

Document prepared by:

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Return recorded document to:

James E. Saunders III
Assistant City Attorney
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100 W. Atlantic Boulevard, Ste. 467
Pompano Beach, Florida 33060

Tax Parcel Numbers: 494202030130

(For Recorder's Use Only)

NOTE TO RECORDER: This Mortgage is given in relation to the financing of housing under Part V of Chapter 420 of the Florida Statutes and is exempt from taxation pursuant to Section 420.513 Florida Statutes.

NOTICE AND RECEIPT OF FUTURE ADVANCE AGREEMENT
(Sonata Apartments)

THIS NOTICE AND RECEIPT OF FUTURE ADVANCE AGREEMENT (this "Agreement") is made as of _____, 2024, by and between SONATA APARTMENTS, LTD., a Florida limited partnership, whose address is 2100 Hollywood Blvd., Hollywood, Florida 33020 (hereinafter called "Mortgagor"), CITY OF POMPANO BEACH, a Florida municipal corporation, with offices at 100 West Atlantic Boulevard, 4th Floor, Pompano Beach, FL 33060 (hereinafter called "Mortgagee").

WITNESSETH:

WHEREAS, Mortgagee has previously extended a loan to Mortgagor in the original principal amount of SEVEN HUNDRED EIGHTY THREE THOUSAND TWO HUNDRED FIFTY AND NO/100 DOLLARS (\$783,250.00) which loan is evidenced by that certain Promissory Note dated as of February 3, 2022, executed by Mortgagor payable to the order of Mortgagee (the "Note"), which Note is secured, *inter alia*, by that certain Mortgage and Security Agreement dated February 3, 2022, executed by Mortgagor, in favor of Mortgagee, recorded February 4, 2022 as Instrument No. 117916602 of the Public Records of Broward County, Florida (the "Mortgage"); and

WHEREAS, Mortgagor and Mortgagee entered into that certain Declaration of Restrictions recorded November 8, 2021 as Instrument Number 117720747, which remains in full force and effect; and

WHEREAS, Mortgagor is the fee simple owner of certain property located in Broward County, Florida, as more particularly described on Exhibit "A" attached hereto ("Fee Property"); and

WHEREAS, Mortgagor entered into that certain Ground Lease with the Mortgagee, as landlord, dated May 25, 2021, as evidenced by that certain Memorandum of Ground Lease recorded February 4, 2022 as Instrument No. 117916598 of the Public Records of Broward County Florida, leasing certain property located in Broward County, Florida, as more particularly described on Exhibit "B" attached hereto ("Leasehold Property" and together with the Fee Property, "Property"); and

WHEREAS, the Mortgage and the other loan documents encumber the Property; and

WHEREAS, the Mortgagor has requested, and Mortgagee has agreed to make, a future advance loan to Mortgagor, subject to the terms and conditions hereinafter set forth.

NOW, THEREFORE, Mortgagor and Mortgagee, in consideration of the agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

1. The recitals above are true and correct.
2. In addition to the Note and other indebtedness secured thereby, the Mortgage shall secure that certain Future Advance Promissory Note, dated of even date herewith, executed by Mortgagor in favor of Mortgagee in the original principal sum of TWO HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$250,000.00) (the "Future Advance Note") as a future advance made pursuant to Section 11 of the Mortgage. The Note and the Future Advance Note are hereafter collectively referred to as the "Notes".
3. Mortgagor agrees that the terms and conditions of this Agreement shall in no manner affect or impair the Notes or the Mortgage, or any other instruments or documents evidencing, securing or pertaining to the indebtedness evidenced by the Notes, that the lien of the Mortgage shall not in any manner be waived hereby and that nothing herein or in any instrument now or hereafter executed in connection herewith shall be construed to subordinate the priority of the lien of the Mortgage to any other liens or encumbrances, except as set forth in the Future Advance Note.
4. Mortgagor agrees to assign any proceeds to Mortgagee from any contract between Mortgagee, its agencies or instrumentalities and the Mortgagor or any firm, corporation, partnership or joint venture in which the Mortgagor has a controlling financial interest in order to secure repayment of the loan. "Controlling financial interest" shall mean ownership, directly or indirectly to ten percent or more of the outstanding capital stock in any corporation or a direct or indirect interest of ten percent or more in a firm, partnership or other business entity.
5. This Agreement may not be changed except by written instrument signed by each of the parties hereto.
6. This Agreement shall be binding upon and inure to the benefit of Mortgagor, Mortgagee, and their respective legal representatives, successors and assigns.
7. This Agreement may be executed in multiple counterparts, each of which shall constitute an original instrument, but all of which together shall constitute one and the same instrument. Whenever used herein, the singular number shall include the plural, the plural the singular and the use of any gender shall be applicable to all genders.

[SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, Mortgagor and Mortgagee have executed this Agreement as of the day and year first above written.

MORTGAGOR:

SONATA APARTMENTS, LTD., a Florida limited partnership

By: CORNERSTONE SONATA, LLC, a Florida limited liability company, its managing general partner

By: _____
Leon J. Wolfe, Vice President

STATE OF FLORIDA)
) SS:
COUNTY OF MIAMI-DADE)

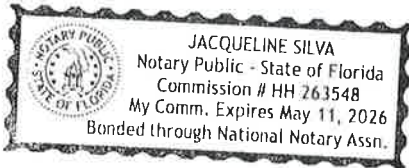
The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this 6 day of February, 2024, by Leon J. Wolfe, as Vice President of CORNERSTONE SONATA, LLC, a Florida limited liability company, the managing general partner of SONATA APARTMENTS, LTD., a Florida limited partnership, on behalf of the entities.

Personally Known OR Produced Identification _____

Type of Identification Produced: _____

Jacqueline Silva

Notary Public, State of Florida
Commission No.: HH 263548
My Commission Expires: 5/11/26



MORTGAGEE:

CITY OF POMPANO BEACH, a municipal corporation
of the State of Florida

BY: _____
REX HARDIN, MAYOR

BY: _____
GREGORY P. HARRISON
CITY MANAGER

DATED: _____

KERVIN ALFRED
CITY CLERK

APPROVED AS TO FORM:

MARK E. BERMAN
CITY ATTORNEY

STATE OF FLORIDA)
) SS:
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this _____ day of _____, 2024, by REX HARDIN as Mayor, GREGORY P. HARRISON as City Manager, and KERVIN ALFRED as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation.

Personally Known _____ OR Produced Identification _____

Type of Identification Produced: _____

Notary Public, State of Florida
Commission No.: _____
My Commission Expires: _____

EXHIBIT "A"

DESCRIPTION OF FEE SIMPLE PROPERTY

PARCEL I:

THE SOUTH FOUR (4) ACRES OF THE SOUTHWEST ONE-QUARTER (SW 1/4) OF THE NORTHEAST ONE-QUARTER (NE 1/4) OF SECTION 35, TOWNSHIP 48 SOUTH, RANGE 42 EAST, BROWARD COUNTY, FLORIDA, LYING WEST OF THE FLORIDA EAST COAST RAILWAY RIGHT-OF-WAY, LESS THE NORTH 133 FEET OF THE SOUTH 164 FEET OF THE EAST 210 FEET OF THE WEST 619.5 FEET THEREOF, AND LESS THE SOUTH 30 FEET FOR ROADWAY PURPOSES, SAID LANDS SITUATE, LYING AND BEING IN BROWARD COUNTY, FLORIDA.

LESS THE RIGHT-OF-WAY FOR OLD DIXIE HIGHWAY, INCLUDING THE FOLLOWING PORTION THEREOF RECENTLY DEEDED TO THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, TO WIT:

COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHEAST ONE-QUARTER (NE 1/4) OF SAID SECTION 35; THENCE RUN NORTH 87°56'39" EAST, ALONG THE SOUTH LINE OF SAID NORTHEAST ONE-QUARTER (NE 1/4), A DISTANCE OF 870.28 FEET; THENCE NORTH 02°03'21" WEST, A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 50°57'00" EAST, A DISTANCE OF 30.09 FEET; THENCE NORTH 13°57'20" EAST, ALONG A LINE 80.00 FEET WESTERLY OF AND PARALLEL TO THE WESTERLY EXISTING RIGHT OF WAY LINE OF THE FLORIDA EAST COAST RAILWAY COMPANY RAILROAD, A DISTANCE OF 93.62 FEET; THENCE NORTH 38°52'36" WEST, A DISTANCE OF 39.84 FEET; THENCE NORTH 88°17'28" EAST, A DISTANCE OF 58.94 FEET TO THE WESTERLY EXISTING RIGHT OF WAY LINE FOR STATE ROAD 811 (DIXIE HIGHWAY); THENCE SOUTH 13°57'20" WEST, A DISTANCE OF 145.27 FEET; THENCE SOUTH 87°56'39" WEST, A DISTANCE OF 44.84 FEET TO THE POINT OF BEGINNING.

