

**DEVELOPMENT AGREEMENT FOR
STREETSCAPE ENHANCEMENT PROGRAM**

[Garage Final]

This Development Agreement for Streetscape Enhancement Program (the "Agreement") is entered into this ____ day of _____, 20__ by and between the Fort Lauderdale Community Redevelopment Agency, a community redevelopment agency created pursuant to Part III, Chapter 163, Florida Statutes (the "Agency") and DTS FLL Parking LLC, a Delaware limited liability company authorized to transact business in the State of Florida (the "Developer") and joined in by FLL PROPERTY VENTURES, LLC, a Delaware limited liability company authorized to transact business in the State of Florida (the "Fee Owner").

WHEREAS, the Agency desires to encourage and assist projects in its area of operation which furthers the purposes and goals of the Community Redevelopment Plan for the Community Redevelopment Area; and

WHEREAS, the Fee Owner has purchased the Property (as described in **Exhibit "A"**) and has entered into a ground lease with Developer who will construct the Project on the Property in the Community Redevelopment Area; and

WHEREAS, on March 14, 2017, the Advisory Board for Northwest-Progresso-Flagler Heights Community Redevelopment Area recommended approval of funding under the Streetscape Enhancement Program for this Project; and

WHEREAS, at its _____, 2017 meeting, the Agency authorized execution of an agreement with the Agency providing for funds to be paid to the Developer through the Agency's Streetscape Program to cover a portion of the costs related to the construction of streetscape improvements in connection with the development of the Project; and

NOW, THEREFORE, for and in consideration of the recitals, the mutual promises, covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE 1

Definitions

- 1.1. Agency means the Fort Lauderdale Community Redevelopment Agency.
- 1.2. Agency Authorized Representative means the Agency's Executive Director or his designee.
- 1.3. Agency Staff means the staff of the Agency, whether employees or contract employees.
- 1.4. Agreement means this Agreement for payment of funds with respect to the development of the Project on the Property.

- 1.5. Certificate of Occupancy means the Certificate of Occupancy or Letter of Completion issued by the City or other appropriate Governmental Authority for the entire Project that allows the Project to be occupied, opened for business and used as contemplated by this Agreement. For purposes of Project Completion Date, a TCO shall not constitute a Certificate of Occupancy.
- 1.6. City means the City of Fort Lauderdale, Florida, a Florida municipal corporation.
- 1.7. Commercially Reasonable Efforts means that level of effort which a prudent business would undertake in circumstances which are the same as or substantially similar to the circumstances referred to or described, but without any obligation to incur any unreasonable or unduly burdensome expenses or obligations or any guaranty of completion or results.
- 1.8. Community Redevelopment Area means the Northwest/Progresso/Flagler Heights Community Redevelopment Area as described in Resolution No. 95-86 of the City adopted on June 2, 1995 and such other resolutions as may amend the boundaries of such area.
- 1.9. County means Broward County, Florida, a political subdivision of the State of Florida.
- 1.10. Developer means DTS FLL Parking LLC, a Delaware limited liability company or its successor or assign thereof, the ground tenant and developer of the Project.
- 1.11. Developer Streetscape Improvements means the following street improvements: Installation of utility and drainage system improvements, new curbing, pavers, landscaping, new sidewalk, decorative pedestrian lighting along and within the public right of ways of NW 3rd and NW 4th Avenues south of NW 2nd Street and NW 2nd Street from NW 3rd to NW 4th Avenue, street resurfacing, installation and upgrading of utilities. All such Developer Streetscape Improvements are as more particularly described on **Exhibit "B"** attached hereto and made a part hereof.
- 1.12. Fee Owner means FLL Property Ventures, LLC, a Delaware limited liability company or its successor or assign thereof, the fee owner of the property on which the Project will be constructed.
- 1.13. Force Majeure shall have the meaning set forth in Section 8.3 hereof.
- 1.14. Plans and Specifications means architectural, engineering and construction documents constituting the concept documents, preliminary plans and drawings, schematic design documents, design development documents and construction documents for the Project as shown on **Exhibit "C"** attached hereto and made a part hereof.
- 1.15. Effective Date means the date on which this Agreement is executed and delivered by both the Agency and the Developer.
- 1.16. Governmental Authorities means all state, city, county, administrative or other governmental authorities which now or hereafter have jurisdiction, review, approval or

consent rights relating to the design, development, construction, ownership, occupancy or use of the Property or the Project.

- 1.17. Permits and Approvals means any and all development, zoning, platting, subdivision, site plan, design, Plans and Specifications, construction permit and other applicable permits and approvals and variances, if necessary, from all applicable Governmental Authorities pertaining to the Project and the Property.
- 1.18. Person means any individual, corporation, firm, partnership, trust, association, limited liability company or other entity of any nature.
- 1.19. Project means construction at NW 2nd Avenue between NW 2nd Street and NW 4th Street of a seven story parking garage.
- 1.20. Project Completion Date means the date on which the construction of the entire Project is substantially complete and the Certificate of Occupancy or Letter of Completion has been issued by the appropriate Governmental Authority.
- 1.21. Property means the parcel of land owned by Developer on which the Project will be located as described on **Exhibit "A"** attached hereto and made a part hereof.
- 1.22. Redevelopment Plan means the Northwest/Progresso/Flagler Heights Redevelopment Area Plan adopted by the City Commission on November 7, 1995, as amended, a copy of which is on file with the Agency.
- 1.23. Reimbursement Amount means an amount not to exceed the lesser of \$183,820.00 or 70% of the eligible costs under the Agency's Streetscape Program to be paid by the Agency to the Developer in consideration of the installation and construction of the Developer Streetscape Improvements upon the Project Completion Date. For purposes hereof, the term Developer's Costs shall include the Developer's costs and expenses incurred for the making improvements or constructing the Developer Streetscape Improvements that are construction costs, costs to bring utilities to the site, site preparation costs, lighting, landscaping, paving and fencing as approved with the Plans and Specifications. No improvements being funded under any other CRA program is eligible for reimbursement.
- 1.24. TCO means a temporary certificate of occupancy issued by the City or other applicable Governmental Authority for all or a portion of the Project.

ARTICLE 2

Findings

The parties to this Agreement do hereby find and acknowledge the following:

- 2.1. The City Commission of the City adopted Resolution No. 95-86 on June 2, 1995 finding the existence of blight conditions in the Community Redevelopment Area, as more particularly described in that Resolution, in which the Property is located.

