

ROLL CALL

Present 5 - Commissioner Warren Sturman, Commissioner John C. Herbst, Commissioner Steven Glassman, Vice Chair Pam Beasley-Pittman, and Chair Dean J. Trantalis

MOTIONS

M-1 [23-0613](#) Motion Approving Minutes for June 6, 2023, Community Redevelopment Agency Board Meeting - (Commission Districts 2 and 3)

APPROVED

Yea: 5 - Commissioner Sturman, Commissioner Herbst, Commissioner Glassman, Vice Chair Beasley-Pittman and Chair Trantalis

M-2 [23-0266](#) Motion Approving a \$212,520 Property and Business Improvement Program Forgivable Loan, a \$92,735 Façade Program Forgivable Loan, and a \$97,440 Streetscape Enhancement Program Forgivable Loan to 825 Progresso Drive, LLC for the Progresso Park Project Located at 825-833 Progresso Drive- (Commission District 2)

APPROVED

Yea: 5 - Commissioner Sturman, Commissioner Herbst, Commissioner Glassman, Vice Chair Beasley-Pittman and Chair Trantalis

RESOLUTIONS

R-1 [23-0635](#) Resolution Authorizing Budget Amendment - Reappropriate \$400,000 for Related FATVillage, LLC for the Gallery at FAT Village Project - (Commission District 2)

ADOPTED

Yea: 5 - Commissioner Sturman, Commissioner Herbst, Commissioner Glassman, Vice Chair Beasley-Pittman and Chair Trantalis

R-2 [23-0661](#) Resolution Approving an Increase of \$400,000 in Development Incentive Program Loan Funds to Related FATVillage, LLC for the Gallery at FAT Village Project Located at 600 Andrews Avenue - (Commission District 2)

ADOPTED

Yea: 5 - Commissioner Sturman, Commissioner Herbst, Commissioner Glassman, Vice Chair Beasley-Pittman and Chair Trantalis



**CITY OF FORT LAUDERDALE
City Commission Agenda Memo
CRA BOARD MEETING**

#23-0266

TO: CRA Chairman & Board of Commissioners
Fort Lauderdale Community Redevelopment Agency

FROM: Greg Chavarria, CRA Executive Director

DATE: July 5, 2023

TITLE: Motion Approving a \$212,520 Property and Business Improvement Program Forgivable Loan, a \$92,735 Façade Program Forgivable Loan, and a \$97,440 Streetscape Enhancement Program Forgivable Loan to 825 Progresso Drive, LLC for the Progresso Park Project Located at 825-833 Progresso Drive – **(Commission District 2)**

Recommendation

Staff recommends the Community Redevelopment Agency (CRA) Board of Commissioners approve by Motion a \$212,520 Property and Business Improvement Program Forgivable Loan, a \$92,735 Façade Program Forgivable Loan, and a \$97,440 Streetscape Enhancement Program Forgivable Loan to 825 Progresso Drive, LLC for the Progresso Park Project located at 825-833 Progresso Drive. Staff recommends approval of the Agreements attached hereto in substantially the form attached, subject to adding a cross default provision to each agreement and minor revisions.

Background

825 Progresso Drive, LLC has submitted a CRA funding application to redevelop 825-833 Progresso Drive from a former dilapidated used car lot into an indoor/outdoor venue offering yoga, fitness, art, food, market, music, and family-oriented recreation during the day hours and young professional oriented recreation during the evening hours. The project will be called "Progresso Park". A location map of the property is attached as Exhibit 1 and the Developers application for funding is attached as Exhibit 2.

The existing 10,000 square foot triangular site with 200 feet of frontage on Progresso Drive presently contains an existing 737 square foot building, asphalt, steel fencing and no landscaping. The reuse of the car lot at 825-833 Progresso Drive will contain repurposed, refurbished shipping containers or similar preconstructed buildings, along with refurbishing the existing building. The containers that are approximately 160 square foot each will be available for leasing to small business/retail establishments and will also be utilized for restrooms and storage space for a covered stage area for music venues and yoga instruction. The total leasable area will be approximately 2,500 square feet. The site will also contain covered outdoor seating, canopies, outdoor beverage/bar area, dog park, pavers, decking and landscaping. The existing building on site will be

refurbished for restaurant use and extensive streetscape will be provided where none presently exist, including sidewalks, street trees, landscaping, drainage and decorative lighting. Plans and illustrations of the project are attached as Exhibit 3.

Jay Adams is the majority owner of 825 Progresso Drive, LLC. The site is across the street from historic Progresso Plaza at 901 Progresso Drive, which is also owned by Jay Adams who recently restored the 100-year-old building and is home to Laser Wolf and Patio Bar & Pizza, that recently opened. Mr. Adams has been a corporate real estate broker/advisor for over 30 years and has kept his own buildings around downtown at near 100% leased for the past 25 years and has always managed to keep his rents affordable to local businesses. The container structures at Progresso Park are projected to rent starting at \$20 per square foot, or around \$700-\$900 each. He expects 5-12 businesses to lease here and some with a shared concept. The total project cost is estimated at \$697,980.

Mr. Adams is seeking approval of a total of \$402,695 in CRA funding for the project including \$92,735 from the Façade Program, \$212,520 from the Property and Business Improvement Program, and \$97,440 from the Streetscape Enhancement Program. Both the Façade Program and Property and Business Improvement (PBIP) Program can provide up to 75% of the improvement cost, not to exceed \$225,000 under the PBIP Program and \$125,000 under the Façade Program. The Streetscape program can provide up to 70% of the streetscape cost, not to exceed \$500,000. CRA funding for this project represents approximately 57% of the total improvement cost.

	<u>Proposed Award Amount</u>
\$ 212,520	Property and Business Improvement Program
\$ 92,735	Facade Improvement Program
\$ 97,440	Streetscape Enhancement Program

The projected ten full time and ten part-time jobs created at Progresso Park are going to be mostly local from the leasing of the small bays and outdoor services. The customer draw will be mostly patrons from the area. This is a highly visible site along Progresso Drive and while this is a small site, it is expected to have a big impact on improving this area. The plans have site plan approval from the City of Fort Lauderdale and have been submitted for permits (Exhibit 4). Mr. Adams is prepared to commence with the project with CRA funding assistance. CRA assistance will help this traditionally automotive business portion of Progresso adjacent to the FEC Railroad tracks that has always struggled, primarily due to poor streetscape conditions, blighted properties, existing uses, crime, and homelessness issues.

The project will promote small business development, offer affordable rents, help provide active uses that will serve the neighborhood and attract locals, tourists, and others to the area. It will remove blight, improve safety, and help activate the area for the community's benefit.

CRA funding will take the form of a forgivable loan secured by a first mortgage on the property. There is no other lender involvement. CRA funding will be applied to project construction cost.

This funding request was unanimously recommended for approval by the Northwest-Progresso-Flagler Village (NPF) CRA Advisory Board at their meeting of February 14, 2023 (Exhibit 5). A copy of the Property and Business Improvement Program Agreement, Façade Program Agreement, and Streetscape Enhancement Program Agreement are attached as Exhibits 6, 7 and 8.

Consistency with the NPF CRA Community Redevelopment Plan

The NPF CRA Community Redevelopment Plan is designed, in part, to stimulate private development of areas planned for commercial development. The project is consistent with the NPF CRA Community Redevelopment Plan which provides for direct physical improvements to enhance the overall environment, improve the quality of life and attract sound business and commercial development that provide employment and job opportunities.

Per the CRA plan, the CRA will establish incentive programs to address redevelopment obstacles. The CRA Plan identifies strategic objectives, goals and measurements that include targeting and attracting businesses, retail uses and industries to establish a presence in the redevelopment area. In addition, it calls for investing in development projects that create job opportunities for area residents, promote public-private partnerships, and investment in the redevelopment area.

Resource Impact

Funds for this transaction are available in the accounts listed below.

Funds available as of June 14, 2023					
ACCOUNT NUMBER	PROJECT NAME (Program)	CHARACTER/ ACCOUNT NAME	AMENDED BUDGET (Character)	AVAILABLE BALANCE (Character)	AMOUNT
20-119-1531-552-40-4203-CRA092302	Property & Business Improvement Program FY 23	Other Operating Expenses/Redevelopment Projects	\$2,182,365	\$1,121,882	\$212,520
20-119-1531-552-40-4203-CRA092301	Commercial Façade Improvement Program FY 23	Other Operating Expenses/Redevelopment Projects	\$364,619	\$139,856	\$92,735
20-347-9100-541-60-6599-P12507	NPF Streetscape Improvement Project	Capital Outlay/Construction	\$619,646	\$127,707	\$97,440
TOTAL AMOUNT ►					\$402,695

Strategic Connections

This item is a *2022 Commission Priority*, advancing the Smart Growth Initiative.

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

- The Business Development Focus Area
- Goal 5: Build an attractive and proactive business climate to attract emerging industries
- Objective: Nurture and support existing local businesses

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

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

- The Business Development Focus Area
- The Economic Development Element
- Goal 2: Enhance the economic competitiveness of Fort Lauderdale through policies and encourage retention and recruitment of businesses and industry which provide living wage employment and increased training and competitiveness in the local workforce.

Attachments

Exhibit 1 – Location Map/Concept Renderings

Exhibit 2 – Application for Funding

Exhibit 3 – Plans and Illustrations

Exhibit 4 – City Fort Lauderdale Administrative Review Approval

Exhibit 5 – February 14, 2023 NPF CRA Advisory Board Minutes

Exhibit 6 – Property and Business Improvement Program Agreement

Exhibit 7 – Facade Program Agreement

Exhibit 8 – Streetscape Enhancement Program Agreement

Prepared by: Bob Wojcik, CRA Housing and Economic Development Manager
Clarence Woods, CRA Manager

CRA Executive Director: Greg Chavarria

**FORT LAUDERDALE COMMUNITY REDEVELOPMENT AGENCY
PROPERTY AND BUSINESS INVESTMENT IMPROVEMENT PROGRAM
AGREEMENT
(\$225,000.00 or Less)
(Outside Focus Area)**

July THIS AGREEMENT is made and entered into this 19 day of _____, 2023 by and between:

**FORT LAUDERDALE COMMUNITY
REDEVELOPMENT AGENCY**, a Community
Redevelopment Agency created pursuant to Chapter
163, Part III, Florida Statutes, hereinafter referred to as
"Agency",

and

825 PROGRESSO DRIVE, LLC, a Florida Limited
Liability Company, hereinafter referred to as "Developer",

WHEREAS, pursuant to Motion on October 15, 2013, the Agency authorized the creation of the Commercial Façade Improvement Program ("Program"); and

WHEREAS, the Program was amended by the Agency on June 7, 2016, providing up to \$225,000 for eligible Project Improvement Cost (defined below); and

WHEREAS, the Developer submitted an application for Program Funding in the amount of \$212,520 for the Project Site identified on Exhibit A; and

WHEREAS, the Owner, 825 Progresso Drive, LLC., a Florida Limited Liability Company, agrees and consents to execute a first mortgage to encumber the Property to secure the obligations under this Agreement and to secure the Note as described herein; and

WHEREAS, the Developer proposes to make improvements to the Project Site to lease to businesses that provide indoor and outdoor uses such as fitness, art, food, beverage, market, music and recreation, and

WHEREAS, to encourage the development within the Area, the Agency will contribute funds to be applied to completion of the Project; and

WHEREAS, the Agency and the Developer are desirous of entering into this Agreement to effectuate the development of the Project; and

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

ARTICLE 1
RECITALS

1.1 The foregoing recitals are true and correct are hereby incorporated herein.

ARTICLE 2
DEFINITIONS

2.1 For the purposes of this Agreement the following initially capitalized terms when used in this Agreement (except as herein and otherwise expressly provided or required by the context) shall have the following meanings:

2.2 Advisory Board. The Northwest-Progresso-Flagler Heights Redevelopment Advisory Board.

2.3 Act. Part III, Chapter 163, Florida Statutes, and any amendments or revisions thereto.

2.4 Agency. The Fort Lauderdale Community Redevelopment Agency, and its successors or assigns.

2.5 Agency Funds or Funding. The lesser of Two Hundred Twelve Thousand Five hundred Twenty Dollars (\$212,520.00) or 75% of the Project Improvement Cost.

2.6 Agreement. This Agreement and any exhibits or amendments thereto.

2.7 Area or Community Redevelopment Area. The community redevelopment area, known and referred to as the Northwest-Progresso-Flagler Heights Redevelopment Area, located within the corporate limits of the City and constituting an area in which conditions of blight exist and in which the Agency may carry out community redevelopment projects pursuant to Part III, Chapter 163, Florida Statutes, as amended, as found and declared by the City Commission in this Resolution No. 95-86 adopted on June 20, 1995, as amended by Resolution No. 01-121, adopted on July 10, 2001, and established as the area of operation of the Agency by Resolution No. 95-86 and for which a community redevelopment plan for the Northwest Progresso Flagler Heights Redevelopment Area was approved by the City Commission in Resolution No. 95-170 on November 7, 1995, as amended on May 15, 2001 by Resolution No. 01-86 and as subsequently amended by Resolution No. 13-137, as amended by Resolution No. 16-52 on March 15, 2016 and as subsequently amended (the "Plan").

2.8 Authorized Representative. For Agency, the Executive Director of the Agency. For Developer, Jay Adams, Manager. The Authorized Representative shall be the person designated and appointed to act on behalf of a party as provided in this Development

Agreement. In the administration of this Agreement, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the Authorized Representative to the extent not in conflict with the terms of this Agreement.

2.9 Building Permit. The one or more permits, required by the City or any other applicable governmental authority having jurisdiction over the Project, to be issued after the Permits have been obtained, but required before commencement of any construction of the Project, including demolition of any structure located on the Project Site.

2.10 Certificate of Occupancy. Means the certificate of occupancy or certificate of completion issued by the City or other appropriate Governmental Authority for the entire Project to be properly permitted, occupied, opened for business and used as contemplated by this Agreement.

2.11 City. City of Fort Lauderdale, a Florida municipal corporation, and its successors and/or assigns, and any officers, employees and agents thereof.

2.12 Commencement Date. The date upon which the Developer issues a notice to proceed to the Contractor to commence construction of the Project, which date shall be identified by the Developer in a notice to Agency.

2.13 Completion Date. The later date on which the construction of the Project has been substantially completed in accordance with this Agreement as evidenced by a letter executed by the Agency Authorized Representative, and a final Certificate of Occupancy.

2.14 Contractor. One or more individuals or firms licensed as a general contractor by the State of Florida, bonded to the extent required by applicable law, and hired by the Developer to construct any part of or the entire Project, or both.

2.15 Construction Contract. Contract or contracts between the Developer and the Contractor for the construction of all or any part of the Project.

2.16 Construction Period. The period of time beginning on the Commencement Date and ending on the Completion Date, as provided in the Project Schedule.

2.17 Developer. 825 Progresso Drive, LLC, a Florida Limited Liability Company.

2.18 Developer's Architect. Such individuals, partnerships, firms or other persons retained by Developer as architects to prepare the plans and specifications for the Project, and any engineers, planners, designers, consultants, or others retained by the Developer or any architect retained by the Developer in connection with the preparation thereof.

2.19 Developer Interests. The Developer's interest in the Project Site and all improvements thereon, this Agreement and all related or appurtenant property and rights.

2.20 Effective Date. The date on which this Agreement is executed by both parties as dated at the beginning of this Agreement.

2.21 Executive Director. The Executive Director of the Agency as designated and appointed by the governing body of the Agency.

2.22 Exhibits. The exhibits attached hereto and made a part of this Agreement.

2.23 Florida Statutes. References to Florida Statutes herein are to Florida Statutes (2016), as same shall be amended from time to time.

2.24 Force Majeure. The following described events that for the purposes of Article 15.1 of this Agreement result in delays in any performance contemplated by and set forth in this Agreement: fire, flood, earthquake, hurricane; unavailability of labor, materials, equipment or fuel; war, declaration of hostilities, terrorist attack, revolt, civil strife, altercation or commotion, strike, labor dispute, or epidemic; archaeological excavation; lack of or failure of transportation facilities; any law, order, proclamation, regulation, or ordinance of any government or any subdivision thereof except the City, or acts of God.

2.25 Including. As used herein, the term "include," "including" and similar terms shall be construed as if followed by the words "without limitation."

2.26 Project Improvement Cost. Costs for the Project that are eligible for Agency Funds as shown on Exhibit "D" up to a maximum of 75% of the total Project Improvement Costs for the Project or \$212,520, whichever is less. The Agency shall only fund hard cost for the construction of approximately 2,500 square feet of space and site improvements at the Project Site. Planned Property and Business Improvements are Landscape and Fence Treatments, Water Feature, Planters, Irrigation, Lighting, Electric, Plumbing, HVAC, Shipping Containers (5), Bathroom Trailer, Concrete Container Pads, Pavers/Decking, Outdoor Furniture, Outdoor Fans, and Shade Canopies. Hard cost means cost for work, labor and materials required to make improvements to the Project Site to lease to businesses that provide indoor and outdoor uses such as fitness, art, food, beverage, market, music and recreation. The Developer has represented that the Project Improvement Cost is approximately \$354,200. An updated accounting of the Project Improvement Cost will be provided to the Agency in conjunction with Developer disbursement request for Agency Funds for completed work.

2.27 Loan Closing Date/ Closing Date/ Forgivable Loan Closing Date. The date the Developer and Agency close on the Agency Funding for the forgivable loan as described in Article 6.1, which date shall be no later than as provided in the Project Schedule.

2.28 Permits. Any permits, licenses, certificates or other approvals or consents of the City or any other governmental authority having jurisdiction over the Project or the Project Site required to be issued or granted before issuance of the Building Permit and commencement of construction of the Project, including, without limitation, approvals or consents relating to the site plan, zoning, land use, or environmental regulations.

2.29 Plans and Specifications. 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 prepared by the Developer's Architect.

2.30 Project. Improvements to Project Site located at 825-833 Progresso Drive Fort Lauderdale, more particularly described in Exhibit "B" which shall improve and enhance the business operations of 825 Progresso Drive, LLC. The Developer shall to make improvements to the Project Site to lease approximately 2,500 square feet to businesses that provide indoor and outdoor uses such as fitness, art, food, beverage, market, music and recreation.

2.31 Project Schedule. The schedule for the commencement and completion of construction of the Project, which is attached hereto as Exhibit "C".

2.32 Project Site or Property. The property located at 825-833 Progresso Drive, Fort Lauderdale, FL 33304, and more particularly described in Exhibit "A".

2.33 Property Owner: 825 Progresso Drive, LLC, a Florida limited liability company.

2.34 Site and Project Plans. Design plans, drawings, and other descriptions of the Project indicating the size and location of the Developer's proposed improvements to the Project Site which is attached hereto as Exhibit "B", as the same may be amended as approved by Agency subject to development review requirements under the City's Unified Land Development Regulations (ULDR) as applicable.

2.35 ULDR. The City of Fort Lauderdale Unified Land Development Regulations.

2.36 Use of Words and Phrases. Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, the singular shall include the plural as well as the singular number, and the word "person" shall include corporations and associations, including public bodies, as well as natural persons. "Herein," "hereby," "hereunder," "hereof," "hereinbefore," "hereinafter" and other equivalent words refer to this Agreement and not solely to the particular portion thereof in which any such word is used.

ARTICLE 3 FINDINGS

3.1. Findings. The Agency and the Developer do hereby find and acknowledge the following as of the Effective Date:

(a) The Developer represents that it Owns the Project Site legally described as follows:

See Exhibit "A" attached hereto

and made a part hereof,

and more generally known as:

825-833 Progresso Drive, Fort Lauderdale, FL 33304

(b) The Agency desires to encourage and assist redevelopment within the Area, and it is necessary for the Agency to financially assist projects providing such commercial use in the Area.

(c) The Developer qualifies for financial assistance under the Agency's Program as approved by the Agency.

(d) The Developer needs assistance from the Agency and that but for the commitment by the Agency to loan funds as provided herein to be used to pay costs of developing the Project, the Developer would be unable to develop the Project as contemplated by this Agreement.

(d) The Project is necessary for carrying out the community redevelopment objectives in the Area as set forth in the Plan.

(e) The public benefits accruing from the Project (i) warrant the contribution and expenditure of the Agency Funds, (ii) are for a public purpose, (iii) are in the public interest, and (iv) further the goals and objectives of the Plan.

ARTICLE 4 PROJECT SITE

4.1 The Developer represents to the Agency that the Project Site is appropriate and available for development of the Project thereon.

4.2 The Developer represents to the Agency that the Project Site does not contain any adverse environmental conditions that will prevent or adversely affect development of the Project thereon or the use of the Project as described in this Development Agreement following the Completion Date.

4.3 The Developer covenants and agrees with the Agency that it and its principal owners shall continue to operate the Project for a period of no less than five (5) years commencing on the Project Completion Date and shall not, sell, convey, or transfer its interest in the Property. During this five-year period, the Developer agrees to submit on the annual anniversary of the Effective Date of the Agreement an affidavit executed by the Developer that the Project has not sold, conveyed, or transferred its interest in the Property. The Project shall be used only for non-residential uses unless approved by the Agency. Further Developer and Property Owner agree that the building shall only be used for those permitted uses as provided in Section 47-13.10 of the ULDR and shall not be used for the following (i) "adult uses" as such term is defined in Section 47-18.2 of the ULDR; (ii)

massage parlors (other than as an ancillary use to a health club or beauty salon or beauty space; or (iii) liquor store or (iv) convenience store or convenience kiosk as provided in the ULDR, during a five (5) year term commencing on Project Completion Date and will execute at Closing a restrictive covenant to be recorded in the public records of Broward County evidencing these restrictions.

ARTICLE 5
PROJECT PLANS AND GOVERNMENTAL APPROVALS

5.1 Site and Project Plans.

(a) The Developer will submit the project plans to the City, if required by and in accordance with the Unified Land Development Regulations and will diligently continue the review process until the project plans are approved by the City. The project plans shall be in substantial compliance with graphic representations of the Project by the Developer attached as Exhibit B.

5.2 Permits. The Developer shall file on or before the time provided in the Project Schedule, the Plans and Specifications to the City for review and approval in accordance with its customary procedures for review of plans and specifications required for issuance of any of the Permits and issuance of the Building Permit. Developer shall be responsible for any fees and costs associated with the application and approval of the required Permits.

5.3 Agency Assistance.

(a) The Agency's staff assistance and cooperation with the Developer contemplated shall not affect the City's right to act on regulatory matters in its governmental capacity in accordance with all applicable laws or ordinances. Nothing in this Agreement shall be construed or deemed to contractually or otherwise obligate the City to enact any ordinance or take any other regulatory action.

(b) The permitting, licensing and other regulatory approvals by the City shall be in accordance with the established procedures and requirements of the City for projects of a similar type and nature as the Project.

ARTICLE 6
PROJECT FINANCING

6.1 Project Financing. The Developer represents that in addition to Agency funds it will fund the remainder of the Project through its own funds or through an additional project lender.

6.2 Agency Funds-Forgivable Loan.

(a) Pursuant to the Agency's Program and the calculations submitted by the Developer and in consideration of the Developer developing the Project in accordance with the terms of this Agreement, the Agency agrees to loan to the Developer for the Project

the lesser of an amount not to exceed \$212,520.00 or 75% of the total Project Improvement Cost.

6.3 Interest Rate. The interest rate on the Principal amount of the loan shall be zero percent (0%) per annum, except in any event of default as described in Paragraph 14.

6.4 Term of Repayment. Payment on the principal amount of the loan shall not be required so long as the Developer operates its current business on the Property, the Property is not sold or transferred and is maintained as the Project and not in default, for a five (5) year period following the Completion Date. Provided the conditions set forth herein are met, the loan will be forgiven five (5) years after the Project Completion Date. Repayment will become due and payable upon sale, or transfer of the Property during the five (5) year period. The maximum legal interest rate shall be applied to the principal amount due and owing commencing thirty (30) days after the date of an event of default. If no sale, transfer or other event of default occurs during the five (5) year period, the terms of this encumbrance shall be satisfied and the Developer shall be issued a Satisfaction of Mortgage executed by the Agency.

(a) Closing on Agency Funds. The Closing on Agency Funds for the forgivable loan shall occur on the date provided in the Project Schedule. As a condition to the Closing, Developer shall have entered into a Construction Contract executed by Developer and a Contractor for construction of the Project in accordance with the provisions of this Agreement. The Project Improvement Cost including the construction cost of the Project as shown in the executed Construction Contract and soft cost relating to construction consisting of permitting cost and architectural and engineering fees shall be used in the formula outlined herein to determine the amount of the loan.

The total amount of Agency Funds shall be calculated at the time of Closing. In no event will the Agency Funds exceed the lesser of \$212,520 or 75% of the total Project Improvement Cost.

(b) Additional Conditions Precedent to the Agency's Obligation to Pay the Agency Funds. The duty of the Agency to pay the Agency Funds, and Agency's other duties under the terms, covenants, and conditions of this Agreement, are expressly subject to the fulfillment to the satisfaction of, or waiver as provided herein, prior to Closing of any of the Agency Funds of the conditions precedent set forth in this subsection (d). The Developer hereby covenants and agrees to satisfy each of the following obligations on or before the Closing Date, unless waived in writing by the Agency as to each covenant to be performed by the Developer.

The Developer shall have shown:

(1) Evidence that there is sufficient funding and interest held by the Developer in the Project Site to secure the completion of the Project, including a copy of the deed or Lease showing ownership or leasehold interest in Developer and an affidavit of outstanding liens and mortgages on the Project Site.

and (2) The site plan approval by the City, if required, and the Agency;

(3) The Permits approved by the City or other appropriate governmental authority; and

(4) A Construction Contract with the Contractor for construction of the Project, a copy of which shall have been delivered to and approved by the Agency on or before the Closing Date. If the Agency is funding more than 60% of the Project Improvement Cost, then the Contractor must be selected from the Agency's approved list of Contractors. If the Developer does not use an approved Contractor, then funding is limited to 60% of the Project Improvement Cost. Further, if the Developer does not use an approved Contractor, then it must secure a minimum of two cost estimates from licensed and insured contractors and payment shall be made on a reimbursement basis only. In addition, the Contractor and scope of work must be selected and approved in accordance with the Agency's procurement policies and procedures.

(5) The Developer and Property Owner have executed a restrictive covenant in substantially the form attached as Exhibit "E" to be recorded in the public records of Broward County with the provisions of Article 4.3.

