Property I.D. Nos. 102103-01-18600;
10203-01-18700; and 10203-10-18900

WARRANTY DEED

THIS INDENTURE, made this 14 day of June 2000, between CECIL T. FARRINGTON, of the County of Broward, State of Florida, grantor, and FORT LAUDERDALE COMMUNITY REDEVELOPMENT AGENCY, a Community Redevelopment Agency created pursuant to Chapter 163, Part III, Florida Statutes, whose post office address is 100 North Andrews Avenue, Fort Lauderdale 33301, of the County of Broward and State of Florida, grantee.

WITNESSETH, That said grantor, for and in consideration of the sum of Ten Dollars and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said grantee, and grantee's successors and assigns forever, the following described real property, situate, lying and being in Broward County, Florida, to-wit:

An undivided one-quarter (1/4th) interest in and to Lots 49 and 50 and the east 87.5 feet of Lots 51 and 52 of Block 15 of NORTH LAUDERDALE, according to the plat thereof, as recorded in Plat Book 1, page 48, of the Public Records of Dade County, Florida;

Together with an undivided one-quarter (1/4th) interest in and to all that part of the west one-half (1/2) of the alley in said Block 15 of NORTH LAUDERDALE which lies north of an extension easterly in the same direction of the south line of Lot 49 of Block 15 of NORTH LAUDERDALE.

SUBJECT TO the rights of the public in that part of Lot 52 and that part of said alley lying within the right-of-way of Sistrunk Boulevard (formerly N.W. 6th Street) as now laid out; and

SUBJECT TO valid and enforceable rights, if any, of owners of lands abutting the alley in Block 15 of the plat of NORTH LAUDERDALE to use said alley for ingress and egress from their respective lands to N.W. 5th Street and Sistrunk Boulevard (formerly N.W. 6th Street).

SUBJECT TO restrictions, reservations and easements of record which are valid and enforceable at this time, if any, and subject to taxes subsequent to 1999.

OR BK 30696 PG 0770

and grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

THE LANDS HEREIN DESCRIBED are vacant and unimproved. Grantor Cecil T. Farrington resides at the address set forth immediately under his signature line and the grantor does not reside on the lands herein described or on lands contiguous therewith. The fractional interest hereby conveyed is the entire interest of grantor in the Lots referred to herein.

*"Grantor" and "grantee" are used for singular or plural, as context requires.

IN WITNESS WHEREOF, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered
in our presence:

Signature of Witness: Lorraine J. Cote
Printed Name of Witness: LORRAINE J. COTE

Signature of Witness: Sandra Killam
Printed Name of Witness: SANDRA KILLAM

Cecil T. Farrington (SEAL)
P.O. Address: 2890 N.E. 29th Street
Fort Lauderdale, FL 33306

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this June 14, 2000, by Cecil T. Farrington, who is personally known to me ___ (yes or no) or has produced Florida Driver's License as identification.

NOTARY PUBLIC:

(SIGNATURE)
(PRINT NAME) Margaret L. Sanchez
Notary Public of the State of Florida
Commission No.:
My commission expires:

Margaret Lauren Sanchez
COMMISSION # CC 724789
EXPIRES MAR 15, 2002
BONDED THRU
ATLANTIC BONDING CO., INC.

INSTR # 100416730
OR BK 30696 PG 0771
RECORDED 07/24/2000 08:16 AM
COMMISSION
BROWARD COUNTY
DEPUTY CLERK 1047

PREPARED BY:
CECIL T. FARRINGTON
Attorney At Law
1995 E. Oakland Park Blvd. - Ste. 110
Fort Lauderdale, FL 33306-1147

Property I.D. Nos. 102103-01-18600;
10203-01-18700; and 10203-10-18900

WARRANTY DEED

THIS INDENTURE, made this 7th day of June, 2000, between JO ANN FARRINGTON, of the County of Fairfax, State of Virginia, grantor, and FORT LAUDERDALE COMMUNITY REDEVELOPMENT AGENCY, a Community Redevelopment Agency created pursuant to Chapter 163, Part III, Florida Statutes, whose post office address is 100 North Andrews Avenue, Fort Lauderdale 33301, of the County of Broward and State of Florida, grantee.

WITNESSETH, That said grantor, for and in consideration of the sum of Ten Dollars and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said grantee, and grantee's successors and assigns forever, the following described real property, situate, lying and being in Broward County, Florida, to-wit:

An undivided one-quarter (1/4th) interest in and to Lots 49 and 50 and the east 87.5 feet of Lots 51 and 52 of Block 15 of NORTH LAUDERDALE, according to the plat thereof, as recorded in Plat Book 1, page 48, of the Public Records of Dade County, Florida;

Together with an undivided one-quarter (1/4th) interest in and to all that part of the west one-half (1/2) of the alley in said Block 15 of NORTH LAUDERDALE which lies north of an extension easterly in the same direction of the south line of Lot 49 of Block 15 of NORTH LAUDERDALE.

SUBJECT TO the rights of the public in that part of Lot 52 and that part of said alley lying within the right-of-way of Sistrunk Boulevard (formerly N.W. 6th Street) as now laid out; and

SUBJECT TO valid and enforceable rights, if any, of owners of lands abutting the alley in Block 15 of the plat of NORTH LAUDERDALE to use said alley for ingress and egress from their respective lands to N.W. 5th Street and Sistrunk Boulevard (formerly N.W. 6th Street).

SUBJECT TO restrictions, reservations and easements of record which are valid and enforceable at this time, if any, and subject to taxes subsequent to 1999.

and grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

THE LANDS HEREIN DESCRIBED are vacant and unimproved. Grantor Jo Ann Farrington resides at the address set forth immediately under her signature line and the grantor does not reside on the lands herein described or on lands contiguous therewith. The fractional interest hereby conveyed is the entire interest of grantor in the Lots referred to herein.

*"Grantor" and "grantee" are used for singular or plural, as context requires.

IN WITNESS WHEREOF, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered
in our presence:

Signature of Witness: Cynthia L. Mitchell
Printed Name of Witness: Cynthia L. Mitchell

Jo Ann Farrington (SEAL)
P.O. Address: 604 Utterback Store Road
Great Falls, VA 22066

Signature of Witness: Julie M. Wilson
Printed Name of Witness: Julie M. Wilson

~~STATE OF~~ District of Columbia
~~COUNTY OF~~ _____

The foregoing instrument was acknowledged before me this June 17, 2000, by Jo Ann Farrington, who is personally known to me yes (yes or no) or has produced _____ as identification.

NOTARY PUBLIC:

(SEAL)

(SIGNATURE) Lisa F. Anderson
(PRINT NAME) LISA F. ANDERSON
I am a Notary Public of the ~~State~~ District of Columbia, and my commission expires on 7-31-00
(date)

INSTR # 100416732
OR BK 30696 PG 0776
RECORDED 07/24/2000 08:16 AM
COMMISSION
BROWARD COUNTY
DEPUTY CLERK 1047

PREPARED BY:
CECIL T. FARRINGTON
Attorney At Law
1995 E. Oakland Park Blvd. - Ste. 110
Fort Lauderdale, FL 33306-1147

Property I.D. Nos. 102103-01-18600;
10203-01-18700; and 10203-10-18900

WARRANTY DEED

THIS INDENTURE, made this 8th day of June, 2000, between JERRELL VOGLER, of the County of Macon, State of North Carolina, grantor, and FORT LAUDERDALE COMMUNITY REDEVELOPMENT AGENCY, a Community Redevelopment Agency created pursuant to Chapter 163, Part III, Florida Statutes, whose post office address is 100 North Andrews Avenue, Fort Lauderdale 33301, of the County of Broward and State of Florida, grantee.

WITNESSETH, That said grantor, for and in consideration of the sum of Ten Dollars and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said grantee, and grantee's successors and assigns forever, the following described real property, situate, lying and being in Broward County, Florida, to-wit:

An undivided one-sixteenth (1/16th) interest in and to Lots 49 and 50 and the east 87.5 feet of Lots 51 and 52 of Block 15 of NORTH LAUDERDALE, according to the plat thereof, as recorded in Plat Book 1, page 48, of the Public Records of Dade County, Florida;

Together with an undivided one-sixteenth (1/16th) interest in and to all that part of the west one-half (1/2) of the alley in said Block 15 of NORTH LAUDERDALE which lies north of an extension easterly in the same direction of the south line of Lot 49 of Block 15 of NORTH LAUDERDALE.

SUBJECT TO the rights of the public in that part of Lot 52 and that part of said alley lying within the right-of-way of Sistrunk Boulevard (formerly N.W. 6th Street) as now laid out; and

SUBJECT TO valid and enforceable rights, if any, of owners of lands abutting the alley in Block 15 of the plat of NORTH LAUDERDALE to use said alley for ingress and egress from their respective lands to N.W. 5th Street and Sistrunk Boulevard (formerly N.W. 6th Street).

SUBJECT TO restrictions, reservations and easements of record which are valid and enforceable at this time, if any, and subject to taxes subsequent to 1999.

and grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

THE LANDS HEREIN DESCRIBED are vacant and unimproved. Grantor Jerrell Vogler resides at the address set forth immediately under his signature line and the grantor does not reside on the lands herein described or on lands contiguous therewith. The fractional interest hereby conveyed is the entire interest of grantor in the Lots referred to herein.

*"Grantor" and "grantee" are used for singular or plural, as context requires.

IN WITNESS WHEREOF, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered
in our presence:

Signature of Witness: Laura Peden
Printed Name of Witness: Laura Peden

Signature of Witness: Linda Williams
Printed Name of Witness: Linda Williams

Jerrell Vogler (SEAL)
Jerrell Vogler
P.O. Address: 320 S. Skeenah Road
Franklin, NC 28734

STATE OF NORTH CAROLINA
COUNTY OF MACON

The foregoing instrument was acknowledged before me this 8th of June, 2000, by Jerrell Vogler, who is personally known to me ✓ (yes or no) or has produced _____ as identification.

NOTARY PUBLIC:

(SIGNATURE) Laura Peden
(PRINT NAME) Laura Peden
I am a Notary Public of the State of North Carolina, and my commission expires on April 20, 2002
(date)

(SEAL)
LAURA PEDEN
NOTARY PUBLIC
MACON COUNTY, N.C.

INSTR # 100416733
OR BK 30696 PG 0778
RECORDED 07/24/2000 08:16 AM
COMMISSION
BROWARD COUNTY
DOC STMP-D 0.70
DEPUTY CLERK 1047

PREPARED BY:
CECIL T. FARRINGTON
Attorney At Law
1995 E. Oakland Park Blvd. - Ste. 110
Fort Lauderdale, FL 33306-1147

Property I.D. Nos. 102103-01-18600;
10203-01-18700; and 10203-10-18900

WARRANTY DEED

THIS INDENTURE, made this 9th day of June, 2000, between ~~LEWIS~~ D. VOGLER, JR., of the County of Onslow, State of North Carolina, grantor, and FORT LAUDERDALE COMMUNITY REDEVELOPMENT AGENCY, a Community Redevelopment Agency created pursuant to Chapter 163, Part III, Florida Statutes, whose post office address is 100 North Andrews Avenue, Fort Lauderdale 33301, of the County of Broward and State of Florida, grantee.

WITNESSETH, That said grantor, for and in consideration of the sum of Ten Dollars and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said grantee, and grantee's successors and assigns forever, the following described real property, situate, lying and being in Broward County, Florida, to-wit:

An undivided one forty-eighth (1/48th) interest in and to Lots 49 and 50 and the east 87.5 feet of Lots 51 and 52 of Block 15 of NORTH LAUDERDALE, according to the plat thereof, as recorded in Plat Book 1, page 48, of the Public Records of Dade County, Florida;

Together with an undivided one forty-eighth (1/48th) interest in and to all that part of the west one-half (1/2) of the alley in said Block 15 of NORTH LAUDERDALE which lies north of an extension easterly in the same direction of the south line of Lot 49 of Block 15 of NORTH LAUDERDALE.

SUBJECT TO the rights of the public in that part of Lot 52 and that part of said alley lying within the right-of-way of Sistrunk Boulevard (formerly N.W. 6th Street) as now laid out; and

SUBJECT TO valid and enforceable rights, if any, of owners of lands abutting the alley in Block 15 of the plat of NORTH LAUDERDALE to use said alley for ingress and egress from their respective lands to N.W. 5th Street and Sistrunk Boulevard (formerly N.W. 6th Street).

SUBJECT TO restrictions, reservations and easements of record which are valid and enforceable at this time, if any, and subject to taxes subsequent to 1999.

and grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

THE LANDS HEREIN DESCRIBED are vacant and unimproved. Grantor Lewis D. Vogler, Jr. resides at the address set forth immediately under his signature line and the grantor does not reside on the lands herein described or on lands contiguous therewith. The fractional interest hereby conveyed is the entire interest of grantor in the Lots referred to herein.

*"Grantor" and "grantee" are used for singular or plural, as context requires.

IN WITNESS WHEREOF, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered
in our presence:

Signature of Witness: _____
Printed Name of Witness: Gerald W. Lowder

Signature of Witness: _____
Printed Name of Witness: HESSEN, JAMES A.
CAPT USMC

_____ (SEAL)
Lewis D. Vogler, Jr.
P.O. Address: 102 Dockside Drive
Jacksonville, NC 28546

On this 9 day of JUNE, 2000, before me DARRIN DENNY, the undersigned officer, personally appeared LEWIS D. VOGLER, JR., known to me (or satisfactorily proven) to be serving in or with, or whose duties require his presence with the Armed Forces of the United States, and to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained, and the undersigned does further certify that he is at the date of this certificate a commissioned officer of the rank stated below and is in the active serve of the Armed Forces of the United States.

_____
(Signature of Commissioned Officer)

MAJOR USMC
(Rank of commissioned officer and command or branch of service to which officer is attached)

6

Return to: Grantee (addressed stamped envelope is enclosed)

This instrument prepared by:

Rohan Kelley, Esquire
3365 Galt Ocean Drive
Fort Lauderdale, Florida 33308
Telephone: (305) 563-1400

INSTR # 100416734
OR BK 30696 PG 0780
RECORDED 07/24/2000 08:16 AM
COMMISSION
BROWARD COUNTY
DOC STMP-D 0.70
DEPUTY CLERK 1047

Property Appraisers Parcel I.D. (Folio) Number(s):
10203-01-18600; 10203-01-18700 and 10203-01-18900

[Space Above This Line for Recording Data]

Trustee's Deed of Distribution

This Indenture is made this 14th day of June, 2000, **Between** ***Rohan Kelley*** and ***Shaun Kelley-Corkern, Co-Trustees of the Phyllis Kelley Living Trust under agreement dated April 9, 1990,*** whose post office address is 3365 Galt Ocean Drive, of the County of Broward, in the State of Florida, grantor* and ***Rohan Kelley, Trustee of Shaun's Trust, created under Article 9 of the Phyllis Kelley Living Trust under agreement dated April 9, 1990,*** whose post office address is 3365 Galt Ocean Drive, Fort Lauderdale, 33301 of the County of Broward, State of Florida, grantee*,

Witnesseth: That the grantor, in fulfilling fiduciary obligations created under the terms of the trust, and without separate consideration, grants, transfers, assigns, releases, conveys and confirms all the grantor's right, title, interest, claim and demand in the real property described below to the grantee, said property lying and being in Broward County, Florida, to-wit:

An undivided one-eighth (1/8th) interest in and to Lots 49 and 50 and the east 87.5 feet of Lots 51 and 52 of Block 15 of NORTH LAUDERDALE, according to the plat thereof, as recorded in Plat Book 1, page 48, of the Public Records of Dade County, Florida;

Together with an undivided one-eighth (1/8th) interest in and to all that part of the west half (½) of the alley in said block 15 of NORTH LAUDERDALE which lies north of an extension easterly in the same direction of the south line of Lot 49, Block 15 of NORTH LAUDERDALE.

SUBJECT TO the rights of the public in that part of Lot 52 and that part of said alley lying within the right-of-way of Sistrunk Boulevard (formerly N.W. 6th Street) as now laid out or used; and

SUBJECT TO valid and enforceable rights, if any, of owners of lands abutting the alley in Block 15 of the plat of NORTH LAUDERDALE to sue said alley for ingress and egress from their respective lands to N.W. 5th Street and Sistrunk Boulevard (formerly N.W. 6th Street).

SUBJECT TO restrictions, reservations and easements of record which are valid and enforceable at this tie, if any, and subject to taxes subsequent to 1999.

To Have and to Hold the same together with all and singular the appurtenances thereto belonging or in anywise appertaining, and all the grantor's estate, right, title, interests, equity and claim whatsoever, either in law or equity, to the proper use, benefit and behoof of the grantee forever.

* "Grantor", "grantee" and "trustee" are used to represent singular or plural number, as the context requires.

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

Signed, sealed and delivered in our presence:

Mona Izadyar
Mona Izadyar

Rohan Kelley
Rohan Kelley, as Trustee (Seal)

Sean Kelley
Sean Kelley

Shaun Kelley-Corkern
Shaun Kelley-Corkern, as Trustee (Seal)

State of Florida
County of Broward

The foregoing instrument was acknowledged before me this 14th day of June, 2000 by ***Rohan Kelley*** and ***Shaun Kelley-Corkern*** as Co-trustees of the Phyllis Kelley Revocable Living Trust.

Mona Izadyar
Mona Izadyar
NOTARY PUBLIC
State of Florida at Large

(N.P. Seal) MONA IZADYAR
STATE OF FLORIDA NOTARY PUBLIC
My Comm Exp. 6/16/2003
No. CC 847250
Personally Known [ ] Other I.D.

My Commission Expires:

Check applicable statement:
☒ Person is personally known to me, or
☐ Person produced as identification a driver's license issued within the past 5 years by the State of Florida.

Return to: Grantee (addressed stamped envelope is enclosed)

This instrument prepared by:

Rohan Kelley, Esquire
3365 Galt Ocean Drive
Fort Lauderdale, Florida 33308
Telephone: (305) 563-1400

INSTR # 100416737
OR BK 30696 PG 0786
RECORDED 07/24/2000 08:16 AM
COMMISSION
BROWARD COUNTY
DOC STMP-D 0.70
DEPUTY CLERK 1047

Property Appraisers Parcel I.D. (Folio) Number(s):
10203-01-18600; 10203-01-18700 and 10203-01-18900

[Space Above This Line for Recording Data]

Warranty Deed

(Statutory Form - Section 689.02 F.S.)

This Indenture is made this 14th day of June, 2000, **Between** ***Rohan Kelley,*** joined by his wife, ***Carolanne Kelley,*** whose post office address is 3365 Galt Ocean Drive, of the County of Broward, in the State of Florida, grantor*, and ***Fort Lauderdale Community Redevelopment Agency,*** a Community Redevelopment Agency created pursuant to Chapter 163, Part III, Florida Statutes, whose post office address is 100 North Andrews Avenue, Fort Lauderdale, 33301 of the County of Broward, State of Florida, grantee*,

Witnesseth, That the grantor, for and in consideration of the sum of Ten ($10.00) Dollars, and other good and valuable considerations to the grantor in hand paid by the grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Broward County, Florida, to-wit:

An undivided one-eighth (1/8th) interest in and to Lots 49 and 50 and the east 87.5 feet of Lots 51 and 52 of Block 15 of NORTH LAUDERDALE, according to the plat thereof, as recorded in Plat Book 1, page 48, of the Public Records of Dade County, Florida;

Together with an undivided one-eighth (1/8th) interest in and to all that part of the west half (½) of the alley in said block 15 of NORTH LAUDERDALE which lies north of an extension easterly in the same direction of the south line of Lot 49, Block 15 of NORTH LAUDERDALE.

SUBJECT TO the rights of the public in that part of Lot 52 and that part of said alley lying within the right-of-way of Sistrunk Boulevard (formerly N.W. 6th Street) as now laid out or used; and

SUBJECT TO valid and enforceable rights, if any, of owners of lands abutting the alley in Block 15 of the plat of NORTH LAUDERDALE to sue said alley for ingress and egress from their respective lands to N.W. 5th Street and Sistrunk Boulevard (formerly N.W. 6th Street).

OR BK 30696 PG 0787

SUBJECT TO restrictions, reservations and easements of record which are valid and enforceable at this tie, if any, and subject to taxes subsequent to 1999.

And the grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

* "Grantor", "grantee" and "trustee" are used to represent singular or plural number, as the context requires.

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

Signed, sealed and delivered in our presence:

Mona Izadyar
Mona Izadyar

Rohan Kelley (Seal)
Rohan Kelley

Sean Kelley
Sean Kelley

Carolanne Kelley (Seal)
Carolanne Kelley

State of Florida
County of Broward

The foregoing instrument was acknowledged before me this 14th day of June, 2000 by ***Rohan Kelley,*** and ***Carolanne Kelley,*** his wife.

Mona Izadyar
Mona Izadyar
NOTARY PUBLIC
State of Florida at Large

(N. P. SEAL)

STATE OF FLORIDA NOTARY PUBLIC
MONA IZADYAR
My Comm Exp. 6/16/2003
No. CC 847250
[X] Personally Known [ ] Other I.D.

My Commission Expires:

Check applicable statement:
☒ Person is personally known to me, or
☐ Person produced as identification a driver's license issued within the past 5 years by the State of Florida.

Return to: Grantee (addressed stamped envelope is enclosed)

This instrument prepared by:

Rohan Kelley, Esquire
3365 Galt Ocean Drive
Fort Lauderdale, Florida 33308
Telephone: (305) 563-1400

Property Appraisers Parcel I.D. (Folio) Number(s):
10203-01-18600; 10203-01-18700 and 10203-01-18900

INSTR # 100416736
OR BK 30696 PG 0784
RECORDED 07/24/2000 08:16 AM
COMMISSION
BROWARD COUNTY
DOC STMP-D 0.70
DEPUTY CLERK 1047

[Space Above This Line for Recording Data]

Warranty Deed

(Statutory Form - Section 689.02 F.S.)

This Indenture is made this 14th day of June, 2000, **Between** ***Rohan Kelley, as Trustee of Shaun's Trust, created under Article 9 of the Phyllis Kelley Living Trust under agreement dated April 9, 1990***, whose post office address is 3365 Galt Ocean Drive, of the County of Broward, in the State of Florida, grantor*, and ***Fort Lauderdale Community Redevelopment Agency***, a Community Redevelopment Agency created pursuant to Chapter 163, Part III, Florida Statutes, whose post office address is 100 North Andrews Avenue, Fort Lauderdale, 33301 of the County of Broward, State of Florida, grantee*,

Witnesseth, That the grantor, for and in consideration of the sum of Ten ($10.00) Dollars, and other good and valuable considerations to the grantor in hand paid by the grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Broward County, Florida, to-wit:

An undivided one-eighth (1/8th) interest in and to Lots 49 and 50 and the east 87.5 feet of Lots 51 and 52 of Block 15 of NORTH LAUDERDALE, according to the plat thereof, as recorded in Plat Book 1, page 48, of the Public Records of Dade County, Florida;

Together with an undivided one-eighth (1/8th) interest in and to all that part of the west half (½) of the alley in said block 15 of NORTH LAUDERDALE which lies north of an extension easterly in the same direction of the south line of Lot 49, Block 15 of NORTH LAUDERDALE.

SUBJECT TO the rights of the public in that part of Lot 52 and that part of said alley lying within the right-of-way of Sistrunk Boulevard (formerly N.W. 6th Street) as now laid out or used; and

SUBJECT TO valid and enforceable rights, if any, of owners of lands abutting the alley in Block 15 of the plat of NORTH LAUDERDALE to sue said alley for ingress and egress from their respective lands to N.W. 5th Street and Sistrunk Boulevard (formerly N.W. 6th Street).

OR BK 30696 PG 0785

SUBJECT TO restrictions, reservations and easements of record which are valid and enforceable at this tie, if any, and subject to taxes subsequent to 1999.

And the grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

* "Grantor", "grantee" and "trustee" are used to represent singular or plural number, as the context requires.

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

Signed, sealed and delivered in our presence:

Mona Izadyar

Mona Izadyar

Sean Kelley

(Seal)

Rohan Kelley, as Trustee of Shaun's Trust, created under Article 9 of the Phyllis Kelley Living Trust under agreement dated April 9, 1990

State of Florida
County of Broward

The foregoing instrument was acknowledged before me this 14th day of June, 2000 by ***Rohan Kelley, as Trustee of Shaun's Trust, created under Article 9 of the Phyllis Kelley Living Trust under agreement dated April 9, 1990.***

Mona Izadyar

Mona Izadyar
NOTARY PUBLIC
State of Florida at Large

MONA IZADYAR
My Comm Exp. 6/16/2003
No. CC 847250
[X] Personally Known [ ] Other I.D.

My Commission Expires:

(N. P. Seal)

Check applicable statement:
☒ Person is personally known to me, or
☐ Person produced as identification a driver's license issued within the past 5 years by the State of Florida.

Return to: Grantee (addressed stamped envelope is enclosed)

INSTR # 100416735
OR BK 30696 PG 0782
RECORDED 07/24/2000 08:16 AM
COMMISSION
BROWARD COUNTY
DOC STMP-D 0.70
DEPUTY CLERK 1047

This instrument prepared by:

Rohan Kelley, Esquire
3365 Galt Ocean Drive
Fort Lauderdale, Florida 33308
Telephone: (305) 563-1400

Property Appraisers Parcel I.D. (Folio) Number(s):
10203-01-18600; 10203-01-18700 and 10203-01-18900

[Space Above This Line for Recording Data]

Trustee's Deed of Distribution

This Indenture is made this 14th day of June, 2000, **Between** ***Rohan Kelley*** and ***Shaun Kelley-Corkern, Co-Trustees of the Phyllis Kelley Living Trust under agreement dated April 9, 1990***, whose post office address is 3365 Galt Ocean Drive, of the County of Broward, in the State of Florida, grantor* and ***Rohan Kelley***, whose post office address is 3365 Galt Ocean Drive, Fort Lauderdale, 33301 of the County of Broward, State of Florida, grantee*,

Witnesseth: That the grantor, in fulfilling fiduciary obligations created under the terms of the trust, and without separate consideration, grants, transfers, assigns, releases, conveys and confirms all the grantor's right, title, interest, claim and demand in the real property described below to the grantee, said property lying and being in Broward County, Florida, to-wit:

An undivided one-eighth (1/8th) interest in and to Lots 49 and 50 and the east 87.5 feet of Lots 51 and 52 of Block 15 of NORTH LAUDERDALE, according to the plat thereof, as recorded in Plat Book 1, page 48, of the Public Records of Dade County, Florida;

Together with an undivided one-eighth (1/8th) interest in and to all that part of the west half (½) of the alley in said block 15 of NORTH LAUDERDALE which lies north of an extension easterly in the same direction of the south line of Lot 49, Block 15 of NORTH LAUDERDALE.

SUBJECT TO the rights of the public in that part of Lot 52 and that part of said alley lying within the right-of-way of Sistrunk Boulevard (formerly N.W. 6th Street) as now laid out or used; and

SUBJECT TO valid and enforceable rights, if any, of owners of lands abutting the alley in Block 15 of the plat of NORTH LAUDERDALE to sue said alley for ingress and egress from their respective lands to N.W. 5th Street and Sistrunk Boulevard (formerly N.W. 6th Street).
SUBJECT TO restrictions, reservations and easements of record which are valid and enforceable at this tie, if any, and subject to taxes subsequent to 1999.

OR BK 30696 PG 0783

To Have and to Hold the same together with all and singular the appurtenances thereto belonging or in anywise appertaining, and all the grantor's estate, right, title, interests, equity and claim whatsoever, either in law or equity, to the proper use, benefit and behoof of the grantee forever.

* "Grantor", "grantee" and "trustee" are used to represent singular or plural number, as the context requires.

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

Signed, sealed and delivered in our presence:

Mona Izadyar
Mona Izadyar

Rohan Kelley (Seal)
Rohan Kelley, as Trustee

Sean Kelley
Sean Kelley

Shaun Kelley-Corkern (Seal)
Shaun Kelley-Corkern, as Trustee

State of Florida
County of Broward

The foregoing instrument was acknowledged before me this 14th day of June, 2000 by ***Rohan Kelley*** and ***Shaun Kelley-Corkern*** as Co-trustees of the Phyllis Kelley Revocable Living Trust.

Mona Izadyar
Mona Izadyar
NOTARY PUBLIC
State of Florida at Large

STATE OF FLORIDA NOTARY PUBLIC
M. MONA IZADYAR
My Comm Exp. 6/16/2003
No. CC 847250
[X] Personally Known [ ] Other I.D.

My Commission Expires:

Check applicable statement:
☒ Person is personally known to me, or
☐ Person produced as identification a driver's license issued within the past 5 years by the State of Florida.

File # 00-258 FTL. Comm. Redel.

(1)

AMERICAN LAND TITLE ASSOCIATION
OWNER'S POLICY 10-17-92 (Florida Modified)

POLICY NO.

OWNER'S POLICY OF TITLE INSURANCE

OP-9-1366-340

ISSUED BY

AMERICAN PIONEER
TITLE INSURANCE COMPANY

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, AMERICAN PIONEER TITLE INSURANCE COMPANY, a Florida corporation, herein called the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the Amount of Insurance stated in Schedule A, sustained or incurred by the insured by reason of:

1. Title to the estate or interest described in Schedule A being vested other than as stated therein;
2. Any defect in or lien or encumbrance on the title;
3. Unmarketability of the title;
4. Lack of a right of access to and from the land.

The Company will also pay the costs, attorneys' fees and expenses incurred in defense of the title, as insured, but only to the extent provided in the Conditions and Stipulations.

IN WITNESS WHEREOF, **AMERICAN PIONEER TITLE INSURANCE COMPANY** has caused this policy to be signed and sealed as of the Date of Policy shown in Schedule A, the policy to become valid when countersigned by an authorized signatory.

Issued by:

Landmark Title Services, Inc.
2200 W. Commercial Blvd.
Suite 301
Ft. Lauderdale, FL 33309

AMERICAN PIONEER TITLE INSURANCE COMPANY

AMERICAN PIONEER TITLE INSURANCE COMPANY CORPORATE SEAL 1988 FLORIDA

By: Roy W. Lascutto
President

Attest: George P. Daniels
Secretary

OP-9

OWNER'S FORM

COUNTY CODE	State Abbreviation		Commitment No.
16	FL	Schedule A	CM-1-1366-462

OFFICE FILE NUMBER	AGENT/BRANCH ID NUMBER	REINSURANCE NUMBER	SIMULTANEOUS NUMBER
00-258	1366		

POLICY NUMBER	DATE OF POLICY	AMOUNT OF INSURANCE
OP-9-1366-340	July 24, 2000 @ 8:17 am	$ 50,000.00

1. Name of Insured:

FORT LAUDERDALE COMMUNITY REDEVELOPMENT AGENCY, A Community Redevelopment Agency created pursuant to Chapter 163, Part III, Florida Statutes

2. The estate or interest in the land described herein and which is covered by this policy is **FEE SIMPLE**

3. The state or interest referred to herein is at date of Policy vested in:

FORT LAUDERDALE COMMUNITY REDEVELOPMENT AGENCY, A Community Redevelopment Agency created pursuant to Chapter 163, Part III, Florida Statutes, by virtue of that Deed recorded in Official Records Book 30696, at Page 786, of the Public Records of BROWARD County, Florida.

4. The land referred to in this policy is described as follows:

LOTS 49 and 50 and the East 87.5 feet of LOTS 51 and 52, less the right-of-way for N.W. 6th Street to the North, BLOCK 15, of NORTH LAUDERDALE, according to the Plat thereof as recorded in Plat Book 1, Page 48, of the Public Records of Miami-Dade County, Florida; said lands situate, lying and being in Broward County, Florida.

Said Lands now lying and being in **BROWARD** County, Florida.

COUNTERSIGNED AUTHORIZED SIGNATURE

Issued by:

LANDMARK TITLE SERVICES, INC.
2200 WEST COMMERCIAL BOULEVARD
FORT LAUDERDALE, FLORIDA 33309

This Policy is valid only if Schedule B is attached

OWNER'S POLICY

Policy Number **OP-9-1366-340**

Schedule B

EXCEPTIONS

This policy does not insure against loss or damage by reason of the following:

1. Rights or claims of parties in possession not shown by the public records.

2. Encroachments, overlaps, boundary line disputes and any other matters which would be disclosed by an accurate survey and inspection of the premises.

3. Easements or claims of easements not shown by the public records.

4. Taxes or special assessments not shown by the public records.

5. Taxes and assessments for the year 2000 and subsequent years not yet due and payable.

6. Dedications, Easements and Restrictions as shown on the Plat of NORTH LAUDERDALE, as recorded in Plat Book 1, Page 48, of the Public Records of Miami-Dade County, Florida.

7. Terms and conditions contained in Ordinance No. C-88-17 by the City of Fort Lauderdale as recorded in Official Records Book 15316, Page 195.

8. Valid and enforceable rights, if any, of owners of lands abutting the alley in Block 15 of the plat of NORTH LAUDERDALE to use said alley for ingress and egress from their respective lands to N.W. 5 Street and Sistrunk Boulevard (formerly N.W. 6 Street).

All of the Public Records of BROWARD County, Florida unless otherwise indicated.

NOTE: This Policy consists of insert pages labeled Schedules A and B. This Policy is of no force and effect unless both pages are included along with any added pages incorporated by reference.

INSTR # 103766239
OR BK 36975 Pages 1954 - 1955
RECORDED 02/27/04 12:46:23
BROWARD COUNTY COMMISSION
DOC STMP-D: $355.60
DEPUTY CLERK 2000
#1, 2 Pages

THIS INSTRUMENT WAS PREPARED BY:
DONALD J. DOODY, ESQUIRE
GOREN, CHEROF, DOODY & EZROL, P.A.
3099 E. Commercial Blvd., Suite 200
Fort Lauderdale, Florida 33308

WARRANTY DEED

THIS INDENTURE, made this 20 day of February, 2004, between MARY WHITE, f/k/a Mary Walker Young, a single woman, whose post office address is 2814 NW 8th Street, Fort Lauderdale, Florida 33311, (hereinafter referred to as "Grantor") and FORT LAUDERDALE COMMUNITY REDEVELOPMENT AGENCY, a Florida public body corporate and public created pursuant to Section 163.356, F.S., whose post office address is 101 NE 3 Avenue #300, Fort Lauderdale, Florida 33301 (hereinafter referred to as "Grantee").

WITNESSETH:

That said Grantor, for and in consideration of the sum of TEN ($10.00) DOLLARS, and other good and valuable considerations to Grantor in hand paid by Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the Grantee, and Grantee's successors and assigns forever, the following described land, situate, lying and being in Broward County, Florida, to wit:

Lots 45 through 48, Block 15 of "North Lauderdale", according to the plat thereof, as recorded in Plat Book 1, at Page 48, of the Public Records of Miami-Dade County, Florida, together with the west ½ of that vacated 15 foot alley adjacent thereto.

Said lands situate, lying and being in Broward County, Florida.

PIN NO. 10203-01-18500

SUBJECT TO: Taxes for current year and subsequent years, zoning and/or restrictions and prohibitions imposed by governmental authorities, and easements and restrictions and other matters appearing on the plat and/or common to the subdivision.

Together with: All the 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 she is lawfully seized of said land in fee simple; that she has good right and lawful authority to sell and convey said land; that she

hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances.

IN WITNESS WHEREOF, Grantor has hereunto set her hand and seal the day and year first above written.

Signed, sealed and delivered

Sandra K Gonzalez
SANDRA K GONZALEZ
(Print or Type Name)

Mary White
MARY WHITE

BARRY S. LAZARUS
(Print or Type Name)

STATE OF FLORIDA)
) SS.:
COUNTY OF BROWARD)

2004 The foregoing instrument was acknowledged before me this 26 day of ~~December~~ February, ~~2003~~ by MARY WHITE, f/k/a Mary Walker Young, a single woman, who is personally known to me or has produced Florida Driver's Lic as identification.

NOTARY PUBLIC

DONALD J. DOODY
Print or Type Name

My Commission Expires:

Commission No.:

Donald J. Doody
MY COMMISSION # DD263462 EXPIRES
November 22, 2007
BONDED THRU TROY FAIN INSURANCE, INC.

2-6 WHITE

AMERICAN LAND TITLE ASSOCIATION
OWNER'S POLICY (10-17-92)
(WITH FLORIDA MODIFICATIONS)

Policy No. 7210609- 175263

CHICAGO TITLE INSURANCE COMPANY

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, CHICAGO TITLE INSURANCE COMPANY, a Missouri corporation, herein called the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the Amount of Insurance stated in Schedule A, sustained or incurred by the insured by reason of:

1. Title to the estate or interest described in Schedule A being vested other than as stated therein;
2. Any defect in or lien or encumbrance on the title;
3. Unmarketability of the title;
4. Lack of a right of access to and from the land.

The Company will also pay the costs, attorneys' fees and expenses incurred in defense of the title, as insured, but only to the extent provided in the Conditions and Stipulations.

In Witness Whereof, CHICAGO TITLE INSURANCE COMPANY has caused this policy to be signed and sealed as of the Date of Policy shown in Schedule A, the policy to become valid when countersigned by an authorized signatory.

CHICAGO TITLE INSURANCE COMPANY

By: _____
President

ATTEST _____
Secretary

Goren, Cherof, Doody & Ezrol, P.A.
3099 E. Commercial Boulevard
Suite 200
Fort Lauderdale, FL 33308

(954) 771-4500

CHICAGO TITLE INSURANCE COMPANY CORPORATE SEAL 2001

OWNERS

SCHEDULE A

1 OFFICE FILE NUMBER	2 POLICY NUMBER	3 DATE OF POLICY	4 AMOUNT OF INSURANCE
30610	7210609-175263	02/27/04 12 :46 .23 p.m.	$ 50,800.00

1. Name of Insured:
   Fort Lauderdale Community Redevelopment Agency, a Florida public body corporate and public created pursuant to Section 163.356, F.S.

2. The estate or interest in the land which is covered by this Policy is:
   Fee Simple
3. Title to the estate or interest in the land is vested in the Insured.
4. The land herein described is encumbered by the following mortgage or trust deed, and assignments:
   None.

and the mortgages or trust deeds, if any, shown in Schedule B hereof.

5. The land referred to in this policy is described as follows:
   Lots 45 through 48, Block 15 of "North Lauderdale", according to the plat thereof, as recorded in Plat Book 1, Page 48, of the Public Records of Miami-Dade County, Florida, together with the west 1/2 of that vacated 15 foot alley adjacent thereto.

This policy valid only if Schedule B is attached.

2-6 WHITE

POLICY FORM

SCHEDULE B

Policy Number 7210609-175263

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

General Exceptions:

(1) Rights or claims of parties in possession not shown by the public records.

(2) Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey and inspection of the premises.

(3) Easements or claims of easements not shown by the public records.

(4) Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.

(5) Taxes or special assessments which are not shown as existing liens by the public records.

Special Exceptions: The mortgage, if any, referred to in Item 4 of Schedule A, if this schedule is attached to an Owner's Policy.

(6) Any claim that any portion of said lands are sovereignty lands of the State of Florida, including submerged, filled or artificially exposed lands and lands accreted to such lands.

(7) Taxes and assessments for the year 2004 and subsequent years.

(8) Utility Easement contained in Ordinance No. C-88-17 recorded in Official Records Book 15316, Page 195.

NOTE: General Exceptions 1, 2, 3, and 4 are hereby deleted.

Countersigned

GOREN, CHEROF,
DOODY & EZROL, P.A.

Authorized Signatory

Note: If this schedule is attached to a Loan Policy, junior and subordinate matters, if any, are not reflected herein.

Note: This Policy consists of insert pages labeled Schedules A and B. This Policy is of no force and effect unless both pages are included along with any added pages incorporated by reference.

2-6 WHITE

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.

   (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.

2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.

3. Defects, liens, encumbrances, adverse claims or other matters:

   (a) created, suffered, assumed or agreed to by the insured claimant;

   (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;

   (c) resulting in no loss or damage to the insured claimant;

   (d) attaching or created subsequent to Date of Policy; or

   (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.

4. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:

   (i) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or

   (ii) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure:

      (a) to timely record the instrument of transfer; or

      (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

CONDITIONS AND STIPULATIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

(a) "insured": the insured named in Schedule A, and, subject to any rights or defenses the Company would have had against the named insured, those who succeed to the interest of the named insured by operation of law as distinguished from purchase including, but not limited to, heirs, distributees, devisees, survivors, personal representatives, next of kin, or corporate or fiduciary successors.

(b) "insured claimant": an insured claiming loss or damage.

(c) "knowledge" or "known": actual knowledge, not constructive knowledge or notice which may be imputed to an insured by reason of the public records as defined in this policy or any other records which impart constructive notice of matters affecting the land.

(d) "land": the land described or referred to in Schedule A, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule A, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but nothing herein shall modify or limit the extent to which a right of access to and from the land is insured by this policy.

(e) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.

(f) "public records": records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge. With respect to Section 1(a)(iv) of the Exclusions From Coverage, "public records" shall also include environmental protection liens filed in the records of the clerk of the United States district court for the district in which the land is located.

(g) "unmarketability of the title": an alleged or apparent matter affecting the title to the land, not excluded or excepted from coverage, which would entitle a purchaser of the estate or interest described in Schedule A to be released from the obligation to purchase by virtue of a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE AFTER CONVEYANCE OF TITLE

The coverage of this policy shall continue in force as of Date of Policy in favor of an insured only so long as the insured retains an estate or interest in the land, or holds an indebtedness secured by a purchase money mortgage given by a purchaser from the insured, or only so long as the insured shall have liability by reason of covenants of warranty made by the insured in any transfer or conveyance of the estate or interest. This policy shall not continue in force in favor of any purchaser from the insured of either (i) an estate or interest in the land, or (ii) an indebtedness secured by a purchase money mortgage given to the insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 4(a) below, (ii) in case knowledge shall come to an insured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as insured, and which might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if title to the estate or interest, as insured, is rejected as unmarketable. If prompt notice shall not be given to the Company, then as to the insured all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any insured under this policy unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

4. DEFENSE AND PROSECUTION OF ACTIONS; DUTY OF INSURED CLAIMANT TO COOPERATE

(a) Upon written request by the insured and subject to the options contained in Section 6 of these Conditions and Stipulations, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an insured in litigation in which any third party asserts a claim adverse to the title or interest as insured, but only as to those stated causes of action alleging a defect, lien or encumbrance or other matter insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the insured to object for reasonable cause) to represent the insured as to those stated causes of action and shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs or expenses incurred by the insured in the defense of those causes of action which allege matters not insured against by this policy.

(b) The Company shall have the right, at its own cost, to institute and prosecute any action or proceeding or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest, as insured, or to prevent or reduce loss or damage to the insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this policy. If the Company shall exercise its rights under this paragraph, it shall do so diligently.

(c) Whenever the Company shall have brought an action or interposed a defense as required or permitted by the provisions of this policy, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from any adverse judgment or order.

(d) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding, the insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of the insured for this purpose. Whenever requested by the Company, the insured, at the Company's expense, shall give the Company all reasonable aid (i) in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as insured. If the Company is prejudiced by the failure of the insured to furnish the required cooperation, the Company's obligations to the insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

5. PROOF OF LOSS OR DAMAGE

In addition to and after the notices required under Section 3 of these Conditions and Stipulations have been provided the Company, a proof of loss or damage signed and sworn to by the insured claimant shall be furnished to the Company within 90 days after the insured claimant shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the defect in, or lien or encumbrance on the title, or other matter insured against by this policy which constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the insured claimant to provide the required proof of loss or damage, the Company's obligations to the insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such proof of loss or damage.

In addition, the insured claimant may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Policy, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the insured claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the insured claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the insured claimant to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in this paragraph shall terminate any liability of the Company under this policy as to that claim.

6. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Insurance.

To pay or tender payment of the amount of insurance under this policy together with any costs, attorneys' fees and expenses incurred by the insured claimant, which were authorized by the Company, up to the time of payment or tender of payment and which the Company is obligated to pay.

Upon the exercise by the Company of this option, all liability and obligations to the insured under this policy, other than to make the payment required, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, and the policy shall be surrendered to the Company for cancellation.

(b) To Pay or Otherwise Settle With Parties Other than the Insured or With the Insured Claimant.

(i) to pay or otherwise settle with other parties for or in the name of an insured claimant any claim insured against under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay; or

(ii) to pay or otherwise settle with the insured claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in paragraphs (b)(i) or (ii), the Company's obligations to the insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute or continue any litigation.

7. DETERMINATION, EXTENT OF LIABILITY AND COINSURANCE

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the insured claimant who has suffered loss or damage by reason of matters insured against by this policy and only to the extent herein described.

(a) The liability of the Company under this policy shall not exceed the least of:

(i) the Amount of Insurance stated in Schedule A; or,

(ii) the difference between the value of the insured estate or interest as insured and the value of the insured estate or interest subject to the defect, lien or encumbrance insured against by this policy.

(b) ***This paragraph removed in Florida policies.***

(c) The Company will pay only those costs, attorneys' fees and expenses incurred in accordance with Section 4 of these Conditions and Stipulations.

8. APPORTIONMENT

If the land described in Schedule A consists of two or more parcels which are not used as a single site, and a loss is established affecting one or more of the parcels but not all, the loss shall be computed and settled on a pro rata basis as if the amount of insurance under this policy was divided pro rata as to the value on Date of Policy of each separate parcel to the whole, exclusive of any improvements made subsequent to Date of Policy, unless a liability or value has otherwise been agreed upon as to each parcel by the Company and the insured at the time of the issuance of this policy and shown by an express statement or by an endorsement attached to this policy.

9. LIMITATION OF LIABILITY

(a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures the lack of a right of access to or from the land, or cures the claim of unmarketability of title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title as insured.

(c) The Company shall not be liable for loss or damage to any insured for liability voluntarily assumed by the insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees and expenses, shall reduce the amount of the insurance pro tanto.

11. LIABILITY NONCUMULATIVE

It is expressly understood that the amount of insurance under this policy shall be reduced by any amount the Company may pay under any policy insuring a mortgage to which exception is taken in Schedule B or to which the insured has agreed, assumed, or taken subject, or which is hereafter executed by an insured and which is a charge or lien on the estate or interest described or referred to in Schedule A, and the amount so paid shall be deemed a payment under this policy to the insured owner.

12. PAYMENT OF LOSS

(a) No payment shall be made without producing this policy for endorsement of the payment unless the policy has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.

(b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within 30 days thereafter.

13. SUBROGATION UPON PAYMENT OR SETTLEMENT

(a) The Company's Right of Subrogation.

Whenever the Company shall have settled and paid a claim under this policy, all right of subrogation shall vest in the Company unaffected by any act of the insured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the insured claimant would have had against any person or property in respect to the claim had this policy not been issued. If requested by the Company, the insured claimant shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The insured claimant shall permit the Company to sue, compromise or settle in the name of the insured claimant and to use the name of the insured claimant in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the insured claimant, the Company shall be subrogated to these rights and remedies in the proportion which the Company's payment bears to the whole amount of the loss.

If loss should result from any act of the insured claimant, as stated above, that act shall not void this policy, but the Company, in that event, shall be required to pay only that part of any losses insured against by this policy which shall exceed the amount, if any, lost to the Company by reason of the impairment by the insured claimant of the Company's right of subrogation.

(b) The Company's Rights Against Non-insured Obligors.

The Company's right of subrogation against non-insured obligors shall exist and shall include, without limitation, the rights of the insured to indemnities, guaranties, other policies of insurance or bonds, notwithstanding any terms or conditions contained in those instruments which provide for subrogation rights by reason of this policy.

14. ARBITRATION

Unless prohibited by applicable law, arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association may be demanded if agreed to by both the Company and the insured. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the insured arising out of or relating to the policy, any service of the Company in connection with its issuance or the breach of a policy provision or other obligation. Arbitration pursuant to this policy and under the Rules in effect on the date the demand for arbitration is made or, at the option of the insured, the Rules in effect at Date of Policy shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permit a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

(a) This policy together with all endorsements, if any, attached hereto by the Company is the entire policy and contract between the insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b) Any claim of loss or damage, whether or not based on negligence, and which arises out of the status of the title to the estate or interest covered hereby or by any action asserting such claim, shall be restricted to this policy.

(c) No amendment of or endorsement to this policy can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

16. SEVERABILITY

In the event any provision of the policy is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision and all other provisions shall remain in full force and effect.

17. NOTICES, WHERE SENT

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this policy and shall be addressed to the Company at the issuing office or to:

Chicago Title Insurance Company • Claims Department
171 North Clark Street • Chicago, Illinois 60601-3294
In Florida Call 1-800-883-2020

City of Fort Lauderdale

PINNELL SURVEY, INC.

2151 WEST HILLSBORO BLVD., SUITE 206
DEERFIELD BEACH, FLORIDA 33442
(954)418-4940 FAX(954)418-4941
CERTIFICATE NO.: LB6857

1215 WEST 19TH STREET
HOUSTON, TEXAS 77008
(713)880-0808 FAX(713)802-1221

SURVEY ADDRESS:
538 N.W. 8TH AVENUE
FORT LAUDERDALE, FLORIDA

CERTIFY TO:
1. THE URBAN GROUP, INC.
2. MARY WHITE F/K/A MARY WALKER YOUNG
3.
4.

FLOOD ZONE & ELEVATIONS:
FLOOD ZONE: AE
BASE FLOOD ELEVATION: 7'
CONTROL PANEL NO.: 125105-0216-F
DATE OF FIRM INDEX: 10/02/97

LOWEST FLOOR ELEVATION: N/A
GARAGE FLOOR ELEVATION: N/A

REFERENCE BENCHMARK: S.S.M.H. AT INTERSECTION OF N.W. 4TH STREET AND N.W. 9TH AVENUE, ELEV. = 6.279'

POTENTIAL ENCROACHMENTS:
1. NONE VISIBLE.

LEGAL DESCRIPTION:
LOTS 45 THROUGH 48, BLOCK 15 OF "NORTH LAUDERDALE", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, AT PAGE 48, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, TOGETHER WITH THE WEST ½ OF THAT VACATED 15 FOOT ALLEY ADJACENT THERETO.

