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#2

Prepared by and return to:
Shari C. Wallen, Esq.
City of Fort Lauderdale
1 East Broward Blvd., Suite 1604
Fort Lauderdale, FL 33301

ASSUMPTION OF LIABILITY AND HOLD HARMLESS AGREEMENT FOR TRASH PICK UP

THIS ASSUMPTION OF LIABILITY AND HOLD HARMLESS AGREEMENT FOR TRASH PICKUP ("Assumption Agreement") is entered into this 18 day of January, 2023 by and between:

HABITAT FOR HUMANITY OF BROWARD, INC., a Florida not for profit corporation., whose principal address is 888 NW 62nd Street, 2nd Floor, Fort Lauderdale, FL 33309 ("Developer")

and

CITY OF FORT LAUDERDALE, a municipal corporation of the State of Florida having a principal address at 101 NE 3rd Avenue, Suite 1430, Fort Lauderdale, FL 33301 ("City")

RECITALS

WHEREAS, Developer is the owner of the property legally described in **Exhibit "A"** attached hereto and made a part hereof ("Property"); and

WHEREAS, the Property is located within the jurisdiction of the City; and

WHEREAS, Developer has requested that the City authorize Trash Pickup (defined below) for the Property, which requires a garbage vehicle to travel on a private road located on the Property; and

WHEREAS, Developer agrees that the City's authorization of Trash Pickup for the Property is subject to and contingent on the full and complete payment of applicable fees, assessments, taxes, and costs to the City by the Developer and its successors and assigns, and all property owners, future property owners, and their respective successors, assigns, heirs, guardians, legal representatives, and personal representatives; and

WHEREAS, Developer agrees that the City's authorization of Trash Pickup for the Property is subject to the requirements in the City's Code of Ordinances and Unified Land Development Regulations and the Developer and its successors and assigns, and all property owners, future property owners, and their respective successors, assigns, heirs, guardians, legal representatives, and personal representatives, compliance with the City's Code of Ordinances, and Unified Land Development Regulations and any other applicable laws; and

WHEREAS, Developer understands and agrees that City will authorize Trash Pickup subject to the requirements herein and the City Code of Ordinances, and other applicable law; and

WHEREAS, Developer understands and agrees that this Assumption Agreement and the Affordable Housing Development Agreement (defined below) does not include nor create an obligation upon the City to collect bulk trash or provide bulk pick up services as those services are not and will not be provided for the Property or any portion of the Property; and

WHEREAS, as consideration for the City authorizing Trash Pickup for the Property which requires a trash collection vehicle to travel on the private road on the Property, the City requires that Developer enter into this Assumption Agreement to assume responsibility for all damages, liabilities that result or may result in the future from the City authorizing Trash Pickup on the private road located on the Property and from the City or its contractor providing Trash Pickup services for the Property.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, and other good and valuable considerations, the sufficiency and adequacy of which is hereby acknowledged, Developer and the City hereby agree as follows:

1. Recitals. The foregoing Recitals are true and correct and are incorporated herein.

2. Terms. The following terms, as used and referred to herein, shall have the meanings set forth below, unless the context indicates otherwise.

Affordable Housing Development Agreement/Development Agreement means the agreement between the City and Developer for the Developer to construct a mixed-use development consisting of a fee simple townhome community with twenty (20) residential units in accordance with Sections 166.04151(6) and 420.0004, Florida Statutes (2023).

Bulk container. A container with a capacity of up to eight (8) cubic yards, capable of being serviced by a front-end load collection vehicle and used for bulk trash collection, commercial trash, or garbage.

Bulk trash is defined as follows:

(1) *Household goods.* Appliances, furniture, mattresses, box springs, toys, carpet, draperies, and other miscellaneous materials as are normally found in a residential household.

(2) *Horticultural material.* Trimmings from bushes, shrubs, and trees which do not exceed six (6) inches in diameter at the base or six (6) feet in length.

(3) *Building materials.* Wooden fence sections six (6) feet or less in height and length, wooden doors, sinks, commodes, small wood scraps, and other small building or repair materials.

(4) *Miscellaneous trash.* Bulk trash not previously defined that is of a household, noncommercial and nonhazardous nature.

(5) *Construction and demolition debris.* Refuse generated from the construction, destruction, demolition, renovation, repair or alteration of any buildings or structures or any other refuse materials which normally result from land clearing or land development operations.

"Bulk Pickup"/"Bulk Trash Pickup"/"Bulk Container Pickup"/"Disaster Related Debris Pickup" means any or all of the following : bulk container, large household items, tree trimmings, appliances, furniture, carpet, mattresses, deceased animals, glass, mirrors, table tops, carpet padding, residential accessory structural material(s), fencing, wood, toys, disaster debris, disaster related debris, furniture, bicycles, televisions, refrigerators, washers, dryers, items that cannot fit regular solid waste containers issued by the City of Fort Lauderdale and any other items that meet the definition of bulk trash in the City of Fort Lauderdale's s Code of Ordinances as of the effective date of this Agreement.#

City Manager means City's Chief Executive Officer, its City Manager, or his or her designee.

City Engineer means the City Engineer (Urban Design Engineer) for the City, or his or her designee. In the administration of this Assumption Agreement, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the City Engineer. For the purposes hereof, the City Engineer's designee shall be the Urban Design Engineer.

Day(s). In computing any period of time expressed in day(s) in this Assumption Agreement, the day of the act, event, or default from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included unless it is a Saturday, Sunday, or legal holiday, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday or legal holiday. When the period of time prescribed or allowed is less than seven (7) days, intermediate Saturdays, Sundays, and legal holidays shall be excluded in the computation.

Disaster Debris or *Disaster Related Debris* means any or all of the following; soils and sediments, vegetation, any part of trees, limbs, shrubs, construction debris or materials, demolition debris or materials, a portion or entire residential structures, residential structural materials, roof material(s), vehicles, food waste, deceased animals, "white goods" (refrigerators, freezers, air conditioners), mattresses, sofas, chairs, glass, mirrors, table tops, carpet, padding, fencing, wood, and household hazardous waste, cleaning agents, pesticides, pool chemicals.

Effective Date means that the effective date of this Assumption Agreement shall be the date upon which both the Development Agreement and this Assumption Agreement are recorded in the Public Records of Broward County at the Developer's expense, after this Assumption Agreement is executed by the proper corporate officials for Developer and executed by the City and the Development Agreement is executed by Developer and the City.

Person means any individual, firm, partnership (general or limited), corporation, company, association, joint venture, joint stock association, estate, trust, business trust, cooperative, limited liability corporation, limited liability partnership, limited liability company or association, or body politic, including any heir, executor, administrator, trustee, receiver, successor or assignee or other person acting in a similar representative capacity for or on behalf of such Person.

Trash Pickup means the collection of garbage, and other waste material at the City refuse disposal areas, authorized by the City and performed by either the City, the City's contractor, subcontractor, employee, assign, or agent, subject to the payment of applicable assessments, fees, and taxes for services rendered, by Developer and each property owner and also subject to the Developer and each property owner's compliance with requirements and regulations in the City of Fort Lauderdale's Code of Ordinances, the City of Fort Lauderdale's Unified Land Development Regulations and other applicable law. Trash Pickup may include the collection of recycling materials, subject to the City's sole discretion. "Trash Pickup" does not include bulk pickup, bulk trash pickup, or bulk container pickup.

3. Compliance and Default. Developer, its successors and assigns, and all property owners, future property owners, and their respective successors, assigns, heirs, guardians, legal representatives, and personal representatives, hereby agree to abide by and comply with each and every term and condition set forth in this Assumption Agreement. Failure of Developer, its successors and assigns, or property owners, future property owners, and their respective successors, assigns, heirs, guardians, legal representatives, and personal representatives to comply with any term, condition provision set forth in this Assumption Agreement shall constitute a default under this Assumption Agreement by the respective party. Any acts or omissions by Developer, and its successors and assigns, or any property owners, future property owners, and their respective successors, assigns, heirs, guardians, legal representatives, and personal representatives that are not in compliance with the terms and conditions of this Assumption Agreement shall constitute a default under this Assumption Agreement by the respective party.

4. Attorney's Fees.

If any litigation or legal action or other proceeding, including, but not limited to any and all claims, mediation, lawsuits, counterclaims, appeals or bankruptcy proceedings whether at law or in equity, which: (i) arises out of, concerns, or relates to this Assumption Agreement or (ii) is brought by the City for the enforcement of this Assumption Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Assumption Agreement, the successful or prevailing party or parties shall be entitled to recover attorney's fees, paralegal fees, mediation, arbitration costs, court costs and all expenses even if not taxable as court costs, incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled. The City and Developer agree that if the City files an action to enforce this Assumption Agreement due to Developer's failure to comply with terms of this Assumption Agreement and the parties settle such suit, the prevailing party shall be the City for purposes of awarding attorney's fees and costs.

5. Indemnification and Hold Harmless.

(a) Developer, its successors and assigns, hereby agree to indemnify and hold the City, its agents, officers, volunteers, elected officials, appointed officials, contractors, and employees harmless from and against any and all liability whatsoever from any actions, injuries, litigation, controversies, bankruptcy, claims, demands, appellate court costs, court reporter fees, mandates, decrees, judgments, settlements, penalties, fines, costs, losses, expenses, lawsuits, costs, mediation fees, arbitration fees, attorney fees, paralegal fees, expert fees, or damages, received or sustained by or to any person(s), property, including property damages, bodily injury and death,

or any other expense of any kind or nature arising out of or in any way connected or related to any or all of the following:

(i) Trash Pickup service at the Property; or

(ii) this Assumption Agreement, whether directly or indirectly; or

(iii) the rights, responsibilities and obligations of Developer under this Assumption Agreement; or

(iv) any actual violation of any applicable and known statute, ordinance, administrative order, rule or regulation or decree of any court by Developer with respect to this Assumption Agreement; or

(v) the City, its agent(s), officers, volunteers, elected officials, appointed officials, employee(s), contractor(s), or subcontractor(s)'s performance or non-performance or actions or inactions relating to or regarding of Trash Pickup service on the Property; or

(vi) damage or injury to any of the following on the Property due to the City's performance of Trash Pickup at the Property, whether damage or injury is in whole or in part: private roadways, private property, personal property, real property and any improvements thereon, or to any Persons situated now or in the future on the Property.

(b) Developer specifically agrees that the indemnification in this paragraph 5 includes the actions or inactions of the City, its agent(s), its employee(s), its contractor(s), or subcontractor(s)'s regarding Trash Pickup for the Property.

(c) The indemnifications provided for in this Section 5 shall not apply to the extent the claim, damage, injury, litigation, controversy, losses, expenses, lawsuits, costs, or fees arise(s) from the intentional torts or gross negligence of the City, its contractors, subcontractors, agents, representatives, and/or employees occurring within the scope of their employment and subject to Section 768.28, Florida Statutes as amended from time to time.

(d) Developer further agrees that upon delivery of proper and timely notice of a violation under this Assumption Agreement, it shall investigate, handle, respond to, provide defense for, and defend any such violation at its sole expense. The City shall retain the right to select counsel (in coordination and after consultation with Developer) of its own choosing as deemed appropriate. Developer shall pay for all costs and fees including but not limited to all legal fees and court costs listed in this Agreement. Developer shall pay all costs in defense of any suit, claim, or action filed against the City, its agent(s), officers, volunteers, elected officials, appointed officials, employee(s), contractor(s), or subcontractor(s)'s arising out of or in any way connected or related to this Agreement. This indemnification shall survive termination, revocation or expiration of the Affordable Housing Development Agreement and this Assumption Agreement and shall cover any acts or omissions occurring during the term of the Development Agreement and this Assumption Agreement.

(e) Developer understands and acknowledges that the City may terminate its collection of recyclables when City deems that it is necessary in its sole discretion.

(f) Developer releases, discharges, and waives any claims, demands, losses, costs, judgments, as well as any action, either legal or equitable, that might arise by reason of any action or failure to act by the City and its employees, contractors and agents, in removing disaster generated debris from the private roadway. If there is a natural disaster and a local State of Emergency is declared by the Mayor of the City, and if the City or its contractor or subcontractor determines that it is feasible to safely to do so, the City or its contractor or subcontractor may pick up disaster debris or disaster related debris for the Property.