(6) The Developer execute a mortgage and UCC-1 Financing Statement (to be provided), if necessary, in substantially the form attached as Exhibit "E" securing the Agency Loan in the total amount to be provided by the Agency as provided in this Agreement and Developer executes a note payable to Agency in substantially the form attached as Exhibit "F".

(7) No action or proceeding shall be pending (whether or not on appeal) or shall have been threatened, and no statute, regulation, rule or order of any federal, state or local governmental body shall be in effect or proposed, in each case, which in the good faith judgment of either party adversely affects (or if adopted, would adversely affect) the consummation of the transactions by the Developer contemplated by this Agreement; and

(8) The Developer shall not be in default of this Agreement;

(9) Proof of all applicable insurance; and

(10) Proof of recording of a Notice of Commencement in the public records of Broward County, Florida according to Chapter 713, Florida Statutes; The Agency shall be listed on the Notice of Commencement as a party to receive Notice to Owners;

(c) It is understood and agreed that in the event that any of the conditions precedent provided in subsections (1) through (10) have not been met as provided on or

before the Closing Date, then this Agreement may be terminated by Agency and be of no further force and effect.

(d) Security. City shall secure the loan for this Agreement with a first mortgage on the Project Site. Developer and Owner does unconditionally and irrevocably hereby grant, convey, transfer, bargain and assign to Agency a continuing first priority security interest in and a lien upon all of the Owner's and Developer's, title and interest in and to the assets of Developer located, situated and wherever present in the State of Florida, whether now owned or hereafter acquired (collectively "Collateral" or "Property"):

Whether such Collateral shall be presently in existence or whether it shall be acquired or created by Developer at any time hereafter, to remain in force so long as Developer is, in any manner, obligated to Agency.

Such security interest shall give Agency a continuing lien in, on, and to all said Collateral, and the products thereof, and any replacements, additions, accessions, or substitutions thereof, after-acquired property, and the accounts or proceeds or products arising from the sale or disposition of any Collateral of Developer, including any returns thereof including, where applicable, the proceeds of insurance covering said Collateral or tort claims in connection with the Collateral or any substitutions, renewals and replacements therefore and all rights to receive any monies, payments or distributions from any person or source whatsoever in respect of the foregoing.

6.5 Closing. The Closing shall occur in the office of the Agency at which time evidence of all requirements shall be submitted and confirmed by the parties in writing. All applicable recording cost and taxes shall be paid by the Agency.

ARTICLE 7 PROJECT CONSTRUCTION

7.1 Contractor. Prior to the Closing Date, the Developer shall enter into a Construction Contract with a Contractor and provide a copy of the Construction Contract to the Agency. The Contractor shall not be an agent or contractor for or of the Agency.

7.2 Construction of Project. The Developer shall cause construction of the Project to begin on or before the Commencement Date. Developer shall diligently continue such construction to the Completion Date and shall not abandon the Project site. The Project shall be constructed in accordance with the Plans and Specifications and the Permits.

7.3 Encumbrances. While the Project is under construction, the Developer shall notify the Agency promptly of any lien or encumbrance which has been asserted, created on or attached to the realty constituting all or part of the Project Site, whether by the involuntary act of the Developer or otherwise, including mechanics liens.

7.4 Inspection. Developer shall permit reasonable inspection of the subject Property by inspectors of the City, Agency or their agents, for determining compliance with all applicable governmental regulations and for the purpose of approving reimbursement request.

ARTICLE 8
ADDITIONAL FUNDS

8.1 Administration. In the event that the Developer selects a contractor whose costs otherwise exceed the policies and guidelines on determining the maximum reasonable costs for the Project or for contract items or additional work which are at the sole cost of the Developer, Developer shall provide evidence at the time of Closing that sufficient funds are available to complete the Project.

ARTICLE 9
DISBURSEMENTS

9.1 Procedures for Invoicing and Payment. During the development of the Project, Agency shall make disbursements for eligible expenses associated with the Project as follows:

9.2 Draw Requests. Advances hereunder shall be made no more frequently than once a month upon compliance with the conditions of this Agreement and the following conditions in form and substance satisfactory to Agency, in its sole but reasonable discretion:

(a) No Default: The warranties and representations contained in this Agreement are correct and true, all the covenants, terms and conditions of this Agreement remain satisfied, all conditions contained in Article 6, Section 6.4 have been satisfied, and no unmatured event of default or event of default has occurred as of the date of the advance.

(b) Request and Evidence of Construction and Payment: Ten (10) business days prior to each advance, Developer shall supply Agency with a written request for (in form acceptable to Agency) executed by Developer for an advance, which request shall set forth the amount sought, shall constitute a covenant and affirmation of Developer that the warranties and representations in this Agreement are correct and true, that all the covenants, terms and conditions of this Agreement are being complied with, and that no unmatured event of default or event of default has occurred as of the date of the advance. The form for advances of the Agency Funds must be executed by General Contractor and all requests for Agency Funds must be accompanied by such other evidence as may from time to time be reasonably requested by Agency, including, but not limited to, applications, certificates and affidavits of Agency, general contractor, and title company, if any, showing:

(1) The percentage of completion of the improvements and the value of that portion of the improvements completed at that time.

(2) To the extent required under applicable Florida law, waiver of liens one month in arrears from all subcontractors and materialmen indicating the dollar amount received from previous draw. Waiver of liens from general contractor for the total amount of the previous draw and indicating that all outstanding claims for labor, materials and fixtures through the date of the last advance have been paid and liens therefor waived in writing, except for non-paid claims approved by Agency.

(3) That Developer has complied with all of their respective obligations under the Agency documents as of the date of the request for an advance.

(4) To the extent required by Agency, copies of all bills or statements for expenses for which the advance is required.

(5) That all change orders and extras required to be approved have been approved in writing by Agency.

(6) That the amount of undisbursed Agency Funds is sufficient to pay the cost of completing the improvements in accordance with the Plans, as same may have been amended or evidence that Developer has sufficient funds to cover the cost overruns.

(7) That each requisition of funds is to be used for the specific account for which the requisition is made.

(8) That funds requested to be disbursed are not for any other purpose or in any other amount than as described and allocated on the Project budget.

(9) Any change orders, cost overruns or other associated construction costs that are not covered by the balance of the loan, must first be funded by the Developer prior to the Agency funding the next draw.

The request for an advance shall contain claims for labor and materials to the date of the last inspection by the Agency and not for labor and materials rendered thereafter. One (1) time each month, the Agency may inspect the Property to determine the percentage of completion for purposes of the next request for an advance.

9.3 Disbursements. Disbursements by Agency shall be made to Developer, or at the election of the Agency in its sole discretion directly to the general contractor or vendor providing the labor or material, or at Agency's option, through title company, if any, and Developer shall comply with all disbursing requirements of Agency and title company.

9.4 Developer's Contribution. Developer shall be obligated to fund the balance of the Project costs in excess of the Agency Funds and any cost overruns. Developer shall provide evidence that it has made disbursements totaling \$141,680.00 for approved Project costs before Agency will make any disbursement under this Agreement.

Alternatively, Agency, in its sole discretion, shall have the option to fund approved Project Costs pari passu with Developer's funds.

9.5 Final Advance. Within ten (10) days of the completion of the improvements being funded with Agency Funds, in addition to satisfying all of the conditions and supplying all of the documents required under this Agreement, Developer shall supply Agency with the following documents prior to payment of the final advance and, in form and substance reasonably acceptable to Agency:

(1) Certificates from Developer's architect, engineer, contractor, certifying that the improvements (including any off-site improvements) have been completed in accordance with, and as completed comply with, the Plans and all laws and governmental requirements; and Agency shall have received two (2) sets of detailed "as built" Plans approved in writing by Developer, Developer's architect, and each contractor;

(2) Final affidavits (in a form approved by Agency) from architect, engineer, general contractor and each contractor certifying that each of them and their subcontractors, laborers, and materialmen has been paid in full for all labor and materials for construction of the improvements; and final lien releases or waivers (in a form approved by Agency) by architect, engineer, general contractor, and all subcontractors, materialmen, and other parties who have supplied labor, materials, or services for the construction of the improvements, or who otherwise might be entitled to claim a contractual, statutory or constitutional lien against the Property;

(3) Evidence satisfactory to Agency that all laws and governmental requirements have been satisfied, including receipt by Agency of all necessary governmental licenses, certificates and permits (including certificates of occupancy) with respect to the completion, use, occupancy and operation of the improvements, together with evidence satisfactory to Agency that all such licenses, certificates, and permits are in full force and effect and have not been revoked, canceled or modified

I. Three (3) copies of a final as-built survey satisfactory to the Agency;

II. All Certificates of Occupancy for the improvements;

III. Policies of fire, lightning and extended coverage insurance, and such other types of insurance as may be reasonably required by Agency in such amounts and containing such terms as required in this Agreement or as otherwise required by Agency, endorsed to show the interests of Agency and in form and substance and written by companies satisfactory to Agency.

IV. The Agency's Authorized Representative without further approval from the governing body of the Agency shall have the discretion to waive certain requirements relating to disbursements and draw request which are considered cumbersome or excessive in its sole discretion given the size, scope and nature of the

Project.

ARTICLE 10
MAINTENANCE, REPAIR AND REPLACEMENT

10.1 Maintenance and Repairs by the Developer. The Developer shall, at its own expense and subject to reasonable construction conditions and activities, keep the Project and Project Site in good and clean order and condition and will promptly make all necessary or appropriate repairs, replacements and renewals, thereof, whether interior or exterior, structural or non-structural, ordinary or extraordinary, foreseen or unforeseen. All repairs, replacements and renewals shall be equal in quality and class to the original work. When making such repairs, replacements and renewals, the Developer shall comply, if legally required, with all laws, ordinances, codes and regulations then applicable to the Project or Project Site.

10.2 Waste. The Developer shall not permit, commit or suffer waste or impairment of the Project or the Project Site except as may be due to construction activity on the Project Site.

10.3 Project Alterations or Improvements. Before the Completion Date, the Developer may, from time to time, make such alterations and improvements, structural or otherwise, to the Project as the Developer deems desirable and in accordance with the Site and Project Plan and the Plans and Specifications; provided, however, that prior to the commencement of any such alterations or improvements of sufficient size and scope as to require a Building Permit, the Developer shall submit its plans and specifications for such alterations or improvements to the Agency for review in accordance with the appropriate provisions of this Agreement and receive approvals thereof from the Agency, City or both, as required by the Unified Land Development Regulations prior to undertaking such alterations and improvements.

10.4 Post Completion Maintenance and Repair. Notwithstanding anything else contained in this Agreement, the Developer shall, at its own expense and subject to reasonable construction conditions and activities, keep the Project and Project Site in good and clean order and condition and will promptly make all necessary or appropriate repairs, replacements and renewals, thereof, whether interior or exterior, structural or non-structural, ordinary or extraordinary, foreseen or unforeseen. All repairs, replacements and renewals shall be equal in quality and class to the original work. When making such repairs, replacements and renewals, the Developer shall comply, if legally required, with all laws, ordinances, codes and regulations then applicable to the Project or Project Site.

ARTICLE 11
INSURANCE

11.1 Insurance to be Carried by the Developer/Contractor. The Developer/Contractor shall purchase and maintain at its own expense, the following types and amounts of insurance, in forms and companies reasonably satisfactory to the Agency.

(a) During the Construction Period, the Developer, at its expense, shall keep all of the insurable buildings, property and equipment located on the Project Site insured under a Builder's Risk Insurance policy providing for "all risk property coverage" for loss or damage including the perils of fire, wind, flood, tropical storm or hurricane, theft, vandalism and malicious mischief. Such insurance shall be in a face amount not less than one hundred percent (100%) of the cost of construction of the Project, as set forth in the Construction Contract, and the insurer shall be obligated to pay one hundred percent (100%) of the cost of restoring the improvements constructed, from time to time, during the Construction Period. Each insurance policy shall include the Agency and such project lenders as request it as insured, as the interest of each may appear, and shall provide for loss to be payable to Developer or, to the extent required under the Project Financing, the project lenders.

(b) Following any Completion Date and during the term of this Agreement, the Developer or its successors, at their expense, shall keep all of the insurable buildings, structures, property and equipment on the Project Site insured under an All Risk property policy for loss or damage including the perils of fire, wind, flood, tropical storm or hurricane, theft, vandalism, and malicious mischief. Such insurance shall be in an amount of no less than the replacement value of said insurable real property, including structures, property and equipment. As provided in Article 11 for any loss or damage to the Project, to the extent that insurance proceeds are available and the necessary or contemplated repairs are feasible, the Developer shall repair any damage or destruction to the Project. Each insurance policy shall name the Agency and such project lenders as request it as additional insured and loss payee, as the interest of each may appear, and provide for the loss to be payable to the Developer or, to the extent provided, the project lenders.

(c) During the Construction Period, the Developer or Contractor shall secure and maintain or cause to be secured and maintained in full force and effect such commercial general liability insurance including coverage for operations, independent contractors, products, completed operations, broad form property damage and personal injury as will protect the Developer, the Agency, and their agents and employees from any and all claims and damages for injury to persons or death or damage to any property of the Agency, or of the public, which may arise out of or in connection with the performance of any work or operations by the Developer in, on, under, or over the Project Site during the construction of the Project, whether said work or operations shall be by the Developer, the Contractor, or by anyone directly or indirectly contracted, employed or retained by any of them. The amounts of such insurance shall not be less than limits of \$1,000,000.00 per occurrence for injury to persons or death, or for property damage or such larger amount as determined by Developer. The limit of liability for personal injury shall be no less than \$1,000,000.00 and the limit of liability for contractual liability shall be no less than \$1,000,000.00. Each policy shall name the Agency and such project lenders, as request it, as additional insured.

(d) After any Completion Date and during the term of this Agreement, the Developer shall secure and maintain, or cause to be secured and maintained, in full force

and effect, commercial general liability insurance, in an amount not less than \$500,000 per occurrence, and including coverage for premises, completed operations, independent contractors, broad form property damage and personal injury from any and all claims for damages for injury to persons or death, or for damage to any property of the Agency or the public which may arise out of the Developer's use and occupancy of the Project Site and the operation of the project on the Project Site. Developer may provide this insurance by adding the Agency and their agents and employees as an "additional insured" on any and all policies provided.

(e) During the Construction Period, the Contractor shall secure and maintain or cause to be secured and maintained in full force and effect auto liability insurance in compliance with State law.

(f) The Developer, Contractor and all subcontractors shall each secure and maintain in full force and effect Workers' Compensation insurance, if applicable, for all their respective personnel, employed at the site of the work or in any way connected with the work that is the subject of this Agreement if such insurance is required by law to be provided. The insurance required by this provision shall comply fully with the Florida Worker's Compensation law shall include statutory limits on worker's compensation, as well as Employees Liability Insurance with limits of no less than \$500,000.00 per occurrence.

(g) All insurance and lesser amounts for insurance need to be approved in writing by the City's Risk Manager based on City's insurance requirements for similarly situated developments.

11.2 Non-Cancellation Clause. All insurance policies or agreements required by Article 12.1 hereof shall provide that such policies or agreements cannot be substantially modified, canceled or terminated until after at least thirty (30) days' notice has been given to the Agency and the Developer, to the effect that such insurance policies or agreements are to be substantially modified (including the terms of such modification), canceled or terminated at a particular stated time thereafter.

11.3 Certificate of Insurance. The Developer shall provide or cause to be provided to the Agency policies or certificates of insurance or other acceptable proof of compliance with the insurance provisions of this Agreement at such times as shall be reasonably required and shall file replacement certificates thirty (30) days prior to expiration or termination of the required insurance during the term of this Agreement.

11.4 Right of Parties to Obtain Insurance. In the event the Developer at any time during the term of this Agreement refuses, neglects or fails to secure and maintain in full force and effect any or all of the insurance required by this Agreement, the Agency may procure or renew such insurance and after notice to the Developer that it must obtain such insurance within thirty (30) days of such notice, all amounts of money paid by the Agency for procurement or renewal of such insurance shall be due and payable forthwith by the

Developer to the Agency to the extent either paid the cost of any such insurance together with interest, at the statutory rate, to the date of payment thereof by the Developer. The Agency shall notify the Developer in writing of the date, purposes, and amounts of any such payments made by it pursuant to this Article.

11.5 Non-Waiver of Developer's Obligations. No acceptance or approval of any insurance policy or policies by the Agency or the Developer shall relieve or release or be construed to relieve or release any other party from any liability, duty or obligation assumed by or imposed upon it by the provisions of this Agreement.

11.6 Reasonable Deductible. Any insurance policy required by this Article may contain a reasonable deductible provision provided advance notice of said deductible provision is given by the Developer to the Agency and approval from the Agency is given in writing, which approval shall not be unreasonably withheld or delayed. In the event that the Agency fails to approve or disapprove such deductible provision pursuant to this Article 11.6, within thirty (30) days of the notice from the Developer as required by this Article 11.6, such failure shall be deemed an approval of such deductible provision by the Agency.

ARTICLE 12
REPRESENTATIONS, WARRANTIES AND COVENANTS
OF THE DEVELOPER

12.1 Representations and Warranties. The Developer represents and warrants to the Agency that each of the following statements is presently true and accurate.

(a) The Developer is a Florida limited liability company created pursuant to the laws of the State of Florida, duly organized and validly existing, and has all requisite power and authority to carry on its business as now conducted, to own or hold under lease or otherwise, its properties and to enter into and perform its obligations hereunder and under each instrument described herein to which it is or will be a party.

(b) This Agreement and each of the Exhibits have been duly authorized by all necessary action on the part of, and have been duly executed and delivered by the Developer and neither the execution and delivery thereof, nor its compliance with the terms and provisions of this Agreement at any time such action is necessary (i) requires the approval and consent of any other party, except such as have been duly obtained, certified copies thereof having been delivered to the Agency, or (ii) contravenes any existing law, judgment, governmental rule, regulation or order applicable to or binding on the Developer, or (iii) contravenes or results in any breach of, default under, or the creation of, any lien or encumbrance upon any property of the Developer under any indenture, mortgage, deed of trust, bank loan or credit agreement, or any other agreement or instrument in existence on the date of this Agreement to which the Developer is a party.

(c) This Agreement and each of the Exhibits hereto constitute legal, valid and binding obligations of the Developer, enforceable against the Developer in accordance

with the terms thereof, except as such enforceability may be limited by applicable bankruptcy, insolvency or similar laws from time to time, which affect creditors' rights generally and are subject to usual equitable principles in the event that equitable remedies are involved.

(d) There are no 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.

(e) All written information and other documentation relating to the Project and the Developer delivered by the Developer to the Agency are true and correct to the extent such information and documentation has not been superseded by this Agreement.

(f) The chief place of business and offices of the Developer are in Broward County, Florida, and the office where it keeps its records concerning the Project and all contracts, licenses and similar documents or instruments relating thereto is in Broward County, Florida.

12.2 Covenants. In addition to covenants of the Developer expressly set forth within the four corners of this Agreement, including all exhibits, attachments and addenda, the Developer covenants with the Agency that:

(a) During the term of this Agreement, the Developer shall cause to occur and continue to be in effect at the appropriate times as contemplated by this Agreement the following:

(1) all governmental permits, licenses and approvals necessary for the construction or operation by the Developer of the Project that are the responsibility of the Developer to obtain;

(2) construction of the Project;

(3) financing necessary to complete the Project;

(4) all insurance as required by Article 11 hereof;

(b) The Developer shall perform, or cause to be performed, the construction, development, and operation of the Project in accordance with the requirements of this Agreement will not violate any laws, ordinances, rules, regulations or orders applicable thereto.

(c) The Developer shall use, or cause to be used, and operate or cause to be operated, the Project in accordance with this Agreement. All other principal or accessory uses are prohibited unless expressly permitted by the Agency pursuant to Developers request. This restriction may, in the discretion of the Agency, be included in restrictive covenants running with the land, executed by Developer and recorded in the Public Records of Broward County.

(d) The Developer shall maintain and repair the Project after the Completion Date.

12.3 Jobs Report. Developer will be required to report to the Agency annually on persons employed for the Project for a period of five (5) years following Project Completion by providing a report on a form prepared by the Developer.

ARTICLE 13 REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE AGENCY

13.1 Representation and Warranties. The Agency represents and warrants to the Developer that each of the following statements is presently, and will during the term of this Agreement be, true and accurate.

(a) The Agency is a validly existing body politic and corporate authority under the laws of the State of Florida, has all requisite corporate power and authority to carry on its business as now conducted and to perform its obligations under this Agreement and each document contemplated hereunder to which it is or will be a party.

(b) This Agreement and each of the Exhibits have been duly authorized by all necessary action on the part of, and has been or will be duly executed and delivered by the Agency, and neither the execution and delivery of this Agreement nor the Agency's compliance with the terms and provisions of said Agreement (i) requires the approval and consent of any other party, except such as have been duly obtained and certified copies thereof having been delivered to the Developer, or (ii) contravenes any existing law, judgment, governmental rule, regulation or order applicable to or binding on the Agency, or (iii) contravenes or results in any breach of, default under, or the creation of any lien or encumbrance upon any part of the Agency, under any indenture, mortgage, deed of trust, bond(s), note(s), loan or credit agreement, ordinance(s), resolution(s), interlocal agreement, regulation(s), code(s), or policy(ies), or any other agreement or instrument to which the Agency is a party.

(c) This Agreement and each of the Exhibits hereto, will constitute a legal, valid and binding obligation of the Agency enforceable against the Agency in accordance with the terms thereof.

(d) There are no pending or, to the knowledge of the Agency, threatened actions or proceedings before any court or administrative agency to which the Agency is a party questioning the validity of this Agreement or any document or action contemplated hereunder, 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 Agency.

(e) No further action, notice, public hearing, or other prerequisite or condition is required to be initiated, commenced, undertaken, completed, or waived prior to the approval and execution by the Agency of this Agreement.

ARTICLE 14 DEFAULT; TERMINATION

14.1 Default by the Developer.

(a) There shall be an "event of default" by the Developer under this Agreement upon the occurrence of any one or more of the following:

(1) The Developer shall fail to perform or comply with any provision of this Agreement and such failure materially and adversely affects the successful and timely development and completion of the Project or materially and adversely affects the rights, duties or responsibilities of the Agency under this Agreement and such failure shall continue for more than sixty (60) days after the Agency shall have given the Developer written notice of such failure (hereinafter sometimes referred to as the "non-monetary default cure period"); provided, however, that if such failure can reasonably be cured within said sixty (60) days of said notice by the Agency, then the event of default under this paragraph shall be suspended if and for so long as the Developer proceeds diligently to cure such default within the said sixty (60) days and diligently continues to proceed with curing such default until so cured.

(2) Developer fails to complete the Project by the date shown in the Project Schedule, unless extended by the Agency.

(3) Owner sells or otherwise transfers the Property prior to the expiration of a five (5) year term as described in this Agreement.

(4) Developer fails to operate the leasing business for a minimum of five (5) years starting from the Project Completion Date.

(b) Upon the occurrence of an event described in Article 14.1(a) hereof, but subject to the rights of any project lender, the Agency may, at any time thereafter if such event of default has not been cured, at its election bring an action in a court of competent

jurisdiction for specific performance by the Developer, or other injunctive relief including repayment of funds contributed by Agency, to the fullest extent permitted by law, or give a written notice of termination of this Agreement to the Developer, and on the date specified in such notice, this Agreement shall terminate and all rights of the Developer hereunder shall cease and Agency shall be released from any and all obligations, unless before such date all other events of default by the Developer hereunder occurring or existing at the time shall have been cured, however, that this Agreement may not be terminated by the Agency unless and until the project lender has notified the Agency of their election not to cure said defaults. Agency must be provided the name, title and address of project lender by Developer as a condition of this obligation not to terminate.

(c) If, as to non-monetary defaults, such event of default is of such nature that it cannot be completely cured within such time period, then if Developer shall not have commenced to cure such default within such time period and shall not continue to diligently prosecute such cure to completion within such reasonable longer period of time as may be necessary, then the Agency, for events of default described in subsection (a) above, may, pursue any and all legal remedies (excluding therefrom the right to pursue consequential punitive and incidental damages and "loss of projected tax revenue"), equitable remedies of specific performance, injunctive relief or rescission to which the Agency is entitled, including terminating any disbursements of funds by the Agency hereunder. In the event of a default which has not been cured, the forgivable loan, shall be due and payable in full.

14.2 Default by the Agency; Remedies.

(a) There shall be an "event of default" by the Agency under this Agreement upon the occurrence of the following: Provided all conditions precedent have been satisfied or waived, the Agency shall fail to timely pay the amounts of the Agency Funds to the Developer set forth in this Agreement, or if any representation and warranty of the Agency hereunder fails to be true and correct, and such failure adversely affects the Developer or the Project and such failure shall continue for a period of forty-five (45) days after the Developer shall have given the Agency written notice of such failure; provided, however, that if such failure can reasonably be cured within said forty-five (45) days, then the event of default under this Article shall be suspended if and for so long as the Agency proceeds diligently to cure such default within the said forty-five (45) days and diligently continues to proceed with curing such default until so cured.

(b) Upon the occurrence of an event described in Article 14.1(a), but subject to the rights of any project lender, the Developer may, at any time thereafter, at its election either institute an action for specific performance of the Agency's obligations hereunder, or other injunctive relief, to the fullest extent permitted by law, or give a written notice of termination of this Agreement to the Agency, and on the date specified in such notice, which shall be not less than forty-five (45) days, this Agreement shall terminate and all rights of the Agency hereunder shall cease and the Developer shall be released from any and all obligations hereunder, unless before such date sums payable to the Developer under this Agreement shall have been paid and all other defaults by the Agency hereunder

existing at that time shall have been remedied, including, without limitation, such damages or suits for damages to which the Developer may be entitled as a result of any breach or event of default by the Agency. Notwithstanding, in any action, suit, cause of action or litigation for damages, the Agency liability shall not exceed \$50,000.00 which shall include reasonable attorney's fees and costs.

14.3 Obligations, Rights and Remedies Cumulative. The specified rights and remedies to which either the Agency or the Developer may resort under the terms of this Agreement are in addition to any other remedies or means of redress to which the Agency or the Developer may lawfully be entitled at law or in equity.

