

SCW OSR-1 [23-0607](#) Second Reading - Quasi-Judicial Ordinance Approving a Rezoning from South Beach Marina and Hotel Area District (SBMHA) to Planned Development District (PDD) with an Associated PDD Site Plan Located at 801 Seabreeze Boulevard - Rahn Bahia Mar, LLC. - Bahia Mar - Case No. UDP-PDD22004 - (Commission District 2)

Anyone wishing to speak must be sworn in. Commission will announce any site visits, communications or expert opinions received and make them part of the record.

ADOPTED ON SECOND READING

Yea: 4 - Vice Mayor Beasley-Pittman, Commissioner Herbst, Commissioner Glassman and Mayor Trantalis

Nay: 1 - Commissioner Sturman

PUBLIC HEARINGS CONTINUED

DMS PH-4 [23-0619](#) Public Hearing - Resolution Approving a Development Agreement with Rahn Bahia Mar, LLC. for the Bahia Mar Planned Development District, Located at 801 Seabreeze Boulevard - (Commission District 2)

ADOPTED AS AMENDED

Yea: 4 - Vice Mayor Beasley-Pittman, Commissioner Herbst, Commissioner Glassman and Mayor Trantalis

Nay: 1 - Commissioner Sturman

ORDINANCE FIRST READING

SCW OFR-1 [23-0288](#) First Reading - Ordinance to Amend City of Fort Lauderdale Unified Land Development Regulations (ULDR) Section 47-27.7 to Include an Option to Designate Thematic Historic Districts and to Amend Existing Historic Preservation Criteria and Procedures - Case No. UDP-T22007 - (Commission Districts 1, 2, 3 and 4)

PASSED FIRST READING

Yea: 3 - Vice Mayor Beasley-Pittman, Commissioner Glassman and Mayor Trantalis

Nay: 2 - Commissioner Sturman and Commissioner Herbst

ADJOURNMENT



**CITY OF FORT LAUDERDALE
City Commission Agenda Memo
REGULAR MEETING**

#23-0619

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

FROM: Greg Chavarria, City Manager

DATE: June 20, 2023

TITLE: Public Hearing - Resolution Approving a Development Agreement with
Rahn Bahia Mar, LLC. for the Bahia Mar Planned Development District,
Located at 801 Seabreeze Boulevard – **(Commission District 2)**

Recommendation

Staff recommends the City Commission consider a resolution to enter into a development agreement between the City of Fort Lauderdale and Rahn Bahia Mar, LLC., for Bahia Mar Planned Development District pursuant to the City's Unified Land Development Code (ULDR), Section 47-37A, Planned Development Districts, subject to the review and approval of said agreement as to form by the City Attorney or designee in substantially the form attached.

Background

The City's Unified Land Development Code (ULDR), Section 47-37A, Planned Development Districts, more specifically Section 47-37A.13, Agreements, states that applicants seeking a PDD shall execute agreements, easements, and other documents necessary with regard to implementation of conditions imposed by the PDD consistent with the development plans and for continuing operation and maintenance of such. On June 6, 2023, the City Commission approved on first reading the Bahia Mar Planned Development District (PDD) which then requires the development agreement to be executed. A Location Map is attached as Exhibit 1.

The applicant, Rahn Bahia Mar, LLC., is requesting approval of the development agreement for the Bahia Mar Planned Development District (PDD) located at 801 Seabreeze Boulevard. Specifically, the development agreement ensures the construction of public improvements including the waterfront promenade, open park space, and pedestrian walkway along Seabreeze Boulevard as well as the hours of public access to such areas. The agreement will also include project phasing and restrictions necessary to maintain the open space in perpetuity. The development agreement for Bahia Mar PDD is consistent with the ULDR requirements and reflects the information needed. The Development Agreement is attached as Exhibit 2.

Resource Impact

There is no fiscal impact associated with this action.

Strategic Connections

This item is a *2021 Commission Priority*, advancing the Smart Growth initiative.

This item supports the *Press Play Fort Lauderdale 2024 Strategic Plan*, specifically advancing:

- Neighborhood Enhancement
- Goal 4: Build a thriving and inclusive community of neighborhoods.
- Objective: Ensure a range of affordable housing options

This item advances the *Fast Forward Fort Lauderdale 2035 Vision Plan: We Are Community*.