SAID LANDS SITUATE, LYING AND BEING IN BROWARD COUNTY, FLORIDA

LEGEND & ABBREVIATIONS:

Δ	= ARC	ESMT.	= EASEMENT	P.B.	= PLAT BOOK
A/C	= AIR CONDITIONER	ELEV.	= ELEVATION	P.C.	= POINT OF CURVATURE
A.E.	= ANCHOR EASEMENT	E.M.	= ELECTRIC METER	P.I.	= POINT OF INTERSECTION
ASPH.	= ASPHALT	FND.	= FOUND	P.R.C.	= POINT OF REVERSE CURVE
B.M.	= BENCHMARK	F.P. & L.	= FLORIDA POWER & LIGHT	P.T.	= POINT OF TANGENCY
B.C.R.	= BROWARD COUNTY RECORDS	I.P.	= IRON PIPE	P.O.B.	= POINT OF BEGINNING
C.B.S.	= CONCRETE BLOCK STRUCTURE	I.R.	= IRON ROD	P.O.C.	= POINT OF COMMENCEMENT
CHATT.	= CHATTAHOOCHEE	L.B.	= LICENSED BUSINESS	P.P.	= POWER POLE
CONC.	= CONCRETE	L.P.	= LIGHT POLE	R	= RADIUS
C.L.F.	= CHAIN LINK FENCE	M.H.	= MANHOLE	RES.	= RESIDENCE
C.L.P.	= CONCRETE LIGHT POLE	(M)	= MEASURED	R/W	= RIGHT-OF-WAY
(C)	= CALCULATED	MAINT.	= MAINTENANCE	T	= TANGENT
C.B.	= CHORD BEARING	NO.	= NUMBER	(TYP.)	= TYPICAL
C.R.	= CABLE RISER	N.G.V.D.	= NATIONAL GEODETIC VERTICAL DATUM	U.E.	= UTILITY EASEMENT
(D)	= DEED	O.H.	= OVERHANG	W.F.	= WOOD FENCE
D.B.	= DEED BOOK	O.R.B.	= OFFICIAL RECORDS BOOK	W.M.	= WATER METER
D.C.R.	= DADE COUNTY RECORDS	O/S	= OFFSET	Δ	= DELTA OR CENTRAL ANGLE
D.E.	= DRAINAGE EASEMENT	(P)	= PLAT	℄	= CENTERLINE
ENCH.	= ENCROACHING	P.B.C.R.	= PALM BEACH COUNTY RECORDS	5.2	= ELEVATION

GENERAL NOTES:
1. TYPE OF SURVEY: BOUNDARY
2. THE PROPERTY SHOWN HEREON WAS NOT ABSTRACTED FOR OWNERSHIP, RIGHTS-OF-WAY, EASEMENTS OR OTHER MATTERS OF RECORD BY PINNELL SURVEY, INC.
3. UNLESS OTHERWISE NOTED, FIELD MEASUREMENTS ARE IN AGREEMENT WITH RECORD MEASUREMENTS.
4. THIS SURVEY IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
5. ELEVATIONS SHOWN HEREON (IF ANY) ARE BASED ON THE NATIONAL GEODETIC VERTICAL DATUM OF 1929, UNLESS OTHERWISE NOTED.
6. UNDERGROUND IMPROVEMENTS AND UTILITIES ARE NOT LOCATED.
7. BEARINGS SHOWN HEREON (IF ANY), ARE REFERENCED TO THE BEARING SYSTEM USED ON THE SUBDIVISION PLAT AS REFERENCED IN THE ABOVE LEGAL DESCRIPTION.
8. FENCE OWNERSHIP IS NOT DETERMINED.

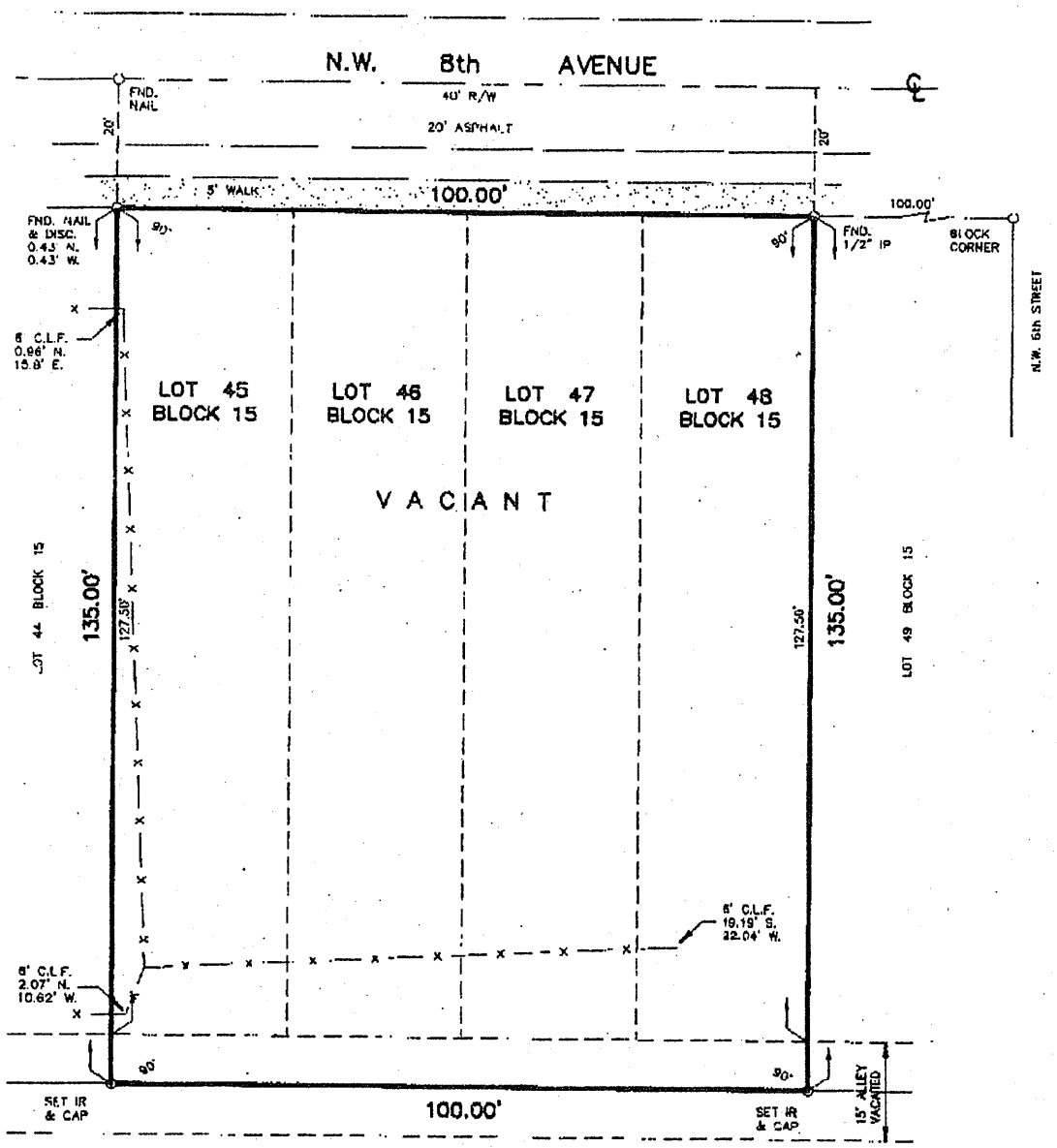
CERTIFICATION:
THIS IS TO CERTIFY THAT I HAVE RECENTLY SURVEYED THE PROPERTY DESCRIBED IN THE FOREGOING TITLE CAPTION AND HAVE SET OR FOUND MONUMENTS AS INDICATED ON THIS SKETCH AND THAT SAID ABOVE GROUND SURVEY AND SKETCH ARE ACCURATE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT THIS SURVEY MEETS MINIMUM TECHNICAL STANDARDS UNDER RULE 61G17-6, FLORIDA ADMINISTRATIVE CODE, ADOPTED BY THE FLORIDA STATE BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS.

11/3/03

JASON H. PINNELL
PROFESSIONAL SURVEYOR & MAPPER
LICENSE NO. 5734, STATE OF FLORIDA

REVISIONS	F.B./PG.	DATE

SKETCH NO.: 03-4161
DATE OF SURVEY: 10/28/03
CHECKED BY: M.M.
FIELD BOOK/PAGE: FILE
SIDE 1 OF 2



SCALE: 1" = 20'	SKETCH NO.: 03-4161
DRAWN BY: H.P.	SIDE 2 OF 2

ATTACHMENT 5

Parcel 2 Deeds

This Instrument Prepared by: Michael Hardiman
Southeast Alliance of Foreclosure Specialists, LLC
as Prime Contractor for contract #R-OPC-21230 for the
U.S. Department of Housing and Urban Development

Return to: W/C TRI-COUNTY
LAWYERS ADVANTAGE TITLE GROUP, INC.
8211 West Broward Blvd., S-110
Plantation, FL 33324

INSTR # 103171012
OR BK 35726 Pages 1750 - 1750
RECORDED 08/01/03 09:07:02
BROWARD COUNTY COMMISSION
DOC STMP-D: $193.90
DEPUTY CLERK 1913
#1, 1 Pages

Property Appraisers Parcel Identification
(Folio) Numbers:
Grantee SS #: 596000319
File No.: 753682

SPACE ABOVE THIS LINE FOR RECORDING DATA

THIS DEED NOT EFFECTIVE UNTIL July 28, 2003

THIS INDENTURE, made the 24 day of June, **A.D.** 2003 by **Mel Martinez, Secretary, Department of Housing and Urban Development, of Washington, D.C.** herein called the grantor, whose post office address is **40 Marietta Street, Five Points Plaza, Atlanta, GA 30303**, to **Fort Lauderdale Community Redevelopment Agency, a local government agency** whose post office address is ~~547 NW 7 Terrace, Fort Lauderdale, Florida 33311~~, hereinafter called the Grantee: 1424 S. Andrews Ave., Ste. 200, Ft. Lauderdale, Florida 33316
(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

W I T N E S S E T H: That the grantor, for and in consideration of the sum of TEN AND 00/100'S ($10.00) Dollars and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee all that certain land situate in Broward County, State of Florida, viz:

Lot 2, less road right of way and Lot 3, Block 15, of NORTH LAUDERDALE, according to the Plat thereof, as recorded in Plat Book 1, Page 48, of the Public Records of Broward County, Florida.

BEING the same property acquired by the grantor pursuant to the provisions of the National Housing Act, as amended (12 USC 1701 et seq.) and the Department of Housing and Urban Development Act (79 Stat. 667).
TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof. And also all the estate, right, title, interest, property, possession, claim and demand whatsoever, as well in law as equity, of the Grantor, of, in and to the same, and every part and parcel thereof, with appurtenances.
TO HAVE AND TO HOLD, the above granted and described premises with the appurtenances, unto the Grantee(s), and the heirs and assigns of said Grantee(s), to their only proper use and benefit in fee simple forever.
SUBJECT TO ALL covenants, restrictions, reservations, easements conditions and rights appearing of record and to real property taxes for the current and subsequent years and to any state of facts an accurate survey would show.
AND the same Grantor does hereby specially warrant the title to said land against the lawful claims of all persons claiming by, through or under Grantor.
IN WITNESS WHEREOF, the said grantor has set his/her hand and seal as a true and lawful attorney-in-fact for and on behalf of the said Secretary of Housing and Urban Development, under authority and by virtue of 35 F.R. 16106 (10/14/70), as amended, Title 24, Chapter II, Part 200, Subpart D., and 35 F.R. 16106 (10/17/70), as amended by F.R. 7608 (2/27/74).

Signed, sealed and delivered in the presence of:

Carolyn Cook
Witness Signature

Carolyn Cook
Printed Witness Name

Witness Signature

James Braswell
Printed Witness Name

MEL MARTINEZ
Secretary, Department of Housing and Urban Development
By: Southeast Alliance of Foreclosure Specialists, LLC
as Prime Contractor for contract #R-OPC-21230 for the
U.S. Department of Housing and Urban Development

Kim Shannon
Kim Shannon
Printed Name of Attorney in Fact
Southeast Alliance of Foreclosure Specialists
3280 Pointe Parkway, Suite 1000
Norcross, GA 30092

STATE OF GEORGIA **COUNTY OF ~~DOUGLAS~~** Gwinnett

BEFORE ME personally appeared Kim Shannon, who is personally well known to me to be the duly appointed Attorney-In-Fact for the U.S. Dept. of HUD, and the person who executed the foregoing instrument, by virtue of the authority vested in her/him by the above cited authority, and acknowledged before me that she/he executed the same as for and on behalf of MEL MARTINEZ, Secretary, Department of Housing and Urban Development, for the purposes therein expressed.
WITNESS my hand and Official Seal in the State and County last aforesaid the 31st day of June 2003

Notary Public
Rayalle Wright
Printed Notary Public
Notary Public, Gwinnett County, Georgia
My Commission Expires Aug. 15, 2006

My Commission Expires:

FATIC 524

Policy No. **FA-35-** 956604

POLICY OF TITLE INSURANCE

ISSUED BY

First American Title Insurance Company

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, FIRST AMERICAN TITLE INSURANCE COMPANY, a California corporation, herein called the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the Amount of Insurance stated in Schedule A, sustained or incurred by the Insured by reason of:

1. Title to the estate or interest described in Schedule A being vested other than as stated therein;
2. Any defect in or lien or encumbrance on the title;
3. Unmarketability of the title;
4. Lack of a right of access to and from the land.

The Company will also pay the costs, attorneys' fees and expenses incurred in defense of the title, as insured, but only to the extent provided in the Conditions and Stipulations.

First American Title Insurance Company

BY Gary L. Kennedy PRESIDENT

ATTEST Mark R. Arneson SECRETARY

SCHEDULE A FOR USE WITH OWNER'S POLICY (4-6-90) - FLORIDA MODIFICATIONS

FATIC-521

FIRST AMERICAN TITLE INSURANCE COMPANY

SCHEDULE A

Agent's File No.#: **753682**

Policy No.: **FA-35-FA-35-956604**

Date of Policy: **August 1, 2003 @ 9:07 a.m.**

Amount of Insurance **$27,700.00**

1. Name of Insured:

   Fort Lauderdale Community Redevelopment Agency

2. The estate or interest in the land which is covered by this policy is: **FEE SIMPLE**

3. Title to the estate or interest in the land is vested in:

   Fort Lauderdale Community Redevelopment Agency

4. The land referred to in this policy is described as follows:

   Lot 2, less road right of way and Lot 3, Block 15, of NORTH LAUDERDALE, according to the Plat thereof, as recorded in Plat Book 1, Page 48, of the Public Records of Broward County, Florida.

LAWYERS ADVANTAGE TITLE GROUP, INC.

By: _____
Authorized Signatory

FATIC-522

FIRST AMERICAN TITLE INSURANCE COMPANY

SCHEDULE B

Agent's File No.#: **753682**

Policy No.: **FA-35-FA-35-956604**

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

EXCEPTIONS FROM COVERAGE

1. Rights or claims of parties in possession not shown by the public records.
2. Easements, or claims of easements, not shown by the public records.
3. Encroachment, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey or inspection of the premises.
4. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. Any adverse claim to any portion of said land which has been created by artificial means or has accreted to any such portion so created and riparian rights, if any.
6. Taxes or special assessments which are not shown as existing liens by the public records.

Special Exceptions:

7. The lien of all taxes for the year 2003 and all subsequent years, which taxes are not yet due and payable.

Items Numbered ----- NONE ----- above are hereby deleted.

8. Restrictions, conditions, reservations, easements and other matters contained on the Plat of NORTH LAUDERDALE, recorded in Plat Book 1, Page 48, of the Public Records of Broward County, Florida.

9. Subject to utility easement contained in Ordinance No. C-88-17 recorded in O.R. Book 15316, Page 195 of the Public Records of Broward County, Florida.

10. Stipulation between Bi-Ads. Inc., and E. Gerald Cooper pertaining to right of ingress and egress, recorded in O.r. Book 17076, Page 606 of the Public Records of Broward County, Florida.

11. Any lien provided by Chapter 159, Florida Statutes, in favor of any city, town, village or port authority for unpaid service charges for services by any water, sewer or gas system supplying the premises described herein.

12. Personal property is not insured hereby.

13. Possible variation between lot lines and fence lines as shown on survey prepared by Pinnell Survey, Inc., dated June 7, 2003 and sketch number 03-2417.

2620

89507779

90013830

IN THE CIRCUIT COURT OF THE 17TH JUDICIAL CIRCUIT, IN AND FOR BROWARD COUNTY, FLORIDA.

CASE NO. 89-07708-Division 6

Fla. Bar No. 093191

BI-ADS, INC.
a Florida corporation,

Plaintiff,

vs.

E. GERALD COOPER,

Defendant.

CREDIT GIVEN

DEC 20 12 54 PM '89

DEC 15 FM 1:41

BK17019PG893

BK17019PG0606

JOINT STIPULATION OF SETTLEMENT AND DISMISSAL

COMES NOW the Plaintiff, BI-ADS, INC. a Florida corporation, by and through its' undersigned Attorney, Andrew Degraffenreidt, III, and the Defendant, E. GERALD COOPER, by and through his undersigned Attorney, Arthur M. Wolff, and entered into a Joint Stipulation of Settlement and Dismissal on the following terms and conditions, to wit:

1. Attached to this Stipulation as Exhibit "A" is the survey of 3 November, 1988 by Robert C. McLaughlin, Registered Land Surveyor, No. 3356, State of Florida, pertaining to the properties known as Lots 2 and 3, Block 15, and the East 1/2 of that certain alley (now vacated) lying West of said Lots 2 and 3, North Lauderdale, according to the Plat thereof, recorded in Plat Book 1, Page 48, of the Public Records of Broward County, Florida. Lots 2 and 3 referred to above were owned by the Defendant, E. GERALD COOPER.

2. The 15 Foot alley now vacated shown on Exhibit "A" lies West of Lots 2 and 3 and West of the property owned by the Plaintiff, BI-ADS, INC., the same being legally described as Lots 4 and 5, in Block 15, of North Lauderdale, according to the Plat thereof, recorded in Plat Book 1, Page 48, of the Public Records of Broward County, Florida.

3. The parties agree to settle their differences in this in this proceeding on the following terms and conditions, to wit:

1) The Plaintiff, BI-ADS, INC., its' heirs, successors

and assigns shall have unencumbered ingress and egress along the alley now vacated described on Exhibit "A" which alley was vacated by the City of Fort Lauderdale by Ordinance No. C-88-17 by Ordinance attached hereto as Exhibit "B". The alley is described as the 15 foot alley in Block 15, North Lauderdale, according to the Plat thereof and is recorded in Plat Book 1, Page 48, of the Public Records of Dade County, Florida, such land being situated in the City of Fort Lauderdale, Broward County, Florida with a street location from N.W. 5th Street to N.W. 6th Street between N.W. 7th Terrace and N.W. 8th Avenue in the City of Fort Lauderdale, Florida.

2) The Plaintiff, BI-ADS, INC., shall not obstruct the alley and shall maintain it and will use the alley for the purposes of ingress and egress. The Plaintiff, BI-ADS, INC., shall keep the alley free of debris and vegetation overgrowth.

3) The Defendant, E. GERALD COOPER, shall have the Right of First Refusal which shall run with the land with respect to the property owned by the Plaintiff, BI-ADS, INC., Lots 4 and 5 in Block 15 of North Lauderdale according to the Plat thereof, recorded in Plat Book 1, Page 48, of the Public Records of Dade County, Florida, said land being situate, lying and being in Broward County, Florida. It is the intention of the parties that the Defendant, E. GERALD COOPER, shall have the right to meet all offers and the First Right to Purchase the property should the Plaintiff, BI-ADS, INC., or its' successors, heirs or assigns intend to sell the same. Bona fide offers of sale to which the Plaintiff, BI-ADS, INC., agrees with respect to the property shall be submitted in writing to the Defendant, E. GERALD COOPER. The Defendant, E. GERALD COOPER, shall have a period of fifteen (15) days to elect to purchase the BI-ADS property on the same terms and conditions of the offer. This First Right of Refusal in favor of E. GERALD COOPER with respect to the BI-ADS, INC. property shall be applicable to all bona fide offers to which the Plaintiff, BI-ADS, INC. and any other person or entity shall engage.

4) The Bond posted by the Plaintiff in this cause shall

BK17019PG 894

BK17019PG0607

be returned to the Plaintiff from the Registry of the Court by the Clerk.

5) The parties shall bear their own attorneys fees and court costs incurred in this proceeding.

6) It is the intention of the parties to settle by this Stipulation of Dismissal all claims made by the Plaintiff and defenses raised by the Defendant as set forth in their respective pleadings in this case and to dismiss the case with prejudice on the terms of this Stipulation.

BI-ADS, INC, by and through its' President, LEVI HENRY

ANDREW DEGRAFFENREIDT, III
Attorney for BI-ADS, INC.

E. GERALD COOPER, Defendant

ARTHUR M. WOLFF
Attorney for E. GERALD COOPER

FINAL ORDER OF DISMISSAL
CONFIRMING SETTLEMENT

The Stipulation for Dismissal presented to the Court by the Plaintiff and the Defendant is approved, ratified and confirmed. The parties shall comply with its' terms and conditions. This cause shall be and is hereby dismissed with prejudice. Each party shall bear its' or his own attorneys fees and Court costs.

DONE AND ORDERED in Chambers at Fort Lauderdale, Broward County, Florida this 15th day of December, 1989.

CIRCUIT COURT JUDGE

Copies furnished to:

ANDREW DEGRAFFENREIDT, III, ESQUIRE
Counsel for the Plaintiff, BI-ADS, INC.

ARTHUR M. WOLFF, ESQUIRE
Attorneys for Defendant, E. GERALD COOPER

STATE OF FLORIDA
BROWARD COUNTY
I DO HEREBY CERTIFY the within and foregoing is a true and correct copy of the original as it appears of record and file in the office of the Circuit Court Clerk of Broward County, Florida.
WITNESS my hand and Official Seal at Fort Lauderdale, Florida, this the 21st day of Dec A.D. 1989
Robert Everglood, Clerk
By: Deputy Clerk

BK17019PG0895

BK17019PG0608

Exhibit "A" M17076PG0609

400 N. E. 3rd AVENUE
FORT LAUDERDALE, FLORIDA

McLAUGHLIN ENGINEERING CO.
ENGINEERS · SURVEYORS

NORTH

N.W. 8TH AVE.

N.W. 5TH ST.

N.W. 7TH TERR.

o INDICATES MARKERS

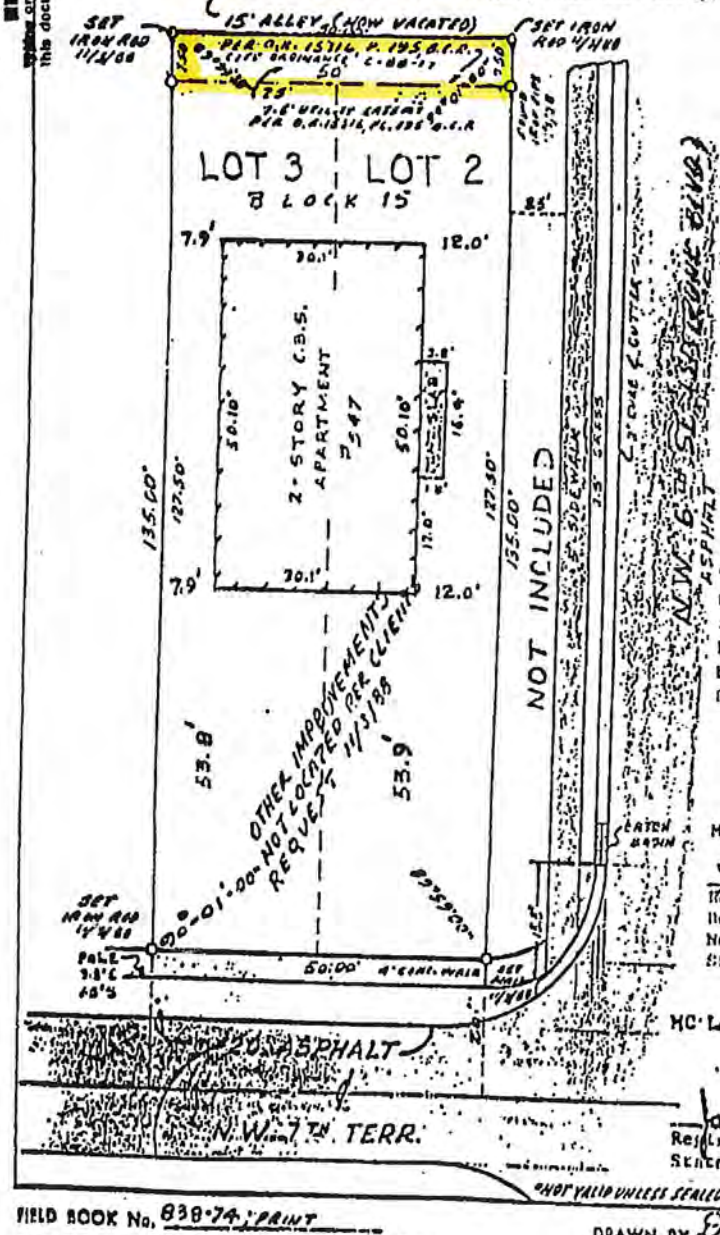
SCALE: 1" = 20'

NOTE: This property was not abstracted for easements, reservations or rights-of-way of record, by McLaughlin Engineering Co.

CERTIFICATE OF SURVEY

LOTS 2 AND 3, BLOCK 15; AND THE EAST ONE-HALF OF THAT CERTAIN ALLEY (NOW VACATED) LYING WEST OF AND ADJOINING SAID LOTS 2 AND 3; NORTH LAUDERDALE, according to the plat thereof, recorded in Plat Book 1, Page 48, of the public records of Dade County, Florida.

CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA



We hereby certify that we have this day completed a survey of the above described premises, that markers have been set as indicated, and that this drawing is a true and correct delineation thereof.

Dated at Fort Lauderdale, Florida, this 9th day of September, 1970.

Foundation location made this 16th day of November, 1970.

Building location made this 5th day of February, 197

Restaked property corners this 3rd day of November, 1988.

This survey meets the minimum technical standards set forth by the Florida Board of Land Surveyors, Department of Professional Regulation.

McLAUGHLIN ENGINEERING CO.

Robert C. McLaughlin
Registered Land Surveyor
No. 1156
State of Florida

McLAUGHLIN ENGINEERING CO.

Registered Land Surveyor No. 2
State of Florida

*NOT VALID UNLESS SEALED WITH AN EMBOSSED SURVEYORS SEAL

FIELD BOOK No. 838-74; PRINT

DRAWN BY D.M.J. D.T.S.

MEMO: Legibility of writings, typing or printing unsatisfactory in this document when microfilmed

MEMO: Legibility of writing/ typing or printing unsatisfactory in this document when microfilmed.

ORDINANCE NO. C-88-17

AN ORDINANCE VACATING, ABANDONING AND CLOSING THE 15 FOOT ALLEY IN BLOCK 15, "NORTH LAUDERDALE", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1 AT PAGE 40 OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, SUCH LAND LOCATED FROM N.W. 5TH STREET TO N.W. 6TH STREET BETWEEN N.W. 7TH TERRACE AND N.W. 8TH AVENUE, IN FORT LAUDERDALE, BROWARD COUNTY, FLORIDA.

WHEREAS, the Planning and Zoning Board, at its meeting of January 20, 1988 (32-P-87), recommended the vacation, abandonment and closing of a portion of the below described alley; and

WHEREAS, the City Clerk has notified the public of a public hearing to be held on Tuesday, March 1, 1988, at 10 o'clock A.M. in the City Commission Room, City Hall, Fort Lauderdale, Florida for the purpose of hearing any objections which might be made to the vacation, abandonment and closing; and

WHEREAS, such public hearing was duly held at the time and place designated and due notice of same was given by publication as is required by law and the City Commission has determined that there were no persuasive objections to the vacation, abandonment and closing as aforementioned; and

WHEREAS, the City Commission has determined that it is no longer necessary for the City to retain such right-of-way;

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

SECTION 1. That the below-described alley is hereby vacated, abandoned and closed and shall no longer constitute a public right-of-way:

The 15 foot alley in Block 15, "NORTH LAUDERDALE", according to the plat thereof, as recorded in Plat Book 1 at Page 40 of the Public Records of Dade County, Florida, such land being situated in the City of Fort Lauderdale, Broward County, Florida.

Location: From N.W. 5th Street to N.W. 6th Street between N.W. 7th Terrace and N.W. 8th Avenue.

BK11076PG0610

SECTION 2. That a utilities easement is hereby retained by the City over all the property being vacated, abandoned and closed, said property more fully described in Section 1, above.

SECTION 3. That a copy of this Ordinance shall be recorded in the Public Records of Broward County within 30 days from the date of final passage.

SECTION 4. That if any clause, section or other part of this Ordinance shall be held invalid or unconstitutional by any court of competent jurisdiction, the remainder of this Ordinance shall not be affected thereby, but shall remain in full force and effect.

ORDINANCE NO. C-88-17 PAGE TWO

MEMO: Legibility of writing, typing or printing unsatisfactory in this document when microfilmed.

SECTION 5. That all ordinances or parts of ordinances in conflict herewith, be and the same are hereby repealed.

SECTION 6. That this Ordinance shall be in full force and effect ten days from the date of final passage.

PASSED FIRST READING this the 1st day of March, 1988.
PASSED SECOND READING this the 15th day of March, 1988.

Mayor
ROBERT O. COX

ATTEST:

City Clerk
KRIS L. ANDERSON

BK12676PG0611

RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
L. A. HESTER
COUNTY ADMINISTRATOR

3954H

C-88-17

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
   (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.

2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.

3. Defects, liens, encumbrances, adverse claims or other matters:
   (a) created, suffered, assumed or agreed to by the insured claimant;
   (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
   (c) resulting in no loss or damage to the insured claimant;
   (d) attaching or created subsequent to Date of Policy; or
   (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.

4. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
   (a) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or
   (b) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure:
      (i) to timely record the instrument of transfer; or
      (ii) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

CONDITIONS AND STIPULATIONS

1. DEFINITION OF TERMS.

The following terms when used in this policy mean:

(a) "insured": the insured named in Schedule A, and, subject to any rights or defenses the Company would have had against the named insured, those who succeed to the interest of the named insured by operation of law as distinguished from purchase including, but not limited to, heirs, distributees, devisees, survivors, personal representatives, next of kin, or corporate or fiduciary successors.

(b) "insured claimant": an insured claiming loss or damage.

(c) "knowledge" or "known": actual knowledge, not constructive knowledge or notice which may be imputed to an insured by reason of the public records as defined in this policy or any other records which impart constructive notice of matters affecting the land.

(d) "land": the land described or referred to in Schedule (A), and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule A, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but nothing herein shall modify or limit the extent to which a right of access to and from the land is insured by this policy.

(e) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.

(f) "public records": records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge. With respect to Section 1(a)(iv) of the Exclusions From Coverage, "public records" shall also include environmental protection liens filed in the records of the clerk of the United States district court for the district in which the land is located.

(g) "unmarketability of the title": an alleged or apparent matter affecting the title to the land, not excluded or excepted from coverage, which would entitle a purchaser of the estate or interest described in Schedule A to be released from the obligation to purchase by virtue of a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE AFTER CONVEYANCE OF TITLE.

The coverage of this policy shall continue in force as of Date of Policy in favor of an insured only so long as the insured retains an estate or interest in the land, or holds an indebtedness secured by a purchase money mortgage given by a purchaser from the insured, or only so long as the insured shall have liability by reason of covenants of warranty made by the insured in any transfer or conveyance of the estate or interest. This policy shall not continue in force in favor of any purchaser from the insured of either (i) an estate or interest in the land, or (ii) an indebtedness secured by a purchase money mortgage given to the insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT.

The insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 4(a) below, (ii) in case knowledge shall come to an insured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as insured, All information designated as confidential by the insured claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the insured claimant to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in this paragraph shall terminate any liability of the Company under this policy as to that claim.

6. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY.

In case of a claim under this policy, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Insurance.

(i) To pay or tender payment of the amount of insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the insured claimant, which were authorized by the Company, up to the time of payment or tender of payment and which the Company is obligated to pay.

(ii) Upon the exercise by the Company of this option, all liability and obligations to the insured under this policy, other than to make the payment required, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, and the policy shall be surrendered to the Company for cancellation.

(b) To Pay or Otherwise Settle With Parties Other than the Insured or With the Insured Claimant.

(i) to pay or otherwise settle with other parties for or in the name of an insured claimant any claim insured against under this policy, together with any costs, attorneys' fees, and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay; or

(ii) to pay or otherwise settle with the insured claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in paragraphs (b)(i) or (ii), the Company's obligations to the insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute or continue any litigation.

7. DETERMINATION, EXTENT OF LIABILITY AND COINSURANCE.

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the insured claimant who has suffered loss or damage by reason of matters insured against by this policy and only to the extent herein described.

(a) The liability of the Company under this policy shall not exceed the least of:

(i) the Amount of Insurance stated in Schedule A; or,

If loss should result from any act of the insured claimant, as stated above, that act shall not void this policy, but the Company, in that event, shall be required to pay only that part of any losses insured against by this policy which shall exceed the amount, if any, lost to the Company by reason of the impairment by the insured claimant of the Company's right of subrogation.

(b) The Company's Rights Against Non-insured Obligors.

The Company's right of subrogation against non-insured obligors shall exist and shall include, without limitation, the rights of the insured to indemnities, guaranties, other policies of insurance or bonds, notwithstanding any terms or conditions contained in those instruments which provide for subrogation rights by reason of this policy.

14. ARBITRATION.

Unless prohibited by applicable law, arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association may be demanded if agreed to by both the Company and the Insured. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, and service of the Company in connection with its issuance or the breach of a policy provision or other obligation. Arbitration pursuant to this policy and under the Rules in effect on the date the demand for arbitration is made or, at the option of the Insured, the Rules in effect at Date of Policy shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permit a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT.

(a) This policy together with all endorsements, if any, attached hereto by the Company is the entire policy and contract between the insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b) Any claim of loss or damage, whether or not based on negligence, and which arises out of the status of the title to the estate or interest covered hereby or by any action asserting such claim, shall be restricted to this policy.

(c) No amendment of or endorsement to this policy can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

and which might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if title to the estate or interest, as insured, is rejected as unmarketable. If prompt notice shall not be given to the Company, then as to the insured all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any insured under this policy unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

4. DEFENSE AND PROSECUTION OF ACTIONS; DUTY OF INSURED CLAIMANT TO COOPERATE.

(a) Upon written request by the insured and subject to the options contained in Section 6 of these Conditions and Stipulations, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an insured in litigation in which any third party asserts a claim adverse to the title or interest as insured, but only as to those stated causes of action alleging a defect, lien or encumbrance or other matter insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the insured to object for reasonable cause) to represent the insured as to those stated causes of action and shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs or expenses incurred by the insured in the defense of those causes of action which allege matters not insured against by this policy.

(b) The Company shall have the right, at its own cost, to institute and prosecute any action or proceeding or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest, as insured, or to prevent or reduce loss or damage to the insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this policy. If the Company shall exercise its rights under this paragraph, it shall do so diligently.

(c) Whenever the Company shall have brought an action or interposed a defense as required or permitted by the provisions of this policy, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from any adverse judgment or order.

(d) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding, the insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of the insured for this purpose. Whenever requested by the Company, the insured, at the Company's expense, shall give the Company all reasonable aid (i) in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as insured. If the Company is prejudiced by the failure of the insured to furnish the required cooperation, the Company's obligations to the insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

5. PROOF OF LOSS OR DAMAGE.

In addition to and after the notices required under Section 3 of these Conditions and Stipulations have been provided the Company, a proof of loss or damage signed and sworn to by the insured claimant shall be furnished to the Company within 90 days after the insured claimant shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the defect in, or lien or encumbrance on the title, or other matter insured against by this policy which constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the insured claimant to provide the required proof of loss or damage, the Company's obligations to the insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such proof of loss or damage.

In addition, the insured claimant may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Policy, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the insured claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage.

(ii) the difference between the value of the insured estate or interest as insured and the value of the insured estate or interest subject to the defect, lien or encumbrance insured against by this policy.

(b) (This paragraph dealing with Coinsurance was removed from Florida policies.)

(c) The Company will pay only those costs, attorneys' fees and expenses incurred in accordance with Section 4 of these Conditions and Stipulations.

8. APPORTIONMENT.

If the land described in Schedule A consists of two or more parcels which are not used as a single site, and a loss is established affecting one or more of the parcels but not all, the loss shall be computed and settled on a pro rata basis as if the amount of insurance under this policy was divided pro rata as to the value on Date of Policy of each separate parcel to the whole, exclusive of any improvements made subsequent to Date of Policy, unless a liability or value has otherwise been agreed upon as to each parcel by the Company and the insured at the time of the issuance of this policy and shown by an express statement or by an endorsement attached to this policy.

9. LIMITATION OF LIABILITY.

(a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures the lack of a right of access to or from the land, or cures the claim of unmarketability of title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title as insured.

(c) The Company shall not be liable for loss or damage to any insured for liability voluntarily assumed by the insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY.

All payments under this policy, except payments made for costs, attorneys' fees and expenses, shall reduce the amount of the insurance pro tanto.

11. LIABILITY NONCUMULATIVE.

It is expressly understood that the amount of insurance under this policy shall be reduced by any amount the Company may pay under any policy insuring a mortgage to which exception is taken in Schedule B or to which the insured has agreed, assumed, or taken subject, or which is hereafter executed by an insured and which is a charge or lien on the estate or interest described or referred to in Schedule A, and the amount so paid shall be deemed a payment under this policy to the insured owner.

12. PAYMENT OF LOSS.

(a) No payment shall be made without producing this policy for endorsement of the payment unless the policy has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.

(b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within 30 days thereafter.

13. SUBROGATION UPON PAYMENT OR SETTLEMENT.

(a) The Company's Right of Subrogation.

Whenever the Company shall have settled and paid a claim under this policy, all right of subrogation shall vest in the Company unaffected by any act of the insured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the insured claimant would have had against any person or property in respect to the claim had this policy not been issued. If requested by the Company, the insured claimant shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The insured claimant shall permit the Company to sue, compromise or settle in the name of the insured claimant and to use the name of the insured claimant in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the insured claimant, the Company shall be subrogated to these rights and remedies in the proportion which the Company's payment bears to the whole amount of the loss.

16. SEVERABILITY.

In the event any provision of the policy is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision and all other provisions shall remain in full force and effect.

17. NOTICES, WHERE SENT.

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this policy and shall be addressed to the Company, Attention: Claims Department, 1 First American Way, Santa Ana, California 92707.

Sales Contract
Property Disposition Program

U.S. Department of Housing and Urban Development
Office of Housing
Federal Housing Commissioner

HUD Case No. 092-753682

1. I (We), Fort Lauderdale Community Redevelopment Agency (Purchaser(s)) agree to purchase on the terms set forth herein, the following property, as more particularly described in the deed conveying the property to the Secretary of Housing and Urban Development:
547 NW 7th Terrace, Fort Lauderdale, Florida 33311 (See Exhibit A)
(street number, street name, unit number, if applicable, city, county, State)
2. The Secretary of Housing and Urban Development (Seller) agrees to sell the property at the price and terms set forth herein, and to prepare a deed containing a covenant which warrants against the acts of the Seller and all claiming by, through or under him. Title will be taken in the following name(s) and style: Fort Lauderdale Community Redevelopment Agency
3. The agreed purchase price of the property is Twenty Seven Thousand, Seven Hundred $27,700.00
Purchaser has paid $ _____ as earnest money to be applied on the purchase price, and agrees to pay the balance of the purchase price, plus or minus prorations, at the time of closing, in cash to Seller. The earnest money deposit shall be held by _____.
4. ☐ Purchaser is applying for FHA insured financing [☐ 203(b), ☐ 203(b) repair escrow, ☐ 203(k)] with a cash down payment of $ _____ due at closing and the balance secured by a mortgage in the amount of $ _____ for _____ months (does not include FHA Mortgage Insurance Premium, prepaid expenses or closing costs Seller has agreed to fund into mortgage.).
☐ Said mortgage involves a repair escrow amounting to $ _____.
XX Purchaser is paying cash or applying for conventional or other financing not involving FHA.

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5. Seller will pay reasonable and customary costs, but not more than actual costs, nor more than paid by a typical Seller in the area, of obtaining financing and/or closing (excluding broker's commission) in an amount not to exceed ➤ 5. $ 0
6a. Upon sales closing, Seller agrees to pay to the broker identified below a commission (including selling bonus, if offered by seller) of ➤ 6a. $ 0
6b. If broker identified below is not the broad listing broker, broad listing broker will receive a commission of: ➤ 6b. $ 0
7. The net amount due Seller is (Purchase price [Item 3] less Items 5 and 6) ➤ 7. $ 27,700.00
8. Purchaser is: ☐ owner-occupant (will occupy this property as primary residence) ☐ investor
☐ nonprofit organization ☐ public housing agency ☒ other government agency. Discount at closing: 10 %
Discount will reduced by amounts, if any, listed on Line Items 5 and 6.
9. Time is of the essence as to closing. The sale shall close not later than 45 days from Seller's acceptance of contract. Closing shall be held at the office of Seller's designated closing agent or Place designated by HUD.
10. If Seller does not accept this offer, Seller ☐ may ☐ may not hold such offer as a back-up to accepted offer.
11. Lead based paint addendum ☒ is ☐ is not attached; Other addendum ☒ is ☐ is not attached hereto and made part of this contract.
12. **Should Purchaser refuse or otherwise fail to perform in accordance with this contract, including the time limitation, Seller may, at Seller's sole option, retain all or a portion of the deposit as liquidated damages. The Seller reserves the right to apply the earnest money, or any portion thereof, to any sums which may be owed by the Purchaser to the Seller for rent.** Purchaser(s) Initials: _____ Seller's Initials: _____
13. This contract is subject to the Conditions of Sale on the reverse hereof, which are incorporated herein and made part of this contract.
Certification of Purchaser: The undersigned certifies that in affixing his/her/its signature to this contract he/she/it understands: (1) all the contents thereof (including the Conditions of Sale) and is in agreement therewith without protest; (2) he/she/it is responsible for satisfying itself as to the full condition of the property; and (3) that Seller will not perform repairs after acceptance of this contract.

Purchaser(s): (type or print names & sign) Fort Lauderdale Community Redevelopment Agency; Chairman _____ Executive Director _____ City Attorney _____
Purchaser(s) Address: P.O. Drawer 14250 Fort Lauderdale, FL 33302
Purchaser(s) Social Security Number (SSN) or Employer Identification Number (EIN) (include hyphens): 59-6000319
Phone No: as to form (954) 828-4521
Date Purchaser(s) Signed Contract: 5/29/2003
Seller: Secretary of Housing and Urban Development (type or print name, title & sign)
X SOUTHEAST ALLIANCE, LLC AS PRIME CONTRACTOR FOR CONTRACT # R-OPC21230 FOR THE U.S. DEPARTMENT OF HOUSING & URBAN DEVELOPMENT
Date Contract Accepted by HUD: 6-12-03

Certification of Broker: The undersigned certifies that: (1) neither he/she nor anyone authorized to act for him/her has declined to sell the property described herein to or to make it available for inspection or consideration by a prospective purchaser because of his/her race, color, religion, sex, familial status, national origin, or disability; (2) he/she has both provided and explained to the purchaser the notice regarding use of Seller's closing agent; (3) he/she has explained fully to the purchaser the entire terms of the contract, including Condition B on the reverse hereof; and (4) he/she is in compliance with Seller's earnest money policy as set forth on HUD forms SAMS-1111, Payee Name and Address, and SAMS-1111-A, Selling Broker Certification, which he/she has executed and filed with Seller.

Broker's Business Name & Address: (for IRS reporting) (include Zip Code)	Broker's EIN or SSN: (include hyphens)	SAMS NAID:
P.O. Drawer 14250 Ft. Lauderdale, FL 33302		
	Signature of Broker: X	Broker's Phone No:

Type or print the name and phone number of sales person:

This section for HUD use only. Broker notified of:	Authorizing Signature & Date:
☐ Acceptance ☐ Back-Up No. _____	
☐ Rejection ☐ Return Earnest Money Deposit	X

Previous editions are obsolete ref. Handbook 4310.5 form **HUD-9548 (1/99)**

Conditions of Sale

A. All assessments, including improvement assessments which are available for payment without interest or penalty for advance payment, taxes, rent, and ground rent, if any, shall be prorated as of the closing date.

B. **Seller makes no representations or warranties concerning the condition of the property, including but not limited to mechanical systems, dry basement, foundation, structural, or compliance with code, zoning or building requirements and will make no repairs to the property after execution of this contract. Purchaser understands that regardless of whether the property is being financed with an FHA-insured mortgage, Seller does not guarantee or warrant that the property is free of visible or hidden structural defects, termite damage, lead-based paint, or any other condition that may render the property uninhabitable or otherwise unusable. Purchaser acknowledges responsibility for taking such action as it believes necessary to satisfy itself that the property is in a condition acceptable to it, of laws, regulations and ordinances affecting the property, and agrees to accept the property in the condition existing on the date of this contract. It is important for Purchaser to have a home inspection performed on the property in order to identify any possible defects. If FHA insured financing is used, up to $200 of the cost to perform the inspection may be financed into the mortgage. Names of home inspection companies can be found in the yellow pages of your telephone directory under the heading "Home Inspection Services.**

C. If financing is involved in this transaction (Item 4), Purchaser agrees that should he/she/it fail to provide documentation indicating that proper loan application was made in good faith within 10 calendar days of the date this contract was accepted by Seller, and/or thereafter otherwise to put forth good faith efforts to obtain necessary financing, Seller shall have the option of rescinding this contract and retaining all or a portion of Purchaser's earnest money deposit.

D. Seller may rescind this contract and return all or a portion of Purchaser's earnest money deposit under the following conditions:
1. Seller has not acquired the property.
2. Seller is unable or unwilling to remove valid objections to the title prior to closing.
3. Seller determines that purchaser is not an acceptable borrower.

Tender of the deposit shall release the Seller from any and all claims arising from this transaction.

E. Purchaser may not perform repairs nor take possession of the property until sale is closed. Risk of loss or damage is assumed by Seller until sale is closed, unless Purchaser takes possession of the property prior thereto, in which case State law shall apply. (1) If sale involves FHA insured financing and after damage the property no longer meets the intent of Minimum Property Standards (MPS), Seller may, at its option, perform repairs or cancel the contract and return Purchaser's full earnest money deposit. If, after damage, the property still meets the intent of MPS, Purchaser has the option of accepting the property as-is, with a purchase price adjustment at Seller's sole discretion, or cancelling the contract and receiving refund of full earnest money deposit. (2) If sale does not involve FHA insured financing, Seller will not repair damage but may, at Seller's sole discretion, reduce the sale price. Purchaser has option to cancel the contract and receive refund of full earnest money deposit. Tender of the earnest money shall release Seller from any claims arising from this transaction.

F. If this property is being offered with FHA insured mortgage financing available, Seller's acceptance of this contract constitutes a commitment to insure, conditioned upon Purchaser being determined by Seller or Direct Endorsement Underwriter to be an acceptable borrower and further conditioned upon Seller's authority to insure the mortgage at the time the sale is closed.

G. **Purchaser understands that Seller's listing price is Seller's estimate of current fair market value.**

H. No member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

I. Purchaser and Seller agree that this contract shall be binding upon their respective heirs, executors, administrators, successors or assigns but is assignable only by written consent of the Seller.

J. If this property was constructed prior to 1978, Seller has inspected for defective paint surfaces (defined as cracking, scaling, chipping, peeling or loose paint on all interior and exterior surfaces). Seller's inspection found no defective paint surfaces, or if defective paint surfaces were found, Seller has treated or will treat such defective surfaces in a manner prescribed by Seller prior to closing. **Purchaser understands and agrees that the Seller's inspection and/or treatment is not intended to, nor does it guarantee or warrant that all lead-based paint and all potential lead-based paint hazards have been eliminated from this property.** Purchaser acknowledges that he/she/it has received a copy of a pamphlet which discusses lead-based paint hazards and has signed, on or before the date of this contract, the Lead-Based Paint Addendum to Sales Contact - Property Built Before 1978. Purchaser understands that the Lead-Based Paint Addendum must be signed by all Purchasers and forwarded to Seller ***with*** this contract. Contracts which are not in conformance with these requirements will not be accepted by Seller.

K. The effective date of this contract is the date it is accepted (signed) by the Seller.

L. If the amount stated in Item 5 exceeds actual and typical financing and/or closing costs, such excess shall not be paid by Seller and may not be used by Purchaser to reduce amount(s) due Seller.

M. Seller's policies and requirements with regard to earnest money (including forfeiture thereof), extensions of time in which to close the sale, back-up offers, and allowable financing and/or closing costs are detailed in instructions issued to selling brokers.

N. Seller makes no representations or guarantees that the property will, in the future, be eligible for FHA insured mortgage financing, regardless of its condition or the repairs which may be made.

O. **Warning: Falsifying information on this or any other form of the Department of Housing and Urban Development is felony. It is punishable by a fine not to exceed $250,000 and/or a prison sentence of not more than two years. (18 U.S.C. 1010, 3559; 3571)**

P. This contract contains the final and entire agreement between Purchaser and Seller and they shall not be bound by any terms, conditions, statements, or representations, oral or written, not contained in this contract.

EXHIBIT A

(Legal Description)

Lot 2 Less Road Right-of-Way, Lot 3, Together With ½ Of Vacated Alley Lying West Of And Adjacent To Lot 2 And Lot 3, Block 15, NORTH LAUDERDALE, According To The Plat Thereof Recorded In Plat Book 1, Page 48, Of The Public Records Of Dade County, Florida, Such Lands Situate, Lying And Being In Broward County, Florida.

Folio # 5042 03 01 1610

Appendix B

LAND USE RESTRICTION ADDENDUM

This addendum is incorporated into, and made part of, the FHA Sales Contract for the property located at 547 NW 7th Terrace

executed this same day of May 28th, 2003 between Ft. Laud. Comm.Redev. Agen (Purchaser) and the Secretary of the United States Department of Housing and Urban Development (Seller).

I. Unless an exception is granted in writing by the Seller in an FHA approved Affordable Housing Plan, the Purchaser shall utilize the property to expand affordable housing opportunities by:

* A. Completing needed repairs to bring the property in compliance with local housing code followed by resale, lease, or lease purchase only to a person who intends to occupy the property as his or her principal residence and whose income is at or below 115 percent of the median income in the area, when adjusted for family size, of State, government entity, tribe, or agency thereof.

B. If sold, the Purchaser shall resell the property for an amount not in excess of 110 percent of the Net Development Cost. Net Development Cost is the total HUD-allowable costs to purchase, rehabilitate, and resell the property.

C. The property may not be occupied by or resold to any of the Purchaser's officers, directors, elected or appointed officials, employees, or business associates, either during their tenure or for one year thereafter, or to any individual who is related by blood, marriage, or law to any of the above.

D. There may be no conflict of interest with individuals or firms that may provide acquisition or rehabilitation funding; management, sales or rehabilitation services; or other services associated with the property.

II. Purchaser must provide periodic reports, in the format and frequency specified by HUD regarding the disposition of the property subject to this Addendum.

III. This Addendum survives the expiration, if any, by operation of law or otherwise, of the FHA Sales Contract, and shall terminate five years from the date contained herein.

Purchaser

Witness

Exec. Director Chairman BOB WOJCIK

Secretary of Housing and Urban Development Witness

By: _____
(Type Name and Sign)

* Property is Business Zoned (CB) Vacant Land. Residential is not a Permitted Use under this zoning classification and therefore cannot be used as a principal residence.

Addendum to the Sales Contract
Property Disposition Program

U.S. Department of Housing and Urban Development
Office of Housing
Federal Housing Commissioner

Warning: Falsifying information on this or any other form of the Department of Housing and Urban Development is a felony. It is punishable by a fine not to exceed $250,000 and/or a prison sentence of not more than two years.

Individual Owner-Occupant Certification

I/we, Fort Lauderdale Community Redevelopment Agency,
submit this offer to purchase the property located at

Property address: 547 NW 7th Terrace, Fort Lauderdale Fl 33311

as an owner-occupant purchaser I/we certify that I/we have not purchased a HUD-owned property within the past 24 months as an owner-occupant. This offer is being submitted with the representation that I/we will occupy the property as my/our primary residence for at least 12 months. *

Purchaser's Name, Signature & Date: _____

Executive Director

Purchaser's Name, Signature & Date: _____

Chairman

Broker Certification

I certify that I have not knowingly submitted the HUD-9548, Sales Contract, for the above listed property, on behalf of an investor purchaser. I further certify that I have discussed the penalties for false certification with the purchaser(s).