14.4 Non-Action on Failure to Observe Provisions of this Agreement. The failure of the Agency or the Developer to insist upon strict performance of any term, covenant, condition or provision of this Agreement shall not be deemed a waiver of any right or remedy that the Agency or the Developer may have and shall not be deemed a waiver of a subsequent default or nonperformance of such time, covenant, condition or provision.

ARTICLE 15 FORCE MAJEURE

15.1 Force Majeure. If any party is delayed in the performance of any act or obligation pursuant to or required by this Agreement as a result of any one or more of the events of Force Majeure which are beyond the control of the party being delayed, the time for required substantial completion of such act or obligation shall be extended by the number of calendar days equal to the total number of calendar days, if any, that such party is actually delayed by such event(s) of Force Majeure. The party seeking excuse for nonperformance and delay in performance as the result of an occurrence of an event of Force Majeure shall give written notice to the other party and the project lender, specifying the cost of the anticipated delay and its actual or anticipated duration, and if such delay shall be continuing thereafter no less than bi-weekly so long as such event of Force Majeure continues, similar written notice stating that the condition continues and its actual or anticipated duration. Any party seeking delay in nonperformance due to an event of Force Majeure shall use its best efforts to rectify or limit the effect of any condition causing such delay and shall cooperate with the other parties, except for the incidence of unreasonable additional costs and expenses, to overcome any delay that has resulted.

ARTICLE 16 INDEMNIFICATION

16.1 Indemnification.

(a) The Developer agrees to indemnify, defend and hold harmless the Agency, its respective agents, officers, or employees from any and all liabilities, damages, penalties, judgments, claims, demands, costs, losses, expenses or attorneys' fees through appellate proceedings, arising out of this Agreement, or by reason of any act or omission of the Developer, its agents, employees or contractors arising out of, in connection with or by

reason of, the performance of any and all obligations covered by this Agreement, or which are alleged to have arisen out of, in connection with or by reason of, the performance of any and all obligations covered by this Agreement, or which are alleged to have arisen out of, in connection with, or by reason of, the performance or non-performance of such obligations. Developer further agrees to investigate, handle, respond to, provide defense for, and defend (with counsel selected by Agency) any such claims at its sole expense and agrees to bear all other costs and expenses related thereto even if the claim is groundless, false or fraudulent and if called upon by the Agency, Developer shall assume and defend not only itself but also the Agency in connection with any claims, suits or causes of action, and any such defense shall be at no cost or expense whatsoever to Agency, provided that Agency, exercisable by Agency's General Counsel (the "Risk Manager") shall retain the right to select counsel of its own choosing.

(b) The Developer's indemnification under subsection (a) shall survive the Completion Date or termination of this Agreement.

(c) The Developer's indemnity hereunder is in addition to; and not limited by any insurance policy and is not and shall not be interpreted as an insuring agreement between or among the parties to this agreement, nor as a waiver of sovereign immunity for any party entitled to assert the defense of sovereign immunity.

ARTICLE 17 MISCELLANEOUS

17.1 Notices.

(a) Unless and to the extent otherwise provided for in this Agreement, all notices, demands, requests for approvals or other communications which may be or are required to be given by either party to the other(s) in writing shall be deemed given and delivered on the date delivered in person or on the fourth (4th) business day after being mailed by registered or certified mail, postage prepaid, return receipt requested, or on the first (1st) business day after being sent by nationally recognized overnight courier service and addressed:

DEVELOPER: 825 Progresso Drive, LLC
919 SE 6 Court
Fort Lauderdale, FL 33301
Attn.: Jay Adams, Member Manager

AGENCY: Fort Lauderdale Community Redevelopment Agency
100 North Andrews Avenue, 7th Floor
Fort Lauderdale, FL 33301
Attention: Executive Director

With a copy to: City Attorney's Office
City of Fort Lauderdale

100 North Andrews Avenue, 7th Floor
Fort Lauderdale, FL 33301

(b) The person and address to which notices are to be sent may be changed from time to time by written notice to such effect delivered to the other parties hereto. Until such a notice of change is received, a party may rely upon the last person or address given.

17.2 Severability. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the requirements of applicable laws and if the remainder of this Agreement can substantially be reasonably performed without material hardship, so as to accomplish the intent and the goals of the parties hereto.

17.3 Applicable Law. The laws of the State of Florida shall govern the validity, performance and enforcement of this Agreement.

17.4 Not An Offer. The submission of this Agreement to the parties hereto for examination thereby does not and did not constitute an offer to sell or lease, or a reservation of or option for the Project Site, or any part thereof.

17.5 Agreement Negotiated by All Parties. This Agreement has been negotiated by the Agency and the Developer, and this Agreement shall not be deemed to have been prepared by either the Agency or the Developer, but by all equally.

17.6 Complete Agreement. This Agreement constitutes the full and complete agreement between the parties hereto, and supersedes and controls any and all prior agreements, understandings, representations, and statements, whether written or oral.

17.7 Submission to Jurisdiction.

(a) Each party to this Agreement hereby submits to the jurisdiction of the State of Florida, Broward County and the courts thereof and to the jurisdiction of the United States District Court for the Southern District of Florida, for the purposes of any suit, action or other proceeding arising out of or relating to this Agreement, and hereby agrees not to assert by way of a motion as a defense or otherwise that such action is brought in an inconvenient forum or that the venue of such action is improper or that the subject matter thereof may not be enforced in or by such courts.

(b) If at any time during the term of this Agreement the Developer is not a resident of the State of Florida (including not being a corporation, partnership or other legal entity authorized to do business in the State of Florida) or has no officer, employee, agent, or general partner thereof available for service of process as a resident of the State of Florida, or if any assignee or successor thereof shall not be a resident of the State of Florida (including not being a corporation, partnership or other legal entity authorized to do business

in the State of Florida) or shall have no officer, employee, agent, or general partner available for service of process in the State of Florida, the Developer hereby designates the Secretary of State of the State of Florida as its agent for the service of process in any court proceeding between it and the Agency arising out of or related to this Agreement, and such service shall be made as provided by the laws of the State of Florida for service upon a non-resident; provided, however, that at the time of service on the Secretary of State, a copy of the pleading, instrument, or other document served on the Secretary of State shall be mailed by prepaid, registered mail, return receipt requested, to the Developer (or its successors or assigns) at the address for notices as provided in this Article or such address as may have been provided as authorized in this Article.

17.8 Estoppel Certificates. The Developer or the Agency shall, from time to time, upon not less than twenty (20) days prior notice by any other party to this Agreement, execute, acknowledge and deliver to the other parties a statement in recordable form certifying that this Agreement is unmodified and in full force and effect (or if there has any modification that the same as so modified is in full force and effect and setting forth such modification), the dates to which any charges have been paid in advance, if any, and, to the knowledge of such party, that neither it nor any other party is then in default hereof, (or if a party is then in default hereof, stating the nature and details of such default) and certifying as to such other matters as are reasonably requested by the party requesting the statement in question. The Authorized Representative of the party is authorized to execute such statement on behalf of such party. It is the intent of the parties hereto that any such statement delivered pursuant to this Article may be relied upon by the other parties hereto and current or prospective project lenders or any prospective purchaser, mortgagee, assignee of any mortgage or assignee of the respective interests in the Project, if any, of either party hereto. It is agreed that Developer shall pay Agency for the time and costs associated with the production of an estoppel letter and shall pay to Agency's estimated cost of producing the letter prior to Agency commencing the production of such letter.

17.9 Captions. The Article and Section headings and captions of this Agreement and the table of contents preceding this Agreement are for convenience and reference only and in no way define, limit, or describe the scope or intent of this Agreement, or any part thereof, or in any way affect this Agreement, or construe any Article or Section hereof.

17.10 Successors and Assigns.

(a) The Developer may not assign any or all of its rights, duties and obligations under this Agreement to any other person unless and until the Agency has agreed to such assignment. The Agency may assign this Agreement to the City or to any successor to the Agency at any time without any prior approval by the Developer, provided that notice of such assignment shall be given by the Agency to the Developer as provided in Article 17.1.

(b) The terms herein contained shall bind and inure to the benefit of the Agency and its successors and assigns and the Developer and its successors and assigns, except as may be otherwise specifically provided herein.

17.11 Holidays. It is hereby agreed and declared that whenever a notice or performance under the terms of this Agreement is to be made or given on a Saturday or Sunday or on a legal holiday observed in the City of Fort Lauderdale, Florida, it shall be postponed to the next following business day not a Saturday, Sunday, or legal holiday.

17.12. Exhibits. Each Exhibit referred to in and attached to this Agreement is an essential part of and is incorporated as a part of this Agreement. The Exhibits, and any amendments or revisions thereto, even if not physically attached hereto, shall be treated as if a part of this Agreement.

17.13 No Brokers. The Agency and the Developer hereby represent, agree and acknowledge that, as of the date hereof, no real estate broker or other person is entitled to claim or to be paid a commission by the Agency or the Developer as a result of the execution and delivery of this Agreement, including any of the Exhibits, or any proposed improvement, use, disposition, lease, or conveyance of any or all of the Project Site.

17.14 Failure to Address Particular Matters. 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.

17.15 Developer Not Agent of Agency. During the term of this Agreement, the Developer and the Contractor are not individually or collectively and shall not be deemed to be individually or collectively, an agent or contractor of the Agency. Nothing contained in the Agreement shall be construed or deemed to name, designate, or cause (directly, indirectly, or implicitly) the Developer or the Contractor to be an agent for the City or the Agency.

17.16 Recordation of Development Agreement. The Agency or the Developer may record this Agreement or a memorandum of this Agreement in the public records of Broward County, Florida, as soon as possible after the execution hereof and thereof. The party recording this Agreement, or a memorandum of this Agreement shall pay the cost of such recording. Upon the termination or expiration of this Agreement and upon request of the Developer the Agency agrees to record in the public records of Broward County, Florida, a notice that this Agreement has terminated or expired and is no longer in effect.

17.17 Public Purpose. This Agreement satisfies, fulfills, and is pursuant to and for a public purpose and municipal purpose, is in the public interest, and is a proper exercise of the Agency's power under the Act.

17.18 Technical Amendments. If, due to minor inaccuracies in this Agreement or in any other agreement contemplated hereby, or changes are needed resulting from technical matters arising during the term of this Agreement, it becomes necessary to amend this Agreement to correct such minor inaccuracies or to make such technical changes, the parties agree that such changes which are required due to unforeseen events or circumstances or which do not change the substance of this Agreement, the Executive

Director of the Agency, or his designee, is authorized to approve such changes and execute any required instruments to make and incorporate such amendment or change to this Agreement or any other agreement contemplated hereby.

17.19 Expiration of Agreement. Unless otherwise earlier terminated as provided herein, or by agreement of the parties, this Agreement shall expire on the Completion Date, except for those provisions hereof that specifically state they survive the Completion Date.

17.20 Agency Approvals. Whenever Agency approval is required as provided in this Agreement, the Agency will not unreasonably withhold such approval.

17.21 Time of the Essence. In all matters affecting this Agreement, time is of the essence.

17.22 Not A Development Agreement. The parties acknowledge, agree and represent that this Agreement, including without limitation, any of the Exhibits, is not a development agreement as described in Sections 163.3220-163.3243, Florida Statutes.

17.23 Audit Right and Retention of Records. Agency shall have the right to audit the books, records, and accounts of Developer that are related to 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. 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 City 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 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 has been initiated and audit findings have 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. If the Florida public records law is determined by City to be applicable to Developer shall comply with all requirements thereof; however, Contractor and Contractor's subcontractors shall violate no confidentiality or non-disclosure requirement of either federal or state law. 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.

The Developer shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract.

17.24 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.

Developer and all contractors or subcontractors (the "Contractor") engaging in services in connection with construction and/or maintenance of the Project shall:

(a) Keep and maintain public records that ordinarily and necessarily would be required by 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 the Agreement and as to Contractor 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 said construction or maintenance at the Project, transfer, at no cost, to Agency all public records in possession of Developer or Contractor 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 Project, 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 the Project, 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.

(e) If Developer or any 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.

17.24 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 and to general and administrative expenses and overhead of the Agency.

(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.

17.25. Sovereign Immunity. Nothing herein shall be deemed a waiver of sovereign immunity in favor of the Agency.

17.26. Sunset of the Agency. Notwithstanding anything herein to the contrary, the Agency shall have no obligation to provide Agency Loan, or make any disbursement, after its sunset date of November 7, 2025.

17.27. Cross Default. A default under the Non-Residential Façade Improvement Program Agreement and the Streetscape Enhancement Program Agreement shall be a default under this Agreement.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have set their hands effective as of the date set forth in the introductory paragraph.

AGENCY:

FORT LAUDERDALE COMMUNITY REDEVELOPMENT AGENCY, a body corporate and politic of the State of Florida created pursuant to Part III, Chapter 163

WITNESSES:

[Handwritten signature]

Rebecca McKay
[Witness print or type name]

[Handwritten signature]

Donna Varisco
[Witness print or type name]

By: [Handwritten signature]
Greg Chavarria, Executive Director

ATTEST:

[Handwritten signature]
David R. Soloman, CRA Secretary



APPROVED AS TO FORM: [Handwritten signature]
D'Wayne M. Spence, Interim General Counsel

By: [Handwritten signature]
Lynn Solomon, Assistant General Counsel

WITNESS :

[Handwritten signature]

Robert Wojcik

[Witness print or type name]

[Handwritten signature]

Erith Dumas

[Witness print or type name]

DEVELOPER:

825 PROGRESSO DRIVE, LLC, a Florida Limited Liability Company

[Handwritten signature]

Title: Member Manager

Name: Jay Adams

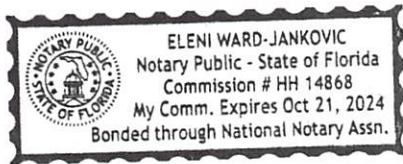
STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of physical presence or online, this 13th day of July, 2023, by JAY ADAMS, Member Manager of 825 Progresso Drive, LLC, a Florida Limited Liability Company on behalf of the company. They are personally known to me or has produced Fl. Drivers/ID and _____ as identification.

(SEAL)

[Handwritten signature]

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



Name of Notary Typed,
Printed or Stamped

My Commission Expires:

Commission Number

EXHIBIT "A"
LEGAL DESCRIPTION

PARCEL 1:

That portion of the Easterly irregularly shaped parcel of land in Block 256 of the Township of PROGRESSO, according to the plat thereof as recorded in Plat Book [2, Page 18](#), of the Public Records of Dade County, Florida, described as follows:

BEGINNING at the Southwesterly corner of Lot 9, of Block 256, of PROGRESSO; thence running in an Easterly direction along the Southerly boundary line of said Lot 9, of Block 256, of PROGRESSO, for a distance of 20' and thence running in a Southeasterly direction traversing said irregularly shaped parcel of land to the boundary line of said irregularly shaped parcel of land lying along the County Rock Road at a point 105' from the point of Intersection of the Country Road and that certain alley lying West of the said irregularly shaped parcel of land running from the County Road to Avenue "D" as shown on said Plat of PROGRESSO, thence running in a Southwesterly direction along the boundary of said irregularly shaped parcel of land a distance of 105' along the County Road to the intersection of said County Road and the aforementioned alley; thence in a Northerly direction along the Westerly boundary line of said irregularly shaped parcel of land to the Southwest corner of said Lot 9 of Block 256 of PROGRESSO, being the place of beginning. Said land situated, lying and being in Broward County, Florida.

PARCEL 2:

Lot 9, Block 256, of the Townsite of Progresso, according to the plat thereof as recorded in Plat Book [2, Page 18](#), of the Public Records of Dade County, Florida. Said land is situated, lying and being in Broward County, Florida.

TOGETHER WITH:

All of that part Block Two Hundred and Fifty-six (256) lying South of Lot Nine (9) and East of alley, Townsite of PROGRESSO, according to the plat thereof as recorded in Plat Book [2, Page 18](#), of the Public Records of DADE County, Florida, except the following:

That portion of the easterly irregularly shaped parcel land in Block 256, of the Townsite of Progresso, according to the plat thereof, recorded in Plat Book, 2, Page 18, of the Public Records of Dade County, Florida, described as follows, to wit:

Beginning at the southwest corner of Lot 9 of Block 256 of said Progresso and thence run in an easterly direction along southerly boundary line of said Lot 9, of Block 256 of Progresso, for a distance of 20 feet, thence run in a Southeasterly direction, traversing said irregularly shaped parcel of land lying along the County Rock Road at a point 105 feet from the point of the intersection of the County Rock Road that certain alley lying West of said irregularly shaped parcel of land running from the County Road to Avenue "D", as shown on said plat of Progresso; thence run in a Southwesterly direction along the boundary a distance of 105 feet along the County Road to the intersection of said County Road and the aforementioned alley; thence in a Northerly direction along the Westerly boundary line of said irregularly shaped parcel of land to the Southwest corner of said Lot 9 of Block 256, of Progresso, being the place of beginning. Said lands situated, lying and being in Broward County, Florida.

Parcel ID 4942 34 06 2470 and 4942 34 06 2340

EXHIBIT "B"
PROPOSED PROJECT PLANS



ADMINISTRATIVE REVIEW – NOTICE OF DETERMINATION

Site Plan Level I: Change of Use from used car lot to retail/restaurant/dog park with outdoor seating

Project Name / Case No: Progresso Park / PLN-AR-19120011

Applicant / Agent: 825 Progresso Drive, LLC / Jay Adams

Location: 825 & 833 Progresso Drive

Zoning District: North West Regional Activity Center-Mixed Use northeast (NWRAC-MUne)

Land Use: Northwest Regional Activity Center

Project Description: The applicant is proposing a change of use from an existing used car lot to a retail/restaurant with a dog park and outdoor seating.

Determination: The Administrative Review Committee reviewed the project on January 2, 2020. Approved as per plans and narratives submitted with this application.

Conditions: All applicable ULDR requirements must be complied with. All proper building permits must be applied for.
Engineering:
1. Advisory comments to be tracked during permitting.

Determination Approved By:
[Zoning Administrator or Designee]

Approval Date: February 8, 2021

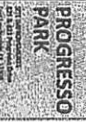
Staff Present: Nicholas Kalargyros, Adam Schnell, Yvonne Redding

Staff Contact Person: Tyler Laforme 954-828-5633

NOTE: Please be advised that Administrative Approval is the first step of the development review process. A building permit must be obtained subsequent to this approval.

ADMINISTRATIVE REVIEW						
CASE NUMBER: PLN-AR-19120011			PROJECT NAME: Progresso Park			
✓	DEPARTMENT / DISCIPLINE	REPRESENTATIVE SIGNATURE	APPROVED	SUBJECT TO CONDITIONS	ADDITIONAL COMMENTS	NOT APPLICABLE
X	ENGINEERING	RJM	X		X	
X	LANDSCAPE		X			
X	TRANSPORTATION AND MOBILITY	BKR	X			
X	URBAN DESIGN AND PLANNING	Tyler Laforme	X			
	ZONING					
	OTHER:					
APPROVAL DATE February 8, 2021		COMMENTS OR CONDITIONS OF APPROVAL MAY BE FOUND IN THE NOTICE OF DETERMINATION <small>*Please note that administrative approval does not extend site plan expiration dates pursuant to ULDR Section, 47-24.1.A. Expiration of site plan and conditional use approvals. Final approval date is the date on which the project was approved by the applicable approving body: Site Plan Level I - Final DRC approval date, Site Plan Level II - PZB approval date, Site Plan Level IV - City Commission approval date.</small>				

DEPARTMENT OF SUSTAINABLE DEVELOPMENT
700 NW 19 AVENUE | FORT LAUDERDALE, FLORIDA 33311
954-828-5207 | www.fortlauderdale.gov

PROGRESSO PARK
 12000 W. 12th Ave., Suite 100
 Denver, CO 80202
 Phone: 303.733.1234
 Fax: 303.733.1235
 Email: info@progressopark.com
 Website: www.progressopark.com

FIRE SAFETY LEGEND

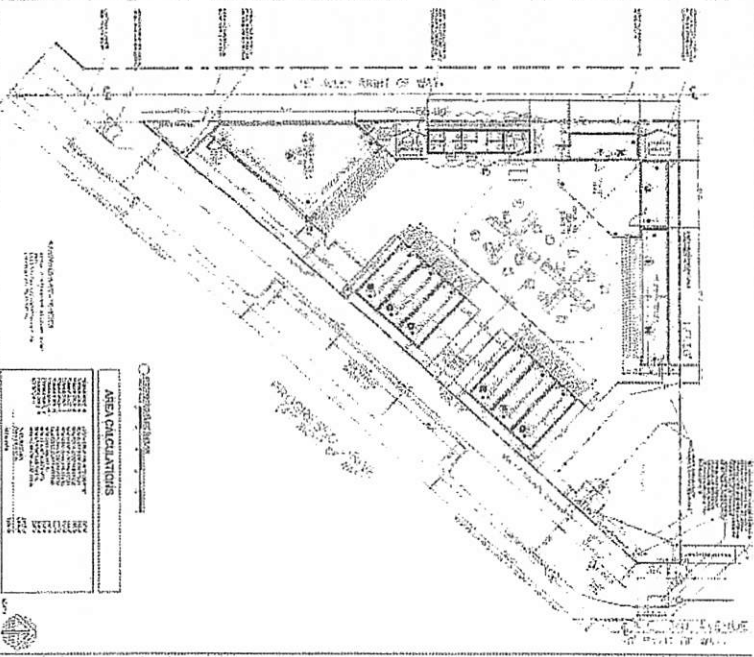
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FIRE RATING DESIGNATIONS

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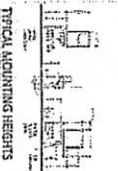
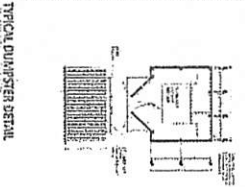
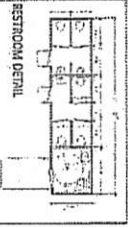
PARKING CALCULATIONS

Item	Description	Quantity	Notes
1	Parking spaces	100	Standard parking spaces
2	Handicapped spaces	5	Required by ADA
3	Motorcycle spaces	10	Standard motorcycle spaces
4	Bike racks	2	For bicycle storage
5	Storage spaces	15	For storage of equipment
6	Service areas	1	For vehicle maintenance
7	Truck spaces	5	For larger vehicles
8	RV spaces	1	For recreational vehicles
9	Delivery areas	1	For goods delivery
10	Emergency spaces	1	For emergency vehicles
11	Visitor spaces	50	For general visitor parking
12	Employee spaces	20	For staff parking
13	Customer spaces	15	For client parking
14	Service provider spaces	10	For contractors and vendors
15	Event spaces	5	For special events
16	Overflow spaces	10	For additional capacity
17	Unassigned spaces	10	For future use
18	Total spaces	200	Sum of all categories



AREA CALCULATIONS

Area	Description	Area (sq ft)
1	Total site area	10,000
2	Building footprint	5,000
3	Parking area	2,000
4	Open space	1,000
5	Other structures	500
6	Unusable area	1,500
7	Net available area	6,000



A010

Progresso Park

8 2 5 & 8 3 3 Progresso Drive, Fort Lauderdale, Florida

ARCHITECTURE:

CHASE ARCHITECT, INC.
835 SW 1st AVENUE, SUITE B
FORT LAUDERDALE, FLORIDA 33301
TEL: (954) 487-7882

LANDSCAPE ARCHITECTURE:

M.I.A. GROUP, INC.
1016 NE 45th STREET
OAKLAND PARK, FLORIDA 33334
TEL: (954) 783-4071

CIVIL ENGINEERING:

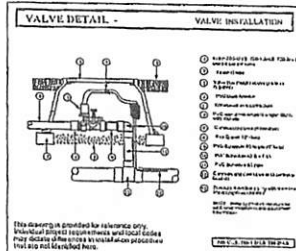
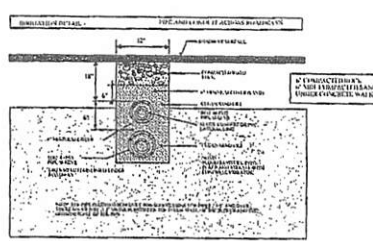
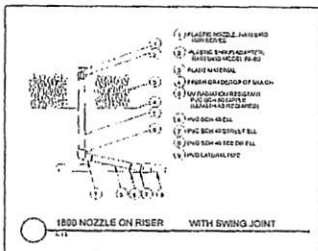
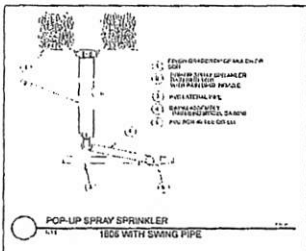
GATOR ENGINEERING ASSOCIATES, INC.
11990 TEMPLE STREET
COOPER CITY, FLORIDA 33330
TEL: (954) 434-6804

IRRIGATION MASTER KEY

KEY	NO.	CODE	ITEM DESCRIPTION	INSTALLATION SPEC.
[Symbol]	14	ALV 100# 200#	VALVE OR CONTROL VALVE OPERATE TO SCHEDULED IRRIGATION SCHEDULE SHALL BE SHALL BE 200# OR SHALL BE 200# OR SHALL BE 200# OR	Each valve shall be 100# minimum flow rate and 1/2" minimum diameter. Valves shall be installed in a location that allows for easy access and maintenance. Valves shall be installed in a location that is accessible to the operator. Valves shall be installed in a location that is accessible to the operator. Valves shall be installed in a location that is accessible to the operator. Valves shall be installed in a location that is accessible to the operator.
[Symbol]	0417	CON LUN	PRESSURE-SENSITIVE BRIDGEMAN CONTRACTION VALVE OPERATE TO SCHEDULED IRRIGATION OPERATE TO SCHEDULED IRRIGATION	A contract shall be awarded to the contractor to install and test the valve. The contractor shall be responsible for the valve and its operation. The contractor shall be responsible for the valve and its operation. The contractor shall be responsible for the valve and its operation. The contractor shall be responsible for the valve and its operation.
[Symbol]	02	CONTR MISC	BRIDGEMAN CONTRACTION VALVE OPERATE TO SCHEDULED IRRIGATION OPERATE TO SCHEDULED IRRIGATION	Contractor shall be responsible for the design and installation of all equipment and materials. Contractor shall be responsible for the design and installation of all equipment and materials. Contractor shall be responsible for the design and installation of all equipment and materials. Contractor shall be responsible for the design and installation of all equipment and materials.
[Symbol]	0411	VALVE MISC	VALVE TO SCHEDULE IRRIGATION OPERATE TO SCHEDULED IRRIGATION OPERATE TO SCHEDULED IRRIGATION	All valves to be installed shall be 100# minimum flow rate and 1/2" minimum diameter. Valves shall be installed in a location that allows for easy access and maintenance. Valves shall be installed in a location that is accessible to the operator. Valves shall be installed in a location that is accessible to the operator. Valves shall be installed in a location that is accessible to the operator.
[Symbol]	004	HEAD MISC	HEAD TO SCHEDULE IRRIGATION OPERATE TO SCHEDULED IRRIGATION OPERATE TO SCHEDULED IRRIGATION	All heads to be installed shall be 100# minimum flow rate and 1/2" minimum diameter. Heads shall be installed in a location that allows for easy access and maintenance. Heads shall be installed in a location that is accessible to the operator. Heads shall be installed in a location that is accessible to the operator. Heads shall be installed in a location that is accessible to the operator.
[Symbol]	04	HEAD MISC	HEAD TO SCHEDULE IRRIGATION OPERATE TO SCHEDULED IRRIGATION OPERATE TO SCHEDULED IRRIGATION	Contractor shall be responsible for the design and installation of all equipment and materials. Contractor shall be responsible for the design and installation of all equipment and materials. Contractor shall be responsible for the design and installation of all equipment and materials. Contractor shall be responsible for the design and installation of all equipment and materials.
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NOTE: IRRIGATION CONTRACTOR SHALL BE RESPONSIBLE TO ADHERE TO ALL MANUFACTURER'S SPECIFICATIONS FOR INSTALLATION OF IRRIGATION EQUIPMENT.