- 2.2. The Agency for the Area was created by Resolution No. 95-86 adopted by the City Commission of the City on June 20, 1995 pursuant to part III of Chapter 163, Florida Statutes.
- 2.3. By adoption by the City Commission of Resolution No. 95-170, the Redevelopment Plan was adopted on November 7, 1995 and has been amended.
- 2.4. By adoption of Resolution No. 95-1084 on November 26, 1995, the Broward County Board of County Commissioners approved the Redevelopment Plan and such plan has been subsequently amended in 2001, 2013 and 2016.
- 2.5. The Redevelopment Plan contemplates redevelopment in the Community Redevelopment Area.
- 2.6. Pursuant to the Redevelopment Plan, it is contemplated that the Agency will provide funding for certain streetscape improvements in the Community Redevelopment Area.
- 2.7. Developer owns the Property and has submitted plans for review for the construction of the Project on the Property.
- 2.8. The Project is consistent with and furthers the provisions of the Redevelopment Plan and the Agency desires to encourage redevelopment of the Property for use for the Project and to encourage Developer in its development, design, construction, use, ownership and operation of the Project.
- 2.9. Certain street improvements, which will include, but are not limited to, the Developer Streetscape Improvements are required to support the Project and will be necessary for the successful development of the Project.
- 2.10. In reliance on letters received from the architect of record for the Project, landscape architect and Developer, the Agency finds that use of competitive bids for the Developer's Streetscape Improvements is not in the best interest of the Agency and formal or informal bids will not be required. To require a competitive bid will jeopardize funding for the Project, materially increase the cost of the Project or create an undue hardship on the public health, safety or welfare.
- 2.11. The general contractor, Moss Construction Company, is a licensed and uniquely qualified to undertake the Developer Streetscape Improvements.

ARTICLE 3

Project Overview

- 3.1. Project Development. Developer shall be responsible for all aspects of development of the Project. The only obligations of the Agency shall be as specifically provided herein.
- 3.2. Determinations by Agency. The Agency hereby determines that the Project is consistent with and furthers the goals and objectives of the Redevelopment Plan and that its design,

development, construction, ownership, use and operation will promote the health, safety, morals and welfare of the residents of the Area.

- 3.3. Termination if Construction not Completed. In the event that the Developer has not completed construction of the Developer Streetscape Improvements as set forth in this Agreement, then this Agreement may be terminated by the Agency.

ARTICLE 4

Obligations of the Parties

- 4.1. Developer. Developer shall use Commercially Reasonable Efforts to obtain or cause to be obtained all required Permits and Approvals, including, without limitation, all required permits, consents, replatting (if necessary) and subdivision variances, waivers and other approvals necessary under applicable law for the design, development, construction, operation and use of the Project as described in the Plans and Specifications, which shall include, when applicable, the timely filing of necessary applications, with permit fees when required, the prosecution of the application to the same extent as used by the party charged with the effort as such party has devoted to the approvals, timely follow through with such amendments and revisions or additions to the documentation required by the application or other process as shall be customary with like kind projects of economic magnitude in the Broward County area, and the prompt payment of costs and fees associated therewith. Prior to the issuance of the Certificate of Occupancy or its equivalent, Developer shall not abandon construction of the Project, which shall mean the cessation of meaningful construction work on the Project for a period of 120 days or more. For purposes of this Section 4.1, “meaningful construction work on the Project” shall be the standard set forth in the applicable building code for purposes of maintaining any Permits and Approvals. The Developer shall maintain all required Permits and Approvals for the Project and agrees to observe all applicable laws and requirements of all applicable Governmental Authorities in connection with the Project. In addition, Developer agrees that the uses within the Project will not include the following uses: pawn shops, check cashing store, tattoo parlor, massage parlor or convenience store.
- 4.2. Developer Streetscape Improvements. Developer shall design, construct and install the Developer Streetscape Improvements as provided herein. The Agency shall be responsible for paying the Reimbursement Amount directly to Developer in one payment no earlier than the Project Completion Date. Developer shall notify the Agency of such completion and send the Agency a request for the Reimbursement Amount along with such documentation as may be reasonably necessary to evidence the actual costs paid by the Developer for the Developer Streetscape Improvements. The CRA agrees to reimburse the Developer up to the Reimbursement Amount subject to the terms and conditions contained herein. In order to be eligible for reimbursement the Developer shall submit paid invoices for all eligible costs, materials and expenses, proof the Developer paid for such invoices and all other documentation required by the CRA (including release of liens, if applicable) and the CRA shall reimburse the Developer for such costs and expenses within forty five (45) days after receipt of the proper paid invoices and other required documentation referenced herein to the CRA in accordance with Exhibit

D. All construction reimbursement costs submitted will be evaluated for reimbursement against the Project Construction Pricing and Material list attached as **Exhibit "D"** to the Development Agreement. Notwithstanding the foregoing, the Reimbursement Amount shall not be paid unless and until Developer has provided or caused to be provided the necessary written recordable easements in form and substance acceptable to the City of Fort Lauderdale from the State of Florida and any other owner in favor of the City of Fort Lauderdale and the public to use NW 1st Street within the area delineated on **Exhibit "E"** for vehicular and pedestrian access and parking, along with a surveyor's affidavit that demonstrates there are no gaps or hiatuses in the right-of-way.

- 4.3. Unsecured Note. In order to secure the terms, conditions, covenants and obligations contained herein, and prior to paying the Reimbursement Amount to Developer, Developer shall execute and deliver to the Agency an Unsecured Promissory Note (the "Note") in substantially the same form as **Exhibit "F"** attached hereto and made a part hereof. The amount of the Note shall be equal to the actual Reimbursement Amount of the Developer Streetscape Improvements.
- 4.3.1 Term of Repayment. Payment on the principal amount of the Note shall not be required so long as the Property is maintained and operated as the Project and an event of default has not been declared, for a five (5) year period following the Project Completion Date. The Note will terminate five (5) years after the Project Completion Date. If an Event of Default is declared prior to the end of the five year period, a pro rata portion of the Reimbursement Amount shall be due and payable depending on the month in which the Event of Default occurred and as more fully described in the Note.
- 4.3.2 Subordination. Agency acknowledges and agrees that (i) the terms and provisions of this Agreement and all rights and obligations described herein are and shall be subordinate to the mortgage, security interest and rights granted to any bank, institution, governmental or other mortgagee or financing sources in connection with any loan made to Developer whether such financing is obtained before or after the date of the Agreement. The subordination herein described shall be self-operative and effective without the requirement for the execution of a separate instrument; provided however, if required by Developer's lender, Agency agrees to execute such instrument reasonably requested of them by Developer's lender .
- 4.4. Permits and Approvals. As of the Effective Date, the Plans and Specifications have been submitted to the City and the Broward County by Developer and the requisite permits and approvals have been obtained by Developer.
- 4.5. Developer Ad Valorem Tax Payments. Developer shall be obligated to pay all ad valorem property taxes due upon the Property and the Project as required by Florida law.
- 4.6. Job Creation, Retention and Reporting Requirements. Developer or its affiliates agrees to use Commercially Reasonable Efforts to cause the creation of and maintenance of one (1) job related to the Project or the 60,000 square foot station being developed by Developer's affiliate being constructed at NW 2nd Avenue between NW 2nd Street and

NW 4th Street (collectively, the “Combined Project”) with an average salary of \$45,000.00 annually. In addition, Developer or its affiliate shall or has worked with the Agency to undertake job fairs and the like to encourage local employment for operational jobs within the Combined Project, and will continue to work with the Agency during the 5 year period following the Project Completion Date. Developer or its affiliates shall be required to provide an annual written report of the number of jobs created and attributable to the Combined Project for the five (5) year period following the Project Completion Date. Developer or its affiliates agrees to submit an annual written report utilizing the form provided in **Exhibit “G”** attached hereto and made a part hereof (“Jobs Report”). The first annual report will be submitted the year following the Project Completion Date and annually for the four (4) years thereafter.