Broker's Name, Signature & Date: N.A.

* Property is Business Zoned (CB) Vacant Land. Residential is not a permitted use under this zoning classification.

American Land Title Association Commitment for Title Insurance

Issued By Old Republic National Title Insurance Company

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, Old Republic National Title Insurance Company, a Florida Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I – Requirements; and Schedule B, Part II – Exceptions.

Issued through the Office of
Florida Title Closings

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111

/Authorized Signatory

By C Monroe *President*

Attest David Wold *Secretary*

ORT Form 4690 FL 8-1-16
ALTA Commitment for Title Insurance with Florida Modifications

COMMITMENT CONDITIONS

1. DEFINITIONS

(a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
(b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
(c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
(d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
(e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
(f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
(g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
(h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:
(a) the Notice;
(b) the Commitment to Issue Policy;
(c) the Commitment Conditions;
(d) Schedule A;
(e) Schedule B, Part I—Requirements;
(f) Schedule B, Part II—Exceptions; and
(g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

(a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  (i) comply with the Schedule B, Part I—Requirements;
  (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
  (iii) acquire the Title or create the Mortgage covered by this Commitment.
(b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
(c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
(d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
(e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
(f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
(g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I – Requirements; and Schedule B, Part II – Exceptions.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

(a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
(b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
(c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
(d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
(e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
(f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

Schedule A
ALTA COMMITMENT

File Number: 2021-161
Loan Number:

Old Republic National Title Insurance Company
400 Second Avenue South
Minneapolis, Minnesota 55401

Transaction Identification Data for reference only:

Issuing Agent:	ALTA Universal ID:	Commitment Number:	Issuing Office File Number:
Florida Title Closings **7405 Lake Worth Rd** **Lake Worth, FL 33467**			**2021-161**
Issuing Office: **W514597**	Loan Number:	Revision Number:	Property Address: **914 Sistrunk Blvd** **Fort Lauderdale, FL 33311**

Schedule A

1. Commitment Date: **September 30, 2021 at 8:00 AM**
2. Policy to be issued:

   Proposed Amount of Insurance:

   a. OWNER'S: ALTA Owner's Policy (6/17/06). (WITH Florida Modifications): **$121,500.00**

   Proposed Insured: **FORT LAUDERDALE COMMUNITY REDEVELOPMENT AGENCY, a Community Redevelopment Agency**

   b. MORTGAGEE: ALTA Loan Policy (6/17/06). (WITH Florida Modifications):

   Proposed Insured:
3. The estate or interest in the Land described or referred to in this Commitment is **Fee Simple**.
4. Title to the estate or interest in the Land is at the Commitment Date vested in:

   CITY OF FORT LAUDERDALE COMMUNITY REDEVELOPMENT AGENCY, a Local Government Agency
5. The Land is described as follows:

   See attached Exhibit A.

This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I – Requirements; and Schedule B, Part II – Exceptions.

Old Republic National Title ~~Insur~~ance Company

/Authorized Signatory

ORT Form 4690 FL A 8-1-16
Schedule A
ALTA Commitment for Title Insurance with Florida Modifications

Exhibit A
ALTA COMMITMENT

File Number: 2021-161
Loan Number:

Old Republic National Title Insurance Company
400 Second Avenue South
Minneapolis, Minnesota 55401

Legal Description

Lot 2, LESS road right of way, and All of Lot 3, Block 15, of NORTH LAUDERDALE, according to the plat thereof as recorded in Plat Book 1 at Page 48 of the Public Records of Dade County, Florida, pertains to land now situate, lying and being in Broward County, Florida; together with East 1/2 of the vacated alley described in Ordinance C-88-17 recorded in Official Records Book 15316, Page 195, of the Public Records of Broward County, Florida.

Schedule B-I
ALTA COMMITMENT

File Number: 2021-161
Loan Number:

Old Republic National Title Insurance Company
400 Second Avenue South
Minneapolis, Minnesota 55401

Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.

2. Pay the agreed amount for the estate or interest to be insured.

3. Pay the premiums, fees, and charges for the Policy to the Company.

4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

   a. Duly authorized and executed Deed from CITY OF FORT LAUDERDALE COMMUNITY REDEVELOPMENT AGENCY, a Local Government Agency vesting Fee Simple title in FORT LAUDERDALE COMMUNITY REDEVELOPMENT AGENCY, a Community Redevelopment Agency.

   NOTE: Deed to contain appropriate recitation of grantor's marital status together with appropriate and applicable release of homestead rights or recitation of non-applicability of homestead laws acceptable to Company.

5. Verify with the current owner that there are no open mortgages that would affect the subject property as a search of the Public Records does not reveal one

6. Proof that 2021 Property Taxes have been paid if the proposed transaction occurs on or after November 1, 2021

7. Submit proof of payment of any assessments due to Broward, and proof that all municipal and any special taxing district charges and assessments, if any, are paid. NOTE: If this requirement is not complied with, the following Exception will appear on Schedule B of any policy issued pursuant to this commitment: Any Assessment due to the County, and any assessments due to the municipality and to any special taxing district

8. Submit proof of payment of any service charges for water, sewer, waste and gas, if any, through the date of closing. NOTE: If this requirement is not complied with, the following Exception will appear on Schedule B of any policy issued pursuant to this commitment: Any lien provided by Chapter 159, Florida Statutes, in favor of any city, town, village or port authority for unpaid service charges for service by any water, sewer or gas system supplying the insured land

9. Provide a satisfactory Owner's Affidavit of Possession and No Liens. Affidavit must (a) state that there are no parties in possession of the subject property other than said current record owner, or identify any parties in possession or tenants and set forth their nature of possession; (b) that there are no encumbrances upon the subject property other than as may be set forth in this Commitment; (c) there are no unrecorded assessments which are due and payable and all sewer and water bills are paid through the date of this Affidavit; (d) that there have been no improvements made to or upon the subject property within the last ninety (90) days for which there remain any outstanding and unpaid bills for labor, materials or supplies; (e) and disclose any unrecorded easements. Said affidavit, when properly executed at closing by the seller and/or mortgagor herein will serve to delete the standard lien, unrecorded easement and possession exceptions for the policy(ies) to be issued pursuant to this commitment

Schedule B-I
ALTA COMMITMENT

File Number: 2021-161
Loan Number:

Old Republic National Title Insurance Company
400 Second Avenue South
Minneapolis, Minnesota 55401

Requirements

10. Satisfactory survey, in conformity with the minimum standards for land surveys made for title insurance purposes, certified to the company and/or its agents, through a current date, disclosing the nature and extent of any encroachments, overlaps, boundary line discrepancies, or other matters adversely affecting title to the property to be insured. Additional requirements and/or exceptions will be made for matters disclosed by the survey. NOTE: Standard exceptions 1 through 5 will be deleted upon receipt of a satisfactory survey and satisfactory owner's affidavit

11. Immediately prior to disbursement of the closing proceeds, the search of the public records must be continued from the effective date hereof. The Company reserves the right to raise such further exceptions and requirements as an examination of the information revealed by such search requires, provided, however, that such exceptions or requirements shall not relieve the Company from its liability under this Commitment arising from the matters which would be revealed by such search, to the extent that the Company, or its Agent countersigning this Commitment, has disbursed said proceeds

Schedule B-II
ALTA COMMITMENT

File Number: 2021-161
Loan Number:

Old Republic National Title Insurance Company
400 Second Avenue South
Minneapolis, Minnesota 55401

Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.
The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any created, first appearing in the Public Records or attaching subsequent to the Effective Date but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.

2. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments on the Land of existing improvements located on adjoining land.

3. Rights or claims of parties in possession.

4. Construction, Mechanic's, Contractors' or Materialmen's lien claims, if any, where no notice thereof appears of record.

5. Easements, or claims of easements, not recorded in the Public Records.

6. General or special taxes for the year 2021 and subsequent years.

7. Any Assessment due to the County, and any assessments due to the municipality and to any special taxing district.

8. Any lien provided by Chapter 159, Florida Statutes, in favor of any city, town, village or port authority for unpaid service charges for service by any water, sewer or gas system supplying the insured land

9. Restrictions (deleting therefrom any restrictions indicating any preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin), covenants, easement(s), setback(s), if any, as may be shown on the Plat recorded in Plat Book 1 at Page 48 of the Public Records of Dade County, Florida.

10. Subject to utility easement contained in Ordinance No. C-88-17 recorded in Official Records Book 15316, Page 195 of the Public Records of Broward County, Florida.

11. Stipulation between Bi-Ads. Inc., and E. Gerald Cooper pertaining to right of ingress and egress, recorded in Official Records Book 17076, Page 606 of the Public Records of Broward County, Florida

12. Resolution No. 95-86 recorded in Official Records Book/Instrument Number 38544, page 1743, of the Public Records of Broward County, Florida.

13. Ordinance No. 2002-61 recorded in Official Records Book/Instrument Number 34145, page 1891, of the Public Records of Broward County, Florida.

This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I – Requirements; and Schedule B, Part II – Exceptions.

DRENNAN

(2)

THIS INSTRUMENT WAS PREPARED BY:
DONALD J. DOODY, ESQUIRE
GOREN, CHEROF, DOODY & EZROL, P.A.
3099 E. Commercial Blvd., Suite 200
Fort Lauderdale, Florida 33308

INSTR # 103114012
OR BK 35595 Pages 46 - 47
RECORDED 07/15/03 09:40:31
BROWARD COUNTY COMMISSION
DOC STMP-D: $38.50
DEPUTY CLERK 1033
#1, 2 Pages

WARRANTY DEED

THIS INDENTURE, made this 14th day of July, 2003, between Drennan Properties, Inc., a Florida corporation, whose post office address is 317 Nelson Road, Bryson City, NC 28713 (T.I.N. No. 56-1925265) (hereinafter referred to as "Grantor") and Fort Lauderdale Community Redevelopment Agency, a Florida public body corporate and public created pursuant to Section 163.356, F.S. (T.I.N. No. 59-740111K) whose post office address is 101 NE 3 Avenue #300, Fort Lauderdale, FL 33301 (hereinafter referred to as "Grantee").

WITNESSETH:

That said Grantor, for and in consideration of the sum of TEN ($10.00) DOLLARS, and other good and valuable considerations to Grantor in hand paid by Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the Grantee, and Grantee's successors and assigns forever, the following described land, situate, lying and being in Broward County, Florida, to wit:

Lot 1, less road right of way, together with ½ of vacated alley lying west of and adjacent to Lot 1, Block 15, NORTH LAUDERDALE, according to the Plat thereof, as recorded in Plat Book 1, Page 48, of the Public Records of Broward County, Florida.

PIN NO. 5042-03-01-1600

SUBJECT TO: Taxes for current year and subsequent years, zoning and/or restrictions and prohibitions imposed by governmental authorities, and easements and restrictions and other matters appearing on the plat and/or common to the subdivision.

Together with: All the 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 it is lawfully seized of said land in fee simple; that it has good right and lawful authority to sell and convey said land; that it hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances.

(2)

IN WITNESS WHEREOF, Grantor has hereunto set its hand and seal the day and year first above written.

Signed, sealed and delivered
in our presence:

Andy Cable
(Print or Type Name)

Ann Marie Wright
(Print or Type Name)

DRENNAN PROPERTIES, INC.,
a Florida corporation

BY: Marjorie P. Drennan

PRINT NAME: Marjorie P. Drennan

TITLE: President

STATE OF NORTH CAROLINA)
) SS.:
COUNTY OF GRAHAM)

The foregoing instrument was acknowledged before me this 10th day of July, 2003, by Marjorie P. Drennan, as President of Drennan Properties, Inc., who is personally known to me or has produced NC DL 8992 773 as identification.

Peggy Hyde
NOTARY PUBLIC

PEGGY HYDE NOTARY PUBLIC GRAHAM COUNTY, N.C.

Peggy Hyde
Print or Type Name

My Commission Expires: 10-28-06

Commission No. _____

THIS INSTRUMENT PREPARED BY
AND RETURN TO:
Donald J. Doody
GOREN, CHEROF, DOODY & EZROL, P.A.
3099 E. Commercial Blvd., Suite 200
Fort Lauderdale, Florida 33308

INSTR # 103279789
OR BK 35978 Pages 1218 - 1221
RECORDED 09/05/03 17:50:29
BROWARD COUNTY COMMISSION
DEPUTY CLERK 2150
#1, 4 Pages

SCRIVENERS ERROR AFFIDAVIT

Before me, the undersigned authority, personally appeared Donald J. Doody, who, being by me first duly sworn on oath, deposes and says:

1. This is an Affidavit to correct a scriveners error in the legal description of a Warranty Deed recorded in Official Records Book 35595, Page 46 of the Public Records of Broward County, Florida.

2. On July 14, 2003, a Warranty Deed was prepared between Drennan Properties, Inc., a Florida corporation ("Grantor") and the Fort Lauderdale Community Redevelopment Agency, Inc., a Florida public body corporate and public created pursuant to Section 163.356 F.S. ("Grantee"). The legal description in the Warranty Deed was incorrectly shown as follows:

   Lot 1, together with one-half of vacated alley lying West of and adjacent to said Lot 1, Block 15, of NORTH LAUDERDALE, according to the Plat thereof, as recorded in Plat Book 1, Page 48, of the Public Records of Broward County, Florida.

3. The legal description in the Warranty Deed should be as follows:

   Lot 1, together with the East one-half of that vacated alley lying West of and adjacent to said Lot 1, Block 15, of NORTH LAUDERDALE, according to the Plat thereof, as recorded in Plat Book 1, Page 48, of the Public Records of Miami-Dade County, Florida, less the North 15 feet thereof, for road right-of-way.

   Said lands situate, lying and being in the City of Fort Lauderdale, Broward County, Florida.

4. A copy of the Warranty Deed is attached hereto.

FURTHER AFFIANT SAYETH NAUGHT.

Donald J. Doody

STATE OF FLORIDA)
) ss:
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 2nd day of September, 2003 by Donald J. Doody, who is personally known to ~~me or who has produced~~ _____ as identification.

NOTARY PUBLIC

Maria A. Pisz
Print or Type Name
Commission No.
My Commission Expires:

MY COMMISSION # CC875748 EXPIRES
October 26, 2003
BONDED THRU TROY FAIN INSURANCE, INC.

THIS INSTRUMENT WAS PREPARED BY:
DONALD J. DOODY, ESQUIRE
GOREN, CHEROF, DOODY & EZROL, P.A.
3099 E. Commercial Blvd., Suite 200
Fort Lauderdale, Florida 33308

INSTR # 103114012
OR BK 35595 Pages 46 - 47
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WARRANTY DEED

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WITNESSETH:

That said Grantor, for and in consideration of the sum of TEN ($10.00) DOLLARS, and other good and valuable considerations to Grantor in hand paid by Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the Grantee, and Grantee's successors and assigns forever, the following described land, situate, lying and being in Broward County, Florida, to wit:

Lot 1, less road right of way, together with ½ of vacated alley lying west of and adjacent to Lot 1, Block 15, NORTH LAUDERDALE, according to the Plat thereof, as recorded in Plat Book 1, Page 48, of the Public Records of Broward County, Florida.

PIN NO. 5042-03-01-1600

SUBJECT TO: Taxes for current year and subsequent years, zoning and/or restrictions and prohibitions imposed by governmental authorities, and easements and restrictions and other matters appearing on the plat and/or common to the subdivision.

Together with: All the 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 it is lawfully seized of said land in fee simple; that it has good right and lawful authority to sell and convey said land; that it hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances.

(2)

IN WITNESS WHEREOF, Grantor has hereunto set its hand and seal the day and year first above written.

Signed, sealed and delivered
in our presence:

Andy Cable
(Print or Type Name)

Ann Marie Wright
(Print or Type Name)

DRENNAN PROPERTIES, INC.,
a Florida corporation

BY: Marjorie P. Drennan

PRINT NAME: Marjorie P. Drennan

TITLE: President

STATE OF NORTH CAROLINA)
) SS.:
COUNTY OF GRAHAM)

The foregoing instrument was acknowledged before me this 10th day of July, 2003, by Marjorie P. Drennan, as President of Drennan Properties, Inc., who is personally known to me or has produced NC DL 8992 773 as identification.

Peggy Hyde
NOTARY PUBLIC

PEGGY HYDE NOTARY PUBLIC GRAHAM COUNTY, N.C.

Peggy Hyde
Print or Type Name

My Commission Expires: 10-28-06

Commission No. _____

AMERICAN LAND TITLE ASSOCIATION
OWNER'S POLICY (10-17-92)
(WITH FLORIDA MODIFICATIONS)

(2)

10 0381 106 00000169

CHICAGO TITLE INSURANCE COMPANY

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, CHICAGO TITLE INSURANCE COMPANY, a Missouri corporation, herein called the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the Amount of Insurance stated in Schedule A, sustained or incurred by the insured by reason of:

1. Title to the estate or interest described in Schedule A being vested other than as stated therein;
2. Any defect in or lien or encumbrance on the title;
3. Unmarketability of the title;
4. Lack of a right of access to and from the land.

The Company will also pay the costs, attorneys' fees and expenses incurred in defense of the title, as insured, but only to the extent provided in the Conditions and Stipulations.

In Witness Whereof, CHICAGO TITLE INSURANCE COMPANY has caused this policy to be signed and sealed as of the Date of Policy shown in Schedule A, the policy to become valid when countersigned by an authorized signatory.

Issued by:

Goren, Cherof, Doody & Ezrol, P.A.
3099 E. Commercial Boulevard
Suite 200
Fort Lauderdale, FL 33308

(954) 771-4500

CHICAGO TITLE INSURANCE COMPANY
By:

President

By:

Secretary

CHICAGO TITLE INSURANCE COMPANY CORPORATE SEAL

OWNERS

SCHEDULE A

1 OFFICE FILE NUMBER	2 POLICY NUMBER	3 DATE OF POLICY	4 AMOUNT OF INSURANCE
030294	10 0381 106 00000169	09/05/03 17:50 .29 p.m.	$ 5,500.00

1. Name of Insured:
   Fort Lauderdale Community Redevelopment Agency

2. The estate or interest in the land which is covered by this Policy is:
   Fee Simple
3. Title to the estate or interest in the land is vested in the Insured.
4. The land herein described is encumbered by the following mortgage or trust deed, and assignments:
   NONE

and the mortgages or trust deeds, if any, shown in Schedule B hereof.

5. The land referred to in this policy is described as follows:

   Lot 1, together with the East one-half of that vacated alley lying West of and adjacent to said Lot 1, Block 15, of NORTH LAUDERDALE, according to the Plat thereof, as recorded in Plat Book 1, Page 48, of the Public Records of Miami-Dade County, Florida, less the North 15 feet thereof, for road right-of-way.

   Said lands situate, lying and being in the City of Fort Lauderdale, Broward County, Florida.

This policy valid only if Schedule B is attached.

POLICY FORM

SCHEDULE B

Policy Number 10 0381 106 00000169

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

General Exceptions:

(1) Rights or claims of parties in possession not shown by the public records.

(2) Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey and inspection of the premises.

(3) Easements or claims of easements not shown by the public records.

(4) Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.

(5) Taxes or special assessments which are not shown as existing liens by the public records.

Special Exceptions: The mortgage, if any, referred to in Item 4 of Schedule A, if this schedule is attached to an Owner's Policy.

(6) Any claim that any portion of said lands are sovereignty lands of the State of Florida, including submerged, filled or artificially exposed lands and lands accreted to such lands.

(7) Taxes and assessments for the year 2003 and subsequent years.

8. Utility Easement as reserved in Ordinance No. C-88-17 recorded in Official Records Book 15316, Page 195, Public Records of Broward County, Florida.

9. Terms, covenants, conditions and other matters contained in any unrecorded Lease(s) and all rights thereunder of the Lessee(s) and of any person claiming by, through or under the Lessee(s).

10. Exceptions 1 through 5 are hereby deleted.

Countersigned

GOREN, CHEROF,
DOODY & EZROL, P.A.

Authorized Signatory

Note: If this schedule is attached to a Loan Policy, junior and subordinate matters, if any, are not reflected herein.

Note: This Policy consists of insert pages labeled Schedules A and B. This Policy is of no force and effect unless both pages are included along with any added pages incorporated by reference.

F.1896 R-3-89

(10/97 DisplaySoft 25-WIN-1-FL-OWNERB0A)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.

   (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.

2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.

3. Defects, liens, encumbrances, adverse claims or other matters:

   (a) created, suffered, assumed or agreed to by the insured claimant;

   (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;

   (c) resulting in no loss or damage to the insured claimant;

   (d) attaching or created subsequent to Date of Policy; or

   (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.

4. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:

   (i) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or

   (ii) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure:

      (a) to timely record the instrument of transfer; or

      (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

CONDITIONS AND STIPULATIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

(a) "insured": the insured named in Schedule A, and, subject to any rights or defenses the Company would have had against the named insured, those who succeed to the interest of the named insured by operation of law as distinguished from purchase including, but not limited to, heirs, distributees, devisees, survivors, personal representatives, next of kin, or corporate or fiduciary successors.

(b) "insured claimant": an insured claiming loss or damage.

(c) "knowledge" or "known": actual knowledge, not constructive knowledge or notice which may be imputed to an insured by reason of the public records as defined in this policy or any other records which impart constructive notice of matters affecting the land.

(d) "land": the land described or referred to in Schedule A, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule A, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but nothing herein shall modify or limit the extent to which a right of access to and from the land is insured by this policy.

(e) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.

(f) "public records": records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge. With respect to Section 1(a)(iv) of the Exclusions From Coverage, "public records" shall also include environmental protection liens filed in the records of the clerk of the United States district court for the district in which the land is located.

(g) "unmarketability of the title": an alleged or apparent matter affecting the title to the land, not excluded or excepted from coverage, which would entitle a purchaser of the estate or interest described in Schedule A to be released from the obligation to purchase by virtue of a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE AFTER CONVEYANCE OF TITLE

The coverage of this policy shall continue in force as of Date of Policy in favor of an insured only so long as the insured retains an estate or interest in the land, or holds an indebtedness secured by a purchase money mortgage given by a purchaser from the insured, or only so long as the insured shall have liability by reason of covenants of warranty made by the insured in any transfer or conveyance of the estate or interest. This policy shall not continue in force in favor of any purchaser from the insured of either (i) an estate or interest in the land, or (ii) an indebtedness secured by a purchase money mortgage given to the insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 4(a) below, (ii) in case knowledge shall come to an insured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as insured, and which might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if title to the estate or interest, as insured, is rejected as unmarketable. If prompt notice shall not be given to the Company, then as to the insured all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any insured under this policy unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

4. DEFENSE AND PROSECUTION OF ACTIONS; DUTY OF INSURED CLAIMANT TO COOPERATE

(a) Upon written request by the insured and subject to the options contained in Section 6 of these Conditions and Stipulations, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an insured in litigation in which any third party asserts a claim adverse to the title or interest as insured, but only as to those stated causes of action alleging a defect, lien or encumbrance or other matter insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the insured to object for reasonable cause) to represent the insured as to those stated causes of action and shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs or expenses incurred by the insured in the defense of those causes of action which allege matters not insured against by this policy.

(b) The Company shall have the right, at its own cost, to institute and prosecute any action or proceeding or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest, as insured, or to prevent or reduce loss or damage to the insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this policy. If the Company shall exercise its rights under this paragraph, it shall do so diligently.

(c) Whenever the Company shall have brought an action or interposed a defense as required or permitted by the provisions of this policy, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from any adverse judgment or order.

(d) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding, the insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of the insured for this purpose. Whenever requested by the Company, the insured, at the Company's expense, shall give the Company all reasonable aid (i) in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as insured. If the Company is prejudiced by the failure of the insured to furnish the required cooperation, the Company's obligations to the insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

5. PROOF OF LOSS OR DAMAGE

In addition to and after the notices required under Section 3 of these Conditions and Stipulations have been provided the Company, a proof of loss or damage signed and sworn to by the insured claimant shall be furnished to the Company within 90 days after the insured claimant shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the defect in, or lien or encumbrance on the title, or other matter insured against by this policy which constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the insured claimant to provide the required proof of loss or damage, the Company's obligations to the insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such proof of loss or damage.

In addition, the insured claimant may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Policy, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the insured claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the insured claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the insured claimant to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in this paragraph shall terminate any liability of the Company under this policy as to that claim.

6. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Insurance.

To pay or tender payment of the amount of insurance under this policy together with any costs, attorneys' fees and expenses incurred by the insured claimant, which were authorized by the Company, up to the time of payment or tender of payment and which the Company is obligated to pay.

Upon the exercise by the Company of this option, all liability and obligations to the insured under this policy, other than to make the payment required, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, and the policy shall be surrendered to the Company for cancellation.

(b) To Pay or Otherwise Settle With Parties Other than the Insured or With the Insured Claimant.

(i) to pay or otherwise settle with other parties for or in the name of an insured claimant any claim insured against under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay; or

(ii) to pay or otherwise settle with the insured claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in paragraphs (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute or continue any litigation.

7. DETERMINATION, EXTENT OF LIABILITY AND COINSURANCE

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured claimant who has suffered loss or damage by reason of matters insured against by this policy and only to the extent herein described.

(a) The liability of the Company under this policy shall not exceed the least of:

(i) the Amount of Insurance stated in Schedule A; or,

(ii) the difference between the value of the Insured estate or interest as insured and the value of the insured estate or interest subject to the defect, lien or encumbrance insured against by this policy.

(b) ***This paragraph removed in Florida policies.***

(c) The Company will pay only those costs, attorneys' fees and expenses incurred in accordance with Section 4 of these Conditions and Stipulations.

8. APPORTIONMENT

If the land described in Schedule A consists of two or more parcels which are not used as a single site, and a loss is established affecting one or more of the parcels but not all, the loss shall be computed and settled on a pro rata basis as if the amount of insurance under this policy was divided pro rata as to the value on Date of Policy of each separate parcel to the whole, exclusive of any improvements made subsequent to Date of Policy, unless a liability or value has otherwise been agreed upon as to each parcel by the Company and the Insured at the time of the issuance of this policy and shown by an express statement or by an endorsement attached to this policy.

9. LIMITATION OF LIABILITY

(a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures the lack of a right of access to or from the land, or cures the claim of unmarketability of title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title as insured.

(c) The Company shall not be liable for loss or damage to any Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees and expenses, shall reduce the amount of the insurance pro tanto.

11. LIABILITY NONCUMULATIVE

It is expressly understood that the amount of insurance under this policy shall be reduced by any amount the Company may pay under any policy insuring a mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is hereafter executed by an Insured and which is a charge or lien on the estate or interest described or referred to in Schedule A, and the amount so paid shall be deemed a payment under this policy to the Insured owner.

12. PAYMENT OF LOSS

(a) No payment shall be made without producing this policy for endorsement of the payment unless the policy has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.

(b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within 30 days thereafter.

13. SUBROGATION UPON PAYMENT OR SETTLEMENT

(a) The Company's Right of Subrogation.

Whenever the Company shall have settled and paid a claim under this policy, all right of subrogation shall vest in the Company unaffected by any act of the Insured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the Insured claimant would have had against any person or property in respect to the claim had this policy not been issued. If requested by the Company, the Insured claimant shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The Insured claimant shall permit the Company to sue, compromise or settle in the name of the Insured claimant and to use the name of the Insured claimant in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the Insured claimant, the Company shall be subrogated to these rights and remedies in the proportion which the Company's payment bears to the whole amount of the loss.

If loss should result from any act of the Insured claimant, as stated above, that act shall not void this policy, but the Company, in that event, shall be required to pay only that part of any losses Insured against by this policy which shall exceed the amount, if any, lost to the Company by reason of the impairment by the Insured claimant of the Company's right of subrogation.

(b) The Company's Rights Against Non-Insured Obligors.

The Company's right of subrogation against non-Insured obligors shall exist and shall include, without limitation, the rights of the Insured to indemnities, guaranties, other policies of insurance or bonds, notwithstanding any terms or conditions contained in those instruments which provide for subrogation rights by reason of this policy.

14. ARBITRATION

Unless prohibited by applicable law, arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association may be demanded if agreed to by both the Company and the Insured. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to the policy, any service of the Company in connection with its issuance or the breach of a policy provision or other obligation. Arbitration pursuant to this policy and under the Rules in effect on the date the demand for arbitration is made or, at the option of the Insured, the Rules in effect at Date of Policy shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permit a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

(a) This policy together with all endorsements, if any, attached hereto by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b) Any claim of loss or damage, whether or not based on negligence, and which arises out of the status of the title to the estate or interest covered hereby or by any action asserting such claim, shall be restricted to this policy.

(c) No amendment of or endorsement to this policy can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

16. SEVERABILITY

In the event any provision of the policy is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision and all other provisions shall remain in full force and effect.

17. NOTICES, WHERE SENT

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this policy and shall be addressed to the Company at the issuing office or to:

Chicago Title Insurance Company • Claims Department
171 North Clark Street • Chicago, Illinois 60601-3294
In Florida Call 1-800-883-2020

ATTACHMENT 6

Parcel 3 Deeds

RAPPAPORT

April 13, 2004

Mr. Robert Cass Wojcik, Planner III
Fort Lauderdale Community Redevelopment Agency
101 NE 3rd Avenue, Suite 300
Fort Lauderdale, Florida 33301

RE: Original Warranty Deed & Owner's Title Policy - Ada Rappaport
537 NW 7th Terrace
Fort Lauderdale, Florida 33311

Dear Mr. Wojcik:

I am attaching one original Warranty Deed and Chicago Title Insurance Company Owner's Policy for the above-referenced property. Although, this parcel was closed on December 23, 2003, we just received this documentation as evidenced by the enclosed letter from Goren, Cherof, Doody and Ezrol, P.A.

If you have any questions regarding this letter or the attached documents, please call me at (954) 522-6226, extension 177.

Sincerely,

THE URBAN GROUP, INC.

Barry S. Lazarus
Project Manager

PARCEL 3 ATTACH 6

BSL/bl
Enclosures

cc: Howard Steinholz, The Urban Group, Inc.
File

COPY TO REALESTATE

The Urban Group, Inc. · 1424 South Andrews Avenue · Suite 200 · Fort Lauderdale, Florida 33316
TELEPHONE 954-522-6226 · FAX 954-522-6422

THIS INSTRUMENT WAS PREPARED BY:
DONALD J. DOODY, ESQUIRE
GOREN, CHEROF, DOODY & EZROL, P.A.
3099 E. Commercial Blvd., Suite 200
Fort Lauderdale, Florida 33308

INSTR # 103593964
OR BK 36637 Pages 930 - 931
RECORDED 12/23/03 14:37:23
BROWARD COUNTY COMMISSION
DOC STMP-D: $280.00
DEPUTY CLERK 2085
#2, 2 Pages

WARRANTY DEED

THIS INDENTURE, made this 18th day of December, 2003, between ADA RAPPAPORT, a single woman, whose post office address is c/o Brian Rappaport, 2580 Rampart Way North, Cooper City, Florida 33026 (hereinafter referred to as "Grantor") and Fort Lauderdale Community Redevelopment Agency, a Florida public body corporate and public created pursuant to Section 163.356, F.S., whose post office address is 101 NE 3 Avenue #300, Fort Lauderdale, Florida 33301 (hereinafter referred to as "Grantee").

W I T N E S S E T H:

That said Grantor, for and in consideration of the sum of TEN ($10.00) DOLLARS, and other good and valuable considerations to Grantor in hand paid by Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the Grantee, and Grantee's successors and assigns forever, the following described land, situate, lying and being in Broward County, Florida, to wit:

> Lots 6, 7 and 8 together with the east one-half (E ½) of that vacated alley right-of-way lying west and adjacent to said Lots 6, 7 and 8, Block 15, of NORTH LAUDERDALE, according to the Plat thereof, as recorded in Plat Book 1, Page 48, of the Public Records of Miami-Dade County, Florida.
>
> Said lands now situate, lying and being in Broward County, Florida.
>
> PIN NO. 10203-01-16300.

SUBJECT TO: Taxes for current year and subsequent years, zoning and/or restrictions and prohibitions imposed by governmental authorities, and easements and restrictions and other matters appearing on the plat and/or common to the subdivision.

Together with: All the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and To Hold, the same in fee simple forever.

The Grantor represents and warrants that the real property being conveyed herein is not the homestead of the Grantor.

And the Grantor hereby covenants with said Grantee that she is lawfully seized of said land in fee simple; that she has good right and lawful authority to sell and convey said land; that she hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances.

IN WITNESS WHEREOF, Grantor has hereunto set her hand and seal the day and year first above written.

Signed, sealed and delivered

Paula L. Rappaport Ada Rappaport

Paula L. RAPPAPORT
(Print or Type Name)

ADA RAPPAPORT

Mark S Sussman

Mark S Sussman
(Print or Type Name)

STATE OF FLORIDA)
) SS.:
COUNTY OF DADE)

The foregoing instrument was acknowledged before me this 18 day of December, 2003 by ADA RAPPAPORT, a single woman, who is personally known to me or has produced _____ as identification.

Jeanneep Rippe-D.
NOTARY PUBLIC

Nancy Rippe.
Print or Type Name

My Commission Expires: _____

NANCY RIPPE
MY COMMISSION # DD 072607
EXPIRES: November 15, 2005
Bonded Thru Notary Public Underwriters

Commission No. _____

AMERICAN LAND TITLE ASSOCIATION
OWNER'S POLICY (10-17-92)
(WITH FLORIDA MODIFICATIONS)

Policy No. 7210609- 175267

CHICAGO TITLE INSURANCE COMPANY

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, CHICAGO TITLE INSURANCE COMPANY, a Missouri corporation, herein called the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the Amount of Insurance stated in Schedule A, sustained or incurred by the insured by reason of:

1. Title to the estate or interest described in Schedule A being vested other than as stated therein;
2. Any defect in or lien or encumbrance on the title;
3. Unmarketability of the title;
4. Lack of a right of access to and from the land.

The Company will also pay the costs, attorneys' fees and expenses incurred in defense of the title, as insured, but only to the extent provided in the Conditions and Stipulations.

In Witness Whereof, CHICAGO TITLE INSURANCE COMPANY has caused this policy to be signed and sealed as of the Date of Policy shown in Schedule A, the policy to become valid when countersigned by an authorized signatory.

CHICAGO TITLE INSURANCE COMPANY

By: [signature]

ATTEST [signature] Secretary

President

GOREN, CHEROF, DOODY & EZROL, P.A.
3099 E. Commercial Boulevard, Suite 200
Ft. Lauderdale, FL 33308

(954) 771-4500

CHICAGO TITLE INSURANCE COMPANY CORPORATE SEAL

Upon the exercise by the Company of either of the options provided for in paragraphs (b)(i) or (ii), the Company's obligations to the insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute or continue any litigation.

7. DETERMINATION, EXTENT OF LIABILITY AND COINSURANCE

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the insured claimant who has suffered loss or damage by reason of matters insured against by this policy and only to the extent herein described.

(a) The liability of the Company under this policy shall not exceed the least of:

(i) the Amount of Insurance stated in Schedule A; or,

(ii) the difference between the value of the insured estate or interest as insured and the value of the insured estate or interest subject to the defect, lien or encumbrance insured against by this policy.

(b) ***This paragraph removed in Florida policies.***

(c) The Company will pay only those costs, attorneys' fees and expenses incurred in accordance with Section 4 of these Conditions and Stipulations.

8. APPORTIONMENT

If the land described in Schedule A consists of two or more parcels which are not used as a single site, and a loss is established affecting one or more of the parcels but not all, the loss shall be computed and settled on a pro rata basis as if the amount of insurance under this policy was divided pro rata as to the value on Date of Policy of each separate parcel to the whole, exclusive of any improvements made subsequent to Date of Policy, unless a liability or value has otherwise been agreed upon as to each parcel by the Company and the insured at the time of the issuance of this policy and shown by an express statement or by an endorsement attached to this policy.

9. LIMITATION OF LIABILITY

(a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures the lack of a right of access to or from the land, or cures the claim of unmarketability of title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title as insured.

(c) The Company shall not be liable for loss or damage to any insured for liability voluntarily assumed by the insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees and expenses, shall reduce the amount of the insurance pro tanto.

11. LIABILITY NONCUMULATIVE

It is expressly understood that the amount of insurance under this policy shall be reduced by any amount the Company may pay under any policy insuring a mortgage to which exception is taken in Schedule B or to which the insured has agreed, assumed, or taken subject, or which is hereafter executed by an insured and which is a charge or lien on the estate or interest described or referred to in Schedule A, and the amount so paid shall be deemed a payment under this policy to the insured owner.

12. PAYMENT OF LOSS

(a) No payment shall be made without producing this policy for endorsement of the payment unless the policy has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.

(b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within 30 days thereafter.

13. SUBROGATION UPON PAYMENT OR SETTLEMENT

(a) The Company's Right of Subrogation.

Whenever the Company shall have settled and paid a claim under this policy, all right of subrogation shall vest in the Company unaffected by any act of the insured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the insured claimant would have had against any person or property in respect to the claim had this policy not been issued. If requested by the Company, the insured claimant shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The insured claimant shall permit the Company to sue, compromise or settle in the name of the insured claimant and to use the name of the insured claimant in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the insured claimant, the Company shall be subrogated to these rights and remedies in the proportion which the Company's payment bears to the whole amount of the loss.

If loss should result from any act of the insured claimant, as stated above, that act shall not void this policy, but the Company, in that event, shall be required to pay only that part of any losses insured against by this policy which shall exceed the amount, if any, lost to the Company by reason of the impairment by the insured claimant of the Company's right of subrogation.

(b) The Company's Rights Against Non-insured Obligors.

The Company's right of subrogation against non-insured obligors shall exist and shall include, without limitation, the rights of the insured to indemnities, guaranties, other policies of insurance or bonds, notwithstanding any terms or conditions contained in those instruments which provide for subrogation rights by reason of this policy.

14. ARBITRATION

Unless prohibited by applicable law, arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association may be demanded if agreed to by both the Company and the insured. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the insured arising out of or relating to the policy, any service of the Company in connection with its issuance or the breach of a policy provision or other obligation. Arbitration pursuant to this policy and under the Rules in effect on the date the demand for arbitration is made or, at the option of the insured, the Rules in effect at Date of Policy shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permit a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

(a) This policy together with all endorsements, if any, attached hereto by the Company is the entire policy and contract between the insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b) Any claim of loss or damage, whether or not based on negligence, and which arises out of the status of the title to the estate or interest covered hereby or by any action asserting such claim, shall be restricted to this policy.

(c) No amendment of or endorsement to this policy can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

16. SEVERABILITY

In the event any provision of the policy is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision and all other provisions shall remain in full force and effect.

17. NOTICES, WHERE SENT

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this policy and shall be addressed to the Company at the issuing office or to:

Chicago Title Insurance Company • Claims Department
171 North Clark Street • Chicago, Illinios 60601-3294
In Florida Call 1-800-883-2020

OWNERS

SCHEDULE A

1 OFFICE FILE NUMBER	2 POLICY NUMBER	3 DATE OF POLICY	4 AMOUNT OF INSURANCE
30429	7210609-175267	12/23/03 14:37 .23 p.m.	$ 40,000.00

1. Name of Insured:
   Fort Lauderdale Community Redevelopment Agency, a Florida public body corporate and public created pursuant to Section 163.356, F.S.

2. The estate or interest in the land which is covered by this Policy is:
   Fee Simple
3. Title to the estate or interest in the land is vested in the Insured.
4. The land herein described is encumbered by the following mortgage or trust deed, and assignments:
   None.

and the mortgages or trust deeds, if any, shown in Schedule B hereof.

5. The land referred to in this policy is described as follows:
   Lots 6, 7 and 8 together with the east one-half (E 1/2) of that vacated alley right-of-way lying west and adjacent to said Lots 6, 7 and 8, Block 15, of NORTH LAUDERDALE, according to the Plat thereof, as recorded in Plat Book 1, Page 48, of the Public Records of Miami-Dade County, Florida. Said lands now situate, lying and being in Broward County, Florida.

POLICY FORM

SCHEDULE B

Policy Number 7210609-175267

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

General Exceptions:

(1) Rights or claims of parties in possession not shown by the public records.

(2) Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey and inspection of the premises.

(3) Easements or claims of easements not shown by the public records.

(4) Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.

(5) Taxes or special assessments which are not shown as existing liens by the public records.

Special Exceptions: The mortgage, if any, referred to in Item 4 of Schedule A, if this schedule is attached to an Owner's Policy.

(6) Any claim that any portion of said lands are sovereignty lands of the State of Florida, including submerged, filled or artificially exposed lands and lands accreted to such lands.

(7) Taxes and assessments for the year 2003 and subsequent years.

(8) Restrictions, conditions, reservations, easements and other matters contained on the Plat of North Lauderdale, as recorded in Plat Book 1, Page 48, Public Records of Miami-Dade County, Florida, said land situate, lying and being in Broward County, Florida.

(9) Terms and provisions of Ordinance No. C-88-17 recorded in Official Records Book 15316, Page 195.

Note: General Exceptions 1, 2, 3 and 4 are hereby deleted.

Countersigned

GOREN, CHEROF, DOODY & EZROL, P.A.

Authorized Signatory

Note: If this schedule is attached to a Loan Policy, junior and subordinate matters, if any, are not reflected herein.

Note: This Policy consists of insert pages labeled Schedules A and B. This Policy is of no force and effect unless both pages are included along with any added pages incorporated by reference.

ATTACHMENT 7

Phase 1 Environmental Assessments

PHASE I ENVIRONMENTAL INVESTIGATION FOR PROPERTY LOCATED AT 7 XX W. SISTRUNK BOULEVARD FORT LAUDERDALE, BROWARD COUNTY, FLORIDA

PREPARED FOR:

CITY OF FORT LAUDERDALE

APRIL 2000

M.P. BROWN & ASSOCIATES, INC.

Environmental Consulting & Services
Geologists, Engineers, Drillers & Contractors
PCC 506672 CC2807
(305) 770-1105

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Figure 2 Site Plan Map, Property Located at 7XX W. Sistrunk Boulevard, Fort Lauderdale, Broward County, Florida 6

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Attachment A	Topographic Map
Attachment B	Inspection Photographs
Attachment C	List of Nearby Facilities
Attachment D	USEPA Computer List
Attachment E	Aerial Photographs

1.0 INTRODUCTION

M.P. Brown & Associates, Inc. initiated a Phase I Environmental Investigation at the property located at 7XX W. Sistrunk Boulevard, Fort Lauderdale, Broward County, Florida on April 25, 2000, (Figure 1). The purpose of this investigation was to document the environmental concerns observed on the subject property and where appropriate, the associated risks to the environment. Although this assessment may not disclose all potential environmental liabilities, every reasonable attempt has been made and due diligence has been exercised in identifying all areas of environmental concern.

The following specific work tasks were completed as described in our proposal dated Monday, May 1, 2000.

Task 1. Conduct a physical on-site inspection of the property to determine if potential contamination may have occurred during any prior or current facility practices and note any environmental violations of Federal, State and local regulations.

Task 2. Determine if the site or surroundings contiguous sites are being investigated or is listed for environmental actions or have environmental permits by examining the Broward County, Department of Planning and Environmental Protection (DPPEP), the Florida Department of Environmental Protection (FDEP) files: also, current listings for the following files will be reviewed: United States Environmental Protection Agency (USEPA), Comprehensive

Environmental Response Compensation and liability Act (CERCLIS); Facility Index System (FINDS); Resource Conservation Recovery Act (RCRA); Treat, Store, and Disposal Facilities (TSD); National Priority Listing (NPL); and Emergency Response Notification System (ERNS).

Task 3. Determine past land use practices of which could caused environmental impacts to the property site. Historical environmental impacts to the property will be found by utilizing existing information including historic aerial photographs, fire/insurance maps and other available information.

Task 4. A written report sealed by a Professional Geologist will be prepared containing all the data and our conclusions whether the property should be construed to be an environmental concern. The report will present all specific potential problems related to soil or groundwater impacts and recommendations as needed.

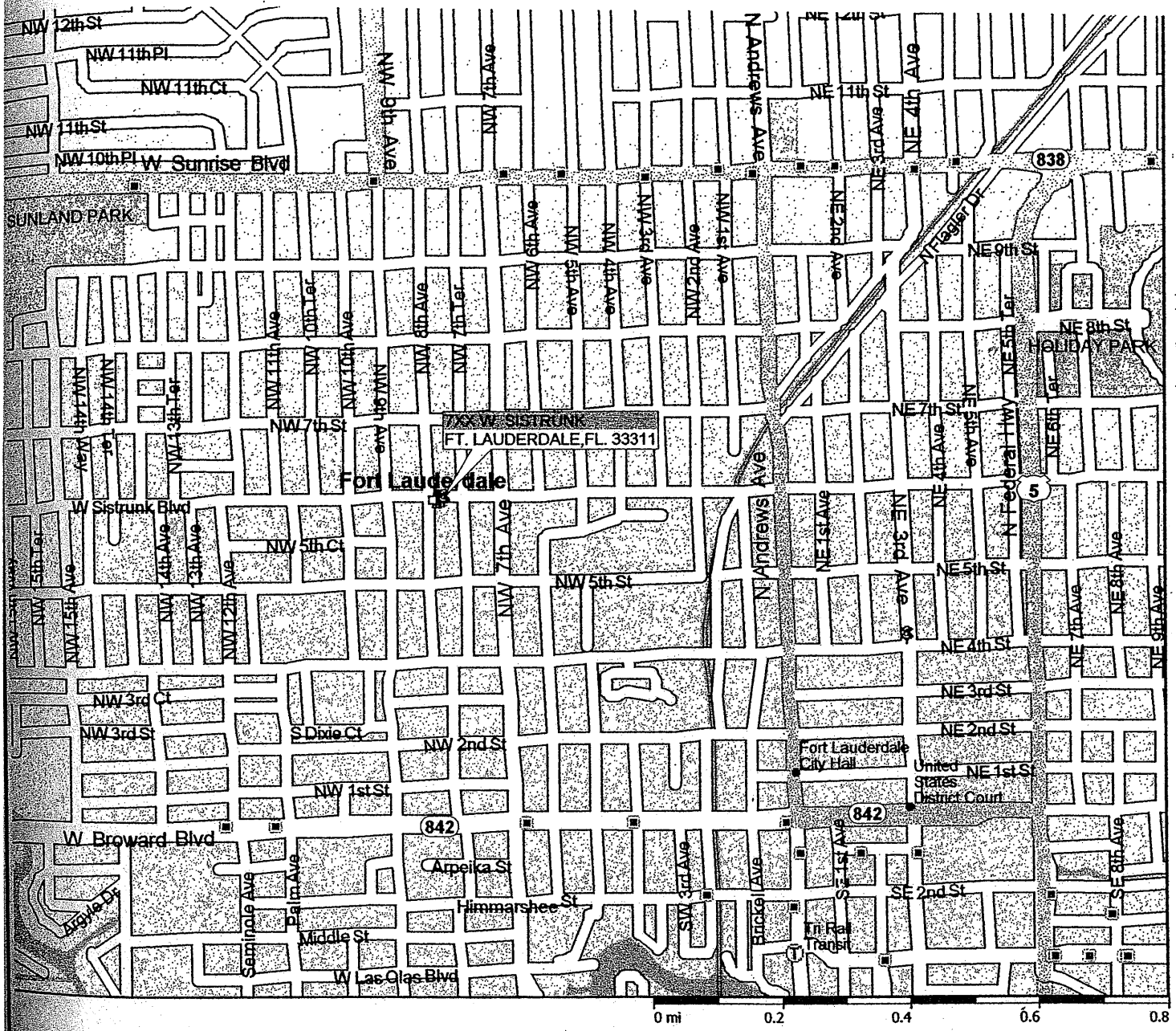
2.0 PHASE I ENVIRONMENTAL INVESTIGATION

2.1 General Site Description

The subject property is located at 7XX W. Sistrunk, Fort Lauderdale, Broward County, Florida in Section 3 Township 50 South, Range 42 East. The general area (odd number addresses) are serviced by water and sewer according to the City of Fort Lauderdale and the (even number addresses) have water and no sewer.

The subject property is relatively flat with an elevation of approximately seven (7) feet above mean sea level (msl); USGS Topographic Map, Fort Lauderdale, North, Florida. Attachment A contains a copy of the topographic map. Onsite, surface water drainage is essentially towards offsite storm drains. The New River is located approximately 7,480 feet west of the property site.

The subject property and surrounding area is comprised of vacant areas made up of grassy vegetated areas, single to two (2) story businesses and residential houses.



Approved by: Bonnie J. Novak, P.G.	Proj # 1291	EXPLANATION	
M.P. Brown & Associates, Inc. *Environmental Consulting & Services Gologists, Engineers, Drillers & Contractors*			
Drawn by: Bonnie J. Novak, P.G. Date: 4/27/00			
SITE: CITY OF FT. LAUDERDALE ,PHASE I 7XX W. SISTRUNK BLVD.,FT. LAUDERDALE 33311			
SITE PLAN MAP	FIGURE 1		

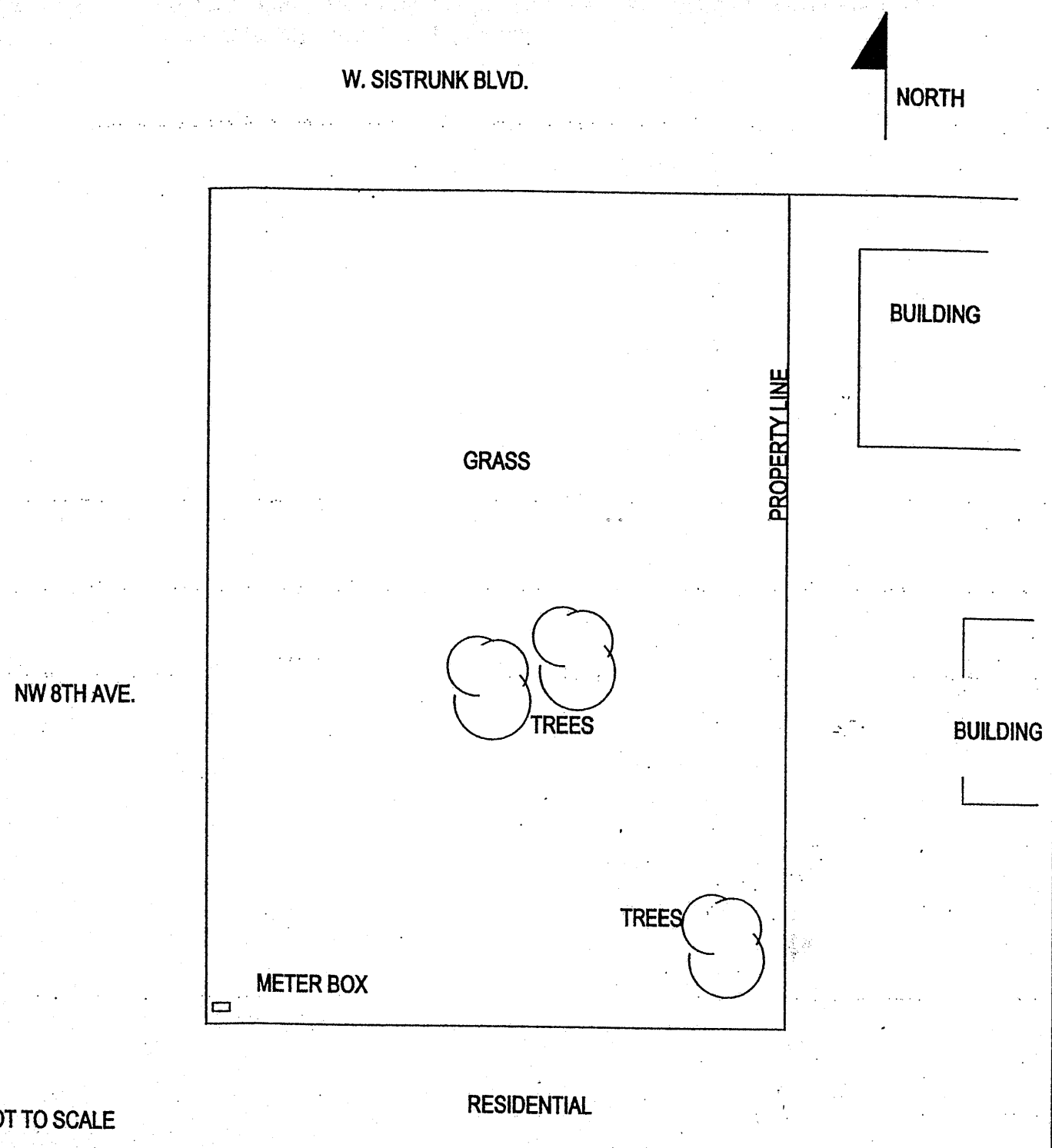
Figure 1 Site Location Map, Property Located at 7XX W. Sistrunk Boulevard, Fort Lauderdale, Broward County, Florida

2.2 WORK PERFORMED

2.2.1 Site Inspection

M.P. Brown & Associates, Inc. professional staff member, Bonnie J. Novak, P.G., Sr. Environmental Geologist performed a physical on-site inspection of the property on April 25, 2000. The property is a vacant lot and is bounded to the north by West Sistrunk Boulevard, to the West by NW 8th Avenue, to the south by homes in a residential area and to the East by two (2) buildings of unknown use.