6. Event of Default; Remedy.

A. Developer hereby agrees to abide by and comply with each and every term and condition set forth in this Assumption Agreement. Failure to comply with any term, condition or provision set forth in this Assumption Agreement, shall constitute Default under this Assumption Agreement and the City shall be entitled to all equitable and legal relief under Florida law including consequential and actual damages.

7. Notices.

All notices required in this Assumption Agreement shall be sent in writing by certified mail, return receipt requested or express delivery service with a delivery receipt and shall be deemed to be effective as of the date received or the date delivery was refused as indicated on the return receipt. Notices shall be addressed as provided below and may be amended from time to time:

To Developer	Habitat for Humanity of Broward, Inc. 888 NW 62nd Street, 2nd Floor Fort Lauderdale, FL 33309 Attn: Nancy Robin
With copies to:	Greenspoon Marder, LLP Attn: Dennis D. Mele, Esq. 200 E. Broward Blvd., Suite 1800 Fort Lauderdale, FL 33301
To City:	City Manager City of Fort Lauderdale 101 NE 3rd Avenue, Suite 1430 Fort Lauderdale, FL 33301

City Clerk
City of Fort Lauderdale
1 East Broward Blvd, Suite 444
Fort Lauderdale, FL 33301

City Attorney
City of Fort Lauderdale
1 East Broward Blvd, Suite 1605
Fort Lauderdale, FL 33301

With a copy to:

Director of Development Services Department
City of Fort Lauderdale
700 NW 19th Avenue
Fort Lauderdale, FL 33311

The Parties may subsequently change addresses by providing written notice of the change of address to the other Parties in accordance with this Section.

8. Independent Contractor. No partnership, joint venture, or other joint relationship is created between Developer and the City by this Assumption Agreement. The Developer is not an agent or officer, employee, or agent of the City. City does not extend to Developer or Developer's agents any authority of any kind to bind City in any respect whatsoever.

9. Joint Preparation. Each party and its counsel have participated fully in the review and revision of this Assumption Agreement and acknowledge that the preparation of this Assumption Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other. The language in this Assumption Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

10. Interpretation of Assumption Agreement; Severability. This Assumption Agreement shall be construed in accordance with the laws of the State of Florida. If any provision hereof, or its application to any person or situation, is deemed invalid or unenforceable for any reason and to any extent, the remainder of this Assumption Agreement or the application of the remainder of the provisions, shall not be affected. Rather, this Assumption Agreement is to be enforced to the extent permitted by law. The captions, headings and title of this Assumption Agreement are solely for convenience of reference and are not to affect its interpretation. Each covenant, term, condition, obligation or other provision of this Assumption Agreement is to be construed as a separate and independent covenant of the party who is bound by or who undertakes it, and each is independent of any other provision of this Assumption Agreement, unless otherwise expressly provided. All terms and words used in this Assumption Agreement, regardless of the number or gender in which they are used, are deemed to include any other number and other gender, as the context requires.

11. Successors. This Agreement shall be binding on and inure to the benefit of the Developer and City, and their successors and assigns, and all property owners, future property owners, and their respective successors, assigns, heirs, guardians, legal representatives, and personal representatives. It is intended that this Assumption Agreement and the rights and obligations set forth herein shall run with the land and shall bind every person or entity having any fee, leasehold or other interest therein and shall inure to the benefit of the respective parties and their successors, assigns, heirs, guardians, legal representatives, and personal representatives.

12. No Waiver of Sovereign Immunity. Nothing contained in this Assumption Agreement is intended to serve as a waiver of sovereign immunity by the City.

13. Third Party Beneficiaries. The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Assumption Agreement. None of the parties intend to directly or substantially benefit a third party by this Assumption Agreement. The parties agree that there are no third-party beneficiaries to this Assumption Agreement and that no third party shall be entitled to assert a claim against any of the parties based on this Assumption Agreement. Nothing herein shall be construed as consent by any agency or political subdivision of the State of Florida to be sued by third parties in any manner arising out of any contract.

14. Non-Discrimination. Developer shall not discriminate against any Person in the performance of duties, responsibilities and obligations under this Assumption Agreement because of race, age, religion, color, gender, national origin, marital status, disability, or sexual orientation.

15. Records. Each party shall maintain its own respective records and documents associated with this Assumption Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Chapter 119, Florida Statutes as applicable, and any resultant award of attorney's fees for non-compliance with that law.

16. Entire Agreement. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Assumption Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

17. Waiver. The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Assumption Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Assumption Agreement shall not be deemed a waiver of such provision or modification of this Assumption Agreement. A waiver of any breach of a provision of this Assumption Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Assumption Agreement.

18. Governing Law, Venue, and Waiver of Jury Trial. This Assumption Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies, lawsuits, claims, disputes, or legal problems arising out of this Assumption Agreement and any action involving the enforcement or interpretation of any rights hereunder, shall be brought exclusively in Broward County, Florida, and venue for litigation arising out of this Assumption Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. By entering into this Assumption Agreement, City and Developer hereby expressly waive any rights either party may have to a trial by jury of any litigation related to this Assumption Agreement or any acts or omissions in relation thereto.

19. Recording. This Assumption Agreement shall be recorded in the Public Records of Broward County, Florida, by the Developer, within five days of its full execution by the City and the Developer. All costs and fees for recording shall be paid by Developer. Developer shall provide a copy of the fully executed and recorded Assumption Agreement to the Director of the Development Services Department and the City Clerk's Office.

20. Term. This Assumption Agreement shall continue in full force and effect until such time as the Development Agreement between Developer and the City is terminated or expires by operation of law or in accordance with the terms of the Development Agreement, or is terminated by a court order or mutual agreement between the City and Developer, and no obligations lying thereunder survive such termination.

21. Assignment. Developer may assign this Assumption Agreement without the prior written consent of the City to a transferee, buyer, heir, successor, owner, or purchaser of the fee simple interest in all or a portion of the Property or to an owner(s), or association(s) responsible for the common areas of the Property (including a homeowner's association or property owner's association). Developer shall provide written notice of such assignment to the City Clerk and the Director of the Development Services Department and Developer shall deliver a copy of the written assumption of responsibilities executed by the assignor and assignee and recorded in the Public Records of Broward County, Florida to the City Clerk and the Director of the Development Services Department within five days of recording. Upon delivery to City of such written and recorded assumption of responsibilities, Developer shall be immediately and automatically released from all obligations and responsibilities under this Assumption Agreement.

22. Police Power. Nothing herein shall be construed as a waiver of the City's police power.

23. Signatory. The person that has signed this Assumption Agreement on behalf of Developer, hereby certifies that as a signatory he or she is an authorized agent of the owner of Property and the private roadway on the Property, and that the signatory has the legal authority to enter into this Agreement.

24. Ownership. Developer certifies that it is the current legal owner of the private roadway on the Property. Developer, and its successors and assigns, which includes all property owners, future property owners, and their respective successors, assigns, heirs, guardians, legal representatives, and personal representatives, association(s) grant the City, its assigns, contractors,

representatives, employees, and agents, freely and without coercion the right of access and enter to the Property for the purpose of Trash Pickup from the private roadway which does not include Bulk Trash Pickup . However, Developer its successors and assigns which includes all property owners, future property owners, and their respective successors, assigns, heirs, guardians, legal representatives, and personal representatives, understand that while the City is not legally obligated to, the City may pick up disaster debris or disaster related debris from the Property, subject to the terms in Paragraph 5.f. of this Agreement.-Developer its successors and assigns, which includes association(s), all property owners, future property owners, and their respective successors, assigns, heirs, guardians, legal representatives, and personal representatives, grant the City, its assigns, contractors, representatives, employees, and agents, freely and without coercion the right of access and enter to the Property for the purpose of picking up disaster debris or disaster related debris from the Property.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned does hereby warrant that they are authorized to enter into this Assumption of Liability and Hold Harmless Agreement by HABITAT FOR HUMANITY OF BROWARD, INC. and the City OF FORT LAUDERDALE.

Witnesses:

Ray Bowers
(Witness #1 Signature)

Ray Bowers
(Print Name)

Margaret Villella
(Witness #2 Signature)

Margaret Villella
(Print Name)

Developer:

HABITAT FOR HUMANITY OF BROWARD, INC., a Florida not for profit corporation

By: _____
Kolb Kelly, President

[CORPORATE SEAL]

STATE OF FLORIDA:
COUNTY OF Broward :

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 21st day of December, 2023, by Kolb Kelly, as President of HABITAT FOR HUMANITY OF BROWARD, INC., a Florida not for profit corporation, who is known to me or who has produced _____, as identification.

(SEAL)

David A. Pearl
Signature of Notary Public – State of Florida

DAVID A. PEARL
MY COMMISSION # HH36730
EXPIRES: August 26, 2024

Print, Type, or Stamp Commissioned Name of Notary Public

AS TO City:

WITNESSES:

CITY OF FORT LAUDERDALE

By_____
Greg Chavarria, City Manager

[Witness type or print name]

[Witness type or print name]

(CORPORATE SEAL)

ATTEST:

David R. Soloman, City Clerk

Approved as to form and correctness:
Thomas J. Ansbro, City Attorney

By: _____
Shari C. Wallen, Esq.
Assistant City Attorney

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 17th day of January, 2024, by **Greg Chavarria,** City Manager of the City of Fort Lauderdale, a municipal corporation of Florida. He is personally known to me and did not take an oath.

(SEAL)

REBECCA MCCLAM
Notary Public - State of Florida
Commission # HH 306617
My Comm. Expires Aug 29, 2026
Bonded through National Notary Assn.

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

Name of Notary Typed, Printed or Stamped

My Commission Expires: 8/29/2026

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

LEGAL DESCRIPTION

TRACT 'A', OF "VICTOR CAMERON PLAT", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 146, PAGE 42, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA

CERTIFIED TO:
Habitat For Humanity of Broward, Inc., a Florida not for profit corporation

PROPERTY ADDRESS
VACANT LAND ON N.W. 19TH STREET
FOLIO 4942-28-31-0010
FORT LAUDERDALE, FL 33311

BOUNDARY SURVEY
INVOICE # 370/2004
SURVEY DATE 11/30/22

FLOOD ZONE X 0.2%
MAP DATE 08/18/14
MAP NUMBER 12510S 0168H

TOGETHER WITH

A PARCEL OF LAND IN THE SOUTHEAST 1/4 OF SECTION 28, TOWNSHIP 49 SOUTH RANGE 42 EAST, BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 2 IN BLOCK 7 OF THE REVISION AND ADDITION TO HILLMONT HEIGHTS, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 37, AT PAGE 30, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE EASTERLY, PARALLEL WITH THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 28, A DISTANCE OF 420 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING EASTERLY ALONG THE LAST DESCRIBED COURSE, A DISTANCE OF 55 FEET TO A POINT; THENCE NORTHERLY PARALLEL WITH THE EAST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 28, A DISTANCE OF 120 FEET TO A POINT; THENCE WESTERLY PARALLEL WITH THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 28, A DISTANCE OF 55 FEET TO A POINT; THENCE SOUTHERLY, PARALLEL WITH THE EAST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 28, A DISTANCE OF 120 FEET TO THE POINT OF BEGINNING.