This item supports the *Advance Fort Lauderdale 2040 Comprehensive Plan* specifically advancing:

- The Neighborhood Enhancement Focus Area
- The Future Land Use Element
- Goal 2: The City shall encourage sustainable, smart growth which designates areas for future growth, promotes connectivity, social equity, preservation of neighborhood character and compatible uses.
- The Urban Design Element
- Goal 1: Promote high-quality and sustainable building design elements which complement the public realm.

Attachments

Exhibit 1 – Location Map

Exhibit 2 – Development Agreement

Exhibit 3 – Resolution

Prepared by: Jim Hetzel, AICP, Principal Urban Planner, Development Services Department

Department Director: Christopher Cooper, AICP, Development Services Department

RESOLUTION NO. 23-125

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT LAUDERDALE, FLORIDA, APPROVING A PLANNED DEVELOPMENT DISTRICT DEVELOPMENT, OPERATION AND MAINTENANCE AGREEMENT WITH RAHN BAHIA MAR, LLC, AUTHORIZING THE CITY MANAGER TO EXECUTE SUCH AGREEMENT TOGETHER WITH ANY SUPPLEMENTAL DOCUMENTS IN CONNECTION THEREWITH, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Rahn Bahia Mar, LLC ("Owner"), holds all right, title and interest in the parcel legally described in the Planned Development District Development, Operation, and Maintenance Agreement ("Development Agreement") between Owner and the City of Fort Lauderdale ("City") attached as revised Exhibit 2 to Commission Agenda Memorandum No. 23-0619; and

WHEREAS, on June 20, 2023, the City Commission adopted Ordinance No. C-23-24 rezoning the parcel to Planned Development District ("PDD") and approving a development plan for the project known as "Bahia Mar" to develop a mixed-use development to be located at 801 Seabreeze Boulevard, Fort Lauderdale, Florida; and

WHEREAS, Section 47-37A.13 of the City of Fort Lauderdale, Florida Unified Land Development Regulations (ULDR) requires a development agreement to be executed by the City and the property owner;

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

SECTION 1. That the recitals set forth above are true and correct and are incorporated in this Resolution.

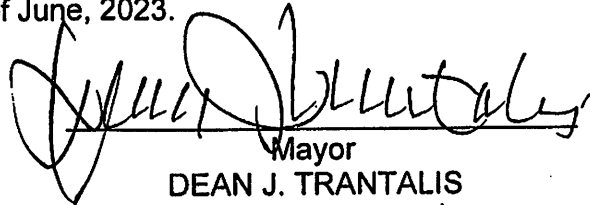
SECTION 2. That the City Commission of the City of Fort Lauderdale hereby approves the Development Agreement in substantially the form attached as revised Exhibit 2 to Commission Agenda Memorandum No. 23-0619, and delegates authority to the City Manager to execute such agreement together with any and all ancillary or subsequent documents necessary and incidental to the administration of the development agreement.

SECTION 3. That the City Manager is delegated authority to make such amendments to the Development Agreement as are necessary to conform the provisions of the agreement with amendments to the site plan approved in accordance with Section 47-24.2.A.5 of the ULDR.


SECTION 4. That the office of the City Attorney shall review and approve as to form all documents prior to their execution by the City Manager.

SECTION 5. That this Resolution shall be in full force and effect upon final passage.

ADOPTED this 20th day of June, 2023.


Mayor
DEAN J. TRANTALIS

ATTEST:




City Clerk
DAVID R. SOLOMAN

Dean J. Trantalis Yea

John C. Herbst Yea

APPROVED AS TO FORM
AND CORRECTNESS:

Steven Glassman Yea



Interim City Attorney
D'WAYNE M. SPENCE

Pamela Beasley-Pittman Yea

Warren Sturman Yea

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("Agreement") is made and entered into this ____ day of _____, 2023, by and between RAHN BAHIA MAR L.L.C., a Delaware limited liability company, whose principal address is 1175 NE 125th Street, Suite 102, North Miami, FL 33161 ("Developer") and the City of Fort Lauderdale a municipal corporation, whose principal address is _____("City").

R E C I T A L S

WHEREAS, Pursuant to that certain lease approved by the City on April 5, 2022 pursuant to City Resolution No. 22-73 and dated April 13, 2022, as may be amended from time to time ("Lease"), Developer is the Lessee of the Property generally located at 801 Seabreeze Boulevard in the City of Fort Lauderdale, as more particularly described in **Exhibit "A"** attached hereto (the "Property"); and

WHEREAS, on June 20, 2023, Developer received approval for a Site Plan and Planned Development District (City Case # UDP-PDD22004) ("PDD") rezoning of the Property pursuant to City Ordinance No. C-23-24 ("Project"); and

WHEREAS, the Project includes 350 residential units, 60 hotel residences 256 hotel rooms, approximately 88,000 square feet of commercial uses, a marina, and various ancillary facilities all located in buildings at various heights with the highest tower at 300' tall.