The vacant lot has a grassy setting with trees located to the center of the property and along the south property boundary. A meter box was located on the southwest side of the property. M. P. Brown & Associates has been trying to contact the current owner of the property to ask specific questions and as of this date there has been no response. Attachment B contains photographs taken of the site.



Rev # 0 | Approved by: Bonnie J. Novak, P.G. | Proj # 1291

M.P. Brown & Associates, Inc.

Environmental Consulting & Services
Gologists, Engineers, Drillers & Contractors

Drawn by: Bonnie J. Novak, P.G. | Date 4/27/00

SITE: CITY OF FT. LAUDERDALE ,PHASE I
7XX W. SISTRUNK BLVD.,FT. LAUDERDALE 33311

SITE PLAN MAP | FIGURE 2

EXPLANATION

Figure 2 Site Plan Map, Property Located at 7XX W. Sistrunk Boulevard, Fort Lauderdale, Broward County, Florida

2.3 Environmental Regulatory File Review

The Broward County Department of Planning and Environmental Protection (BCDPEP) and Florida Department of Environmental Protection (FDEP), computerized search was requested to further identify any potential areas of environmental concern. Files reviewed included hazardous waste management, underground/aboveground storage tanks (USR/ASTs).

Records of the United States Environmental Protection Agency (USEPA), registered through the Freedom of Information Act (FOIA) program, was also reviewed. Listings reviewed included Comprehensive Environmental Response Compensation and Liability Information System (CERLIS); Facility Index System (FINDS); Resource Conservation Recovery Act (RCRA); Treat, Store, and Disposal Facilities (TSDF); National Priorities Listing (NPL); and Emergency Response Notification System (ERNS).

The file reviews conducted at the Broward County DPEP included facilities adjacent to and within the near vicinity of the subject property. The computer files search included all facilities within approximately a one (1) mile radius of the subject property.

The FDEP computer search has not been received. After reviewed, if there is any environmental concerns the client will be notified. Attachment B contains a list of the nearby facilities and their addresses and a copy of the current map showing their locations.

2.3.1 Site Review

The environmental regulatory review of the various divisions researched did not disclose of any permits, inspection on ay reports that would indicate an environmental concern.

2.3.2 Adjacent Site Review

The regulatory file review included adjacent and nearby properties and facility operations of potential environmental concern. According to the Broward County DPEP there are six (6) facilities located within a 1/4 mile radius with a Hazardous Waste Licence; they include:

- Bob' Speed Products
  702 NW 6th Avenue
  HM00242-99
- John's Cages Auto Marine
  724 NW 6th Avenue
  HM00870-99
- Brothers Towing
  747 NW 6th Avenue
  HM00243-98
- Pride Auto Salvage
  629 NW 7th Avenue
  HM016139
- Sunsinde Auto Salvage
  640 NW 7th Avenue
  HM9912816
- Terrys Auto Supply
  611 NE 6th Avenue

Based on the files reviewed, County Inspections indicated facilities are in compliance and that the facilities are on septic tank.

The USEPA files revealed there are three (3) sites located within a 1/4 mile radius; they include:

- Atlantic Litho Print Inc.
  735 NW 7th Terrace
  FLD982108284
  Hazardous Waste Handler

- Buds Bumper
  629 NW 7th Avenue
  FLD0029068022
  Hazardous Waste Handler
  Active or Archived Super Fund Report

- Terry's Auto Supply
  611 NW 6th Avenue
  000009124990
  Hazardous Waste Handler

Attachment D contains a map and listed USEPA facilities by zip code.

2.3.3 Past Land Use

Aerial photographs from 1965 to 1995 indicated the subject property was vacant with no environmental concerns, Attachment E contains a copy of the 1995 aerial photographs.

3.0 CONCLUSIONS

M.P. Brown & Associates, Inc., on April 25, 2000 initiated a Phase I Environmental Investigation at the property located at 7XX W. Sistrunk Boulevard, Fort Lauderdale, Broward County, Florida.

The general area is serviced for water and sewer from the City of Fort Lauderdale. There are sites still using septic tanks.

Currently, the property is vacant and was vacant as far back as 1963 with no apparent environmental concerns. Attempts have been made to contact the property owner to ask specific questions with no success to date.

The environmental file review indicated the property had no files or violations recorded at the Broward County DPEP or the USEPA. According to the County files there are six (6) facilities with hazardous materials licences in the vicinity of the property with the Broward County BDEP no violations were noted. According to the USEPA files there are three (3) sites listed as hazardous waste handlers. One site, Buds Bumper apparently has a file with the EPA under "Active or Archived Superfund Reports". The site would be located at least 212 yards northeast of the subject property. No other additional information was available. Based on the observations and documents reviewed during the Phase I Environmental Investigation, M.P. Brown & Associates, Inc., concluded that there are no indications of major environmental concerns at the subject property. Although, the use of the concrete slab found on the property may be needed to confirm that no underground structures, i.e.,septic tanks, or drainfields or UST's are located on the property.

ADJACENT

EE&G Evans Environmental & Geosciences

PHASE I
ENVIRONMENTAL SITE ASSESSMENT

FOR

13 LOT PROPERTY
NW 7TH TERRACE & NW 6TH STREET
FORT LAUDERDALE, FLORIDA

Prepared For:

The Urban Group Inc.
1424 South Andrews Avenue, Suite 200
Fort Lauderdale, FL 33316

Prepared by:

Evans Environmental & Geosciences
14505 Commerce Way, Suite 400
Miami Lakes, Florida 33016
(305) 374-8300

May 2003
Project No.: 2003-0569

FOR

Audrey R. Courchesne
Staff Professional

Steven A. Harrison, P.G.
Senior Technical Advisor

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SECTION 1.0
INTRODUCTION

1.1 PURPOSE

Evans Environmental and Geosciences (EE&G) was retained by the The Urban Group, the Client, to perform a Phase I Environmental Site Assessment (ESA) for the U-Shaped Property located at NW 7th Terrace and NW 6th Street (also known as Sistrunk Boulevard), in Fort Lauderdale, Broward County, Florida (hereafter referred to as the "*Property*").

This Phase I ESA was prepared in accordance with the standard practice set forth in American Society of Testing and Materials (ASTM) Designation E 1527-00. The purpose of this Phase I ESA was to identify Recognized Environmental Conditions (RECs) associated with the *Property*. RECs are defined in ASTM Designation E 1527-00 as "the presence or likely presence of any hazardous substances or petroleum products on a property under conditions that indicate an existing release, a past release, or a material threat of a release of any hazardous substances or petroleum products into structures on the property or into the ground, groundwater, or surface water of the property." Additionally, this assessment was intended to assist the user in satisfying one of the requirements to qualify for the innocent landowner defense to the Comprehensive Environmental Response Compensation and Liability Act (CERCLA).

1.2 DETAILED SCOPE OF WORK

In accordance with the ASTM Designation E 1527-00 guidelines, this Phase I ESA included the following scope of services.

- EE&G interviewed the Client or Client's designated representative to assess knowledge of site-specific conditions or uncover available information, which may help to identify, recognized environmental conditions.

- EE&G conducted a site reconnaissance to obtain information indicating the likelihood of identifying recognized environmental conditions in connection with the *Property*. EE&G assessed the uses and conditions of the *Property*, to the extent visually and/or physically observed during the site inspection of accessible areas, including:

  - Current uses on the *Property* likely to involve the use, treatment, storage, disposal or generation of hazardous substances or petroleum products.

  - Interior and exterior inspection of the *Property* to assess for sewage, storm water and wastewater disposal system(s), potable water supply, and evidence of storage tanks, drums, PCB-containing equipment, pools of liquid, odors, pits/ponds/lagoons, stained soil or pavement, stressed vegetation, drains, heating/cooling system and wells. A general description of the current on-site structures was noted.

  - Current uses of adjoining properties as limited to the extent visually and/or physically observed from property boundaries.

- Current uses of surrounding area as limited to extent visually and/or physically observed during a drive-through of the area.

- EE&G obtained and reviewed reasonably ascertainable of standard sources (as defined in ASTM Designation E 1527-00), which are publicly available, practically reviewable, and obtainable within reasonable time and cost constraints. These records included:

  - Applicable regulatory files held by the Broward County Department of Planning and Environmental Protection (DPEP), which pertain to the use and handling of hazardous waste, hazardous substances and petroleum products for the *Property*, adjoining properties, and surrounding properties (within the designated search distance, per ASTM Designation E 1527-00).

  - Physical setting sources, including a current USGS 7.5 Minute Topographic Map, and current technical documentation on the regional surficial soil type and distribution, and regional geologic and hydrogeologic environmental setting.

  - Standard historical sources, used to develop an understanding of the previous uses or occupants of the *Property* and adjoining properties, which may indicate potential recognized environmental conditions. These sources included (at a minimum) city directories, aerial photographs, and fire insurance maps, which were reviewed at approximately 5-year intervals.

  - EE&G conducted interviews with individuals knowledgeable of the *Property* to assess for information indicating potential recognized environmental conditions in connection with the *Property*.

  - EE&G prepared a final report, which summarized the methodology and findings of the Phase I ESA. The report included a summary of the Client/User Information, Site Reconnaissance, Interview(s), and Record Review Findings. As required by ASTM Designation E 1527-00, the final report included a Findings/Opinion Section and Conclusions Section, which clearly stated if recognized environmental conditions were identified in connection with the *Property*. Documentation of pertinent resources, references and key exhibits were included to support the report findings, when appropriate.

1.3 SIGNIFICANT ASSUMPTIONS

Information regarding the *Property* was reasonably ascertainable and therefore, no significant assumptions have been made, unless otherwise noted in a specific section of this report.

1.4 LIMITATIONS AND EXCEPTIONS

This Phase I ESA was performed by competent, qualified technical professionals in accordance with sound professional practices and the standard due care exercised within the profession. The presence or absence of contaminants on the surface or in the subsurface of the *Property* cannot be determined without proper testing. Accordingly, the findings of this investigation merely assessed the potential for property owner liabilities arising from past and present usage of the *Property*, and should not be construed as conclusive evidence that the *Property* has or has not been negatively impacted.

The opinions and recommendations presented herein apply only to conditions existing at the time of this assessment. Any changes in site conditions, environmental standards, practices, or regulations subsequent hereto are not covered. Furthermore, although every reasonable effort has been made to use information sources that are authoritative, EE&G does not warrant their accuracy or completeness, nor the use of segregated portions of this report.

1.5 SPECIAL TERMS & CONDITIONS

This Phase I ESA was prepared in accordance with ASTM Designation E 1527-00, and the Client required no special terms and conditions, unless otherwise noted in this report.

1.6 USER RELIANCE

This report was prepared solely for the use of the Client, and is not intended for use by third party beneficiaries. The Client, and third parties shall indemnify and hold EE&G harmless against any liability for any loss arising out of or related to reliance by any third party on any work performed thereunder, or the contents of this report.

1.7 USER-PROVIDED INFORMATION

The Client was provided a User Form to complete regarding the *Property*. For a copy of the form, refer to **Appendix A**. This Phase I ESA was required for due diligence associated with a real estate transaction.

The Client was unaware of any environmental liens or activity and use limitations in connection with the *Property*. The Client has no knowledge of a significantly reduced purchase price due to environmental conditions associated with the *Property*.

SECTION 2.0
GENERAL ENVIRONMENTAL SETTING

2.1 AREA SETTING

The *Property* was located in a residential/commercial district characterized by surrounding properties which were observed to be residential and commercial. According to the Fort Lauderdale North, Florida Quadrangle, United States Geological Survey (USGS) 7.5 Minute Topographic Map, the *Property* was located in an area characterized by relatively flat topography, with an elevation of approximately 5 to 10 feet above mean sea level. Refer to **Figure B1, Appendix B,** for the portion of the USGS Topographic Map depicting the location of the *Property*.

2.2 SOIL TYPE

According to the Soil Survey of Broward County Florida published by the United States Department of Agriculture (USDA), Soil Conservation Service, the soil in the area has been classified as Immokalee-Urban land complex. The Soil Conservation Service estimates that 40% - 70% of this type of soil has been covered by urban development (i.e. airports, parking lots, buildings, etc.) such that natural soils remain unobservable and 20% - 45% of the complex is open land, such as lawns and vacant lots. Included within this complex are small areas of Basinger, Pompano, Margate, and Hallandale soils. Refer to **Figure B2, Appendix B,** for the portion of the Broward County Soil Survey Map depicting the location of the *Property*.

2.3 HYDROGEOLOGY

The regional geologic framework of Broward County consists of Holocene age sediments of peats, muck, and marl overlying Pleistocene age limestones and shelly sands. The most distinguishing physiographic feature is the Atlantic Coastal Ridge. This topographic feature parallels the mainland coastline in Broward County. The ridge is primarily composed of Miami Oolite, an oolitic limestone. Beneath the ridge in the eastern portion, the Miami Oolite is underlain by the Anastasia Formation, and in the west by the Fort Thompson Formation. Both the Fort Thompson and Anastasia Formations are composed of highly permeable limestones. The combination of the Fort Thompson, Anastasia, and Miami Limestones comprises the unconfined surficial aquifer, the Biscayne Aquifer.

The depth of the water table and the thickness of the aquifer may vary by location and by season. The water table ranges from approximately 0 to 12 feet below land surface in Broward County. Although the general flow direction of the Biscayne Aquifer is southeasterly, local groundwater flow direction may vary, due to the topography, site drainage features, the pumping rate of a nearby water well, and/or other factors.

2.4 GROUNDWATER PROTECTION AREAS

Groundwater is the primary drinking water source of South Florida. The *Property* was located in an area underlain by the Biscayne Aquifer. The water quality of the Biscayne Aquifer is classified as G-II according to Chapter 62-550 F.A.C. (less than 10,000 mg/L of total dissolved solids), suitable for potable well water consumption. The Biscayne Aquifer is especially susceptible because: 1) it is an unconfined aquifer (interconnected with the surficial aquifer), 2) it is highly permeable, and 3) it is located in a densely populated area. Spillage or discharge may have a direct impact to the quality of the groundwater. The *Property* was located approximately 3.15 miles northeast of the nearest wellfield protection area when located on the Broward County Wellfield Protection Map dated January 2002. Refer to **Figure B3, Appendix B,** for the portion of the Broward County Wellfield Protection Map depicting the location of the *Property*.

SECTION 3.0
SITE RECONNAISSANCE

A site reconnaissance was conducted on May 19, 2003, by Ms. Audrey Courchesne of EE&G, during which an inspection of the *Property* was conducted, noting areas of potential environmental concern. EE&G was not able to access the interior of the vacant commercial building located at the *Property*. Refer to **Figure B1, Appendix B,** for a portion of the USGS topographic map depicting the location of the *Property.* Refer to **Figure B4, Appendix B,** for site sketches of the *Property* and adjoining properties. Refer to **Appendix C** for photographs taken during the site visit.

Physical Description of *Property*

Name of Property:	13 Lot Property
Address or Physical Location:	In the vicinity of NW 7th Terrace and NW 6th Street, extending from NW 7th Terrace to NW 8th Avenue along the south side of NW 6th Street to Lot 8, Block 15 and Lot 48, Block 15 in Fort Lauderdale, Florida (Refer to **Appendix A** for legal descriptions of location).
Section/Township/Range	Section 3, Township 50 South, Range 42 East
Description of Site:	A parcel of land consisting of 13 lots, excluding to lots within the boundaries of the parcel.
Description of Current Use:	The *Property* was vacant, except for a commercial building located at the east side of the *Property*, at 545 NW 7th Terrace and a billboard that was located near the corner of NW 8th Avenue and NW 6th Street. The commercial building was not in use at the current time.
Northern Adjoining Property:	NW 6th Street, beyond which was a medical center and a commercial building with an appliance store.
Southern Adjoining Property:	A vacant lot on the east side and a single-family residence to the west side.
Eastern Adjoining Property:	NW 7th Terrace, followed by vacant land.
Western Adjoining Property:	NW 8th Avenue, followed by two single-family residences and three vacant lots.

Summary of Site Reconnaissance Findings

Inspection Category	Evidence Observed
Hazardous Substances and Wastes	No
Mechanical/Hydraulic Lifts	No
Petroleum Products	No
Underground/Aboveground Storage Tanks	No
Hot Water System	No
Potential PCB-Containing Equipment	**Yes**
Solid Waste	**Yes**
Storm Water Drainage	**Yes**
Waste Water	No
Wells	No
Lint Trap	No
Pits, Ponds & Lagoons	No
Floor Drains	No
Sanitary Sewer/Septic System	**Yes**
Heating/Cooling System	No
Stains or Corrosion	No
Drains and Sumps	No
Stained Soil	No
Stressed Vegetation and Odors	No
Pools of Liquid	No
Oil/Water Separator/Grease Trap	No
Unidentified Structures	No
Drums or Containers	No

Potential PCB-Containing Equipment: Electrical transformers constructed before 1974 may contain PCBs. Two onsite pole-mounted transformers were observed in the easement, on the east side of the *Property*, north of the vacant commercial building. EE&G was unable to directly inspect the transformers, however, no signs of leaks or stains were observed in the vicinity of the transformers.

Solid Waste: The building at the *Property* was unoccupied so no solid waste was being generated at the site. Miscellaneous trash and debris was observed throughout the *Property*.

Storm Water Drainage: Stormwater drained through direct infiltration at unpaved areas of the *Property*.

Sanitary Sewer/Septic System: According to the City of Fort Lauderdale website (www.ci.fort-lauderdale.fl.us), the vacant commercial building located at the 545 NW 7th Terrace was connected to the sanitary sewer in approximately 1994.

SECTION 4.0
INTERVIEWS

A *Property* owner or person knowledgeable with the history and current operating practices of the facilities located at the Property was not made available to EE&G. Therefore, an interview was not completed for the *Property*.

SECTION 5.0
HISTORICAL REVIEW

The historical use of the *Property* and adjoining properties was reviewed using available city directories, Sanborn Fire Insurance Maps, and aerial photographs. To follow are the findings of the historical review.

5.1 CITY DIRECTORIES

City Directories are reference books published annually for most major metropolitan areas. These publications contain listings of businesses and landowners by address and name. The City Directories are useful in determining the historical use and/or occupant(s) of a given property. Polk's Fort Lauderdale City Directories and Bresser's Fort Lauderdale Cross-Index Directory were available at the Broward County Public Library for the years 1936 through 2001. EE&G reviewed City Directories for the years 1936-37, 1940-41, 1948-49, 1952-53, 1956-57, 1961, 1965, 1973, 1979, 1983, 1987, 1992, 1997, and 2002-03. Copies of the City Directories are presented in **Appendix D.** The findings are summarized in **Table 1**.

TABLE 1

SUMMARY OF CITY DIRECTORIES

YEAR	*PROPERTY*	NORTH PROPERTIES	SOUTH PROPERTIES	EAST PROPERTIES	WEST PROPERTIES
1936-37	Residences	Drennan's Cash Store	NL	NL	NL
1940-41	NC	NC	NL	NL	Residences
1948-49	NC	Drennan's Cash Store, **Auto Repair** (735 NW 6th St.)	Residences	Residences	NC
1952-53	NC	Drennan's Food Store, **Auto Repair** (731 NW 6th St.), Little Palace Lunches	NC	NC	NC
1956-57	NC	Drennan's Food Store, **Auto Body & Fender** (731 NW 6th St.)	NC	NC	NC
1961	NC	Used Furniture, **Auto Body & Fender** (731 NW 6th St.)	NC	NC	NC
1965	NC	Little Palace Restaurant, Used Clothing	NC	NC	NC
1973	NC	Little Palace Restaurant, **Jones' Appliances** (733 NW 6th St.), Miracle Revival Fellowship Center	NC	NC	NC
1979	NC	Little Palace Restaurant, **Jones' Appliance** (733 NW 6th St.)	NC	NC	NC
1983	Retirement Home, Residences, **BI-Ads Inc.** (545 NW 7th Ter.)	**Jones' Appliance** (733 NW 6th St.), Frederick's Catering & Deli	NL	NC	NC
1987	Retirement Home, Residences, **BI-Ads Inc./Prestige Printing/Westside Gazette** (545 NW 7th Ter.)	NC	NL	NC	NC
1992	**BI-Ads** (545 NW 7th Ter.), Residences	**Jones' Appliance** (733 NW 6th St.)	NL	NL	NC
1997	NC	Ft. Lauderdale Medical Providers, **Jones' Appliance** (733 NW 6th St.)	NL	NL	NC
2002	**BI-Ads** (545 NW 7th Ter.)	NC	NL	NL	NC

NL = Not listed in the City Directory.
NC = Signifies no significant change from the prior City Directory that was reviewed.
Bold = Signifies a property of potential environmental concern.

5.2 SANBORN FIRE INSURANCE MAPS

Sanborn Fire Insurance Maps are an additional source of historical use information available for most developed areas. The maps, used for insurance purposes, indicate structures by name, type of construction and address. EE&G contracted Environmental Data Resources, Inc. (EDR) to conduct a search for available Sanborn Fire Insurance Maps that include the *Property* and surrounding areas. Sanborn Maps were available for the *Property* and adjoining properties for the years 1928, 1950, and 1968. Refer to **Appendix E** for copies of available Sanborn maps. The findings are summarized in **Table 2**.

TABLE 2

SUMMARY OF SANBORN MAPS

YEAR	*PROPERTY*	NORTH PROPERTIES	SOUTH PROPERTIES	EAST PROPERTIES	WEST PROPERTIES
1928	Six dwellings & one flat	NA	Vacant	Vacant	Two dwellings
1950	Seven dwellings	NA	One dwelling	Three dwellings	Three dwellings
1968	Three dwellings	NA	One duplex	One dwelling	Two dwellings and one duplex

Bold = Signifies a property of potential environmental concern.
NA = Signifies a property for which no Sanborn maps were available.

In addition to the adjoining properties, the following facilities of concern were identified in the city directories for the surrounding properties.

- Filling Station, historically located at 703 NW 6th Street (approximately 200 feet east of the *Property*), was identified in the 1952-53, 1956-57, and 1961 city directories.

No files were available for review at the DPEP regarding the operation of these facilities. Facilities of this type most likely maintained USTs and/or produced regulated waste streams. Due to the lack of analytical data, these facilities pose a potential environmental concern to this parcel, and are considered RECs.

5.3 HISTORICAL AERIAL PHOTOGRAPHS

Government agencies or private entities often take aerial photographs annually or bi-annually. Review of these historic aerial photographs may provide information regarding land development and land use patterns at specified dates. Aerial photographs of Section 3, Township 50 South, Range 42 East were available at the Broward County Engineering Department. EE&G reviewed aerial photographs of the *Property* for the years 1963, 1967, 1971, 1976, 1980, 1984, 1990, 1995, and 2000. Aerial maps reviewed utilized a scale of approximately 1 inch equals 300-feet. Copies of the 1963, 1980, and 2000 aerial photographs are presented in **Appendix F**. The findings are summarized in **Table 3**.

TABLE 3

SUMMARY OF AERIAL PHOTOGRAPHS

YEAR	*PROPERTY*	NORTH PROPERTIES	SOUTH PROPERTIES	EAST PROPERTIES	WEST PROPERTIES
1963	One residential building on east side and five residential buildings on west side	Two commercial buildings	One residential building on west side and vacant on east side	Two residential buildings	Four residential buildings
1967	One residential building on east side and vacant on west side	NC	Residential building on west side and residential building on east side	NC	Five residential buildings
1971	Two residential buildings on east side and vacant on west side	NC	NC	NC	NC
1976	NC	NC	NC	Northern building razed, now one residential building	NC
1980	NC	NC	East side vacant and residential building on west side	NC	NC
1984	NC	NC	NC	NC	NC
1987	NC	NC	NC	NC	Four residential buildings
1990	NC	NC	NC	Vacant	NC
1995	NC	NC	NC	NC	Three residential buildings
2000	NC	NC	NC	NC	Two residential buildings

5.4 BUILDING PLAN REVIEW

A review of historical building plans and records was completed by EE&G on May 20, 2003 at the City of Fort Lauderdale Building Services Department, to identify locations of septic tanks and drainfields and . These records were reviewed for facilities except for residences, which are not considered to be RECs, even when connected to a septic system. The findings of the building plan review are summarized below. Refer to **Appendix G** for excerpts from the building plan review.

- A four unit apartment building was located at 549 NW 7th Terrace. Four water heaters were located inside the building. No sign of an underground storage tank (UST) was observed during the building plan review. The septic tank and drainfield were located at the south side of the property.

- A residence was located at 545 NW 7th Terrace. In 1982, a request for a change of zoning from residential to commercial (printing facility) was submitted. The location of the septic tank and drainfield was not observed during the building plan review.

- A duplex was located at 538 NW 8th Avenue. Two water heaters were located inside the building. The septic tank and drainfield were located at the south side of the property.

5.5 PRIOR ASSESSMENT USAGE

The client did not provide previous assessment reports concerning the *Property* to EE&G.

5.6 SUMMARY OF PAST USE OF THE PROPERTY

The *Property* was developed with residences prior to 1928. Residences occupied the *Property* until approximately 2001, when the last residence was razed. The residence located at 545 NW 7th Terrace was converted into a printing facility in approximately 1983. This facility was closed in approximately 2001 and the building has remained vacant since that time. At the time of site reconnaissance, the *Property* was vacant, except for a vacant commercial building located at 545 NW 7th Terrace.

5.7 SUMMARY OF PAST USE OF THE SURROUNDING PROPERTIES

North: The northern adjoining property was developed prior to 1936, with a commercial building. A second commercial building was constructed at the property in approximately 1948. These commercial buildings have remained at the property since development and have been occupied by various facilities, including a cash store, a food store, auto repair, used furniture, restaurant, appliance store, and a medical office.

- **South:** The southern adjoining property was developed with residences in approximately 1948. The western side of the property has been residential since its development. The eastern side of the property has been vacant since approximately 1980, when the residence was razed.

- **East:** The eastern adjoining property was developed with residences in approximately 1948. Residence occupied this property until approximately 1992. The eastern adjoining property has been vacant since that time.

- **West:** The western adjoining property was developed with residences prior to 1928 and has been occupied by residences since that time.

SECTION 6.0
ENVIRONMENTAL REGULATORY DATABASE AND RECORD REVIEW

EE&G contracted Environmental Data Resources (EDR) to conduct a search of database systems maintained by Environmental Protection Agency (EPA), the Florida Department of Environmental Protection (FDEP), and the Broward County Department of Planning and Environmental Protection (DPEP). These federal, state and local regulatory agency database systems maintain information concerning the storage, use and/or discharge of hazardous substances and/or petroleum products, compliance issues, environmental violations, and enforcement actions of reported sites. The following table summarizes the databases researched, their search criteria (based on the approximate minimum search distance recommended by ASTM Designation E 1527-00), and date information released by the Government. The databases definitions, and detailed research findings, are presented in the *May 8, 2003 EDR Radius Map Report*, which is provided in **Appendix H**. EE&G reviewed the following files at the DPEP on May 19, 2003.

Federal Database (EPA)	Search Radius from *Property*	Date Released by Government
National Priorities List (NPL)	1.0-Mile Radius	01/29/03
Corrective Action Report (CORRACTS)	1.0-Mile Radius	01/15/03
Comprehensive Environmental Response Compensation and Liability Information System (CERCLIS)	0.5-Mile Radius	03/19/03
CERCLIS-No Further Remedial Action Planned (NFRAP)	0.25-Mile Radius	03/19/03
Resources Conservation and Recovery Information System (RCRIS) for Large Quantity Generators (LQGs) and Small Quantity Generators (SQGs)	0.25-Mile Radius	09/09/02
Biennial Reporting System (BRS) for LQGs and Treatment, Storage, and Disposal (TSD) facilities	0.5-Mile Radius	12/31/99
Emergency Response Notification System (ERNS)	Limited to the *Property*	12/31/01
PCB Activity Database System (PADS)	Limited to the *Property*	12/12/02
Facility Index System/Facility Identification Initiative Program Summary Report (FINDS)	Limited to the *Property*	01/14/03
Hazardous Materials Information Reporting System (HMIRS)	Limited to the *Property*	11/30/02
Toxic Chemical Release System (TRIS)	Limited to the *Property*	12/31/00
Toxic Substance Control Act (TSCA)	Limited to the *Property*	12/31/98

State Database (FDEP)	Search Radius from *Property*	Date Released by Government
Florida's State-Funded Action Sites (FSAS) & State Hazardous Waste Sites (SHWS)	1.0-Mile Radius	03/10/03
Solid Waste Facilities/Landfill List (SWF/LF)	0.5-Mile Radius	01/07/03
Leaking Underground Storage Tank (LUST) & Petroleum Contamination Detail Report (PCT01)	0.5-Mile Radius	01/02/03
Florida's Registered USTs & ASTs	0.25-Mile Radius	01/02/03
Florida Cattle Vats	0.5-Mile Radius	05/01/94
Dry Cleaning Facilities (DRYCLN)	0.25-Mile Radius	01/02/03
Wastewater Facility Regulation Database	Limited to the *Property*	03/13/03
Local Database (DNRP)*	**Search Radius from *Property***	**Date Released by Government**
DNRP Underground Storage Tanks (USTs)	0.25-Mile Radius	12/01/02
DNRP Inventory Report on Contaminated Locations (EDIEAR)	0.5-Mile Radius	12/01/02
DNRP Hazardous Material Sites (HM)	0.25-Mile Radius	12/01/02
DNRP Notice of Violation Sites (NOV)	0.25-Mile Radius	12/01/02

*The DNRP is the former name of the Department of Planning and Environmental Protection (DPEP)

6.1 SUMMARY OF DATABASE RESEARCH FOR THE *PROPERTY*

Based on a review of the *EDR Radius Map Report* (see **Appendix H**), the *Property* was not identified on any of the environmental databases reviewed. However, a file was maintained at the DPEP for the Westside Gazette, located on 545 NW 7th Terrace served as a printing facility from approximately 1983 until 2001. This facility was reportedly connected to a septic tank until 1994. Waste generated at the facility included photographic waste and ink. An August 1995 inspection reported that waste ink was reused and photographic waste was removed by a waste hauler. A June 1996 inspection reported that blanket wash was utilized at the facility and was stored in a 55-gallon drum inside the building. Inspections completed in March and October 2001 observed that this facility was no longer in operation. Due to the fact this printing facility operated at the *Property* while connected to a septic tank, this facility is a REC.

6.2 SUMMARY OF DATABASE RESEARCH FOR SURROUNDING PROPERTIES

Due to the flat topography, relatively flat hydraulic gradient, and relatively high natural biodegradation/attenuation capabilities in South Florida, the potential for contaminants to migrate horizontally has been minimized. However, sites potentially contaminated with volatile organic halocarbons (VOHs), such as dry cleaners, are of significant concern due to the mobility of these constituents in the groundwater. Thus, sites greater than one-sixteenth of a mile (330 feet) from the *Property* were not considered a significant environmental threat, unless chlorinated solvent contamination was suspected.

Based on a review of the *EDR Radius Map Report* (see **Appendix H**), six surrounding facilities were identified within the search distances, which could pose potential environmental concern to the *Property*.

- **Pro Parts / JD International**, located at 645 NW 7th Terrace (approximately 180 feet north of the *Property*) was identified on the AST database. This facility began operation at the property in May 1999. This facility served as a used automotive parts dealer. Wastes generated at the facility included waste oil, gasoline, and oily rags. An inspection in May 2001 observed that hazardous materials were no longer stored at the property. No violations were reportedly observed for this facility. Due to the lack of violations reported by the DPEP, this facility does not appear to pose a significant environmental concern to the *Property*.

- **Daly's Towing**, located at 645 NW 7th Terrace (approximately 180 feet north of the *Property*) operated at this facility from at least March 1988 until May 1999. One 550-gallon AST with secondary containment was located outside for the storage of diesel fuel and one 550-gallon AST was located inside the building for the storage of waste oil. In September 1994, a warning notice was issued for improper storage of three 55-gallon drums of waste oil. In May 1999, this business moved from the property and removed the 550-gallon AST located outside to store diesel fuel. No discharges were reported at the facility. Due to the lack of reported discharges, this facility does not appear to pose a significant environmental concern to the *Property*.

- **Broward County Board of County Commissioners Site,** located at NW 7th Avenue & NW 6th Street (approximately 190 feet from the *Property*), was identified on the UST and LUST databases. In September 1990 during the removal of the 550-gallon UST utilized for the storage of vehicular fuels from the property, petroleum impacted soil and groundwater was observed in the excavation. No records of remedial activities were observed in the file following the tank removal. In August 1992, a discharge reporting form was completed for a discharge of kerosene during road improvements. In July 1999, this property was issued a petroleum cleanup score of 10. No records of remedial activities were reported for this property following the discharge. Due to the distance from the *Property* and the small quantity of fuel stored at the facility, this facility is not considered to be a REC.

- **Moses Car Care**, located at 605 NW 7th Avenue (approximately 200 feet northeast of the *Property*), was identified on the UST, EDIEAR and LUST databases. In May 1987 three 10,000-gallon USTs were removed from the property, during which a fuel spill occurred. Groundwater samples collected from the vicinity of the excavation in May 1987. Concentrations of Benzene, Ethyl Benzene, and Xylene were above Groundwater Cleanup Target Levels (GCTLs). In January 1988, this facility was placed into the Early Detection Incentive (EDI) program. No remedial activities were reported for this facility. Due to the lack of remedial activities and analytical data, this facility is a REC.

- **Texaco**, located at 825 NW 6th Street (approximately 225 feet northwest of the *Property*) was identified on the LUST, UST, and EDIEAR databases. The file indicated that this property served as a service station for approximately 27 years from 1957-1983. In November 1988, this facility was determined by the FDER to be eligible for the State cleanup portion of the Early Detection Incentive Program (EDI). Two 3,000-gallon USTs utilized for the storage of unleaded gasoline, one 3,000-gallon UST utilized for the storage of leaded gasoline, one 2,000-gallon UST utilized for the storage of diesel fuel, and one 550-gallon UST for the storage of waste oil were removed from the property in December 1989. This facility was connected to a septic tank. No groundwater or soil analytical data was observed during the file review to document subsurface conditions. Due to the lack of analytical data to assess subsurface conditions, this facility could pose a potential environmental concern to the *Property*, and is a REC.

- **Gemini Auto Service**, located at 617 NW 7th Avenue (approximately 300 feet northeast of the *Property*), was identified on the HM database. This facility served as an automotive repair facility. According to an August 1999 inspection, waste generated at this facility included oil and parts cleaner. In July 2002, a 55-gallon drum for the storage of used oil was observed to be stored outside, without secondary containment. A reinspection in November 2002, this drum was observed to be moved into the building at the facility. This facility was connected to a septic tank. Due to the small quantity of hazardous materials and petroleum products utilized at the facility and the distance from the Property, this facility is not considered to be a REC.

6.3 ORPHAN SITES

Orphan sites are facilities that have been identified on the *EDR Radius Map Report*; however, due to poor or inadequate address information, the facilities could not be mapped by EDR with relation to the *Property*. A total of 41 orphan sites were identified on *the EDR Radius Map Report* (refer to **Appendix H**), and EE&G attempted to further assess these facilities. However, due to their apparent distances from the *Property*, these facilities do not appear to be RECs.

SECTION 7.0
FINDINGS & OPINIONS

Upon the completion of this Phase I Environmental Site Assessment, EE&G identified the following conditions in connection with the *Property*.

- The Property was first developed with residences prior to 1928.
- According to the City of Ft. Lauderdale website (www.ci.fort-lauderdale.fl.us), the building at 545 NW 7th Terrace of the *Property* was connected to the sanitary sewer in approximately 1994.
- A printing facility occupied the Property at 545 NW 7th Terrace from approximately 1983 until 2001. This facility was connected to a septic tank until approximately 1994. Hazardous wastes generated during printing may have been discharged to the onsite septic system. Due to the fact this printing facility operated at the *Property* while connected to a septic tank, this facility is a REC.
- Surrounding properties have historically been utilized as residential and commercial facilities, including but not limited to: restaurants, a medical center, an auto repair facility, a food store, a furniture store, and an appliance store.
- Pro Parts / JD International, located at 645 NW 7th Terrace (approximately 180 feet north of the *Property*), served as a used automotive parts dealer. This facility opened at the property in May 1999. Wastes generated at the facility included waste oil, gasoline, and oily rags. No violations were reportedly observed for this facility. This facility does not appear to pose a significant environmental concern to the *Property*.
- Daly's Towing, located at 645 NW 7th Terrace (approximately 180 feet north of the *Property*), operated at this facility from at least March 1988 until May 1999. One 550-gallon AST within secondary containment was located outside for the storage of diesel fuel and one 550-gallon AST was located inside the building for the storage of waste oil. No discharges were reported at the facility. This facility does not appear to pose a significant environmental concern to the *Property*.
- Broward County Board of County Commissioners Site, located at NW 7th Avenue & NW 6th Street (approximately 190 feet northeast of the *Property*), had a 550-gallon UST removed from the in September 1990. Petroleum impacted soil and groundwater was observed in the excavation. In August 1992, a discharge reporting form was completed for a discharge of kerosene during road improvements. No records of remedial activities were reported for this property. This facility does not appear to pose a significant environmental concern to the *Property*.

- Moses Car Care, located at 605 NW 7th Avenue (approximately 200 feet northeast of the *Property*), had three 10,000-gallon USTs removed in May 1987, during which a fuel spill occurred. In January 1988, this facility was placed into the Early Detection Incentive (EDI) program. No remedial activities were reported for this facility. This facility is a REC.

- Texaco, located at 825 NW 6th Street (approximately 225 feet northwest of the *Property*),, operated as a service station for approximately 27 years from 1957-1983. In November 1988, this facility was determined by the FDER to be eligible for State cleanup portion of the Early Detection Incentive Program (EDI). Two 3,000-gallon USTs utilized for the storage of unleaded gasoline, one 3,000-gallon UST utilized for the storage of leaded gasoline, one 2,000-gallon UST utilized for the storage of diesel fuel, and one 550-gallon UST for the storage of waste oil were removed from the property in December 1989. This facility was connected to a septic tank. No groundwater or soil analytical data was observed during the file review to document subsurface conditions. This facility is a REC.

- Gemini Auto Service, located at 617 NW 7th Avenue (approximately 300 feet northeast of the *Property*), operated as an automotive repair facility. According to an August 1999 inspection, waste generated at this facility included oil and parts cleaner. This facility was connected to a septic tank. This facility does not appear to pose a significant environmental concern to the *Property*.

- The following facilities of concern were identified in the city directories for the surrounding properties.

  - Filling Station, historically located at 703 NW 6th Street (approximately 200 feet east of the Property), was identified in the 1952-53, 1956-57, and 1961 city directories.

No files were available for review at the DPEP regarding the operation of these facilities. Facilities of this type most likely maintained USTs and/or produced regulated waste streams. Due to the lack of analytical data, these facilities could pose a potential environmental concern to this parcel, and are considered RECs.

SECTION 8.0
CONCLUSIONS

EE&G has performed a Phase I Environmental Site Assessment in conformance with the scope and limitations of ASTM Practice Designation E 1527-00 for the property located in the vicinity of NW 7th Terrace and NW 6th Street, extending from NW 7th Terrace to NW 8th Avenue along the south side of NW 6th Street to Lot 8, Block 15 and Lot 48, Block 15 in Fort at NW 7 Terrace to NW 8th Avenue along the south side of NW 6th Street to Lot 8, Block 15 and Lot 48, Block 15 in Fort Lauderdale, Florida (Refer to **Appendix A** for legal descriptions of location.)Exceptions to, or deletions from, this assessment are described in Sections 1.3, 1.4, and 1.5 of this report. This Phase I ESA has identified no RECs in connection with the *Property*, except for the following.

- A printing facility formerly occupied the Property at 545 NW 7th Terrace and was connected to a septic system.
- Moses Car Care, located at 605 NW 7th Avenue, maintained three 10,000-gallon USTs and no analytical data was observed for the facility.
- Texaco, located at 825 NW 6th Street, operated as a service station for approximately 27 years from 1957-1983 and no analytical data was observed for the facility.
- The following facilities of concern were identified in the city directories for the surrounding properties.
  - Filling Station, historically located at 703 NW 6th Street (approximately 200 feet east of the Property), was identified in the 1952-53, 1956-57, and 1961 city directories.

  No files were available for review at the DPEP regarding the operation of these facilities. Facilities of this type most likely maintained USTs and/or produced regulated waste streams. Due to the lack of analytical data, these facilities could pose a potential environmental concern to this parcel, and are considered RECs.

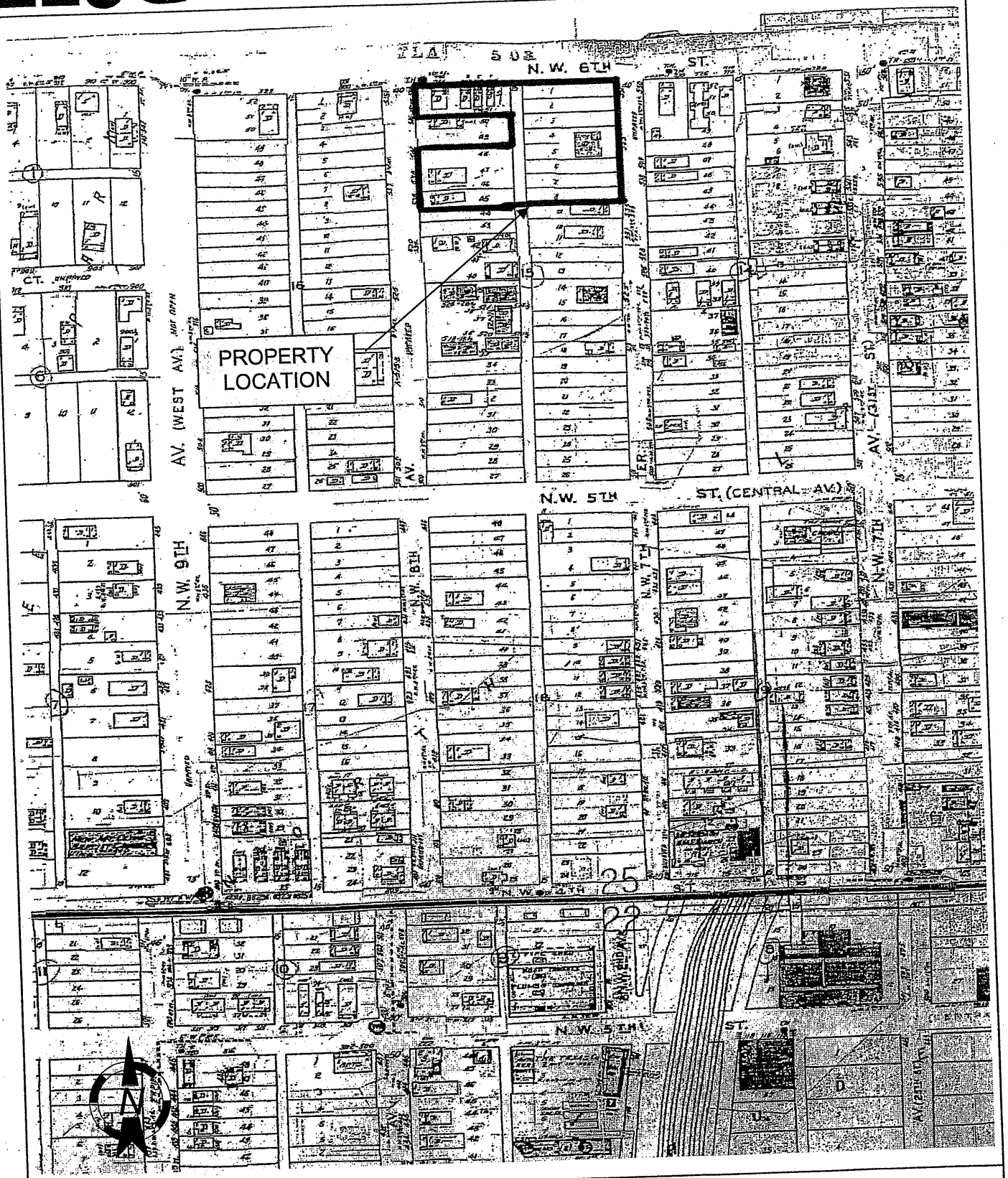
SECTION 9.0
RECOMMENDATIONS

EE&G recommends that further assessment be conducted at 545 NW 7th Terrace of the *Property* to assess for impacts to the subsurface from potential discharges to the onsite septic system and at the north side of the *Property* to assess for potential impacts from off-site facilities.

APPENDIX B

PROPERTY LOCATION AND SITE MAPS

EE&G
Evans Environmental & Geosciences – 14505 Commerce Way, Suite 400, Miami Lakes, Florida 33016
305-374-8300 Phone 305-374-9004 Fax



13 LOT PROPERTY
NW 7TH TER. & NW 6TH ST.
FT.LAUDERDALE, FLORIDA
Project #: 2003-1359

1950 SANBORN

FIGURE F2

April 10, 2003

Mr. Steven A. Harrison, P.G., Sr. Technical Advisor
Evans Environmental & Geosciences
14505 Commerce Way, Suite 400
Miami Lakes, Florida 33016

RE: PHASE ONE ENVIRONMENTAL SURVEY

Dear Mr. Harrison:

Please prepare a price proposal for a Phase I Environmental Survey report. The survey should be a single report that will encompass fourteen lots with six owners. The acquisition is on the south side of NW 6 Street, and you have been provided with a map identifying all lots listed below. Property owners and abridged legal descriptions are listed on following table:

Parcel No.	Legal Description Lot/Block	Parcel Location	Owner Name
2-1	North Lauderdale 1-48D 1/15	SW corner of NW 7th Terrace & NW 6th Street	Drennan Properties
2-2	North Lauderdale 1-48D 2 & 3/15	16' S of the SW corner of NW 7th Terrace & NW 6th Street	Chase Manhatten Mtge.
2-3	North Lauderdale 1-48D 4& 5/15	545 NW 7 Terrace	Bi-Ads & West Gazette
2-4	North Lauderdale 1-48D 6, 7 & 8/15	100' S of the SW corner of NW 7th Terrace & NW 6th Street	Rappaport, Ada
2-5	North Lauderdale 1-48D 51 & 52/15	SE corner of NW 8th Avenue & NW 6th Street (Outdoor Advertising Billboard on site)	Ford, Samuel & Jerutha
2-6	North Lauderdale 1-48D 45–48/15	80' S of the SE corner of NW 8th Avenue & NW 6th Street	White Mary f/k/aYoung, Mary

This project is a priority of the CRA. Please provide a time frame for completion of the report within your proposal. If you have any questions please call me at (954) 522-6226, extension 177.

Sincerely,

THE URBAN GROUP, INC.

Barry S. Lazarus
Project Manager

The Urban Group, Inc. • 1424 South Andrews Avenue • Suite 200 • Fort Lauderdale, Florida 33316
TELEPHONE 954-522-6226 • FAX 954-522-6422

FARRINGTON

Sphere Environmental Services, LLC

PHASE I ENVIRONMENTAL SITE ASSESSMENT

OF

VACANT PROPERTY
SE CORNER of NW 8th AVENUE & SISTRUCK BLVD.
FORT LAUDERDALE, BROWARD COUNTY, FLORIDA

OCTOBER 16, 2006

Submitted to:
City of Fort Lauderdale
Community Redevelopment Agency
101 NE Third Avenue, Suite 300
Fort Lauderdale, Florida 33301

Submitted by:

Sphere Environmental Services, LLC.
10001 NW 50th Street, Suite 110
Sunrise, Florida 33351

Phase I Environmental Site Assessment

SE Corner NW 8th Ave/Sistrunk Blvd.
Project: 2006-1006

ENVIRONMENTAL PROFESSIONAL CERTIFICATION

This Phase I ESA of the subject property located at the southeast corner of NW 8th Avenue & Sistrunk Blvd., Fort Lauderdale, Florida has been prepared in accordance with the Professional Services Agreement between Sphere and The City of Fort Lauderdale, Community Redevelopment Agency dated September 21, 2006..

We declare that, to the best of our professional knowledge and belief, we meet the definition of Environmental Professionals as defined in §312.10 of 40 CFR 312.

We have the specific qualifications based on education, training and experience to assess a property of the nature, history and setting of the subject property. We have developed and performed the all appropriate inquiries in conformance with the standards and practices set forth in 40 CFR Part 312.

Susan R. Kuzia
Senior Project Manager

Steven A. Harrison, P.G.
Director, Environmental Services

10/16/06
Date

EXECUTIVE SUMMARY

Sphere Environmental Services, LLC. (Sphere) has completed the Phase I Environmental Site Assessment (ESA) on behalf of The City of Fort Lauderdale, Community Redevelopment Agency (User), for the property located at the southeast corner of NW 8th Avenue & Sistrunk Blvd., Fort Lauderdale, Florida (Subject Property). The Phase I ESA was completed in conformance with the scope and limitations of *ASTM Standard Practice E1527-05* and the All Appropriate Inquiry (AAI) Final Rule (40 Code of Federal Register (CFR) Part 312. AAI provided the requirements for conducting the "all appropriate inquiry into the previous ownership and uses of the property consistent with good commercial or customary practice " as defined in CERCLA (Comprehensive Environmental Response, Compensation and Liability Act of 1980) , 42 USC § 9601 (35) (B), that will qualify a party to a commercial real estate transaction for one of threshold criteria for satisfying the Landowner Liability Protections (LLPs) to CERCLA liability (42 USC §9601(35)(A) & (B), § 9607 (b)(3), §SS9607(q); and § 9607(r)), assuming compliance with other elements of the defense". Any exceptions to, or deletions from, this practice are described in Section 1.0 of this report.