4.6.1 Required information. The Jobs Report shall indicate, at a minimum the following information:

- (i) Employee Name or Employee Number;
- (ii) Job Title;
- (iii) Employment Start Date;
- (iv) Employment End Date (if applicable);
- (v) Annual Hours Worked (with payroll records as support); and
- (vi) Hourly Wage/Salary;

4.6.2 Optional information. Developer shall use Commercially Reasonable Efforts to obtain the following additional optional information from the employee:

- (i) Household size;
- (ii) Annual household income;
- (iii) Income category;
- (iv) Race of the head of household; and
- (v) Age of the head of household.

4.7. Approval of Agreement.

4.7.1 The Agency hereby represents and warrants to Developer that the execution and delivery hereof have been approved at duly convened meetings of the Agency and the same is binding upon the Agency.

4.7.2 Developer hereby represents and warrants to the Agency that (i) the execution and delivery hereof have been approved by all parties whose approval is required under the terms of the governing documents creating Developer, (ii) this

Agreement does not violate any of the terms or conditions of such governing documents and the same is binding upon Developer and enforceable against it in accordance with its terms; (iii) the Persons executing this Agreement on behalf of Developer are duly authorized and empowered to execute the same for and on behalf of the Developer; (iv) Developer is a Delaware limited liability company and is duly authorized to transact business in the State of Florida; and (v) this Agreement does not violate the terms of any other agreement to which the Developer is a party.

- 4.8. Notification. During the term of this Agreement, Developer shall immediately notify agency in writing of any pending, or to the knowledge of the Developer, threatened actions or proceedings before any court or administrative agency against the Developer, or against any officer, employee, partner or shareholder of the Developer, which question the validity of this Agreement or any Exhibit hereto, or which are likely in any case, or in the aggregate, to materially adversely affect the consummation of the transactions contemplated hereunder or the financial condition of the Developer.
- 4.9. Developer Streetscape Improvements. The Developer shall construct the Developer Streetscape Improvements as provided herein and in accordance with the applicable standards and specifications for such construction as set forth by the Governmental Authorities. Developer and its contractor are obligated to construct and install the Developer Streetscape Improvements by and through a licensed Florida State Underground and Utility and Excavation Contractor or a Broward County Florida Engineering Contractor (the "Utility Contractor") and shall provide proof of same prior to receiving its Reimbursement Amount.
- 4.10. Taxes and other charges. Developer shall pay and discharge, or cause to be paid and discharged, prior to delinquency all taxes, charges, liabilities or claims of any type at any time assessed against or incurred by the Property or the Project, provided that nothing in this Section shall require the payment of any such sum if Developer contests the same in good faith by appropriate proceedings. The Developer shall not allow any taxes to be delinquent so that the Property is subject to the sale of tax certificates according to Florida law. The Developer shall notify the Agency within 5 days of any notice of tax delinquency on the Property or the Project.

ARTICLE 5

Project Development

- 5.1. Project Schedule. Developer represents that the Project Completion Date shall be no later than 90 days from the date all permits and approvals have been issued by the required local governmental entities for the construction of the Developer Streetscape Improvements associated with NW 1st Street.

ARTICLE 6

Developer Defaults; Agency Remedies

- 6.1. Event of Default. Subject to Force Majeure, the occurrence of any one or more of the following and the continuance thereof uncured or uncorrected for the period of time hereinafter provided shall constitute an Event of Default hereunder:
- 6.1.1 The Developer defaults in the performance of any obligation imposed upon it under this Agreement or the Developer fails to complete any item required to be completed by it as provided herein, including constructing the Project substantially in accordance with the final Plans & Specifications, including the Developer Streetscape Improvements and the Developer does not cure such default within a reasonable time after delivery of notice of such default from the Agency; or
 - 6.1.2 Any statement, representation or warranty made by the Developer herein or in any writing now or hereafter furnished in connection herewith shall be false in any material respect when made and which materially and adversely affects the rights, duties or obligations of the Agency hereunder; or
 - 6.1.3 (i) an order, judgment or decree is entered by any court of competent jurisdiction adjudicating the Developer bankrupt or insolvent, approving a petition seeking a reorganization or appointing a receiver, trustee or liquidator of the Developer or of all or a substantial part of its assets, or (ii) there is otherwise commenced as to the Developer or any of its assets any proceeding under any bankruptcy, reorganization, arrangement, insolvency, readjustment, receivership or similar law, and if such order, judgment, decree, or proceeding continues without being dismissed after any stay thereof expires.
- 6.2. Remedies. Upon the occurrence and during the continuance of any Event of Default by Developer hereunder, the Agency shall have the following rights (a) to terminate this Agreement, upon which termination Developer agrees upon request by the Agency it shall assign and transfer to the Agency, free of any liens or other obligations or conditions, all plans, specifications and contracts for the Developer Streetscape Improvements, if any, (b) to stop any disbursements of funds by the Agency hereunder, including the Reimbursement Amount (c) to recover all funds paid by the Agency under this Agreement and (d) to pursue any other rights or remedies which are or may be available at law or in equity to enforce the terms of this Agreement. Notwithstanding, nothing herein shall be deemed a pledge or the right to place a lien on the Project. This Agreement shall not be construed as to grant a right of specific performance as an equitable remedy.

ARTICLE 7

Agency Defaults, Developer Remedies

- 7.1. Agency Event of Default. It shall constitute an Event of Default hereunder by the Agency:
- 7.1.1 if for any reason the Agency fails to timely pay, perform or complete any or all of its material obligations under this Agreement as and when required including the obligation to pay the Reimbursement Amount and the Agency does not cure such default within thirty (30) days after delivery of notice of such default from the Developer.
- 7.2. Remedies. If at any time there is a default by the Agency which is not cured within any applicable cure period provided herein, Developer shall have the right to terminate this Agreement and/or to pursue other rights or remedies which are or may be available to Developer at law or in equity to enforce any of the terms of this Agreement. Notwithstanding, nothing herein shall be deemed a pledge or the right to place a lien on the Agency's tax increment revenue. This Agreement shall not be construed as a grant or consent to encumber the Redevelopment Trust Fund of the Agency or to grant a right of specific performance as an equitable remedy. Further, payments under this Agreement are subordinate and inferior to existing debt service payments of the Agency.