WHEREAS, as a condition of approval for the Project and pursuant to the City of Fort Lauderdale, Florida Unified Land Development Regulation ("ULDR") Section 47-37A.13, Developer is required to enter into a development agreement with regards to the implementation of any conditions imposed under the PDD approval; and

NOW, THEREFORE, Owner hereby declares the following:

1. Recitals. The recitals set forth above are true and correct and are incorporated herein by reference.
2. Development Uses Permitted on the Land. City Ordinance No. C-23-24, adopted on June 20, 2023, approved the Project subject to certain conditions imposed by the City Commission. The Project is consistent with the City of Fort Lauderdale Comprehensive Plan and Unified Land Development Regulations.
3. Developer Obligations. Developer agrees to the following obligation:
 - (a) Conditions of Approval. Developer agrees to comply with all conditions imposed by the City Commission as part of the PDD approval which

conditions are attached hereto as **Exhibit "B"**, as same may be amended from time to time.

(b) Phasing Project. Developer shall construct the Project in five (5) phases consistent with the Phasing Plan depicted in the PDD site plan, Sheet L-106. In the event the Developer seeks an amendment to the Phasing Plan, then such amendment shall be processed consistent with ULDR, Section 47-37A.15.

(c) Public Improvements. Developer shall construct and maintain the public improvements as described in the PDD approval in accordance with the following:

(1) The marina promenade, beachwalk (sidewalk along Seabreeze Boulevard), and the park open space shall be constructed and completed during Phase 2 as depicted in the PDD site plan, Sheet L-106.

(2) The public improvements shall be located as depicted on the site plan and constructed consistent with the detailed drawings in the site plan set as to materials and amenities such as benches, trash receptacles, lighting, and wayfinding signage subject to minor alterations as approved by City staff.

(3) Public access wayfinding signage including hours of access shall be provided at entrance areas and/or pedestrian connections to the public sidewalk.

(d) Parking and Valet Operations

1. The Developer shall execute a parking reduction order reflecting the reduced parking for the project. The parking reduction order shall be executed and recorded prior to the submittal of the first building permit for Phase 2. Developer shall provide a copy of the recorded parking reduction order to the City's Development Services Department at time submittal of the first building permit for Phase 2.

2. A valet parking agreement shall be executed and recorded prior to the submittal of the first building permit for Phase 2. Developer shall provide a copy of the recorded valet parking agreement to the City's Development Services Department at time submittal of the first building permit for Phase 2.

4. City Obligations.

- a) The City agrees to cooperate with the Developer in securing all permits and approvals necessary to complete the Project pursuant to this Agreement.
- b) The City agrees to provide impact fee credits to the Developer for any buildings demolished on the Property, which shall reduce any impact fees payable on any new buildings approved for construction on the Property.
- c) The City agrees that throughout the term of this Agreement, the site plan approval for the Project shall not expire and shall remain an active site plan.

5. Entire Agreement. This Agreement, together with all exhibits attached hereto, constitutes the entire agreement of the Developer and the City of Fort Lauderdale. Any oral representations, inducements or agreements between the Developer and the City which are not specifically incorporated in this Agreement are not binding upon the Developer or the City of Fort Lauderdale.

6. Effective Date. This Agreement shall be effective upon recordation in the Public Records of Broward County, Florida. Developer shall record this Agreement at its sole expense.

7. Venue. Venue of any litigation arising out of this Agreement will be in Broward County, Florida.

8. Severability. If any term or provision of this Agreement or the application of it to any person or circumstances is to any extent invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to person or circumstances, other than those as to which it is invalid or enforceable, will not be affected thereby, and each term and provision of this Agreement will be valid and is intended to be enforced to the fullest extent permitted by law.

9. Successors and Assigns. This Agreement will inure to the benefit of and be binding upon the Developer, its heirs, personal representatives, successors and assigns, and upon any person acquiring the Property or any portion thereof (or the leasehold interest in the Property or any portion thereof), or any interest therein whether by operation of law or otherwise. The new owner(s) of the Property or any portion thereof (or the leasehold interest in the Property or any portion thereof) (including, without limitation, any owner who acquires its interest by foreclosure, trustee's sale or

otherwise), will be liable for all obligations arising under this Agreement with respect to such property after the date of sale and conveyance of title.