The Phase I ESA was completed in accordance with the agreed upon scope of services as detailed in the Professional Services Agreement between the City of Fort Lauderdale and Sphere dated September 21, 2006.

PURPOSE

The Phase I ESA was performed to assess for the potential presence of recognized environmental conditions (RECs) that may have resulted from the usage of regulated substances at the subject property or surrounding properties. ASTM E1527-05 incorporated the requirements of AAI to enable the User to fulfill one (1) of the requirements of the Superfund Law, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), to qualify for the "innocent landowner" defense set forth at 42 U.S.C. § 9601(35)(B). The standard fulfills the practice of "appropriate inquiry into the previous ownership and uses of property consistent with good commercial or customary practice", as required by the Superfund law. While AAI is limited to hazardous substances, ASTM 1527-05 incorporates petroleum products into the scope of services as commercial transactions are often faced with potential liabilities resulting from the use, storage, disposal, or release of petroleum products. Current practice does not require an exhaustive search for existing or potential sources of contamination; rather, the standard requires a search of readily accessible information within a reasonable time at a reasonable cost to identify recognized environmental conditions. This assessment fulfills these requirements.

CONCLUSIONS

Sphere has performed a Phase I Environmental Site Assessment in conformance with the scope and limitations of ASTM Practice E1527-05 of the vacant parcel located the southeast corner of NW 8th Avenue & Sistrunk Blvd., Fort Lauderdale, Broward County, Florida, the subject property. Any exceptions to, or deletions from, this practice are described in Sections 1.5 and 10.0 of this report. This assessment has revealed no evidence of recognized environmental conditions in connection with the subject property, except for the following:

On-Site Sources of Potential Concern:

Hazardous substances:	Not Observed or Reported
Petroleum products:	Not Observed or Reported
PCBs:	Not Observed or Reported

Off-Site Sources of Potential Concern:

Hazardous substances:	Not Observed or Reported
Petroleum products:	Reported [1]

There were no additional services provided as part of this Phase I ESA in accordance with ASTM E1527-05.

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1 Several facilities to the northeast and northwest reported petroleum impacts to the soil and groundwater in association with underground storage tank systems. These facilities are enrolled in the Early Detection Incentive Program or the Abandoned Tank Restoration Program with the State of Florida and no information regarding assessment or remediation was available in the accessible regulatory files for review. .

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1.0 INTRODUCTION

Sphere Environmental Services, LLC. (Sphere) was contracted by The City of Fort Lauderdale, Community Redevelopment Agency (the User) to conduct a Phase I Environmental Site Assessment (ESA) of the vacant property located at the SE corner of NW 8th Avenue & Sistrunk Blvd., Fort Lauderdale, Florida, hereafter referred to as the "subject property". This assessment was performed in conjunction with a pending commercial property transaction in accordance with the All Appropriate Inquiry rule (40CFR Part 312) and the Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process (Phase I ESA) as prepared by the American Society for Testing and Materials and given the designation E1527-05.

1.1 PURPOSE

The Phase I ESA was conducted to assess the subject property for the potential presence of recognized environmental conditions (RECs) with respect to hazardous substances (as defined within Comprehensive Environmental Response, Compensation and Liability Act (CERCLA)) and petroleum products (as defined in ASTM 1527-05) that may have resulted from current or historical operations at the subject property or surrounding properties. This Phase I ESA was prepared to meet the requirements of the *All Appropriate Inquiry* (AAI) rule (40 CFR Part 312) that becomes effective November 1, 2006. It is critical that the Phase I ESA be conducted in accordance with AAI as the information required by the AAI is necessary for the User to qualify for one of the three Landowner Liability Protections, or LLPs: "innocent landowner", "contiguous property owner", or "bona fide prospective purchaser" against CERCLA liability, as set forth at 42 U.S.C. § 9601(35)(B) with respect to the range of contaminants within the scope of CERCLA and its amendments, the Superfund Amendments and Reauthorization Act of 1986 (SARA), the Asset Conservation, Lender Liability, and Deposit Insurance Protection Act of 1996, and the Small Business Liability Relief and Brownfields Revitalization Act of 2001.

ASTM E1527-05 provides a standardized methodology for performing Phase I ESAs that fulfills the practice of "all appropriate inquiry into the previous ownership and uses of property consistent with good commercial or customary practice", as required by CERCLA. Current practice does not require an exhaustive search for existing or potential sources of contamination; rather, the standard requires a search of readily accessible information within a reasonable time at a reasonable cost to identify recognized environmental conditions. The term *recognized environmental conditions* (RECs) is defined within ASTM 1527 -05 as "the presence or likely presence of any hazardous substances or petroleum products on a property under conditions that indicate an existing release, a past release, or a material threat of a release of any hazardous substances or petroleum products into structures on the property or into the ground, groundwater, or surface water of the property. The term includes hazardous substances or petroleum products even under conditions in

compliance with laws. The term is not intended to include *de minimis* conditions that generally do not present a threat to human health or the environment and that generally would not be the subject of an enforcement action if brought to the attention of appropriate governmental agencies. Conditions determined to be *de minimis* are not RECs". This assessment fulfills these requirements.

1.2 DETAILED SCOPE OF SERVICES

The following scope of services was developed and agreed to between The City of Fort Lauderdale, Community Redevelopment Agency and Sphere in the Professional Services Agreement dated September 21, 2006, a copy if which is included in **Appendix A**, to complete the Phase I ESA:

- Review and evaluation of information provided by the User, to include, at a minimum, the following:
  - title and judicial records citing if environmental liens or activity and use limitations (AULs) exist for the subject property.
  - specialized knowledge or experience of the User relative to the existence or likely existence of RECs at the subject property.
  - reasons for a significantly lowered purchase price relative to existing or potentially existing RECs at the subject property.
  - common or actual knowledge or information material to RECs at the subject property.
  - the reason for performing a Phase I Environmental Site Assessment.
- Walkthrough inspection of the property to the extent visually and/or physically possible for visual evidence of potential RECs to include, at a minimum, the following:
  - petroleum usage and underground and aboveground storage tanks.
  - evidence of environmental concerns such as chemical spills, poor housekeeping practices and/or visible soil contamination.
  - existing or potential soil and groundwater contamination, as evidenced by soil or pavement staining or discoloration, stressed vegetation.
  - indications of current or historical waste dumping or burial, pits, ponds, or lagoons.
  - indications of current or historical storage and/or usage of hazardous substances or petroleum products.

- Waste chemical storage area.
- electrical and hydraulic equipment that may or may not contain polychlorinated biphenyls (PCBs), such as electrical transformers, elevators, and hydraulic hoists

- Review of pertinent records for information documenting historical and present use of the subject and adjoining properties. An investigation of historical use of the site by examining a sufficient number of locally available sources to enable the preparer to develop an understanding of historical and current site usage which could lead to the identification of RECs. The sources may include the following:
  - Aerial photographs
  - City Directories
  - Fire Insurance maps
  - Historical topographic maps
  - Recorded Land and Title records
  - Property Tax Files
  - Building Department Records
  - Zoning and Land Use Records
  - Other Sources (i.e. Newspapers, maps, internet sites, historical societies, etc.)
- Review of information available on general geology and topography of the subject property, local groundwater conditions, sources of water, power, and sewer, and proximity to ecologically sensitive receptors, such as streams, that might be impacted by recognized environmental conditions and environmental issues.
- Review of environmental records available from the subject property owner or site contact including regulatory agency reports, permits, registrations, and consultants' reports for evidence of recognized environmental conditions.
- Visual assessment of adjacent properties for evidence of potential offsite environmental conditions that may affect the subject property.
- Review federal, state, and local (when available) environmental regulatory agency records, as compiled by a commercial database service, to identify facilities, including off-site properties, within ASTM-specified search distances from the subject property which have the potential to be of concern to the subject property.
- Review regulatory files for pertinent facilities.
- Interviews with key site personnel, as available, regarding current and previous uses of the property, particularly activities involving hazardous substances and petroleum products.

- Interviews with current and past owners, occupants, adjacent property owners or occupants as well as local government officials

- Interpretation of information gathered during the performance of the Phase I ESA and presentation of findings with sufficient supporting documentation in a Phase I ESA report developed for the User. Data failures are identified to show where additional research is required, as appropriate to the findings.

- The report will clearly conclude if RECs were identified or not. Recommendations for further assessment are not included unless specifically requested by the User.

1.3 SIGNIFICANT ASSUMPTIONS

Information regarding the subject property was reasonably ascertainable and therefore, no significant assumptions have been made, unless otherwise noted in a specific section of this report.

1.4 LIMITATIONS & EXCEPTIONS OF ASSESSMENT

This Phase I ESA is not intended to be an exhaustive investigation for specific contamination at the subject property, but is intended to provide an understanding of the current environmental conditions at the subject property that may have resulted from activities conducted at the subject and adjoining properties. The Phase I ESA does not assess for, and does not have a mechanism to assess for, the potential of on-site environmental impairment from future use or release of hazardous or petroleum-based substances on-site or at adjoining properties. Sphere's interpretations and conclusions regarding this information and presented in this report are based on the expertise and experience of Sphere's environmental professionals in conducting similar assessments and their knowledge of current local, State and Federal regulations and standards. Additionally, if potentially environmentally significant information becomes available subsequent to the submittal of this report, Sphere reserves the right to amend the conclusions presented herein. The conclusions are not applicable to changes occurring after the investigation has been completed and of which Sphere is not aware and cannot evaluate.

In evaluating the subject property, Sphere has also relied upon representations and information furnished by individuals noted in Section 12.0 with respect to existing operations and property conditions and the historic uses of the property to the extent that the information obtained has not been contradicted by data obtained from other sources. Accordingly, Sphere accepts no responsibility for any deficiency, misstatements or inaccuracy contained in this report as a result of misstatements, omissions, misrepresentations, or fraudulent information provided by the persons interviewed or documents reviewed.

Sphere's objective is to perform our work with care, exercising the customary thoroughness and competence of environmental consulting professionals, in accordance with the standard for professional services at the time these services are provided. No opinion regarding environmental conditions in areas that were not inspected can be formed. It is important to recognize that even the most comprehensive scope of services may fail to detect environmental conditions and potential liability at a particular site. Therefore, Sphere cannot act as insurers and cannot certify that a site is free of environmental impacts, and no expressed or implied representation or warranty is included or intended in this report except that the work was performed within the limits prescribed with the customary thoroughness and competence of our profession.

The passage of time, manifestation of latent conditions, or occurrence of future events may require further exploration at the subject property, analysis of the data, and reevaluation of the findings, observations, conclusions, and recommendations expressed in the report.

The findings, observations, conclusions, and recommendations expressed by Sphere in this report are limited by the scope of services and should not be considered an opinion concerning the compliance of any past or current owner or operator of the subject property with any federal, state, or local law or regulation. No warranty or guarantee, whether express or implied is made with respect to the data reported or findings, observations, conclusions, and recommendations expressed in this report.

1.5 LIMITING CONDITIONS AND METHODOLOGY USED

For the Phase I ESA, Sphere performed the primary tasks in accordance with the standard adopted by the American Society for Testing and Materials, ASTM E1527-05, as outlined in Section 1.2.

There were no limiting conditions to the completion of the Phase I ESA except as detailed within the body of the report.

Excluded from said contract are any studies of endangered species, wetland delineation, lead-based paint, lead in drinking water, asbestos, and radon.

1.6 USER RELIANCE

This report was prepared solely for the use of The City of Fort Lauderdale, Community Redevelopment Agency. No reproduction, either in whole or in part, is authorized to any third party without the express written permission of Sphere and The City of Fort Lauderdale, Community Redevelopment Agency The Phase I ESA is a complete report that develops findings and conclusions based on interpretation of information presented throughout the report and as such, Sphere does not warrant segregated portions of the report.

2.0 USER PROVIDED INFORMATION

This section summarizes the information provided by the User that may assist in identifying RECs in connection with the subject property. The User was provided with a Phase I ESA User Form prior to the initiation of this project to facilitate the gathering of information that may be materially significant to identifying RECs A copy of the User Form and any other pertinent information provided is included in **Appendix B**. A review of the information provided follows:

2.1 SITE OPERATIONS

This section presents information that the User has provided regarding the current operations at the subject property. This information is useful to the environmental professional to assist them in understanding the site specific conditions and operations that may be present.

The subject property was identified by the User as vacant commercial property.

2.2 REASON FOR PERFORMING PHASE I ESA

The User shall make known to the environmental professional the reason why the User wants to have the Phase I Environmental Site Assessment performed or, if the User does not identify the purpose of the Phase I Environmental Site Assessment, the environmental professional shall assume the purpose is to qualify for an LLP to CERCLA liability and so state.

The User stated that the Phase I ESA was requested to provide the environmental due diligence for the Subject Property.

2.3 CHAIN OF TITLE AND JUDICIAL RECORDS

Reasonably ascertainable recorded land title records and lien records that are filed under federal, tribal, state or local law should be reviewed to identify environmental liens or activity and use limitations, if any, that are currently recorded against the property.

No information was provided by the User at the time of completion of the Report.

2.4 SPECIALIZED KNOWLEDGE OR EXPERIENCE OF THE USER

If the User is aware of any specialized knowledge or experience that is material to recognized environmental conditions in connection with the property, it is the User's responsibility to communicate any information based on such specialized knowledge or experience to the environmental professional.

The User stated that they were unaware of any specialized knowledge or experience relative to the condition of the Subject Property.

2.5 ACTUAL KNOWLEDGE OF THE USER

If the User has any actual knowledge of any environmental lien or AULs encumbering the property or in connection with the property, it is the User's responsibility to communicate such information to the environmental professional.

The User was not aware of any environmental liens or AULs associated with the subject property.

2.6 REASON FOR A SIGNIFICANTLY LOWERED PURCHASE PRICE

In a transaction involving the purchase of a parcel of commercial real estate, the User shall consider the relationship of the purchase price of the property to the fair market value of the property if the property was not affected by hazardous substances or petroleum products.

The purchase price of the subject property was considered by the User to be in line with market value and not subject to a reduced purchase price.

2.7 COMMONLY KNOWN OR REASONABLY ASCERTAINABLE INFORMATION

If the User is aware of any commonly known or reasonable ascertainable information within the local community about the property that is material to recognized environmental conditions in connection with the property, it is the User's responsibility to communicate such information to the environmental professional.

The User was unaware of any information material to the existence of recognized environmental conditions at the Subject Property.

3.0 SITE DESCRIPTION

The property inspection was conducted by Susan Kuzia, an Environmental Professional with Sphere, on September 26, 2006 at 10:30 am. Weather conditions at the time of the inspection were sunny with a temperature of approximately 89° F.

3.1 LOCATION AND GENERAL ENVIRONMENTAL SETTING

The subject property is known as a vacant lot located at the southeast corner of NW 8th Avenue and Sistrunk Blvd., Fort Lauderdale, Broward County, Florida, Township 50, Range 42, Section 3. According to the Fort Lauderdale North, Florida Quadrangle, United States Geological Survey (USGS) 7.5 Minute Topographic Map, the subject property was located in an area characterized by relatively flat topography, with an elevation of approximately 0 - 5 feet above mean sea level. The USGS Topographic Map depicting the location of the subject property is included as **Figure 3.1**.

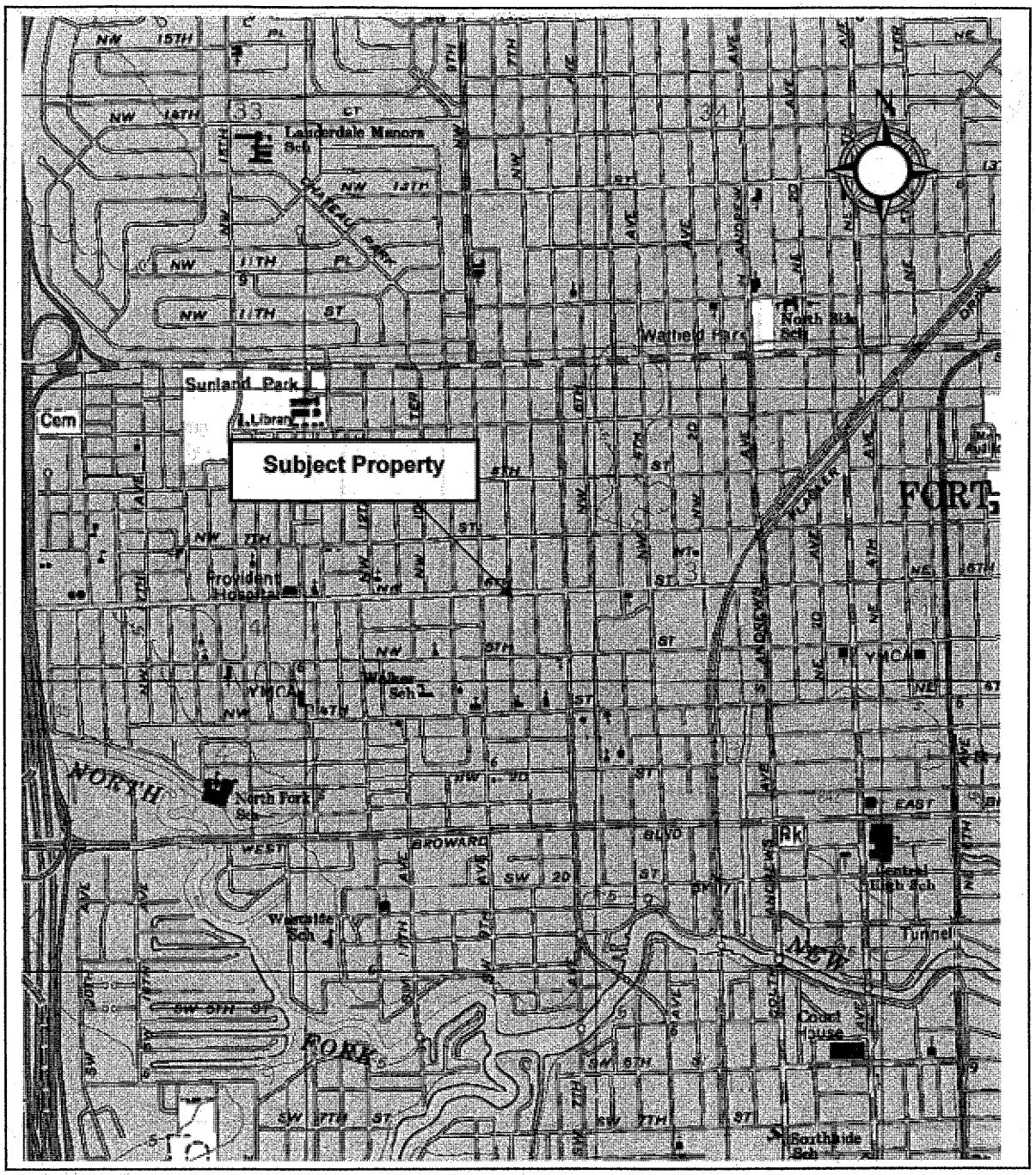
The subject property is located along the south side of Sistrunk Boulevard, just east of NW 8th Avenue. The subject property contains one lot measuring approximately 1,348 square feet of land. The subject property is bordered to the north by Sistrunk Boulevard followed by vacant land, a medical center and small commercial facilities, to the east by vacant land and residential properties along NW 7th Terrace, to the west by NW 8th Avenue followed by residential properties, and to the south by vacant land and residential properties. A map showing the subject property and the adjacent properties is included as **Figure 3.2.**

3.1.1 Environmental Land Use Restrictions

According to the Broward County Wellfield Map provided by the Broward County Environmental Protection Department (BCEPD), the subject property is not located within the cone of influence of any known municipal wellfield and is, therefore, not subject to the stringent environmental land use restrictions associated with such areas. The subject property is located approximately two miles northeast of the nearest wellfield protection area. Zoning of this area is

3.1.2 Site Hydrogeology

The subject property is underlain by the Biscayne Aquifer, the sole source of drinking water for Broward County. The Biscayne Aquifer is a highly transmissive, surficial aquifer composed predominantly of limestone and unconsolidated sands and silts. Regionally, groundwater in the Biscayne Aquifer flows in a southeasterly direction, although local conditions, including rainfall, tidal cycles, pumping from private wells, can alter this trend. No site specific groundwater data was available for general groundwater flow direction beneath the site.

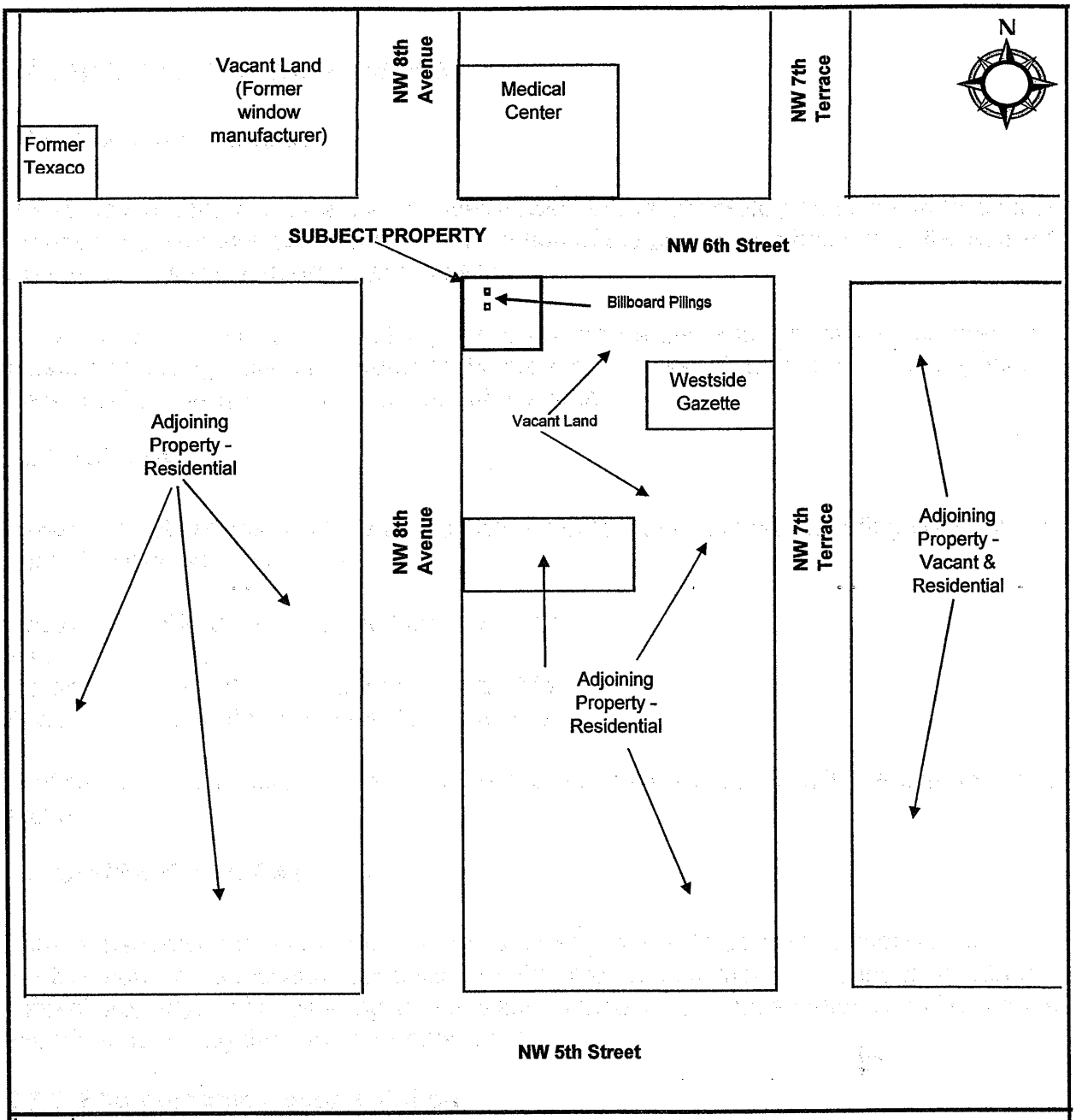


Sphere Environmental Services, LLC
10001 NW 50th Street, Suite 110
Sunrise, Florida 33351

Sphere Environmental Services, LLC

Figure 3.1 - Site Location Map

Vacant Property
SE Corner of NW 8th Avenue/Sistrunk Blvd.
Fort Lauderdale, Broward County, Florida
Source: USGS Ft. Laud. N. Quadrangle
Project # 2006-1006



Sphere Environmental Services, LLC
10001 NW 50th Street, Suite 110
Sunrise, Florida 33351

Sphere Environmental Services, LLC

Figure 3.2 - Site Map

Vacant Property
SE Corner of NW 8th Avenue & Sistrunk Blvd.
Fort Lauderdale, Broward County, Florida

Project #: 2006-1006

3.2 PHYSICAL CHARACTERISTICS

3.2.1 Site Improvements

The subject property is currently an undeveloped lot with concrete pilings, the remnants of a former billboard sign within the central portion of the parcel. The balance of the subject property is covered with grass and weeds.

There were no driveway or parking areas on the parcel, and stormwater entered the subsurface through direct infiltration to the ground. Access points for ingress and egress to the subject property were non-existent at this time.

3.2.2 Utilities

Based upon observations at the time of the subject property inspection, utility connections were identified as the following:

Electric:	Florida Power and Light available
Gas:	N/A
Water:	City of Fort Lauderdale available
Sewer:	City of Fort Lauderdale available

Verification of these utility connections, as appropriate, is discussed in the Records Review section.

3.3 CURRENT OPERATIONS

Sphere inspected exterior portions of the subject property to obtain information indicating the likelihood of identifying recognized environmental conditions in connection with the subject property. The following sections summarize the site observations and limitations experienced during the site reconnaissance.

3.3.1 Photographic Documentation

The following photographs were taken during the site reconnaissance and are included as **Appendix C**.

Photo Number & Description

1. View of the northern portion of the Subject Property looking west. The two concrete squares are remnant foundations from a former billboard.
2. View of the Subject Property looking southwest and adjoining residential property to the southwest.

3. View of adjoining property to the east, including vacant land and a commercial property.
4. View of the adjoining property to the south, vacant land.
5. View of the adjoining properties to the north, Sistrunk Blvd. and a medical building.
6. View of the adjoining properties to the north, the intersection of NW 8th Avenue & Sistrunk Blvd. and vacant land.
7. View of the adjoining property to the west, NW 8th Avenue and residential property.

3.3.2 ASTs /Piping/Containment

There were no ASTs or evidence of the former presence of ASTs observed at the Subject Property.

3.3.3 USTs/Piping

There were no USTs or evidence of the former presence of USTs observed at the Subject Property.

3.3.4 Drums/Containers–Hazardous Substances/Petroleum Products

There were no drums or containers of any type observed at the Subject Property.

3.3.5 Equipment/Spray Rigs/Paint Booths

No evidence of any equipment was observed at the subject property.

3.3.6 Floor Drains

There was no building present at the Subject Property.

3.3.7 Septic/Evidence of Prior Use

The subject property was reported to be connected to the City of Fort Lauderdale municipal sanitary sewer system since the subject property was developed.

3.3.8 Chemical Storage

No chemicals were observed at the Subject Property.

3.3.9 Waste Storage and Disposal/Frequency

No waste was observed to be generated or present at the Subject Property.

3.3.10 Transformers/Capacitors/PCB Equipment

The subject property inspection included a visual survey for the presence of suspect PCB containing equipment (transformers, capacitors, and hydraulic equipment). PCB coolants were widely used in such equipment until the United States Environmental Protection Agency (USEPA) limited the practice in 1979. Many companies have since acted to replace PCB containing transformers and capacitors.

No potential PCB-containing equipment was observed at the Subject Property.

3.3.11 Mercury Containing Equipment

Federal standards for the transportation and disposal of mercury containing light bulbs and devices have been developed to protect the environment from improper disposal. Current guidelines allow for a limited amount of disposal and/or accumulation of spent lamps for proper disposal.

No fluorescent bulbs were observed at the Subject Property.

3.3.12 Supply Wells/Cisterns/Sumps

No private water collection or storage systems were present or reported to be utilized at the subject property. All sources of water for this area were provided by the City of Fort Lauderdale Water Department.

3.3.13 Hydraulic Equipment

No hydraulic equipment was observed at the Subject Property.

3.3.14 Chemical Smells/Odors

No chemical odors were detected at the Subject Property.

3.3.15 Staining/Discolored Soils/Stressed Vegetation

No staining, discolored soils, or stressed vegetation were observed at the Subject Property.

3.3.16 Wastewater Discharge/Oil-Water Separator

No evidence of liquid wastes or their discharge was observed at the Subject Property.

3.3.17 Landfilling/Illegal Dumping/Disturbed Soils

No evidence of improper or illegal dumping was observed at the Subject Property.

3.3.18 Pesticide/Herbicide Applications

No evidence of pesticide or herbicide application was observed at the Subject Property.

3.3.19 Railroad Spur/Evidence of Former Utilization

No evidence of current or former use of a railroad spur was observed at the Subject Property.

3.3.20 Surface Impoundments/Holding Ponds

No evidence of any surface impoundments or holding ponds was observed at the Subject Property.

3.3.21 Monitoring Wells

No evidence of current or former use of monitoring wells was observed at the Subject Property.

3.3.22 Spills or Releases

No evidence of surficial spills was observed at the Subject Property.

3.3.23 Other

No evidence of other environmental conditions of concern was identified at the Subject Property.

4.0 ADJACENT AND SURROUNDING PROPERTIES

Facilities which typically present environmental risks such as industrial complexes, dry cleaners, and petroleum handling facilities, can discharge contaminants which may migrate to neighboring properties. The inspector observed the adjacent land use during the time of the site inspection by walking and/or driving around the property to determine if any of these facilities exist. The following was observed relative to the surrounding property reconnaissance:

North: Sistrunk Boulevard bordered the Subject Property to the immediate north. Vacant property was present to the northwest, a medical facility to the north and a small commercial building to the northeast. Further to the north were numerous automotive related facilities, including paint and body shops, a junk yard, and auto repair facilities.

South: A vacant lot and residential apartment buildings were observed to the south.

East: A vacant parcel and commercial property were located to the east along NW 7th Terrace.

West: NW 8th Avenue, residential property and vacant land were present to the west.

ATTACHMENT 8

Phase 2 Environmental Assessment

EE&G

Evans Environmental & Geosciences

PHASE II
ENVIRONMENTAL SITE ASSESSMENT

FOR

13 LOTS
NW 7TH TERRACE AND NW 6TH STREET
FORT LAUDERDALE, BROWARD COUNTY, FLORIDA

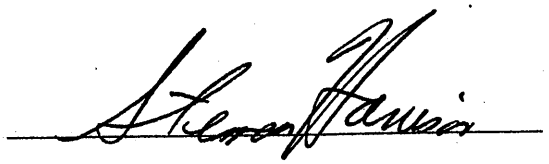
Prepared For:

The Urban Group
1424 South Andrews Avenue
Suite 200
Fort Lauderdale, FL 33316

Prepared by:

Evans Environmental & Geosciences
14505 Commerce Way, Suite 400
Miami Lakes, Florida 33016
(305) 374-8300

June 2003
Project No.: 2003-1359



Steven A. Harrison, P.G.
Sr. Technical Advisor

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Appendix A Site Maps
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SECTION 1.0
INTRODUCTION

1.1 PURPOSE

Evans Environmental & Geosciences (EE&G) was retained by The Urban Group, the Client, to perform a Phase II Environmental Site Assessment (ESA) of the property consisting 13 lots located within the vicinity of NW 7th Terrace and NW 6th Street, in Fort Lauderdale, Broward County, Florida (hereafter referred to as the "*Property*"). Refer to **Figure A1, Appendix A**, for the portion of the USGS Topographic Map depicting the location of the *Property*. Refer to **Figure A2, Appendix A,** for a site map of the *Property* and adjoining properties.

The objective of this Phase II ESA was to investigate potential environmental concerns identified in the Phase I ESA prepared for the *Property* by EE&G in May 2003. The Phase I ESA revealed the following Recognized Environmental Condition (REC) in association with the *Property:*

- A printing facility formerly occupied the Property at 545 NW 7th Terrace and was connected to a septic system.
- Moses Car Care, located at 605 NW 7th Avenue, maintained three 10,000-gallon USTs and no analytical data was observed for the facility.
- Texaco, located at 825 NW 6th Street, operated as a service station for approximately 27 years from 1957-1983 and no analytical data was observed for the facility.
- The following facilities of concern were identified in the city directories for the surrounding properties.
  - Filling Station, historically located at 703 NW 6th Street (approximately 200 feet east of the Property), was identified in the 1952-53, 1956-57, and 1961 city directories.

  No files were available for review at the DPEP regarding the operation of these facilities. Facilities of this type most likely maintained USTs and/or produced regulated waste streams. Due to the lack of analytical data, these facilities could pose a potential environmental concern to this parcel, and are considered RECs.

SECTION 2.0
ASSESSMENT METHODOLOGY

The Phase II ESA conducted for the *Property* consisted of the collection of soil and groundwater samples to assess for potential impacts associated with the REC identified at the *Property*. The samples were collected using a "direct-push" drilling technique (i.e., Geoprobe), which involved hydraulically driving a sampling device to the desired depth, collecting the sample, and extracting the device. The collection and analyses of soil and groundwater samples as part of this Phase II ESA will be performed in accordance with the Standard Operating Procedures (SOP) as detailed in Chapter 62-160 of the Florida Administrative Code (FAC).

On June 13, 2003, EE&G advanced Geoprobe points at five locations within the *Property* for the collection of soil and groundwater samples from the subsurface. The Geoprobe points were advanced to provide access to the subsurface in areas of the Property which had the potential of being affected subsurface impacts associated with the RECs identified in the Phase I ESA. The locations of the Geoprobe sampling points are shown in **Figure A2, Appendix A** and described as follows:

- Geoprobe Point 1 (GP-1) was located in the northwest portion of the *Property* to address potential concerns associated with a former filling station
- Geoprobe Point 2 (GP-2) was located in the northeast portion of the *Property* to address potential concerns associated with a former filling station to the northeast of the Property.
- Geoprobe Points 3 and 4 (GP-3 and GP-4) was located within the north central portion of the *Property* to assess for potential concerns associated with the former printing facility located at 545 NW 7th Terrace.
- Geoprobe Point 5 (designated as SB-3) was located in the west central portion of the *Property* to address potential concerns associated with the former printing facility located at 545 NW 7th Terrace.

2.1 SOIL ASSESSMENT METHODOLOGY

EE&G advanced three borings at the *Property* using the Geoprobe drill rig and collected soil samples from Geoprobe points SB-1 and SB-2. The soil samples were collected from surface grade to approximately 4 feet below land surface (BLS), using a Macro Core sampler. The samples were screened in the field to assess for the presence of organic vapors, and to visually assess the soils for indications of petroleum staining or unnatural discoloration. The samples, which were retrieved in 4 foot acetate liners to isolate the samples and maintain their integrity, were segregated into 2 foot intervals for field analysis. The soil samples were transferred from the acetate liners and placed into pre-cleaned 16 ounce soil jars until half-full, covered with aluminum foil, and allowed to equilibrate to obtain representative readings. The soil samples were screened using a Foxboro Model 128 Organic Vapor Analyzer (OVA), equipped with a Flame Ionization Detector (FID). The OVA/FID was utilized with, and without a charcoal filter to assess for the presence of naturally occurring methane. The net OVA/FID readings were interpreted to assess for the presence of volatile organic compounds, indicative of a petroleum hydrocarbon or chlorinated solvent source. Soil samples

were collected in accordance with Florida Department of Environmental Protection (FDEP)-Standard Operating Procedures (SOPs) as specified in Chapter 62-160 of the Florida Administrative Code (FAC).

Laboratory analyses were conducted on the soil samples collected from SB-1, SB-2, and SB-3, at a depth of approximately 4 to 6 feet BLS. The groundwater table was observed to be at a depth of approximately 6 feet BLS. The Geoprobe sampling locations are shown in **Figure A2, Appendix A.**

The soil samples collected were placed into laboratory supplied, pre-cleaned sample bottles, placed on ice, and transported to Severn Trent Laboratory (STL – Miami), a FDEP-approved and Department of Health (DOH)-certified laboratory for analyses.

- The soil samples were analyzed for the following parameters:
  - Volatile Organic Aromatics (VOA) by EPA Method 8021.
  - Volatile Organic Halocarbons (VOH) by EPA method 8021.
  - Total Petroleum Hydrocarbons (TPH) by Method FL-PRO.
  - Arsenic (As), Barium (Ba), Cadmium (Cd), Chromium (Cr), Lead (Pb), Selenium (Se), and Silver (Ag) by EPA Method 6010.
  - Mercury (Hg) by EPA Method 7471A.

2.2 GROUNDWATER ASSESSMENT METHODOLOGY

Using the Geoprobe, six groundwater samples were collected from four locations at the *Property*. Four samples were collected from the surface/ interface of the shallow groundwater table and two samples were collected from deeper horizons to assess for potential vertical migration. The Geoprobe rig utilized a Screen Point 15 (SP15) sampler, in which a decontaminated unit was threaded onto the leading end of a probe rod and driven to the desired sampling interval. While the sampler was driven to a depth, O-ring seals at the drive head and expendable drive point provided a watertight system. Once at the desired sampling interval, the drive rod was retracted to expose the 4-foot long screened interval and allow access for groundwater sampling. The groundwater samples were collected utilizing polyethylene tubing fitted with a stainless steel check valve. New polyethylene tubing was utilized at each collection point. Water was drawn through the tubing to the ground surface using a peristaltic pump. In order to collect groundwater samples representative of the portion of the aquifer from which they were collected, approximately 5 volumes of the Geoprobe wells were purged before sampling. Groundwater samples were collected in accordance with FDEP-SOPs as specified in Chapter 62-160 FAC.

Groundwater samples were collected from Geoprobe points GP-1, GP-2, GP-3S, and GP-4S, where the screened interval was placed from approximately 6 to 10 feet BLS within the shallow portion of the surficial aquifer. The groundwater table was observed to be at approximately 6 to 7 feet BLS. The screened interval was designed to intersect the groundwater/soil interface to identify the potential presence of separate phase product.

Groundwater samples were collected from Geoprobe points GP-3D and GP-4D where the screened interval was placed from approximately 21 to 25 feet BLS within the deeper portion of the surficial aquifer. The screened interval was designed to assess for the presence of chlorinated solvents (cleaning chemicals and degreasers) which may have migrated vertically through the aquifer.

The groundwater samples were collected in laboratory supplied, pre-cleaned sample bottles, placed on ice, and transported to STL-Miami, an FDEP-approved and DOH-certified laboratory for analyses.

- The groundwater samples from GP-1, and GP-2 were analyzed for the following parameters:
  - VOA by EPA Method 8021.
  - Polynuclear Aromatic Hydrocarbons (PAH) by EPA method 8270.
  - TPH by method FL-PRO.
- The groundwater samples from GP-3S, and GP-4S were analyzed for the following parameter:
  - VOA by EPA Method 8021.
  - VOH by EPA Method 8021.
  - TPH by method FL-PRO.
- The groundwater samples from GP-3D and GP-4D were analyzed for the following parameter:
  - VOH by EPA Method 8021.

Additionally, an equipment blank was collected to assess the effectiveness of decontamination procedures and sampling methodologies. This sample was archived, and based upon the analytical results, it was not necessary to analyze this sample.

SECTION 3.0
ASSESSMENT FINDINGS

3.1 SOIL LITHOLOGY AND VISUAL CHARACTERISTICS

Soil samples collected from the site were examined for lithologic characteristics. The 0 to 6 foot BLS section of the lithologic column consisted of fine to medium grained light tan sand. From 6 feet to the bottom of the borings at approximately 8 feet below lad surface, the lithology consisted of dark brown medium to fine grained sand. The groundwater table was observed to be at approximately 6 to 7 feet BLS. A copy of the sampling logs are provided in **Appendix B.**

No odor was apparent in association with the soil samples collected. The soil samples collected did not reveal the presence of debris or staining.

3.2 OVA RESULTS

OVA results generated from field-testing of soils were compared with the action level established in the FDEP's "*Guidelines for Assessment and Source Removal of Petroleum Contaminated Soils*", dated May 1998. The action level defined by these guidelines was 10 parts per million (ppm) of organic vapors. Analysis of the soil samples collected from the soil borings did not reveal the presence of organic vapors above 10 ppm. The OVA results from the soil samples analyzed are summarized in **Table 1.**

TABLE 1

SUMMARY OF SOIL OVA RESULTS

SOIL BORING DESIGNATION	DEPTH IN FEET	PARTS PER MILLION (TOTAL)	PARTS PER MILLION (WITH CARBON FILTER)	PARTS PER MILLION (NET)
SB – 1	0 – 2	0	0	0
	2 - 4	0.5	0	0.5
	4 – 6	0.6	0	0.6
	6 – 8	1.0	0	1.0
SB – 2	0 – 2	0	0	0
	2 – 4	0.2	0	0.2
	4 – 6	0.8	0	0.8
	6 – 8	1.5	0	1.5
SB –3	0 – 2	0.0	0	0.0
	2 – 4	0.0	0	0.0
	4 – 6	0.4	0	0.4
	6 – 8	0.7	0	0.7

- **Bold** - indicates an elevated concentration that may be indicative of a source area
- Net = parts per million total – parts per million with carbon filter

3.3 SOIL ANALYTICAL RESULTS

Analytical results of soil samples were compared to the Soil Cleanup Target Levels (SCTLs), as defined in Chapter 62-777 of the Florida Administrative Code (FAC) and shown in **Table 2**. The laboratory method detection limits were below the SCTLs for the parameters analyzed.

Results from the analyses of the soil samples collected from Geoprobe points SB-1, SB-2, and SB-3 were below all applicable SCTLs for the parameters analyzed. A copy of the laboratory analytical results and Chain of Custody form are provided in **Appendix C**. The analytical results of the soil samples collected are summarized in **Table 2**.

TABLE 2

SUMMARY OF SOIL ASSESSMENT FINDINGS

PARAMETER	SAMPLE DESIGNATION			SOIL CLEANUP TARGET LEVELS		
	SB – 1	SB-2	SB-3	DIRECT EXPOSURE RESIDENTIAL	DIRECT EXPOSURE COMMERCIAL	LEACHABILITY BASED ON GROUNDWATER CRITERIA
VOA	BDL	BDL	BDL	**	**	**
VOH	BDL	BDL	BDL	**	**	**
Arsenic	BDL	BDL	BDL	0.8	3.7	29
Barium	BDL	3.0	BDL	110	87,000	1,600
Cadmium	BDL	BDL	BDL	75	1,300	8
Chromium	BDL	3.9	BDL	210	420	38
Lead	BDL	2.8	3.5	400	920	*
TPH	BDL	BDL	BDL	340	2,500	340

- All concentrations reported in milligrams per kilogram (mg/Kg) unless indicated
- **BOLD** – indicates a concentration above the SCTL
- BDL – analytical results below the laboratory method detection limit
- NT – Not Tested

* Leachability may be determined using TCLP

** This group of parameters is not regulated as a whole, although there are individual standards for compounds within the group.

3.4 GROUNDWATER ANALYTICAL RESULTS

Analytical results were compared with the FDEP *Contaminant Cleanup Target Levels*, per Chapter 62-777, FAC, which regulates the Groundwater Cleanup Target Levels (GCTLs; a.k.a. - No Further Action criteria) and Groundwater Natural Attenuation Default Source Concentrations (NADSCs; a.k.a. - Monitoring Only criteria). The laboratory method detection limits were below the GCTLs and NADSCs for the parameters analyzed. A copy of the sampling logs are included in **Appendix B.**

Results from the analyses of the groundwater samples collected from Geoprobe points placed at the *Property* were below the GCTLs and NADSCs for the parameters analyzed. A copy of the laboratory analytical results and Chain of Custody form are provided in **Appendix C.** The analytical results of the groundwater samples collected are summarized in **Table 3.**

TABLE 3

SUMMARY OF GROUNDWATER ASSESSMENT FINDINGS

PARAMETER	SAMPLE DESIGNATION						GROUNDWATER CLEANUP TARGET LEVEL	NATURAL ATTENUATION DEFAULT CONCENTRATION
	GP-1	GP-2	GP-3S	GP-3D	GP-4	GP-4D		
VOA	BDL	BDL	BDL	NT	BDL	NT	*	*
VOH	NT	NT	BDL	BDL	BDL	BDL	*	*
Chromium	NT	NT	5.0	NT	6.0	NT	100	1,000
As, Cd, Ba, Se, Pb, Hg, Ag	NT	NT	BDL	NT	BDL	NT	*	*
TPH	BDL	BDL	BDL	NT	BDL	NT	5,000	50,000
PAH	BDL	BDL	BDL	NT	BDL	NT	*	*

- All concentrations reported in micrograms per liter (ug/L) unless indicated
- BOLD - indicates a concentration above the GCTL or NADSC
- BDL - analytical results below the laboratory method detection limit

* Although individual parameters within this group have standards, this set of parameters does not have a group standard.
** All results above detectable limits are listed individually.
NT Not Tested

SECTION 4.0
CONCLUSIONS AND RECOMMENDATIONS

Based on the findings presented in this report, the following conclusions were developed.

- Collection and analyses of three soil samples from the *Property* did not reveal the presence of tested parameters at concentrations above applicable regulatory criteria. Based on these data, the vadose zone (unsaturated) soils in the vicinity of the sampling locations do not appear to have been significantly effected by the RECs identified in the Phase I ESA.

- Collection and analyses of four shallow and two deep groundwater samples did not reveal the presence of tested parameters (VOA, VOH, TPH, RCRA metals, and PAH) at concentrations above applicable regulatory criteria. Based on these data, the groundwater quality in the vicinity of these sampling locations does not appear to have been significantly effected by the RECs identified in the Phase I ESA.

The Phase II ESA subsurface investigation conducted for this Property did not reveal the presence of the tested parameters above regulatory standards. Based on these findings, no further investigation is warranted.

ATTACHMENT 9

Authorization for the CRA Executive Director to Sign CRA Applications

CITY OF FORT LAUDERDALE
City Commission Agenda Memo **#17-0686**
CRA BOARD MEETING

TO: CRA Chairman & Board of Commissioners
Fort Lauderdale Community Redevelopment Agency

FROM: Lee R. Feldman, ICMA-CM, Executive Director

DATE: June 20, 2017

TITLE: Motion Authorizing the CRA Executive Director or His Designee to Sign City of Fort Lauderdale Development Review Committee Applications for Community Redevelopment Agency Property to Allow for Review of Projects Proposed by Developers on CRA Owned Property

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Recommendation

It is recommended that the Community Redevelopment Agency (CRA) Board of Commissioners approve a motion authorizing the CRA Executive Director or his designee to sign City of Fort Lauderdale Development Review Committee applications for Community Redevelopment Agency property to allow for review of projects proposed by developers on CRA owned property with the understanding that execution of the application shall be deemed a ministerial act for purposes of processing the application but shall not be considered approval of the application or the proposed development or construed as a waiver of the City's police or regulatory authority.

Background

The CRA receives inquiries from developers and individuals interested in developing CRA owned property; some are as a result of solicitations issued by the CRA while others are unsolicited proposals. In both instances, it is often advantageous to have proposed projects undergo various levels of development review to determine whether a project meets the City of Fort Lauderdale Unified Land Development Regulations (ULDR) and to gauge the estimated project cost before going to the CRA Advisory Board or CRA Board for a funding recommendation, approval and before conveyance of CRA property. Since a Development Review Committee (DRC) application or Pre-DRC application must be signed by the property owner, proposed developers of CRA property cannot get their projects reviewed unless the CRA consents.

Article 4.1 of the CRA By-Laws (Exhibit 1) requires that legal instruments of the CRA be executed by the Chair and Executive Director, attested to by the Secretary and that the form of any instrument be previously approved by the General Counsel or the General Counsel's Designee, unless the execution of instruments by Motion or Resolution of the Board of Commissioners is delegated to another person, in which case the instrument may be executed in the manner provided by such resolution.

Community.

Attachment
Exhibit 1 – CRA By-Laws Article 4.1

Prepared by: NPF CRA Manager: Jonathan Brown, Fort Lauderdale Community Redevelopment Agency

Executive Director: Lee R. Feldman, ICMA-CM, City Manager

majority of the Commissioners present, unless otherwise provided by law or these By-Laws. If any meeting cannot be conducted because a quorum is not present, the Commissioners who are present may adjourn the meeting to a time certain, and notice of such adjourned meeting shall be given to each Commissioners, unless waived.

3.6 Recessed and Continued Meetings. Where a meeting having been set and noticed under the provisions of these By-Laws and during the course of said meeting is recessed to a future time and place certain, there shall be no requirements for giving of notice of the time and place of continuation of said meeting other than the announcement thereof at said meeting, unless otherwise provided by law.

3.7 Rules of Order. All meetings shall be conducted in accordance with the procedures approved and utilized by the City Commission of the City of Fort Lauderdale, provided, however, in the absence of any applicable procedure of the City Commission, then the most recent Edition of Robert's Rules of Order, Revised, shall apply.

ARTICLE 4

CONTRACTS

4.1 Execution of Instruments. Legal instruments of the CRA shall be executed by the Chair and the Executive Director, attested to by the Secretary and the form of any such instrument shall be previously approved by the General Counsel or the General Counsel's designee provided; however, that where by Motion or Resolution of the Board of Commissioners, the execution of instruments is delegated to another person, such instrument may be executed in the manner provided by such resolution. In the absence of the Chair, such instruments may be executed by the Vice-Chair.

4.2 Real Property Acquisition and Disposition. The acquisition, conveyance and leasing of real property by the CRA shall be done in accordance with Chapter 163, Part III, Florida Statutes, as amended and revised, and CRA policies and procedures as adopted by the Board of Commissioners. In the event of a conflict, Chapter 163, Part III, Florida Statutes shall control.

4.3 Purchasing Procedures. In the absence of CRA procurement policies, the CRA adopts the purchasing procedures of the City, as may be amended or revised.

ARTICLE 5

FISCAL MATTERS

5.1 Fiscal Year. The fiscal year of the CRA shall begin on October 1 and end on September 30 of each year.

5.2 Budget. The Area Managers shall prepare an annual budget and work program for approval by the Board of Commissioners for each fiscal year, and such other budgets as the Board of Commissioners may determine. The CRA shall not expend any funds other than those in the budget or otherwise authorized by the Board of Commissioners, provided that the Board of Commissioners shall have the power to amend its budget as may from time to time be necessary.

