

# POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY

Meeting Date: July 18, 2017

Agenda Item 1

**REQUESTED CRA BOARD ACTION:**

Resolution(s)     Consideration     Approval     Other

**SHORT TITLE OR MOTION:**    A RESOLUTION OF THE POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY, APPROVING AND AUTHORIZING THE PROPER OFFICIAL TO EXECUTE A SATISFACTION OF MORTGAGE PERTAINING TO A DEFERRED PAYMENT LOAN GIVEN BY THE POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY TO WESLEY R. INNOCENT AND MICHELE N. INNOCENT FOR PROPERTY LOCATED AT 2031 NW 6<sup>TH</sup> COURT; PROVIDING AN EFFECTIVE DATE.

**Summary of Purpose and Why:**

Staff recommends that the CRA Board approve this Satisfaction of Mortgage for the sum of \$63,000.00. The property is located in Pompano Springs Replat and as a requirement of the Deferred Payment Loan, the homeowners must care for, maintain and hold title to the property for at least 10 years. The original loan agreement was executed on June 29, 2007 and modified on August 23, 2011, and the owner has met this obligation.

**QUESTIONS TO BE ANSWERED BY ORIGINATING DEPARTMENT:**

- (1) Origin of request for this action:    Staff
- (2) Primary staff contact:    David Hasenauer    Ext. 4655
- (3) Expiration of contract, if applicable:    N/A
- (4) Fiscal impact and source of funding:    N/A

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	AUTHORIZED SIGNATURE OR ATTACHED MEMO NUMBER

- CRA Executive Director
- CRA Attorney
- Finance Director

  
Claudia M. McKenna  
A. [unclear]

**ACTION PREVIOUSLY TAKEN BY CRA BOARD:**

Resolution Results:	Consideration Results:	Other Results:



100 W. Atlantic Blvd. Room 276  
Pompano Beach, FL 33060

Phone: (954) 545-7769  
Fax: (954) 786-7836

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MEMORANDUM

To: CRA Board

Through: Chris Brown, Co-Executive Director  
Kim Briesemeister, Co-Executive Directors

From: David Hasenauer, Project Manager

Date: July 18, 2017

Subject: Wesley R. Innocent and Michele N. Innocent - Approval of a Satisfaction of Mortgage pertaining to a Mortgage Deed and Promissory Note for property located at 2031 NW 6<sup>th</sup> Court, Pompano Beach, FL 33069 within Pompano Springs Replat.

Background

The CRA requirement for a deferred payment loan is that the homeowners must care for, maintain and hold title to the property for at least ten (10) years. The deferred payment loan is reduced by 1/120<sup>th</sup> over the 10 year period; afterwards, the total amount of the loan is forgiven. The original loan was executed on June 29, 2007 and modified on August 23, 2011, and more than 10 years have passed since the original loan. The property has been maintained and cared for and the owner continues to hold title to the property.

CRA staff believes the homeowner has met these obligations and has performed pursuant to this agreement. Staff recommends approval of the Satisfaction of Mortgage pertaining to the deferred payment loan given for property located at 2031 NW 6<sup>th</sup> Court, Pompano Beach, FL 33069.

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**POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY**

**A RESOLUTION OF THE POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY (CRA) APPROVING AND AUTHORIZING THE PROPER OFFICIALS TO EXECUTE A SATISFACTION OF MORTGAGE PERTAINING TO A DEFERRED PAYMENT LOAN GIVEN BY THE CRA TO WESLEY R. INNOCENT AND MICHELE N. INNOCENT FOR PROPERTY LOCATED AT 2031 NW 6<sup>TH</sup> COURT; PROVIDING AN EFFECTIVE DATE.**

WHEREAS, Wesley R. Innocent and Michele N. Innocent provided a mortgage to the Pompano Beach Community Redevelopment Agency securing a note for a deferred payment mortgage in the amount of \$63,000 for property known as Lot 94, Pompano Springs Replat, According to Plat Thereof As Recorded in Plat Book 173, Pages 171 Thru 175 of the Public Records of Broward County, Florida; now, therefore,