PARCEL IDENTIFICATION NO. 494228-08-0599

PROPERTY ADDRESS
1001 NW 19TH COURT
FORT LAUDERDALE, FL 33311

BOUNDARY SURVEY
SURVEY DATE 07/06/23

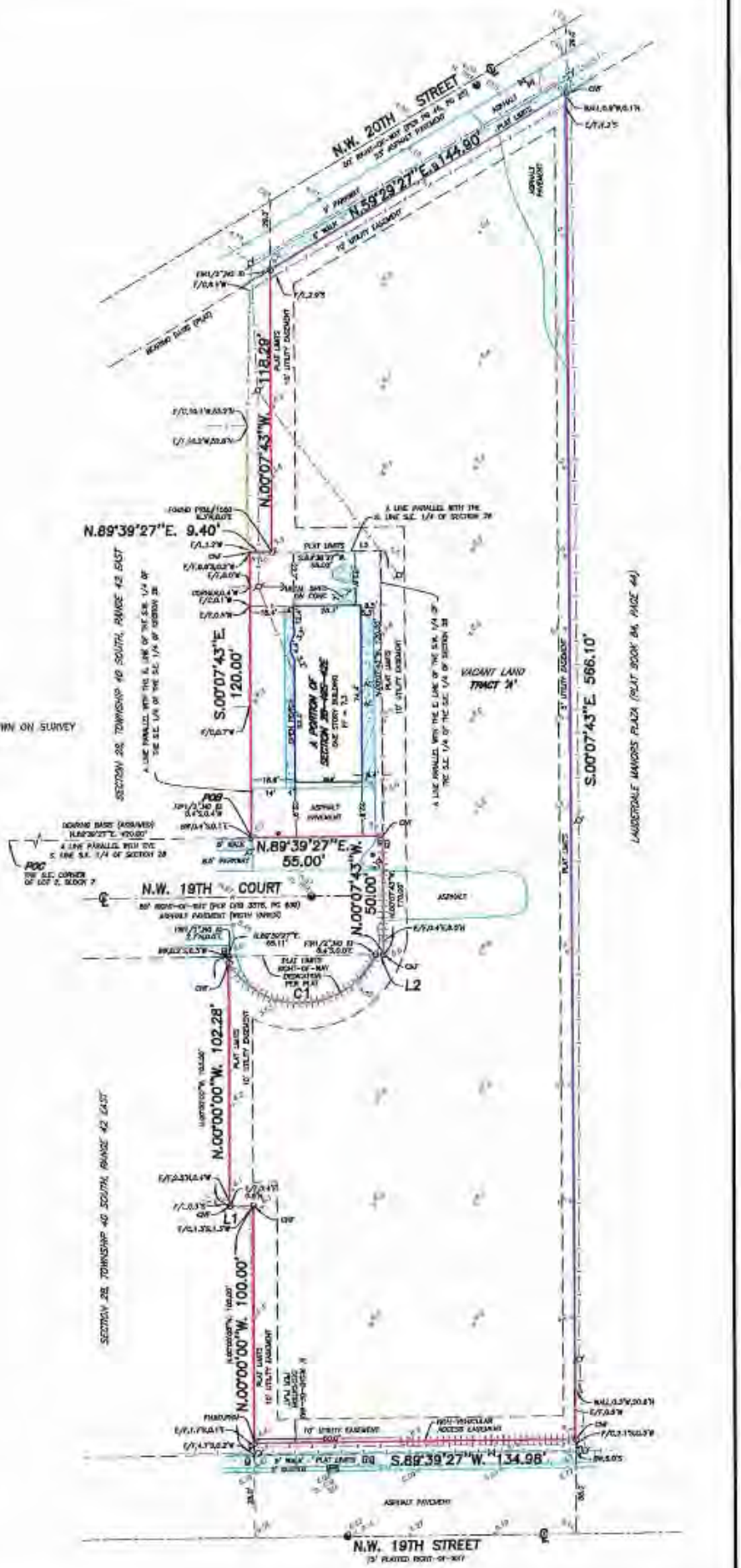
FLOOD ZONE X 0.2%
MAP DATE 08/18/14
MAP NUMBER 12510S 0168H

SCHEDULE B1

CHICAGO TITLE INSURANCE COMPANY
AMERICAN LAND TITLE ASSOCIATION COMMITMENT
COMMITMENT DATE: 10/08/2018 AT 11:00 PM
ORDER NO.:1275731

ITEM 1-4: NOT PLOTTABLE
ITEM 5: MATTERS PERTAINING TO PB 146, PG 42, AMENDED IN ORB 26793, PG 355 ARE AS SHOWN ON SURVEY
ITEM 6: MATTERS PERTAINING TO ORM 20178, PG 664 PERTAIN TO PROPERTY, NOT PLOTTABLE
ITEM 7: MATTERS PERTAINING TO ORB 26886, PG 335 PERTAIN TO PROPERTY, NOT PLOTTABLE
ITEM 8: NOT PLOTTABLE

Scale 1" = 30'



LEGEND

FPAL BOX		CATCH BASIN	
CONTROL VALVE		CLEAN OUT	
GUY ANCHOR		MANHOLE	
WATER METER		WELL	
FIRE HYDRANT		WATER VALVE	
CABLE JUNCTION BOX			
ELECTRIC SERVICE			
POOL EQUIPMENT			
POWER/LIGHT POLE			
SPRINKLER SYSTEM			
BRICK/TILE PAVERS			
CONCRETE			
CONCRETE/CRAB			
CONCRETE WALL			
ELEVATION			
METAL FENCE			
OVERHEAD WIRES			
WOOD DECK/DOCK			
WOOD/PVC FENCE			

ABBREVIATIONS

AC	AIR CONDITIONER
AE	ANCHOR EASEMENT
BC	BEGINNING CORNER
BM	BENCHMARK
BW	BACK OF WALK
C	CALCULATED
CBW	CONCRETE BLOCK WALL
DE	DRAINAGE EASEMENT
E/E	ENCROACHMENT
EP	EDGE OF PAVEMENT
EW	EDGE OF WATER
F/C	FENCE/CORNER
FF	FINISH FLOOR
F/L	FENCE/LINE
FD	FOUND IRON PIPE
FIR	FOUND IRON ROD
FN	FOUND NAIL
FN&D	FOUND NAIL & DISC
FN&T	FOUND NAIL & TAB
FP/LT	FLORIDA POWER & LIGHT
GAR	GARAGE
GEN	GENERATOR
INSTR	INSTRUMENT
OP	OPEN PORCH
ORB	OFFICIAL RECORD BOOK
M	MEASURED
NTS	NOT TO SCALE
PB	PLAT BOOK
PC	POINT OF CURVATURE
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
PG	PAGE
PRC	POINT OF REVERSE CURVE
PRM	PERMANENT REFERENCE MONUMENT
PT	POINT OF TANGENCY
R	RECORD
R/D	RADIAL
R/W	RIGHT-OF-WAY
SN&D	SET NAIL & DISC 5495
SP	SCREENED PORCH
SPIKE	SET 1/2" DIA X CAP 5495
UE	UTILITY EASEMENT

LINE TABLE

NUMBER	DIRECTION	DISTANCE
L1	S.89°39'27"W.	10.00'
L2	N.89°39'27"E.	9.70'
L3	S.89°39'27"W.	45.00'

LINE TABLE

NUMBER	DELTA	CHORD BEARING	RADIUS	ARC	LC
C1	134°15'14"	S.67°08'11"E.	30.00	70.67	61.68

SURVEYOR'S NOTES

1. BASIS OF BEARINGS ASSUMED UNLESS OTHERWISE INDICATED ON SKETCH.
2. LEGAL DESCRIPTION PROVIDED BY CLIENT OR PROPERTY APPRAISER WEBSITE.
3. THE LANDS SHOWN HEREON WERE NOT ABSTRACTED BY THIS OFFICE FOR EASEMENTS, RIGHT-OF-WAYS, OWNERSHIP OR OTHER INSTRUMENTS OF RECORD.
4. UNDERGROUND OR INTERIOR PORTIONS OF FOOTINGS, FOUNDATIONS, WALLS OR OTHER NON-VISIBLE IMPROVEMENTS WERE NOT LOCATED.
5. ELEVATIONS ARE BASED ON NORTH AMERICAN VERTICAL DATUM OF 1988 UNLESS OTHERWISE INDICATED ON SKETCH.
6. FLOOR ELEVATION OBTAINED FROM MAIN ENTRY WAY OF STRUCTURE UNLESS OTHERWISE INDICATED ON SKETCH.
7. FENCE TIES ARE TO THE CENTER-LINE OF FENCE, WALL TIES ARE TO THE FACE OF WALL.
8. IN SOME INSTANCES GRAPHIC REPRESENTATIONS HAVE BEEN EXAGGERATED TO MORE CLEARLY ILLUSTRATE THE CONTROL THE LOCATION OF THE REPRESENTATIVE SYMBOL SHOWED POSITIONAL.
9. THE DIMENSIONS AND DIRECTIONS SHOWN HEREON ARE IN SUBSTANTIAL AGREEMENT WITH RECORD VALUES UNLESS OTHERWISE NOTED.
10. PARTY WALLS ARE CENTERED ON PROPERTY LINE AND ARE 0.1' MAX UNLESS OTHERWISE NOTED.
11. EXISTING CORNERS FOUND AT/OR WITNESS PROPERTY CORNERS
12. DIMENSIONED COURSES ARE MEASURED BY INSTRUMENTS.
13. NO ATTEMPT WAS MADE TO LOCATE BURIED OR UNWRITTEN EASEMENT OR RIGHTS-OF-WAY, OTHER THEN THOSE SHOWN HEREON.

Digitally signed by Paul J Stowell
Date: 2023.12.08 16:01:15 -05'00'

ATLANTIC COAST SURVEYING INC.

PAUL J. STOWELL
PROFESSIONAL LAND SURVEYOR
FLORIDA CERTIFICATION NO. 5241
ATLANTIC COAST SURVEYING, INC.
12795 W 4th Street, Suite 309
Sunrise, FL 33325
P: 954.382.2100 E: info@atlsurvey.net

Exhibit 3
Page 14 of 44

EXHIBIT B

DEVELOPMENT AGREEMENT BETWEEN DEVELOPER AND THE CITY

RECORDING REQUESTED BY AND)
WHEN RECORDED MAIL TO:)

)
City of Fort Lauderdale)
City Attorney's Office)
1 East Broward Blvd., Suite 1605)
Fort Lauderdale, FL 33301-1016)
Attn: Shari Wallen, Esq.)

AFFORDABLE HOUSING DEVELOPMENT AGREEMENT

THIS AFFORDABLE HOUSING DEVELOPMENT AGREEMENT ("Agreement/Affordable Housing Development Agreement") is made and entered as of this 18 day of January, 2024 by and between:

THE CITY OF FORT LAUDERDALE, a Florida municipality ("City"), 101 NE 3rd Avenue, Suite 1430, Fort Lauderdale, Florida 33301

and

HABITAT FOR HUMANITY OF BROWARD, INC., a Florida not for profit corporation, with a principal address of 888 NW 62nd Street, 2nd Floor, Fort Lauderdale, FL 33309 ("Developer")

The City and Developer, and their respective successors and assigns, are individually referred to as "Party" and collectively "Parties."

RECITALS

WHEREAS, the City and Developer agree as follows:

A. Developer is the owner of certain real property located in the City of Fort Lauderdale, in Broward County, Florida, legally described on **Exhibit "A"** attached and incorporated into this Agreement by this reference ("Property") on which Developer intends to construct a residential affordable housing development consisting of a fee simple townhome community with twenty (20) residential units which is identified in the Site Plan attached hereto and incorporated herein as **Exhibit "B"** ("Project").

B. In accordance with Section 166.04151(6), Florida Statutes (2023), the City may approve a development of residential housing that is affordable which is located on any parcel zoned for commercial uses as long as ten percent (10%) of the units included in the Project are for housing that is "Affordable" as defined in Section 420.0004, Florida Statutes (2023). This approval is permitted even if there is another law or local ordinance that is contrary to Section 166.04151(6), Florida Statutes (2023).

C. The Property is located in the Community Business ("CB") Zoning District which is zoned for commercial uses. The Developer shall develop the Project on the Property subject to the requirements included in this Agreement.

D. The Developer and City agree that this Agreement is not a "development agreement" that is regulated in accordance with the Florida Local Government Development Agreement Act in Chapter 163, Florida Statutes (2023). Therefore, this Agreement is not subject to the requirements and procedure in Chapter 163, Florida Statutes (2023). This Agreement shall not be interpreted as a development agreement under Chapter 163, Florida Statutes (2023).

E. The Developer and City agree that this Agreement is not an Affordable Housing Developer Agreement that is defined in 47-23.16 of the City of Fort Lauderdale Unified Land Development Regulations (2023), but rather this Agreement is the mechanism both the City and Developer wish to use in accordance with Section 166.04151(6), Florida Statutes (2023).