10. Modification or Termination. Except as otherwise provided herein, this Agreement shall not be modified, amended, discharged or terminated, except by an instrument in writing signed by Developer and the City of Fort Lauderdale, or their respective successors or assigns, and recorded in the Public Records of Broward County, Florida.

11. Compliance with Governing Laws. The parties shall comply with all applicable laws, ordinances, and codes of the United States of America, the State of Florida and all local governments having jurisdiction, in carrying out the rights and responsibilities provided in this Agreement. If state or federal laws are enacted after the execution of this Agreement which are applicable to and preclude the parties' compliance with the terms of this Agreement, this Agreement shall be modified or revoked as is necessary to comply with the relevant state or federal laws. The failure of this Agreement to address a particular permit, condition, term, or restriction shall not relieve the Developer of the necessity of complying with the law governing said permitting requirements, conditions, term, or restriction.

12. Third Party Beneficiary Rights. This Agreement is not intended to create, nor to be interpreted or construed in any way to create any third-party beneficiary rights in any person not a party hereto unless otherwise expressly provided herein.

13. Duration of the Development Agreement. The duration of this Agreement shall be 11 years but may be extended by mutual consent of the City Commission and the Developer.

14. Tolling and extension of Provisions of Development Agreement. The declaration of a state of emergency issued by the Governor of the State of Florida for a natural emergency that effects the jurisdiction of the City of Fort Lauderdale tolls the period remaining to exercise the rights under this agreement for the duration of the emergency declaration and further extends the period remaining to exercise the rights under this agreement for six (6) months in addition to the tolled period if the Developer provides notice consistent with the requirement of Section 252.363, Florida Statutes.

This Agreement is executed as of the date first above written.

[Signatures begin on the following page]

WITNESSES:

Print Name:_____

Print Name:_____

AS TO DEVELOPER:

**RAHN BAHIA MAR L.L.C., a
Delaware limited liability
company**

By:_____
Name, Title:

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization this ___ day of _____, 2023 by _____, as _____ of RAHN BAHIA MAR L.L.C., a Delaware limited liability company. He is personally known to me or has produced _____ as identification.

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

Name of Notary Typed,
Printed or Stamped

My Commission Expires:

Commission Number

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

AS TO CITY:

WITNESSES:

[Signature]
Scott Wyman
[Witness type or print name]

[Signature]
Donna Larico
[Witness type or print name]

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

By: [Signature]
Dean J. Trantalis, Mayor

By: [Signature]
Greg Chavarria, City Manager



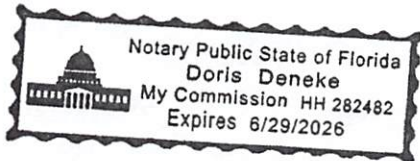
ATTEST:
[Signature]
David R. Soloman, City Clerk

APPROVED AS TO FORM AND CORRECTNESS:

By: [Signature]
D'Wayne M. Spence
Interim City Attorney

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by physical presence or [] online notarization this 24 day of July, 2023, by DEAN J. TRANTALIS, Mayor of the City of Fort Lauderdale, Florida.



[Signature]
Signature of Notary Public – State of Florida

Doris Deneke
Print, Type of Stamp Commissioned Name of Notary Public

Personally Known OR Produced Identification
Type of Identification Produced: _____

Exhibit "A"

Legal Description of the Property

All that part of Bahia Mar, according to the plat thereof, recorded in Plat Book 35, Page 39 of the public records of Broward County, Florida, lying west of the right-of-way line of Seabreeze Boulevard, excepting therefrom Parcel 1; also excepting therefrom the North 80 feet of Parcel 34.

Exhibit "B"

PDD Conditions of Approval

[see attached conditions of approval]

EXHIBIT B
CONDITIONS OF APPROVAL
Case No. UDP-PDD22004

1. Prior to Final DRC, the applicant shall provide a copy of the Preliminary School Capacity Determination Letter (SCAD) for school capacity.
2. Applicant shall continue to work with FDOT and the City for possible bike lanes on A1A.
3. Prior to submittal of the building permit for the first residential tower, applicant shall provide the Final School Capacity Availability Determination (SCAD) letter that confirms that school capacity is available, or if capacity is not available, that mitigation requirements have been satisfied.
4. Pursuant to ULDR Section 47-38A, Park Impact Fees, the applicant will be required to pay Park Impact Fee for the proposed residential units and hotel rooms prior to issuance of building permit for such use.

The following conditions apply to Phase 1A, "Marina Village".