**BE IT RESOLVED BY THE POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY THAT:**

**SECTION 1.** The proper officials are hereby authorized to execute a Satisfaction of Mortgage, attached hereto as Exhibit "A", wherein the CRA provides a written satisfaction of the Mortgage recorded in Book 44279, Pages 800-804, and Mortgage Deed and Note Modification Agreement recorded in Book 48489, Pages 1525-1529 of the Public Records of Broward County, Florida pertaining to a Deferred Payment Loan given by the Pompano Beach Community Redevelopment Agency for real property located at 2031 NW 6<sup>th</sup> Court, Pompano Beach, Florida, 33069.

**SECTION 2.** This Resolution shall become effective upon passage.

**PASSED AND ADOPTED** this \_\_\_\_\_ day of July, 2017.

\_\_\_\_\_  
**LAMAR FISHER, CHAIRPERSON**

**ATTEST:**

\_\_\_\_\_  
**CATHY TRENKLE, SECRETARY**

**THIS INSTRUMENT PREPARED BY:**  
Marsha Carmichael, Pompano Beach CRA  
100 W. Atlantic Blvd., Rm 276  
Pompano Beach, Florida 33060

**SATISFACTION OF MORTGAGE**

The Pompano Beach Community Redevelopment Agency (CRA), located at 100 West Atlantic Boulevard, Pompano Beach, Florida 33060, the undersigned owner and holder of a certain mortgage deed and of the indebtedness secured by it, made by Wesley R. Innocent and Michele N. Innocent, Husband and Wife, of 2031 NW 6<sup>th</sup> Court, Pompano Beach, Florida, 33069, to the CRA for Sixty Three Thousand (\$63,000) Dollars dated June 29, 2007 and recorded in Public Records Book 44279, Pages 800-804, and that certain Mortgage Deed and Note Modification Agreement made by Wesley R. Innocent and Michele N. Innocent, Husband and Wife dated August 23, 2011, and recorded in Public Records Book 48489, Pages 1525-1529, all of the Public Records of Broward County, Florida, for the property situated in Broward County, Florida, described as follows, to-wit:

**LOT 102, POMPANO SPRINGS REPLAT, ACCORDING TO  
THE PLAT THEREOF AS RECORDED IN PLAT BOOK 173,  
PAGES 171 THRU 175 OF THE PUBLIC RECORDS OF  
BROWARD COUNTY, FLORIDA; AKA 2031 NW 6<sup>TH</sup> COURT,  
POMPANO BEACH, FL 33069.**

**Folio#: 4842 34 35 0940**

does acknowledge by and through its undersigned officials that the above-described indebtedness has been satisfied, and by this instrument does cancel the above-described mortgage and the indebtedness secured by said mortgage, together with the Mortgage Deed and Note Modification.

WITNESS our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

Signed, Sealed and Witnessed  
In the Presence of:

**POMPANO BEACH COMMUNITY  
REDEVELOPMENT AGENCY**

\_\_\_\_\_

By: \_\_\_\_\_  
Lamar Fisher, Chairman

Print Name: \_\_\_\_\_

\_\_\_\_\_

ATTEST:

Print Name: \_\_\_\_\_

\_\_\_\_\_  
Cathy Trenkle, Secretary

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2017 by **LAMAR FISHER**, as Chairman of the Pompano Beach Community Redevelopment Agency, who is personally known to me.

NOTARY'S SEAL:

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

\_\_\_\_\_  
(Name of Acknowledger Typed, Printed or Stamped)

\_\_\_\_\_  
Commission Number

STATE OF FLORIDA  
COUNTY OF BROWARD

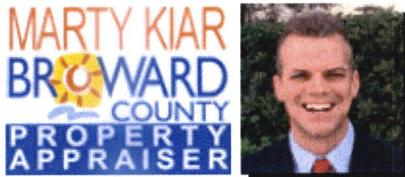
The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2017 by **CATHY TRENKLE**, as Secretary of the Pompano Beach Community Redevelopment Agency, who is personally known to me.