NOTE: ALL DETAILS AND SPECIFICATIONS ON THIS SHEET SHALL BE APPLIED TO ALL PROPOSED AND REPLACEMENT IRRIGATION EQUIPMENT.



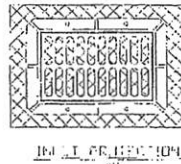
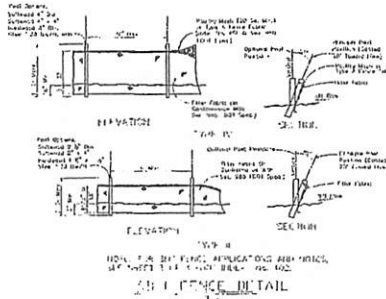
IRRIGATION MASTER KEY

KEY	NO.	CODE	ITEM DESCRIPTION	INSTALLATION SPEC.
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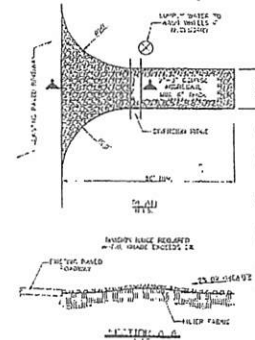
REVISIONS:
SHEET TITLE:
IRRIGATION
DETAILS
SPECIFIC
PROJECT:
PROPOSED SITE DEVELOPMENT FOR
PROGRESS PARK
SCALE: 1"=10'
DATE DRAWN:
SHEET NO.

EROSION AND SEDIMENT CONTROL NOTES

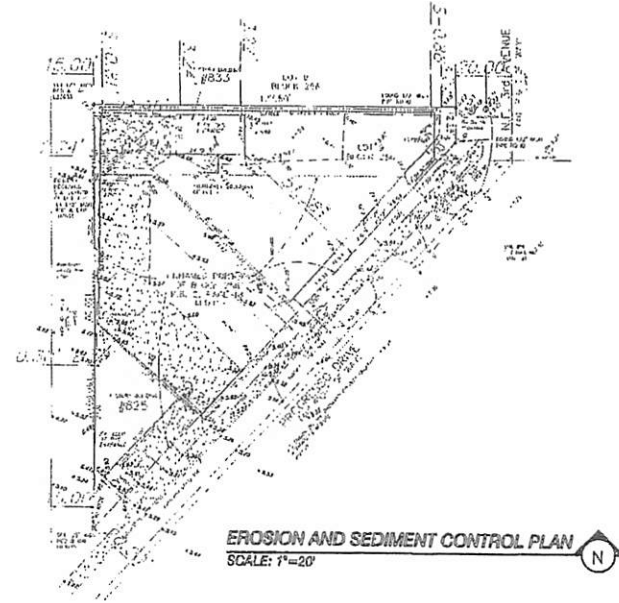
1. THE CONTRACTOR IS RESPONSIBLE FOR FOLLOWING THE BEST EROSION AND SEDIMENT CONTROL PRACTICES AS OUTLINED IN THE PLANS, SPECIFICATIONS AND APPLICABLE WATER MANAGEMENT DISTRICT PERMIT(S) FOR THIS PROJECT.
2. FOR ADDITIONAL INFORMATION ON SEDIMENT AND EROSION CONTROL REFER TO "THE STATE OF FLORIDA EROSION AND SEDIMENT CONTROL DESIGNER AND REVIEWERS MANUAL" FROM THE STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL REGULATION (FDER).
3. THIS PLAN INDICATES THE MINIMUM EROSION AND SEDIMENT CONTROL MEASURES REQUIRED FOR THIS PROJECT THE CONTRACTOR IS RESPONSIBLE FOR MEETING ALL APPLICABLE RULES, REGULATIONS AND WATER QUALITY GUIDELINES AND MAY NEED TO INSTALL ADDITIONAL CONTROLS.
4. ALL EXCAVATIONS AND EARTHWORK SHALL BE DONE IN A MANNER TO MINIMIZE WATER TURBIDITY AND POLLUTION. DISCHARGE SHALL BE CONTROLLED AND ROUTED THROUGH FILTERS, SILTATION DIAPHRAGMS AND SCREENS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PREVENTION, CORRECTION, CONTROL AND ABATEMENT OF EROSION AND WATER POLLUTION IN ACCORDANCE WITH CHAPTER 62-302, FLORIDA ADMINISTRATIVE CODE.
5. THE CONTRACTOR SHALL PAY FOR ANY WATER QUALITY CONTROL VIOLATIONS FROM ANY AGENCY THAT RESULTS IN FINES BEING ASSESSED TO THE OWNER BECAUSE OF THE CONTRACTOR'S FAILURE TO ELIMINATE TURBID RUNOFF FROM LEAVING THE SITE AND RAISING BACKGROUND LEVELS ABOVE EXISTING BACKGROUND LEVEL.
6. THE SITE CONTRACTOR IS RESPONSIBLE FOR REMOVING THE TEMPORARY EROSION AND SEDIMENT CONTROL DEVICES AFTER COMPLETION OF CONSTRUCTION AND ONLY WHEN AREAS HAVE BEEN STABILIZED.
7. ADDITIONAL PROTECTION - ON-SITE PROTECTION MUST BE PROVIDED THAT WILL NOT PERMIT SILT TO LEAVE THE PROJECT CONFINES DO TO UNFORSEEN CONDITIONS OR ACCIDENTS.
8. SILT FENCES SHALL BE USED ALONG THE PROPERTY LINES TO MINIMIZE OFFSITE SILTATION MITIGATION.
9. SILT FENCES SHALL BE INSPECTED IMMEDIATELY AFTER EACH RAINFALL AND AT LEAST DAILY DURING PROLONGED RAINFALL. ANY REQUIRED REPAIRS SHALL BE MADE IMMEDIATELY.
10. SHOULD THE FABRIC ON A SILT FENCE DECOMPOSE OR BECOME INEFFECTIVE PRIOR TO THE END OF THE EXPECTED USABLE LIFE AND THE BARRIER IS STILL NECESSARY, THE FABRIC SHALL BE REPLACED PROMPTLY.
11. FILTER FABRIC SHALL BE INSTALLED UNDER INLET GRATES AND EXTEND A MINIMUM OF 1 FOOT BEYOND EACH SIDE OF THE INLET STRUCTURE. IF MORE THAN ONE STRIP OF FABRIC IS NECESSARY, THE STRIPS SHALL BE OVERLAPPED 1 FOOT.
12. SEDIMENT DEPOSITS SHOULD BE REMOVED AFTER EACH RAINFALL AND AS NEEDED.
13. ANY DISCHARGE FROM DEWATERING ACTIVITY SHALL BE FILTERED AND CONVEYED TO THE OUTFALL IN A MANNER WHICH PREVENTS EROSION AND TRANSPORTATION OF SUSPENDED SOLIDS TO THE RECEIVING OUTFALL.
14. DEWATERING PUMPS SHALL NOT EXCEED THE CAPACITY OF THAT WHICH REQUIRES A CONSUMPTIVE USE PERMIT FROM THE APPLICABLE WATER MANAGEMENT DISTRICT.
15. ALL DISTURBED AREAS SHALL BE GRASSED, FERTILIZED, MULCHED AND MAINTAINED UNTIL A PERMANENT VEGETATIVE COVER IS ESTABLISHED.
16. SOD SHALL BE PLACED IN AREAS WHICH MAY REQUIRE IMMEDIATE EROSION PROTECTION TO ENSURE WATER QUALITY STANDARDS ARE MAINTAINED.
17. ANY SEDIMENT DEPOSITS REMAINING IN PLACE AFTER BARRIER ARE NO LONGER REQUIRED SHALL BE DRESSED TO CONFORM TO THE EXISTING GRADE, PREPARED AND SEEDED.
18. CONTRACTOR SHALL INSURE THAT ALL DRAINAGE STRUCTURES, PIPES, ETC. ARE CLEANED OUT AND WORKING PROPERLY AT TIME OF ACCEPTANCE.
19. FLOATING TURBIDITY BARRIERS WILL BE PLACED OFF SET FROM THE SEAWALL ADJACENT TO THE PROPERTY. IF SEAGRASSES ARE PRESENT BARRIERS WILL NOT BE PLACED OVER THEM. THE FLOATING TURBIDITY BARRIERS SHALL ALSO BE INSTALLED IN A MANNER TO PREVENT MANATEE ENTANGLEMENT.
20. ALL DEWATERING, EROSION, AND SEDIMENT CONTROL SHALL REMAIN IN PLACE UNTIL AFTER COMPLETION OF CONSTRUCTION AND SHALL BE REMOVED WHEN AREAS HAVE BEEN STABILIZED.



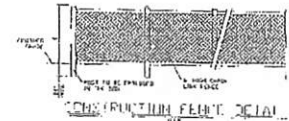
DETAIL FILTER FABRIC UNDER ALL GRATES TO PREVENT SILTED CONSTRUCTION DEBRIS FROM ENTERING THE SYSTEM.



TEMPORARY GRAVEL SILTATION AND COLLECTION



EROSION AND SEDIMENT CONTROL PLAN
SCALE: 1"=20'



CONSTRUCTION DETAIL



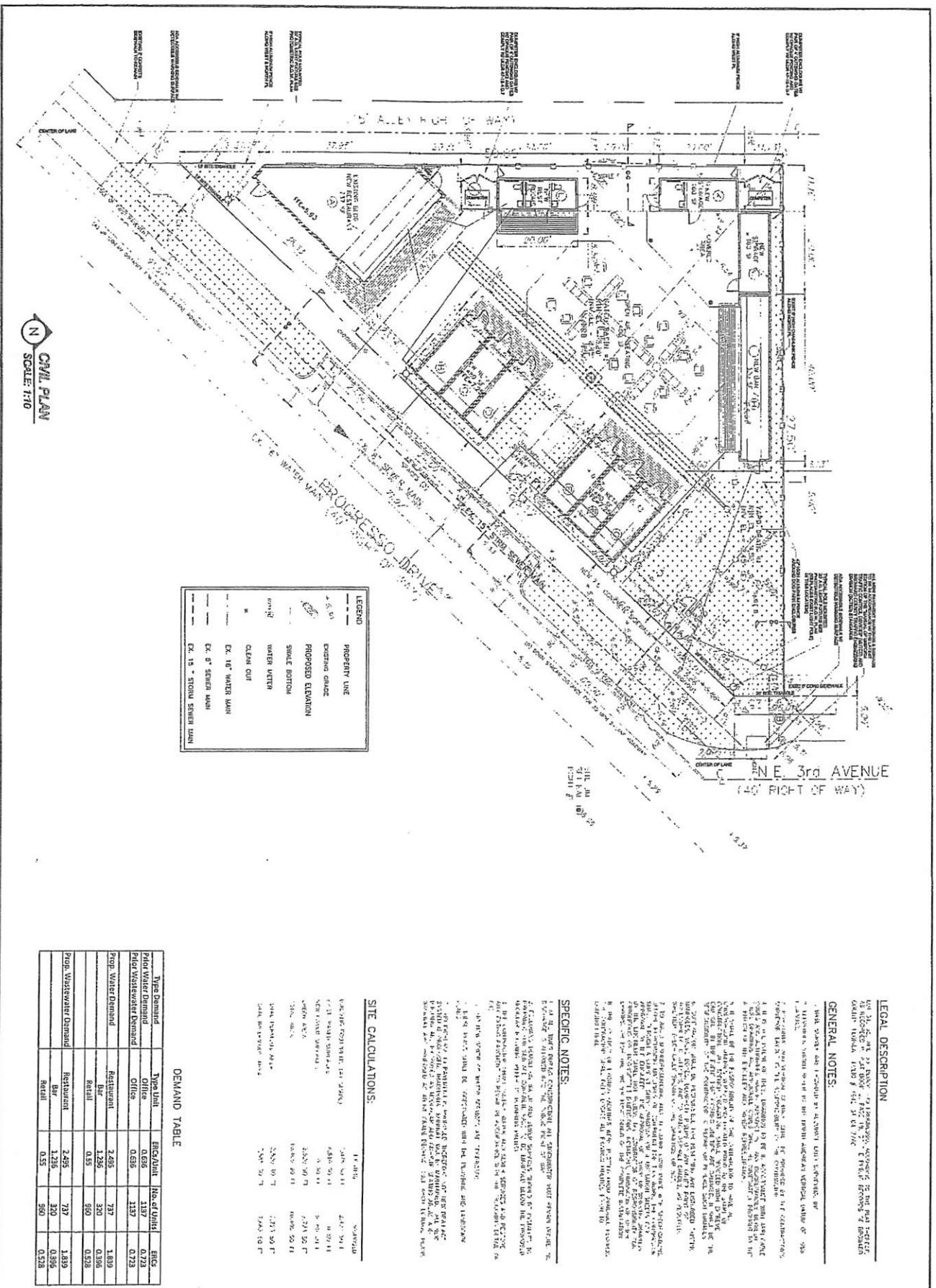
GATOR ENGINEERING AND CONSTRUCTION, INC.
1580 TRAVEL STREET
DADE COUNTY, FLORIDA 33133
TEL: 305-444-1111
FAX: 305-444-1112
WWW.GATORENGINEERING.COM

PROGRESSO PARK
625 & 633 PROGRESSO DRIVE
FORT LAUDERDALE, FLORIDA

NO.	REVISIONS

SHEET TITLE
EROSION & SEDIMENT CONTROL PLAN

C1 of 4



PART OF LOT 100, TRACT 10, T24N R12E S10W, CO. OF HARRIS, TEXAS
 PART OF LOT 101, TRACT 10, T24N R12E S10W, CO. OF HARRIS, TEXAS
 PART OF LOT 102, TRACT 10, T24N R12E S10W, CO. OF HARRIS, TEXAS
 PART OF LOT 103, TRACT 10, T24N R12E S10W, CO. OF HARRIS, TEXAS
 PART OF LOT 104, TRACT 10, T24N R12E S10W, CO. OF HARRIS, TEXAS
 PART OF LOT 105, TRACT 10, T24N R12E S10W, CO. OF HARRIS, TEXAS
 PART OF LOT 106, TRACT 10, T24N R12E S10W, CO. OF HARRIS, TEXAS
 PART OF LOT 107, TRACT 10, T24N R12E S10W, CO. OF HARRIS, TEXAS
 PART OF LOT 108, TRACT 10, T24N R12E S10W, CO. OF HARRIS, TEXAS
 PART OF LOT 109, TRACT 10, T24N R12E S10W, CO. OF HARRIS, TEXAS
 PART OF LOT 110, TRACT 10, T24N R12E S10W, CO. OF HARRIS, TEXAS

CIVIL PLAN
 SCALE: 1:10

LEGEND

---	PROPERTY LINE
---	EXISTING GRADE
---	PROPOSED ELEVATION
---	SPICE BOTTOM
---	WATER UTILITY
---	CLEAN OUT
---	EX. 16" WATER MAIN
---	EX. 8" SEWER MAIN
---	EX. 15" STORM SEWER MAIN

THE ABOVE PROPOSED UTILITIES AND STRUCTURES ARE SHOWN FOR INFORMATION PURPOSES ONLY. THE CONTRACTOR SHALL VERIFY THE LOCATION AND DEPTH OF ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE APPROPRIATE AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES.

SPECIFIC NOTES:
 1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE APPROPRIATE AGENCIES.
 2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES.
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SITE CALCULATIONS:
 1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE APPROPRIATE AGENCIES.
 2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES.
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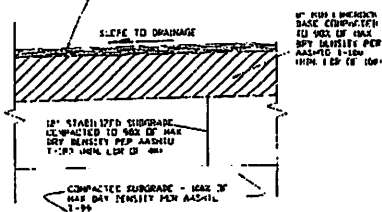
DEMAND TABLE

Type Demand	Type Unit	Req./Unit	No. of Units	REQ.
Peak Water Demand	Office	0.66	1137	0.723
Peak Wastewater Demand	Office	0.66	1137	0.723
Prop. Water Demand	Restaurant	2.05	717	1.889
	Bar	1.26	320	0.586
Prop. Wastewater Demand	Restaurant	2.05	717	1.889
	Bar	1.26	320	0.896
	Retail	0.55	960	0.528

LEGAL DESCRIPTION:
 THE ABOVE PROPERTY IS PART OF TRACT 10, T24N R12E S10W, CO. OF HARRIS, TEXAS, AS SHOWN ON PLAT 100, 101, 102, 103, 104, 105, 106, 107, 108, AND 109, ALL DATED 1988, AND AS SHOWN ON PLAT 110, DATED 1988. THE ABOVE PROPERTY IS PART OF TRACT 10, T24N R12E S10W, CO. OF HARRIS, TEXAS, AS SHOWN ON PLAT 100, 101, 102, 103, 104, 105, 106, 107, 108, AND 109, ALL DATED 1988, AND AS SHOWN ON PLAT 110, DATED 1988.

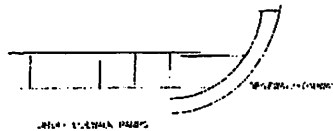
<p>GATOR ENGINEERING ASSOCIATES, INC.</p>	<p>PROGRESSO PARK 625 & 833 PROGRESSO DRIVE HARRIS COUNTY, TEXAS</p>	<p>SCALE Regina Bobo Jackson</p>				
<p>REVISIONS</p> <table border="1"> <tr> <th>No.</th> <th>Description</th> </tr> <tr> <td> </td> <td> </td> </tr> </table>	No.	Description			<p>DATE: 08/15/23 BY: J.R. JACKSON CHECKED BY: J.R. JACKSON APPROVED BY: J.R. JACKSON TITLE: CIVIL PLAN</p>	<p>SCALE Regina Bobo Jackson</p>
No.	Description					

1-1/2" MINIMUM TYPE 5-B ASPHALTIC CONCRETE PLACED IN PLACED. VERTICAL CURB TO BE INSTALLED AFTER FINAL LANDSCAPING AND IRRIGATION RESTRICTIONS.

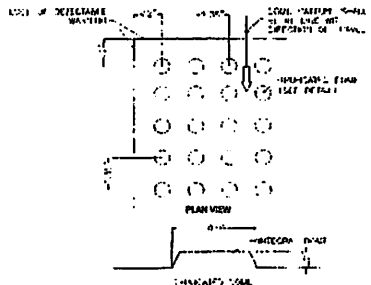


- NOTES:**
1. STABILIZED SUBGRADE SHALL HAVE A MINIMUM UNWEIGHTED STRENGTH INDEX OF 40 AND IS REQUIRED FOR ALL NEW PAVEMENT CONSTRUCTION. ALL STABILIZED SUBGRADE SHALL BE STRENGTH TESTED FOR GRADE AND PACE. ALL REQUIRED DENSITY TESTING PRIOR TO PLACEMENT OF SUBGRADE SHALL BE IN ACCORDANCE WITH AASHTO T-99.
 2. LINDEROCK BASE FOR PARKING LOT SHALL BE A MINIMUM OF 70% CALCIUM HYDROXIDE AND 30% PORTLAND CEMENT.
 3. FINISH COAT SHALL BE APPLIED TO ALL FINISHED LINDEROCK BASE SURFACE AFTER BOARDING AND DENSITY INSPECTIONS. APPLICATION RATES AND MATERIALS SHALL BE IN ACCORDANCE WITH FACT SPECIFICATIONS.
 4. EACH COAT SHALL BE PLACED BETWEEN SURFACE LIFT APPLICATION RATES AND MATERIALS SHALL BE IN ACCORDANCE WITH FACT SPECIFICATIONS.
 5. THE FINAL PAVEMENT LIFT SHALL NOT BE PLACED UNTIL ALL PROJECT LANDSCAPING IS IN PLACE AND THE IRRIGATION SYSTEM IS FINISHED.

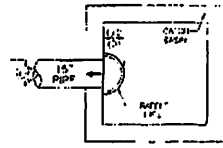
ASPHALTIC CONCRETE PAVEMENT DETAIL
N.T.S.



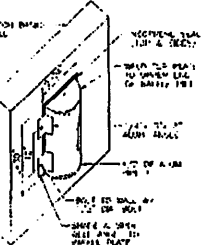
ALL MATERIALS FROM MANUFACTURERS SHALL BE INSTALLED IN ACCORDANCE WITH FACT SPECIFICATIONS. ALL MATERIALS SHALL BE IN ACCORDANCE WITH FACT SPECIFICATIONS.



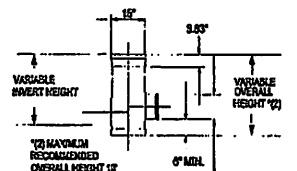
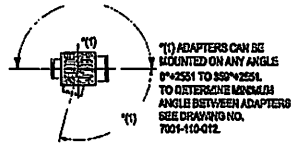
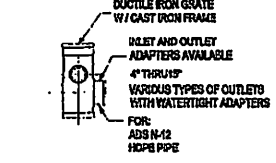
CURB RAMP DETECTABLE WARNING
N.T.S.



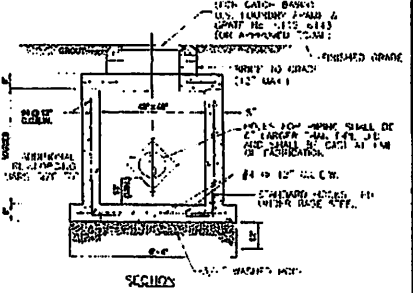
PLAN VIEW



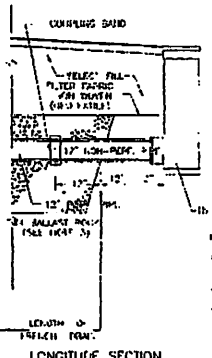
POLLUTION RETARDENT BAFLE (PRB)
N.T.S.



15" DRAIN BASIN
N.T.S.



PRECAST DRAINAGE CATCH BASIN
N.T.S.



- NOTES:**
1. EXFILTRATION TRENCH SHALL BE INSTALLED IN ACCORDANCE WITH FACT SPECIFICATIONS. ALL MATERIALS SHALL BE IN ACCORDANCE WITH FACT SPECIFICATIONS.
 2. THE EXFILTRATION TRENCH SHALL BE INSTALLED IN ACCORDANCE WITH FACT SPECIFICATIONS. ALL MATERIALS SHALL BE IN ACCORDANCE WITH FACT SPECIFICATIONS.

TYPICAL DETAIL - EXFILTRATION TRENCH
N.T.S.