ARTICLE 8

General Provisions

- 8.1. Non-liability of Agency and City Officials. No member, official or employee of the Agency or the City or the Agency Staff of any employee of the City shall be personally liable to the Developer or to any Person with whom the Developer shall have entered into any contract, or to any other Person in the event of any default or breach by the Agency, or for any amount which may become due to the Developer or any other Person under this Agreement.
- 8.2. Approval. Whenever this Agreement requires the Agency or the Developer to approve any contract, document, plan, specification, drawing or other matter, such approval shall not be unreasonably withheld, delayed or conditioned. The Developer and the Agency shall perform all obligations imposed upon them under this Agreement in a reasonable and timely fashion.
- 8.3. Force Majeure. Neither the Developer nor the Agency shall be deemed in default hereunder where such a default is based on a delay in performance as a result of war, insurrection, terrorist activity, strikes, lockouts, riots, floods, earthquakes, fires, casualty, acts of God, acts of public enemy, epidemic, quarantine restrictions or freight embargo, or excessive delays in the permitting process not caused by Developer ("Force Majeure"); provided, however, that the extension of time granted for any delay caused by any of the foregoing shall not exceed the actual period of such delay and a reasonable time to resume after such delay. The party invoking this Section shall deliver notice to the other party as provided in Section 8.4 setting forth the event of Force Majeure and the anticipated delay resulting from such event of Force Majeure. Upon expiration of the

event of Force Majeure, either party may notify the other that the event has expired and that the extension of time granted as a result of such delay has ended.

- 8.4. Notices. All notices to be given hereunder shall be in writing and (a) personally delivered, (b) sent by registered or certified mail, return receipt requested, or (c) delivered by a courier service utilizing return receipts. Such notices shall be deemed given and received for all purposes under this Agreement (i) three (3) business days after the date same are deposited in the United States Mail if sent by registered or certified mail, or (ii) the date actually received if sent by personal delivery or courier service, or (iii) the date of transmission of a facsimile, with telephonic or machine confirmation of receipt:

If to the Agency:

Fort Lauderdale Community Redevelopment Agency
914 NW Sixth Street, Suite 200
Fort Lauderdale, FL 33311
Tel: 954-828-4514
Fax: 954-828-4500

With a Copy to:

CRA General Counsel
100 North Andrews Avenue
Fort Lauderdale, Florida 33301

If to the Developer:

DTS FLL Parking LLC
c/o All Aboard Florida - Operations LLC
2855 LeJeune Road, 4th Floor
Coral Gables, FL 33134
Attention: Legal Department
Tel: 305-520-2372
Fax: 305-520-2400

With a Copy to:

Holland & Knight, LLP
Debbie Orshefsky, Esq.
515 East Las Olas Boulevard, Suite 1200
Fort Lauderdale, FL 33301
Tel: 954.468.7871
Fax: 954.463.2030

Any change to an address shall be given in the same manner as a notice under this Section 8.4.

- 8.5. Time. Time is of the essence in the performance by any party of its obligations hereunder.
- 8.6. Entire Agreement. This Agreement constitutes the entire understanding and agreement between the Parties and supersedes all prior negotiations and agreements between them with respect to all or any of the matters contained herein.
- 8.7. Amendment. This Agreement may be amended by the Parties hereto only upon the execution of a written amendment or modification signed by the Parties.
- 8.8. Waivers. All waivers, amendments or modifications of this Agreement must be in writing and signed by both parties. Any failures or delays by any party in asserting any of its rights and remedies as to any default shall not constitute a waiver of any other default or of any such rights or remedies. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties hereto are cumulative, and the exercise by any party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or other default by any other party.
- 8.9. Indemnification. Developer agrees to protect, defend, indemnify and hold harmless the Agency, and their officers, employees and agents, from and against any and all lawsuits, penalties, claims, damages, settlements, judgments, decrees, costs, charges and other expenses or liabilities of every kind, sort or description including, but not limited to, attorneys' fees at both the trial and appellate levels, to the extent arising out of or resulting from the Developer's acts or omissions in performing its obligations under this Agreement relative to the Developers Streetscape Improvements under this Agreement, including, but not limited to, Developer's acts or omissions relating to its performance under this Agreement. Without limiting the foregoing, any and all such claims, relating to personal injury, death, damage to property, defects in material or workmanship, actual or alleged infringement or any patent, trademark, copyright or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance administrative order, rule or regulation or decree of any court, are included in the indemnity. The Developer further agrees to investigate, handle, respond to, provide defense for, and defend any such claims, at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claim(s) is groundless, false or fraudulent. However, the Agency retains the right to select counsel of its own choosing. This provision shall survive expiration or termination of this Agreement and shall not be limited by any insurance required hereunder.
- 8.10. Severability. The invalidity, illegality or unenforceability of any one or more of the provisions of this Agreement shall not affect any other provision of this Agreement, but this Agreement will be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- 8.11. Contingent Fee. The Developer represents and warrants that it has not employed or retained any Person to solicit or secure this Agreement and that it has not paid or agreed or promised to pay any Person any fee, commission, percentage, gift or any other

consideration contingent upon or resulting from the execution of this Agreement, including any broker fee or commission.

- 8.12. Independent Contractor. In the performance of this Agreement, the Developer will be acting in the capacity of an independent contractor and not as an agent, employee, and partner of the Agency. The Developer and its employees and agents shall be solely responsible for the means, methods, techniques, sequences and procedures utilized by the Developer in the performance of its obligations under this Agreement.
- 8.13. Timing of Approvals. Each party hereto shall have a period of not more than twenty (20) business days from the date of submission to such party of any item under this Agreement to take any action or give its approval or denial and the failure to take any such action, or give such approval or denial within such period of time shall be deemed approval, provided that no approval by the Agency shall be governed hereby.
- 8.14. Not A General Obligation.
- (a) Neither this Agreement nor the obligations imposed upon the Agency hereunder shall be or constitute an indebtedness or general obligation of the Agency or other Governmental Authority within the meaning of any constitutional, statutory or charter provisions requiring the Agency or other Governmental Authority to levy ad valorem taxes nor a lien upon any properties or funds of the Agency or other Governmental Authority. The Developer agrees that the obligation of the Agency to make any payments by the Agency to the Developer pursuant to this Agreement shall be subordinate to the obligations of the Agency to pay debt service on any bonds to be issued by the Agency up to the principal amount of the first issuance of such bonds.
 - (b) Nothing contained herein shall be deemed, construed or applied to cause any Governmental Authority, specifically including the Agency, to waive its right to exercise its governmental power and authority or to consider any request causing the exercise of its governmental powers in any manner other than that which is customary for the exercise of such governmental powers.
- 8.15. Parties to Agreement. This is an agreement solely between the Agency and the Developer. The execution and delivery hereof shall not be deemed to confer any rights or privileges on any Person not a party hereto other than the successors or assigns of the Agency and the Developer.
- 8.16. Venue; Applicable Law. All legal actions arising out of or connected with this Agreement must be instituted in the Circuit Court of Broward County, Florida, or the United States District Court for the Southern District of Florida. The laws of the State of Florida shall govern the interpretation and enforcement of this Agreement.
- 8.17. Insurance. During the term of this Agreement, the Developer shall obtain and maintain casualty insurance on the Project in an amount equal to the cost of replacing the Project (subject to a commercially-reasonable deductible) in the event of a damage or destruction of the Project, including builder's risk insurance during construction. Subject to the prior

rights of Developer's lender, Developer shall use the proceeds of such insurance to rebuild or repair the Project to substantially the same condition as before such damage or destruction. The Developer shall also obtain and maintain liability insurance in such an amount as is customary for a project of the size and scope of the Project. Certificate(s) of insurance evidencing such insurance to the reasonable satisfaction of the Agency shall be provided to the Agency by the Developer.