COMMUNITY REDEVELOPMENT AGENCY BOARD | **Action Summary** | **June 20, 2017**

ROLL CALL

Present 5 - Commissioner Robert L. McKinzie, Commissioner Romney Rogers, Vice Chair Bruce G. Roberts, Commissioner Dean J. Trantalis, and Chair John P. "Jack" Seiler

BOARD REPORTS

BR-1 17-0767 Fort Lauderdale Aquatic Center Improvement Project Design Alternatives and Updated Cost Estimates

APPROVED

Aye: 5 - Commissioner McKinzie, Commissioner Rogers, Vice Chair Roberts, Commissioner Trantalis and Chair Seiler

MOTIONS

M-1 17-0802 Motion to Approve Minutes for May 16, 2017, Community Redevelopment Agency (CRA) Board Meeting

APPROVED

Aye: 5 - Commissioner McKinzie, Commissioner Rogers, Vice Chair Roberts, Commissioner Trantalis and Chair Seiler

M-2 17-0686 Motion Authorizing the CRA Executive Director or His Designee to Sign City of Fort Lauderdale Development Review Committee Applications for Community Redevelopment Agency Property to Allow for Review of Projects Proposed by Developers on CRA Owned Property

APPROVED

Aye: 5 - Commissioner McKinzie, Commissioner Rogers, Vice Chair Roberts, Commissioner Trantalis and Chair Seiler

ADJOURNMENT

ATTACHMENT 10

Approval of Modifications to CRA Incentive Programs

CITY OF FORT LAUDERDALE
City Commission Agenda Memo **#18-0192**
CRA BOARD MEETING

TO: CRA Chairman & Board of Commissioners
Fort Lauderdale Community Redevelopment Agency

FROM: Lee R. Feldman, ICMA-CM, Executive Director

DATE: April 17, 2018

TITLE: Resolution to Approve Proposed Modification to Northwest-Progresso-Flagler Heights Community Redevelopment Area Incentive Programs

Recommendation
It is recommended that the Fort Lauderdale Community Redevelopment Agency (CRA) Board of Commissioners adopt a Resolution to approve proposed modifications to the Northwest – Progresso –Flagler Heights Community Redevelopment Area ("NFP-CRA") Incentive Programs.

Background
On June 7, 2016, the Fort Lauderdale Community Redevelopment Agency ("CRA") approved revisions and additions to its incentive programs (see Exhibit 1). Among the CRA staff recommendations was a proposal providing the CRA Executive Director authorization to administratively approve awards from the Commercial Façade Improvement, Housing Rehabilitation and Purchase Assistance Incentive Programs to stimulate uses of these funds (see Exhibit 2). The CRA Board approved recommendations, but capped the administrative approval to a threshold of less than $50,000 based on the recommendation of the advisory board and expressed an interest in revisiting the issue at a later date.

The modifications were well received by the small business owners and property owners within the CRA. The CRA experienced a marked increase in the number of individuals seeking assistance through our incentive programs who previously were intimidated by the process or thought that their relatively minor proposed improvements were too insignificant for consideration. Small business owners and property owners have also expressed similar interest in smaller projects that would assist in interior renovations that would tackle the issue of vacancies that contribute to slum and blighted conditions. Recommended changes are as follows:

- **Recommendation 1:** Require CRA board approval for all awards greater than one hundred thousand dollars ($100,000) consistent with the authorization granted to the City Manager under the City of Fort Lauderdale Procurement Ordinance.

- **Recommendation 2:** Extend administrative approval authorization to all non-residential incentive programs, subject to the review of the NPF-CRA advisory board.
- **Recommendation 3:** Clarify that the commercial programs are intended for use on non-residential projects.
- **Recommendation 4:** Revise identified focus areas to acknowledge the Progresso Commercial Revitalization Project area as a focus area and define the residential focus areas consistent with the redevelopment plan.
- **Recommendation 5:** Modify the Property and Business Improvement Program to permit the funding of any renovations that address obstacles to occupancy rather than just substantial renovations.
- **Recommendation 6:** Adopt federal guidelines when considering awards to faith-based organizations. See Exhibit 6.
- **Recommendation 7:** Provide flexibility for applicants to propose project performance indicators.

The NPF-CRA Redevelopment Advisory Board at its meeting of March 13, 2018 approved the recommendations in a vote of 12-0.

Consistency with the Community Redevelopment Plan: NPF-CRA

Section 8.C. titled "Other City and CRA Government Functions – CRA Incentives and Programming" provides that the CRA will establish incentive programs as deemed appropriate to address redevelopment obstacles and these incentive programs may be modified, expanded, eliminated, or added as a new program at any time. Details of each incentive program will be drafted as a policy and individually approved by the CRA Board.

Resource Impact

There will be no fiscal impact with this CAM.

Strategic Connections

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

- Goal 5: Be a community of strong, beautiful and healthy neighborhoods.
- Goal 6: Be an inclusive community made up of distinct, complementary, and diverse neighborhoods.

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

Attachments

Exhibit 1 - Approved Minutes of the June 7, 2016 CRA Board Meeting
Exhibit 2 - CRA CAM 16-0556
Exhibit 3 - NPF-CRA Incentives
Exhibit 4 - Proposed Modified NPF-CRA Incentives
Exhibit 5 - Comparison Chart
Exhibit 6 - Housing and Urban Development Notice CPD-04-10

Exhibit 7- Draft Minutes of the March 13, 2018 NPF-CRA Redevelopment Advisory Board Meeting
Exhibit 8 - Resolution

Prepared by: D'Wayne Spence, NPF CRA Manager

Department Director: Lee R. Feldman, ICMA-CM, City Manager

CITY OF FORT LAUDERDALE
City Commission Agenda Memo **#16-0556**
CRA BOARD MEETING

TO: CRA Chairman & Board of Commissioners
Fort Lauderdale Community Redevelopment Agency

FROM: Lee R. Feldman, ICMA-CM, Executive Director

DATE: June 7, 2016

TITLE: Proposed Incentives for the Northwest Progresso Flagler Heights Community Redevelopment Agency (NWPF CRA)

Recommendation
It is recommended that the CRA Board of Commissioners approve the proposed CRA Incentives and decide whether the incentives will include certain recommendations from CRA staff or those from the NWPF Advisory Board.

Background
CRA staff presented new incentives and incentive revisions to the NWPF Advisory Board on March 23, 2016. Since then we have discussed what incentives at length, some things staff and the Advisory Board agree on and other things we did not.

The general things that we did not agree on and that we need direction on are as follows:

1. **Staff Authority Level** – *for the Commercial Façade, Housing Rehabilitation and Purchase Assistance Programs*

   - Staff requests that the aforementioned programs be approved at the staff level, if the request meets the approved program guidelines.
   - The Advisory Board would like all requests that exceed $50,000 for these programs to be brought to them for recommendation and the CRA Board for final approval.

2. **Focus Area** – *Sistrunk Boulevard between NW 24th Avenue and the FEC Railway, including one block north and south of Sistrunk Boulevard; as well as, 9th Avenue (between Sunrise Boulevard and Broward Boulevard), and 7th Avenue (between Sunrise Boulevard and Broward Boulevard)*

   - Staff does not want to include a dollar-for-dollar match requirement for façade, streetscape or the property and business improvement program projects within the Focus Area. Staff would prefer this be determined upon recommendation of the Advisory Board and approval by the Commission on a case-by-case basis.

- The Advisory Board would like to require a dollar for dollar match on the Streetscape program for all applicants regardless of where the work will take place.

3. Contractor Preference

- Staff recommends using an invitation to bid (ITB) process where the contractors on the Housing and Community Development (HCD) and CRA approved list be used where appropriate. Additionally, staff recommends that on all construction related opportunities where a bid is issued by the developer, that our contractors be invited to bid.
- The Advisory Board does not want to use an ITB process; they want to use a process where the construction opportunity is not awarded to the lowest most responsive bid. They would like to have a competitive scoring process where contractors that are located in the CRA and/or City is awarded more points in the selection process.

The more specific items that we need CRA Board direction on are listed below.

Over the past few years, the NWPF CRA was using four (4) incentives to provide assistance to the community. Those incentives are Commercial Façade, Business and Property Improvement, Streetscape and Property Tax Reimbursement. As we reviewed each of those programs, the following enhancements are recommended:

1. Commercial Façade Improvement Program:

This is an existing CRA approved programs. Enhancements to the program include the following:

- An identified Focus area,
- Requirement of a dollar for dollar match for projects outside of the Focus Area
- Additional eligible projects costs such as lighting, shade canopy, sidewalks, signage and parking lot,
- Added a possible job creation or retention requirement,
- Added obligations and covenants to the applicant, and
- Added special conditions.

The CRA Board's direction is needed for the following:

There was discussion with the Advisory Board as to whether or not "*equity investment*," should include the land owned by the applicant. If so, the land could be used in lieu of any cash match requirements within the Commercial Façade Program?

Does the CRA Board want to allow the land owned to be part of an applicant's equity investment?

2. Property and Business Improvement Program:

This is an existing CRA approved programs. Enhancements to the program include the following:

- An identified Focus area,
- Requirement of a dollar for dollar match for projects outside of the Focus Area,
- Expanded the eligible project and included kitchen/restaurant related costs,
- Added a possible job creation or retention requirement,
- Added obligations and covenants to the applicant, and
- Added special conditions.

The Advisory Board made a few motions, but nothing passed. As a result, there was no affirmative vote to approve or deny the recommended changes. However, staff supports the recommended changes.

3. Streetscape Enhancement Program:

This is an existing CRA approved programs. Enhancements to the program include the following:

- An identified Focus Area,
- Requirement of a dollar for dollar match for projects outside of the Focus Area,
- Inclusion of CRA owned land being added as a possible incentive,
- Expanded the eligible project cost,
- Added a possible job creation or retention requirement,
- Added obligations and covenants to the applicant, and
- Added special conditions.

The Advisory Board and staff support the incentive program and the recommended changes.

4. Property Tax Reimbursement Program:

This is an existing CRA approved incentive program. Enhancements to the program include the following:

- Clarified that the eligible business has to contributing to the tax roll,
- Added a requirement for substantial renovation,
- Clarified what portion of the increment financing is eligible for reimbursement, and
- Added special conditions.

The Advisory Board and staff support the incentive program and the recommended changes.

In addition to the existing CRA Incentive Programs, staff proposes that we add three (3) new incentive programs, which are as follows:

1. Development Incentive Program:

This new CRA incentive provides the CRA Board with the ability to combine incentives in furtherance of development, if the project represents an total investment / total project cost of five ($5,000,000) million dollars or more and creates a significant economic engine or destination project in the CRA.

The Advisory Board and staff support the new Development Incentive Program.

2. Residential Rehabilitation Program:

This new incentive allows the CRA to enhance the residential properties by correcting code violations and addressing a properties health and safety issues, such as electrical, plumbing, roofing, windows, ac/heating and structural items including emergency repair.

The Advisory Board and staff support the new Residential Rehabilitation Program.

3. Purchase Assistance Program:

This new incentive allows the CRA to provide assistance to for profit and not for profit organizations to construct single family homes on CRA and/or City owned infill housing lots. The assistance provided will be passed on as a subsidy to the eligible family when they purchase the single family home.

The Advisory Board and staff support the new Purchase Assistance Program.

Resource Impact
There will be no fiscal impact with this CAM.

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

- Goal 5: Be a community of strong, beautiful and healthy neighborhoods.
- Goal 6: Be an inclusive community made up of distinct, complementary, and diverse neighborhoods.

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

Attachment:
Exhibit 1 – CRA Proposed Incentives

Prepared by: Jonathan Brown, Northwest Progresso Flagler Heights CRA and Housing & Community Development

Executive Director: Lee R. Feldman, ICMA-CM, City Manager

City of Fort Lauderdale / Community Redevelopment Agency
Northwest-Progresso-Flagler Heights Community Redevelopment Area
PROPOSED Incentives and Revisions

COMMERCIAL PROGRAMS

COMMERCIAL FACADE IMPROVEMENT PROGRAM (CFIP)

Goals/Objectives: Eliminate slum and blight, remove deterioration, and update the exteriors of existing buildings, with an emphasis on improving the viability of healthy retail uses. Furthermore, the intent of this program is to create active walking areas by increasing the "curb appeal" of the business corridors in the CRA.

Eligible Area: All properties within the CRA. There is a designated Focus Area defined as Sistrunk Boulevard between NW 24 Avenue and the FEC Railway, including one block north and south of Sistrunk Boulevard; as well as, 9th Avenue (*between Sunrise Boulevard and Broward Boulevard*), and 7th Avenue (*between Sunrise Boulevard and Broward Boulevard*).

Eligible Properties: Existing commercial and mixed-use buildings with commercial elements in the CRA with uses permitted by applicable land use codes or approved conditional uses.

Eligible Project Costs: Generally, all costs associated with exterior improvements which include, but are not limited to: entry doors, windows, lighting, shade canopy, sidewalks, signage, parking, restoration, and/or rehabilitation are eligible for consideration (*including costs for associated with architectural, engineering, permit and application fees*). The proposed Project must comply with the CRA Plan, urban design guidelines, applicable land use regulations, and current code requirements, subject to review/approval by the City of Fort Lauderdale Planning Division, Code Compliance Division, and CRA staff.

Basis/Limits of Benefits: Throughout the CRA, a CFIP award will provide a forgivable loan for up to 75% of the eligible costs not to exceed $125,000. In the CRA Focus Area, a CFIP award will provide a forgivable loan for up to 90% of the eligible costs not to exceed $125,000. Commercial Properties located on Sistrunk Boulevard, between NW 24 Avenue and the FEC Railway will be awarded a forgivable loan for 100% of the eligible costs, not to exceed $75,000. If the costs in the focus area exceed $75,000, an owner's cash investment of 5% is required for the portion that exceeds the $75,000.

In the case of multiple structures on a single property, the CRA Board (and/or designee), at its sole discretion, may consider a forgivable loan application for each structure subject to the terms, conditions, and limits applicable to location of the subject property. The Agency, at its sole discretion, may consider increasing the funding limits on a case-by-case basis.

Job Creation and Retention Requirements: Job creation and/or job retention or another approved performance indicator may be a requirement for assistance provided through this program.

Terms and Obligations: The program award will have ongoing obligations/covenants, which includes but is not limited to a lien on the applicant's property.

Special Conditions: There must be a documented selection process for the General Contractors selected for this project. The CRA recommends the use of General Contractors from its approved contractor list. A CRA / City approved contractor must be used for projects where 60% or more of the costs are paid by the CRA.

PROPERTY AND BUSINESS IMPROVEMENT PROGRAM (PBIP)

Goals/Objectives: Eliminate slum and blight, remove deterioration, and improve the "energy efficiency" of existing buildings in the CRA, with an emphasis on bringing these buildings up to current building codes and making them more viable for occupancy. The program provides funding for interior and exterior improvements for mixed-use or commercial projects. Additionally, this program seeks to improve the operating efficiency of existing restaurants in the CRA and attract new restaurants to the CRA, with an emphasis on creating a dining destination within the City.

Eligible Area: All properties within the CRA. There is a designated Focus Area defined as Sistrunk Boulevard between NW 24 Avenue and the FEC Railway, including one block north and south of Sistrunk Boulevard; as well as, 9th Avenue (*between Sunrise Boulevard and Broward Boulevard*), and 7th Avenue (*between Sunrise Boulevard and Broward Boulevard*).

Eligible Properties: Existing commercial and mixed-use buildings with commercial elements in the CRA with uses permitted by applicable land use codes or approved conditional uses. Existing and new properties with retail/commercial food preparation uses within the CRA as permitted by applicable land use codes or approved conditional uses, with a particular emphasis on retail restaurants.

Eligible Project Costs: Generally, all costs associated with substantial renovation and new construction, including interior improvements, restoration, rehabilitation, and permanently attached fixtures/systems are eligible for consideration (Project). Additionally, eligible costs include *architectural, engineering, permit fees, application fees*, property taxes, tax liens, City liens and property insurance. The proposed Project must comply with the Plan, CRA urban design guidelines, applicable land use regulations, and current code requirements, subject to review/approval by the City of Fort Lauderdale Planning Division, Code Compliance Division, and CRA staff.

Substantial renovation means the cost of rehabilitation/renovation exceeds 50% of the current property value, as indicated by Broward County Property Appraiser or private appraisal.

Eligible Restaurant and Kitchen Related Costs: Generally, all costs specific to commercial kitchen improvements and permanently attached commercial-grade kitchen equipment/systems are eligible for consideration (Project). The proposed Project must comply with the Plan, CRA urban design guidelines, applicable land use regulations, and current code requirements, subject to review/approval by the City of Fort Lauderdale Planning Division, Code Compliance Division, and CRA staff. The kitchen design/engineering, construction materials, and equipment/systems must comply with applicable industry standards, such as: Dairy and Food Industries Supply Association, Inc. (3-A), United States Department of Agriculture (USDA), Food and Drug

Administration (FDA), American Welding Society (AWS), Occupational Safety and Health Association (OSHA), American Society of Testing Materials (ASTM), American National Standards Institute (ANSI), Current Good Manufacturing Practices (cGMPs), and National Electrical Manufacturer's Association (NEMA). The kitchen and its equipment will comply with all local health and safety requirements that apply to food produced for sale.

Job Creation and Retention Requirements: Job creation and/or job retention or another approved performance indicator may be a requirement for assistance provided through this program.

Basis/Limits of Benefits: Throughout the CRA, a PBIP award will provide a forgivable loan for up to 75% of the eligible costs not to exceed $500,000. In the Focus Area, the program award will provide a forgivable loan for up to 90% of the eligible costs not to exceed $500,000. In the Focus Area, owner's equity investment for funding requests that do not exceed $150,000, will be determined on a case-by-case review. The CRA Board (and/or designee), at its sole discretion, may consider increasing the funding limits and equity investment requirements on a case-by-case basis.

In order to be eligible for the PBIP, the business/property owner must invest at a minimum, a dollar-for-dollar match of the CRA investment within the project, if the project is not located within the focus area. The CRA's project contribution cannot exceed the documented contribution of the business/project owner.

Terms and Obligations: The program award will have ongoing obligations/covenants, which includes, but is not limited to a lien on the applicant's property.

Special Conditions: There must be a documented selection process for the General Contractors selected for the applicants project. The City recommends the use of General Contractors from its approved contractor list. A CRA / City approved contractor must be used for projects where 60% or more of the costs are paid by the CRA. Contractors on the City/CRA contractor list, must be invited to bid on all work solicited by the project owner/developer.

STREETSCAPE ENHANCEMENT PROGRAM (SEP)

Goals/Objectives: Eliminate slum and blight by encouraging projects to demonstrate high quality urban and environmental design and sustainability, thus creating a higher quality environment and sense of place by enhancing the public realm across the CRA.

This program will also allow the CRA to provide land as an incentive via donation and/or purchase. In order to be eligible for the SEP, the business/property owner must invest at a minimum, a dollar-for-dollar match of the CRA investment within the project, if there project is not located in the focus area. The CRA's project contribution cannot exceed the documented contribution of the business/project owner.

Eligible Area: All properties within the CRA. There is a designated Focus Area defined as Sistrunk Boulevard between NW 24 Avenue and the FEC Railway, including one block north and south of Sistrunk Boulevard; as well as, 9th Avenue (*between Sunrise Boulevard and Broward Boulevard*), and 7th Avenue (*between Sunrise Boulevard and Broward Boulevard*).

Eligible Properties: All existing and new buildings in the CRA approved for commercial, multifamily, or mixed use.

Eligible Project Costs: Generally, all costs associated with enhanced (features/finishes beyond mandatory City requirements) streetscape improvements constructed on or within the public right-of-way are eligible for consideration (Project). The proposed improvements must comply with CRA design guidelines for the particular street on which the project is located, the Plan, the City of Fort Lauderdale Complete Street Guidelines, the CRA Implementation Plan, the Downtown Master Plan (as applicable), and the Fort Lauderdale Connectivity Master Plan. Design/engineering must be consistent with City, county and state requirements for roadway design/construction.

Job Creation and Retention Requirements: Job creation and/or job retention or another approved performance indicator may be a requirement for assistance provided through this program.

Basis/Limits of Benefits: Throughout the CRA, a SEP award will provide a forgivable loan for up to 70% of the eligible costs not to exceed $500,000. In the Focus Area, the program award will provide a forgivable loan for up to 90% of the eligible costs not to exceed $500,000. The CRA Board (and/or designee), at its sole discretion, may consider increasing the funding limits on a case-by-case basis.

Terms and Obligations: The program award will have ongoing obligations / covenants, which includes, but is not limited to a lien on the applicant's property.

Special Conditions: There must be a documented process for the General Contractors and sub-contractors selected for the project. The CRA / City encourage the use of

contractors from its approved contractor list. Contractors on the City/CRA contractor list, must be invited to bid on all work solicited by the project owner/developer.

DEVELOPMENT INCENTIVE PROGRAM (DIP)

Goals/Objectives: This program seeks to eliminate slum and blight by attracting new businesses to the CRA or existing businesses to expand within the CRA. DIP is a custom designed incentive to meet the appropriate needs of a specific development project in the CRA that represents an investment / total project cost of five ($5,000,000) million dollars or more and creates a significant economic engine or destination project in the CRA.

This program will allow the CRA to use any of its incentive programs and options, including tax abatement, fee waivers, land donation and/or purchase, etc.

In order to be eligible for the DIP, the business/property owner must invest at a minimum, a dollar-for-dollar match of the CRA investment within the project. The CRA's project contribution cannot exceed the documented contribution of the business/project owner.

Eligible Area: All properties within the CRA. There is a designated Focus Area defined as Sistrunk Boulevard between NW 24 Avenue and the FEC Railway, including one block north and south of Sistrunk Boulevard; as well as, 9th Avenue (*between Sunrise Boulevard and Broward Boulevard*), and 7th Avenue (*between Sunrise Boulevard and Broward Boulevard*).

Eligible Properties: Commercial and/or mixed-use projects in the CRA with uses permitted by applicable land use codes or approved conditional uses.

Eligible Project Costs: Generally, all costs associated with the CRA desired redevelopment project (Project), including costs and fee's associated with acquisition, rehabilitation and fines. The proposed Project must comply with the Plan, CRA urban design guidelines, applicable land use regulations, and current code requirements, subject to review/approval by the City of Fort Lauderdale Planning Division, Code Compliance Division, and CRA staff.

Job Creation and Retention Requirements: Job creation and/or job retention or another approved performance indicator may be a requirement for assistance provided through this program.

Basis/Limits of Benefits: Throughout the CRA, a DIP award (*with no minimum or maximum amount*) will provide a forgivable loan or low interest loan to assist the eligible project. The CRA Staff will review the project and recommend a funding plan/strategy and amount to the CRA Advisory Board and CRA Board.

Terms and Obligations: The program award will have ongoing obligations/covenants, which may include, but is not limited to a lien on the applicant's property.

Special Conditions: Where possible, the developer will use best efforts to hire Fort Lauderdale contractors to work on approved projects. If a HCD/CRA approved contractor is awarded work, it will be for the portion of the project that is funded through the CRA.

PROPERTY TAX REIMBURSEMENT (PTR)

Goals/Objectives: Eliminate slum and blight, remove deterioration, update existing buildings, and encourage new investment/development with an emphasis on enhancing the overall CRA, improving the quality of existing buildings within the CRA, and attracting new construction to the CRA.

Eligible Area: All properties within the CRA that are owned by an organization that fully contributes to the tax increment income.

Eligible Properties: All commercial, multifamily, or mixed-use (residential/commercial) buildings in the CRA with uses permitted by applicable land use codes or approved conditional uses that have had substantial capital improvements or new construction.

Substantial capital improvements means the cost of rehabilitation/renovation exceeds 50% of the current property value, as indicated by Broward County Property Appraiser or private appraisal.

Eligible Project Costs: The benefits of this Program are not directly based on Project costs. Rather, the benefits of this Program are based on capital improvements on existing properties or the development cost of new buildings that result in a substantial increase of Ad Valorem Tax (Property Tax). The property owner will only be entitled to the incremental tax increase generated by project that would be returned to the CRA as tax increment revenue. The proposed Project must comply with the Plan, CRA urban design guidelines, and applicable land use regulations, subject to review/approval by the City of Fort Lauderdale Planning Division and CRA staff. All construction work must be performed by licensed contractors with required building permits and progress inspections.

Basis/Limits of Benefits: PTR is a reimbursement and payment disbursed upon verification that property taxes for the year has been paid. A PTR award will run for a maximum of five (5) years and the limits are as follows:

- Year 1 – 95% of real property Ad Valorem taxes returned to the CRA as tax increment revenue
- Year 2 – 90% of real property Ad Valorem taxes returned to the CRA as tax increment revenue
- Year 3 – 85% of real property Ad Valorem taxes returned to the CRA as tax increment revenue

- Year 4 – 80% of real property Ad Valorem taxes returned to the CRA as tax increment revenue
- Year 5 – 75% of real property Ad Valorem taxes returned to the CRA as tax increment revenue

Applicant: The property owner /developer (Owner) must be the applicant. A RFIG award will have ongoing obligations/covenants, which will be protected by a lien on the applicant's property.

Special Conditions: Where possible, the developer will use best efforts to hire Fort Lauderdale contractors to work on approved projects. If a HCD/CRA approved contractor is awarded work, it will be for the portion of the project that is funded through the CRA.

RESIDENTIAL PROGRAMS

RESIDENTIAL REHABILITATION FORGIVABLE LOAN (RRG)

Goals/Objectives: Eliminate slum and blight, remove deterioration, and update the exteriors of existing residential buildings, with an emphasis on generally enhancing the residential neighborhoods in the CRA and to correct code violations, health and safety issues including but not limited to electrical, plumbing, roofing, windows, ac/heating and structural items including emergency repair.

Eligible Area: All properties within the CRA. There is a designated Focus Area defined as Sistrunk Boulevard between NW 24 Avenue and the FEC Railway, including one block north and south of Sistrunk Boulevard; as well as, 9th Avenue (*between Sunrise Boulevard and Broward Boulevard*), and 7th Avenue (*between Sunrise Boulevard and Broward Boulevard*).

Target Client: Individuals and/or families that occupy their homesteaded property. The annual household income cannot exceed 160% of the Area Median Income (AMI).

Eligible Properties: Existing single family residential, whose appraised value does not exceed $300,000.

Eligible Project Costs: Generally, all costs associated with interior and exterior improvements, restoration, and/or rehabilitation are eligible for consideration (Project). The proposed Project must comply with the Plan, CRA urban design guidelines, and applicable land use regulations, subject to review/approval by the City of Fort Lauderdale Planning Division and CRA staff.

Basis/Limits of Benefits: The maximum award for the RRG is $75,000. Throughout the CRA and Focus Area, a RRG award will provide assistance to owner occupied single family homes. Owners will not require a contribution if the rehabilitation costs do not exceed a CRA award amount of $55,000. An owner cash contribution of 10% is required if the costs of the repair exceeds the available CRA funds. The owners' cash contribution will be based on the costs that exceed $55,000.

The CRA Board (and/or designee), at its sole discretion, may consider increasing the funding limits on a case-by-case basis.

Terms and Obligations: The program award will require an application and review process. The RRG will have ongoing obligations/covenants, which includes, but is not limited to a lien on the applicant's property. The maximum household income of the families assisted in this program cannot exceed 160% of the Area Median Income (AMI). The City/CRA will develop the scope of work for each project.

General Contractor: There must be a documented selection process for the General Contractor used for the project. Owner-occupied single family rehabilitation must use an approved General Contractor from the City's approved contractor list.

PURCHASE ASSISTANCE PROGRAM (PAP)

Goals/Objectives: To provide assistance to for profit and not for profit organizations to construct single family homes on CRA and/or City owned infill housing lots, for the benefit of eligible families to purchase. The assistance provided to the organization must be passed through to the eligible family to purchase the property.

Eligible homebuyers must be identified by the organization and submitted to the CRA for eligibility review and approval.

Eligible Area: NWPF CRA

Target Client: Eligible individuals and/or families that are purchasing a property they will occupy as their primary and homesteaded residence.

Eligible Properties: Existing residential CRA and City-owned residential lots within the NWPF CRA boundary.

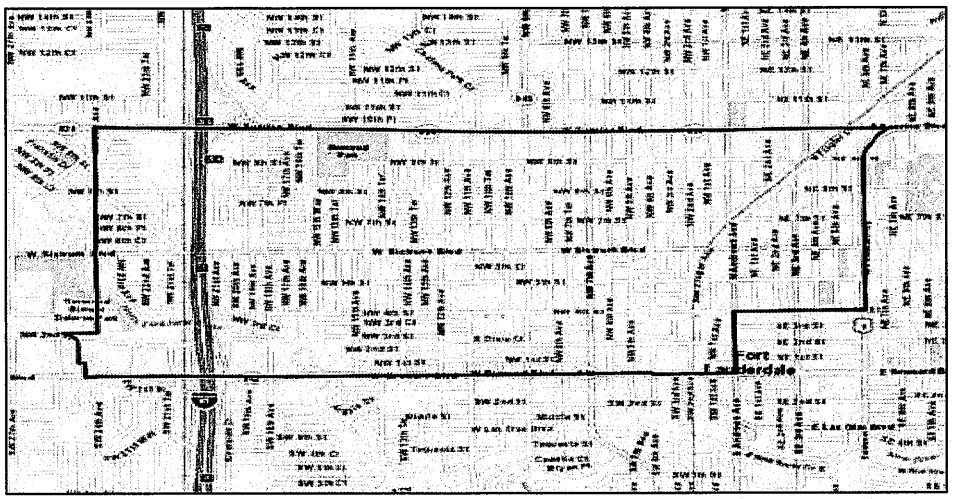
Basis/Limits of Benefits: Throughout the CRA a PAP award will provide down payment and closing cost assistance to the eligible homebuyer. Assistance to the homebuyer from the CRA cannot exceed $45,000 and is based on affordability needs.

Terms and Obligations: The program award will require an application and review process. The PAP award will have ongoing obligations/covenants, which includes, but is not limited to a lien on the applicant's property. All properties will require owner occupancy and the maximum household income of the individuals or families assisted in this program cannot exceed 160% of the Area Median Income (AMI).

General Contractor: The General Contractor selected must come from the City's/CRA's approved contractor list.

City of Fort Lauderdale / Community Redevelopment Agency
Northwest-Progresso-Flagler Heights Community Redevelopment Area
NWPF CRA Incentives

On November 7, 1995, the Fort Lauderdale Community Redevelopment Agency (Agency) adopted the Northwest-Progresso-Flagler Heights Community Redevelopment Plan (Plan). The Northwest-Progresso-Flagler Heights Community Redevelopment Area (CRA) is located between Sunrise Boulevard on the north, Broward Boulevard on the south, the City corporate limits on the west, and Federal Highway on the east; except for the portion lying south of N.E. 4th street and east of Andrews Avenue between Broward Boulevard and Federal Highway (generally depicted on the map below).



Northwest-Progresso-Flagler Heights Community Redevelopment Area Map

The Agency has approved a series of incentive programs (Program or collectively Programs). Each Program is designed to achieve one or more of the following objectives:

- Achieve/accelerate the goals of the Plan and other planning documents;
- Improve the overall economic vitality and quality of life in the CRA;
- Support existing businesses in and attract new businesses to the CRA, with a priority to attract businesses most needed in the CRA (2008 NPF CRA Implementation Plan: grocery stores, drug stores, clothing stores, general merchandise stores, family-oriented restaurants, ice cream shops, coffee shops, newspaper/magazine stands, destination retail, art studios, creative arts business, micro-breweries, professional services, small theatres (movies and live performances), fish markets, and fitness facilities);
- Supports the financial health, expansion, and success of existing businesses in the CRA;
- Stimulates new development/investment to the CRA;
- Creates a sense of urgency for property owners and investors; and/or
- Other objectives specific to each Program.

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COMMERCIAL PROGRAMS

1. COMMERCIAL FACADE IMPROVEMENT PROGRAM (CFIP)

Goals/Objectives: Eliminate slum and blight, remove deterioration, and update the exteriors of existing buildings, with an emphasis on improving the viability of healthy retail uses. Furthermore, the intent of this program is to create active walking areas by increasing the "curb appeal" of the business corridors in the CRA.

Eligible Area: All properties within the CRA. There is a designated Focus Area defined as Sistrunk Boulevard between NW 24 Avenue and the FEC Railway, including one block north and south of Sistrunk Boulevard; as well as, 9th Avenue (*between Sunrise Boulevard and Broward Boulevard*), and 7th Avenue (*between Sunrise Boulevard and Broward Boulevard*).

Eligible Properties: Existing commercial and mixed-use buildings with commercial elements in the CRA with uses permitted by applicable land use codes or approved conditional uses.

Eligible Project Costs: Generally, all costs associated with exterior improvements which include, but are not limited to: entry doors, windows, lighting, shade canopy, sidewalks, signage, parking, restoration, and/or rehabilitation are eligible for consideration (*including costs for associated with architectural, engineering, permit and application fees*). The proposed Project must comply with the CRA Plan, urban design guidelines, applicable land use regulations, and current code requirements, subject to review/approval by the City of Fort Lauderdale Planning Division, Code Compliance Division, and CRA staff.

Basis/Limits of Benefits: Throughout the CRA, a CFIP award will provide a forgivable loan for up to 75% of the eligible costs not to exceed $125,000. In the CRA Focus Area, a CFIP award will provide a forgivable loan for up to 90% of the eligible costs not to exceed $125,000. Commercial Properties located on Sistrunk Boulevard, between NW 24 Avenue and the FEC Railway will be awarded a forgivable loan for 100% of the eligible costs, not to exceed $75,000.

If the costs in the focus area exceed $75,000, an owner's cash investment of 5% is required for the portion that exceeds the $75,000.

In the case of multiple structures on a single property, the CRA Board (and/or designee), at its sole discretion, may consider a forgivable loan application for each structure subject to the terms, conditions, and limits applicable to location of the subject property. The Agency, at its sole discretion, may consider increasing the funding limits on a case-by-case basis.

Job Creation and Retention Requirements: Job creation and/or job retention or another approved performance indicator may be a requirement for assistance provided through this program.

Terms and Obligations: The program award will have ongoing obligations/covenants, which includes but is not limited to a lien on the applicant's property.

Special Conditions: There must be a documented selection process for the General Contractors selected for this project. The CRA recommends the use of General Contractors from its approved contractor list. A CRA / City approved contractor must be used for projects where 60% or more of the costs are paid by the CRA.

2. PROPERTY AND BUSINESS IMPROVEMENT PROGRAM (PBIP)

Goals/Objectives: Eliminate slum and blight, remove deterioration, and improve the "energy efficiency" of existing buildings in the CRA, with an emphasis on bringing these buildings up to current building codes and making them more viable for occupancy. The program provides funding for interior and exterior improvements for mixed-use or commercial projects. Additionally, this program seeks to improve the operating efficiency of existing restaurants in the CRA and attract new restaurants to the CRA, with an emphasis on creating a dining destination within the City.

Eligible Area: All properties within the CRA. There is a designated Focus Area defined as Sistrunk Boulevard between NW 24 Avenue and the FEC Railway, including one block north and south of Sistrunk Boulevard; as well as, 9th Avenue (*between Sunrise Boulevard and Broward Boulevard*), and 7th Avenue (*between Sunrise Boulevard and Broward Boulevard*).

Eligible Properties: Existing commercial and mixed-use buildings with commercial elements in the CRA with uses permitted by applicable land use codes or approved conditional uses. Existing and new properties with retail/commercial food preparation uses within the CRA as permitted by applicable land use codes or approved conditional uses, with a particular emphasis on retail restaurants.

Eligible Project Costs: Generally, all costs associated with substantial renovation and new construction, including interior improvements, restoration, rehabilitation, and permanently attached fixtures/systems are eligible for consideration (Project). Additionally, eligible costs include *architectural, engineering, permit fees, application fees*, property taxes, tax liens, City liens and property insurance. The proposed Project must comply with the Plan, CRA urban design guidelines, applicable land use regulations, and current code requirements, subject to review/approval by the City of Fort Lauderdale Planning Division, Code Compliance Division, and CRA staff.

Substantial renovation means the cost of rehabilitation/renovation exceeds 50% of the current property value, as indicated by Broward County Property Appraiser or private appraisal.

Eligible Restaurant and Kitchen Related Costs: Generally, all costs specific to commercial kitchen improvements and permanently attached commercial-grade kitchen equipment/systems are eligible for consideration (Project). The proposed Project must comply with the Plan, CRA urban design guidelines, applicable land use regulations, and current code requirements, subject to review/approval by the City of Fort Lauderdale Planning Division, Code Compliance Division, and CRA staff. The kitchen design/engineering, construction materials, and equipment/systems must comply with applicable industry standards, such as: Dairy and Food Industries Supply Association, Inc. (3-A), United States Department of Agriculture (USDA), Food and Drug Administration (FDA), American Welding Society (AWS), Occupational Safety and Health Association (OSHA), American Society of Testing Materials (ASTM), American National Standards Institute (ANSI), Current Good Manufacturing Practices (CGMPs), and National Electrical Manufacturer's Association (NEMA). The kitchen and its equipment will comply with all local health and safety requirements that apply to food produced for sale.

Job Creation and Retention Requirements: Job creation and/or job retention or another approved performance indicator may be a requirement for assistance provided through this program.

Basis/Limits of Benefits: Throughout the CRA, a PBIP award will provide a forgivable loan for up to 75% of the eligible costs not to exceed $225,000. In the Focus Area, the program award will provide a forgivable loan for up to 90% of the eligible costs not to exceed $225,000. In the Focus Area, owner's equity investment for funding requests that do not exceed $150,000, will be determined on a case-by-case review. The CRA Board (and/or designee), at its sole discretion, may consider increasing the funding limits and equity investment requirements on a case-by-case basis.

For projects outside of the Focus Area, in order to be eligible for the PBIP, the business/property owner may be required to invest at a minimum, a dollar-for-dollar match of the CRA investment within the project. The CRA's project contribution cannot exceed the documented contribution of the business/project owner.

Terms and Obligations: The program award will have ongoing obligations/covenants, which includes, but is not limited to a lien on the applicant's property.

Special Conditions: There must be a documented selection process for the General Contractors selected for the applicants project. The City recommends the use of

General Contractors from its approved contractor list. A CRA / City approved contractor must be used for projects where 60% or more of the costs are paid by the CRA. Contractors on the City/CRA contractor list, must be invited to bid on all work solicited by the project owner/developer.

3. STREETSCAPE ENHANCEMENT PROGRAM (SEP)

Goals/Objectives: Eliminate slum and blight by encouraging projects to demonstrate high quality urban and environmental design and sustainability, thus creating a higher quality environment and sense of place by enhancing the public realm across the CRA.

This program will also allow the CRA to provide land as an incentive via donation and/or purchase. In order to be eligible for the SEP, the business/property owner must invest at a minimum, a dollar-for-dollar match of the CRA investment within the project. The CRA's project contribution cannot exceed the documented contribution of the business/project owner.

Eligible Area: All properties within the CRA. There is a designated Focus Area defined as Sistrunk Boulevard between NW 24 Avenue and the FEC Railway, including one block north and south of Sistrunk Boulevard; as well as, 9th Avenue (*between Sunrise Boulevard and Broward Boulevard*), and 7th Avenue (*between Sunrise Boulevard and Broward Boulevard*).

Eligible Properties: All existing and new buildings in the CRA approved for commercial, multifamily, or mixed use.

Eligible Project Costs: Generally, all costs associated with enhanced (features/finishes beyond mandatory City requirements) streetscape improvements constructed on or within the public right-of-way are eligible for consideration (Project). The proposed improvements must comply with CRA design guidelines for the particular street on which the project is located, the Plan, the City of Fort Lauderdale Complete Street Guidelines, the CRA Implementation Plan, the Downtown Master Plan (as applicable), and the Fort Lauderdale Connectivity Master Plan. Design/engineering must be consistent with City, county and state requirements for roadway design/construction.

Job Creation and Retention Requirements: Job creation and/or job retention or another approved performance indicator may be a requirement for assistance provided through this program.

Basis/Limits of Benefits: Throughout the CRA, a SEP award will provide a forgivable loan for up to 70% of the eligible costs not to exceed $500,000. In the Focus Area, the program award will provide a forgivable loan for up to 90% of the eligible costs not to exceed $500,000. The CRA Board (and/or designee), at its sole discretion, may consider increasing the funding limits on a case-by-case basis.

Terms and Obligations: The program award will have ongoing obligations / covenants, which includes, but is not limited to a lien on the applicant's property.

Special Conditions: There must be a documented process for the General Contractors and sub-contractors selected for the project. The CRA / City encourage the use of contractors from its approved contractor list. Contractors on the City/CRA contractor list, must be invited to bid on all work solicited by the project owner/developer.

4. DEVELOPMENT INCENTIVE PROGRAM (DIP)

Goals/Objectives: This program seeks to eliminate slum and blight by attracting new businesses to the CRA or existing businesses to expand within the CRA. DIP is a custom designed incentive to meet the appropriate needs of a specific development project in the CRA that represents an investment / total project cost of five ($5,000,000) million dollars or more and creates a significant economic engine or destination project in the CRA.

This program will allow the CRA to use any of its incentive programs and options, including tax abatement, fee waivers, land donation and/or purchase, etc.

In order to be eligible for the DIP, the business/property owner must invest at a minimum, a dollar-for-dollar match of the CRA investment within the project. The CRA's project contribution cannot exceed the documented contribution of the business/project owner.

Eligible Area: All properties within the CRA. There is a designated Focus Area defined as Sistrunk Boulevard between NW 24 Avenue and the FEC Railway, including one block north and south of Sistrunk Boulevard; as well as, 9th Avenue (*between Sunrise Boulevard and Broward Boulevard*), and 7th Avenue (*between Sunrise Boulevard and Broward Boulevard*).

Eligible Properties: Commercial and/or mixed-use projects in the CRA with uses permitted by applicable land use codes or approved conditional uses.

Eligible Project Costs: Generally, all costs associated with the CRA desired redevelopment project (Project), including costs and fee's associated with

acquisition, rehabilitation and fines. The proposed Project must comply with the Plan, CRA urban design guidelines, applicable land use regulations, and current code requirements, subject to review/approval by the City of Fort Lauderdale Planning Division, Code Compliance Division, and CRA staff.

Job Creation and Retention Requirements: Job creation and/or job retention or another approved performance indicator may be a requirement for assistance provided through this program.

Basis/Limits of Benefits: Throughout the CRA, a DIP award (*with no minimum or maximum amount*) will provide a forgivable loan or low interest loan to assist the eligible project. The CRA Staff will review the project and recommend a funding plan/strategy and amount to the CRA Advisory Board and CRA Board.

Terms and Obligations: The program award will have ongoing obligations/covenants, which may include, but is not limited to a lien on the applicant's property.

Special Conditions: Where possible, the developer will use best efforts to hire Fort Lauderdale contractors to work on approved projects. If a HCD/CRA approved contractor is awarded work, it will be for the portion of the project that is funded through the CRA.

5. PROPERTY TAX REIMBURSEMENT (PTR)

Goals/Objectives: Eliminate slum and blight, remove deterioration, update existing buildings, and encourage new investment/development with an emphasis on enhancing the overall CRA, improving the quality of existing buildings within the CRA, and attracting new construction to the CRA.

Eligible Area: All properties within the CRA that are owned by an organization that fully contributes to the tax increment income.

Eligible Properties: All commercial, multifamily, or mixed-use (residential/commercial) buildings in the CRA with uses permitted by applicable land use codes or approved conditional uses that have had substantial capital improvements or new construction.

Substantial capital improvements means the cost of rehabilitation/renovation exceeds 50% of the current property value, as indicated by Broward County Property Appraiser or private appraisal.

Eligible Project Costs: The benefits of this Program are not directly based on Project costs. Rather, the benefits of this Program are based on capital improvements on existing properties or the development cost of new buildings that result in a substantial increase of Ad Valorem Tax (Property Tax). The property owner will only be entitled to the incremental tax increase generated by project that would be returned to the CRA as tax increment revenue. The proposed Project must comply with the Plan, CRA urban design guidelines, and applicable land use regulations, subject to review/approval by the City of Fort Lauderdale Planning Division and CRA staff. All construction work must be performed by licensed contractors with required building permits and progress inspections.

Basis/Limits of Benefits: PTR is a reimbursement and payment disbursed upon verification that property taxes for the year has been paid. A PTR award will run for a maximum of five (5) years and the limits are as follows:

- Year 1 – 95% of real property Ad Valorem taxes returned to the CRA as tax increment revenue
- Year 2 – 90% of real property Ad Valorem taxes returned to the CRA as tax increment revenue
- Year 3 – 85% of real property Ad Valorem taxes returned to the CRA as tax increment revenue
- Year 4 – 80% of real property Ad Valorem taxes returned to the CRA as tax increment revenue
- Year 5 – 75% of real property Ad Valorem taxes returned to the CRA as tax increment revenue

Applicant: The property owner /developer (Owner) must be the applicant. A PTR award will have ongoing obligations/covenants, which will be protected by a lien on the applicant's property.

Special Conditions: Where possible, the developer will use best efforts to hire Fort Lauderdale contractors to work on approved projects. If a HCD/CRA approved contractor is awarded work, it will be for the portion of the project that is funded through the CRA.

RESIDENTIAL PROGRAMS

6. RESIDENTIAL REHABILITATION FORGIVABLE LOAN (RRG)

Goals/Objectives: Eliminate slum and blight, remove deterioration, and update the exteriors of existing residential buildings, with an emphasis on generally enhancing the residential neighborhoods in the CRA and to correct code violations, health and safety issues including but not limited to electrical, plumbing, roofing, windows, ac/heating and structural items including emergency repair.

Eligible Area: All properties within the CRA. There is a designated Focus Area defined as Sistrunk Boulevard between NW 24 Avenue and the FEC Railway, including one block north and south of Sistrunk Boulevard; as well as, 9th Avenue (*between Sunrise Boulevard and Broward Boulevard*), and 7th Avenue (*between Sunrise Boulevard and Broward Boulevard*).

Target Client: Individuals and/or families that occupy their homesteaded property. The annual household income cannot exceed 160% of the Area Median Income (AMI).

Eligible Properties: Existing single family residential properties, with an emphasis on properties within the Focus Area, whose appraised value does not exceed $300,000.

Eligible Project Costs: Generally, all costs associated with interior and exterior improvements, restoration, and/or rehabilitation are eligible for consideration (Project). The proposed Project must comply with the Plan, CRA urban design guidelines, and applicable land use regulations, subject to review/approval by the City of Fort Lauderdale Planning Division and CRA staff.

Basis/Limits of Benefits: The maximum award for the RRG is $75,000. Throughout the CRA and Focus Area, a RRG award will provide assistance to owner occupied single family homes. Owners will not require a contribution if the rehabilitation costs do not exceed a CRA award amount of $55,000.

An owner cash contribution of 10% is required if the costs of the repair exceeds the available CRA funds. The owners' cash contribution will be based on the costs that exceed $55,000.

The CRA Board (and/or designee), at its sole discretion, may consider increasing the funding limits on a case-by-case basis.

Terms and Obligations: The program award will require an application and review process. The RRG will have ongoing obligations/covenants, which includes, but is not limited to a forgivable loan / lien on the applicant's property. The maximum

household income of the families assisted in this program cannot exceed 160% of the Area Median Income (AMI). The City/CRA will develop the scope of work for each project.

General Contractor: There must be a documented selection process for the General Contractor used for the project. Owner-occupied single family rehabilitation must use an approved General Contractor from the City's approved contractor list.

7. PURCHASE ASSISTANCE PROGRAM (PAP)

Goals/Objectives: To provide assistance to for profit and not for profit organizations to construct single family homes on CRA and/or City owned infill housing lots, for the benefit of eligible families to purchase. The assistance provided to the organization must be passed through to the eligible family to purchase the property.

Eligible homebuyers must be identified by the organization and submitted to the CRA for eligibility review and approval.

Developers that are interested in using the Purchase Assistance Program for construction or construction related costs must provide proof that they have complied with the Consultants' Competitive Negotiation Act (CCNA). CCNA applies to the procurement of certain professional services, including architecture, engineering, landscape architecture, or registered surveying and mapping.

Eligible Area: The Focus Area of the NWPF CRA.

Target Client: Eligible individuals and/or families that are purchasing a property they will occupy as their primary and homesteaded residence.

Eligible Properties: Existing residential CRA and City-owned residential lots within the NWPF CRA boundary.

Basis/Limits of Benefits: Throughout the CRA a PAP award will provide down payment and closing cost assistance to the eligible homebuyer. Assistance to the homebuyer from the CRA cannot exceed $45,000 and is based on affordability needs.

Terms and Obligations: The program award will require an application and review process. The PAP award will have ongoing obligations/covenants, which includes, but is not limited to a forgivable loan and lien on the applicant's property. All properties will require owner occupancy and the maximum household income of the individuals or families assisted in this program cannot exceed 160% of the Area Median Income (AMI).

General Contractor: The General Contractor selected must come from the City's/CRA's approved contractor list.



City of Fort Lauderdale Community Redevelopment Agency
Northwest-Progresso-Flagler Heights Community Redevelopment Area
PROPOSED Incentives Modification

NON-RESIDENTIAL INCENTIVE PROGRAMS

Goal: To encourage private participation in the undertaking the preservation, rehabilitation, and redevelopment of the NPF-CRA consistent with the outlined community redevelopment program and strategies outlines in the Redevelopment Plan.

Program Types:

1. **NON-RESIDENTIAL FACADE IMPROVEMENT PROGRAM (NRFIP)**
2. **PROPERTY AND BUSINESS IMPROVEMENT PROGRAM (PBIP)**
3. **STREETSCAPE ENHANCEMENT PROGRAM (SEP)**
4. **DEVELOPMENT INCENTIVE PROGRAM (DIP)**
5. **PROPERTY TAX REIMBURSEMENT (PTR)**

Focus Areas of Non-residential Incentive Programs:

- Focus Area 1: Properties adjacent to Sistrunk Boulevard between NW 24 Avenue and the FEC Railway, including one block north and south of Sistrunk Boulevard;
- Focus Area 2: Properties adjacent to Northwest 9th Avenue between Sunrise Boulevard and Broward Boulevard,
- Focus Area 3: Properties adjacent to Northwest 7th Avenue between Sunrise Boulevard and Broward Boulevard.
- Focus Area 4: The Progresso commercial revitalization project area defined by the Redevelopment Plan as the commercial-industrial area between Sistrunk Boulevard and Sunrise Boulevard and N.W. 9th Avenue and N.W. 5th Avenue.

Funding Restrictions: Incentive funds may not be used to directly fund:

1. Socially benefiting programs; or
2. Inherently religious activities.*

**U.S. Department of Housing and Urban Development Notice CPD 04-10 will be used to evaluate applications from faith-based organizations.*

Administrative Approval: Means the CRA Executive Director is authorized to administratively approve awards. CRA Staff shall provide the Northwest Progresso Flagler Heights Redevelopment Advisory Board with a notice of intent when submitting a project to the Executive Director for administrative approval. Such notice shall provide the name of the project, name of the applicant, project location, project cost, a summary of the project scope of work, and proposed award amount.

The Agency may recommend an increase the funding limits on a case-by-case basis.

1. NON-RESIDENTIAL FACADE IMPROVEMENT PROGRAM (NRFIP)

Objective: To eliminate slum and blight, remove deterioration; update exteriors of existing buildings in a manner that improves conditions of non-residential areas.

Eligible Projects:

1. Improvements to an existing building within the NPF-CRA designed and used for:
    a. Non-residential use, or
    b. Mixture of uses containing a combination of residential dwelling units with commercial retail sales, service, office uses or any combination thereof as permitted by the Unified Land Development Regulations, City of Fort Lauderdale.

    The proposed project must comply with the CRA Redevelopment Plan, urban design guidelines, applicable land use regulations, and current code requirements.

Eligible Project Costs:

1. All costs associated with exterior improvements which include but are not limited to: entry doors, windows, lighting, shade canopy, sidewalks, signage, and parking facilities the further the objectives of this incentive.
2. Cost of restoration, rehabilitation or both of exterior building are eligible for consideration.
3. Costs of associated with design and permitting of exterior improvements, restoration, or rehabilitation such as architectural, engineering, permit and application fees.