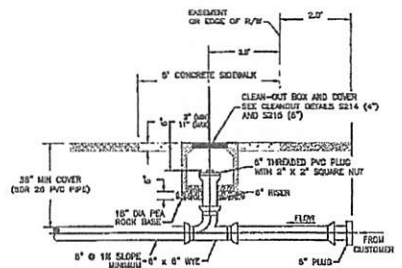
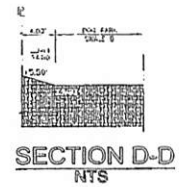
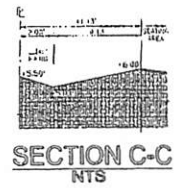
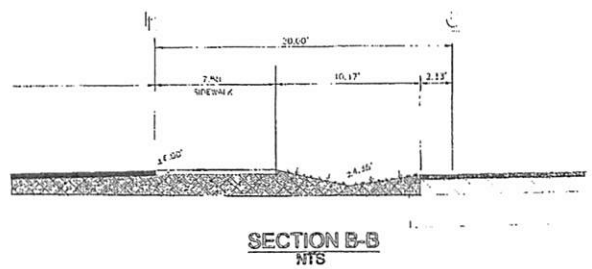
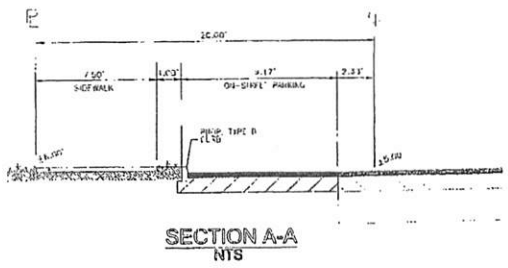
PROGRESSO PARK
825 & 633 PROGRESSO DRIVE

NO.	DESCRIPTION	DATE
1	ISSUED FOR PERMIT	10/1/11
2	REVISED PER COMMENTS	10/1/11
3	REVISED PER COMMENTS	10/1/11
4	REVISED PER COMMENTS	10/1/11
5	REVISED PER COMMENTS	10/1/11
6	REVISED PER COMMENTS	10/1/11
7	REVISED PER COMMENTS	10/1/11
8	REVISED PER COMMENTS	10/1/11
9	REVISED PER COMMENTS	10/1/11
10	REVISED PER COMMENTS	10/1/11

PROGRESSO PARK
825 & 633 PROGRESSO DRIVE

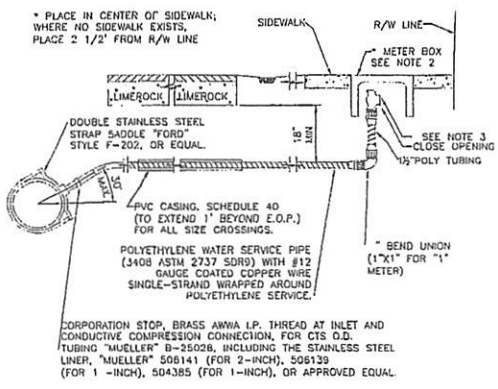
PROGRESSO PARK
825 & 633 PROGRESSO DRIVE

PROGRESSO PARK
825 & 633 PROGRESSO DRIVE



1. THE CLEAN OUT SHALL BE INSTALLED IN THE MIDDLE OF THE SIDEWALK. THIS DIMENSION WILL VARY DEPENDING UPON THE WIDTH OF THE SIDEWALK. 2.2' APPLIED TO 8' SIDEWALK WIDTH. IF SIDEWALKS DO NOT EXIST, THE CLEAN OUT SHALL BE INSTALLED 2.0' FROM THE RIGHT OF WAY LINE.
2. A NEW SECTION OF SIDEWALK SHALL BE POURED AROUND THE CLEAN-OUT BOX WHEN WORKING IN AN AREA WITH EXISTING SIDEWALKS.
3. IN GRASS AREA USE 24\"/>

213 SANITARY SERVICE CONNECTION AT PROPERTY LINE OR EASEMENT LINE (PROFILE) N.T.S.

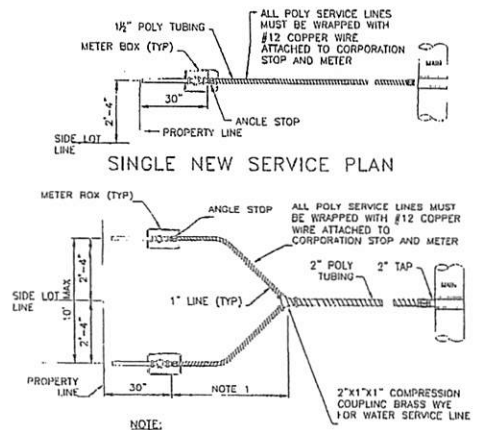


- NOTE:
1. GROUND KEY ANGLE METER STOP, CONDUCTIVE COMPRESSION FOR CIS O.D. TUBING, 1/2 METER FLANGE, 180 TURN CHECK-LOCK WIND "MUELLER" H-14277, FOR 2-INCH INCLUDING THE STAINLESS STEEL LINER, "MUELLER" 506141 (FOR 2-INCH) OR APPROVED EQUAL, AND MUELLER 110 COMPRESSION CONNECTION.
 2. METER BOXES FOR 5/8, 3/4, AND 1 INCH METERS SHALL BE THE OKIE DOKIE #890-40-260282 MEDIUM BOX AND 890-40-260257 MEDIUM LID OR EQUAL.
 3. CONNECT ANGLE VALVE TO EXISTING METER WHERE APPLICABLE.

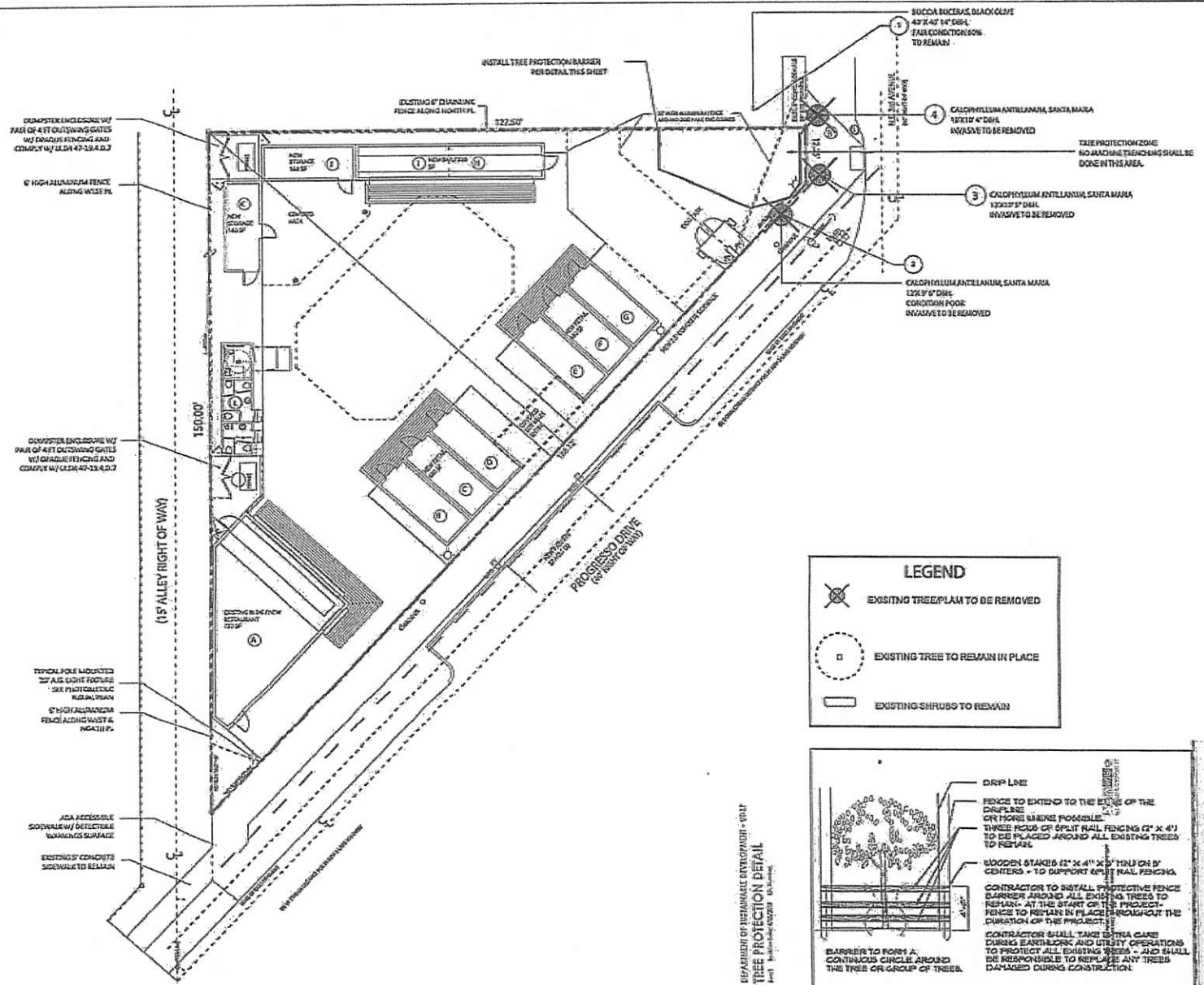
TYPICAL WATER SERVICE INSTALLATION (300)

CITY OF FORT LAUDERDALE
OFFICE OF THE CITY ENGINEER




REV	DATE	BY	DESCRIPTION	SCALE
1	FEB '08	N.T.S.	TYPICAL TRENCH AND PAVEMENT RESTORATION FOR TRANSVERSE CROSSING	D
2	MARCH '08	AC		1:1



TYPICAL WATER SERVICE (301)



LEGEND

-  EXISTING TREE/PLANT TO BE REMOVED
-  EXISTING TREE TO REMAIN IN PLACE
-  EXISTING SHRUBS TO REMAIN

TREE PROTECTION DETAIL

BARRETT TO FORM A CONTINUOUS CIRCLE AROUND THE TREE OR GROUP OF TREES.

CONTRACTOR SHALL TAKE EXTRA CARE DURING EXCAVATION AND UTILITY OPERATIONS TO PROTECT ALL EXISTING TREES - AND SHALL BE RESPONSIBLE TO REPLACE ANY TREES DAMAGED DURING CONSTRUCTION.

DEPARTMENT OF RECREATION DEVELOPMENT - 0017
 TREE PROTECTION DETAIL
 1/2017



ARCHITECT
 ERIC CHANCEI
 CHANCEI CORP.
 1372 GUNNY PK.
 WINTER PARK, FL
 32080-2501

PROGRESSO PARK

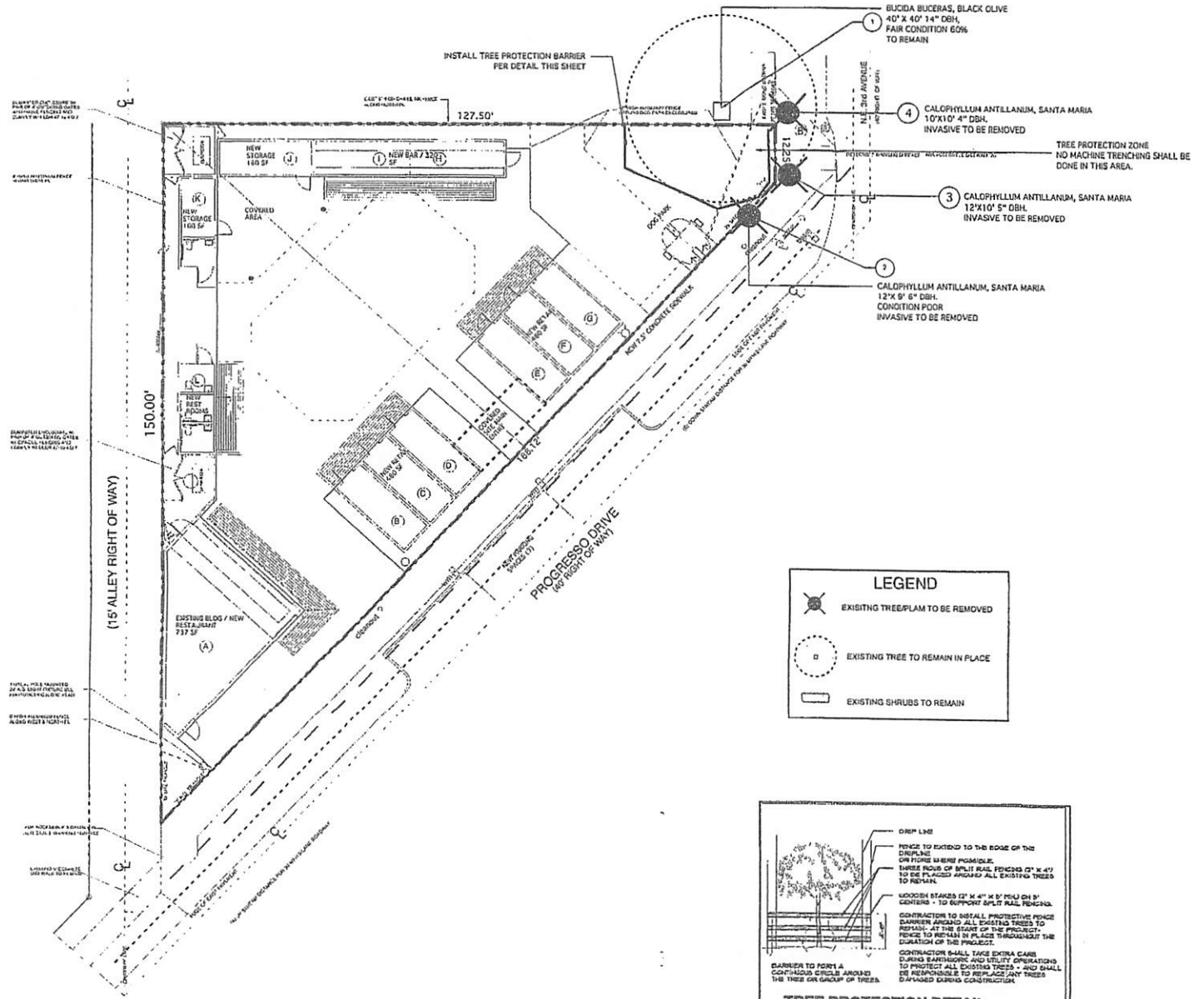
PROGRESSO PARK
 825 & 833 PARK DRIVE,
 FORT LAUDERDALE
 33304

PROGRESSO PARK
 825 & 833 PARK DRIVE,
 FORT LAUDERDALE
 33304

NO. DATE

DATE: 01/2017
 DRAWN BY: [unclear]
 SCALE: AS SHOWN

EXISTING DISPOSITION
 L-
 CONSTRUCTION



REVISIONS:

SHEET TITLE:
EXISTING DISPOSIT PLAN

PROJECT:
PROPOSED SITE DEVELOPMENT FOR
PROGRESSO PARK

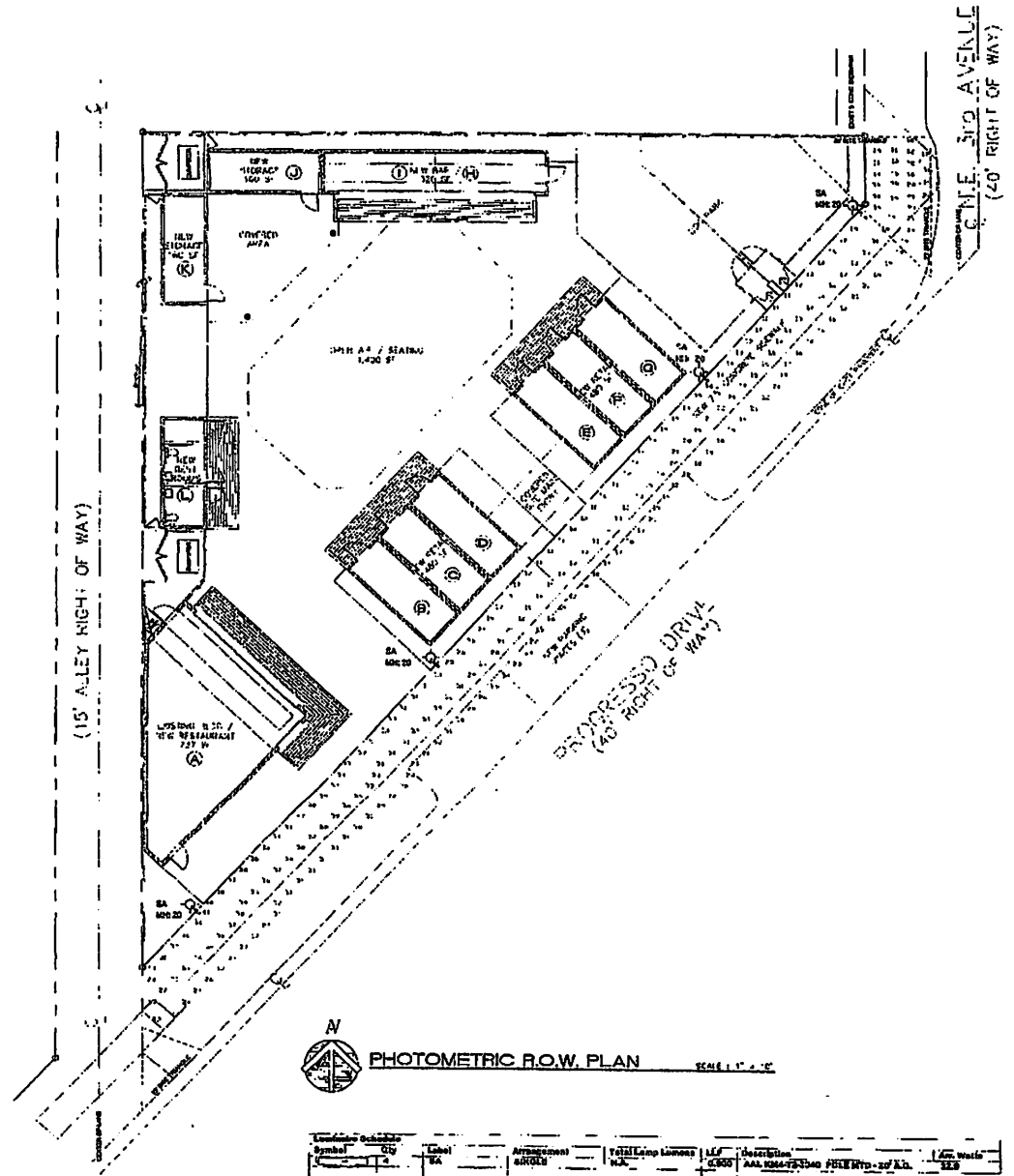
TO THE BEST OF MY KNOWLEDGE AND BELIEF I AM A LICENSED LAND SURVEYOR AND HAVE CONDUCTED A SURVEY OF THE ABOVE PROPERTY IN ACCORDANCE WITH THE PROVISIONS OF THE APPLICABLE STATUTES AND REGULATIONS OF THE STATE OF CALIFORNIA. I AM A MEMBER OF THE NATIONAL ASSOCIATION OF LAND SURVEYORS AND THE CALIFORNIA BOARD OF LAND SURVEYORS. MY EXPIRATION DATE IS 11/15/2024.

SEAL: James McClure

SCALE: 1"=40'

DATE DRAWN: 1/11/24

SHEET NO.



PHOTOMETRIC R.O.W. PLAN

SCALE 1" = 10'

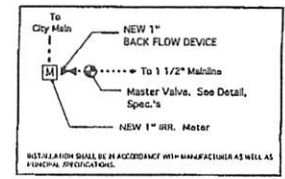
Quantity	Unit	Description	Value	Notes
1	ft	NEW STORAGE	100	100 SF
1	ft	NEW RESTAURANT	271	271 SF
1	ft	OPEN AIR SEATING	1,420	1,420 SF

Calculation Summary	Value	Unit	Notes
Calculation Summary	2,49	ft	2,49 SF

LEGEND	
⊕	VALVE
⊙	SPRAY, 360°
⊙	SPRAY, 180°
⊙	SPRAY, 90°
—	SIDE STRIP
10	10" NOZZLE
8	8" NOZZLE
6V	6" NOZZLE
4V	4" NOZZLE

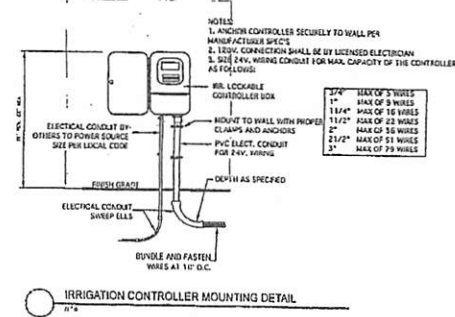
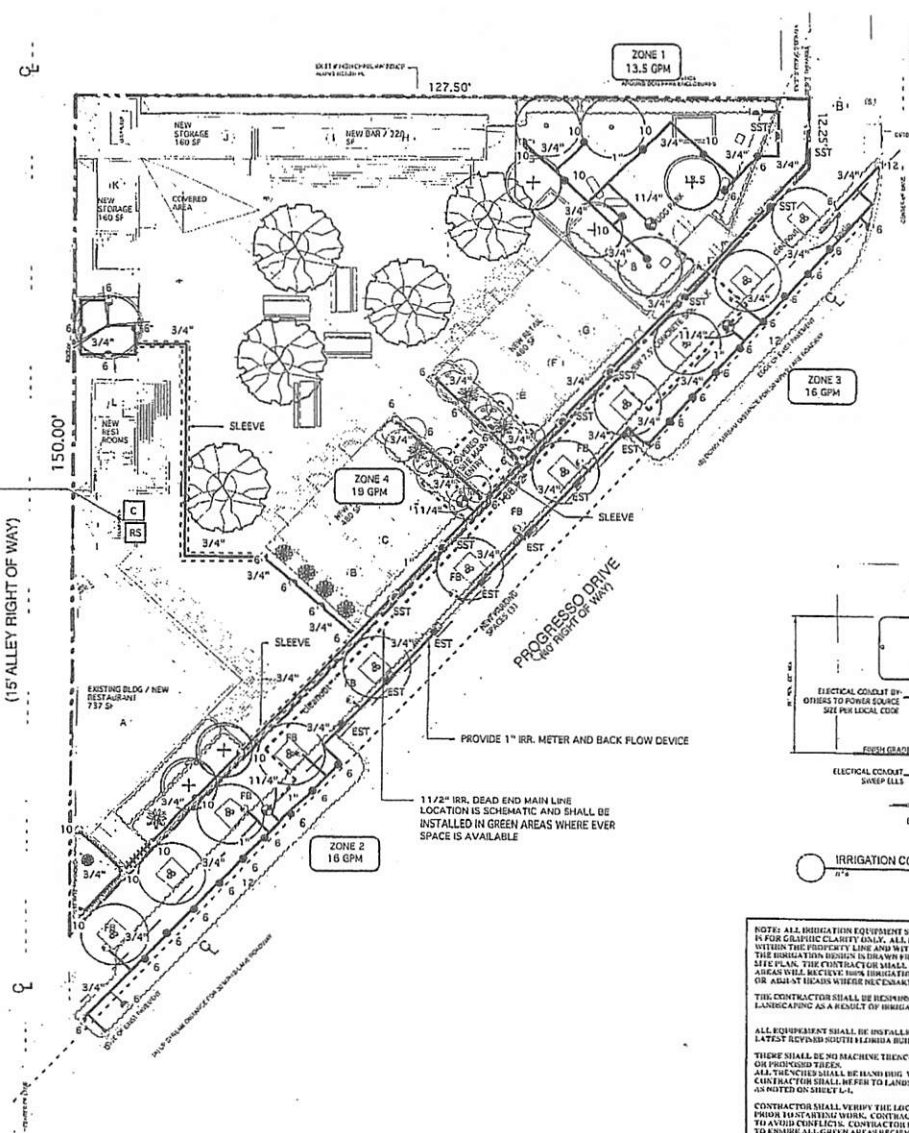
PIPE SLEEVING SCHEDULE	
PIPE SIZE	SLEEVE SIZE
1"	2"
1 1/4"	2"
1 1/2"	3"
2"	4"
2 1/2"+	6"

- C** IRRIGATION CONTROLLER MOUNT TO EXTERIOR WALL IN ACCESSIBLE AREA
- RS** RAIN SENSOR MOUNT CLEAR OF OVERHAND CANOPY



IRRIGATION SYSTEM TIME SCHEDULES	
SYSTEM 1	TOTAL ZONES - 4
0000 HRS. ZONES - 3	RUN TIMES - 20 MIN. PER ZONE ON HIGH WIND. FRI.
TOTAL RUN TIME PER DAY - 1:10	EVENING RUN TIMES - 3
RUN TIMES - 20 MIN. PER ZONE ON TUES. THURS. SAT.	TOTAL RUN TIME PER DAY - 1:10

NOTE: NEVER LANDSCAPE MATERIALS WILL NEED ONLY WATERING FOR A PERIOD OF 3 WEEKS OR UNTIL ESTABLISHED. ONCE MATERIAL IS ESTABLISHED WATERING SHALL BE REDUCED TO 2-3 DAYS A WEEK DURING STABLE WEATHER CONDITIONS. IRRIGATION ZONE RUN TIMES ARE FLEXIBLE DEPENDING ON THE SEASON OF YEAR AND PRECIPITATION RATES. ZONE TIMES SHALL BE ADJUSTED PROPORTIONALLY TO COMPENSATE FOR NATURAL EVENTS SUCH AS HEAVY RAIN, HIGH WIND AND DROUGHT. IRRIGATION SHOULD NOT BE RUN DURING PERIODS OF HEAVY RAIN, HIGH WINDS OR IN CASES OF EXTREME DROUGHT. IRRIGATION ZONES SHOULD BE RUN BETWEEN THE HOURS OF 3:00 AM AND 7:00 AM. IRRIGATION ZONES SHOULD NOT BE RUN DURING HIS DAY ON EVENING HOURS.



NOTE: ALL IRRIGATION EQUIPMENT SHOWN OUTSIDE OF PROPERTY LINE OR ON GREEN AREA IS FOR CLARIFICATION ONLY. ALL EQUIPMENT SHALL BE INSTALLED WITHIN THE PROPERTY LINE AND WITHIN GREEN AREAS WHEREVER POSSIBLE. THE IRRIGATION DESIGN IS DRAWN FROM THE INFORMATION SUPPLIED FROM THE SITE PLAN. THE CONTRACTOR SHALL BE RESPONSIBLE TO ENSURE ALL LANDSCAPED AREAS WILL RECEIVE IRRIGATION COVERAGE WITH 10% OVERLAY. CONTRACTOR MAY ADD OR ADJUST HEADS WHERE NECESSARY TO ENSURE COVERAGE.

THE CONTRACTOR SHALL BE RESPONSIBLE TO REPAIR ANY DAMAGES DONE TO THE LANDSCAPING AS A RESULT OF IRRIGATION INSTALLATION TO EQUAL OR BETTER CONDITION.

ALL EQUIPMENT SHALL BE INSTALLED PER THE LATEST SOUTH FLORIDA BUILDING CODE APPENDIX F.

THERE SHALL BE NO MACHINE TRACING WITHIN THE BOUNDARY OF EXISTING OR PROPOSED TREES.

ALL TRENCHESS SHALL BE HAND DUG WITHIN THESE AREAS.

CONTRACTOR SHALL REFER TO LANDSCAPE PLAN FOR PROPOSED MATERIALS AS NOTED ON SHEET 1.

CONTRACTOR SHALL VERIFY THE LOCATION OF EXISTING OR PROPOSED UTILITIES PRIOR TO ANY TRENCHING. CONTRACTOR SHALL ADJUST EQUIPMENT WHERE NECESSARY TO AVOID CONFLICTS. CONTRACTOR SHALL SITE AND NOT ADD OR REMOVE IRRIGATION HEADS TO ENSURE ALL GREEN AREAS RECEIVE 10% OVERLAY WITH 10% OVERLAY OF SITE CONDITIONS WITHIN THE PLAN.

IRRIGATION HEADS INSTALLED IN TALL SHRUB BEDS AND BECK PLANTERS SHALL BE PLACED ON SIDES. SEE DETAIL. WHEEL TRUCK SHALL BE PAINTED BLACK AND ONLY BE AS FULL AS NECESSARY TO ENSURE PROPER COVERAGE.

ALL NEW EQUIPMENT SHALL BE SPECIFIED AS NOTED ON SHEET 10.