F. Developer and City agree that all the units in the Project that will be developed in accordance with this Agreement are nonrental residential units, and the future or subsequent property owner(s) or note holder(s) shall be upon their fee simple ownership responsible for paying monthly mortgage payments, including taxes, insurance, and utilities, which payment amounts shall be in accordance with the requirements in Section 420.0004, Florida Statutes (2023).

G. Developer and City desire to enter this Agreement to establish development standards, conditions, and obligations relating to the Project, which will include the terms and conditions upon which the Project can be developed.

NOW, THEREFORE, in consideration of the mutual covenants entered into between the Parties, and in consideration of the benefits to accrue to each, the City and Developer agree as follows:

ARTICLE I

INTERPRETATION

1. Recitals. The Recitals set forth above are true and correct, and incorporated into this Agreement by reference.

2. References in the text of this Agreement to articles, sections, or exhibits pertain to articles, sections or exhibits of this Agreement, unless otherwise specified.

3. The terms "hereby," "herein," "hereof," "hereto," "hereunder," and any similar terms used in this Agreement refer to this Agreement.

4. Any headings preceding the text of the articles and sections of this Agreement, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction, or effect.

5. Words importing the singular shall include the plural and vice versa. The use of any gender shall include all genders.

ARTICLE II
DEFINITIONS

The following words, terms and phrases, when used in this Agreement, shall have the meanings ascribed to them in this section. Additional words and phrases used in this Agreement, but not defined herein shall have their usual and customary meaning.

1. Agreement, as used herein means this Affordable Housing Development Agreement.

2. Association means the Townhouse Association under the Townhouse Declaration.

3. Applicable Law(s) means all laws, statutes, ordinances, rules, codes, and regulations lawfully issued or promulgated by any Governmental Authority governing or otherwise applicable to the Project, as any of the same may now exist or may hereafter be adopted or amended, modified, extended, re-enacted, re-designated, or replaced from time to time and judicial interpretations thereof.

4. Affordable/Affordable Housing - nonrental residential development where each unit is paid for by monthly mortgage payments made by all property owners or note holders that meet any of the income requirements in: Sections 420.0004(9), 420.0004(11), 420.0004(12), or 420.0004(17), Florida Statutes (2023) and the monthly mortgage payments for the nonrental residential property meet the definition of "Affordable" in Section 420.0004, Florida Statutes (2023) and comply with other applicable requirements in Section 166.04151(6), Florida Statutes (2023) and Chapter 420, Florida Statutes (2023).

5. Association shall have the meaning set forth in Article XI below.

6. City means the City of Fort Lauderdale, a municipal corporation organized and existing in Broward County, Florida.

7. City Commission means the City of Fort Lauderdale's governing body, as it may be changed from time to time.

8. Declaration shall have the meaning set forth in Article XI below.

9. Governmental Authority means any Federal, the State of Florida, Broward County, City of Fort Lauderdale or other governmental entity, or any subdivision thereof with authority over the Project.

10. Party means either the City or Developer and Parties refers to both the City and Developer.

11. Person means any individual, firm, partnership (general or limited), corporation, company, association, joint venture, joint stock association, estate, trust, business trust, cooperative, limited liability corporation, limited liability partnership, limited liability company or association, or body politic, including any heir, executor, administrator, trustee, receiver, successor or assignee or other person acting in a similar representative capacity for or on behalf of such Person.

12. Project means a residential affordable housing development that consists of twenty (20) residential townhomes (also referred to as "twenty residential units") owned in fee simple which are identified in the Site Plan attached hereto and incorporated herein as Exhibit "B".

13. Property means the real property currently owned (on the date of this Agreement) by the Developer located in the City of Fort Lauderdale, in Broward County, Florida, and legally described on Exhibit "A".

14. State means the State of Florida.

15. Townhouse Declaration is a declaration of restrictive covenants for this Project and the Property which shall be recorded in the Official Records of Broward County and which will become covenants running with the land and Property underlying this Project. The Townhouse Declaration shall include, but not be limited to, such subject matter areas as definitions, fee simple title to townhouse units, common areas, creation of a Townhouse Association, maintenance and repair by townhouse association, maintenance and repair by unit owners, use restrictions, insurance requirements, assessments, creation of pedestrian access easements pursuant to Section 47-18.33.B.5. of the City of Fort Lauderdale, Unified Land Development Regulations, and voting rights of members in the association. The Townhouse Declaration shall be executed by Developer and recorded in the Official Records of Broward County prior to and as a condition precedent to issuance of a certificate of occupancy for the entire Project.

16. Trash Pickup means the collection of garbage, and other waste material at the City refuse disposal areas, authorized by the City and performed by either the City, the City's contractor, subcontractor, employee, assign, or agent, subject to the payment of applicable assessments, fees, and taxes for services rendered, by Developer and each property owner and also subject to the Developer and each property owner's compliance with requirements and regulations in the City of Fort Lauderdale's Code of Ordinances, the City of Fort Lauderdale's Unified Land Development Regulations and other applicable law. Trash Pickup may include the collection of recycling materials, subject to the City's sole discretion. "Trash Pickup" does not include bulk pickup, bulk trash pickup, disaster related debris, or bulk container pickup.

17. "ULDR" means City of Fort Lauderdale, Florida, Unified Land Development Regulations" which herein may be referred to as the "ULDR".

ARTICLE III

PROJECT AND APPLICABLE STANDARDS

1. Project Development Standards and Requirements.

(a) The Developer shall develop the Project in accordance with the Site Plan illustrated in the attached Exhibit "B", subject to the requirements herein. The Project is a residential affordable housing development consisting of twenty (20) townhouses (also referred to as twenty residential units) with each townhouse unit owned in fee simple, subject to the terms and conditions of this Agreement and the Assumption of Liability and Hold Harmless Agreement ("Hold Harmless Agreement") attached hereto as **Exhibit "C"** and incorporated herein. If there is a conflict between Exhibit "C" and the terms and conditions of this document, this document shall govern.

(b) Except where modified by this Agreement, the Project must comply with all the following requirements before Developer will receive its Site Plan Level II Development Permit for the Project:

i) Section 47-24.2. of the ULDR for a Site Plan Level II Development Permit; and

ii) Section 47-25.2. of the ULDR Adequacy Requirements; and

iii) Section 47-25.3. of the ULDR Neighborhood Compatibility Requirements; and

(iv) Comply with the regulations for residential properties located in the RC-15 Zoning District; and

(v) Section 47-18.33. of the ULDR.

(vi) Developer shall record at its own expense this Agreement after it is fully executed by all parties, in the Broward County Official Records within five (5) days of the full execution of this Agreement and the Hold Harmless Agreement. Developer shall provide the City Clerk, City Attorney or Deputy City Attorney, and Director of the Development Services Department with copies of this recorded Agreement within ten (10) days after recording the document(s) in the Broward County Official Records.

(viii) The Project shall comply with all other requirements in this Agreement and any other applicable law (as determined by City staff), including but not limited to the City's Code of Ordinances, and City's Unified Land Development Regulations, unless an express deviation(s) or exception(s) is written in this Agreement.

(c) Developer shall ensure that a restrictive covenant is recorded that provides that for a term of at least thirty (30) years from the date that the Developer receives its certificate of occupancy from the City, the Project and the mortgage payments required for each unit within the Project shall and will continuously meet the "Affordable Housing" requirements in Section 166.04151(6), Florida Statutes (2023) and Section 420.0004, Florida Statutes (2023).

2. Project Development Exemptions.

(a) The Developer must ensure that the Project complies with all of the requirements in Article VI. Paragraph G. of this Agreement regardless of the exemptions provided in this Article . If there is any conflict between this Article and Article VI. Paragraph G., Article VI. Paragraph G. shall govern.

(b) Subject to the limitations provided in this Agreement, the following Sections of the ULDR shall not apply to the Project:

i. Section 47-18.33.B.1; and

ii. Section 47-18.33.B.5.a. of the ULDR, only as to the front yard requirements. However, the Developer must ensure that the Project complies with the easement requirements in Section 47-18.33.B.5.a. of the ULDR and the Developer must prepare an easement which meets the requirements in 47-18.33.B.5.a. of the ULDR. The easement must include provisions satisfactory to the City Attorney or his or her designee and is subject to the approval of the City Attorney or his or her designee. After the easement is approved by the City Attorney or his or her designee, the Developer shall record the easement in Broward County Official Records at the Developer's sole cost and expense; and

iii. Section 47-18.33.B.5.c. of the ULDR, as to the side yard requirements, but the Developer must ensure that the Project complies with the easement requirements in Section 47-18.33.B.5.c. of the ULDR and the Developer must prepare an easement which meets the requirements in 47-18.33.B.5.c. of the ULDR. The easement must include provisions satisfactory to the City Attorney or his or her designee and is subject to the approval of the City Attorney or his or her designee. After the easement is approved by the City Attorney or his or her designee, the Developer shall record the easement in Broward County Official Records at the Developer's sole cost and expense; and

iv. Section 47-18.33.B.5.d. of the ULDR, as to the rear yard requirements, but the Developer must ensure that the Project

complies with the easement requirements in Section 47-18.33.B.5.d. of the ULDR and the Developer must prepare an easement which meets the requirements in 47-18.33.B.5.d. of the ULDR. The easement must include provisions satisfactory to the City Attorney or his or her designee and is subject to the approval of the City Attorney or his or her designee. After the easement is approved by the City Attorney or his or her designee, the Developer shall record the easement in Broward County Official Records at the Developer's sole cost and expense; and

v. Section 47-18.33.B.13.b; and

vi. Section 47-21.12.A.2.a

3. After the Project has met all of the requirements in this Article and the Project plans reflect that the setback/yard and parking requirements in this Agreement are met, as determined by the Director of the Development Services Department or his or her Designee, the Department shall issue a Site Plan Level II Development Permit to the Developer, subject to conditions from City staff ("Project Development Permit"). The Project Development Permit will expire (18) months following the date of approval of the Site Plan, unless (A) (i) a complete application for a building permit for an above-ground principal structure as shown on the approved site plan has been submitted within eighteen (18) months following the date of approval of the site plan; and (ii) a building permit for such above-ground principal structure is issued within twenty-four (24) months following the date of approval of the site plan; and (iii) such building permit remains valid and in effect until a certificate of occupancy, or other equivalent approval is granted for such principal structure; or (B) the Project Development Permit is otherwise extended as permitted by Applicable Law, which expressly includes, without limitation, Section 252.363, Florida Statutes as amended from time to time.

ARTICLE IV

PARTY OBLIGATIONS

A. The Developer acknowledges and agrees that the Project is not and shall not become a rental development and the Developer will not rent, but shall sell the townhomes in the Project and the mortgages for the buyers of at least ten (10) percent of the units in the Project shall be "Affordable" as defined in Section 420.0004(3), Florida Statutes (2023), in accordance with the requirements in Section 166.04151(6), Florida Statutes (2023).

B. In accordance with Chapter 24 of the City's Code of Ordinances, as amended, the City will provide or authorize its contractor or subcontractor to provide residential trash pickup services for the Property, subject to the following requirements and limitations. If any of the following requirements are not met, trash service will not be provided or authorized by the City:

1. The Developer and its successors and assigns, and all future or subsequent property owner(s) and their successors, assigns, heirs, guardians, and personal representatives of such property owner(s) must comply with Chapter 24 of the City's Code of Ordinances, as amended and any other applicable Sections of the

City of Fort Lauderdale Code of Ordinances and Unified Land Development Regulations, and any other applicable law; and

2. The Developer's its successors and assigns, and all future or subsequent property owner(s) and their successors, assigns, heirs, guardians, and personal representatives of such property owner(s) must comply with the Assumption of Liability and Hold Harmless Agreement for Trash Pickup.

3. The Developer and its successors and assigns, and all future or subsequent property owner(s) and their successors, assigns, heirs, guardians, and personal representatives of such property owner(s) shall pay the City all fees, charges, costs, assessments, and taxes for services regarding garbage, solid waste, recycling, or trash by the due date(s).