Award Guidelines:

CRA Area:

- 75% of the eligible costs not to exceed $125,000.

Focus Areas:

- 90% of the eligible project costs not to exceed $125,000.
- 100% of the eligible project costs not to exceed $75,000.
- Project costs that exceed the initial $75,000 may be funded if the owner provides cash investment of 5% of the additional cost.

Administrative Approval:

Not to exceed $100,000

Funding Conditions:

- Applicants shall propose a performance measure that demonstrates how the project contributes to the elimination or prevention of slum and blight. Job creation or job retention is an example of a performance indicator that may be required to fulfill this requirement.
- The program award will have ongoing obligations or covenants, which includes but is not limited to a lien on the applicant's property.
- In the case of multiple structures on a single property, the CRA Board (and/or designee), at its sole discretion, may consider a forgivable loan application for each structure subject to the terms, conditions, and limits applicable to location of the subject property.
- There must be a documented selection process for the General Contractors selected for this project. The CRA recommends the use of General Contractors from its approved contractor list.
- A CRA or City approved contractor must be used for projects where 60% or more of the project costs are paid by the CRA.

2. PROPERTY AND BUSINESS IMPROVEMENT PROGRAM (PBIP)

Objectives: Eliminate slum and blight, remove deterioration, retrofitting and rehabilitation of structures to remove undesirable uses, improve the "energy efficiency" of existing buildings in the CRA, or renovations designed to bring the structure into compliance with the current building codes.

Eligible Projects:

1. Improvements to an existing building within the NPF-CRA designed and used for:
    a. Non-residential use, or
    b. Mixture of uses containing a combination of residential dwelling units with commercial retail sales, service, office uses or any combination thereof as permitted by the Unified Land Development Regulations, City of Fort Lauderdale.
2. Construction a new building within the NPF-CRA designed for:
    a. Non-residential use, or
    b. Mixture of uses containing a combination of residential dwelling units with commercial retail sales, service, office uses or any combination thereof as permitted by the Unified Land Development Regulations, City of Fort Lauderdale.

The proposed project must comply with the CRA Redevelopment Plan, urban design guidelines, applicable land use regulations, and current code requirements.

Eligible Project Costs:

1. All costs associated with interior and exterior renovation of existing non-residential buildings including interior improvements, restoration, rehabilitation, and permanently attached fixtures or systems.
2. All costs associated with construction of a new non-residential building.
3. Architectural, engineering, permit fees, application fees, property taxes, tax liens, City liens and property insurance.
4. All costs specific to commercial kitchen improvements and permanently attached commercial-grade kitchen equipment or systems. The kitchen design or engineering, construction materials, and equipment or systems must comply with applicable industry standards, such as: Dairy and Food Industries Supply Association, Inc. (3-A), United States Department of Agriculture (USDA), Food and Drug Administration (FDA), American Welding Society (AWS), Occupational Safety and Health Association (OSHA), American Society of Testing Materials (ASTM), American National Standards Institute (ANSI), Current Good Manufacturing Practices (cGMPs), and National Electrical Manufacturer's Association (NEMA). The kitchen and its equipment will comply with all local health and safety requirements that apply to food produced for sale.

Award Guidelines:

CRA Area:

- 75% of the eligible costs not to exceed $225,000.

Focus Areas:

- 90% of the eligible project costs not to exceed $225,000.
- In the Focus Area, owner's equity investment for funding requests that do not exceed $150,000, will be determined on a case-by-case review. The CRA Board (and/or designee), at its sole discretion, may consider increasing the funding limits and equity investment requirements on a case-by-case basis.

Administrative Approval:

- Not to exceed $100,0000

Funding Conditions:

- Job Creation and Retention Requirements: Job creation and/or job retention or another approved performance indicator may be a requirement for assistance provided through this program.
- The CRA's project contribution cannot exceed the documented contribution of the business/project owner.
- Terms and Obligations: The program award will have ongoing obligations/covenants, which includes, but is not limited to a lien on the applicant's property.
- Special Conditions: There must be a documented selection process for the General Contractors selected for the applicants project. The City recommends the use of General Contractors from its approved contractor list.
- A CRA / City approved contractor must be used for projects where 60% or more of the costs are paid by the CRA. Contractors on the City/CRA contractor list, must be invited to bid on all work solicited by the project owner/developer.

3. STREETSCAPE ENHANCEMENT PROGRAM (SEP)

Objective: To enhance the exterior public space beginning at the face of a building extending to the adjacent right-of-way ("streetscape") with high quality urban and environmental design that creates a sense of place and eliminates slum and blight.

Eligible Projects:

1. Streetscape improvements for an existing building within the NPF-CRA designed and used for:
    a. Non-residential use, or
    b. Mixture of uses containing a combination of residential dwelling units with commercial retail sales, service, office uses or any combination thereof as permitted by the Unified Land Development Regulations, City of Fort Lauderdale.
2. Streetscape improvements associated with the construction of a new building within the NPF-CRA designed for:
    a. Non-residential use, or
    b. Mixture of uses containing a combination of residential dwelling units with commercial retail sales, service, office uses or any combination thereof as permitted by the Unified Land Development Regulations, City of Fort Lauderdale.

Eligible Project Costs: All costs associated with enhanced (features/finishes beyond mandatory City requirements) streetscape improvements constructed on or within the public right-of-way. The proposed improvements may include, but not be limited to, landscaped medians and plantings, street trees, benches, and streetlights as well as fences, yards, porches, and awnings and must comply with CRA design guidelines for the particular street on which the project is located, the Plan, the City of Fort Lauderdale Complete Street Guidelines, the CRA Implementation Plan, the Downtown Master Plan (as applicable), and the Fort Lauderdale Connectivity Master Plan. Design/engineering must be consistent with City, county and state requirements for roadway design/construction.

Award Guidelines:

CRA Area:

- 70% of the eligible costs not to exceed $500,000.
- The CRA Board (and/or designee), at its sole discretion, may consider increasing the funding limits on a case-by-case basis subject to a dollar for dollar match by the applicant

Focus Areas:

- 90% of the eligible project costs not to exceed $500,000.

Administrative Approval:

- Not to exceed $100,0000

Funding Conditions:

- Job Creation and Retention Requirements: Job creation and/or job retention or another approved performance indicator may be a requirement for assistance provided through this program.
- Terms and Obligations: The program award will have ongoing obligations / covenants, which includes, but is not limited to a lien on the applicant's property.
- Special Conditions: There must be a documented process for the General Contractors and sub-contractors selected for the project. The CRA / City encourage the use of contractors from its approved contractor list. Contractors on the City/CRA contractor list, must be invited to bid on all work solicited by the project owner/developer.

3. DEVELOPMENT INCENTIVE PROGRAM (DIP)

Objectives: This program seeks to eliminate slum and blight by attracting new businesses to the CRA or existing businesses to expand within the CRA. DIP is a custom designed incentive to meet the appropriate needs of a specific development project in the CRA that represents an investment or total project cost that exceeds five ($5,000,000) million dollars and creates a significant economic engine or destination project in the CRA.

Eligible Properties:

1. Improvements to an existing building within the NPF-CRA designed and used for:
    a. Non-residential use, or
    b. Mixture of uses containing a combination of residential dwelling units with commercial retail sales, service, office uses or any combination thereof as permitted by the Unified Land Development Regulations, City of Fort Lauderdale.
2. Construction a new building within the NPF-CRA designed for:
    a. Non-residential use, or
    b. Mixture of uses containing a combination of residential dwelling units with commercial retail sales, service, office uses or any combination thereof as permitted by the Unified Land Development Regulations, City of Fort Lauderdale.

The proposed project must comply with the CRA Redevelopment Plan, urban design guidelines, applicable land use regulations, and current code requirements.

Eligible Project Costs: All costs associated with the CRA desired redevelopment project (Project), including costs and fee's associated with acquisition, rehabilitation and fines. The proposed Project must comply with the Plan, CRA urban design guidelines, applicable land use regulations, and current code requirements, subject to review or approval by the City of Fort Lauderdale Planning Division, Code Compliance Division, and CRA staff.

Award Guidelines:

- DIP award (with no minimum or maximum amount) will provide a forgivable loan or low interest loan to assist the eligible project. The CRA Staff will review the project and recommend a funding plan/strategy and amount to the CRA Advisory Board and CRA Board.
- This program will allow the CRA to use any of its incentive programs and options, including tax abatement, fee waivers, land donation and/or purchase, etc.
- In order to be eligible for the DIP, the business/property owner must invest at a minimum, a dollar-for-dollar match of the CRA investment within the project. The CRA's project contribution cannot exceed the documented contribution of the business/project owner

Funding Conditions:

- Job Creation and Retention Requirements: Job creation and/or job retention or another approved performance indicator may be a requirement for assistance provided through this program.
- Terms and Obligations: The program award will have ongoing obligations/covenants, which may include, but is not limited to a lien on the applicant's property.
- Special Conditions: Where possible, the developer will use best efforts to hire Fort Lauderdale contractors to work on approved projects. If a HCD/CRA approved contractor is awarded work, it will be for the portion of the project that is funded through the CRA.

4. PROPERTY TAX REIMBURSEMENT (PTR)

Goals: Eliminate slum and blight, remove deterioration, update existing buildings, and encourage new investment/development with an emphasis on enhancing the overall CRA, improving the quality of existing buildings within the CRA, and attracting new construction to the CRA.

Eligible Project:

All properties used for non-residential, multifamily, or a Mixture of uses containing a combination of residential dwelling units with commercial retail sales, service, office uses or any combination thereof within NPF-CRA that generate ad-valorem tax revenue which contribute to the tax increment funds deposited in the redevelopment trust fund for the NPF CRA .

substantial capital improvements or new construction.

Substantial capital improvements means the cost of rehabilitation/renovation exceeds 50% of the current property value, as indicated by Broward County Property Appraiser or private appraisal.

Eligible Project Costs: The benefits of this Program are not directly based on Project costs. Rather, the benefits of this Program are based on capital improvements on existing properties or the development cost of new buildings that result in a substantial increase of Ad Valorem Tax (Property Tax). The property owner will only be entitled to the incremental tax increase generated by project that would be returned to the CRA as tax increment revenue. The proposed Project must comply with the Plan, CRA urban design guidelines, and applicable land use regulations, subject to review/approval by the City of Fort Lauderdale Planning Division and CRA staff. All construction work must be performed by licensed contractors with required building permits and progress inspections.

Award Guidelines:

PTR provides for the reimbursement of ad valorem property taxes paid. A PTR award will run for a maximum of five (5) years and the limits are as follows:

- Year 1 – 95% of real property Ad Valorem taxes returned to the CRA as tax increment revenue
- Year 2 – 90% of real property Ad Valorem taxes returned to the CRA as tax increment revenue
- Year 3 – 85% of real property Ad Valorem taxes returned to the CRA as tax increment revenue
- Year 4 – 80% of real property Ad Valorem taxes returned to the CRA as tax increment revenue
- Year 5 – 75% of real property Ad Valorem taxes returned to the CRA as tax increment revenue

Funding Conditions:

- Applicant: The property owner /developer (Owner) must be the applicant. A RFIG award will have ongoing obligations/covenants, which will be protected by a lien on the applicant's property.
- Special Conditions: Where possible, the developer will use best efforts to hire Fort Lauderdale contractors to work on approved projects. If a HCD/CRA approved contractor is awarded work, it will be for the portion of the project that is funded through the CRA.
- Program Terminates November , 2020

NEIGHBORHOOD HOUSING IMPROVEMENT INCENTIVE PROGRAMS

Goal: To preserve, enhance and protect the residential character and scale of the Northwest District and provide for new housing and improved neighborhood services while also encouraging new residential and commercial development within an urban village design approach for the Flagler Heights RAC Area consistent with the strategies of the Neighborhood Housing Improvement Program of the NPF-CRA Redevelopment Plan.

Program Types:

1. **RESIDENTIAL REHABILITATION FORGIVABLE LOAN (RRG)**
2. **PURCHASE ASSISTANCE PROGRAM (PAP)**

Funding Restrictions: Incentive funds may not be used to directly fund:

1. Socially benefiting programs; or
2. Inherently religious activities.*

**U.S. Department of Housing and Urban Development Notice CPD 04-10 will be used to evaluate applications from faith-based organizations.*

Administrative Approval: Means the CRA Executive Director is authorized to administratively approve awards. CRA Staff shall provide the Northwest Progresso Flagler Heights Redevelopment Advisory Board with a notice of intent when submitting a project to the Executive Director for administrative approval. Such notice shall provide the name of the project, name of the applicant, project location, project cost, a summary of the project scope of work, and proposed award amount.

The Agency may recommend an increase the funding limits on a case-by-case basis.

1. RESIDENTIAL REHABILITATION FORGIVABLE LOAN (RRG)

Objectives: Housing preservation by providing funds to eligible homeowners to correct code violations and to address health and safety issues, which include but are not limited to electrical, plumbing, roofing, windows, AC/ Heating and structural items.

Eligible Area:

- Northwest District defined as
- Flagler Heights RAC defined as

Target Participants: Individuals rehabilitating their primary, homesteaded residence and have an annual household income that does not exceed 160% of the Area Median Income (AMI).

Eligible Projects: Existing owner occupied single family residence with an appraised value less than $300,000.

Eligible Project Costs: Generally, all costs associated with interior and exterior improvements, restoration, and/or rehabilitation are eligible for consideration (Project). The proposed Project must comply with the Plan, CRA urban design guidelines, and applicable land use regulations, subject to review/approval by the City of Fort Lauderdale Planning Division and CRA staff.

Funding Guidelines:

- The maximum award is $75,000.
- Owners will not be required to contribute funds if the rehabilitation costs do not exceed a CRA award amount of $55,000.
- An owner cash contribution of 10% is required if the costs of the repair exceeds the available CRA funds. The owners' cash contribution will be based on the costs that exceed $55,000.

Administrative Approval:

- Not to exceed $50,0000

The CRA Board (and/or designee), at its sole discretion, may consider increasing the funding limits on a case-by-case basis.

Terms and Obligations: The program award will require an application and review process. The RRG will have ongoing obligations/covenants, which includes, but is not limited to a lien on the applicant's property. The maximum household income of the families assisted in this program cannot exceed 160% of the Area Median Income (AMI). The City/CRA will develop the scope of work for each project.

General Contractor: There must be a documented selection process for the General Contractor used for the project. Owner-occupied single family rehabilitation must use an approved General Contractor from the City's approved contractor list.

2. PURCHASE ASSISTANCE PROGRAM (PAP)

Objectives: To provide down payment and closing cost assistance to eligible participants seeking to purchase and occupy as their primary residence a single family home within the NPF-CRA constructed on a previously City or CRA owned lot, vacant or abandoned structure to prevent the creation of blighted conditions within the CRA.

Eligible Participants: Individuals purchasing a property for the purposes of occupying as their primary and homesteaded residence.

Eligible Properties: Funds may be used towards the purchased of:

1. New residential single family home constructed on CRA-owned property within the NPF CRA boundary. (Target Property)
2. New residential single family home constructed on City-owned property within the NPF CRA boundary.
3. Formerly vacant of abandoned structure rehabilitated for single family residential use within the NPF CRA boundary.

Funding Guidelines:

- Award cannot exceed $45,000.
- All properties must be owner occupied
- The maximum household income of the individuals or families assisted in this program cannot exceed 160% of the Area Median Income (AMI).

Administrative Approval:

- Not to exceed $50,0000

Terms and Obligations: The program award will require an application and review process. The PAP award will have ongoing obligations and covenants, which include, but are not limited to a lien on the applicant's property.

Community Redevelopment Area Incentive Programs Comparison Sheet

Original Language	Proposed Language	Explanation of Changes
COMMERCIAL INCENTIVE PROGRAMS	NON-RESIDENTIAL INCENTIVE PROGRAMS	*Name change to reflect inclusion of not-for-profit entities*
	Goal: To encourage private participation in the undertaking the preservation, rehabilitation, and redevelopment of the NPF-CRA consistent with the outlined community redevelopment program and strategies outlined in the Redevelopment Plan.	*Goal taken from the Redevelopment Plan and applies to all non-residential projects within the CRA.*
	Focus Areas of Non-residential Incentive Programs: • Focus Area 1: Properties adjacent to Sistrunk Boulevard between NW 24 Avenue and the FEC Railway, including one block north and south of Sistrunk Boulevard; • Focus Area 2: Properties adjacent to Northwest 9th Avenue between Sunrise Boulevard and Broward Boulevard, including one block east and west of Northwest 9th Avenue • Focus Area 3: Properties adjacent to Northwest 7th Avenue between Sunrise Boulevard and Broward Boulevard, including one block east and west of Northwest 7th Avenue. • Focus Area 4: The Progresso commercial revitalization project area defined by the Redevelopment Plan as the commercial-industrial area between Sistrunk Boulevard and Sunrise Boulevard and N.W. 9th Avenue and N.W. 5th Avenue.	• *Focus areas are components of each incentive program therefore rather than include the focus areas within the descriptions for each we define them in this new section that applies to all of the programs.* • *Addition of the Progresso commercial revitalization project area*
	Funding Restrictions: Incentive funds may not be used to directly fund: 1. Socially benefiting programs; or 2. Inherently religious activities.* **U.S. Department of Housing and Urban Development Notice CPD 04-10 will be used to evaluate applications from faith-based organizations.*	*Outlines the legal restrictions on the uses of incentive funds for not-for-profits projects.*
	Administrative Approval: Means the CRA Executive Director is authorized to administratively approve awards. The Agency may recommend an increase of the funding limits on a case-by-case basis.	*Administrative approval was established in 2016 but the definition of the term was not included in the documentation.*

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Original Language	Proposed Language	Explanation of Changes
COMMERCIAL FACADE IMPROVEMENT PROGRAM (CFIP)	NON-RESIDENTIAL FACADE IMPROVEMENT PROGRAM (NRFIP)	*Name changed to reflect inclusion of not-for-profit entities*
Goals/Objectives: Eliminate slum and blight, remove deterioration, and update the exteriors of existing buildings, with an emphasis on improving the viability of healthy retail uses. Furthermore, the intent of this program is to create active walking areas by increasing the "curb appeal" of the business corridors in the CRA.	Objective: To eliminate slum and blight, remove deterioration; update exteriors of existing buildings in a manner that improves conditions of non-residential areas.	*Revised to highlight the main objective of the NRFIP incentive.*
Eligible Area: All properties within the CRA. There is a designated Focus Area defined as Sistrunk Boulevard between NW 24 Avenue and the FEC Railway, including one block north and south of Sistrunk Boulevard; as well as, 9th Avenue (between Sunrise Boulevard and Broward Boulevard), and 7th Avenue (between Sunrise Boulevard and Broward Boulevard).	Eligible Projects: 1. Improvements to an existing building within the NPF-CRA designed and used for: a. Non-residential use, or b. Mixture of uses containing a combination of residential dwelling units with commercial retail sales, service, office uses or any combination thereof as permitted by the Unified Land Development Regulations, City of Fort Lauderdale. The proposed project must comply with the CRA Redevelopment Plan, urban design guidelines, applicable land use regulations, and current code requirements.	• *Eligible area deleted as redundant.* • *Focus areas are defined in another part of the document*
Eligible Properties: Existing commercial and mixed-use buildings with commercial elements in the CRA with uses permitted by applicable land use codes or approved conditional uses.		• *Reformatted as numbered list rather than paragraph form.* • *Changed commercial to non-residential*
Eligible Project Costs: Generally, all costs associated with exterior improvements which include, but are not limited to: entry doors, windows, lighting, shade canopy, sidewalks, signage, parking, restoration, and/or rehabilitation are eligible for consideration (including costs for associated with architectural, engineering, permit and application fees). The proposed Project must comply with the CRA Plan, urban design guidelines, applicable land use regulations, and current code requirements, subject to review/approval by the City of Fort Lauderdale Planning Division, Code Compliance Division, and CRA staff.	Eligible Project Costs: 1. All costs associated with exterior improvements which include but are not limited to: entry doors, windows, lighting, shade canopy, sidewalks, signage, and parking facilities the further the objectives of this incentive. 2. Cost of restoration, rehabilitation or both of exterior building are eligible for consideration. 3. Costs of associated with design and permitting of exterior improvements, restoration, or rehabilitation such as architectural, engineering, permit and application fees.	• *Reformatted as numbered list rather than paragraph form.* • *Code compliance sentence removed as redundant.*
Basis/Limits of Benefits: Throughout the CRA, a CFIP award will provide a forgivable loan for up to 75% of the eligible costs not to exceed $125,000. In the CRA Focus Area, a CFIP award will provide a forgivable loan for up to 90% of the eligible costs not to exceed $125,000. Commercial Properties located on Sistrunk Boulevard, between NW 24 Avenue and the FEC Railway will be awarded a forgivable loan for 100% of the eligible costs, not to exceed $75,000. If the costs in the focus area exceed $75,000, an owner's cash investment of 5% is required for the portion that exceeds the $75,000. In the case of multiple structures on a single property, the CRA Board (and/or designee), at its sole discretion, may	Award Guidelines: CRA Area: • 75% of the eligible costs not to exceed $125,000. Focus Areas: • 90% of the eligible project costs not to exceed $125,000. • 100% of the eligible project costs not to exceed $75,000. • Project costs that exceed the initial $75,000 may be funded if the owner provides cash investment of 5% of the additional cost. Administrative Approval: Not to exceed $100,000	• *Reformatted as bullet list rather than paragraph form. No change in funding amounts.* • *Administrative approval acknowledged in the document* • *Administrative approval level increased from $50,000 to $100,000.*

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consider a forgivable loan application for each structure subject to the terms, conditions, and limits applicable to location of the subject property. The Agency, at its sole discretion, may consider increasing the funding limits on a case-by-case basis.		
Job Creation and Retention Requirements: Job creation and/or job retention or another approved performance indicator may be a requirement for assistance provided through this program. Terms and Obligations: The program award will have ongoing obligations/covenants, which includes but is not limited to a lien on the applicant's property. Special Conditions: There must be a documented selection process for the General Contractors selected for this project. The CRA recommends the use of General Contractors from its approved contractor list. A CRA / City approved contractor must be used for projects where 60% or more of the costs are paid by the CRA.	<u>Funding Conditions:</u> • Applicants shall propose a performance measure that demonstrates how the project contributes to the elimination or prevention of slum and blight. Job creation or job retention is an example of a performance indicator that may be required to fulfill this requirement. • The program award will have ongoing obligations or covenants, which includes but is not limited to a lien on the applicant's property. • In the case of multiple structures on a single property, the CRA Board (and/or designee), at its sole discretion, may consider a forgivable loan application for each structure subject to the terms, conditions, and limits applicable to location of the subject property. • There must be a documented selection process for the General Contractors selected for this project. The CRA recommends the use of General Contractors from its approved contractor list. • A CRA or City approved contractor must be used for projects where 60% or more of the project costs are paid by the CRA.	• *Reformatted as bullet list rather than paragraph form.* • *Job creation and retention acknowledged as an example of a performance measure*

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Original Language	Proposed Language	Explanation of Changes
PROPERTY AND BUSINESS IMPROVEMENT PROGRAM (PBIP)		*No change*
Goals/Objectives: Eliminate slum and blight, remove deterioration, and improve the "energy efficiency" of existing buildings in the CRA, with an emphasis on bringing these buildings up to current building codes and making them more viable for occupancy. The program provides funding for interior and exterior improvements for mixed-use or commercial projects. Additionally, this program seeks to improve the operating efficiency of existing restaurants in the CRA and attract new restaurants to the CRA, with an emphasis on creating a dining destination within the City.	Objectives: Eliminate slum and blight, remove deterioration, retrofitting and rehabilitation of structures to remove undesirable uses, improve the "energy efficiency" of existing buildings in the CRA, or renovations designed to bring the structure into compliance with the current building codes.	*Revised to highlight the main objective of the PBIP incentive.*
Eligible Area: All properties within the CRA. There is a designated Focus Area defined as Sistrunk Boulevard between NW 24 Avenue and the FEC Railway, including one block north and south of Sistrunk Boulevard; as well as, 9th Avenue (between Sunrise Boulevard and Broward Boulevard), and 7th Avenue (between Sunrise Boulevard and Broward Boulevard).	Eligible Projects: 1. Improvements to an existing building within the NPF-CRA designed and used for: a. Non-residential use, or b. Mixture of uses containing a combination of residential dwelling units with commercial retail sales, service, office uses or any combination thereof as permitted by the Unified Land Development Regulations, City of Fort Lauderdale. 2. Construction a new building within the NPF-CRA designed for: a. Non-residential use, or b. Mixture of uses containing a combination of residential dwelling units with commercial retail sales, service, office uses or any combination thereof as permitted by the Unified Land Development Regulations, City of Fort Lauderdale. The proposed project must comply with the CRA Redevelopment Plan, urban design guidelines, applicable land use regulations, and current code requirements.	• *Eligible area deleted as redundant.* • *Focus areas are defined in another part of the document*
Eligible Properties: Existing commercial and mixed-use buildings with commercial elements in the CRA with uses permitted by applicable land use codes or approved conditional uses. Existing and new properties with retail/commercial food preparation uses within the CRA as permitted by applicable land use codes or approved conditional uses, with a particular emphasis on retail restaurants.		• *Reformatted as numbered list rather than paragraph form.*
Eligible Project Costs: Generally, all costs associated with substantial renovation and new construction, including interior improvements, restoration, rehabilitation, and permanently attached fixtures/systems are eligible for consideration (Project). Additionally, eligible costs include architectural, engineering, permit fees, application fees, property taxes, tax liens, City liens and property insurance. The proposed Project must comply with the Plan, CRA urban design guidelines, applicable land use regulations,	Eligible Project Costs: 1. All costs associated with interior and exterior renovation of existing non-residential buildings including interior improvements, restoration, rehabilitation, and permanently attached fixtures or systems. 2. All costs associated with construction of a new non-residential building. 3. Architectural, engineering, permit fees,	• *Reformatted as numbered list rather than paragraph form.*

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and current code requirements, subject to review/approval by the City of Fort Lauderdale Planning Division, Code Compliance Division, and CRA staff. Substantial renovation means the cost of rehabilitation/renovation exceeds 50% of the current property value, as indicated by Broward County Property Appraiser or private appraisal.	application fees, property taxes, tax liens, City liens and property insurance. 4. All costs specific to commercial kitchen improvements and permanently attached commercial-grade kitchen equipment or systems. The kitchen design or engineering, construction materials, and equipment or systems must comply with applicable industry standards, such as: Dairy and Food Industries Supply Association, Inc. (3-A), United States Department of Agriculture (USDA), Food and Drug Administration (FDA), American Welding Society (AWS), Occupational Safety and Health Association (OSHA), American Society of Testing Materials (ASTM), American National Standards Institute (ANSI), Current Good Manufacturing Practices (cGMPs), and National Electrical Manufacturer's Association (NEMA). The kitchen and its equipment will comply with all local health and safety requirements that apply to food produced for sale.	
Eligible Restaurant and Kitchen Related Costs: Generally, all costs specific to commercial kitchen improvements and permanently attached commercial-grade kitchen equipment/systems are eligible for consideration (Project). The proposed Project must comply with the Plan, CRA urban design guidelines, applicable land use regulations, and current code requirements, subject to review/approval by the City of Fort Lauderdale Planning Division, Code Compliance Division, and CRA staff. The kitchen design/engineering, construction materials, and equipment/systems must comply with applicable industry standards, such as: Dairy and Food Industries Supply Association, Inc. (3-A), United States Department of Agriculture (USDA), Food and Drug Administration (FDA), American Welding Society (AWS), Occupational Safety and Health Association (OSHA), American Society of Testing Materials (ASTM), American National Standards Institute (ANSI), Current Good Manufacturing Practices (cGMPs), and National Electrical Manufacturer's Association (NEMA). The kitchen and its equipment will comply with all local health and safety requirements that apply to food produced for sale.		Consolidate with other eligible project cost.
Job Creation and Retention Requirements: Job creation and/or job retention or another approved performance indicator may be a requirement for assistance provided through this program.	*See Funding Conditions Section below*	*Consolidated with funding conditions.*
Basis/Limits of Benefits: Throughout the CRA, a PBIP award will provide a forgivable loan for up to 75% of the eligible costs not to exceed $500,000. In the Focus Area, the program award will provide a forgivable loan for up to 90% of the eligible costs not to exceed $500,000. In the Focus Area, owner's equity investment for funding requests that do not exceed $150,000, will be determined on a case-by-case review. The CRA Board (and/or designee), at its sole discretion, may consider increasing the funding limits and equity investment requirements on a case-by-case basis. In order to be eligible for the PBIP, the business/property owner must invest at a minimum, a dollar-for-dollar match of the CRA investment within the project, if the project is not located within the focus area. The CRA's project	Award Guidelines: CRA Area: • 75% of the eligible costs not to exceed $225,000. Focus Areas: • 90% of the eligible project costs not to exceed $225,000. • In the Focus Area, owner's equity investment for funding requests that do not exceed $150,000, will be determined on a case-by-case review. The CRA Board (and/or designee), at its sole discretion, may consider increasing the funding limits and equity investment requirements on a case-by-case basis. Administrative Approval: • Not to exceed $100,0000	• *Reformatted as bullet list rather than paragraph form. No change in funding amounts.* • *Authorize administrative approval at $100,000.*

contribution cannot exceed the documented contribution of the business/project owner.		
Terms and Obligations: The program award will have ongoing obligations/covenants, which includes, but is not limited to a lien on the applicant's property. Special Conditions: There must be a documented selection process for the General Contractors selected for the applicants project. The City recommends the use of General Contractors from its approved contractor list. A CRA / City approved contractor must be used for projects where 60% or more of the costs are paid by the CRA. Contractors on the City/CRA contractor list, must be invited to bid on all work solicited by the project owner/developer.	Funding Conditions: • Job Creation and Retention Requirements: Job creation and/or job retention or another approved performance indicator may be a requirement for assistance provided through this program. • The CRA's project contribution cannot exceed the documented contribution of the business/project owner. • Terms and Obligations: The program award will have ongoing obligations/covenants, which includes, but is not limited to a lien on the applicant's property. • Special Conditions: There must be a documented selection process for the General Contractors selected for the applicants project. The City recommends the use of General Contractors from its approved contractor list. • A CRA / City approved contractor must be used for projects where 60% or more of the costs are paid by the CRA. Contractors on the City/CRA contractor list, must be invited to bid on all work solicited by the project owner/developer.	• *Reformatted as bullet list rather than paragraph form.*

Original Language	Proposed Language	Explanation of Changes
STREETSCAPE ENHANCEMENT PROGRAM (SEP)	*No change*	
Goals/Objectives: Eliminate slum and blight by encouraging projects to demonstrate high quality urban and environmental design and sustainability, thus creating a higher quality environment and sense of place by enhancing the public realm across the CRA. This program will also allow the CRA to provide land as an incentive via donation and/or purchase. In order to be eligible for the SEP, the business/property owner must invest at a minimum, a dollar-for-dollar match of the CRA investment within the project, if there project is not located in the focus area. The CRA's project contribution cannot exceed the documented contribution of the business/project owner.	Objective: To enhance the exterior public space beginning at the face of a building extending to the adjacent right-of-way ("streetscape") with high quality urban and environmental design that creates a sense of place and eliminates slum and blight.	*Revised to highlight the main objective of the SEP incentive.*
Eligible Area: All properties within the CRA. There is a designated Focus Area defined as Sistrunk Boulevard between NW 24 Avenue and the FEC Railway, including one block north and south of Sistrunk Boulevard; as well as, 9th Avenue (between Sunrise Boulevard and Broward Boulevard), and 7th Avenue (between Sunrise Boulevard and Broward Boulevard).	Eligible Projects: 1. Streetscape improvements for an existing building within the NPF-CRA designed and used for: a. Non-residential use, or b. Mixture of uses containing a combination of residential dwelling units with commercial retail sales, service, office uses or any combination thereof as permitted by the Unified Land Development Regulations, City of Fort Lauderdale. 2. Streetscape improvements associated with the construction of a new building within the NPF-CRA designed for: a. Non-residential use, or b. Mixture of uses containing a combination of residential dwelling units with commercial retail sales, service, office uses or any combination thereof as permitted by the Unified Land Development Regulations, City of Fort Lauderdale.	• *Eligible area deleted as redundant.* • *Focus areas are defined in another part of the document*
Eligible Properties: All existing and new buildings in the CRA approved for commercial, multifamily, or mixed use.		• *Reformatted as numbered list rather than paragraph form.*
Eligible Project Costs: Generally, all costs associated with enhanced (features/finishes beyond mandatory City requirements) streetscape improvements constructed on or within the public right-of-way are eligible for consideration (Project). The proposed improvements must comply with CRA design guidelines for the particular street on which the project is located, the Plan, the City of Fort Lauderdale Complete Street Guidelines, the CRA Implementation Plan, the Downtown Master Plan (as applicable), and the Fort Lauderdale Connectivity Master Plan. Design/engineering must be consistent with City, county and state requirements	Eligible Project Costs: All costs associated with enhanced (features/finishes beyond mandatory City requirements) streetscape improvements constructed on or within the public right-of-way. The proposed improvements may include, but not be limited to, landscaped medians and plantings, street trees, benches, and streetlights as well as fences, yards, porches, and awnings and must comply with CRA design guidelines for the particular street on which the project is located, the Plan, the City of Fort Lauderdale Complete Street Guidelines, the CRA Implementation Plan, the Downtown Master Plan (as applicable), and the Fort	

for roadway design/construction.	Lauderdale Connectivity Master Plan. Design/engineering must be consistent with City, county and state requirements for roadway design/construction.	
Job Creation and Retention Requirements: Job creation and/or job retention or another approved performance indicator may be a requirement for assistance provided through this program.	*See Funding Conditions Section below*	
Basis/Limits of Benefits: Throughout the CRA, a SEP award will provide a forgivable loan for up to 70% of the eligible costs not to exceed $500,000. In the Focus Area, the program award will provide a forgivable loan for up to 90% of the eligible costs not to exceed $500,000. The CRA Board (and/or designee), at its sole discretion, may consider increasing the funding limits on a case-by-case basis.	Award Guidelines: CRA Area: • 70% of the eligible costs not to exceed $500,000. • The CRA Board (and/or designee), at its sole discretion, may consider increasing the funding limits on a case-by-case basis subject to a dollar for dollar match by the applicant Focus Areas: • 90% of the eligible project costs not to exceed $500,000. Administrative Approval: • Not to exceed $100,0000	• *Reformatted as bullet list rather than paragraph form. No change in funding amounts.* • *Administrative approval acknowledged in the document* • *Administrative approval level increased from $50,000 to $100,000.*
Terms and Obligations: The program award will have ongoing obligations / covenants, which includes, but is not limited to a lien on the applicant's property.	Funding Conditions: • Job Creation and Retention Requirements: Job creation and/or job retention or another approved performance indicator may be a requirement for assistance provided through this program. • Terms and Obligations: The program award will have ongoing obligations / covenants, which includes, but is not limited to a lien on the applicant's property. • Special Conditions: There must be a documented process for the General Contractors and sub-contractors selected for the project. The CRA / City encourage the use of contractors from its approved contractor list. Contractors on the City/CRA contractor list, must be invited to bid on all work solicited by the project owner/developer.	
Special Conditions: There must be a documented process for the General Contractors and sub-contractors selected for the project. The CRA / City encourage the use of contractors from its approved contractor list. Contractors on the City/CRA contractor list, must be invited to bid on all work solicited by the project owner/developer.		

Original Language	Proposed Language	Explanation of Changes
DEVELOPMENT INCENTIVE PROGRAM (DIP)		*No change*
Goals/Objectives: This program seeks to eliminate slum and blight by attracting new businesses to the CRA or existing businesses to expand within the CRA. DIP is a custom designed incentive to meet the appropriate needs of a specific development project in the CRA that represents an investment / total project cost of five ($5,000,000) million dollars or more and creates a significant economic engine or destination project in the CRA. This program will allow the CRA to use any of its incentive programs and options, including tax abatement, fee waivers, land donation and/or purchase, etc. In order to be eligible for the DIP, the business/property owner must invest at a minimum, a dollar-for-dollar match of the CRA investment within the project. The CRA's project contribution cannot exceed the documented contribution of the business/project owner.	Objectives: This program seeks to eliminate slum and blight by attracting new businesses to the CRA or existing businesses to expand within the CRA. DIP is a custom designed incentive to meet the appropriate needs of a specific development project in the CRA that represents an investment or total project cost that exceeds five ($5,000,000) million dollars and creates a significant economic engine or destination project in the CRA.	*Revised to highlight the main objective of the DIP incentive.*
Eligible Area: All properties within the CRA. There is a designated Focus Area defined as Sistrunk Boulevard between NW 24 Avenue and the FEC Railway, including one block north and south of Sistrunk Boulevard; as well as, 9th Avenue (between Sunrise Boulevard and Broward Boulevard), and 7th Avenue (between Sunrise Boulevard and Broward Boulevard).	Eligible Properties: 1. Improvements to an existing building within the NPF-CRA designed and used for: a. Non-residential use, or b. Mixture of uses containing a combination of residential dwelling units with commercial retail sales, service, office uses or any combination thereof as permitted by the Unified Land Development Regulations, City of Fort Lauderdale. 2. Construction of a new building within the NPF-CRA designed for: a. Non-residential use, or b. Mixture of uses containing a combination of residential dwelling units with commercial retail sales, service, office uses or any combination thereof as permitted by the Unified Land Development Regulations, City of Fort Lauderdale. The proposed project must comply with the CRA Redevelopment Plan, urban design guidelines, applicable land use regulations, and current code requirements.	• *Eligible area deleted as redundant.* • *Focus areas are defined in another part of the document*
Eligible Properties: Commercial and/or mixed-use projects in the CRA with uses permitted by applicable land use codes or approved conditional uses.		
Eligible Project Costs: Generally, all costs associated with the CRA desired redevelopment project (Project), including costs and fees associated with acquisition, rehabilitation and fines. The proposed Project must comply with the Plan, CRA urban design guidelines, applicable land use regulations, and current code requirements, subject to	Eligible Project Costs: All costs associated with the CRA desired redevelopment project (Project), including costs and fees associated with acquisition, rehabilitation and fines. The proposed Project must comply with the Plan, CRA urban design guidelines, applicable land use regulations, and current code requirements, subject to	

review/approval by the City of Fort Lauderdale Planning Division, Code Compliance Division, and CRA staff.	review or approval by the City of Fort Lauderdale Planning Division, Code Compliance Division, and CRA staff.	
Job Creation and Retention Requirements: Job creation and/or job retention or another approved performance indicator may be a requirement for assistance provided through this program.		
Basis/Limits of Benefits: Throughout the CRA, a DIP award (with no minimum or maximum amount) will provide a forgivable loan or low interest loan to assist the eligible project. The CRA Staff will review the project and recommend a funding plan/strategy and amount to the CRA Advisory Board and CRA Board.	Award Guidelines: • DIP award (with no minimum or maximum amount) will provide a forgivable loan or low interest loan to assist the eligible project. The CRA Staff will review the project and recommend a funding plan/strategy and amount to the CRA Advisory Board and CRA Board. • This program will allow the CRA to use any of its incentive programs and options, including tax abatement, fee waivers, land donation and/or purchase, etc. • In order to be eligible for the DIP, the business/property owner must invest at a minimum, a dollar-for-dollar match of the CRA investment within the project. The CRA's project contribution cannot exceed the documented contribution of the business/project owner	
Terms and Obligations: The program award will have ongoing obligations/covenants, which may include, but is not limited to a lien on the applicant's property.		
Special Conditions: Where possible, the developer will use best efforts to hire Fort Lauderdale contractors to work on approved projects. If a HCD/CRA approved contractor is awarded work, it will be for the portion of the project that is funded through the CRA.	Funding Conditions: • Job Creation and Retention Requirements: Job creation and/or job retention or another approved performance indicator may be a requirement for assistance provided through this program. • Terms and Obligations: The program award will have ongoing obligations/covenants, which may include, but is not limited to a lien on the applicant's property. • Special Conditions: Where possible, the developer will use best efforts to hire Fort Lauderdale contractors to work on approved projects. If a HCD/CRA approved contractor is awarded work, it will be for the portion of the project that is funded through the CRA.	

Original Language	Proposed Language	Explanation of Changes
PROPERTY TAX REIMBURSEMENT (PTR)		*No change*
Goals/Objectives: Eliminate slum and blight, remove deterioration, update existing buildings, and encourage new investment/development with an emphasis on enhancing the overall CRA, improving the quality of existing buildings within the CRA, and attracting new construction to the CRA.	Goals: Eliminate slum and blight, remove deterioration, update existing buildings, and encourage new investment/development with an emphasis on enhancing the overall CRA, improving the quality of existing buildings within the CRA, and attracting new construction to the CRA.	*Revised to highlight the main objective of the PTR incentive.*
Eligible Area: All properties within the CRA that are owned by an organization that fully contributes to the tax increment income.	Eligible Project: All properties used for non-residential, multifamily, or a mixture of uses containing a combination of residential dwelling units with commercial retail sales, service, office uses or any combination thereof within NPF-CRA that generate ad-valorem tax revenue which contribute to the tax increment funds deposited in the redevelopment trust fund for the NPF CRA . Substantial capital improvements or new construction. Substantial capital improvements means the cost of rehabilitation/renovation exceeds 50% of the current property value, as indicated by Broward County Property Appraiser or private appraisal.	*Merged with eligible properties requirement.*
Eligible Properties: All commercial, multifamily, or mixed-use (residential/commercial) buildings in the CRA with uses permitted by applicable land use codes or approved conditional uses that have had substantial capital improvements or new construction. Substantial capital improvements means the cost of rehabilitation/renovation exceeds 50% of the current property value, as indicated by Broward County Property Appraiser or private appraisal.		*Revised to make easier to understand.*
Eligible Project Costs: The benefits of this Program are not directly based on Project costs. Rather, the benefits of this Program are based on capital improvements on existing properties or the development cost of new buildings that result in a substantial increase of Ad Valorem Tax (Property Tax). The property owner will only be entitled to the incremental tax increase generated by project that would be returned to the CRA as tax increment revenue. The proposed Project must comply with the Plan, CRA urban design guidelines, and applicable land use regulations, subject to review/approval by the City of Fort Lauderdale Planning Division and CRA staff. All construction work must be performed by licensed contractors with required building permits and progress inspections.	Eligible Project Costs: The benefits of this Program are not directly based on Project costs. Rather, the benefits of this Program are based on capital improvements on existing properties or the development cost of new buildings that result in a substantial increase of Ad Valorem Tax (Property Tax). The property owner will only be entitled to the incremental tax increase generated by the project that would be returned to the CRA as tax increment revenue. The proposed Project must comply with the Plan, CRA urban design guidelines, and applicable land use regulations, subject to review/approval by the City of Fort Lauderdale Planning Division and CRA staff. All construction work must be performed by licensed contractors with required building permits and progress inspections.	*No change*
Basis/Limits of Benefits: PTR is a reimbursement and payment disbursed upon verification that property taxes for the year have been paid. A PTR award will run for a maximum of five (5) years and the limits are as follows: . Year 1 – 95% of real property Ad Valorem taxes returned to the CRA as tax increment revenue . Year 2 – 90% of real property Ad Valorem taxes returned to the CRA as tax increment revenue . Year 3 – 85% of real property Ad Valorem taxes returned to the CRA as tax increment revenue . Year 4 – 80% of real property Ad Valorem taxes returned	Award Guidelines: PTR provides for the reimbursement of ad valorem property taxes paid. A PTR award will run for a maximum of five (5) years and the limits are as follows: . Year 1 – 95% of real property Ad Valorem taxes returned to the CRA as tax increment revenue . Year 2 – 90% of real property Ad Valorem taxes returned to the CRA as tax increment revenue . Year 3 – 85% of real property Ad Valorem taxes returned to the CRA as tax increment revenue . Year 4 – 80% of real property Ad Valorem taxes returned	*Revised to make easier to understand.*

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to the CRA as tax increment revenue . Year 5 – 75% of real property Ad Valorem taxes returned to the CRA as tax increment revenue Applicant: The property owner /developer (Owner) must be the applicant. A RFIG award will have ongoing obligations/covenants, which will be protected by a lien on the applicant's property.	to the CRA as tax increment revenue . Year 5 – 75% of real property Ad Valorem taxes returned to the CRA as tax increment revenue	
Special Conditions: Where possible, the developer will use best efforts to hire Fort Lauderdale contractors to work on approved projects. If a HCD/CRA approved contractor is awarded work, it will be for the portion of the project that is funded through the CRA.	Funding Conditions: • Applicant: The property owner /developer (Owner) must be the applicant. A RFIG award will have ongoing obligations/covenants, which will be protected by a lien on the applicant's property. • Special Conditions: Where possible, the developer will use best efforts to hire Fort Lauderdale contractors to work on approved projects. If a HCD/CRA approved contractor is awarded work, it will be for the portion of the project that is funded through the CRA. • Program Terminates November , 2020	

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Original Language	Proposed Language	Explanation of Changes
RESIDENTIAL PROGRAMS	Neighborhood Housing Improvement Incentive Programs	
RESIDENTIAL REHABILITATION FORGIVABLE LOAN (RRG)		*No change.*
Goals/Objectives: Eliminate slum and blight, remove deterioration, and update the exteriors of existing residential buildings, with an emphasis on generally enhancing the residential neighborhoods in the CRA and to correct code violations, health and safety issues including but not limited to electrical, plumbing, roofing, windows, ac/heating and structural items including emergency repair.	Objectives: Housing preservation by providing funds to eligible homeowners to correct code violations and to address health and safety issues, which include but are not limited to electrical, plumbing, roofing, windows, AC/ Heating and structural items.	*Revised to highlight the main objective of the RRG incentive.*
Eligible Area: All properties within the CRA. There is a designated Focus Area defined as Sistrunk Boulevard between NW 24 Avenue and the FEC Railway, including one block north and south of Sistrunk Boulevard; as well as, 9th Avenue (between Sunrise Boulevard and Broward Boulevard), and 7th Avenue (between Sunrise Boulevard and Broward Boulevard).	Eligible Area: • Northwest District defined as all properties located within the areas between Broward Boulevard and Sunrise Boulevard, NW 24th Avenue and the FEC Railway.	• *Revised to include residential areas of the Northwest District.*
Target Client: Individuals and/or families that occupy their homesteaded property. The annual household income cannot exceed 160% of the Area Median Income (AMI).	Target Participants: Individuals rehabilitating their primary, homesteaded residence and have an annual household income that does not exceed 160% of the Area Median Income (AMI).	*Term Target Client changed to Target Participant.*
Eligible Properties: Existing single family residential, whose appraised value does not exceed $300,000.	Eligible Projects: Existing owner occupied single family residence with an appraised value less than $300,000.	*Term Eligible Properties changed to Eligible Projects*
Eligible Project Costs: Generally, all costs associated with interior and exterior improvements, restoration, and/or rehabilitation are eligible for consideration (Project). The proposed Project must comply with the Plan, CRA urban design guidelines, and applicable land use regulations, subject to review/approval by the City of Fort Lauderdale Planning Division and CRA staff.	Eligible Project Costs: Generally, all costs associated with interior and exterior improvements, restoration, and/or rehabilitation are eligible for consideration (Project). The proposed Project must comply with the Plan, CRA urban design guidelines, and applicable land use regulations, subject to review/approval by the City of Fort Lauderdale Planning Division and CRA staff.	*No change*
Basis/Limits of Benefits: The maximum award for the RRG is $75,000. Throughout the CRA and Focus Area, a RRG award will provide assistance to owner occupied single family homes. Owners will not require a contribution if the rehabilitation costs do not exceed a CRA award amount of $55,000. An owner cash contribution of 10% is required if the costs of the repair exceeds the available CRA funds. The owners' cash contribution will be based on the costs that exceed $55,000. The CRA Board (and/or designee), at its sole discretion,	Funding Guidelines: • The maximum award is $75,000. • Owners will not be required to contribute funds if the rehabilitation costs do not exceed a CRA award amount of $55,000. • An owner cash contribution of 10% is required if the costs of the repair exceeds the available CRA funds. The owners' cash contribution will be based on the costs that exceed $55,000. Administrative Approval:	• *Reformatted as bullet list rather than paragraph form. No change in funding amounts.* • *Administrative approval acknowledged in the document*

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may consider increasing the funding limits on a case-by-case basis.	• Not to exceed $50,0000	
Terms and Obligations: The program award will require an application and review process. The RRG will have ongoing obligations/covenants, which includes, but is not limited to a lien on the applicant's property. The maximum household income of the families assisted in this program cannot exceed 160% of the Area Median Income (AMI). The City/CRA will develop the scope of work for each project.	Terms and Obligations: The program award will require an application and review process. The RRG will have ongoing obligations/covenants, which includes, but is not limited to a lien on the applicant's property. The maximum household income of the families assisted in this program cannot exceed 160% of the Area Median Income (AMI). The City/CRA will develop the scope of work for each project.	*No change.*
General Contractor: There must be a documented selection process for the General Contractor used for the project. Owner-occupied single family rehabilitation must use an approved General Contractor from the City's approved contractor list.	General Contractor: There must be a documented selection process for the General Contractor used for the project. Owner-occupied single family rehabilitation must use an approved General Contractor from the City's approved contractor list.	*No change*

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Original Language	Proposed Language	Explanation of Changes
PURCHASE ASSISTANCE PROGRAM (PAP)		*No change*
Goals/Objectives: To provide assistance to for profit and not for profit organizations to construct single family homes on CRA and/or City owned infill housing lots, for the benefit of eligible families to purchase. The assistance provided to the organization must be passed through to the eligible family to purchase the property. Eligible homebuyers must be identified by the organization and submitted to the CRA for eligibility review and approval.	Objectives: To provide down payment and closing cost assistance to eligible participants seeking to purchase and occupy as their primary residence a single family home within the NPF-CRA constructed on a previously City or CRA owned lot, vacant or abandoned structure to prevent the creation of blighted conditions within the CRA.	*Revised to highlight the main objective of the PAP incentive.*
Eligible Area: NPF CRA		
Target Client: Eligible individuals and/or families that are purchasing a property they will occupy as their primary and homesteaded residence.	Eligible Participants: Individuals purchasing a property for the purposes of occupying as their primary and homesteaded residence.	*Term Target Client changed to Target Participant.*
Eligible Properties: Existing residential CRA and City-owned residential lots within the NPF CRA boundary.	Eligible Properties: Funds may be used towards the purchase of: 1. New residential single family home constructed on CRA-owned property within the NPF CRA boundary. (Target Property) 2. New residential single family home constructed on City-owned property within the NPF CRA boundary. 3. Formerly vacant of abandoned structure rehabilitated for single family residential use within the NPF CRA boundary.	• *Term Eligible Properties changed to Eligible Projects.* • *Revised language consistent with previously stated intent of the program.* • *Reformatted as number list rather than paragraph form.*
Basis/Limits of Benefits: Throughout the CRA a PAP award will provide down payment and closing cost assistance to the eligible homebuyer. Assistance to the homebuyer from the CRA cannot exceed $45,000 and is based on affordability needs.	Funding Guidelines: • Award cannot exceed $45,000. • All properties must be owner occupied • The maximum household income of the individuals or families assisted in this program cannot exceed 160% of the Area Median Income (AMI). Administrative Approval: • Not to exceed $50,0000	• *Reformatted as bullet list rather than paragraph form. No change in funding amounts.* • *Administrative approval acknowledged in the document*
Terms and Obligations: The program award will require an application and review process. The PAP award will have ongoing obligations/covenants, which includes, but is not limited to a lien on the applicant's property. All properties will require owner occupancy and the maximum household income of the individuals or families assisted in this program cannot exceed 160% of the Area Median Income (AMI).	Terms and Obligations: The program award will require an application and review process. The PAP award will have ongoing obligations and covenants, which include, but are not limited to a lien on the applicant's property.	
General Contractor: The General Contractor selected must		

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come from the City's/CRA's approved contractor list.		