REVISIONS:

SHEET TITLE:
IRRIGATION PLAN

PROJECT:
PROPOSED SITE DEVELOPMENT FOR PROGRESS PARK

SCALE: 1"=10'

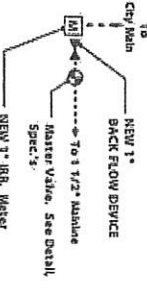
DATE DRAWN: 1/21/11

SHEET NO: 10

IR-

LEGEND		PIPE SIZING SCHEDULE	
+	VALVE	PIPE SIZE	SLEEVE SIZE
⊕	SPRAY, 360°	1"	2"
⊙	SPRAY, 180°	1 1/2"	3"
⊖	SPRAY, 90°	1 1/2"	4"
⊘	SIDE STRAP	2"	4"
10	10" NOZZLE	2 1/2" +	6"
8	8" NOZZLE		
6V	6" NOZZLE		
4V	4" NOZZLE		

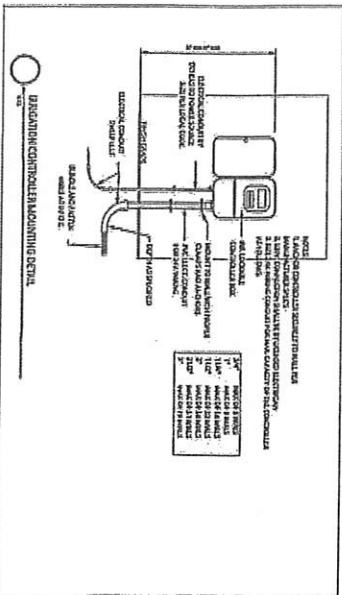
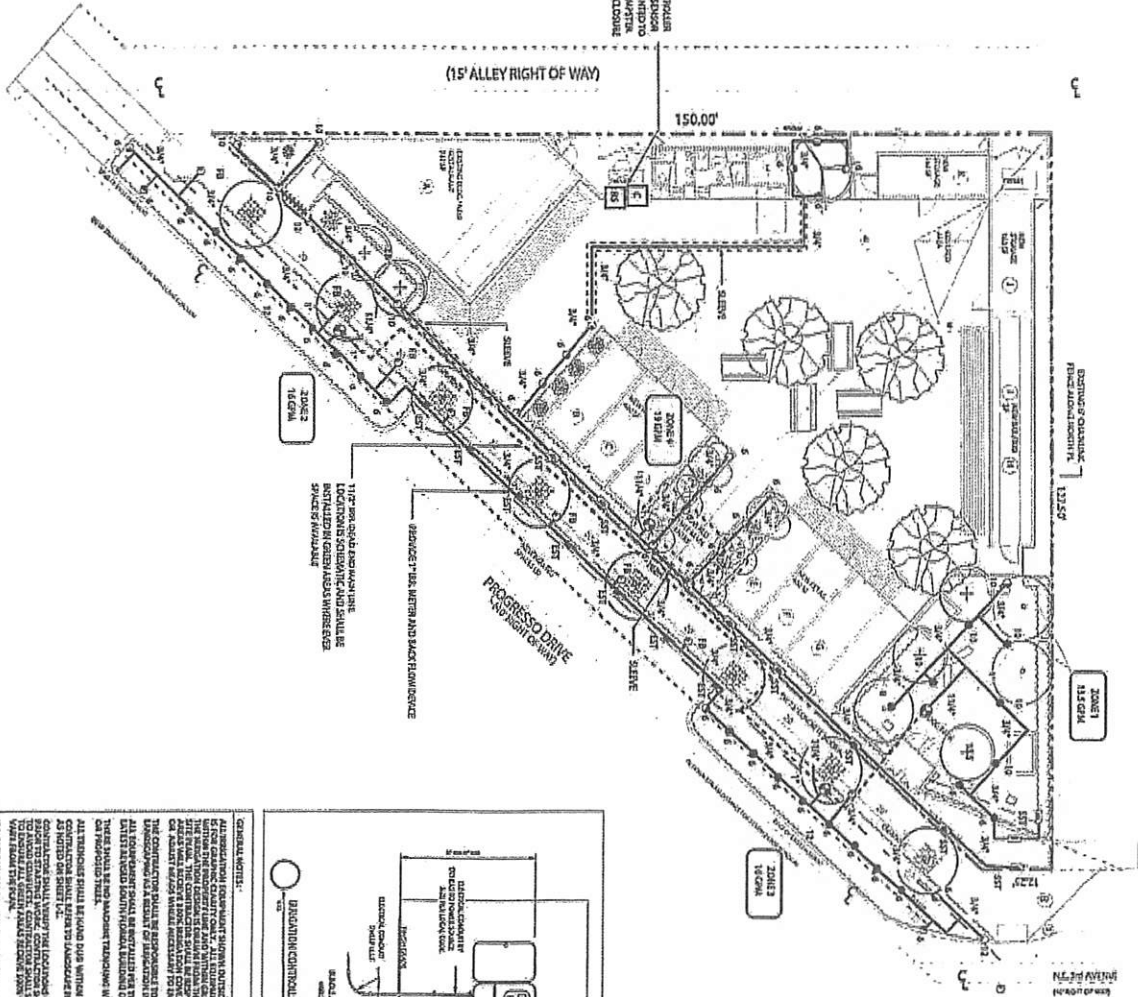
IR CONTROLER AND MONITORING WORK OF ELECTRICAL ENCLOSURE



INSTALLATION SHALL BE IN ACCORDANCE WITH MANUFACTURER'S AS WELL AS ALL APPLICABLE SPECIFICATIONS.

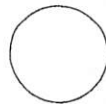
INSTALLATION SYSTEM TYPICAL SCHEDULES

NOTE: ALL SCHEDULES ARE SUBJECT TO CHANGE WITHOUT NOTICE AND SHALL BE SUBJECT TO THE APPROVAL OF THE ENGINEER. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.



GENERAL NOTES:

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.



ARCHITECT:
ERIC CHANCELLOR
CHANCELLOR DESIGN GROUP
1921 GUNN RD.
WINTER PARK, FL 32792
850.300.2600

PROGRESSO PARK

PROGRESSO PARK

825 & 833 PROGRESSO DRIVE,
FORT LAUDERDALE, FL 33304

PROGRESSO PARK

825 & 833 PROGRESSO DRIVE,
FORT LAUDERDALE, FL 33304

NO.	DATE	DESCRIPTION
1.	10-20-21	R.S.C.
2.	04-29-22	R.S.C.
3.	04-22-22	CLASH

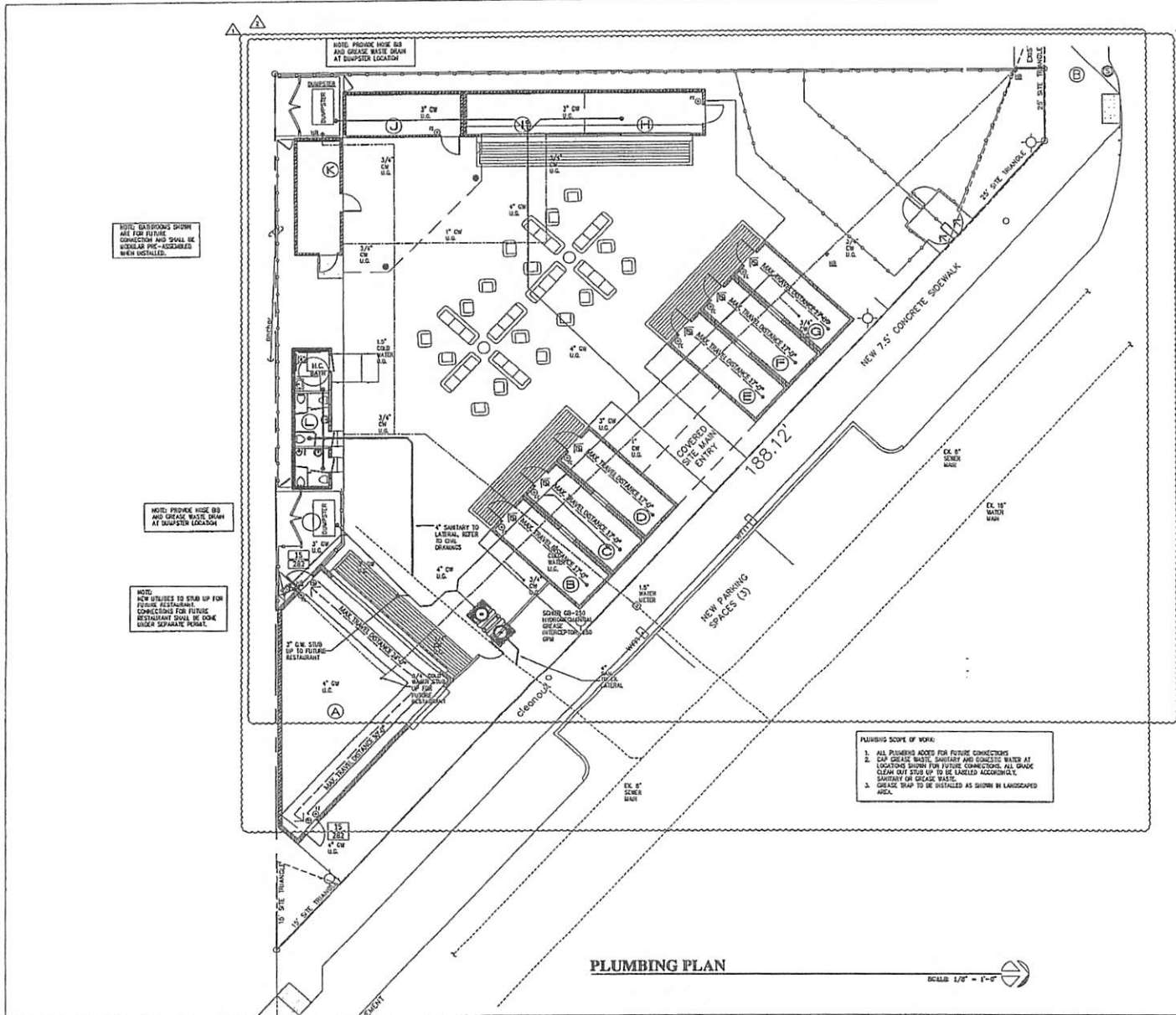
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UNAUTHORIZED USE IS PROHIBITED

DATE: 10/20/21
DRAWN BY: TSD
SCALE: AS SHOWN

DATE: 10/20/21

P-1

CONSTRUCTION PERMIT



NOTE: GASBOONS SHOWN ARE FOR FUTURE CONNECTION AND SHALL BE INSTALLED PRE-ASSEMBLED WHEN INSTALLED.

NOTE: PROVIDE HOSE BS AND GREASE WASTE DRAIN AT DUMPSTER LOCATION

NOTE: NEW STRIPES TO STAB UP FOR FUTURE RESTAURANT CONNECTIONS FOR FUTURE RESTAURANT SHALL BE DONE UNDER SEPARATE PERMIT

PERMITTED SCOPE OF WORK:

1. ALL PERMITTED ACCESS FOR FUTURE CONNECTIONS
2. CAP GREASE WASTE, SANITARY AND CONDENSATE WATER AT LOCATIONS SHOWN FOR FUTURE CONNECTIONS. ALL GRADE CLEAN OUT STUBS UP TO BE LABELED ACCORDINGLY, SANITARY OR GREASE WASTE.
3. GREASE TRAP TO BE INSTALLED AS SHOWN IN LANDSCAPED AREA.

PLUMBING PLAN

SCALE: 1/8" = 1'-0"

Richard Corbett
Digitally signed by Richard Corbett
Date: 2022.04.27 10:32:56 -04'00'

IN THE CITY OF FORT LAUDERDALE, FLORIDA, I, RICHARD CORBETT, DO hereby certify that I am the duly authorized and duly qualified signatory of the above described documents, and that the same were signed by me on the date and at the place indicated herein. My commission expires on the date indicated herein.

RICHARD CORBETT
100 N. GUNN RD., SUITE 100
FORT LAUDERDALE, FL 33304
PH: 954.473.1111
WWW.RICHARDCORBETT.COM

REGISTERED PROFESSIONAL ENGINEER
NO. 75518
STATE OF FLORIDA
EXPIRES 12/31/2024

PROJECT No. 21040.00

PLUMBING SPECIFICATIONS:

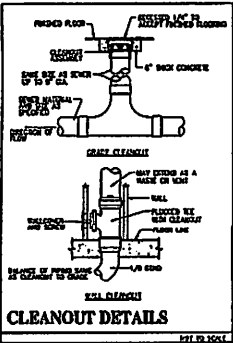
- ALL WORK SHALL BE DONE IN ACCORDANCE WITH FLORIDA PLUMBING CODE FOR EXISTING (REAR) AND ALL CODES ADOPTED BY IT.
- BEFORE TO COMMENCE CONSTRUCTION SHALL OBTAIN SEVERAL COPIES FOR ALL MATERIALS AND EQUIPMENT TO DETERMINE OF RECORD FOR APPROVAL.
- PLUMBING CONTRACTOR SHALL OBTAIN A WRITTEN COMMITMENT FROM ALL PERMITS FROM CITY ENGINEER'S OFFICE OF MAXIMUM AND MINIMUM, AND FOR A PERIOD OF ONE YEAR FROM DATE OF PERMITS, INCLUDING PERMITS AND COPIES, ALL WORK SHALL BE COMPLETED AT HIS EXPENSE IN THE CITY.
- MINIMUM SHALL BE AS FOLLOWS:
 - DOMESTIC WATER PIPING - TYPE 1/2 COPPER
 - SANITARY WATER PIPING - 1/2" GALV. STEEL
 - CONDENSATE DRAINAGE PIPING - 1/2" GALV. STEEL
 - VENTS - BRASS OR COPPER OR GALV. AND PAINTED AT 1/2" PER
 - HANGERS - COPPER SHALL BE SUPPORTED EVERY 8'-0" MAX. AND AT THE BASE OF EACH STORY LESS THAN 12' MAX. AND AT THE BASE OF EACH STORY FOR PIPES GREATER THAN 2" AND AT EACH HALF STORY FOR PIPES UP TO 1 1/2".
- NOT USED
- NOT USED
- ALL PLUMBING REQUIRED SHALL BE WATER TIGHT FOR CODE. TWO TABLE SHALL TYPE, COLOR AND TRIM TO BE SELECTED BY OWNER.
- NOT USED

- NOT USED
- PERFORM FOLLOWING TESTS:
 - WATER PIPING SHALL BE SUBJECT TO 100 PSI HYDROSTATIC PRESSURE FOR A PERIOD OF ONE HOUR TO CHECK THE WHOLE SYSTEM BUT NOT LESS THAN 24 HOURS.
 - CONDENSATE PIPING - THE CHECK OF THE PIPING SHALL BE CHECKED AND THE SYSTEM SHALL BE TESTED IN EACH BRANCH SHALL BE TESTED UNTIL SUFFICIENT TO BRANCH AND TRIMMER LEVEL, SUFFICIENT CONDENSATE, CONDENSATE RESISTANCE BY ABOVE TEST.
 - CONTRACTOR SHALL PROVIDE DETAILED A WRITTEN LETTER THAT THE PLUMBING SYSTEM HAS PASSED ALL TESTS.
- STRENGTH TESTS SHALL BE IN ACCORDANCE WITH 8 LBS OF CONDENSATE LINE TO EACH HOUR CHANGE OF BRANCH, BEHIND THE INSULATION PIPES FOR 24 HOURS AND FLUSH THROUGHOUT THE SYSTEM WHEN BEFORE PLACED IN SERVICE.
- COMPLETE SYSTEM SERVICE AND EQUIPMENT SHALL BE CHECK AN IN-SERVICE TEST AFTER COMPLETION OF INSTALLATION.
- PLUMBING REQUIRED PLUMBING TO ROOMS CONTRACTOR FOR PIPES PENETRATING THE ROOF.
- PLUMBING CONTRACTOR AND MASONRY CONTRACTOR SHALL BE RESPONSIBLE FOR ALL PLUMBING PENETRATING ROOF. ALL PIPES PENETRATION SHALL BE CONSIDERED WITH TERRAZZO, CEMENTS PRIOR TO ROOFING.
- NO APPLICABLE SHALL BE ONLY APPROVED MEANS OF CONTROLLING WATER PIPING.

HANGER SPACING

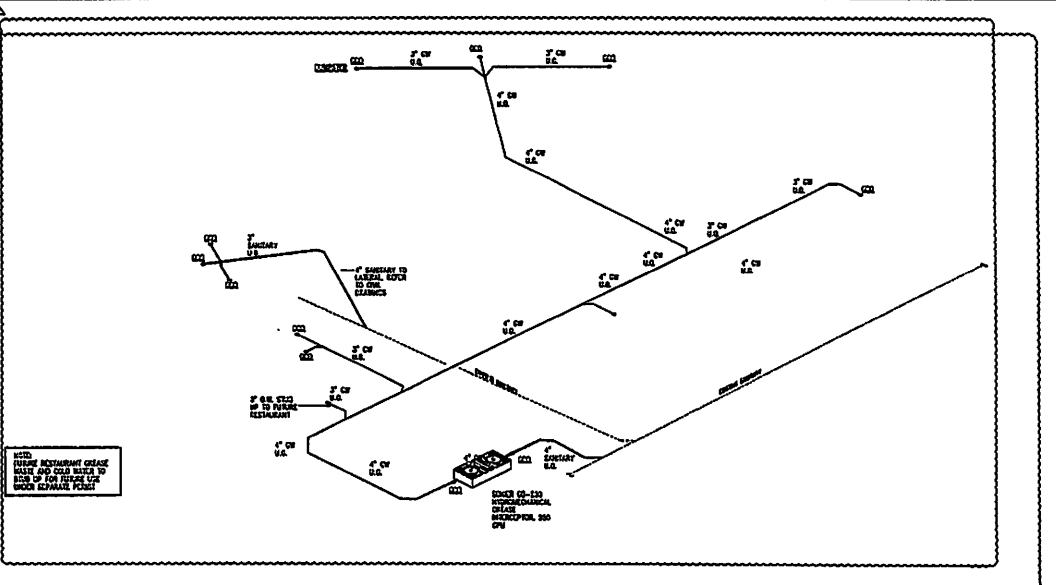
PIPE DIAMETER	MINIMUM HORIZONTAL SPACING	MINIMUM VERTICAL SPACING
CAST IRON	1' 0"	12"
COPPER PIPE	12"	12"
COPPER TUBING 1 1/4" AND LESS	8"	12"
COPPER TUBING 1 1/2" AND OVER	12"	12"
PVC PIPE	8"	12" (3)
STEEL PIPE	12"	12"

SPACING SHALL BE UP TO 1/2" LONGER ARE INSTALLED
 - NO SPACING SHALL BE UP TO 1/2" LONGER

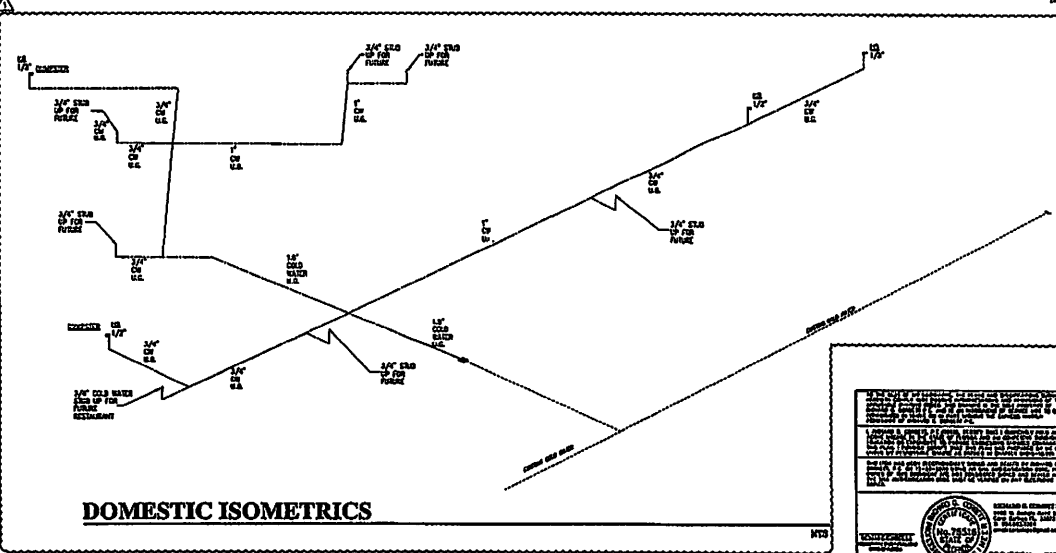


SYMBOL LEGEND

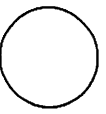
SYMBOL	DESCRIPTION
—	DRY CLEAN OUT
—	PAT RELAY VALVE
—	WATER TIGHT IN BRANCH
—	PVC TUBING DOWN
—	PVC TUBING UP
—	WASH
—	WASH AND
—	WALL WATER SANITARY (OTHER CODES FOR SIZE)
—	WALL CLEAN OUT
—	WALLS METER
—	FLOOR CLEAN OUT
—	COLD WATER PIPING
—	HOT WATER PIPING
—	SANITARY WASTE PIPING
—	CONDENSATE DRAIN PIPING
—	WASH PIPING
—	PVC DRAIN PIPING
—	PAT
—	PAT RELAY VALVE



SANITARY ISOMETRICS



DOMESTIC ISOMETRICS



ARCHITECT:
 ERIC CHANCELLOR
 CHANCELLOR DESIGN GROUP
 1821 GLEN RD.
 WESTER PARK, FL 32792
 850.583.2620

PROGRESS PARK

PROGRESS PARK
 825 & 833 PROGRESS DRIVE,
 FORT LAUDERDALE, FL 33304

PROGRESS PARK
 825 & 833 PROGRESS DRIVE,
 FORT LAUDERDALE, FL 33304

NO.	DATE	DESCRIPTION
1	11-20-21	S.S.C.
2	03-20-22	S.S.C.
3	04-22-22	COORD.

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 CHANCELLOR DESIGN GROUP

DATE: _____

SCALE: AS SHOWN

PROJECT NO. 210400

CONSTRUCTION PERMIT

EROSION AND SEDIMENT CONTROL NOTES

1. THE CONTRACTOR IS RESPONSIBLE FOR FOLLOWING THE BEST EROSION AND SEDIMENT CONTROL PRACTICES AS OUTLINED IN THE PLANS, SPECIFICATIONS AND APPLICABLE WATER MANAGEMENT DISTRICT PERMIT(S) FOR THIS PROJECT.

2. FOR ADDITIONAL INFORMATION ON SEDIMENT AND EROSION CONTROL REFER TO "THE STATE OF FLORIDA EROSION AND SEDIMENT CONTROL DESIGNER AND REVIEWERS MANUAL" FROM THE STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL REGULATION (FDER).

3. THIS PLAN INDICATES THE MINIMUM EROSION AND SEDIMENT CONTROL MEASURES REQUIRED FOR THIS PROJECT THE CONTRACTOR IS RESPONSIBLE FOR MEETING ALL APPLICABLE RULES, REGULATIONS AND WATER QUALITY GUIDELINES AND MAY NEED TO INSTALL ADDITIONAL CONTROLS.

4. ALL EXCAVATIONS AND EARTHWORK SHALL BE DONE IN A MANNER TO MINIMIZE WATER TURBIDITY AND POLLUTION. DISCHARGE SHALL BE CONTROLLED AND REROUTED THROUGH FILTERS, SILTATION DIAPERS AND SUMPS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PREVENTION, CORRECTION, CONTROL AND ABATEMENT OF EROSION AND WATER POLLUTION IN ACCORDANCE WITH CHAPTER 62-302, FLORIDA ADMINISTRATIVE CODE.

5. THE CONTRACTOR SHALL PAY FOR ANY WATER QUALITY CONTROL VIOLATIONS FROM ANY AGENCY THAT RESULTS IN FINES BEING ASSESSED TO THE OWNER BECAUSE OF THE CONTRACTOR'S FAILURE TO ELIMINATE TURBID RUNOFF FROM LEAVING THE SITE AND RAISING BACKGROUND LEVELS ABOVE EXISTING BACKGROUND LEVEL.

6. THE SITE CONTRACTOR IS RESPONSIBLE FOR REMOVING THE TEMPORARY EROSION AND SEDIMENT CONTROL DEVICES AFTER COMPLETION OF CONSTRUCTION AND ONLY WHEN AREAS HAVE BEEN STABILIZED.

7. ADDITIONAL PROTECTION - ON-SITE PROTECTION MUST BE PROVIDED THAT WILL NOT PERMIT SILT TO LEAVE THE PROJECT CONFINES DO TO UNFORSEEN CONDITIONS OR ACCIDENTS.

8. SILT FENCES SHALL BE USED ALONG THE PROPERTY LINES TO MINIMIZE OFFSITE SILTATION MITIGATION.

9. SILT FENCES SHALL BE INSPECTED IMMEDIATELY AFTER EACH RAINFALL AND AT LEAST DAILY DURING PROLONGED RAINFALL. ANY REQUIRED REPAIRS SHALL BE MADE IMMEDIATELY.

10. SHOULD THE FABRIC ON A SILT FENCE DECOMPOSE OR BECOME INEFFECTIVE PRIOR TO THE END OF THE EXPECTED USABLE LIFE AND THE BARRIER IS STILL NECESSARY, THE FABRIC SHALL BE REPLACED PROMPTLY.

11. FILTER FABRIC SHALL BE INSTALLED UNDER INLET GRATES AND EXTEND A MINIMUM OF 1 FOOT BEYOND EACH SIDE OF THE INLET STRUCTURE. IF MORE THAN ONE STRIP OF FABRIC IS NECESSARY, THE STRIPS SHALL BE OVERLAPPED 1 FOOT.

12. SEDIMENT DEPOSITS SHOULD BE REMOVED AFTER EACH RAINFALL AND AS NEEDED.

13. ANY DISCHARGE FROM DEWATERING ACTIVITY SHALL BE FILTERED AND CONVEYED TO THE OUTFALL IN A MANNER WHICH PREVENTS EROSION AND TRANSPORTATION OF SUSPENDED SOLIDS TO THE RECEIVING OUTFALL.

14. DEWATERING PUMPS SHALL NOT EXCEED THE CAPACITY OF THAT WHICH REQUIRES A CONSUMPTIVE USE PERMIT FROM THE APPLICABLE WATER MANAGEMENT DISTRICT.

15. ALL DISTURBED AREAS SHALL BE GRASSED, FERTILIZED, MULCHED AND MAINTAINED UNTIL A PERMANENT VEGETATIVE COVER IS ESTABLISHED.