PARCEL II:

THAT PORTION OF THE SOUTH FOUR (4) ACRES OF THE SOUTHWEST ONE-QUARTER (SW 1/4) OF THE NORTHEAST ONE QUARTER (NE 1/4) OF SECTION 35. TOWNSHIP 48 SOUTH, RANGE 42 EAST, BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 409.5 FEET EAST OF, AND 31 FEET NORTH OF, THE SOUTHWEST CORNER OF THE NORTHEAST ONE-QUARTER (NE 1/4) OF SAID SECTION 35, RUNNING THENCE EASTERLY PARALLEL WITH AND 31 FEET NORTH OF THE SOUTH BOUNDARY OF SAID NORTHEAST ONE-QUARTER (NE 1/4), 210 FEET TO A POINT, THENCE NORTHERLY 133 FEET TO A POINT, THENCE WESTERLY PARALLEL WITH THE SOUTH BOUNDARY OF SAID NORTHEAST ONE-QUARTER (NE 1/4), 210 FEET TO A POINT; THENCE SOUTHERLY 133 FEET TO THE POINT OF BEGINNING.

FURTHER DESCRIBED AS LOTS 1, 2, 3, 4, 5, 6 AND 7 OF BLOCK 2 OF SYLVANIA, ACCORDING TO THE UNRECORDED PLAT THEREOF PREPARED BY CHARLTON-DAVIS & SHELTON CIVIL ENGINEERS, IN MARCH, 1927, ALL OF SAID LANDS LYING AND BEING IN THE CITY OF POMPANO BEACH, BROWARD COUNTY, FLORIDA.

THE ABOVE PROPERTY IS ALSO DESCRIBED AS THE NORTH 133 FEET OF THE SOUTH 164

FEET OF THE EAST 210 FEET OF THE WEST 619.5 FEET OF THE SOUTHWEST ONE-QUARTER (SW 14) OF THE NORTHEAST ONE-QUARTER (NE 1/4) OF SAID SECTION 35.

PARCEL III:

LOTS 1, 2, 3, AND 6 THROUGH 12, AND THE EAST ONE-HALF (E 1/2) OF LOT 13, OF SUMTER'S ADDITION TO TOWN OF POMPANO FIRST ADDITION PLAT, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 10, PAGE 67, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; TOGETHER WITH THAT PORTION OF THE ADJACENT ALLEY ABANDONED BY CITY OF POMPANO BEACH ORDINANCE NO. 2005-4 RECORDED IN OFFICIAL RECORDS BOOK 38597, PAGE 1455; AND THAT PORTION OF THE ADJACENT ALLEYWAY ABANDONED BY CITY OF POMPANO BEACH ORDINANCE NO. 2007-25 RECORDED IN OFFICIAL RECORDS BOOK 43583, PAGE 377; THAT PORTION OF THE ADJACENT ROAD RIGHT-OF-WAY ABANDONED BY CITY OF POMPANO BEACH ORDINANCE NO. 2008-21 RECORDED IN OFFICIAL RECORDS BOOK 45181, PAGE 321, AND THAT PORTION OF THE ADJACENT ROAD RIGHT-OF-WAY ABANDONED BY CITY OF POMPANO BEACH ORDINANCE NO. 2021-73, RECORDED AS INSTRUMENT NUMBER 117381520, ALL OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

EXHIBIT "B"

DESCRIPTION OF LEASEHOLD PROPERTY

PARCEL IV (sub-parcels a, b, c, d, e, & f); LEASEHOLD:

(a) BEGINNING ON THE NORTH LINE OF THE NORTHWEST $\frac{1}{4}$ OF THE SOUTHEAST $\frac{1}{4}$ AND THE WEST LINE OF THE FEC RAILROAD RIGHT OF WAY, WEST 210 FEET, THEN SOUTHWEST 80 FEET, THEN EAST 210 FEET, THEN NORTHEAST 80 FEET TO THE POINT OF BEGINNING OF SECTION 35, TOWNSHIP 48 SOUTH, RANGE 42 EAST, LESS THE NORTH 30 FEET OF THE WEST 154.23 FEET FOR NE 8 STREET RIGHT OF WAY.

(b) BEGINNING 80 FEET SOUTHWESTERLY OF THE INTERSECTION OF THE NORTH LINE OF THE NORTHWEST $\frac{1}{4}$ OF THE SOUTHEAST $\frac{1}{4}$ AND THE WEST LINE OF THE FEC RAILROAD RIGHT OF WAY, WEST 210 FEET, THEN SOUTHWEST 75 FEET, THEN EAST 210 FEET, THEN NORTHEAST 75 FEET TO THE POINT OF BEGINNING OF SECTION 35, TOWNSHIP 48 SOUTH, RANGE 42 EAST, LESS THE EAST 56.98 FEET FOR DIXIE HIGHWAY.

(c) BEGINNING 155 FEET SOUTH OF THE INTERSECTION OF THE NORTH LINE OF THE NORTHWEST $\frac{1}{4}$ OF THE SOUTHEAST $\frac{1}{4}$ AND THE WEST LINE OF THE FEC RAILROAD, WEST 210 FEET, THEN SOUTHWEST 75 FEET, THEN EAST 210 FEET, THEN NORTHEAST 75 FEET TO THE POINT OF BEGINNING OF SECTION 35, TOWNSHIP 48 SOUTH, RANGE 42 EAST, LESS THE EAST 20 FEET FOR DIXIE HIGHWAY.