NOTARY'S SEAL:

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

\_\_\_\_\_  
(Name of Acknowledger Typed, Printed or Stamped)

\_\_\_\_\_  
Commission Number



<b>Site Address</b>	2031 NW 6 COURT, POMPANO BEACH FL 33069	<b>ID #</b>	4842 34 35 0940
<b>Property Owner</b>	INNOCENT, WESLEY & MICHELE	<b>Millage</b>	1512
<b>Mailing Address</b>	2031 NW 6 CT POMPANO BEACH FL 33069	<b>Use</b>	01
<b>Abbreviated Legal Description</b>	POMPANO SPRINGS REPLAT 173-171 B LOT 94		

The just values displayed below were set in compliance with **Sec. 193.011, Fla. Stat.**, and include a reduction for costs of sale and other adjustments required by **Sec. 193.011(8)**.

Property Assessment Values					
Click here to see 2016 Exemptions and Taxable Values as reflected on the Nov. 1, 2016 tax bill.					
Year	Land	Building / Improvement	Just / Market Value	Assessed / SOH Value	Tax
2017	\$23,090	\$150,070	\$173,160	\$72,000	
2016	\$19,250	\$144,390	\$163,640	\$70,520	\$782.24
2015	\$19,250	\$90,690	\$109,940	\$70,030	\$803.80

2017 Exemptions and Taxable Values by Taxing Authority				
	County	School Board	Municipal	Independent
<b>Just Value</b>	\$173,160	\$173,160	\$173,160	\$173,160
<b>Portability</b>	0	0	0	0
<b>Assessed/SOH 09</b>	\$72,000	\$72,000	\$72,000	\$72,000
<b>Homestead 100%</b>	\$25,000	\$25,000	\$25,000	\$25,000
<b>Add. Homestead</b>	\$22,000	0	\$22,000	\$22,000
<b>Wid/Vet/Dis</b>	0	0	0	0
<b>Senior</b>	0	0	0	0
<b>Exempt Type</b>	0	0	0	0
<b>Taxable</b>	\$25,000	\$47,000	\$25,000	\$25,000

Sales History			
Date	Type	Price	Book/Page or CIN
6/25/2007	SWD-T	\$100	44279 / 776
9/14/2004	QC*	\$100	38354 / 249
9/26/2003	WD*	\$485,700	36173 / 216

Land Calculations		
Price	Factor	Type
\$3.00	7,698	SF
<b>Adj. Bldg. S.F. (Card, Sketch)</b>		1721
<b>Units/Beds/Baths</b>		1/3/2
<b>Eff./Act. Year Built: 2009/2008</b>		

\* Denotes Multi-Parcel Sale (See Deed)

Special Assessments								
Fire	Garb	Light	Drain	Impr	Safe	Storm	Clean	Misc
15			3B					
R			3B					
1			.18					

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**Prepared By and Return to:**  
Pompano Beach Community  
Redevelopment Agency  
100 W. Atlantic Blvd.  
Pompano Beach, Florida 33061

### THIS MORTGAGE DEED

Executed the 29 day of June A.D. 2007 by

~~Wesley R. Innocent and Michele N. Innocent, Husband and Wife~~  
**THIS IS NOT AN**

hereinafter called the mortgagor, to

**OFFICIAL COPY**

**POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY**, whose post office address is 100 West Atlantic Boulevard, Pompano Beach, Florida 33060,

hereinafter called the mortgagee, to:

(Wherever used herein the terms "mortgagor" and "mortgagee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations; and the term "note" includes all the notes herein described if more than one.)

**Witnesseth**, that for good and valuable considerations, and also in consideration of the aggregate sum named in the promissory note of even date herewith, hereinafter described, the mortgagor hereby grants, bargains, sells, aliens, remises, conveys and confirms unto the mortgagee all the certain land of which the mortgagor is now seized and in possession situate in Broward County, Florida, viz:

**LOT 94, POMPANO SPRINGS REPLAT, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 173, PAGES 171 THRU 175 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.**

This is a Second mortgage and is inferior to a mortgage in favor of Bank Atlantic.