4. The City, its contractor(s), volunteers, agents, assigns, employees, trustees, officers, and officials will not provide bulk trash pickup for the Property.

5. The Developer and its successors and assigns, at its sole cost and expense, shall use, construct, operate, maintain and repair the Property, and perform such acts and do such things, as lawfully required to be in compliance with the City's Code of Ordinances, as determined by City staff and any other governing body with jurisdiction over the Property. The Project shall comply with all health and sanitary requirements, fire hazard requirements, zoning requirements subject to the provisions of this Agreement, building code requirements, and City of Fort Lauderdale Engineering Standards, environmental requirements and other similar regulatory requirements.

C. Developer shall complete the construction and installation of all roads, landscaping, and other infrastructure serving residential dwelling units required by the Project Development Permit before a certificate of occupancy is issued for the Project. Developer and its successors and assigns are responsible for the maintenance and repair of all internal infrastructure in the Property.

D. Developer shall create and record in the Broward County Official Records, at Developer's expense, a Townhouse Declaration for the Project prior to and as a condition precedent to issuance of a certificate of completion for the entire Project. The Townhouse Declaration shall include provisions subject to the approval of the City Attorney or his or her Designee creating pedestrian access easements for the Project in accordance with Section 47-18.33.B.5. of the ULDR.

E. The Project must comply with all other applicable regulations, development standards, the conditions imposed by City staff for Site Plan approval, and requirements in the City's Code of Ordinances, Unified Land Development Regulations, and other applicable law, in existence at the time of the Effective Date of this Agreement, unless there are exceptions provided for in this Agreement. The City of Fort Lauderdale Code of Ordinances and Unified Land Development Regulations required in this Agreement shall survive the thirty-year expiration of this Agreement. The Developer, its successor(s), assign(s), or any subsequent or future owner(s)

of the Property shall not alter, extend or enlarge the scope or area of use(s) or structure(s) authorized by this Agreement. Nor shall the Developer, its successor(s),assigns(s), subsequent or future owner(s) of the Property change the use(s), or terminate the permitted use(s) authorized by this Agreement. In the event that the Developer, its assign(s), successor(s), subsequent or future owner(s) of the Property fail to comply with any provision in this paragraph, the portion of the Property at issue, including its uses and structures, shall be required to comply with all applicable City of Fort Lauderdale Code of Ordinances and Unified Land Development Regulations in existence at the time that the Developer, its successor(s), assign(s), subsequent or future owner of the property fails to comply with this section.

F. Parking. The Project is required to have no less than two (2) parking spaces per townhouse unit, in addition to one quarter (0.25) guest parking space per townhouse unit. Developer agrees that the Project will include sixty (60) townhouse parking spaces and six (6) guest parking spaces - for a total of sixty-six (66) parking spaces. In no instance shall parking be reduced to less than two (2) parking spaces per townhouse unit and less than five (5) guest parking spaces.

G. Setbacks/Yard Requirements. Notwithstanding any other provisions herein, the Developer must meet the following setback/yard requirements for the Project.

i) The side yard (East) setback within the Project shall be at least eight feet.

ii) The front yard (NW 19th St.) setback within the Project shall be at least twenty feet.

iii) The rear yard (NW 20th St.) setback within the Project shall be at least eleven feet.

iv) The depth of the perimeter landscaping which abuts an existing cul-de-sac within the Project must have at least three feet and four inches of depth.

ARTICLE V

CONTRACT PROVISIONS REQUIRED IN CONTRACTS WITH DEVELOPER AND CONTRACTORS

A. Developer agrees to include an indemnification provision in substantially the form provided below in all contracts with its contractors and direct subcontractors, and to cause those parties to include such provisions in their contracts with their respective subcontractors (and lower tiers) and construction materials vendors, which indemnifications shall survive the expiration or earlier termination of this Agreement and of the subject contracts, subcontracts and vendor contracts:

1. In consideration of the sum of twenty-five dollars ($25.00) and other good and valuable consideration, the contractor(s) hereby agree(s) to defend and shall indemnify and hold the City of Fort Lauderdale, its agents, officers, volunteers, elected and appointed officers and officials, contractors, subcontractors, and employees harmless, including during any warranty period, from and against any actions, injuries, proceedings, litigation, controversies, bankruptcy, claims, losses, expenses, lawsuits, costs, mediation fees, arbitration fees, attorney fees, paralegal

fees, expert fees, appellate attorney fees, appellate costs, appellate fees, or damages, received or sustained by or to any person(s), property, including bodily injury and death, resulting from, arising out of or in any way connected or related whether directly or indirectly to this agreement or any or all of the following:

a. the construction of the Project on the Property; or

b. the violation of any state, federal, City or local laws, ordinances, statutes, rules or regulations in the performance of the obligations under this Agreement or construction of the Project by the contractor(s) or any of contractor(s)'s subcontractor(s), agents, employees or other persons acting on behalf of the contractor(s); or

c. any injuries, death, or damages, losses, costs, expenses, received or sustained by any person, persons, or entity arising out of or in any way connected with patent construction defects within the Project; or

d. any claim for the following relating to the construction of the Project: (i) invasion of the right of privacy; (ii) defamation of any person, firm or corporation; (iii) the violation or infringement of any copyright, trademark, trade name, service mark, or patent.

The contractor shall indemnify and hold the City harmless, as detailed above, at its sole cost and expense, and shall pay for legal counsel to represent the City, its employees, agents, assigns, officers, contractors, subcontractors, volunteers, and elected and appointed officials, satisfactory to City.

B. Subject to Section 768.28, Florida Statutes as amended from time to time, the indemnifications provided for in this Article shall not apply to the extent the claim, damage, injury, litigation, controversy, losses, expenses, lawsuits, costs, or fees arise(s) from the intentional torts or gross negligence of the City, its contractors, subcontractors, agents, representatives, and/or employees.

ARTICLE VI

CONFLICTING PROVISIONS

This Agreement shall govern in the event that any terms or conditions herein conflict with the ULDR or the City of Fort Lauderdale Code of Ordinances.

ARTICLE VII

NOTICES

A. Notices. All notices required in this Agreement shall be sent in writing by certified mail, return receipt requested or express delivery service with a delivery receipt and shall be deemed to be effective as of the date received or the date delivery was refused as indicated on the return receipt. Notices shall be addressed as provided below and may be amended from time to time:

To Developer	Habitat for Humanity of Broward, Inc. 888 NW 62nd Street, 2nd Floor Fort Lauderdale, FL 33309 Attn: Nancy Robin
With copies to:	Greenspoon Marder, LLP Attn: Dennis D. Mele, Esq. 200 E. Broward Blvd., Suite 1800 Fort Lauderdale, FL 33301
To City:	City Manager City of Fort Lauderdale 101 NE 3rd Avenue, Suite 1430 Fort Lauderdale, FL 33301
	City Clerk City of Fort Lauderdale 1 East Broward Blvd, Suite 444 Fort Lauderdale, FL 33301
	City Attorney City of Fort Lauderdale 1 East Broward Blvd, Suite 1605 Fort Lauderdale, FL 33301

The Parties may subsequently change addresses by providing written notice of the change of address to the other Parties in accordance with this Article.

ARTICLE VIII

MISCELLANEOUS PROVISIONS

A. Entire Agreement. This Agreement represents the complete Agreement between the Parties and any prior agreements or representations, whether written or verbal, are hereby superseded. No prior written or oral promises or representations shall be binding. Accordingly, it is agreed that no deviation from the terms of this Agreement shall be predicated upon any prior representations or agreement whether oral or written. This Agreement may not be amended orally.

B. Waiver of Jury Trial. City and Developer knowingly, voluntarily and intentionally, waive trial by jury in any action, lawsuit, proceeding, or counterclaim(s) brought by either of the Parties hereto against the other on any matters whatsoever arising out of, or in any way related to this Agreement, or the relationship between City and Developer. The City and Developer further waive their rights to a jury trial on any documents executed in connection with this Agreement. If the Developer contests its waiver of a jury trial or seeks a trial by jury, Developer shall be required to pay the City's attorney's fees.

C. Attorneys' Fees. If any litigation or legal action or other proceeding, including, but not limited to any and all claims, mediation, arbitration, lawsuits, counterclaims, appeals or bankruptcy proceedings whether at law or in equity, which: (i) arises out of, concerns, or relates

to this Agreement or (ii) is brought by the City for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover attorney's fees, paralegal fees, costs, court costs and all expenses even if not taxable as court costs, incurred in that action or proceeding, in addition to any other relief to such party or parties may be entitled. The City and Developer agree that if the City brings forth a lawsuit or legal action for Developer's failure to comply with terms of this Agreement and the Parties settle such suit, the prevailing Party shall be the City for purposes of awarding attorney's fees and costs.

D. Interpretation, Governing Law, and Venue. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida in effect on the Effective Date of this Agreement. If any state or federal laws are enacted or amended that apply retroactively which preclude any Party's compliance with this Agreement, this Agreement shall be modified as necessary to comply with the applicable law. Any legal action, controversies, disputes, claims, lawsuits, mediations, arbitrations or other controversy(ies), filed or brought regarding this Agreement or relating to this Agreement must be brought in Broward County, Florida. This Agreement shall not be construed against the Party that prepared the Agreement, but shall be construed as if both Parties prepared the Agreement. Unless otherwise stated herein, the City's Comprehensive Plan, City's Unified Land Development Regulations, and the City's Code of Ordinances in existence on the date of the Effective Date of this Agreement apply to this Agreement.

E. Sovereign Immunity. Nothing contained herein is intended nor shall be construed to waive City's rights to Sovereign Immunity under the common law or Section 768.28, Florida Statutes, as may be amended from time to time.

F. Recording. Developer shall record at its own expense this Agreement, any and all amendments to this Agreement, any and all assignments of this Agreement (which are subject to the requirements for approval in this Agreement), and any and all of the City's consents to the Assignment of this Agreement in the Broward County Official Records within five (5) days of the full execution of any of the aforementioned documents by all the parties. Developer must provide the City Clerk, City Attorney or Interim City Attorney, and Director of the Development Services Department with copies of all of the following documents (which must be fully executed and recorded) within ten (10) days after recording the document(s) in the Broward County Official Records: 1) This Agreement; and 2) Any and all assignments of this Agreement; and 3) Any and all amendments to this Agreement; and 4) Any and all consents from the City to the assignment of this Agreement.

G. No Individual Liability. City and Developer agree that no City Commissioner, employee, elected or appointed official, officer, contractor, volunteer, or agent of the City shall be personally liable, sued personally or held contractually liable under any term or provision of this Agreement or of any amendment, or modification to this Agreement, or because of any breach of this Agreement, or because of its or their execution or attempted execution of this Agreement. City and Developer also agree that neither City staff nor the mayor or any individual City Commission has the authority to Amend this Agreement.

H. Compliance with Laws. Developer shall comply with all applicable laws in its development or construction of the Project including all federal, state, and local laws, ordinances, resolutions and statutes including but not limited to: Florida Law, Federal Law, the City of Fort Lauderdale Code of Ordinances and Unified Land Development Regulations, Broward County Code of Ordinances, City Resolutions, City Rules, City Standards and Regulations, and any other governmental entity or agency that has jurisdiction over the Property. Developer agrees to comply with all applicable laws in its performance of this Agreement, and the Developer's possession, use, occupancy, development and maintenance of the Project.

I. Stormwater Management Program. Developer acknowledges that the City of Fort Lauderdale has adopted a stormwater management program that imposes a stormwater management utility fee upon every lot and parcel within the City of Fort Lauderdale for services and facilities provided by the stormwater management program. Developer specifically agrees that any such fee imposed on the units within the Project shall be paid by the due date in whole solely by Developer or the owner of the unit(s).

J. Police Powers. City cannot, and hereby specifically does not, waive or relinquish any of its Police Powers which includes but is not limited to any actions the City takes to protect the health, safety, and welfare of the public, the City's regulatory approval or enforcement rights and obligations as it may relate to any laws, policies, or regulations governing the Property. Nothing in this Agreement shall be deemed to create an affirmative duty of City to abrogate its sovereign right to exercise its police powers and governmental powers by approving or disapproving or taking any other action in accordance with its zoning and land use codes, administrative codes, ordinances, rules and regulations, federal laws and regulations, state laws and regulations, and grant agreements. In addition, nothing herein shall be considered "zoning by contract."