- 8.18. Termination. In the event of a termination of this Agreement as provided herein prior to its expiration, the party terminating the Agreement shall provide notice to that effect to the other party and upon receipt of such notice and the expiration of any cure period provided herein this Agreement shall then be of no force and effect, neither party will be liable to the other for any payments or other obligations other than any payments or obligations earned or incurred as of such date of termination.
- 8.19. Term. This Agreement shall take effect upon the Effective Date and, if not earlier terminated as provided herein, shall expire on the date of the payment of the Reimbursement Amount to the Developer by the Agency.
- 8.20. Records/Right to Audit. Agency shall have the right to audit the books, records, and accounts of Developer that are related to the Developer Streetscape Improvements as defined in Section 1.12 as more fully set forth in Exhibit D of this Agreement. Developer shall keep, and such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement in accordance with generally accepted accounting practices and standards. All books, records, and accounts of Developer shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, Developer shall make same available at no cost to Agency in written form.

Developer shall preserve and make available, at reasonable times for examination and audit by Agency in Broward County, Florida, all financial records, supporting documents, statistical records, and any other documents pertinent to the Developer Streetscape Improvements as defined in Section 1.12 as more fully set forth in Exhibit D of this Agreement for the required retention period of the Florida public records law, Chapter 119, Florida Statutes, as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit, litigation or other action has been initiated and has not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings, litigation or other action. If the Florida public records law is determined by Agency to be applicable, Developer shall comply with all requirements thereof. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for Agency's disallowance and recovery of any payment upon such entry.

- 8.21. Public Records. Each party shall maintain its own respective records and documents associated with this 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

same may be amended from time to time and any resultant award of attorney's fees for non-compliance with that law. The Developer and all contractors or subcontractors (the "Contractor") engaging in services in connection with construction of the Developer Streetscape Improvements shall:

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the Agency in order to perform the services rendered.
- (b) Upon request from Agency's custodian of public records, provide Agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2016), as may be amended or revised, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law and as to Developer for the duration of this Agreement and as to Contractor's for the duration of the contract term and following completion of said contract if Contractor does not transfer the records to Agency.
- (d) Upon completion of construction of the Developer Streetscape Improvements, transfer, at no cost, to Agency all public records in possession of Developer or Contractor related to the Developer Streetscape Improvements or keep and maintain public records required by Agency to perform the service. If Contractor transfers all public records to Agency upon completion of the construction of the Developer Streetscape Improvements, Developer and Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Developer or Contractor keeps and maintains public records upon completion of construction of the Developer Streetscape Improvements, Developer and Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Agency, upon request from Agency's custodian of public records, in a format that is compatible with the information technology systems of Agency.

If Developer or Contractor has questions regarding the application of Chapter 119, Florida Statutes, to Developer or Contractor's duty to provide public records relating to its contract, contact the Agency's custodian of public records by telephone at 954-828-5002 or by e-mail at PRRCONTRACT@FORTLAUDERDALE.GOV or by mail at 100 North Andrews Avenue, Fort Lauderdale, FL 33301 Attention: Custodian of Public Records.

- 8.22. Local Preference. The Developer shall use or has used Commercially Reasonable Efforts to work with the Agency to notify local business firms, minority owned firms, women-owned firms or labor surplus area firms of the opportunity to submit bids for work on the Developer Streetscape Improvements. Bids will be selected based upon competitiveness of the bid and the qualifications and capacity of the bidder. As used in this Agreement,

the terms “small business” means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and “minority and women’s business enterprise” means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, “minority group members” are African-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Developer may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

- 9.8 Assignment. Except as provided below, the rights, duties, obligations and privileges of the parties herein are non-assignable and any purported assignment by Developer shall be void and of no force and effect and shall constitute a default of this Agreement, unless there is prior written approval by Agency, which shall not be unreasonably withheld. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties provided that any assignee of Developer shall confirm in writing that it shall be bound as fully as if it had been the Developer hereunder upon completion of any such assignment, which may be effected by delivery to the Agency of a copy of the Assignment and Assumption Agreement.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, this Agreement is executed the day and year above written.

AGENCY:

Fort Lauderdale Community Redevelopment Agency, a corporation and political body of the State of Florida

Witnesses:

Print Name: _____

By: _____
John P. "Jack" Seller, Chairman

Print Name: _____

Print Name: _____

By: _____
Lee R. Feldman, Executive Director

Print Name: _____

Approved as to form:
Cynthia A. Everett, CRA General Counsel

ATTEST:

By: _____
Lynn Solomon, Assistant General Counsel

By: _____
Jeffrey A. Modarelli, CRA Secretary

WITNESSES:

DEVELOPER:

DTS FLL Parking LLC , a Delaware limited liability company

(Signature)

Printed Name: _____

By: _____

(Signature)

Printed Name: _____

STATE OF FLORIDA:

COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this ____ day of _____, 20__,
by _____ of DTS FLL Parking LLC , a Delaware limited liability company .
He/She is personally known to me or has produced _____ as identification.

(SEAL)

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

Name of Notary Typed, Printed or Stamped

My Commission Expires:
Commission Number

WITNESSES:

FEE OWNER:

FLL Property Ventures, LLC, a Delaware limited liability company

(Signature)
Printed Name: _____

By: _____

(Signature)
Printed Name: _____

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by -----of FLL Property Ventures, LLC, a Delaware limited liability company . He/She is personally known to me or has produced _____ as identification.

(SEAL)

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

Name of Notary Typed, Printed or Stamped

My Commission Expires:
Commission Number

EXHIBIT LIST:

- A. **LEGAL DESCRIPTION OF PROPERTY**
- B. **DEVELOPER STREETScape IMPROVEMENTS (GRANT APPLICATION)**
- C. **PLANS AND SPECIFICATIONS**
- D. **PROJECT CONSTRUCTION PRICING AND MATERIAL LIST**
- E. **EASEMENT AREA OF NW 1ST STREET**
- F. **UNSECURED NOTE**
- G. **JOB REPORT**

EXHIBIT "A"

PROPERTY

Address: 300 NW 2nd Street, Fort Lauderdale

Folio Number: 5042-10-01-1570

Legal Description: FT LAUDERDALE B-40 D PORTION OF BLK 10 DESC AS BEG AT
NW COR OF LOT 1 BLK 10, E 304.12, SE 209.29, SW 33.94, NW 71.79, SW 270.23, NW
137.50 TO POB

EXHIBIT "B"

Developer Streetscape Improvements
(including costs)

Streetscape Grant Application
(On File with the Agency)

EXHIBIT "C"

Plans and Specifications

See plans on file at City's Department of Sustainable Development--Case No. _____

The Brightline Station & Parking Garage development in Fort Lauderdale is a three story station and seven story parking garage approved under Development Review Committee (DRC) Cases R14043 (Station) and R15038 (Garage).