5. Prior to issuance of any Final Certificate of Occupancy, applicant will coordinate with the City regarding legal conveyance of property for all proposed public utilities.

The following conditions apply to Phase 2 through 5.

6. In accordance with the Water and Wastewater Capacity Availability letter issued by the City Public Works Department dated February 8, 2023, the existing water and sewer distribution systems require improvements to accommodate the proposed development. Prior to any Certificate of Occupancy, all necessary improvements shall be constructed, certified and in operation per ULDR section 47-25.2.
7. Prior to any Final Certificate of Occupancy, applicant shall dedicate right-of-way as public deed or easement along the west side of Seabreeze Boulevard varying in width as required by Broward County Trafficways Plan and approved by the Florida Department of Transportation.
8. Prior to building permit issuance, the proposed development shall be designed to provide adequate water and sanitary sewer system. The design shall include the necessary areas and easements needed for the installation and maintenance of the systems.
9. Prior to building permit issuance, applicant must provide plans, sections and details to effectively conduct safe and adequate pedestrian movement through

public pedestrian facilities along Seabreeze Blvd in compliance with ULDR Section 47-25.2.M.6.

10. Prior to building permit issuance, applicant shall provide proper drainage design and supporting documentation to demonstrate compliance with ULDR Sec. 47-25.2.L.
11. Prior to building permit issuance, applicant must provide utility plan and legal conveyance of any property necessary to serve, access and maintain the proposed public utilities serving the development.
12. Prior to building permit issuance, applicant must coordinate and define any encumbrance found within the site that would otherwise restrict the proposed development.
13. The applicant shall execute and record in the Broward County Public Records a Declaration of Restrictive Covenants restricting the following areas as a "Park" as defined in Section 47-18.44.A.1. of the Unified Land Development Regulations:
 - A. The area adjacent to the Intercoastal waterway identified as "Bahia Mar Central Park" or "Bahia Mar Central Park Space" or "Central Park" in the Ordinance approving the Rezoning, Associated Site Plan, and Phasing Plan (CAM #23-0607 and Case No. UDP-PDD22004).
 - B. The area identified as "Pedestrian Promenade" or "Marina Promenade" in the Ordinance approving the Rezoning, Associated Site Plan, and Phasing Plan (CAM #23-0607 and Case No. UDP-PDD22004).

The Declaration of Restrictive Covenants shall state that "the Park shall be open to members of the public, subject to the conditions and limitations in the Master Lease Agreement, as amended from time to time." The applicant shall record the Declaration of Restrictive Covenants in the Broward County Public Records at its own cost and expense and provide the City Clerk with a copy of the recorded Declaration of Restrictive Covenants within 10 days after the Ordinance approving the Rezoning, Associated Site Plan, and Phasing Plan (CAM # 23-0607 and Case No. UDP-PDD22004) is adopted by the City Commission. The Declaration of Restrictive Covenants cannot be terminated without consent from the City Commission.

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("Agreement") is made and entered into this ____ day of _____, 2023, by and between RAHN BAHIA MAR L.L.C., a Delaware limited liability company, whose principal address is 1175 NE 125th Street, Suite 102, North Miami, FL 33161 ("Developer") and the City of Fort Lauderdale a municipal corporation, whose principal address is _____ ("City").

R E C I T A L S

WHEREAS, Pursuant to that certain lease approved by the City on April 5, 2022 pursuant to City Resolution No. 22-73 and dated April 13, 2022, as may be amended from time to time ("Lease"), Developer is the Lessee of the Property generally located at 801 Seabreeze Boulevard in the City of Fort Lauderdale, as more particularly described in **Exhibit "A"** attached hereto (the "Property"); and

WHEREAS, on June 20, 2023, Developer received approval for a Site Plan and Planned Development District (City Case # UDP-PDD22004) ("PDD") rezoning of the Property pursuant to City Ordinance No. C-23-24 ("Project"); and

WHEREAS, the Project includes 350 residential units, 60 hotel residences 256 hotel rooms, approximately 88,000 square feet of commercial uses, a marina, and various ancillary facilities all located in buildings at various heights with the highest tower at 300' tall.