**To Have and to Hold** the same, together, with the tenements, hereditaments and appurtenances thereto belonging, and the rents, issues and profits thereof, unto the mortgagee, in fee simple.

**And** the mortgagor covenants with the mortgagee that the mortgagor is indefeasibly seized of said land in fee simple; that the mortgagor has good right and lawful authority to convey said land as aforesaid; that the mortgagor will make such further assurances to perfect the fee simple title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free and clear of all encumbrances.

WAS

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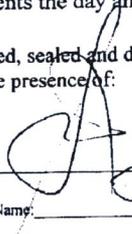
**Provided Always**, that if said mortgagor shall pay unto said mortgagee the certain promissory note dated 29 day of June, A.D. 2007, for the sum of Sixty-Three Thousand and 00/100 Dollars, (\$63,000.00), signed by Wesley R. Innocent and Michele N. Innocent, Husband and Wife, and shall perform, comply with and abide by each and every the agreements, stipulations, conditions and covenants thereof, and of this mortgage, then this mortgage and the estate hereby created, shall cease, determine and be null and void.

**And** the mortgagor hereby further covenants and agrees to pay promptly when due the principal and interest and other sums of money provided for in said note and this mortgage, or either; to pay all and singular the taxes, assessments, levies, liabilities, obligations, and encumbrances of every nature on said property; to permit, commit or suffer no waster, impairment or deterioration of said land or the improvements thereon at any time; to keep the buildings now or hereafter on said land fully insured in a sum of not less than the full insurable value in a company or companies acceptable to the mortgagee, the policy or policies to be held by and payable to said mortgagee, and in the event any sum of money becomes payable by virtue of such insurance the mortgagee shall have the right to receive and apply the same to the indebtedness hereby secured, accounting to the mortgagor for any surplus; to pay all costs, charges, and expenses, including lawyer's fees and title searches, reasonably incurred or paid by the mortgagee because of the failure of the mortgagor to promptly and fully comply with the agreements, stipulations, conditions and covenants of said note and this mortgage, or either; to perform, comply with and abide by each and every the agreements, stipulations, conditions and covenants set forth in said note and this mortgage or either. In the event the mortgagor fails to pay when due any tax, assessment, insurance premium or other sum of money payable by virtue of said note and this mortgage, or either, the mortgagee may pay the same, without waiving or affecting the option to foreclose or any other right hereunder, and all such payments shall bear interest from date thereof at the highest lawful rate then allowed by the laws of the State of Florida.

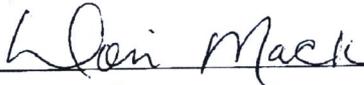
**If** any sum of money herein referred to be not promptly paid within thirty (30) days next after the same becomes due, or if each and every the agreements, stipulations, conditions and covenants of said note and this mortgage, or either, are not fully performed, complied with and abided by, then the entire sum mentioned in said note, and this mortgage, or the entire balance unpaid thereon, shall forthwith or thereafter, at the option of the mortgagee, become and be due and payable, anything in said note or herein to the contrary notwithstanding. Failure by the mortgagee to exercise any of the rights or options herein provided shall not constitute a waiver of any rights or options under said note or this mortgage accrued or thereafter accruing.

**In Witness Whereof**, the said mortgagor has hereunto signed and sealed these presents the day and year first above written.

Signed, sealed and delivered  
in the presence of:

  
\_\_\_\_\_  
Print Name: Bishop

  
\_\_\_\_\_  
Print Name: Wesley R. Innocent

  
\_\_\_\_\_  
Print Name: D. Mack

  
\_\_\_\_\_  
Print Name: Michele N. Innocent

STATE OF FLORIDA )  
COUNTY OF )

The foregoing instrument was acknowledged before me on the 29 day of June, 2007, by Wesley R. Innocent and Michelle D. Innocent, who is personally known to me or who has produced Florida (type of identification) as identification.