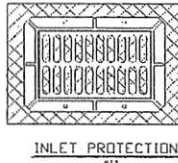
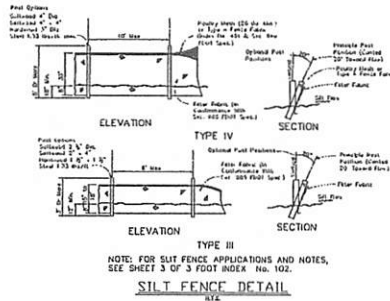
16. SOD SHALL BE PLACED IN AREAS WHICH MAY REQUIRE IMMEDIATE EROSION PROTECTION TO ENSURE WATER QUALITY STANDARDS ARE MAINTAINED.

17. ANY SEDIMENT DEPOSITS REMAINING IN PLACE AFTER BARRIER ARE NO LONGER REQUIRED SHALL BE DRESSED TO CONFORM TO THE EXISTING GRADE, PREPARED AND SEEDED.

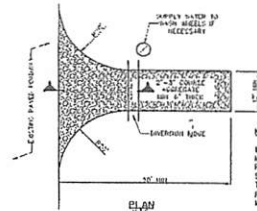
18. CONTRACTOR SHALL INSURE THAT ALL DRAINAGE STRUCTURES, PIPES, ETC. ARE CLEANED OUT AND WORKING PROPERLY AT TIME OF ACCEPTANCE.

19. FLOATING TURBIDITY BARRIERS WILL BE PLACED OFF SET FROM THE SEAWALL ADJACENT TO THE PROPERTY. IF SEAGRASSES ARE PRESENT BARRIERS WILL NOT BE PLACED OVER THEM. THE FLOATING TURBIDITY BARRIERS SHALL ALSO BE INSTALLED IN A MANNER TO PREVENT MANATEE ENTANGLEMENT.

20. ALL DEATERING, EROSION, AND SEDIMENT CONTROL SHALL REMAIN IN PLACE UNTIL AFTER COMPLETION OF CONSTRUCTION AND SHALL BE REMOVED WHEN AREAS HAVE BEEN STABILIZED.

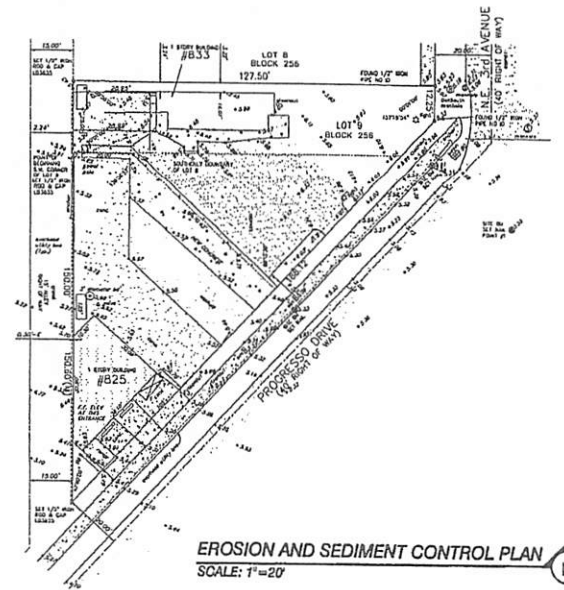
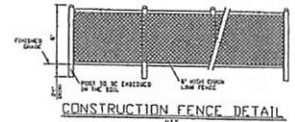


NOTE: INSTALL FILTER FABRIC UNDER ALL GRATES TO PREVENT SILT AND CONSTRUCTION DEBRIS FROM ENTERING THE SYSTEM.



NOTES:

1. THE ENTRANCE SHALL BE MAINTAINED IN A CONDITION THAT WILL PREVENT TRACKING OR FLOWING OF SEDIMENT ONTO PUBLIC RIGHT-OF-WAY. THIS MAY REQUIRE TOP DRESSING, REPAIR AND/OR CLEANOUT OF ANY MEASURES USED TO TRAP SEDIMENT.
2. WHEN NECESSARY, WHEELS SHALL BE CLEANED PRIOR TO ENTRANCE ONTO PUBLIC RIGHT-OF-WAY.
3. WHEN WASHING IS REQUIRED, IT SHALL BE DONE ON AN AREA STABILIZED WITH CRUSHED STONE THAT DRAINS INTO AN APPROVED SEDIMENT TRAP OR SEDIMENT BASIN.



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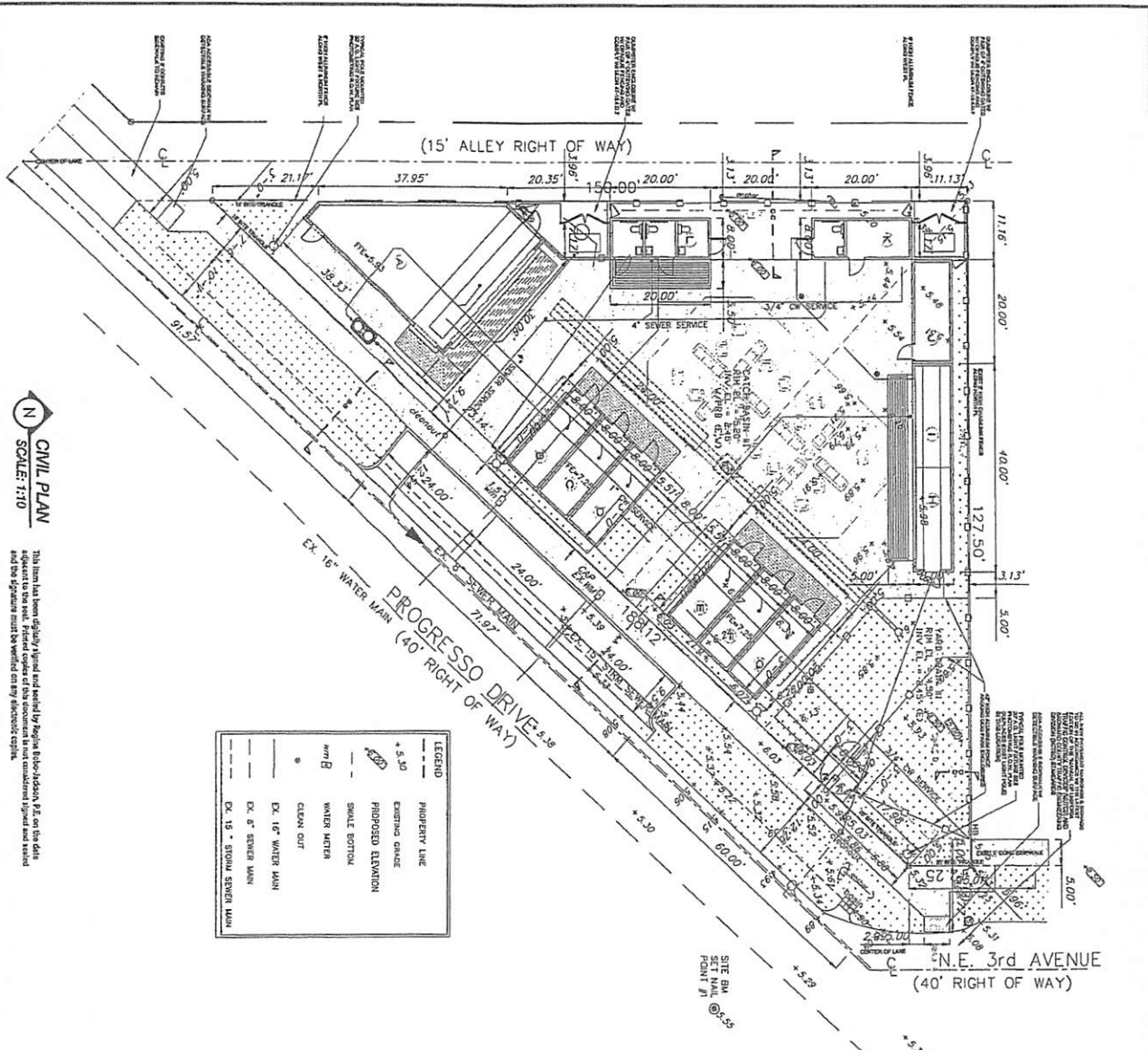
PROGRESSO PARK
825 & 833 PROGRESSO DRIVE
CORTEZ, FLORIDA 32909

NO.	DATE	REVISIONS

SEE PROJECT SHEET 20
DATE: 02-15-2023
SCALE: AS SHOWN
DRAWN BY: R.B.J.
CHECKED BY: R.B.J.
APPROVED BY: R.B.J.

SHEET NO. 20
**EROSION
SEDIMENT
CONTROL
PLAN**

C1 of 4



CIVIL PLAN
SCALE: 1:10

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LEGEND

---	PROPERTY LINE
---	EXISTING GRADE
---	PROPOSED ELEVATION
---	SMILE BOTTOM
---	WATER MAIN
---	CLEAN OUT
---	EX. 16" WATER MAIN
---	EX. 8" SEWER MAIN
---	EX. 15" STORM SEWER MAIN

SITE CALCULATIONS:

	EXISTING	PROPOSED
BUILDING FOOTPRINTS (AT GRADE)	1,079 SQ FT	2,497 SQ FT
EXIST. PAVED SURFACES	6,810 SQ FT	0 SQ FT
NEW PAVED SURFACES	0 SQ FT	5,485 SQ FT
GREEN AREA	2,250 SQ FT	2,213 SQ FT
TOTAL AREA	10,439 SQ FT	10,439 SQ FT
TOTAL PAVEMENT AREA	2,250 SQ FT	2,213 SQ FT
TOTAL IMPERVIOUS AREA	7,885 SQ FT	7,885 SQ FT
TOTAL R/W HALF AREA	4,715 SQ FT	4,715 SQ FT
TOTAL PAVEMENT AREA	1,802 SQ FT	1,802 SQ FT
TOTAL IMPERVIOUS AREA	2,313 SQ FT	2,413 SQ FT

DEMAND TABLE

Type Demand	Type Unit	Req./Unit	No. of Units	EMCA
From Water Demand	Office	0.636	1137	0.723
From Wastewater Demand	Office	0.636	1137	0.723
From Water Demand	Restaurant	2.495	737	1.839
From Wastewater Demand	Restaurant	2.495	737	1.839
From Water Demand	Bar	1.236	320	0.396
From Wastewater Demand	Bar	1.236	320	0.396
	Retail	0.35	560	0.528

SPECIFIC NOTES:

1. ALL UTILITIES SHOWN ARE TO BE INSTALLED IN ACCORDANCE WITH THE SPECIFICATIONS OF THE CITY OF MIAMI AND THE FLORIDA DEPARTMENT OF TRANSPORTATION AND PUBLIC SAFETY (FDOT).
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF MIAMI AND THE FLORIDA DEPARTMENT OF TRANSPORTATION AND PUBLIC SAFETY (FDOT).
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF MIAMI AND THE FLORIDA DEPARTMENT OF TRANSPORTATION AND PUBLIC SAFETY (FDOT).
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10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF MIAMI AND THE FLORIDA DEPARTMENT OF TRANSPORTATION AND PUBLIC SAFETY (FDOT).

LEGAL DESCRIPTION

LOT 21, 22, AND 23, BLOCK 129, PROGRESSO, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 23, PAGE 18, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, YEAR 1 4242 51 01 7129.

GENERAL NOTES:

1. BEST SURVEY WAS PROVIDED BY ACCOUNT LAND SURVEYING, INC. (A.L.S.).
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF MIAMI AND THE FLORIDA DEPARTMENT OF TRANSPORTATION AND PUBLIC SAFETY (FDOT).
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PROGRESSO PARK
825 & 833 PROGRESSO DRIVE
FORT LAUDERDALE, FLORIDA

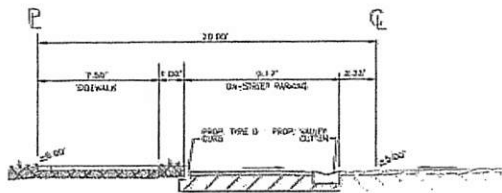
GATOR ENGINEERING ASSOCIATES, INC.
11300 TEMPLE STREET

REVISIONS

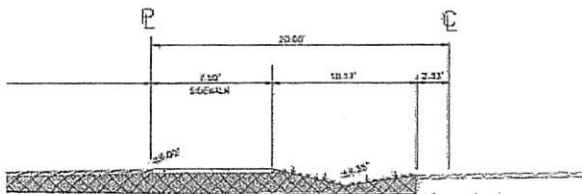
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SCALE: 1:10

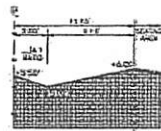
C2 of 4



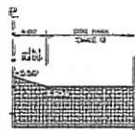
SECTION A-A
NTS



SECTION B-B
NTS

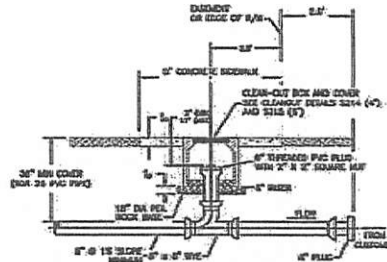


SECTION C-C
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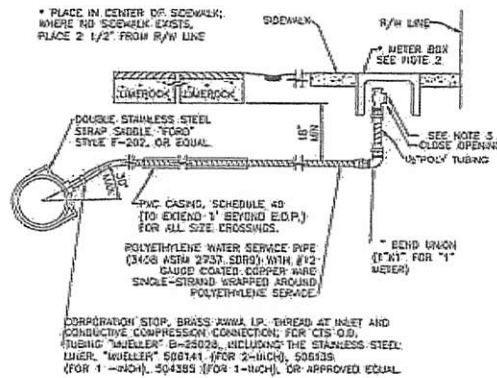
SECTION D-D
NTS

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1. THE CLEAN OUT SHALL BE INSTALLED IN THE MIDDLE OF THE SIDEWALK. THE SIDEWALK SHALL NOT DEPEND UPON THE MIDDLE OF THE SIDEWALK. SEE NOTES TO 3' SIDEWALK WORK. 2' SIDEWALKS DO NOT EXIST. THE CLEAN OUT SHALL BE INSTALLED 2' FROM THE FRONT OF THE LINE.
2. A NEW SECTION OF SIDEWALK SHALL BE POURED AROUND THE CLEAN-OUT BOX WHEN WORKING IN AN AREA WITH EXISTING SIDEWALK.
3. IN DRIVE AREA USE 24" DIA OR 24" DIAMETER CONCRETE CURBS. SEE SCHEDULES AND SEE 4 AND 5 EACH CLEAN-OUT.

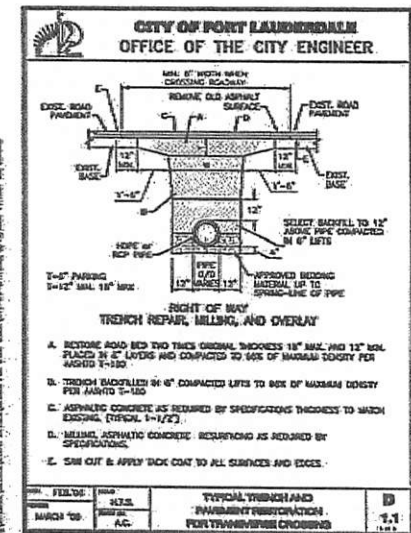
230
SANITARY SERVICE CONNECTION AT
PROPERTY LINE OR EASEMENT LINE
(PROFILE)



NOTE:

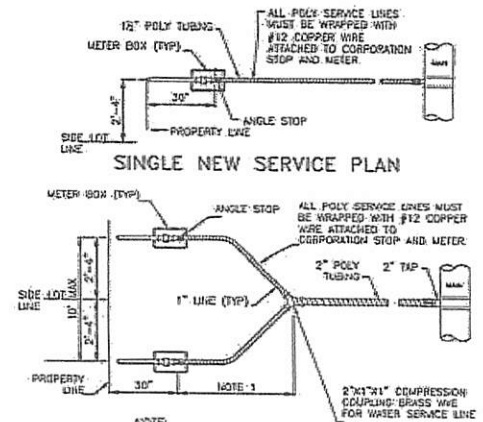
1. GROUND KEY ANGLE METER STOP CONDUCTIVE COMPRESSION FOR CTS OR TUBING. 2" METER FLANGE 180° TURN CHECK-LOCK MARK "MUELLER" #1-14277, FOR 2-INCH INCLUDING THE STAINLESS-STEEL LINER, "MUELLER" 506144 (FOR 2-INCH) OR APPROVED EQUAL, AND MUELLER 110 COMPRESSION CONNECTION.
2. METER BOXES FOR 3/8, 1/4, AND 1 INCH METERS SHALL BE THE ONE BOMIE #890-10-260282 MEDIUM BOX AND 890-10-260257 MEDIUM LID OR EQUAL.
3. CONNECT ANGLE VALVE TO EXISTING METER WHERE APPLICABLE.

TYPICAL WATER SERVICE INSTALLATION (300)



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DATE:	FIELD:	REV.:	TYPICAL TRENCH AND PARALLEL SUBSTITUTION. PORTLAND CEMENT CONCRETE CROSSING.	D
MARCH '08		AC.		1.1



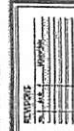
- NOTE:
1. KEEP 1/2" WYE AS CLOSE AS POSSIBLE TO METER BOX.

DOUBLE NEW SERVICE PLAN

TYPICAL WATER SERVICE (301)



REGINA BOBO-LACTON
BOBO-LACTON
JACKSONVILLE
FLORIDA
PROFESSIONAL ENGINEER
NO. 12345
STATE OF FLORIDA

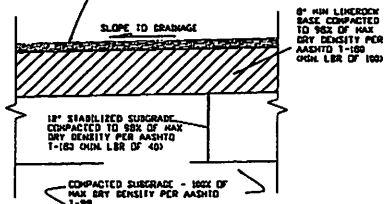


SEALED BY:
DATE: 03/08/08
SCALE: AS SHOWN
SHEET NO. 10
PROJECT NO. 080301
DRAWN BY: R.B.L.
CHECKED BY: R.B.L.
DATE: 03/08/08

DETAIL
C3

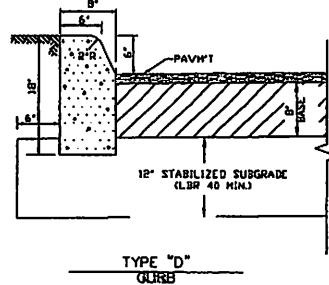
PROGRESS PARK
825 & 833 PROGRESS DRIVE

1-1/2" MIN THICKNESS TYPE S-3 ASPHALTIC CONCRETE PLACED IN C&L LIFTS. SECOND LIFT TO BE INSTALLED AFTER FINAL LANDSCAPING AND IRRIGATION INSPECTIONS.



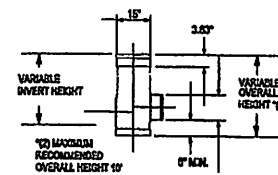
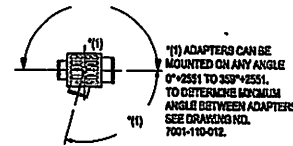
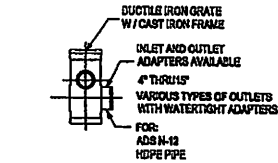
- NOTES:
1. STABILIZED SUBGRADE SHALL HAVE A MINIMUM LIME/CEMENT RATIO (LBR) OF 40 AND IS REQUIRED FOR ALL NEW PAVEMENT CONSTRUCTION. ALL STABILIZED SUBGRADE SHALL BE STRONGLY LINED FOR GRADE AND PASS ALL REQUIRED DENSITY TESTING PRIOR TO PLACEMENT OF LIME/CEMENT BASE.
 2. LIME/CEMENT BASE FOR PARKING LOTS SHALL BE A MINIMUM OF 75% CARBONATES OF CALCIUM AND MAGNESIUM.
 3. PRIME COAT SHALL BE APPLIED TO ALL FINISHED LIME/CEMENT BASE SURFACES AFTER BOARDING AND DENSITY INSPECTIONS. APPLICATION RATES AND MATERIALS SHALL BE IN ACCORDANCE WITH FOOT SPECIFICATIONS.
 4. TACK COAT SHALL BE PLACED BETWEEN SURFACE LIFTS. APPLICATION RATES AND MATERIALS SHALL BE IN ACCORDANCE WITH FOOT SPECIFICATIONS.
 5. THE FINAL PAVEMENT LIFT SHOULD NOT BE PLACED UNTIL ALL PROJECT LANDSCAPING IS IN PLACE AND THE IRRIGATION SYSTEM IS FINALED.

ASPHALTIC CONCRETE PAVEMENT DETAIL
N.T.S.

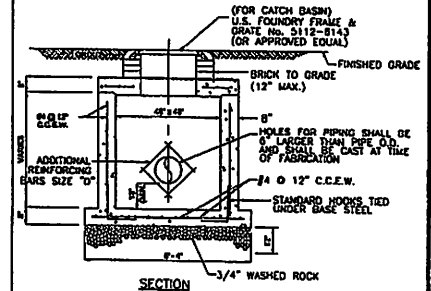


- CURB NOTES:**
1. PROVIDE 1/4" WIDE CONTRACTION JOINT A MINIMUM OF 1-1/2" DEEP AND AT 10' SPACING MAXIMUM FOR ALL CURBS.
 2. CONCRETE SHALL BE 3000 P.S.I. MIN. @ 28 DAYS.
 3. TYPE 'D' CURB FOR PARKING LOTS MAY BE INSTALLED AS 'TRENCHED' D CURB WITH EXTRUDED TOP AT THE CONTRACTOR'S OPTION. TRENCHED D CURB REQUIRES CITY TRENCH INSPECTION AND APPROVAL. EXTRUDED CURB MUST BE PLACED WITHIN 15 MINUTES OF PLACEMENT OF TRENCH CONCRETE. EXTRUDED CURB AND TRENCH CONCRETE SHALL BE MONOLITHIC.

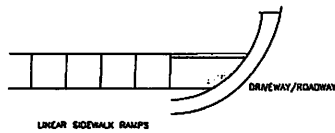
TYPE "D" CURB DETAIL
N.T.S.



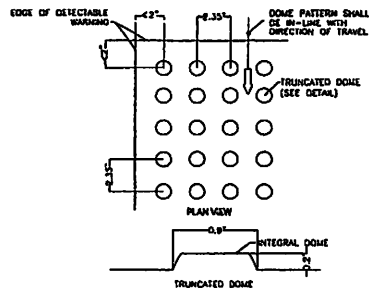
15" DRAIN BASIN
N.T.S.



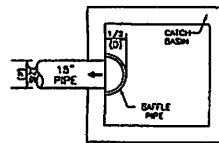
PRECAST DRAINAGE CATCH BASIN
N.T.S.



ALL SIDEWALK CURB RAMP SHALL HAVE DETECTABLE WARNING SURFACES THAT EXTENDS THE FULL WIDTH OF THE RAMP AND THE DIRECTION OF TRAVEL 36 INCHES FROM THE BACK OF CURB, PER BROWARD COUNTY BUILDING CODE.

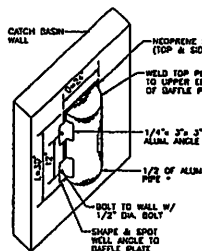


CURB RAMP DETECTABLE WARNING
N.T.S.



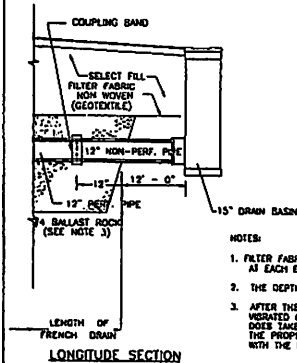
PLAN VIEW

NOTE: INSTALL BAFFLE WITH TOP PLATE 3\"/>



POLLUTION RETARDENT BAFFLE (PRB)
N.T.S.

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LONGITUDE SECTION

NOTES:

1. FILTER FABRIC PER F.D.O.T. STD. WIDTH F159 SHALL BE USED AT EACH SIDE AND ON TOP, AND AT EACH END OF TRENCH DRAIN TRENCH.
2. THE DEPTH OF THE EXFILTRATION TRENCH SHALL BE 4.20 FEET.
3. AFTER THE BALLAST ROCK HAS BEEN PLACED TO THE PROPER ELEVATION IT SHALL BE CAREFULLY VIBRATED OR COMPACTED IN ORDER TO ALLOW FOR SETTLING THAT MAY OCCUR. IF IT DOES SETTLE PLACE ADDITIONAL BALLAST ROCK TO RESTORE THE BALLAST ROCK TO THE PROPER ELEVATION SO THAT THE EXFILTRATION TRENCH CAN BE COMPLETED IN ACCORDANCE WITH THE DETAIL.

TYPICAL DETAIL - EXFILTRATION TRENCH
N.T.S.