WHEREAS, as a condition of approval for the Project and pursuant to the City of Fort Lauderdale, Florida Unified Land Development Regulation ("ULDR") Section 47-37A.13, Developer is required to enter into a development agreement with regards to the implementation of any conditions imposed under the PDD approval; and

NOW, THEREFORE, Owner hereby declares the following:

1. Recitals. The recitals set forth above are true and correct and are incorporated herein by reference.
2. Development Uses Permitted on the Land. City Ordinance No. C-23-24, adopted on June 20, 2023, approved the Project subject to certain conditions imposed by the City Commission. The Project is consistent with the City of Fort Lauderdale Comprehensive Plan and Unified Land Development Regulations.
3. Developer Obligations. Developer agrees to the following obligation:
 - (a) Conditions of Approval. Developer agrees to comply with all conditions imposed by the City Commission as part of the PDD approval which

conditions are attached hereto as **Exhibit "B"**, as same may be amended from time to time.

- (b) Phasing Project. Developer shall construct the Project in five (5) phases consistent with the Phasing Plan depicted in the PDD site plan, Sheet L-106. In the event the Developer seeks an amendment to the Phasing Plan, then such amendment shall be processed consistent with ULDR, Section 47-37A.15.
- (c) Public Improvements. Developer shall construct and maintain the public improvements as described in the PDD approval in accordance with the following:
 - (1) The marina promenade, beachwalk (sidewalk along Seabreeze Boulevard), and the park open space shall be constructed and completed during Phase 2 as depicted in the PDD site plan, Sheet L-106.
 - (2) The public improvements shall be located as depicted on the site plan and constructed consistent with the detailed drawings in the site plan set as to materials and amenities such as benches, trash receptacles, lighting, and wayfinding signage subject to minor alterations as approved by City staff.
 - (3) Public access wayfinding signage including hours of access shall be provided at entrance areas and/or pedestrian connections to the public sidewalk.
- (d) Parking and Valet Operations
 - 1. The Developer shall execute a parking reduction order reflecting the reduced parking for the project. The parking reduction order shall be executed and recorded prior to the submittal of the first building permit for Phase 2. Developer shall provide a copy of the recorded parking reduction order to the City's Development Services Department at time submittal of the first building permit for Phase 2.
 - 2. A valet parking agreement shall be executed and recorded prior to the submittal of the first building permit for Phase 2. Developer shall provide a copy of the recorded valet parking agreement to the City's Development Services Department at time submittal of the first building permit for Phase 2.

4. City Obligations.

- a) The City agrees to cooperate with the Developer in securing all permits and approvals necessary to complete the Project pursuant to this Agreement.
- b) The City agrees to provide impact fee credits to the Developer for any buildings demolished on the Property, which shall reduce any impact fees payable on any new buildings approved for construction on the Property.
- c) The City agrees that throughout the term of this Agreement, the site plan approval for the Project shall not expire and shall remain an active site plan.

5. Entire Agreement. This Agreement, together with all exhibits attached hereto, constitutes the entire agreement of the Developer and the City of Fort Lauderdale. Any oral representations, inducements or agreements between the Developer and the City which are not specifically incorporated in this Agreement are not binding upon the Developer or the City of Fort Lauderdale.

6. Effective Date. This Agreement shall be effective upon recordation in the Public Records of Broward County, Florida. Developer shall record this Agreement at its sole expense.

7. Venue. Venue of any litigation arising out of this Agreement will be in Broward County, Florida.

8. Severability. If any term or provision of this Agreement or the application of it to any person or circumstances is to any extent invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to person or circumstances, other than those as to which it is invalid or enforceable, will not be affected thereby, and each term and provision of this Agreement will be valid and is intended to be enforced to the fullest extent permitted by law.

9. Successors and Assigns. This Agreement will inure to the benefit of and be binding upon the Developer, its heirs, personal representatives, successors and assigns, and upon any person acquiring the Property or any portion thereof (or the leasehold interest in the Property or any portion thereof), or any interest therein whether by operation of law or otherwise. The new owner(s) of the Property or any portion thereof (or the leasehold interest in the Property or any portion thereof) (including, without limitation, any owner who acquires its interest by foreclosure, trustee's sale or

otherwise), will be liable for all obligations arising under this Agreement with respect to such property after the date of sale and conveyance of title.

10. Modification or Termination. Except as otherwise provided herein, this Agreement shall not be modified, amended, discharged or terminated, except by an instrument in writing signed by Developer and the City of Fort Lauderdale, or their respective successors or assigns, and recorded in the Public Records of Broward County, Florida.

11. Compliance with Governing Laws. The parties shall comply with all applicable laws, ordinances, and codes of the United States of America, the State of Florida and all local governments having jurisdiction, in carrying out the rights and responsibilities provided in this Agreement. If state or federal laws are enacted after the execution of this Agreement which are applicable to and preclude the parties' compliance with the terms of this Agreement, this Agreement shall be modified or revoked as is necessary to comply with the relevant state or federal laws. The failure of this Agreement to address a particular permit, condition, term, or restriction shall not relieve the Developer of the necessity of complying with the law governing said permitting requirements, conditions, term, or restriction.