Suzanne Bishop  
Commission # 00072237  
Expires December 15, 2008

NOTARY SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

Print Name \_\_\_\_\_  
THIS IS NOT AN  
(Commission Number) \_\_\_\_\_  
OFFICIAL COPY

GBI /jrm  
lrea est/cra/mtgedeed

**PROMISSORY NOTE**  
**FOR DEFERRED PAYMENT LOAN**

MORTGAGOR(S): Wesley R. Innocent and Michele N. Innocent, Husband and Wife

PROPERTY ADDRESS: 2031 NW 6th Court  
Pompano Beach, FL 33069

PLACE EXECUTED: Broward County

TAX FOLIO NO.: 18234-35-09400

DATE EXECUTED: 6.29.07

LEGAL DESCRIPTION

**LOT 94, POMPANO SPRINGS REPLAT, ACCORDING TO  
THE PLAT THEREOF AS RECORDED IN PLAT BOOK  
173, PAGES 171 THRU 175 OF THE PUBLIC RECORDS OF  
BROWARD COUNTY, FLORIDA.**

THIS IS NOT AN  
OFFICIAL COPY

\$63,000.00 Maximum

**FOR VALUE RECEIVED**, the undersigned Borrower(s)/Mortgagor(s) jointly and severally promise(s) to pay to the order of the POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY (CRA), or its successors and assigns (herein called "Lender"), the maximum principal sum of **Sixty-Three Thousand and 00/100 DOLLARS (\$63,000.00)**, or such lesser amount as may be endorsed on this note on behalf of lender, which is a loan in the form of a Deferred Payment Loan-to-Grant.

Upon transfer, sale or conveyance of the Property, the Borrower(s)/Mortgagor(s), of the above-described property, shall pay to the CRA a Recapture Amount, if any, as follows:

A. For transfer, sale or conveyance of the Property within seven (7) years from the Note date, the full difference between the original, actual purchase price (including the value of the land) and the re-sale price of the property, up to the loan amount, less the Owner's down payment and any mortgage principal reduction that may have occurred through payment shall be due and owing.

*WRI*

B. For transfer, sale or conveyance of the Property after eight (8) to thirty (30) years from the Note date, the recapture amount as calculated in Section A. hereinabove reduced at the rate of one percent (1%) for each year lapsed from the Note date shall be due and owing.

C. After thirty (30) years from the note date, should all sums due and owing, if any, be paid, the mortgage principal shall be forgiven.

D. All sums due and owing shall bear interest at the rate of twelve percent (12%) per year if not paid within thirty (30) days of the transfer, sale or conveyance.

**THIS NOTE** is secured by a Mortgage duly filed for record in Broward County, Florida.

If the Borrower shall default in the payment of a first mortgage on the property which secures this Note, and the mortgage holder commences foreclosure on that first mortgage, the entire balance on this Loan/Grant shall become due and payable.

All parties to this Note hereby waive presentment for payment, demand, protest, notice of protest and notice of dishonor. The Borrower hereby waives, to the extent permitted by law, any and all homestead and other exemption rights which otherwise would apply to the debt evidenced by this Note.

**IN WITNESS WHEREOF**, this Note has been duly executed by the undersigned Borrower(s) as of the date shown above.

OFFICIAL COPY

*Wesley R. Prince*  
\_\_\_\_\_  
*Michael J. [unclear]*  
\_\_\_\_\_

GBL/jrm  
4/16/07  
l:re.alest/cra/2007-1154

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**Prepared by:**  
Gordon B. Linn  
P.O. Box 1300  
Pompano Beach, FL 33061

**MORTGAGE DEED AND NOTE  
MODIFICATION AGREEMENT**

This Agreement made this the 23<sup>rd</sup> day of AUGUST, 2011, between WESLEY R. INNOCENT and MICHELE N. INNOCENT, husband and wife, whose post office address is 2031 NW 6th Court, Pompano Beach, Florida 33069, hereinafter referred to as Mortgagor, and the POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY, whose post address is 100 W. Atlantic Blvd., Pompano Beach, Florida, 33060, hereinafter referred to as Mortgagee.