EXHIBIT "D"

July 5, 2017

Pending Right of Way Enhancements Incomplete as of February 6, 2017

Fort Lauderdale Brightline Garage

• ROW A/E, Civil and Landscape Design	\$15,000
• Utility and Drainage System Improvements	\$ 5,000
• New Asphalt Paving	\$75,000
• New/Replacement Sidewalks	\$17,500
• Landscape/Irrigation Improvements	\$40,000
• Street Lighting (With Fixture Costs)	\$59,688
• Clean-up	\$ 3,750
• GC Fee, Insurance and Bond	<u>\$31,662</u>
Total	\$247,600

EXHIBIT "E"



Engineering ♦ Planning ♦ Surveying ♦ Environmental
 2035 VISTA PARKWAY, SUITE 100, WEST PALM BEACH, FL 33411
 (866) 909-2220 phone (561) 687-1110 fax
 CERTIFICATE OF AUTHORIZATION No. LB 7055
 JACKSONVILLE - ORLANDO - TALLAHASSEE - TAMPA
 www.wantmangroup.com

ALL ABOARD FLORIDA
 N.W. 1st STREET

DESCRIPTION & SKETCH
 PREPARED FOR:
 STATE OF FLORIDA

LEGAL DESCRIPTION:

A PARCEL OF LAND LYING WITHIN BLOCK 10, TOWN OF FORT LAUDERDALE, AS RECORDED IN PLAT BOOK B, PAGE 40, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 1, BLOCK 10;
 THENCE SOUTH 02°08'22" EAST, ALONG THE WEST LINE OF BLOCK 10, A DISTANCE OF 262.29 FEET TO THE POINT OF BEGINNING;
 THENCE NORTH 87°57'13" EAST, A DISTANCE OF 152.15 FEET;
 THENCE SOUTH 02°06'44" EAST, A DISTANCE OF 37.97 FEET;
 THENCE NORTH 87°57'13" EAST, A DISTANCE OF 201.80 FEET, TO A POINT ON THE WEST LINE OF BLOCK 11;
 THENCE SOUTH 02°06'18" EAST, ALONG THE WEST LINE OF BLOCK 11, A DISTANCE OF 12.00 FEET;
 THENCE SOUTH 87°57'13" WEST, A DISTANCE OF 353.93 FEET, TO A POINT ON THE WEST LINE OF BLOCK 10;
 THENCE NORTH 02°08'22" WEST, ALONG THE WEST LINE OF BLOCK 10, A DISTANCE OF 50.20 FEET, TO THE POINT OF BEGINNING

CONTAINS 10041 SQUARE FEET, 0.231 ACRES MORE OR LESS.

SAID LANDS LYING AND SITUATE IN THE CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA.

SURVEYOR'S NOTES:

1. SUBJECT TO EXISTING EASEMENTS, RIGHTS-OF-WAY, COVENANTS, RESERVATIONS AND RESTRICTIONS OF RECORD, IF ANY.

2. BEARINGS SHOWN HEREON ARE BASED ON GRID NORTH, AND ARE REFERENCED TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983, 2007 ADJUSTMENT. THE BEARING BASE FOR THIS SKETCH IS THE WEST LINE BLOCK 10, PLAT OF TOWN OF FORT LAUDERDALE, AS RECORDED IN PLAT BOOK B, PAGE 40, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, SAID EAST LINE BEARS SOUTH 02°08'22" EAST AND ALL OTHER BEARINGS ARE RELATIVE THERETO.

(NOT A SURVEY-DESCRIPTION AND SKETCH ONLY)

For The Firm
 Wantman Group, Inc.

BY: Eric Matthews DATE: 4/7/16
 ERIC MATTHEWS,
 PROFESSIONAL SURVEYOR AND MAPPER FLORIDA LICENSE NO. 6717

DATE:	REVISION:	BY:

OFFICE	DAD	DATE	03.31.16	JOB	31311389.02
CHECKED	ERM	SHEET	1 OF 2	DWG	138902_ROADWAY_E

I:\31311389.02 All Aboard Florida\Legal\Station\138902_ROADWAY_EASM_FF\ROADWAY_3-31-16_(B).dwg COVER SHEET Apr 06, 2016

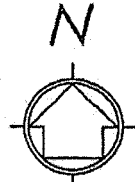
WGI

Wantman Group, Inc.

Engineering ♦ Planning ♦ Surveying ♦ Environmental
 2035 VISTA PARKWAY, SUITE 100, WEST PALM BEACH, FL 33411
 (866) 909-2220 phone (561) 687-1110 fax
 CERTIFICATE OF AUTHORIZATION No. LB 7055
 JACKSONVILLE - ORLANDO - TALLAHASSEE - TAMPA
 www.wantmangroup.com

LEGEND:

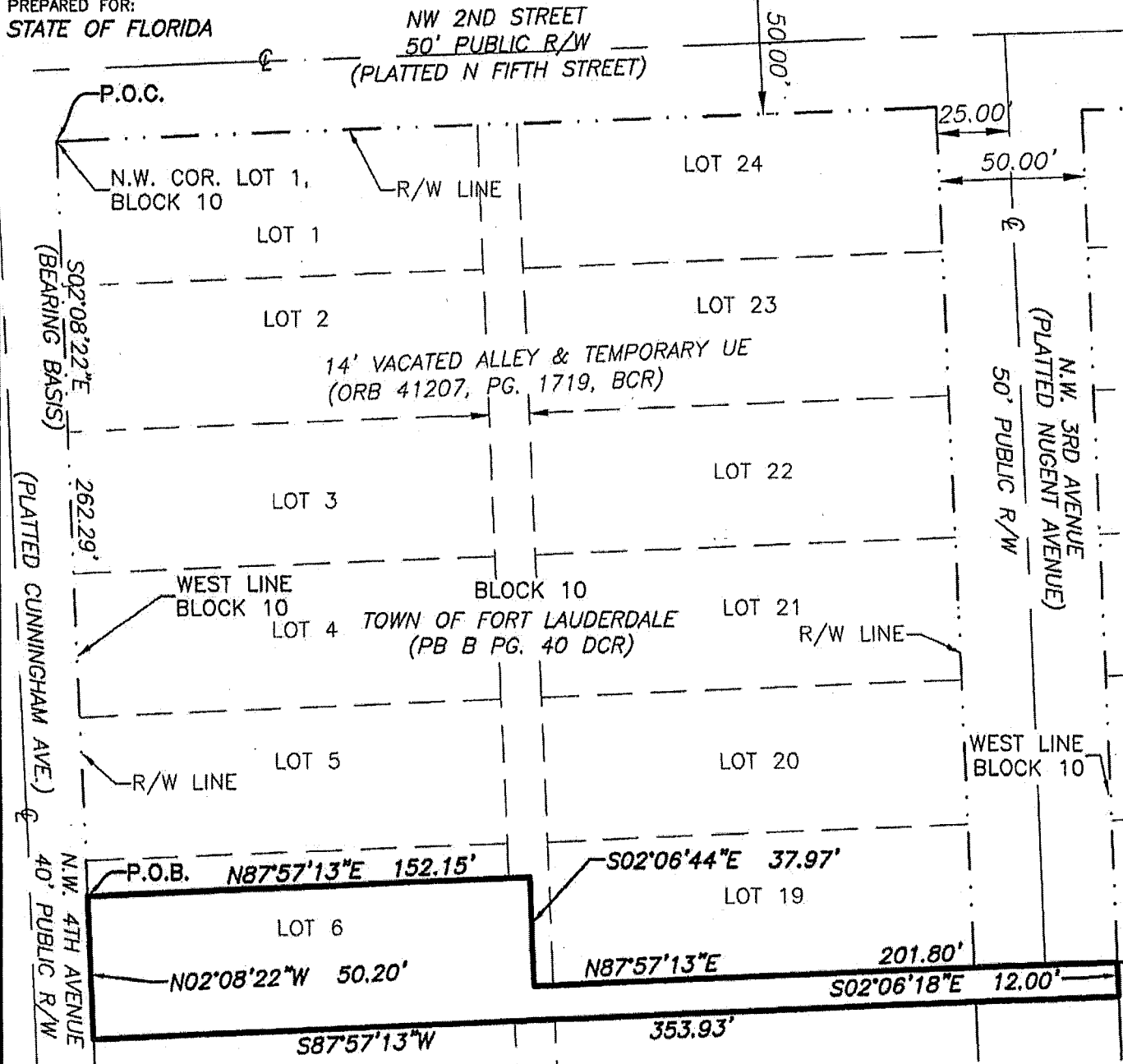
- C/L = Center line
- BCR = Broward County Records
- DCR = Dade County Records
- ORB = Official Records Book
- PB = Plat Book
- PG. = Page
- R/W = Right-of-Way
- UE = Utility Easement
- P.O.C. = Point Of Commencement
- P.O.B. = Point Of Beginning