K. Amendments or Modifications to the Site Plan.

1. An Amendment or Modification to the Site Plan attached hereto as Exhibit "B" may be approved administratively by the Director of the Development Services Department without City Commission approval if the amendment or modification involves any of the following:

   i. Any modification to reduce floor area or height of a proposed or existing building.

   ii. Any modification to allow the alteration of the interior of an existing building which does not alter the external appearance of the building.

   iii. Any modification to allow minor cosmetic alteration of the external facade of an existing building, including new or renovated signage, awnings and architectural detailing, provided that the overall architectural character is not changed.

   iv. Any modification increasing yards, setbacks or both, provided that the zoning district does not have a "build to" requirement. If the

removal of any portion of a structure results in an increase in yard or setback, the original architectural and site character must be maintained and the Development Services Department may impose conditions of approval to ensure this requirement is met.

v. Any modification to increase floor area or height to a proposed or existing building, that does not exceed five percent (5%) of the existing or approved floor area or height.

vi. Any modification to reduce yards or setbacks up to five percent (5%) of the existing or approved yard or setback, that does not violate the required minimum yard or setback; the building has not already received an approved yard modification; and the original architectural style and site character is maintained.

vii. Notice of application for modification as provided in subsection ii. shall be provided by the applicant to the presidents of homeowner associations and presidents of condominium associations, or both, representing property within three hundred (300) feet of the applicant's property. Notice shall be in the form provided by the department and mailed on the date the application is accepted by the department. The names and addresses of homeowner associations shall be those on file with the city clerk.

2. Whenever the Site Plan is amended, the City Attorney or his Designee shall draft an Amendment to this Agreement which shall incorporate the Amended Site Plan, which shall comply with all the requirements in Paragraph L. (if applicable) and must be recorded in Broward County Official Records by the Developer at its sole expense within seven days of full execution. The Developer must provide the City Attorney, the City Clerk, and the Director of the Development Services Department with a copy of the Recorded Amendment to this Agreement. An Amendment to this Agreement which involves only an administratively approved amendment to the Site Plan, shall not require City Commission Approval and may be executed by the Developer, City Manager, City Clerk, and City Attorney. All other amendments to the Site Plan that do not meet the requirements above, require approval by the City Commission at a public meeting.

L. Amendments. Unless an exception is provided under Paragraph K. herein, no modification or amendment of any terms and conditions contained herein shall be effective unless approved by the City Commission at a public meeting and contained in a written amendment executed by the City and Developer with the same formality herewith. Any changes to Site Plan attached hereto as Exhibit "B", requires an amendment to this Agreement and the Amendment must comply with the requirements herein and all other applicable law.

M. Effective Date and Term. This Agreement shall be effective upon recording in the Official Records of Broward County at the Developer's expense, after this Agreement is executed by the Developer and the City and shall remain in effect for thirty (30) years.

N. Successors and Assignees. This Agreement shall be binding upon and inure to the benefit of and be enforceable by all the Parties hereto and their respective successors, assigns, including any direct or indirect successor by purchase, merger, consolidation or otherwise of all or substantially all of the business and/or assets of the Developer. This Agreement is a covenant running with the land and binding on the Property and shall bind every person or entity having any fee, leasehold or any other interest therein, including their respective assigns, successors, spouses, legal representatives, heirs, guardians, and personal representatives.

O. Non-Discrimination. Developer shall not discriminate against any person in the performance of its duties, responsibilities and obligations under this Agreement because of race, age, religion, color, gender, gender identity, gender expression, marital status, national origin, disability or sexual orientation, and any other protected classification as defined by applicable law.

ARTICLE IX

RELATIONSHIP OF THE PARTIES

It is expressly agreed, understood, and intended that no employee-employer or agency relationship exists or is established between Developer and the City by this Agreement. Developer, its contractor(s), its employees, volunteers and agents are independent of the City. This Agreement shall not in any way be constructed to create a partnership, joint venture, association or any other kind of joint undertaking between the City and Developer. Nothing in this Agreement is intended to create any third-party beneficiaries. No agent, successor, assign, contractor, subsidiary, affiliate, employee, or subcontractor of the Developer shall be or shall be deemed an employee, agent, contractor or subcontractor of the City. Developer shall be solely and entirely responsible for its own acts and the acts of the Developer's agents, employees and contractors, and subcontractors, during the performance of this Agreement.

ARTICLE X

SIGNATORY AUTHORITY

Developer shall provide City with copies of requisite documentation evidencing that the signatory for Developer has the authority to enter into this Agreement and bind the Developer. The documentation required includes but is not limited to corporate resolutions and corporate agreements.

ARTICLE XI

ASSIGNMENT

A. Developer may make the following conveyances or assignments without City approval:

1. Developer may convey fee simple title to the individual townhouse units within the Project after issuance of a certificate of occupancy for the entire Project.

2. Developer may convey to the Townhouse Association created within the Townhouse Declaration all Property within the Project, exclusive of the individual townhouse units.

3. Developer may also assign to the Townhouse Association those functions of the Townhouse Association as set forth in the Townhouse Declaration. Specifically, without limitation, at such time as Association becomes responsible for the maintenance of the Property, Developer shall have the right to assign all rights and obligations under this Agreement to the Townhouse Association provided the Association must assume such obligations in writing (together, the "Association Assignment and Assumption") and such Association Assignment and Assumption shall be fully executed and recorded in the Official Records of Broward County, Florida.

Collectively, all permitted conveyances and assignments permitted in this subsection A shall be referred to collectively within the Agreement as "Permitted Assignments."

B. Except for the Permitted Assignments, as set in Paragraph A above, Developer may not assign any portion of this Agreement, in whole or in part, to a third party: (a) prior to transfer of fee simple title to all twenty (20) townhouse units to the respective townhouse unit purchasers in arms-length transactions and (b) issuance of a certificate of occupancy for the entire Project.

1. Neither this Agreement, nor any right or interest in it other than the Permitted Assignments set forth in Paragraph A. above, may be assigned, transferred or encumbered by Developer, directly or indirectly, either in whole or in part, without prior written consent of the City. Authority to execute the written consent of an assignment, transfer or encumbrance must be established by adoption of a Resolution by the City Commission at a public meeting authorizing such assignment, transfer or encumbrance as hereinafter set forth. The Resolution shall authorize execution by the proper City officials of a Consent to Assignment which shall be executed by both the City and Developer and recorded in the Official Records of Broward County at Developer's expense.

2. Any assignment, transfer or encumbrance by Developer, other than the Permitted Assignments, done without the written consent required under Paragraph C (1) above shall be, except as to Article XVI ("Indemnification") of this Agreement, void ab initio and have no force or effect. Any assignment, transfer or encumbrance without the Consent to Assignment set forth under Paragraph C (1) above constitutes an "Event of Default" and the City may immediately terminate this Agreement (except as to Article XVI hereof) and the City will be entitled to any remedies

available at law or in equity and obtain actual and consequential damages from the Developer.

3. Other than the Permitted Assignments in Paragraph A. above, the City will not consider a request for, or consent to, any assignment, transfer or encumbrance unless the Developer has (a) complied with all the provisions of this Agreement and (b) Developer has transferred its fee simple interest, in an arms-length transactions to third purchasers who are not affiliates of Developer in all twenty (20) townhouse units to the individual townhouse unit purchasers and (c) obtained a certificate of occupancy for the entire Project.

4. Upon recording in the Official Records of Broward County (i) an Assignment and Assumption of Rights and Obligations under this Agreement in accordance with the processes set forth in this Article XI; or (ii) an Affiliate Assignment and Assumption in accordance with the processes set forth in this Article XI; or (iii) an Association Assignment and Assumption in accordance with the processes set forth in this Article XI, Developer shall be automatically and without further notice or action released from all obligations hereunder and the Association or assignee other than the Association or both (where applicable) shall be solely responsible for all such obligations (including, without limitation, the Party Obligations under Article IV of this Agreement).

C. All assignees must comply with all the terms of this Agreement and are liable for all obligations, costs, charges, fees, and requirements provided by this Agreement regardless of whether the obligations, liabilities, charges, fees, or costs, occurred prior to the approval of the assignment or sublease or prior to the full execution of the consent to assignment of the Agreement. The income requirements for owners of affordable housing units in Sections 166.04151(6) and Sections 420.0004(9), 420.0004(11), 420.0004(12), or 420.0004(17), Florida Statutes (2023), shall apply for the entire term of this Agreement, regardless of any future assignments, sales, or transfers made after the effective date of this Agreement.

D. Developer shall record all assignments made to at its sole cost and expense in the Broward County Official Records within five days of full execution. The assignments recorded must be fully executed by the assignor and assignee and all signatures must be notarized. Additionally, the assignments shall include the following: the names of the assignor and assignee(s), addresses of assignor and assignee(s), title of persons executing the assignment, the date of the assignment, and the legal description of the property, the subject matter of the assignment, terms of the assignment. Developer shall provide the City Clerk, City Attorney, and the Director of the Development Services Department with a copy of all recorded assignments that are made to any and all Townhouse Association(s) within five days after they are recorded in the Broward County Official Records.

ARTICLE XII

SIGNS

Written Approval. Developer shall obtain approval from the City and obtain all required permits in accordance the City's Code of Ordinances and the ULDR, prior to erecting or displaying any signs on the Property.

ARTICLE XIII

AMERICANS WITH DISABILITIES ACT

The Developer shall ensure that the Project complies with the applicable requirements of the "Fair Housing Act" and "The Americans with Disabilities Act" (ADA) as published in Title 28, Code of Federal Regulations ("CFR"), Parts 35 and 36, and the State of Florida Accessibility Requirements Manual ("ARM").

ARTICLE XIV

TAXES, PERMITS, LICENSES

In addition to any other obligations set forth in this Agreement, Developer shall pay at its own expense, all costs of operating its equipment and business, and pay for all special assessments, ad valorem taxes (unless exempt under Florida Law), non-ad valorem taxes, sales, use or other taxes levied, assessed or charged upon or with respect to the Property and any assessed against the operation of the Property. Developer understands that disputes regarding taxes are handled by the Broward County Property appraiser's office in accordance with Florida Law and that this Agreement shall not be used or interpreted as a mandate or opinion of the City, City Attorney, or the City Commission that the Developer is exempt from any taxes. Developer shall obtain and pay all costs and charges by the due date for any business tax receipts, permits, licenses, or other authorizations required by City, Broward County, the State of Florida, Federal Law and any other applicable law in connection with the operation of its business in the City, and copies of all such permits, certificates and licenses shall be forwarded to City. Unless and until assigned pursuant to Article IV above, Developer shall keep all licenses, business tax receipts, permits, and any other authorizations required by the City, Broward County, the State of Florida, and Federal Law valid and in good standing during the term of this Agreement.

ARTICLE XV

UTILITIES, FEES, AND CHARGES

Developer agrees to pay by the due date, at its sole expense, all connections with utilities and to make separate agreements (if applicable) with the agencies responsible for these utilities as long as it owns the Property. As long as Developer owns the Property, Developer shall pay for all utility services, inspections, connection fees, and any other charges for utilities supplied to the Property by the due dates. Developer understands that it is required to pay for all utilities and services and charges for the Property while it owns the Property regardless of whether Developer receives a bill for these services or charges and regardless of whether the Developer' name is printed on the bill(s).