The parties recite and declare that:

A. Mortgagee is the owner and holder of a certain Promissory Note dated June 29, 2007, executed by Mortgagor, secured by a Mortgage of even date therewith ("Mortgage"), recorded in Official Records Book 44279, Page 800 - 804 of the Public Records of Broward County, Florida, encumbering certain real property described as follows:

**Lot 94, Pompano Springs Replat, according to the plat thereof as recorded in Plat Book 173, Pages 171 - 175 of the Public Records of Broward County, Florida**

B. The parties hereto desire to modify the terms stated in the Mortgage Deed and Promissory Note.

For the reasons set forth above, and in consideration of the mutual covenants and promises of the parties hereto, Mortgagor and Mortgagee covenant and agree as follows:

That the terms of the Promissory Note hereinabove referenced be and the same is hereby modified and amended to read as follows nunc pro tunc from the date said Mortgage Deed and Promissory Note was recorded:

FOR VALUE RECEIVED, the undersigned Borrower(s)/Mortgagor(s) jointly and severally promise(s) to pay to the POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY (CRA), or its successors and assigns (herein called "Lender"), the maximum principal sum of Sixty Three Thousand and 00/100 Dollars (\$63,000.00), or such lesser amount as may be endorsed on this note on behalf of Lender, which is a loan in the form of a Deferred Payment Loan-to-Grant.

Upon transfer, sale or conveyance of the Property, the Borrower(s)/Mortgagor(s), of the above-described property, shall pay to the CRA a Recapture Amount, if any, as follows:

A. For transfer, sale or conveyance of the Property within ~~seven (7)~~ ten (10) years from the Note date, the full difference between the original, actual purchase price (including the value of the land) and the re-sale price of the property, up to the loan

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amount, less the Owner's down payment and any mortgage principal reduction that may have occurred through payment shall be due and owing.

B. For transfer, sale or conveyance of the Property after ~~eight (8)~~ one (1) to ~~thirty (30)~~ ten (10) years from the Note date, the recapture amount as calculated in Section A. hereinabove reduced at the rate of ~~one ten~~ percent (± 10%) for each year lapsed from the Note date shall be due and owing.

C. After ~~thirty (30)~~ ten (10) years from the note date, should all sums due and owing, if any, be paid, the mortgage principal shall be forgiven.

D. All sums due and owing shall bear interest at the rate of twelve percent (12%) per year as provided by Florida Statutes if not paid within thirty (30) days of the transfer, sale or conveyance.

All terms, covenants and conditions of the said Mortgage Deed and Promissory Note, except as herein modified, shall remain in full force and effect.

This agreement shall be binding on all the heirs and assigns of the respective parties hereto.

In Witness Whereof, the parties have executed this agreement the day and year first above written.

WITNESSES

Natasha Alfano  
Natasha Alfano  
Print Name

Wesley R. Innocent  
WESLEY R. INNOCENT

Jean Martynovsky  
JEAN MARTYNOVSKY  
Print Name

STATE OF FLORIDA :  
COUNTY OF BROWARD :

The foregoing instrument was acknowledged before me on the 23<sup>rd</sup> day of AUGUST, 2011, by WESLEY R. INNOCENT, who is personally known to me or who has produced A FLORIDA DRIVER'S LICENSE (type of identification) as identification.

NOTARY SEAL:

Margaret Gallagher  
NOTARY PUBLIC, STATE OF FLORIDA  
Print Name



DD951935  
(Commission Number)

Natasha Alfonso  
natarsha-alfonso  
Print Name

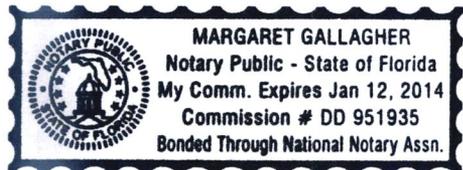
Michelle N. Innocent  
MICHELLE N. INNOCENT

John Martin Onesky  
JOHN MARTIN-ONESKY  
Print Name

STATE OF FLORIDA :  
COUNTY OF BROWARD :

The foregoing instrument was acknowledged before me on the 23<sup>rd</sup> day of AUGUST, 2011, by MICHELLE N. INNOCENT, who is personally known to me or who has produced A FLORIDA DRIVERS LICENSE (type of identification) as identification.