SCALE: 1" = 50'
 (Intended Display Scale)

DESCRIPTION & SKETCH

PREPARED FOR:
 STATE OF FLORIDA



DATE: _____ REVISION: _____ BY: _____

OFFICE	DAD	DATE	03.31.16	JOB	31311389.02
CHECKED	ERM	SHEET	2 OF 2	DWG	138902_ROADWAY_EAS.M

Station\pww\Leqois\138902_ROADWAY_EAS.M_FL_ROADWAY_3-31-16_(2).dwg SKETCH SURVEY Apr 06, 2016

WGI

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 www.wantmangroup.com

ALL ABOARD FLORIDA
 N.W. 1st STREET

DESCRIPTION & SKETCH
 PREPARED FOR:
 FLL PROPERTY VENTURES, LLC

LEGAL DESCRIPTION:

A PARCEL OF LAND LYING WITHIN BLOCK 10, TOWN OF FORT LAUDERDALE, AS RECORDED IN PLAT BOOK B, PAGE 40, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 1 BLOCK 10;
 THENCE SOUTH 02°08'22" EAST, ALONG THE WEST LINE OF BLOCK 10, A DISTANCE OF 262.29 FEET;
 THENCE NORTH 87°57'13" EAST, A DISTANCE OF 152.15 FEET TO THE POINT OF BEGINNING;
 THENCE NORTH 87°57'13" EAST, A DISTANCE OF 151.81 FEET TO A POINT ON THE EAST LINE OF BLOCK 10;
 THENCE SOUTH 02°06'18" EAST, ALONG THE EAST LINE OF BLOCK 10, A DISTANCE OF 37.97 FEET TO THE SOUTHEAST CORNER OF LOT 19;
 THENCE SOUTH 87°57'13" WEST, ALONG THE SOUTH LINE OF LOT 19, A DISTANCE OF 151.80 FEET;
 THENCE NORTH 02°06'44" WEST, A DISTANCE OF 37.97 FEET, TO THE POINT OF BEGINNING.

CONTAINS 5769 SQUARE FEET, 0.132 ACRES MORE OR LESS.

SAID LANDS LYING AND SITUATE IN THE CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA.

SURVEYOR'S NOTES:

1. SUBJECT TO EXISTING EASEMENTS, RIGHTS-OF-WAY, COVENANTS, RESERVATIONS AND RESTRICTIONS OF RECORD, IF ANY.

2. BEARINGS SHOWN HEREON ARE BASED ON GRID NORTH, AND ARE REFERENCED TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983, 2007 ADJUSTMENT. THE BEARING BASE FOR THIS SKETCH IS THE WEST LINE OF BLOCK 10, PLAT OF TOWN OF FORT LAUDERDALE, AS RECORDED IN PLAT BOOK B, PAGE 40, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, SAID EAST LINE BEARS S 02°08'22" E AND ALL OTHER BEARINGS ARE RELATIVE THERETO.

(NOT A SURVEY-DESCRIPTION AND SKETCH ONLY)

For The Firm
 Wantman Group, Inc.

Eric Matthews

ERIC MATTHEWS,
 PROFESSIONAL SURVEYOR AND MAPPER FLORIDA LICENSE NO. 6717

DATE: REVISION: BY: BY: DATE: 4/2/16

				OFFICE	DAD	DATE	03.31.16	JOB	31311389.02
				CHECKED	ERM	SHEET	1 OF 2	DWG	138902_ROADWAY_EA

31311389.02 All Aboard Florida Ft Lauderdale Station \dwg\Legals\138902_ROADWAY_EASM_FLL_BALANCE_3-31-16_(C).dwg COVER SHEET Apr 06, 2016

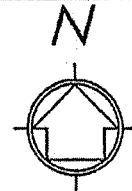
WGI

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Engineering ♦ Planning ♦ Surveying ♦ Environmental
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 www.wantmangroup.com

LEGEND:

- C/L = Center line
- BCR = Broward County Records
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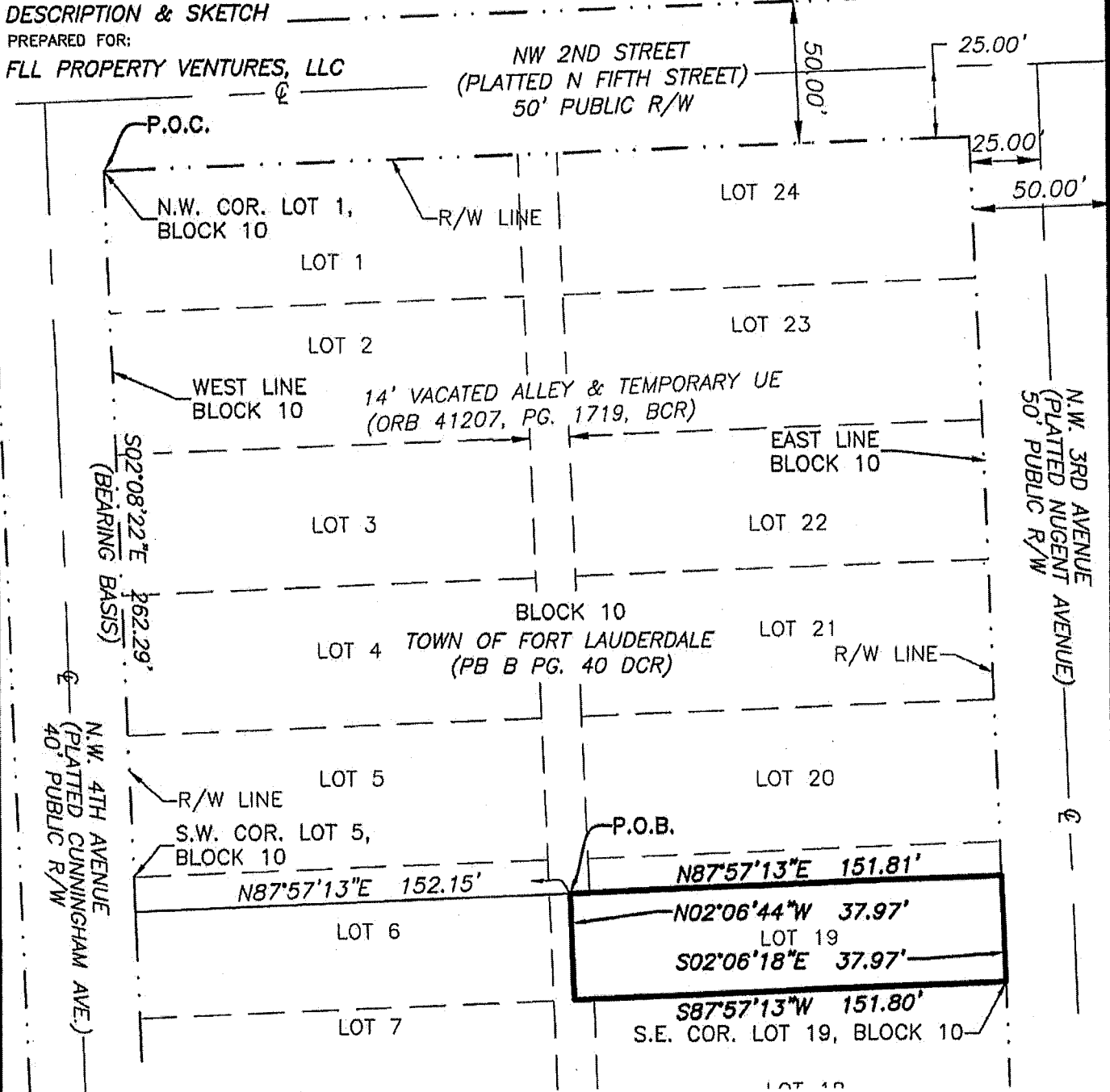


SCALE: 1" = 50'
 (Intended Display Scale)

DESCRIPTION & SKETCH

PREPARED FOR:

FLL PROPERTY VENTURES, LLC



DATE: REVISION: BY:

OFFICE	DAD	DATE	03.31.16	JOB	31311389.02
CHECKED	ERM	SHEET	2 OF 2	DWG	138902_ROADWAY_EA...

I:\31311389.02 All Aboard Florida Ft. Lauderdale Station\dwg\Legals\138902_ROADWAY_EASIS\FLL_BALANCE_3-31-16_(C).dwg SKETCH SURVEY Apr 06, 2016:

EXHIBIT "F"

UNSECURED PROMISSORY NOTE

THIS INSTRUMENT PREPARED BY:
City Attorney's Office
City of Fort Lauderdale
100 N. Andrews Avenue
Fort Lauderdale, FL 33301

\$ _____

Fort Lauderdale, Florida

_____ 20__

PROMISSORY NOTE

FOR VALUE RECEIVED, the undersigned All Aboard Florida - Operations LLC, a Delaware limited liability company (the "Maker") promises to pay to the order of the FORT LAUDERDALE COMMUNITY REDEVELOPMENT AGENCY, a Community Redevelopment Agency created pursuant to Chapter 163, Part III, Florida Statutes (the "Agency") or its successors in interest, the principal amount of _____ (\$ _____) (the "Principal Amount").

- I. **TERM:** The term of this note is five (5) years from Project Completion Date as contemplated in the Development Agreement for Streetscape Enhancement Program between Maker and Agency dated _____, 20__ (the "Agreement") such Agreement being on file with the City Clerk of the City of Fort Lauderdale, Florida, 100 North Andrews Avenue, Fort Lauderdale, Florida.
- II. **PAYMENT:** Payment on the principal amount of this Note shall not be required so long as an Event of Default has not occurred under the Agreement. This Note shall terminate at the end of the five year term provided an Event of Default has not been declared under the Agreement. If an Event of Default is declared prior to the end of the five year period, Maker shall be required to pay the Agency an amount equal to Principal Amount times a percentage with the numerator being the numbers of days that have passed since the date of the Note and the denominator being 1,825 days.

Any payments if required on this Note shall be made in lawful money of the United States paid at:

Fort Lauderdale Community Redevelopment Agency
100 North Andrews Avenue
Fort Lauderdale, FL 33301

or such other place as shall be designated by the holder of this Note in writing.

III. SECURITY: This Note is unsecured.

IV. WAIVER: The Maker of this Note further agrees to waive demand, notice of non-payment and protest, and to the extent authorized by law, any and all exemption rights which otherwise would apply to the debt evidenced by this Note. In the event suit shall be brought for the collection hereof, or the same has to be collected upon demand of an attorney, the Maker agrees to pay all costs of such collection, including reasonable attorney's fees and court costs at the trial and appellate levels.

V. Unless defined herein, Capitalized Terms shall have the meaning ascribed in the Agreement.

Failure of the Agency to exercise any of its rights hereunder shall not constitute a waiver of the right of Agency to exercise the same.

VI. GOVERNING LAW: This note is to be construed and enforced according to the laws of the State of Florida.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, this Mortgage has been duly signed and sealed by the Mortgagor on or as of the day and year first above written.

MAKER:
All Aboard Florida - Operations LLC, a
Delaware limited liability company

WITNESSES:

(Signature)
Printed Name: _____

By: _____

SIGNED this ____ day of _____, 20__

(Signature)
Printed Name: _____

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this ____ day of _____, 20__,
by _____ of All Aboard Florida - Operations LLC, a Delaware
limited liability company. He/She is personally known to me or has produced _____ as
identification.

(SEAL)

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

Name of Notary Typed, Printed or Stamped

My Commission Expires:

Commission Number

**City of Fort Lauderdale
Job Creation Annual Report**

Agency Name: _____ Contact Person: _____

Employee Name or Employee Number	Job Title	Employee Start Date	Employment End Date <i>(if applicable)</i>	Annual Hours Worked <i>(attach payroll records or support documentation)</i>	Hourly Wage	Household Size	Annual Household Income	Income Category <i>(attach income certification documentation)</i>		Race of the Head of the Household (1) Black / (2) White / (3) Hispanic / (4) Other	Age of the Head of the Household				
								Very Low 30% or less	Low 31% - 75%		Medicine 80% - 120%	6-25	26-40	41-65	65+

Agency Staff Approver: _____
Date: : _____

City Staff Approver: _____
Date: : _____

City Staff Reviewer: _____
Date: : _____

Exhibit "G"