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CITY OF FORT LAUDERDALE
GENERAL CONDITIONS

These instructions and conditions are standard for all contracts for commodities or services issued through the City of Fort Lauderdale Procurement Services Division. The City may delete, supersede, or modify any of these standard instructions for a particular contract by indicating such change in the Invitation to Bid (ITB) Special Conditions, Technical Specifications, Instructions, Proposal Pages, Addenda, and Legal Advertisement. In this general conditions document, Invitation to Bid (ITB), Request for Qualifications (RFQ), and Request for Proposal (RFP) are interchangeable.

PART I BIDDER PROPOSAL PAGE(S) CONDITIONS:

1.01 **BIDDER ADDRESS**: The City maintains automated vendor address lists that have been generated for each specific Commodity Class item through our bid issuing service, BidSync. Notices of Invitations to Bid (ITB'S) are sent by e-mail to the selection of bidders who have fully registered with BidSync or faxed (if applicable) to every vendor on those lists, who may then view the bid documents online. Bidders who have been informed of a bid's availability in any other manner are responsible for registering with BidSync in order to view the bid documents. There is no fee for doing so. If you wish bid notifications be provided to another e-mail address or fax, please contact BidSync. If you wish purchase orders sent to a different address, please so indicate in your bid response. If you wish payments sent to a different address, please so indicate on your invoice.

1.02 **DELIVERY:** Time will be of the essence for any orders placed as a result of this ITB. The City reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the Bidder and accepted by the City.

1.03 **PACKING SLIPS:** It will be the responsibility of the awarded Contractor, to attach all packing slips to the OUTSIDE of each shipment. Packing slips must provide a detailed description of what is to be received and reference the City of Fort Lauderdale purchase order number that is associated with the shipment. Failure to provide a detailed packing slip attached to the outside of shipment may result in refusal of shipment at Contractor's expense.

1.04 **PAYMENT TERMS AND CASH DISCOUNTS:** Payment terms, unless otherwise stated in this ITB, will be considered to be net 45 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last. Bidder may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last**.**

1.05 **TOTAL BID DISCOUNT:** If Bidder offers a discount for award of all items listed in the bid, such discount shall be deducted from the total of the firm net unit prices bid and shall be considered in tabulation and award of bid**.**

1.06 **BIDS FIRM FOR ACCEPTANCE:** Bidder warrants, by virtue of bidding, that the bid and the prices quoted in the bid will be firm for acceptance by the City for a period of one hundred twenty (120) days from the date of bid opening unless otherwise stated in the ITB**.**

1.07 **VARIANCES:** For purposes of bid evaluation, Bidder's must indicate any variances, no matter how slight, from ITB General Conditions, Special Conditions, Specifications or Addenda in the space provided in the ITB. No variations or exceptions by a Bidder will be considered or deemed a part of the bid submitted unless such variances or exceptions are listed in the bid and referenced in the space provided on the bidder proposal pages. If variances are not stated, or referenced as required, it will be assumed that the product or service fully complies with the City's terms, conditions, and specifications**.**

By receiving a bid, City does not necessarily accept any variances contained in the bid. All variances submitted are subject to review and approval by the City. If any bid contains material variances that, in the City's sole opinion, make that bid conditional in nature, the City reserves the right to reject the bid or part of the bid that is declared by the City as conditional.

1.08 **NO BIDS:** If you do not intend to bid please indicate the reason, such as insufficient time to respond, do not offer product or service, unable to meet specifications, schedule would not permit, or any other reason, in the space provided in this ITB. Failure to bid or return no bid comments prior to the bid due and opening date and time, indicated in this ITB, may result in your firm being deleted from our Bidder's registration list for the Commodity Class Item requested in this ITB.

1.09 **MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION AND BUSINESS DEFINITIONS:** The City of Fort Lauderdale wants to increase the participation of Minority Business Enterprises (MBE), Women Business Enterprises (WBE), and Small Business Enterprises (SBE) in its procurement activities. If your firm qualifies in accordance with the below definitions please indicate in the space provided in this ITB.

Minority Business Enterprise (MBE) "A Minority Business" is a business enterprise that is owned or controlled by one or more socially or economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

The term "Minority Business Enterprise" means a business at least 51 percent of which is owned by minority group members or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by minority group members. For the purpose of the preceding sentence, minority group members are citizens of the United States who include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

Women Business Enterprise (WBE) a "Women Owned or Controlled Business" is a business enterprise at least 51 percent of which is owned by females or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by females.

Small Business Enterprise (SBE) "Small Business" means a corporation, partnership, sole proprietorship, or other legal entity formed for the purpose of making a profit, which is independently owned and operated, has either fewer than 100 employees or less than $1,000,000 in annual gross receipts.

BLACK, which includes persons having origins in any of the Black racial groups of Africa.

WHITE, which includes persons whose origins are Anglo-Saxon and Europeans and persons of Indo-European decent including Pakistani and East Indian.
HISPANIC, which includes persons of Mexican, Puerto Rican, Cuban, Central and South American, or other Spanish culture or origin, regardless of race.
NATIVE AMERICAN, which includes persons whose origins are American Indians, Eskimos, Aleuts, or Native Hawaiians.
ASIAN AMERICAN, which includes persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands.

1.10 MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION

It is the desire of the City of Fort Lauderdale to increase the participation of minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the City does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms. Proposers are requested to include in their proposals a narrative describing their past accomplishments and intended actions in this area. If proposers are considering minority or women owned enterprise participation in their proposal, those firms, and their specific duties have to be identified in the proposal. If a proposer is considered for award, he or she will be asked to meet with City staff so that the intended MBE/WBE participation can be formalized and included in the subsequent contract.

1.11 SCRUTINIZED COMPANIES

As to any contract for goods or services of $1 million or more and as to the renewal of any contract for goods or services of $1 million or more, subject to *Odebrecht Construction, Inc., v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), *affirmed*, *Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 715 F.3d 1268 (11th Cir. 2013), with regard to the "Cuba Amendment," the Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and that it does not have business operations in Cuba or Syria, as provided in section 287.135, Florida Statutes (2019), as may be amended or revised. As to any contract for goods or services of any amount and as to the renewal of any contract for goods or services of any amount, the Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2019), and that it is not engaged in a boycott of Israel. The City may terminate this Agreement at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2019), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2019), or is engaged in a boycott of Israel, or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2019), as may be amended or revised.

1.12 DEBARRED OR SUSPENDED BIDDERS OR PROPOSERS

The bidder or proposer certifies, by submission of a response to this solicitation, that neither it nor its principals and subcontractors are presently debarred or suspended by any Federal department or agency.

Part II DEFINITIONS/ORDER OF PRECEDENCE:

2.01 BIDDING DEFINITIONS The City will use the following definitions in its general conditions, special conditions, technical specifications, instructions to bidders, addenda and any other document used in the bidding process:

INVITATION TO BID (ITB) The solicitation document used for soliciting competitive sealed bids for goods or services.
INVITATION TO NEGOTIATE (ITN) All solicitation documents, regardless of medium, whether attached to or incorporated by reference in solicitations for responses from firms that invite proposals from interested and qualified firms so the city may enter into negotiations with the firm(s) determined most capable of providing the required goods or services.
REQUEST FOR PROPOSALS (RFP) A solicitation method used for soliciting competitive sealed proposals to determine the best value among proposals for goods or services for which price may not be the prevailing factor in award of the contract, or the scope of work, specifications or contract terms and conditions may be difficult to define. Such solicitation will consider the qualifications of the proposers along with evaluation of each proposal using identified and generally weighted evaluation criteria. RFPs may include price criteria whenever feasible, at the discretion of the city.
REQUEST FOR QUALIFICATIONS (RFQ) A solicitation method used for requesting statements of qualifications in order to determine the most qualified proposer for professional services.
BID – a price and terms quote received in response to an ITB.
PROPOSAL – a proposal received in response to an RFP.
BIDDER – Person or firm submitting a Bid.
PROPOSER – Person or firm submitting a Proposal.
RESPONSIVE BIDDER – A firm who has submitted a bid, offer, quote, or response which conforms in all material respects to the competitive solicitation document and all of its requirements.
RESPONSIBLE BIDDER – A firm who is fully capable of meeting all requirements of the solicitation and subsequent contract. The respondent must possess the full capability, including financial and technical, ability, business judgment, experience, qualifications, facilities, equipment, integrity, capability, and reliability, in all respects to perform fully the contract requirements and assure good faith performance as determined by the city.
FIRST RANKED PROPOSER – That Proposer, responding to a City RFP, whose Proposal is deemed by the City, the most advantageous to the City after applying the evaluation criteria contained in the RFP.
SELLER – Successful Bidder or Proposer who is awarded a Purchase Order or Contract to provide goods or services to the City.
CONTRACTOR – Any firm having a contract with the city. Also referred to as a "Vendor".
CONTRACT – All types of agreements, including purchase orders, for procurement of supplies, services, and construction, regardless of what these agreements may be called.
CONSULTANT – A firm providing professional services for the city.

2.02 **SPECIAL CONDITIONS:** Any and all Special Conditions contained in this ITB that may be in variance or conflict with these General Conditions shall have precedence over these General Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Conditions shall prevail in their entirety,

PART III BIDDING AND AWARD PROCEDURES:

3.01 **SUBMISSION AND RECEIPT OF BIDS:** To receive consideration, bids must be received prior to the bid opening date and time. Unless otherwise specified, Bidders should use the proposal forms provided by the City. These forms may be duplicated, but failure to use the forms may cause the bid to be rejected. Any erasures or corrections on the bid must be made in ink and initialed by Bidder in ink. All information submitted by the Bidder shall be printed, typewritten or filled in with pen and ink. Bids shall be signed in ink. Separate bids must be submitted for each ITB issued by the City in separate sealed envelopes properly marked. When a particular ITB or RFP requires multiple copies of bids or proposals they may be included in a single envelope or package properly sealed and identified. Only send bids via facsimile transmission (FAX) if the ITB specifically states that bids sent via FAX will be considered. If such a statement is not included in the ITB, bids sent via FAX will be rejected. Bids will be publicly opened in the Procurement Office, or other designated area, in the presence of Bidders, the public, and City staff. Bidders and the public are invited and encouraged to attend bid openings. Bids will be tabulated and made available for review by Bidder's and the public in accordance with applicable regulations.

3.02 **MODEL NUMBER CORRECTIONS:** If the model number for the make specified in this ITB is incorrect, or no longer available and replaced with an updated model with new specifications, the Bidder shall enter the correct model number on the bidder proposal page. In the case of an updated model with new specifications, Bidder shall provide adequate information to allow the City to determine if the model bid meets the City's requirements.

3.03 **PRICES QUOTED:** Deduct trade discounts, and quote firm net prices. Give both unit price and extended total. In the case of a discrepancy in computing the amount of the bid, the unit price quoted will govern. All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears freight charges, Bidder owns goods in transit and files any claims), unless otherwise stated in Special Conditions. Each item must be bid separately. No attempt shall be made to tie any item or items contained in the ITB with any other business with the City.

3.04 **TAXES:** The City of Fort Lauderdale is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption **number for EIN is 59-6000319, and State Sales tax exemption number is 85-8013875578C-1.**

3.05 **WARRANTIES OF USAGE:** Any quantities listed in this ITB as estimated or projected are provided for tabulation and information purposes only. No warranty or guarantee of quantities is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.

3.06 **APPROVED EQUAL:** When the technical specifications call for a brand name, manufacturer, make, model, or vendor catalog number with acceptance of APPROVED EQUAL, it shall be for the purpose of establishing a level of quality and features desired and acceptable to the City. In such cases, the City will be receptive to any unit that would be considered by qualified City personnel as an approved equal. In that the specified make and model represent a level of quality and features desired by the City, the Bidder must state clearly in the bid any variance from those specifications. It is the Bidder's responsibility to provide adequate information, in the bid, to enable the City to ensure that the bid meets the required criteria. If adequate information is not submitted with the bid, it may be rejected. The City will be the sole judge in determining if the item bid qualifies as an approved equal.

3.07 **MINIMUM AND MANDATORY TECHNICAL SPECIFICATIONS:** The technical specifications may include items that are considered minimum, mandatory, or required. If any Bidder is unable to meet or exceed these items, and feels that the technical specifications are overly restrictive, the bidder must notify the Procurement Services Division immediately. Such notification must be received by the Procurement Services Division prior to the deadline contained in the ITB, for questions of a material nature, or prior to five (5) days before bid due and open date, whichever occurs first. If no such notification is received prior to that deadline, the City will consider the technical specifications to be acceptable to all bidders.

3.08 **MISTAKES:** Bidders are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions and special conditions pertaining to the ITB. Failure of the Bidder to examine all pertinent documents shall not entitle the bidder to any relief from the conditions imposed in the contract.

3.09 **SAMPLES AND DEMONSTRATIONS:** Samples or inspection of product may be requested to determine suitability. Unless otherwise specified in Special Conditions, samples shall be requested after the date of bid opening, and if requested should be received by the City within seven (7) working days of request. Samples, when requested, must be furnished free of expense to the City and if not used in testing or destroyed, will upon request of the Bidder, be returned within thirty (30) days of bid award at Bidder's expense. When required, the City may request full demonstrations of units prior to award. When such demonstrations are requested, the Bidder shall respond promptly and arrange a demonstration at a convenient location. Failure to provide samples or demonstrations as specified by the City may result in rejection of a bid.

3.10 **LIFE CYCLE COSTING**: If so specified in the ITB, the City may elect to evaluate equipment proposed on the basis of total cost of ownership. In using Life Cycle Costing, factors such as the following may be considered: estimated useful life, maintenance costs, cost of supplies, labor intensity, energy usage, environmental impact, and residual value. The City reserves the right to use those or other applicable criteria, in its sole opinion that will most accurately estimate total cost of use and ownership.

3.11 **BIDDING ITEMS WITH RECYCLED CONTENT:** In addressing environmental concerns, the City of Fort Lauderdale encourages Bidders to submit bids or alternate bids containing items with recycled content. When submitting bids containing items with recycled content, Bidder shall provide documentation adequate for the City to verify the recycled content. The City prefers packaging consisting of materials that are degradable or able to be recycled. When specifically stated in the ITB, the City may give preference to bids containing items manufactured with recycled material or packaging that is able to be recycled.

3.12 **USE OF OTHER GOVERNMENTAL CONTRACTS:** The City reserves the right to reject any part or all of any bids received and utilize other available governmental contracts, if such action is in its best interest**.**

3.13 **QUALIFICATIONS/INSPECTION:** Bids will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The City reserves the right to inspect the Bidder's facilities, equipment, personnel, and organization at any time, or to take any other action necessary to determine Bidder's ability to perform. The Procurement Director reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform**.**

3.14 **BID SURETY:** If Special Conditions require a bid security, it shall be submitted in the amount stated. A bid security can be in the form of a bid bond or cashier's check. Bid security will be returned to the unsuccessful bidders as soon as practicable after opening of bids. Bid security will be returned to the successful bidder after acceptance of the performance bond, if required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; or conditions as stated in Special Conditions**.**

3.15 **PUBLIC RECORDS/TRADE SECRETS/COPYRIGHT:** The Proposer's response to the RFP is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law"). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this RFP and the Contract to be executed for this RFP, subject to the provisions of Chapter 119.07 of the Florida Statutes.

Any language contained in the Proposer's response to the RFP purporting to require confidentiality of any portion of the Proposer's response to the RFP, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other information to the City which the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Proposer's response to the RFP constitutes a Trade Secret. The city's determination of whether an exemption applies shall be final, and the proposer agrees to defend, indemnify, and hold harmless the City and the City's officers, employees, and agents, against any loss or damages incurred by any person or entity as a result of the City's treatment of records as public records. In addition, the proposer agrees to defend, indemnify, and hold harmless the City and the City's officers, employees, and agents, against any loss or damages incurred by any person or entity as a result of the City's treatment of records as exempt from disclosure or confidential. Proposals bearing copyright symbols or otherwise purporting to be subject to copyright protection in full or in part may be rejected. The proposer authorizes the City to publish, copy, and reproduce any and all documents submitted to the City bearing copyright symbols or otherwise purporting to be subject to copyright protection.

EXCEPT FOR CLEARLY MARKED PORTIONS THAT ARE BONA FIDE TRADE SECRETS PURSUANT TO FLORIDA LAW, DO NOT MARK YOUR RESPONSE TO THE RFP AS PROPRIETARY OR CONFIDENTIAL. DO NOT MARK YOUR RESPONSE TO THE RFP OR ANY PART THEREOF AS COPYRIGHTED.

3.16 **PROHIBITION OF INTEREST:** No contract will be awarded to a bidding firm who has City elected officials, officers or employees affiliated with it, unless the bidding firm has fully complied with current Florida State Statutes and City Ordinances relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder and removal of the Bidder from the City's bidder lists and prohibition from engaging in any business with the City**.**

3.17 **RESERVATIONS FOR AWARD AND REJECTION OF BIDS:** The City reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City. The City reserves the right to make an award to the responsive and responsible bidder whose product or service meets the terms, conditions, and specifications of the ITB and whose bid is considered to best serve the City's interest. In determining the responsiveness of the offer and the responsibility of the Bidder, the following shall be considered when applicable: the ability, capacity and skill of the Bidder to perform as required; whether the Bidder can perform promptly, or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the Bidder; the quality of past performance by the Bidder; the previous and existing compliance by the Bidder with related laws and ordinances; the sufficiency of the Bidder's financial resources; the availability, quality and adaptability of the Bidder's supplies or services to the required use; the ability of the Bidder to provide future maintenance, service or parts; the number and scope of conditions attached to the bid**.**

If the ITB provides for a contract trial period, the City reserves the right, in the event the selected bidder does not perform satisfactorily, to award a trial period to the next ranked bidder or to award a contract to the next ranked bidder, if that bidder has successfully provided services to the City in the past. This procedure to continue until a bidder is selected or the contract is re-bid, at the sole option of the City.

3.18 **LEGAL REQUIREMENTS:** Applicable provisions of all federal, state, county laws, and local ordinances, rules and regulations, shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof**.**

3.19 **BID PROTEST PROCEDURE:** Any proposer or bidder who is not recommended for award of a contract and who alleges a failure by the city to follow the city's procurement ordinance or any applicable law may protest to the chief procurement officer, by delivering a letter of protest to the director of finance within five (5) days after a notice of intent to award is posted on the city's web site at the following url: https://www.fortlauderdale.gov/departments/finance/procurement-services/notices-of-intent-to-award

The complete protest ordinance may be found on the city's web site at the following url: https://library.municode.com/fl/fort_lauderdale/codes/code_of_ordinances?nodeid=coor_ch2ad_artvfi_div2pr_s2-182direpr

PART IV BONDS AND INSURANCE

4.01 **PERFORMANCE BOND:** If a performance bond is required in Special Conditions, the Contractor shall within fifteen (15) working days after notification of award, furnish to the City a Performance Bond, payable to the City of Fort Lauderdale, Florida, in the face amount specified in Special Conditions as surety for faithful

performance under the terms and conditions of the contract. If the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to the City thirty (30) days prior to the termination date of the existing Performance Bond. The Performance Bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida and having a resident agent.

Acknowledgement and agreement is given by both parties that the amount herein set for the Performance Bond is not intended to be nor shall be deemed to be in the nature of liquidated damages nor is it intended to limit the liability of the Contractor to the City in the event of a material breach of this Agreement by the Contractor**.**

4.02 **INSURANCE:** The Contractor shall assume full responsibility and expense to obtain all necessary insurance as required by City or specified in Special Conditions**.**

The Contractor shall provide to the Procurement Services Division original certificates of coverage and receive notification of approval of those certificates by the City's Risk Manager prior to engaging in any activities under this contract. The Contractor's insurance is subject to the approval of the City's Risk Manager. The certificates must list the City as an ADDITIONAL INSURED for General Liability Insurance and shall have no less than thirty (30) days written notice of cancellation or material change. Further modification of the insurance requirements may be made at the sole discretion of the City's Risk Manager if circumstances change or adequate protection of the City is not presented. Bidder, by submitting the bid, agrees to abide by such modifications**.**

PART V PURCHASE ORDER AND CONTRACT TERMS:

5.01 **COMPLIANCE WITH SPECIFICATIONS, LATE DELIVERIES/PENALTIES:** Items offered may be tested for compliance with bid specifications. Items delivered which do not conform to bid specifications may be rejected and returned at Contractor's expense. Any violation resulting in contract termination for cause or delivery of items not conforming to specifications, or late delivery may also result in:

- Bidder's name being removed from the City's bidder's mailing list for a specified period and Bidder will not be recommended for any award during that period.
- All City Departments being advised to refrain from doing business with the Bidder.
- All other remedies in law or equity.

5.02 **ACCEPTANCE, CONDITION, AND PACKAGING:** The material delivered in response to ITB award shall remain the property of the Seller until a physical inspection is made and the material accepted to the satisfaction of the City. The material must comply fully with the terms of the ITB, be of the required quality, new, and the latest model. All containers shall be suitable for storage and shipment by common carrier, and all prices shall include standard commercial packaging. The City will not accept substitutes of any kind. Any substitutes or material not meeting specifications will be returned at the Bidder's expense. Payment will be made only after City receipt and acceptance of materials or services.

5.03 **SAFETY STANDARDS:** All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupation Safety and Health Act of 1970 as amended.

5.04 **ASBESTOS STATEMENT:** All material supplied must be 100% asbestos free. Bidder, by virtue of bidding, certifies that if awarded any portion of the ITB the bidder will supply only material or equipment that is 100% asbestos free.

5.05 **OTHER GOVERNMENTAL ENTITIES:** If the Bidder is awarded a contract as a result of this ITB, the bidder may, if the bidder has sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the ITB and resulting contract. Prices shall be F.O.B. delivered to the requesting agency.

5.06 **VERBAL INSTRUCTIONS PROCEDURE:** No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any City employee. Only those communications which are in writing from an authorized City representative may be considered. Only written communications from Contractors, which are assigned by a person designated as authorized to bind the Contractor, will be recognized by the City as duly authorized expressions on behalf of Contractors.

5.07 **INDEPENDENT CONTRACTOR:** The Contractor is an independent contractor under this Agreement. Personal services provided by the Proposer shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, procurement policies unless otherwise stated in this ITB, and other similar administrative procedures applicable to services rendered under this contract shall be those of the Contractor.

5.08 **INDEMNITY/HOLD HARMLESS AGREEMENT:** Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City and the City's officers, employees, volunteers, and agents from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any act or omission by the Contractor or by any officer, employee, agent, invitee, subcontractor, or sublicensee of the Contractor. Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.

5.09 **TERMINATION FOR CAUSE:** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the provisions of this Agreement, the City may upon written notice to the Contractor terminate the right of the Contractor to proceed under this Agreement, or with such part or parts of the Agreement as to which there has been default, and may hold the Contractor liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under this Agreement shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of

the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to the City from the Contractor can be determined.

5.10 TERMINATION FOR CONVENIENCE: The City reserves the right, in the City's best interest as determined by the City, to cancel any contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.

5.11 CANCELLATION FOR UNAPPROPRIATED FUNDS: The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

5.12 RECORDS/AUDIT: The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The Contractor agrees to make available to the City Auditor or the City Auditor's designee, during normal business hours and in Broward, Miami-Dade or Palm Beach Counties, all books of account, reports, and records relating to this contract. The Contractor shall retain all books of account, reports, and records relating to this contract for the duration of the contract and for three years after the final payment under this Agreement, until all pending audits, investigations or litigation matters relating to the contract are closed, or until expiration of the records retention period prescribed by Florida law or the records retention schedules adopted by the Division of Library and Information Services of the Florida Department of State, whichever is later.

5.13 PERMITS, TAXES, LICENSES: The successful Contractor shall, at his/her/its own expense, obtain all necessary permits, pay all licenses, fees and taxes, required to comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried out under this contract.

5.14 LAWS/ORDINANCES: The Contractor shall observe and comply with all Federal, state, local and municipal laws, ordinances rules and regulations that would apply to this contract.

NON-DISCRIMINATION: The Contractor shall not, in any of its activities, including employment, discriminate against any individual on the basis of race, color, national origin, age, religion, creed, sex, disability, sexual orientation, gender, gender identity, gender expression, marital status, or any other protected classification as defined by applicable law.

1. The Contractor certifies and represents that the Contractor will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, (2019), as may be amended or revised, ("Section 2-187"), during the entire term of this Agreement.
2. The failure of the Contractor to comply with Section 2-187 shall be deemed to be a material breach of this Agreement, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.
3. The City may terminate this Agreement if the Contractor fails to comply with Section 2-187.
4. The City may retain all monies due or to become due until the Contractor complies with Section 2-187.
5. The Contractor may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in section 2-183 of the Code of Ordinances of the City of Fort Lauderdale, Florida.

5.15 UNUSUAL CIRCUMSTANCES: If during a contract term where costs to the City are to remain firm or adjustments are restricted by a percentage or CPI cap, unusual circumstances that could not have been foreseen by either party of the contract occur, and those circumstances significantly affect the Contractor's cost in providing the required prior items or services, then the Contractor may request adjustments to the costs to the City to reflect the changed circumstances. The circumstances must be beyond the control of the Contractor, and the requested adjustments must be fully documented. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the City will reserve the following options:

1. The contract can be canceled by the City upon giving thirty (30) days written notice to the Contractor with no penalty to the City or Contractor. The Contractor shall fill all City requirements submitted to the Contractor until the termination date contained in the notice.

2. The City requires the Contractor to continue to provide the items and services at the firm fixed (non-adjusted) cost until the termination of the contract term then in effect.

3. If the City, in its interest and in its sole opinion, determines that the Contractor in a capricious manner attempted to use this section of the contract to relieve Contractor of a legitimate obligation under the contract, and no unusual circumstances had occurred, the City reserves the right to take any and all action under law or equity. Such action shall include, but not be limited to, declaring the Contractor in default and disqualifying Contractor from receiving any business from the City for a stated period of time.

If the City does agree to adjusted costs, these adjusted costs shall not be invoiced to the City until the Contractor receives notice in writing signed by a person authorized to bind the City in such matters.

5.16 ELIGIBILITY: If applicable, the Contractor must first register with the Florida Department of State in accordance with Florida Statutes, prior to entering into a contract with the City.

5.17 PATENTS AND ROYALTIES: The Contractor, without exception, shall defend, indemnify, and hold harmless the City and the City's employees, officers, employees, volunteers, and agents from and against liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, including their use by the City. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include any and all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

5.18 **ASSIGNMENT:** Contractor shall not transfer or assign the performance required by this ITB without the prior written consent of the City. Any award issued pursuant to this ITB, and the monies, which may become due hereunder, are not assignable except with the prior written approval of the City Commission or the City Manager or City Manager's designee, depending on original award approval.

5.19 **GOVERNING LAW; VENUE:** The Contract shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any lawsuit by either party against the other party or otherwise arising out of the Contract, and for any other legal proceeding, shall be in the courts in and for Broward County, Florida, or in the event of federal jurisdiction, in the Southern District of Florida.

5.20 **PUBLIC RECORDS:**

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT PRRCONTRACT@FORTLAUDERDALE.GOV, 954-828-5002, CITY CLERK'S OFFICE, 100 N. ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA 33301.

Contractor shall comply with public records laws, and Contractor shall:

1. Keep and maintain public records required by the City to perform the service.

2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2019), as may be amended or revised, or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City.

4. Upon completion of the Contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

BID/PROPOSAL CERTIFICATION

Please Note: It is the sole responsibility of the bidder to ensure that his bid is submitted electronically through www.BidSync.com prior to the bid opening date and time listed. Paper bid submittals will not be accepted. All fields below must be completed. If the field does not apply to you, please note N/A in that field.

If you are a foreign corporation, you may be required to obtain a certificate of authority from the department of state, in accordance with Florida Statute §607.1501 (visit http://www.dos.state.fl.us/).

Company: (Legal Registration) EIN (Optional):

Address:

City: State: Zip:

Telephone No.: FAX No.: Email:

Delivery: Calendar days after receipt of Purchase Order **(section 1.02 of General Conditions)**:

Total Bid Discount **(section 1.05 of General Conditions)**:

Check box if your firm qualifies for MBE / SBE / WBE **(section 1.09 of General Conditions)**: ☐

ADDENDUM ACKNOWLEDGEMENT - Proposer acknowledges that the following addenda have been received and are included in the proposal:

Addendum No.	Date Issued	Addendum No.	Date Issued	Addendum No.	Date Issued

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VARIANCES: If you take exception or have variances to any term, condition, specification, scope of service, or requirement in this competitive solicitation you must specify such exception or variance in the space provided below or reference in the space provided below all variances contained on other pages within your response. Additional pages may be attached if necessary. No exceptions or variances will be deemed to be part of the response submitted unless such is listed and contained in the space provided below. The City does not, by virtue of submitting a variance, necessarily accept any variances. If no statement is contained in the below space, it is hereby implied that your response is in full compliance with this competitive solicitation. If you do not have variances, simply mark N/A. **You must also click the "Take Exception" button.**

The below signatory hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the bid/proposal.

I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal, I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications of this bid/proposal. The below signatory also hereby agrees, by virtue of submitting or attempting to submit a response, that in no event shall the City's liability for respondent's direct, indirect, incidental, consequential, special or exemplary damages,

expenses, or lost profits arising out of this competitive solicitation process, including but not limited to public advertisement, bid conferences, site visits, evaluations, oral presentations, or award proceedings exceed the amount of Five Hundred Dollars ($500.00). This limitation shall not apply to claims arising under any provision of indemnification or the City's protest ordinance contained in this competitive solicitation.

Submitted by:

Name (printed)	Signature
Date	Title

Revised 4/28/2020

NON-COLLUSION STATEMENT:

By signing this offer, the vendor/contractor certifies that this offer is made independently and *free* from collusion. Vendor shall disclose below any City of Fort Lauderdale, FL officer or employee, or any relative of any such officer or employee who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement.

Any City of Fort Lauderdale, FL officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement.

For purposes hereof, a person has a material interest if they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

In accordance with City of Fort Lauderdale, FL Policy and Standards Manual, 6.10.8.3,

> 3.3. City employees may not contract with the City through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g. ownership of five (5) percent or more).
>
> 3.4. Immediate family members (spouse, parents and children) are also prohibited from contracting with the City subject to the same general rules.

Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City Procurement Code.

NAME	RELATIONSHIPS

In the event the vendor does not indicate any names, the City shall interpret this to mean that the vendor has indicated that no such relationships exist.

Authorized Signature

Title

Name (Printed)

Date

CONTRACTOR'S CERTIFICATE OF COMPLIANCE WITH NON-DISCRIMINATION PROVISIONS OF THE CONTRACT

The completed and signed form should be returned with the Contractor's submittal. If not provided with submittal, the Contractor must submit within three business days of City's request. Contractor may be deemed non-responsive for failure to fully comply within stated timeframes.

Pursuant to City Ordinance Sec. 2-187(c), bidders must certify compliance with the Non-Discrimination provision of the ordinance.

The Contractor shall not, in any of his/her/its activities, including employment, discriminate against any individual on the basis of race, color, national origin, religion, creed, sex, disability, sexual orientation, gender, gender identity, gender expression, or marital status.

1. The Contractor certifies and represents that he/she/it will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, as amended by Ordinance C-18-33 (collectively, "Section 2-187").

2. The failure of the Contractor to comply with Section 2-187 shall be deemed to be a material breach of this Agreement, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.

3. The City may terminate this Agreement if the Contractor fails to comply with Section 2-187.

4. The City may retain all monies due or to become due until the Contractor complies with Section 2-187.

5. The Contractor may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in section 2-183 of the Code of Ordinances of the City of Fort Lauderdale, Florida.

Authorized Signature

Print Name and Title

Date

City of Fort Lauderdale • Procurement Services Division
100 N. Andrews Avenue, 619 • Fort Lauderdale, Florida 33301
954-828-5933 Fax 954-828-5576
purchase@fortlauderdale.gov

RFP No. 12642-925

TITLE: Purchase & Redevelopment of CRA Property

ADDENDUM NO.1

DATE: 4/19/2022

This addendum is being issued to add ***Evaluation Committee Tabulation for previous Redevelopment of CRA Property***

All other terms, conditions and specifications remain unchanged.

Paulette Hemmings Turner
Purchasing Specialist

Company Name: _____
(Please print)

Bidder's Signature: _____

Date: _____

Addendum 1 Evaluation Committee Tabulation for previous Redevelopment of CRA Property

CITY OF FORT LAUDERDALE
RFP EVALUATION COMMITTEE TABULATION - INITIAL RANKING

RFQ# 12385-105
TITLE: Scattered Site Infill Housing
DATE: 3/1/2021

	Rater #1 - Corey Ritchie												
	Is in the Best Interest and Furtherance of the CRA Redevelopment Plan, and Most Responsive to the Requirements of the RFP.			Design, Construction and Features.			Development Experience, Financial Capacity and Ability Best Suited to Carry Out the Proposal			Home Sales Price/Affordability			
PROPOSING FIRM	Weight Factor	Ranking	Point Subtotal	Weight Factor	Ranking	Point Subtotal	Weight Factor	Ranking	Point Subtotal	Weight Factor	Ranking	Point Subtotal	**Total Points Awarded**
1-Adams Consulting Group	0.20	2	0.40	0.25	2	0.50	0.35	2	0.70	0.20	2	0.40	**2.00**
2-Assured Builders ,Inc	0.20	12	2.40	0.25	12	3.00	0.35	12	4.20	0.20	12	2.40	**12.00**
3-Broward County Minority Builders Coalition, Inc	0.20	6	1.20	0.25	6	1.50	0.35	6	2.10	0.20	6	1.20	**6.00**
4-DeAngelo Development Inc	0.20	1	0.20	0.25	1	0.25	0.35	1	0.35	0.20	1	0.20	**1.00**
5-East to West Development	0.20	13	2.60	0.25	13	3.25	0.35	13	4.55	0.20	13	2.60	**13.00**
6-Elite Equity Development, Inc	0.20	17	3.40	0.25	17	4.25	0.35	17	5.95	0.20	17	3.40	**17.00**
7-Gestido Construction	0.20	4	0.80	0.25	4	1.00	0.35	4	1.40	0.20	4	0.80	**4.00**
8-Howard Pro LLC	0.20	16	3.20	0.25	16	4.00	0.35	16	5.60	0.20	16	3.20	**16.00**
9-KB Financial Group llc	0.20	15	3.00	0.25	15	3.75	0.35	15	5.25	0.20	15	3.00	**15.00**
10-Lemon City Construction	0.20	3	0.60	0.25	3	0.75	0.35	3	1.05	0.20	3	0.60	**3.00**
11-Neighborhood Housing Services of South Florida	0.20	5	1.00	0.25	5	1.25	0.35	5	1.75	0.20	5	1.00	**5.00**
12-OASIS OF HOPE COMMUNITY DEVELOPMENT CORPORA	0.20	7	1.40	0.25	7	1.75	0.35	7	2.45	0.20	7	1.40	**7.00**
13-Palmetto Homes of Miami Inc	0.20	14	2.80	0.25	14	3.50	0.35	14	4.90	0.20	14	2.80	**14.00**
14-Poinciana Development Group Inc	0.20	11	2.20	0.25	11	2.75	0.35	11	3.85	0.20	11	2.20	**11.00**
15-RJS Construction LLC	0.20	10	2.00	0.25	10	2.50	0.35	10	3.50	0.20	10	2.00	**10.00**
16-T. Knowles & Associates LLC	0.20	9	1.80	0.25	9	2.25	0.35	9	3.15	0.20	9	1.80	**9.00**
17-United States assocation of CDC Inc	0.20	8	1.60	0.25	8	2.00	0.35	8	2.80	0.20	8	1.60	**8.00**
		153			153			153			153		

	Rater #1 - Rachel Williams												
	Is in the Best Interest and Furtherance of the CRA Redevelopment Plan, and Most Responsive to the Requirements of the RFP.			Design, Construction and Features.			Development Experience, Financial Capacity and Ability Best Suited to Carry Out the Proposal			Home Sales Price/Affordability			
PROPOSING FIRM	Weight Factor	Ranking	Point Subtotal	Weight Factor	Ranking	Point Subtotal	Weight Factor	Ranking	Point Subtotal	Weight Factor	Ranking	Point Subtotal	**Total Points Awarded**
1-Adams Consulting Group	0.20	1	0.20	0.25	2	0.50	0.35	1	0.35	0.20	3	0.60	**1.65**
2-Assured Builders ,Inc	0.20	12	2.40	0.25	12	3.00	0.35	12	4.20	0.20	12	2.40	**12.00**
3-Broward County Minority Builders Coalition, Inc	0.20	7	1.40	0.25	7	1.75	0.35	7	2.45	0.20	11	2.20	**7.80**
4-DeAngelo Development Inc	0.20	2	0.40	0.25	1	0.25	0.35	2	0.70	0.20	4	0.80	**2.15**
5-East to West Development	0.20	5	1.00	0.25	9	2.25	0.35	9	3.15	0.20	7	1.40	**7.80**
6-Elite Equity Development, Inc	0.20	16	3.20	0.25	16	4.00	0.35	16	5.60	0.20	16	3.20	**16.00**
7-Gestido Construction	0.20	3	0.60	0.25	5	1.25	0.35	4	1.40	0.20	5	1.00	**4.25**
8-Howard Pro LLC	0.20	13	2.60	0.25	13	3.25	0.35	13	4.55	0.20	13	2.60	**13.00**
9-KB Financial Group llc	0.20	17	3.40	0.25	17	4.25	0.35	17	5.95	0.20	17	3.40	**17.00**
10-Lemon City Construction	0.20	4	0.80	0.25	4	1.00	0.35	3	1.05	0.20	1	0.20	**3.05**
11-Neighborhood Housing Services of South Florida	0.20	11	2.20	0.25	11	2.75	0.35	11	3.85	0.20	9	1.80	**10.60**
12-OASIS OF HOPE COMMUNITY DEVELOPMENT CORPORA	0.20	6	1.20	0.25	3	0.75	0.35	5	1.75	0.20	2	0.40	**4.10**
13-Palmetto Homes of Miami Inc	0.20	15	3.00	0.25	15	3.75	0.35	15	5.25	0.20	15	3.00	**15.00**
14-Poinciana Development Group Inc	0.20	14	2.80	0.25	14	3.50	0.35	14	4.90	0.20	14	2.80	**14.00**
15-RJS Construction LLC	0.20	8	1.60	0.25	8	2.00	0.35	8	2.80	0.20	8	1.60	**8.00**
16-T. Knowles & Associates LLC	0.20	9	1.80	0.25	10	2.50	0.35	10	3.50	0.20	6	1.20	**9.00**
17-United States assocation of CDC Inc	0.20	10	2.00	0.25	6	1.50	0.35	6	2.10	0.20	10	2.00	**7.60**
		153			153			153			153		

	Rater #1 - Thomas Green														
	Is in the Best Interest and Furtherance of the CRA Redevelopment Plan, and Most Responsive to the Requirements of the RFP.			Design, Construction and Features.			Development Experience, Financial Capacity and Ability Best Suited to Carry Out the Proposal			Home Sales Price/Affordability						
PROPOSING FIRM	Weight Factor	Ranking	Point Subtotal	Weight Factor	Ranking	Point Subtotal	Weight Factor	Ranking	Point Subtotal	Weight Factor	Ranking	Point Subtotal	**Total Points Awarded**	**Average Points Awarded**	**Total Combined Points**	**FINAL RANKING**
1-Adams Consulting Group	0.20	4	0.80	0.25	3	0.75	0.35	4	1.40	0.20	6	1.20	**4.15**	2.60	**7.80**	2
2-Assured Builders ,Inc	0.20	12	2.40	0.25	12	3.00	0.35	12	4.20	0.20	11	2.20	**11.80**	11.93	**35.80**	12
3-Broward County Minority Builders Coalition, Inc	0.20	8	1.60	0.25	8	2.00	0.35	6	2.10	0.20	10	2.00	**7.70**	7.17	**21.50**	6
4-DeAngelo Development Inc	0.20	1	0.20	0.25	2	0.50	0.35	3	1.05	0.20	4	0.80	**2.55**	1.90	**5.70**	1
5-East to West Development	0.20	5	1.00	0.25	4	1.00	0.35	2	0.70	0.20	7	1.40	**4.10**	8.30	**24.90**	9
6-Elite Equity Development, Inc	0.20	16	3.20	0.25	16	4.00	0.35	16	5.60	0.20	16	3.20	**16.00**	16.33	**49.00**	17
7-Gestido Construction	0.20	2	0.40	0.25	1	0.25	0.35	1	0.35	0.20	8	1.60	**2.60**	3.62	**10.85**	3
8-Howard Pro LLC	0.20	14	2.80	0.25	14	3.50	0.35	14	4.90	0.20	14	2.80	**14.00**	14.33	**43.00**	14
9-KB Financial Group llc	0.20	17	3.40	0.25	17	4.25	0.35	17	5.95	0.20	17	3.40	**17.00**	16.33	**49.00**	16
10-Lemon City Construction	0.20	7	1.40	0.25	7	1.75	0.35	7	2.45	0.20	1	0.20	**5.80**	3.95	**11.85**	4
11-Neighborhood Housing Services of South Florida	0.20	10	2.00	0.25	9	2.25	0.35	11	3.85	0.20	5	1.00	**9.10**	8.23	**24.70**	8
12-OASIS OF HOPE COMMUNITY DEVELOPMENT CORPORA	0.20	3	0.60	0.25	5	1.25	0.35	5	1.75	0.20	2	0.40	**4.00**	5.03	**15.10**	5
13-Palmetto Homes of Miami Inc	0.20	15	3.00	0.25	15	3.75	0.35	15	5.25	0.20	15	3.00	**15.00**	14.67	**44.00**	15
14-Poinciana Development Group Inc	0.20	13	2.60	0.25	13	3.25	0.35	13	4.55	0.20	13	2.60	**13.00**	12.67	**38.00**	13
15-RJS Construction LLC	0.20	11	2.20	0.25	11	2.75	0.35	10	3.50	0.20	3	0.60	**9.05**	9.02	**27.05**	11
16-T. Knowles & Associates LLC	0.20	9	1.80	0.25	6	1.50	0.35	9	3.15	0.20	9	1.80	**8.25**	8.75	**26.25**	10
17-United States assocation of CDC Inc	0.20	6	1.20	0.25	10	2.50	0.35	8	2.80	0.20	12	2.40	**8.90**	8.17	**24.50**	7
		153			153			153			153					

City of Fort Lauderdale • Procurement Services Division
100 N. Andrews Avenue, 619 • Fort Lauderdale, Florida 33301
954-828-5933 Fax 954-828-5576
purchase@fortlauderdale.gov

RFP No. 12642-925

TITLE: Purchase & Redevelopment of CRA Property

ADDENDUM NO.2

DATE: 4/25/2022

This addendum is being issued to Amends ***Section 3.4 Appraised Value, History and Existing Documents***

All other terms, conditions and specifications remain unchanged.

Paulette Hemmings Turner
Purchasing Specialist

Company Name: _____
(Please print)

Bidder's Signature: _____

Date: _____

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Change From



3.4 **Appraised Value, History and Existing Documents**
The Property is owned by the CRA and was appraised by American Realty Consultants as of October 5, 2021 **(Attachment 2)** as follows:

SUMMARY OF MARKET VALUE CONCLUSIONS				
PARCEL	ADDRESS	PROPERTY ID	SQUARE FEET	MARKET VALUE
1			24,778	$ 750,000.00
	538 NW 8 Avenue	504203011850		
	790 Sistrunk Blvd	504203011860		
		504203011870		
		504203011880		
		504203011890		
2			7,925	$ 225,000.00
	551 NW 7 Terrace	504203011600		
	547 NW 7 Terrace	504203011610		
3			10,125	$ 70,000.00
	537 NW 7 Terrace	504203011630		
TOTAL			42,828	$ 1,245,000.00

Please refer to surveys by McLaughlin Engineering Company, for square footage and dimensions of parcels, attached as Attachment 3.

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Change To

City of Fort Lauderdale Bid 12642-925



3.4 Appraised Value, History and Existing Documents

The Property is owned by the CRA and was appraised by American Realty Consultants as of October 5, 2021 (**Attachment 2**) as follows:

SUMMARY OF MARKET VALUE CONCLUSIONS				
PARCEL	ADDRESS	PROPERTY ID	SQUARE FEET	MARKET VALUE
1			24,778	$ 750,000.00
	538 NW 8 Avenue	504203011850		
	790 Sistrunk Blvd	504203011860		
		504203011870		
		504203011880		
		504203011890		
2			7,925	$ 225,000.00
	551 NW 7 Terrace	504203011600		
	547 NW 7 Terrace	504203011610		
3			10,125	$ 270,000.00
	537 NW 7 Terrace	504203011630		
TOTAL			42,828	$ 1,245,000.00

Please refer to surveys by McLaughlin Engineering Company, for square footage and dimensions of parcels, attached as **Attachment 3.**

Version 12-2021

3/18/2022 6:45 AM p. 21

Question and Answers for Bid #12642-925 - Purchase and Development of CRA Property

Overall Bid Questions

Question 1
When does the CRA expire/sunset? **(Submitted: Mar 28, 2022 6:04:07 PM EDT)**

Answer

- The CRA should sunset on November 25, 2025 unless extended by Broward County and the City of Fort Lauderdale. **(Answered: Mar 29, 2022 11:32:22 AM EDT)**

Question 2
What is the rebate rate of the TIF collected by the CRA? **(Submitted: Mar 28, 2022 6:10:24 PM EDT)**

Answer

- The CRA does have a tax reimbursement program, however, we are not accepting new applications. It is a 5 year tax reimbursement program and there is less than 5 years until sunset. **(Answered: Mar 29, 2022 11:32:22 AM EDT)**

Question 3
Please provide previous bid tabulation **(Submitted: Mar 29, 2022 5:40:35 PM EDT)**

Answer

- See Addendum 1 **(Answered: Apr 19, 2022 10:05:47 AM EDT)**

Question 4
Do you have survey for this property? **(Submitted: Apr 5, 2022 12:57:42 PM EDT)**

Answer

- Yes. Please refer to the NPF CRA Exhibits on page 84 of the Solicitation. **(Answered: Apr 18, 2022 10:38:41 AM EDT)**

Question 5
What is the zoning code for this property **(Submitted: Apr 5, 2022 5:14:43 PM EDT)**

Answer

- Yes, Please refer to Section 3.5 of the Solicitation. **(Answered: Apr 18, 2022 10:38:42 AM EDT)**

Question 6
Can the bid submission deadline be extended 30 days? **(Submitted: Apr 14, 2022 3:26:55 PM EDT)**

Answer

- No, there will not be a bid deadline extention. **(Answered: Apr 18, 2022 10:38:42 AM EDT)**

Question 7
The bid requires the project to be completed within 24 months of award. How are these 24 months calculated

since permitting is out of the control of the developer? **(Submitted: Apr 14, 2022 3:28:54 PM EDT)**

Answer

- The 24 month completion requirement is typical of other CRA projects of similar scope. In addition, the Northwest-Progresso-Flagler Heights Redevelopment Area sunsets on November 7, 2025. **(Answered: Apr 18, 2022 10:38:42 AM EDT)**

Question 8

1. Is there CRA funding designated for the winner of the project? What is the amount? **(Submitted: Apr 18, 2022 4:40:33 PM EDT)**

Answer

- No. There is no specific amount designated. **(Answered: Apr 19, 2022 2:14:59 PM EDT)**

Question 9

Must the winning developer submit a CRA incentive application to receive the funds or will the funds be automatically allocated? **(Submitted: Apr 18, 2022 4:41:02 PM EDT)**

Answer

- CRA funds are not automatically allocated.

The Developer must submit a CRA incentive application if requesting CRA financial assistance for the project. See Section 4.2.5 C of the Solicitation. **(Answered: Apr 19, 2022 2:14:59 PM EDT)**

Question 10

In section 4.1-5 of the RFP, Financing Information, how is the financial information kept private. We have some very private information that we would not like shared with the public. Under the Trade Secrets Act, Florida Statues F.S 688.006, preservation of secrecy, we should be able to suppress the financial information separately from the public? Can we send a supplement password protected file for the financial information? **(Submitted: Apr 19, 2022 3:55:37 PM EDT)**

Answer

- Please refer to General Conditions Section 2.17 Minimum Qualification as it relates to the responsiveness.

It is suggested proposers seek the guidance of their own legal counsel to advise you on potential protections under the Trade Secrets Act, Florida Statutes F.S 688.006. Any request for confidentiality of information will be reviewed under Florida Sunshine and Public Records law.

Please note F.S. 119.0715(2) does state that a â¢trade secretâ is exempt and confidential from public disclosure. However, under certain circumstances F.S. Section 119.0715 (3) does permit disclosure to another governmental agency. **(Answered: May 2, 2022 8:55:06 AM EDT)**

Question 11

In Section IV, Property Purchase Offer page, it ask for Financial Resources (If required), Can you explain more about what goes on this line? Do we put the CRA financial assistance amount here? **(Submitted: Apr 22, 2022 3:50:17 PM EDT)**

Answer

- Yes. This line should reflect the amount of financial assistance requested from the CRA as detailed in a completed CRA Incentive Application, if seeking CRA financial assistance for the Project. **(Answered: Apr 25, 2022 10:28:34 AM EDT)**

Question 12

On page 21, Section 3.4 Appraised Value, History, and Existing Documents, Parcel 3, 537 NW 7 Terrace, The market value says $70K, whereas on page 167 and 172, , its says $270K for the market value of this same property. Can you clarify what is the CRA's asking price for this parcel? **(Submitted: Apr 22, 2022 4:45:34 PM EDT)**

Answer

- The appraised value of Parcel 3 referenced on Page 21 of the RFP is $270,000.00, as stated in the appraisal. The $70,000.00 listed on page 21 of the RFP is a typographic error. The total value of the Property remains the same at $1,245,000.00. The CRA does not have a specific asking price for the Property, but the Proposer must submit a Purchase offer for the Property .

Please see Addendum 2 **(Answered: Apr 25, 2022 10:28:34 AM EDT)**

Question 13

In the Bid/Proposal Certification form, There is a question about Delivery and Total Bid Discount. More specifically on Delivery, is this where we put the required 24 months for development? **(Submitted: Apr 25, 2022 12:16:24 PM EDT)**

Answer

- This is a generic form, thus the section that does not apply should be left blank.

Please ignore the following sections as they do not relate to this solicitation:
Delivery:
Total Bid Discount:
MBE/SBE/WBE: **(Answered: Apr 26, 2022 8:38:24 AM EDT)**

Question 14

To ensure that we are submitting the correct information, Can you explain the difference between section 3) Company Information; b)Minority/Women Participation and section 9 Minority/Women (M/WBE) Participation **(Submitted: Apr 28, 2022 2:59:33 PM EDT)**

Answer

- Please note that all references in the solicitation regarding Minority/Women (M/WBE) Participation are for information purposes, there are no Minority/Women (M/WBE) goals associated with this project. **(Answered: Apr 29, 2022 12:30:22 PM EDT)**