NOTARY SEAL:



Margaret Gallagher  
NOTARY PUBLIC, STATE OF FLORIDA  
MARGARET GALLAGHER  
Print Name  
DD 951935  
(Commission Number)

Signed, Sealed and Witnessed  
In the Presence of:

**POMPANO BEACH COMMUNITY  
REDEVELOPMENT AGENCY**

Christine Wodka  
Print Name: Christine Wodka

By: Lamar Fisher  
Lamar Fisher, Chairman

Elise Ochipa  
Print Name: ELISE OCHIPA

ATTEST:  
Margaret Gallagher  
Margaret Gallagher, Secretary

**EXECUTIVE DIRECTOR:**

Redevelopment Management Associates, LLC  
a Florida limited liability company

Adriane Esteban  
Print Name: Adriane Esteban

By: MetroStrategies, Inc., a Florida corporation  
a managing member

Adriane Esteban  
Print Name: Adriane Esteban

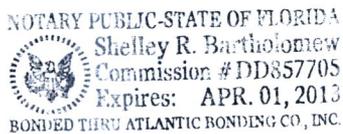
By: [Signature]  
Kim Briesemeister, President

and  
By: [Signature]  
Christopher J. Brown  
a managing member

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 29<sup>th</sup> day of September August, 2011 by LAMAR FISHER as Chairman of the Pompano Beach Community Redevelopment Agency, who is personally known to me.

NOTARY'S SEAL:



Shelley R. Bartholomew  
NOTARY PUBLIC, STATE OF FLORIDA

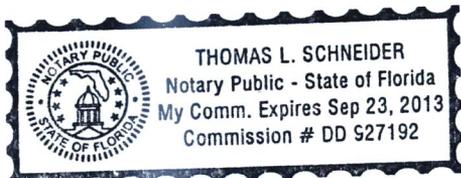
Shelley R. Bartholomew  
(Name of Acknowledger Typed, Printed or Stamped)

DD857705  
Commission Number

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 29<sup>th</sup> day of August, 2011 by MARGARET GALLAGHER, Secretary of the Pompano Beach Community Redevelopment Agency, who is personally known to me.

NOTARY'S SEAL:



Thomas L. Schneider  
NOTARY PUBLIC, STATE OF FLORIDA

THOMAS L. SCHNEIDER  
(Name of Acknowledger Typed, Printed or Stamped)

DD927192  
Commission Number

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 29<sup>th</sup> day of August, 2011, by KIM BRIESEMEISTER, President of MetroStrategies, Inc., as Managing Member of Redevelopment Management Associates, LLC on behalf of the limited liability company. She is personally known to me or who has produced \_\_\_\_\_ (type of identification) as identification.

NOTARY'S SEAL:



Thomas L. Schneider  
NOTARY PUBLIC, STATE OF FLORIDA

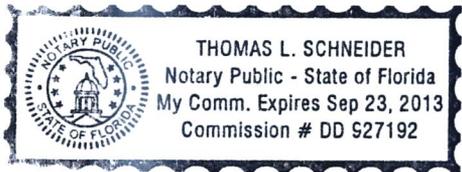
THOMAS L. SCHNEIDER  
(Name of Acknowledger Typed, Printed or Stamped)

DD 927192  
Commission Number

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 29<sup>th</sup> day of August, 2011, by CHRISTOPHER J. BROWN, as Managing Member of Redevelopment Management Associates, LLC, on behalf of the limited liability company. He is personally known to me or who has produced \_\_\_\_\_ (type of identification) as identification.

NOTARY'S SEAL:



Thomas L. Schneider  
NOTARY PUBLIC, STATE OF FLORIDA

THOMAS L. SCHNEIDER  
(Name of Acknowledger Typed, Printed or Stamped)

DD 927192  
Commission Number