(d) BEGINNING 170 FEET NORTHEAST OF THE SOUTHEAST CORNER FROM THE NORTH $\frac{3}{4}$ OF THE NORTH $\frac{1}{2}$ OF THE NORTHWEST $\frac{1}{4}$ OF THE SOUTHEAST $\frac{1}{4}$ WEST OF RIGHT OF WAY, THENCE RUN NORTHEAST 100 FEET, THENCE WEST 210 FEET, THENCE SOUTHWEST 100 FEET, THENCE EAST 210 FEET TO THE POINT OF BEGINNING OF SECTION 35, TOWNSHIP 48 SOUTH, RANGE 42 EAST, LESS THE EAST 55 FEET FOR DIXIE HIGHWAY.

(e) BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF THE NORTH $\frac{1}{2}$ OF THE SOUTH $\frac{1}{2}$ OF THE NORTH $\frac{1}{2}$ OF THE NORTHWEST $\frac{1}{4}$ OF THE SOUTHEAST $\frac{1}{4}$ AND THE WEST LINE OF THE FEC RAILROAD RIGHT OF WAY, NORTHEAST 110 FEET TO THE POINT OF BEGINNING, THENCE NORTHEASTERLY 60 FEET, THENCE WESTERLY 210 FEET, THENCE SOUTHWESTERLY 60 FEET, THENCE EASTERLY 210 FEET TO THE POINT OF BEGINNING OF SECTION 35, TOWNSHIP 48 SOUTH, RANGE 42 EAST.

(f) BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF THE NORTH $\frac{1}{2}$ OF THE SOUTH $\frac{1}{2}$ OF THE NORTH $\frac{1}{2}$ OF THE NORTHWEST $\frac{1}{4}$ OF THE SOUTHEAST $\frac{1}{4}$ AND THE WEST LINE OF THE FEC RAILROAD RIGHT OF WAY, NORTHEASTERLY 110 FEET, THENCE WEST 210 FEET, THENCE SOUTHWESTERLY 110 FEET, THENCE EAST 210 FEET TO THE POINT OF BEGINNING OF SECTION 35, TOWNSHIP 48 SOUTH, RANGE 42 EAST.

PARCEL IV (sub-parcels a, b, c, d, e, & f); LEASEHOLD ALSO KNOWN AS:

A PORTION OF TRACT 10, PLAT OF THE SUBDIVISION OF SECTION 35, TOWNSHIP 48 SOUTH, RANGE 42 EAST, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK B, PAGE 76, MIAMI-DADE COUNTY PUBLIC RECORDS ALSO BEING PORTIONS OF PARCELS 105, 108 & 109, AS SHOWN ON THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION 86170-2508, ACCORDING TO THE MAP THEREOF AS RECORDED IN RIGHT OF WAY MAP BOOK 13, PAGE 39, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; SAID PORTIONS BEING MORE

PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 9, SUMTER'S ADDITION TO TOWN OF POMPANO FIRST ADDITION PLAT, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 10, PAGE 67 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE NORTH $13^{\circ}40'56''$ EAST, ALONG THE EASTERLY LINE OF SAID PLAT BOOK 10, PAGE 67, 443.14 FEET TO A POINT ON A LINE LYING 30.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE SOUTHEAST ONE-QUARTER (S.E. 1/4) OF SECTION 35, TOWNSHIP 48 SOUTH, RANGE 42 EAST; THENCE NORTH $87^{\circ}56'12''$ EAST, ALONG SAID PARALLEL LINE, 86.79 FEET; THENCE SOUTH $39^{\circ}02'58''$ EAST, 47.93 FEET TO A POINT TO A POINT ON A LINE LYING 80.00 FEET WESTERLY OF AND PARALLEL WITH THE WESTERLY RIGHT OF WAY LINE OF THE FLORIDA EAST COAST RAILWAY; THENCE SOUTH $13^{\circ}57'52''$ WEST, ALONG SAID PARALLEL LINE, 436.62 FEET TO A POINT ON THE NORTH LINE OF PARCEL "A", "J-W PLAT", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 112, PAGE 22 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE SOUTH $88^{\circ}08'56''$ WEST, ALONG SAID NORTH LINE, 124.05 FEET TO THE SOUTHEAST CORNER OF THAT CERTAIN 31-FOOT RIGHT-OF-WAY DEDICATION FOR SEVENTH STREET AS SHOWN ON PLAT BOOK 10, PAGE 67; THENCE NORTH $13^{\circ}40'56''$ EAST, ALONG THE EASTERLY LINE OF SAID RIGHT-OF-WAY DEDICATION, 32.17 FEET TO THE POINT OF BEGINNING.