12. Third Party Beneficiary Rights. This Agreement is not intended to create, nor to be interpreted or construed in any way to create any third-party beneficiary rights in any person not a party hereto unless otherwise expressly provided herein.

13. Duration of the Development Agreement. The duration of this Agreement shall be 11 years but may be extended by mutual consent of the City Commission and the Developer.

14. Tolling and extension of Provisions of Development Agreement. The declaration of a state of emergency issued by the Governor of the State of Florida for a natural emergency that effects the jurisdiction of the City of Fort Lauderdale tolls the period remaining to exercise the rights under this agreement for the duration of the emergency declaration and further extends the period remaining to exercise the rights under this agreement for six (6) months in addition to the tolled period if the Developer provides notice consistent with the requirement of Section 252.363, Florida Statutes.

This Agreement is executed as of the date first above written.

[Signatures begin on the following page]

WITNESSES:

Print Name:_____

Print Name:_____

AS TO DEVELOPER:

**RAHN BAHIA MAR L.L.C., a
Delaware limited liability
company**

By:_____
Name, Title:

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization this ___ day of _____, 2023 by _____, as _____ of RAHN BAHIA MAR L.L.C., a Delaware limited liability company. He is personally known to me or has produced _____ as identification.

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

Name of Notary Typed,
Printed or Stamped

My Commission Expires:

Commission Number

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

AS TO CITY:

WITNESSES:

[Signature]
Scott Wyman
[Witness type or print name]

[Signature]
Donna Larisco
[Witness type or print name]

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

By: [Signature]
Dean J. Trantalis, Mayor

By: [Signature]
Greg Chavarria, City Manager

ATTEST:

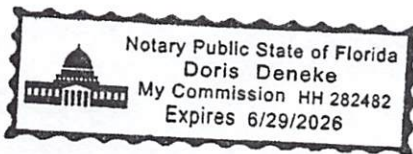
[Signature]
David R. Soloman, City Clerk

APPROVED AS TO FORM AND CORRECTNESS:

By: [Signature]
D'Wayne M. Spence
Interim City Attorney

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by physical presence or online notarization this 24 day of July, 2023, by DEAN J. TRANTALIS, Mayor of the City of Fort Lauderdale, Florida.



[Signature]
Signature of Notary Public – State of Florida

Doris Deneke
Print, Type of Stamp Commissioned Name of Notary Public

Personally Known OR Produced Identification
Type of Identification Produced: _____

Exhibit "A"

Legal Description of the Property

All that part of Bahia Mar, according to the plat thereof, recorded in Plat Book 35, Page 39 of the public records of Broward County, Florida, lying west of the right-of-way line of Seabreeze Boulevard, excepting therefrom Parcel 1; also excepting therefrom the North 80 feet of Parcel 34.

Exhibit "B"

PDD Conditions of Approval

[see attached conditions of approval]

EXHIBIT B
CONDITIONS OF APPROVAL
Case No. UDP-PDD22004

1. Prior to Final DRC, the applicant shall provide a copy of the Preliminary School Capacity Determination Letter (SCAD) for school capacity.
2. Applicant shall continue to work with FDOT and the City for possible bike lanes on A1A.
3. Prior to submittal of the building permit for the first residential tower, applicant shall provide the Final School Capacity Availability Determination (SCAD) letter that confirms that school capacity is available, or if capacity is not available, that mitigation requirements have been satisfied.
4. Pursuant to ULDR Section 47-38A, Park Impact Fees, the applicant will be required to pay Park Impact Fee for the proposed residential units and hotel rooms prior to issuance of building permit for such use.

The following conditions apply to Phase 1A, "Marina Village".

5. Prior to issuance of any Final Certificate of Occupancy, applicant will coordinate with the City regarding legal conveyance of property for all proposed public utilities.

The following conditions apply to Phase 2 through 5.