ARTICLE XVI

INDEMNIFICATION

A. Developer hereby agrees to indemnify and hold the City of Fort Lauderdale, its agents, officers, volunteers, elected officials, appointed officials, contractors, and employees harmless from and against any and all liability whatsoever from any actions, injuries, litigation, controversies, bankruptcy, claims, demands, losses, appellate court costs, court reporter fees, mandates, decrees, judgments, settlements, penalties, fines, costs, expenses, lawsuits, costs, mediation fees, arbitration fees, court costs, attorney fees, paralegal fees, expert fees, damages received or sustained by or to any person(s) or property, including property damages, bodily injury, and death, or any other expenses of any kind or nature arising out of or in any way connected or related to any or all of the following:

1. this Agreement; or

2. the Project; or

3. the construction or development of the Project, whether incurred now or in the future, whether directly or indirectly; or

4. any actions or inactions of the Developer or the Developer's contractor, subcontractor, agents, employees or other persons acting on behalf of the Developer in the performance of its obligations under this Agreement or construction of the Project; or

5. Developer's, or Developer's contractor, subcontractor, agents, employees or other persons acting on behalf of the Developer's, use, occupancy, or construction on the Property; or

6. Developer's, or Developer's contractor, subcontractor, agents, employees or other persons acting on behalf of the Developer's, acts or omissions in performing its obligations under this Agreement or construction of the Project; or

7. Developer's, or Developer's contractor, subcontractor, agents, employees or other persons acting on behalf of the Developer's, performance or nonperformance of its obligations or services under this Agreement; or

8. any claim for the following relating to the construction of the Project or Property: (i) invasion of the right of privacy; (ii) defamation of any person, firm or corporation; (iii) the violation or infringement of any copyright, trademark, trade name, service mark, or patent; or

9. any action or inaction of City of Fort Lauderdale, its agents, officers, volunteers, elected officials, appointed officials, contractors, and employees, subject to the limitations in Article XVI. Paragraph C; or

10. the violation(s) of the Applicable Law in the performance of the obligations under this Agreement or construction of the Project by Developer or any of Developer's contractors, subcontractors, agents, employees or other persons acting on behalf of the Developer.

B. The City shall give Developer reasonable notice of any suit, claim, or action, in the event that the City seeks indemnification under this Article. The Developer shall pay all costs and fees including but not limited to all legal fees and court costs, expert fees, fees for investigation, and any other fees or costs listed in Article XVI. Paragraph A. above, and Developer shall pay for the City's defense of any suit, claim or action filed against the City. City reserves the right to select counsel of its own choosing.

C. The indemnifications provided for in this Article shall not apply to the extent the claim, damage, injury, litigation, controversy, losses, expenses, lawsuits, costs, or fees arise(s) from the intentional torts or gross negligence of the City, its contractors, subcontractors, agents, representatives, and/or employees.

D. This indemnification Article shall survive the expiration or termination of this Agreement.

ARTICLE XVII

EVENT OF DEFAULT

A. Developer hereby agrees to abide by and comply with each and every term and condition set forth in this Affordable Housing Development Agreement. Failure of Developer, or its successors or assigns, to comply with any term, condition or provision set forth in this Agreement, shall constitute an "Event of Default" under this Agreement.

B. Event of Default By Developer. In the event the Developer, its successors or assigns, violate any of the terms or conditions of this Agreement or is in breach or default in any term or condition hereof, the City shall send a written Notice of Default to the Developer of the specific failure or violation of this Agreement and Developer shall have a sixty (60) day opportunity to cure the violation to the City's satisfaction (as determined by the Director of the Development Services Department). If Developer fails to cure within the cure period, the City shall have the right to take any equitable action and/or action in law to enforce the terms and conditions of the Agreement including immediately terminating this Agreement and filing a lawsuit against Developer. The City is entitled to any or all of the following remedies in addition to any other remedies as determined by a court of law, in the event that the Developer fails to perform or violates any of the terms or conditions of this Agreement: actual damages, consequential damages, injunctive relief, and specific performance as determined by a court of law. Developer understands that the City does not waive its Police Powers and the opportunity to cure does not apply to violations of any of the following: Florida Law, Broward County Code of Ordinances, Federal Law, City Resolutions, City Code of Ordinances, City Unified Land Development Regulations or the Florida Building Code.

C. Event of Default By City. In the event the City fails to perform or violates any of the terms or conditions of this Agreement or is in breach or default in any term or condition thereof,

the Developer shall send a written Notice of Default to City notifying City of the specific failure or violation of this Agreement in writing and City shall thereafter have a period of sixty (60) days to cure any such failure or violation.. If City fails to cure within the cure period, the Developer shall have the right to take any equitable action and/or action in law to enforce the terms and conditions of the Development Agreement. Notwithstanding any other provisions herein, in the event that the Developer prevails in a lawsuit or action against the City, the Developer shall only be entitled to actual damages and consequential damage, which collectively shall not exceed $300,000.00.

ARTICLE XVIII
MONITORING OFFICIAL

The City of Fort Lauderdale's Director of the Development Services Department or his or her designee shall monitor the Developer and its assigns and successors' obligations under this Agreement.

ARTICLE XIX
PUBLIC RECORDS

Developer shall comply with Florida Public Records law in accordance with Chapter 119, Florida Statutes, as amended.

ARTICLE XX
SEVERABILITY

In the event that any portion or section of this Agreement is determined to be unenforceable, invalid, illegal or unconstitutional by a court of competent jurisdiction, such decision shall in no manner affect the remaining portions or sections of this Agreement, which shall remain in full force and effect.

ARTICLE XXI
COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall, together, constitute one instrument.

ARTICLE XXII
TERMINATION

In the event that this Agreement is terminated by either Party , and the Project has not received a certificate of occupancy or the termination occurs prior to the receipt of the Certificate of Occupancy, if Developer wishes to proceed with developing the Property identified in Exhibit "A", Developer shall be required to file a new development permit application and pay the required fees in accordance with the City's Unified Land Development Regulations, Resolutions, fee schedule, and comply with other applicable law in existence after the termination.

A. This Agreement shall automatically terminate upon expiration of the Project Development Permit in accordance with Article III, paragraph 3 of this Agreement in the event that the Project does not receive a Certificate of Occupancy.

B. The City may terminate this Agreement if Developer attempts to meet or meets contractual obligations to the City through fraud, misrepresentation, or material misrepresentation.

C. Either party may terminate this Agreement for cause if there is an Event of Default, subject to the Notice of Default and cure period required herein.

D. This Agreement may be terminated by mutual consent of the City and Developer by the City Commission approving a termination at a public meeting and written consent of the Developer or by its successors, heirs, and assigns.

ARTICLE XXIII

WAIVER

The parties agree that each requirement, duty and obligation set forth in this Agreement is substantial and important to the formation of this Agreement and, therefore, is a material term. The failure of either Party to enforce any provision of this Agreement or insist on strict performance of this Agreement, or the failure of either Party to exercise any remedy under this Agreement, shall not be deemed a waiver of such provision and shall not be deemed a modification of this Agreement. No waiver by either Party is effective unless the waiver is in writing and signed by the Party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed this Agreement on or as of the date first written above.

CITY

ATTEST:

CITY OF FORT LAUDERDALE, a municipal corporation of the State of Florida

By: _____
GREG CHAVARRIA
City Manager

Date: January 17, 2024

DAVID R. SOLOMAN
City Clerk

(SEAL)

Approved as to form and correctness:
Thomas J. Ansbro, Esq., City Attorney

_____
SHARI C. WALLEN, ESQ.
Assistant City Attorney

SIGNED, SEALED AND DELIVERED

DEVELOPER

WITNESSES:

(Signature)

Melonie Bully-Chambers
Print Name

(Signature)

Nathan Van Deman
Print Name

HABITAT FOR HUMANITY OF BROWARD, INC., a Florida not for profit corporation

By: _____
(Signature)
Print name: Nancy Robin
Title: CEO and Executive Director

Address: 888 NW 62nd St
2nd Floor
Fort Lauderdale, FL 33309

Dated: December 21, 2023

[CORPORATE SEAL]

ACKNOWLEDGEMENT:

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 21 day of December, 2023, by Nancy Robin, as CEO + Executive Director of HABITAT FOR HUMANITY OF BROWARD, INC., a Florida not for profit corporation.

(SEAL)

MELONIE M BULLY-CHAMBERS
Notary Public - State of Florida
Commission # HH 145883
My Comm. Expires Jun 27, 2025
Bonded through National Notary Assn.

_____
Signature of Notary Public – State of Florida

Melonie Bully-Chambers
Print, Type, or Stamp Commissioned Name of Notary Public

Personally Known ✓ OR Produced Identification ____
Type of Identification Produced: _____

EXHIBIT "A"
LEGAL DESCRIPTION

LEGAL DESCRIPTION

TRACT 'A', OF "VICTOR CAMERON PLAT", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 146, PAGE 42, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA

CERTIFIED TO:
Habitat For Humanity of Broward, Inc., a Florida not for profit corporation

PROPERTY ADDRESS
VACANT LAND ON N.W. 19TH STREET
FOLIO 4042-28-31-0010
FORT LAUDERDALE, FL 33311

BOUNDARY SURVEY
INVOICE # 3782004
SURVEY DATE 11/30/22

FLOOD ZONE X 0.2%
MAP DATE 08/18/14
MAP NUMBER 12510S 0388H

TOGETHER WITH

A PARCEL OF LAND IN THE SOUTHEAST 1/4 OF SECTION 28, TOWNSHIP 49 SOUTH RANGE 42 EAST, BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 2 IN BLOCK 7 OF THE REVISION AND ADDITION TO HILLMONT HEIGHTS, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 37, AT PAGE 30, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE EASTERLY, PARALLEL WITH THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 28, A DISTANCE OF 420 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING EASTERLY ALONG THE EAST DESCRIBED COURSE, A DISTANCE OF 55 FEET TO A POINT; THENCE NORTHERLY PARALLEL WITH THE EAST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 28, A DISTANCE OF 120 FEET TO A POINT; THENCE WESTERLY PARALLEL WITH THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 28, A DISTANCE OF 55 FEET TO A POINT; THENCE SOUTHERLY, PARALLEL WITH THE EAST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 28, A DISTANCE OF 120 FEET TO THE POINT OF BEGINNING.

PARCEL IDENTIFICATION NO. 494228-00-0560

PROPERTY ADDRESS
1051 NW 19TH COURT
FORT LAUDERDALE, FL 33311

BOUNDARY SURVEY
SURVEY DATE 07/06/23

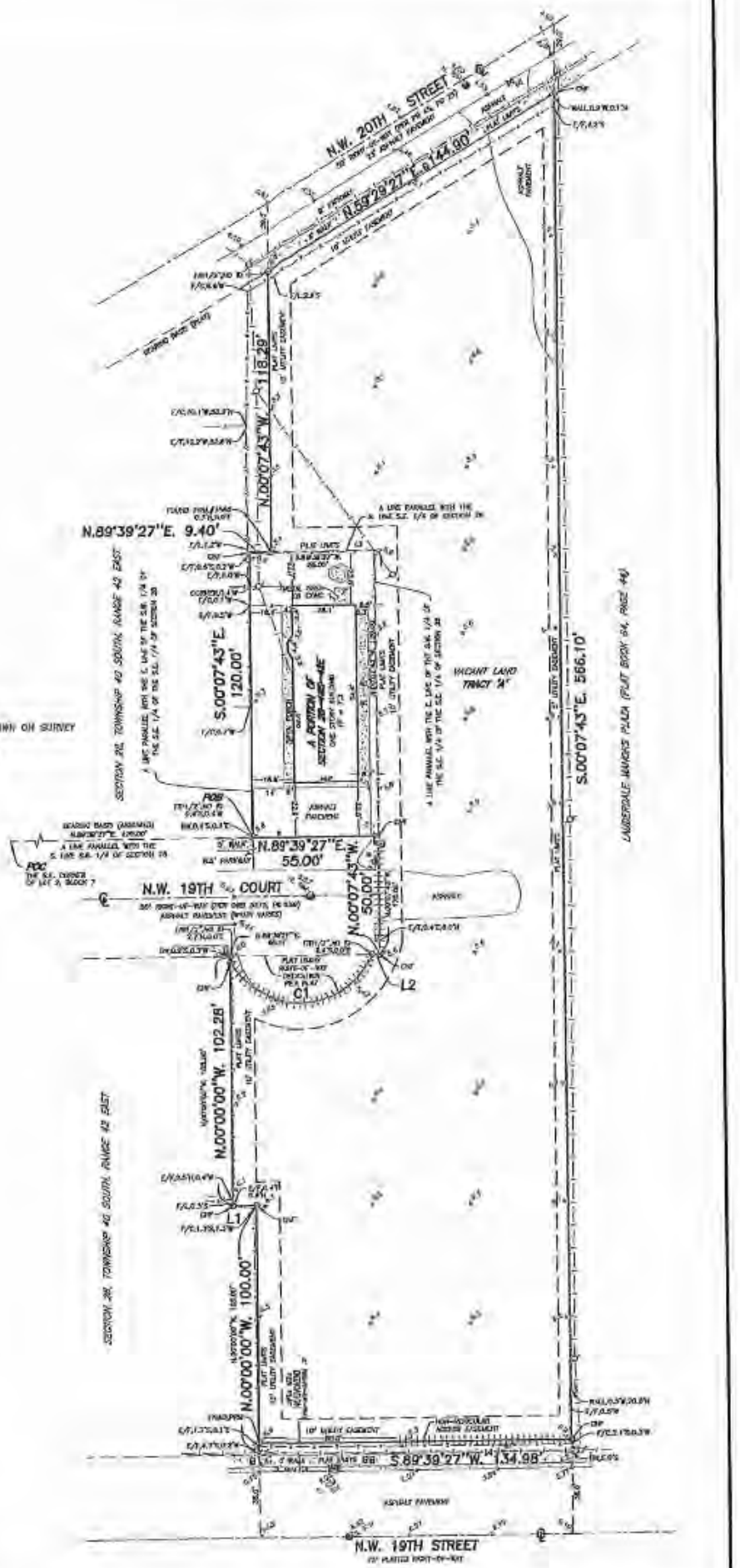
FLOOD ZONE X 0.2%
MAP DATE 08/18/14
MAP NUMBER 12510S 0388H