6. In accordance with the Water and Wastewater Capacity Availability letter issued by the City Public Works Department dated February 8, 2023, the existing water and sewer distribution systems require improvements to accommodate the proposed development. Prior to any Certificate of Occupancy, all necessary improvements shall be constructed, certified and in operation per ULDR section 47-25.2.
7. Prior to any Final Certificate of Occupancy, applicant shall dedicate right-of-way as public deed or easement along the west side of Seabreeze Boulevard varying in width as required by Broward County Trafficways Plan and approved by the Florida Department of Transportation.
8. Prior to building permit issuance, the proposed development shall be designed to provide adequate water and sanitary sewer system. The design shall include the necessary areas and easements needed for the installation and maintenance of the systems.
9. Prior to building permit issuance, applicant must provide plans, sections and details to effectively conduct safe and adequate pedestrian movement through

public pedestrian facilities along Seabreeze Blvd in compliance with ULDR Section 47-25.2.M.6.

10. Prior to building permit issuance, applicant shall provide proper drainage design and supporting documentation to demonstrate compliance with ULDR Sec. 47-25.2.L.
11. Prior to building permit issuance, applicant must provide utility plan and legal conveyance of any property necessary to serve, access and maintain the proposed public utilities serving the development.
12. Prior to building permit issuance, applicant must coordinate and define any encumbrance found within the site that would otherwise restrict the proposed development.
13. The applicant shall execute and record in the Broward County Public Records a Declaration of Restrictive Covenants restricting the following areas as a "Park" as defined in Section 47-18.44.A.1. of the Unified Land Development Regulations:
 - A. The area adjacent to the Intercoastal waterway identified as "Bahia Mar Central Park" or "Bahia Mar Central Park Space" or "Central Park" in the Ordinance approving the Rezoning, Associated Site Plan, and Phasing Plan (CAM #23-0607 and Case No. UDP-PDD22004).
 - B. The area identified as "Pedestrian Promenade" or "Marina Promenade" in the Ordinance approving the Rezoning, Associated Site Plan, and Phasing Plan (CAM #23-0607 and Case No. UDP-PDD22004).

The Declaration of Restrictive Covenants shall state that "the Park shall be open to members of the public, subject to the conditions and limitations in the Master Lease Agreement, as amended from time to time." The applicant shall record the Declaration of Restrictive Covenants in the Broward County Public Records at its own cost and expense and provide the City Clerk with a copy of the recorded Declaration of Restrictive Covenants within 10 days after the Ordinance approving the Rezoning, Associated Site Plan, and Phasing Plan (CAM # 23-0607 and Case No. UDP-PDD22004) is adopted by the City Commission. The Declaration of Restrictive Covenants cannot be terminated without consent from the City Commission.



COMMISSION AGENDA ITEM
DOCUMENT ROUTING FORM

2L

Today's Date: 7/6/23

DOCUMENT TITLE: Development Agreement (Between City of Fort Lauderdale and Rahn Bahia Mar L.L.C.)

COMM. MTG. DATE: 6/20/23 CAM #: 23-0619 ITEM #: PH-4 CAM attached: YES NO

Routing Origin: CAO Router Name/Ext: Jolene C./5035 Action Summary attached: YES NO

CIP FUNDED: YES NO

Capital Investment / Community Improvement Projects defined as having a life of at least 10 years and a cost of at least \$50,000 and shall mean improvements to real property (land, buildings, or fixtures) that add value and/or extend useful life, including major repairs such as roof replacement, etc. Term "Real Property" include: land, real estate, realty, or real.

1) City Attorney's Office: Documents to be signed/routed? YES NO # of originals attached: 2

Is attached Granicus document Final? YES NO Approved as to Form/Correctness: YES NO

Date to CCO: 7/19/23 D'Wayne Spence DS
Attorney's Name Initials

3) City Clerk's Office: # of originals: 2 Routed to: Donna V./Amber C./CMO Date: 07/20/23

4) City Manager's Office: CMO LOG #: Jul 45 Document received from: CCO 7/21/23

Assigned to: GREG CHAVARRIA
ANTHONY FAJARDO SUSAN GRANT
GREG CHAVARRIA as CRA Executive Director

APPROVED FOR G. CHAVARRIA'S SIGNATURE N/A FOR G. CHAVARRIA TO SIGN

PER ACM: PER ACM: A. Fajardo _____ (Initial/Date)
PER ACM: S. Grant _____ (Initial/Date)

PENDING APPROVAL (See comments below)

Comments/Questions: _____

Forward 2 originals to Mayor CCO Date: 7/21/23

5) Mayor/CRA Chairman: Please sign as indicated. Forward 2 originals to CCO for attestation/City seal (as applicable) Date: _____

6) City Clerk: Scan original and forwards 2 originals to: Jolene C./CAO/x.5035

Attach ___ certified Reso # _____ YES NO Original Route form to Jolene C.