SCHEDULE BII

CHICAGO TITLE INSURANCE COMPANY
AMERICAN LAND TITLE ASSOCIATION COMMITMENT
COMMITMENT DATE: 10/08/2018 AT 11:00 PM
ORDER NO.: 7275731

ITEM 1-4: NOT PLOTTABLE
ITEM 5: MATTERS PERTAINING TO PB 146, PG 42, AMENDED IN ORB 26793, PG 555 ARE AS SHOWN ON SURVEY
ITEM 6: MATTERS PERTAINING TO ORB 20178, PG 654 PERTAIN TO PROPERTY, NOT PLOTTABLE
ITEM 7: MATTERS PERTAINING TO ORB 26808, PG 332 PERTAIN TO PROPERTY, NOT PLOTTABLE
ITEM 8: NOT PLOTTABLE

30 0 30 60 90
Scale 1" = 30'



LEGEND

ASPHALT DRIVE	CATCH BASIN
AC CONTROL VALVE	CLEAN OUT
GUY ANCHOR	MANHOLE
WATER METER	WELL
FIRE HYDRANT	WATER VALVE
CABLE JUNCTION BOX	
ELECTRIC SERVICE	
POOL EQUIPMENT	
POWER/LIGHT POLE	
SPRINKLER SYSTEM	
BRICK/TILE PAVERS	
CENTERLINE	
CONCRETE/CMU	
CHAINLINK FENCE	
ELEVATION	
METAL FENCE	
OVERHEAD WIRES	
WOOD DECK/DOCK	
WOOD/PVC FENCE	

ABBREVIATIONS

AC	AIR CONDITIONER
AE	ANCHOR EASEMENT
BC	BLACKLOCK CORNER
BM	BENCHMARK
BW	BACK OF WALK
C	CALCULATED
CNF	CORNER NOT FOUND
DE	DRAINAGE EASEMENT
E/P	EASEMENT
EP	EDGE OF PAVEMENT
EW	EDGE OF WATER
F/C	FENCE/CORNER
FF	FINISH FLOOR
F/L	FENCE/LEAN
FIP	FOUND IRON PIPE
FIR	FOUND IRON ROD
FN	FOUND NAIL
FN&D	FOUND NAIL & DISC
FN&T	FOUND NAIL & TAB
FP&L	FLORIDA POWER & LIGHT
GAR	GARAGE
GOH	GOVERNOR
IRR/IR	IRRIGATION
OP	OPEN PORCH
ORB	OFFICIAL RECORDS BOOK
P	MEASURED
NTS	NOT TO SCALE
PB	PLAT BOOK
PC	POINT OF CURVATURE
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
PR	PAGE
PRC	POINT OF REVERSE CURVE
PRM	PERMANENT REFERENCE MONUMENT
PT	POINT OF TANGENCY
R	RECORDED
RAD	RADIAL
R/W	RIGHT-OF-WAY
SF&D	SET NAIL & DISC #4968
SP	SCREENED PORCH
SPKC	SET 1/2" PIN & CAP #4968
UE	UTILITY EASEMENT

LINE TABLE

NUMBER	DIRECTION	DISTANCE
L1	S.89°39'27"W.	10.00'
L2	N.89°39'27"E.	8.33'
L3	S.89°39'27"W.	45.67'

LINE TABLE

NUMBER	DELTA	CURVE RADIUS	RADIUS *	ARC *	TAN *
C1	154°12'14"	30.00'/30.11'	30.00	75.87	61.39

SURVEYOR'S NOTES

1. BASIS OF BEARINGS ASSUMED UNLESS OTHERWISE INDICATED ON SKETCH.
2. LEGAL DESCRIPTION PROVIDED BY CLIENT OR PROPERTY APPRAISER WEBSITE.
3. THE LANDS SHOWN HEREON WERE NOT ABSTRACTED BY THIS OFFICE FOR EASEMENTS, RIGHT-OF-WAYS, OWNERSHIP OR OTHER INSTRUMENTS OF RECORD.
4. UNDERGROUND OR ABOVE GROUND PORTIONS OF FOOTINGS, FOUNDATIONS, WALLS OR OTHER NON-VISIBLE IMPROVEMENTS WERE NOT LOCATED.
5. ELEVATIONS ARE BASED ON NORTH AMERICAN VERTICAL DATUM OF 1988 UNLESS OTHERWISE INDICATED ON SKETCH.
6. FLOOR ELEVATION OBTAINED FROM MAIN ENTRY WAY OF STRUCTURE UNLESS OTHERWISE INDICATED ON SKETCH.
7. FENCE TIES ARE TO THE CENTER-LINE OF FENCE, WALL TIES ARE TO THE FACE OF WALL.
8. AS BUILT INFORMATION GRAPHIC REPRESENTATIONS HAVE BEEN EXAGGERATED TO MORE CLEARLY ILLUSTRATE THE CONTROL THE LOCATION OF THE IMPROVEMENTS OVER SCALED POSITIONS.
9. THE DIMENSIONS AND DIRECTIONS SHOWN HEREON ARE IN SUBSTANTIAL AGREEMENT WITH RECORD VALUES UNLESS REFERENCE NOTED.
10. ENTRY WALLS ARE CENTERED ON PROPERTY LINE AND ARE 0.1' WIDE UNLESS OTHERWISE NOTED.
11. EXISTING DIMENSIONS FOUND OBVIOUS MONUMENTS PROPERTY CORNERS
12. UNDERLYING COMMENTS ARE PROVIDED BY NOTIFICATIONS.
13. NO ATTEMPT HAS BEEN MADE TO LOCATE, SHOW OR COMMENTED EASEMENTS OR RIGHTS-OF-WAY, OTHER THAN THOSE SHOWN HEREON.

Digitally signed by Paul J Stowell
Date: 2023.12.08 16:01:15 -05'00'

ATLANTIC COAST SURVEYING INC.

PAUL J. STOWELL
PROFESSIONAL LAND SURVEYOR
FLORIDA CERTIFICATION NO. 5241
ATLANTIC COAST SURVEYING, INC.
13798 NW 4th Street, Suite 206
Sunrise, FL 33325
Ph: 954.382.3350 E: info@atlcoastsurvey.com

EXHIBIT "B"
SITE PLAN

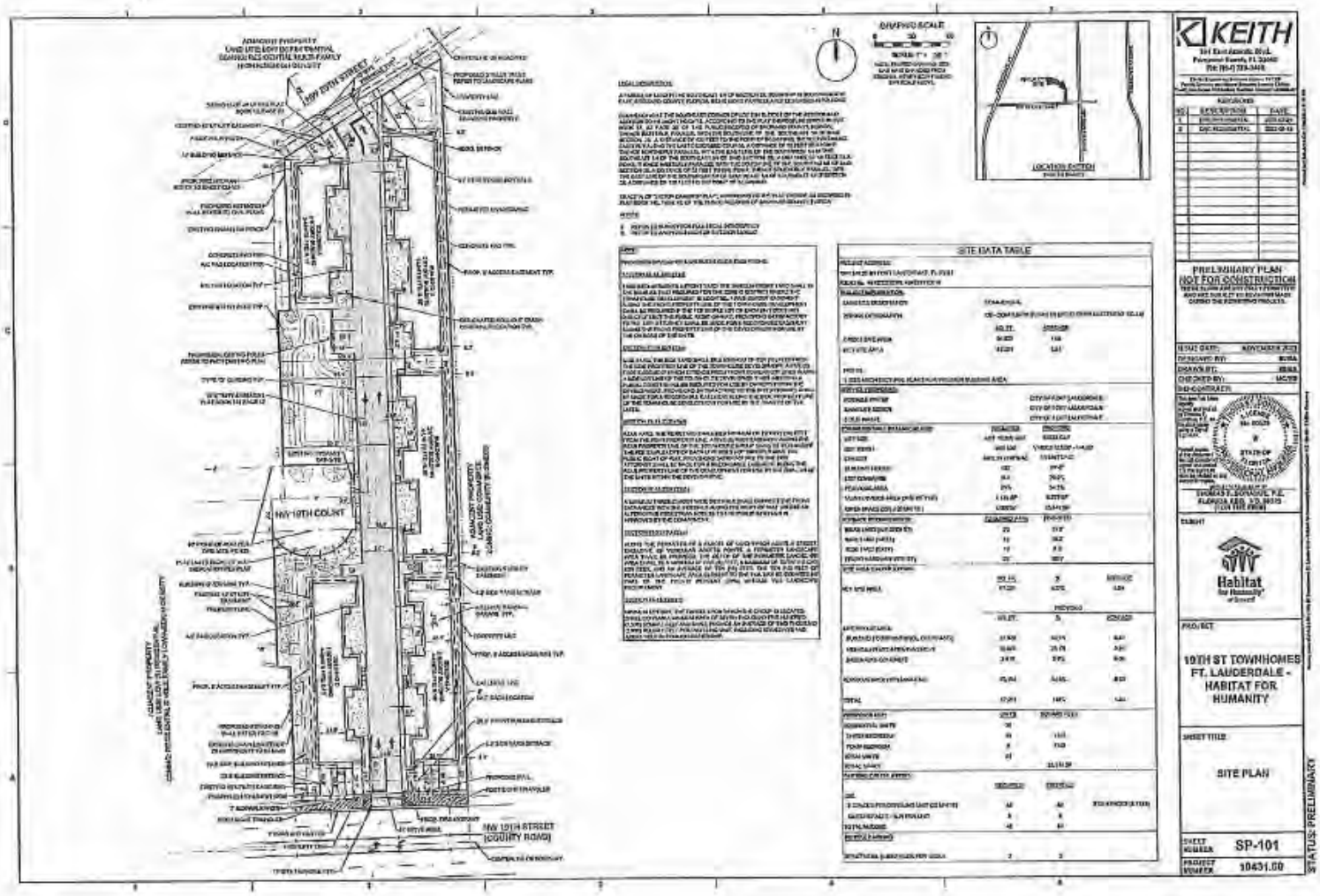

NW 19TH COURT
NW 19TH STREET
(COUNTY ROAD)
SITE DATA TABLE
KEITH
PRELIMINARY PLAN
NOT FOR CONSTRUCTION
10TH ST TOWNHOMES
FT. LAUDERDALE - HABITAT FOR HUMANITY
SITE PLAN
SP-101
10431.00
STATUS: PRELIMINARY

EXHIBIT C
ASSUMPTION OF LIABILITY AND HOLD HARMLESS AGREEMENT