PROGRESSO PARK
825 & 833 PROGRESSO DRIVE
DADE COUNTY, FLORIDA 33143

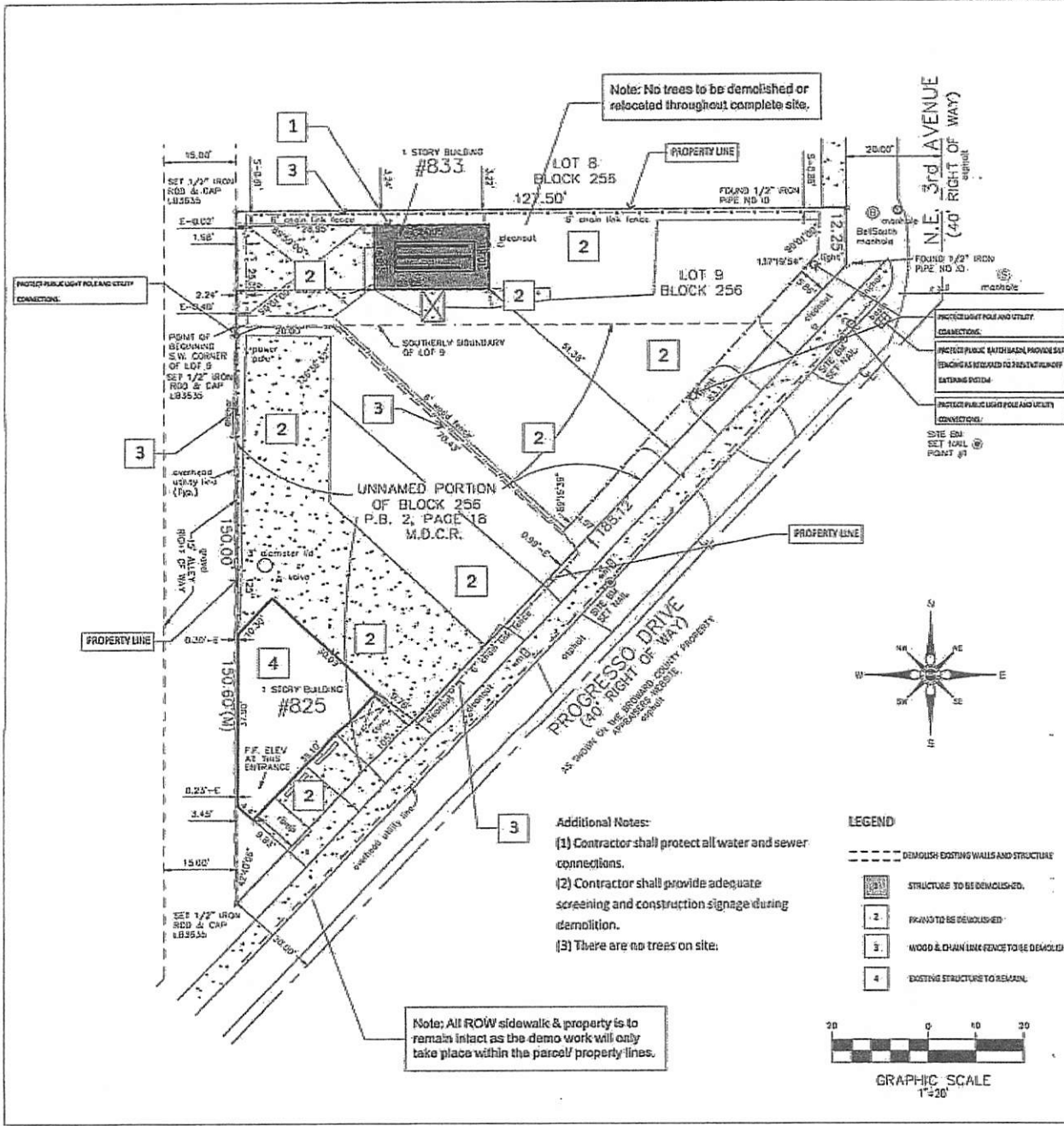


DATE: 07/20/2023
TIME: 10:00 AM
PROJECT: 23-0266
SHEET NO. 4

SHEET NO.

DETAIL

C4 of 4



CODE SUMMARY	
BUILDING INFORMATION:	
BUILDING ADDRESS:	825 & 833 PROGRESSO DRIVE, FORT LAUDERDALE, FL 33304
PARCEL ID:	454234062470 & 454334062730
EXISTING USE CODE:	27-AUTO SALES, REPAIR AND STORAGE
SITE AREA:	10,448 SF, 0.23 ACRES
ZONE:	MURAC-MIXED-MIXED USE NORTH EAST
BUILDING TO BE DEMOLISHED:	#833
BUILDING TO REMAIN:	#825
APPLICABLE CODES:	
THE BUILDING SHALL COMPLY WITH THE FOLLOWING CONSTRUCTION CODES, STANDARDS, & GUIDELINES	
CODE OF ORDINANCES OF THE CITY OF FORT LAUDERDALE, FLORIDA	
2010 FBC - BUILDINGS, 6TH EDITION	
2010 FBC - EXISTING BUILDING, 6TH EDITION	
2010 FBC - PLUMBING, 6TH EDITION	
2010 FBC - ACCESSIBILITY, 6TH EDITION	
2010 FLORIDA FIRE PREVENTION CODE	

- ### DEMOLITION GENERAL NOTES
- THE PLANS ARE DIAGRAMMATIC ONLY AND MAY NOT SHOW ALL DEMOLITION WHICH MAY BE REQUIRED. THE CONTRACTOR MUST VISIT THE SITE TO DOCUMENT ALL SITE CONDITIONS WHICH WILL BE REMOVED TO CONSTRUCT THE PROJECT AS DOCUMENTED.
 - CONTRACTOR SHALL LOCATE ALL LOAD BEARING WALLS, COLUMNS, ETC. PRIOR TO COMMENCING WORK AND SHALL PROTECT ALL STRUCTURAL ELEMENTS UNLESS NOTED OTHERWISE.
 - REFER TO MECHANICAL, ELECTRICAL, PLUMBING, AND STRUCTURAL DRAWINGS FOR ADDITIONAL DEMOLITION INFORMATION. THE CONTRACTOR IS RESPONSIBLE FOR THE REMOVAL OF ALL SUPPORTS, ACCESSORIES AND CONVEYANCES RELATED TO EQUIPMENT AND FIXTURES THAT ARE REMOVED.
 - EXISTING SURFACES SHALL BE CLEANED AND THE PATH SHALL BE PROPERLY PREPARED FOR THE INSTALLATION OF NEW EQUIPMENT. THIS IS TO BE INSTALLED AS PER MANUFACTURER'S SPECS AND GUIDELINES PRIOR TO RECEIVING NEW SCHEDULED FINISHES.
 - THE CONTRACTOR SHALL MAINTAIN ALL EXISTING EXIT WAYS AND SHALL NOT BLOCK ANY EXIT PATHS. IF AN EXIT PATH MUST BE BLOCKED, AN ALTERNATIVE MEANS OF EGRESS SHALL BE PROVIDED AS APPROVED BY THE LOCAL GOVERNING AUTHORITIES HAVING JURISDICTION OVER THE PROJECT.
 - THE ARCHITECT ASSUMES NO RESPONSIBILITY FOR THE DETECTION OR REMOVAL OF ANY HAZARDOUS MATERIAL INCLUDING BUT NOT LIMITED TO ASBESTOS IN ANY FORM. PARTIES RESPONSIBLE FOR DEMOLITION SHALL NOTIFY THE OWNER IMMEDIATELY OF ANY SUSPECTED MATERIALS. ALL FEES SHALL BE PAID FOR BY THE GENERAL CONTRACTOR OF RECORD.
 - AFTER DEMOLITION AND BEFORE THE START OF CONSTRUCTION, THE CONTRACTOR IS TO VERIFY ALL DIMENSIONS AND IMMEDIATELY ALERT THE ARCHITECT OF ANY DISCREPANCIES BETWEEN THE PLANS AND EXISTING FIELD CONDITIONS.
 - UNLESS OTHERWISE NOTED, THE MATERIALS AND WORKMANSHIP REQUIRED IN SUCH REPAIR WORK SHALL CONFORM IN ALL RESPECTS TO THAT OF THE EXISTING SURFACES.
 - SURFACES, SUCH AS PLASTER, DRYWALL, MASONRY, CONCRETE, ETC., SHALL BE PATCHED WITH SUFFICIENT ACCURACY SO THAT WHEN FINISHES ARE APPLIED, THE JUNCTURE BETWEEN EXISTING AND REPAIRED SURFACES SHALL BE INDISTINGUISHABLE.
 - FINISHES, INCLUDING PAINTS, CERAMIC TILES, TILE CEILINGS, VINYL WALL FABRICS, VINYL COMPOSITION TILES CARPETS, ETC., SHALL NOT BE PATCHED UNLESS SUCH AVAILABLE PATCHING MATERIALS ARE TOTALLY INDISTINGUISHABLE FROM THE EXISTING. IF NOT AND UNLESS OTHERWISE NOTED, PROVIDE ALL NEW FINISHES FOR ENTIRE FLOOR, WALL, CEILING, ETC. OR PORTION OF THE SAME, IF A DISTINCT BREAK OR CHANGE OF PLANS OCCUR.
 - SALVAGED MATERIALS MAY BE USED AS A SOURCE OF MATCHING MATERIALS FOR PATCHING; WHEN APPROVED BY OWNER.
 - DURING DEMOLITION, THE CONTRACTOR SHALL MAINTAIN FREE AND SAFE PASSAGE TO AND THROUGH THE WORK AS REQUIRED. THE CONTRACTOR SHALL PROVIDE, ERECT AND MAINTAIN DUST-PROOF PARTITIONS AND/OR BARRICADES AS REQUIRED.

DE part

Registered Architect
ERIC CHANG
 DEC PARTNERS
 400 NW 7th Ave
 Fort Lauderdale
 33304-2150
 954.570.7150
 A058770

Project:
PROGRESSO PARK

825 & 833 PROGRESSO DRIVE, FORT LAUDERDALE, FL 33304

Scale:
 1" = 20'

Sheet:
A1

DATE: 10/22/2024
 DRAWN BY: J. J.
 CHECKED BY: J. J.
 DATE: 10/22/2024

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DEMOLITION

PROGRESSO PARK CONSTRUCTION PERMIT UPDATES NOVEMBER 3, 2021

OWNER/CLIENT:

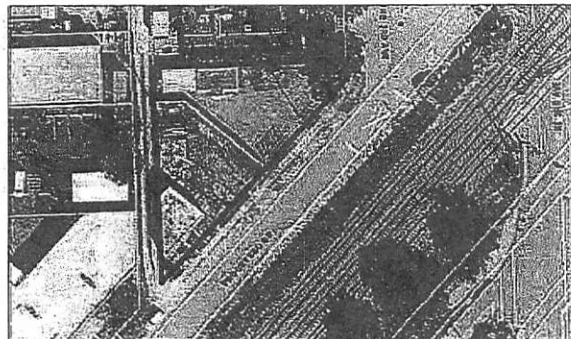
PROGRESSO PARK
C/O JAY ADAMS
825 & 833 PROGRESSO DRIVE,
FORT LAUDERDALE, FL 33304

ARCHITECT:

ERIC CHANCELLOR, AIA, NCARB
CHANCELLOR DESIGN GROUP
1921 GUNN RD.
WINTER PARK, FL 32792
850.380.2600



LOCATION MAP



AERIAL LOCATION

GENERAL NOTES

- WHERE A TYPICAL CONDITION IS DETAILED &/OR NOTED, IT SHALL BE UNDERSTOOD THAT ALL LIKE OR SIMILAR CONDITIONS SHALL BE THE SAME UNLESS SPECIFICALLY DETAILED OR NOTED OTHERWISE.
 - ALL DIMENSIONS ARE TO THE FACE OF THE STUD WALL (D/W) OR FACE OF MASONRY BRICK, CMU, UNLESS NOTED OTHERWISE. DIMENSIONS AT WALLS WITH THE FINISH ARE TO THE FACE OF SUBSTRATE.
 - DO NOT SCALE DRAWINGS. DIMENSIONS SHALL TAKE PRECEDENCE OVER SIZES SHOWN ON DRAWINGS. THE CONTRACTOR SHALL REQUEST CLARIFICATION FROM THE ARCHITECT OF ANY DIMENSIONAL REQUIREMENT AS NECESSARY FOR THE PROPER EXECUTION OF ANY AFFECTED WORK PRIOR TO THE COMMENCEMENT OF SUCH WORK.
 - THE TERM "AFFECTED WORK" AS USED IN THESE GENERAL NOTES SHALL BE DEEMED TO BE ANY REQUIREMENT OF THE CONSTRUCTION DOCUMENTS & SHALL BE FURTHER DEEMED TO INCLUDE THE PROCUREMENT OF ANY & ALL MATERIALS, TOOLS, LABOR, ETC., AS FURTHER DESCRIBED IN THE PROJECT MANUAL REQUIRED FOR THE EXECUTION OF SUCH WORK.
 - THE CONTRACTOR SHALL REPORT ANY DISCREPANCY WITHIN THE CONTRACT DOCUMENTS TO THE ARCHITECT FOR CLARIFICATION &/OR RESOLUTION PRIOR TO THE COMMENCEMENT OF ANY AFFECTED WORK. SUCH CLARIFICATION &/OR RESOLUTION SHALL BE PROVIDED BY THE ARCHITECT ACCORDING TO THE PROVISIONS OF THE PROJECT MANUAL PRIOR TO THE COMMENCEMENT OF ANY AFFECTED WORK.
 - THE CONTRACTOR SHALL VERIFY ALL EXISTING SITE, BUILDING & UTILITY CONDITIONS & SHALL REPORT ANY DISCREPANCIES BETWEEN SUCH EXISTING CONDITIONS & THE REQUIREMENTS OF THE CONTRACT DOCUMENTS TO THE ARCHITECT FOR CLARIFICATION &/OR RESOLUTION PRIOR TO THE COMMENCEMENT OF ANY AFFECTED WORK. THE ARCHITECT SHALL PROVIDE SUCH CLARIFICATION &/OR RESOLUTION PRIOR TO THE COMMENCEMENT OF ANY AFFECTED WORK.
 - THE LOCATIONS OF ALL NEW PLUMBING FIXTURES, MECHANICAL EQUIPMENT, DUCTWORK, & PIPING ARE TO BE CONSIDERED DIAGNOSTIC UNLESS SPECIFICALLY NOTED &/OR DIMENSIONED OTHERWISE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE EXACT LOCATION REQUIREMENTS FOR THE SAME & SHALL REPORT ANY CONFLICTS AFFECTING THE CONSTRUCTION DOCUMENTS TO THE ARCHITECT PRIOR TO THE COMMENCEMENT OF ANY AFFECTED WORK. THE ARCHITECT SHALL PROVIDE CLARIFICATION &/OR RESOLUTION REGARDING ANY SUCH CONFLICT ACCORDING TO THE PROVISIONS OF THE PROJECT MANUAL PRIOR TO THE COMMENCEMENT OF ANY AFFECTED WORK. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY REQUIREMENTS FOR ALL OFFSETS, BENDS, ELBOWS, &/OR OTHER COMPONENTS NOT DRAWN BUT NECESSARY FOR PROPER EXECUTION OF THE WORK, & ALL SUCH MISCELLANEOUS COMPONENTS SHALL BE DEEMED TO BE PART OF THE SCOPE OF WORK REQUIRED BY THE CONSTRUCTION DOCUMENTS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING ALL MANUFACTURERS' REQUIREMENTS FOR MECHANICAL EQUIPMENT RELATED TO POWER, WATER SUPPLY, DRAINAGES, PADS, PENETRATING WALLS &/OR FLOOR/CEILING ASSEMBLIES SHALL BE PROVIDED WITH ALL NECESSARY FRAMES, BRACING, & ACOUSTICAL SEALANT AROUND SUCH OPENINGS. SEE MECHANICAL DRAWINGS & SPECIFICATIONS.
 - THE CONTRACTOR SHALL PROVIDE & INSTALL ALL STIFFENERS, BRACINGS, BLOCCING, BACK-UP BRATES, & SUPPORTING BRACKETS NOT DRAWN OR SPECIFIED BUT REQUIRED FOR THE PROPER INSTALLATION OF ALL CASEWORK & SHELVING; TOILET & BATH ACCESSORIES, HAND & GUARD RAILS, & OTHER FIXTURES.
- DEFINITIONS:**
EXTERIOR RESTORATION DEFINITIONS
- NEW** - PROVIDE MATERIAL WHICH MATCHES ORIGINAL MATERIAL IN ALL RESPECTS. USE MATERIAL WITH PERFORMANCE CHARACTERISTICS THAT ARE EQUAL OR SUPERIOR TO THAT OF THE ORIGINAL MATERIAL.
- REPAIR** - RETURN ENTIRE ASSEMBLY TO SOUND CONDITION. MATCH ORIGINAL PROFILES UNLESS NOTED OTHERWISE. INCLUDE ASSOCIATED MATERIALS WHETHER OR NOT EXPOSED TO VIEW AS PART OF THE COMPLETED WORK.
- REPLACE** - REMOVE EXISTING AND INSTALL NEW MATERIAL IN SUCH A MANNER AS TO INSURE STRUCTURAL AND VISUAL INTEGRITY OF THE ENTIRE AREA.
- RESTORE** - RETURN TO ORIGINAL FORM AND CONDITION.

DRAWING LIST

GENERAL	
A000	COVER
A010	CODE REVIEW & LIFE SAFETY SHEET/ SITE PLAN
L100	LANDSCAPE PLAN
L-2	EXISTING TREE DISPOSITION PLAN
L-3	LANDSCAPE DETAILS & SPECIFICATIONS
R-1	IRRIGATION PLAN
R-2	IRRIGATION DETAILS & SPECIFICATIONS

SYMBOLS

REMOVE EXISTING WALL ASSEMBLY OF EQUIPMENT	
REMOVE EXISTING DOOR AND FRAME	
EXISTING WALL CONSTRUCTION	
NEW PARTITION AS PER SCHEDULE	
NEW MASONRY AS PER SCHEDULE	
CEILING HEIGHT & TYPE	
DOOR NUMBER	
WINDOW TYPE LABEL	
WINDOW TYPE	
WINDOW NUMBER	
STOREFRONT TYPE LABEL	
STOREFRONT TYPE	
STOREFRONT NUMBER	
ROOM LABEL	
ROOM NAME	
ROOM NUMBER	
WALL TYPE	
REVISION KEY	
KEYNOTE	
DEMO KEYNOTE	
APPLY KEYNOTE TO ALL CONDITIONS THAT APPLY BETWEEN ARCH/HEADS	



ARCHITECT
ERIC CHANCELLOR
CHANCELLOR DESIGN GROUP
1921 GUNN RD.
WINTER PARK, FL 32792
850.380.2600

PROGRESSO PARK

PROGRESSO

825 & 833 PROGRESSO DRIVE,
FORT LAUDERDALE, FL 33304

PROGRESSO

825 & 833 PROGRESSO DRIVE,
FORT LAUDERDALE, FL 33304

NO. 0000

DATE: 11/03/21

DESIGNED BY: ECH

SCALE: AS SHOWN

PROJECT NO. 21-0000

DATE: 11/03/21

DESIGNED BY: ECH

SCALE: AS SHOWN

PROJECT NO. 21-0000

DATE: 11/03/21

DESIGNED BY: ECH

SCALE: AS SHOWN

PROJECT NO. 21-0000

DATE: 11/03/21

DESIGNED BY: ECH

SCALE: AS SHOWN

PROJECT NO. 21-0000

DATE: 11/03/21

DESIGNED BY: ECH

EXHIBIT "C"
PROJECT SCHEDULE

Effective Date of Agreement	Full execution of the Agreement
Developer Obtains all government approvals and permits	Within Ninety (90) days from the Effective Date of the Agreement
Commencement Date	Within one hundred twenty (120) days of the Effective Date
Completion Date: Building permit has been inspected and passed by Building Official and building received Certificate of Occupancy	Within Nine (9) Months after Commencement Date
*Closing Date	Date on which all conditions precedent in section 6.4 of this Agreement are satisfied

EXHIBIT "D"
BUDGET – PROJECTED AGENCY FUNDING

PBIP Improvements

Item	Cost
Landscape and Fence	\$9,100.00
Water Feature	\$2,500.00
Planters	\$18,000.00
Irrigation	\$11,000.00
Lighting	\$18,000.00
Electric	\$34,000.00
Plumbing	\$39,000.00
HVAC	\$6,000.00
5 Shipping Containers & 1 Bathroom Unit	\$61,000.00
Concrete Container Pads	\$14,000.00
Paving and Decking	\$28,900.00
Permanent Outdoor Furniture	\$23,000.00
Permanent Outdoor Fans	\$18,000.00
Shade Canopies	\$24,000.00
Water Retention Per Code	\$15,000.00
Subtotal of Construction Costs	\$322,000.00
Contractor Profit and Overhead	\$32,200.00
TOTAL PROJECT COST	\$354,200.00
Developer Contribution	\$141,680.00
Funding Requested from CRA (75% or \$212,520, whichever is less)	<u>\$212,520.00</u>

Itemized project costs to be supplemented upon receipt.

Maximum CRA Funding \$212,500.00

EXHIBIT "E"
RESTRICTIVE COVENANT

PREPARED BY AND RETURN TO:
Lynn Solomon
City Attorney's Office
City of Fort Lauderdale
100 North Andrews Avenue
Fort Lauderdale, Florida 33301

DECLARATION OF RESTRICTIVE COVENANTS

THIS INDENTURE is made this _____ day of _____, 2023.

WHEREAS, in furtherance of the Plan (defined herein), a certain Fort Lauderdale Community Redevelopment Agency Property and Business Investment Improvement Program Agreement dated _____, 2023, (the "Agreement") was executed by and between Fort Lauderdale Community Redevelopment Agency, a community redevelopment agency created pursuant to Chapter 163, Part III, Florida Statutes ("Agency"), 825 Progresso Drive, LLC ("Developer"), such Agreement being on file with the City Clerk of the City of Fort Lauderdale, Florida, 100 North Andrews Avenue, Fort Lauderdale, Florida, and such Agreement being in connection with development and use of the Property described in Exhibit "A" owned by the Developer; and

WHEREAS, pursuant to the terms of the Agreement, Agency and Developer anticipated that the Property would be subject to a Declaration of Restrictive Covenants, the primary purpose of such Declaration of Restrictive Covenants being to ensure development and operation of the Property in accordance with the Plan which affects this Property and other properties in the vicinity; and

WHEREAS, pursuant to City Commission Resolution No. 95-86, adopted June 20, 1995, and by Resolution No. 01-121, adopted on July 10, 2001, the City of Fort Lauderdale established an area of economic restoration ("CRA Area") for which a Community Redevelopment Plan pursuant to Section 163.360, Florida Statutes was approved by the City Commission by Resolution No. 95-170 on November 7, 1995, as amended on May 15, 2001 by Resolution No. 01-86, and as subsequently amended (the "Plan"); and

WHEREAS, the Property is located within the CRA Area which has conditions of slum and blight as those conditions are defined in the Constitution of the State of Florida, Section 163.01, Florida Statutes, Chapter 163, Part III, Florida Statutes and other applicable provisions of law and ordinances and Resolutions of the City of Fort Lauderdale and Agency implementing the Community Redevelopment Act; and

WHEREAS, in order to effectuate the terms and conditions contained in the Agreement, and the goals and objectives of the Community Redevelopment Plan, as amended, it is necessary and proper to create this Declaration of Restrictive Covenants; and

NOW, THEREFORE, Developer hereby declares that the Property shall be, held, conveyed, encumbered, leased, rented, used, occupied and improved, subject to the following limitations, restrictions, conditions and covenants, all of which shall run with the land and are declared to be in furtherance of the Agreement and the Plan, as amended, and that such limitations, restrictions, conditions and covenants are also established for the purpose of enhancing and protecting the value, desirability and attractiveness of the Property and every part thereof and to establish a development compatible with the properties under the Plan, and, in accordance therewith, Developer does hereby create and establish the following Declaration of Restrictive Covenants:

1. Construction and Intent. This Declaration shall be construed and interpreted in conjunction with the terms set forth in the Agreement, as same may be amended from time to time, provided, however, that it is the intent of the Developer that only those sections of the Agreement specifically referenced below shall be construed as covenants running with the property.

2. Restrictions On Use; Declaration of Restrictive Covenants The Developer covenants and agrees with the Agency that the Project Site shall be used continuously as space leased for fitness, art, food, beverage, market, music and recreation as permitted and authorized under the ULDR except as prohibited herein, on the Property for which Agency funding was provided for a period of five (5) years commencing on the date the improvements are complete (" Project Completion Date"). The Developer further agrees that the building shall only be used for those permitted uses as provided in Section 47-13.10 of the Unified Land Development Regulations ("ULDR") and shall not be used for the following: (i) adult uses as such term is defined in Section 47-18.2 of the ULDR; or (iii) massage parlors (other than as an ancillary use to a health club or beauty salon or beauty space); or (iv) liquor store; or (v) convenience store or convenience kiosk as provided in the ULDR, during a five (5) year term commencing on Project Completion Date.

SIGNATURE PAGE TO FOLLOW

DEVELOPER:

825 Progresso Drive, LLC, a Florida Limited Liability Company

By: [Signature]

Title: Member Manager
Print Name: Jay Adams

WITNESSES:

[Signature]

Robert Wojcik
[Witness print or type name]

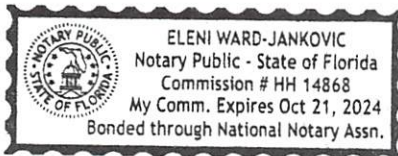
[Signature]

Erin DeFuria
[Witness print or type name]

STATE OF FLORIDA
COUNTY BROWARD

The foregoing instrument was acknowledged before me by means of physical presence or online, this 13th day of July, 2023, by JAY ADAMS, Member Manager of 825 Progresso Drive, LLC, a Florida Limited Liability Company on behalf of the company. They are personally known to me or has produced FL. Driver's License and _____ as identification.

(SEAL)



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

[Signature]
Name of Notary Typed,
Printed or Stamped

My Commission Expires:

Commission Number

EXHIBIT "A"
LEGAL DESCRIPTION

PARCEL 1:

That portion of the Easterly irregularly shaped parcel of land in Block 256 of the Township of PROGRESSO, according to the plat thereof as recorded in Plat Book [2, Page 18](#), of the Public Records of Dade County, Florida, described as follows: BEGINNING at the Southwesterly corner of Lot 9, of Block 256, of PROGRESSO; thence running in an Easterly direction along the Southerly boundary line of said Lot 9, of Block 256, of PROGRESSO, for a distance of 20' and thence running in a Southeasterly direction traversing said irregularly shaped parcel of land to the boundary line of said irregularly shaped parcel of land lying along the County Rock Road at a point 105' from the point of Intersection of the Country Road and that certain alley lying West of the said irregularly shaped parcel of land running from the County Road to Avenue "D" as shown on said Plat of PROGRESSO, thence running in a Southwesterly direction along the boundary of said irregularly shaped parcel of land a distance of 105' along the County Road to the intersection of said County Road and the aforementioned alley; thence in a Northerly direction along the Westerly boundary line of said irregularly shaped parcel of land to the Southwest corner of said Lot 9 of Block 256 of PROGRESSO, being the place of beginning. Said land situated, lying and being in Broward County, Florida.

PARCEL 2:

Lot 9, Block 256, of the Townsite of Progresso, according to the plat thereof as recorded in Plat Book [2, Page 18](#), of the Public Records of Dade County, Florida. Said land is situated, lying and being in Broward County, Florida.

TOGETHER WITH:

All of that part Block Two Hundred and Fifty-six (256) lying South of Lot Nine (9) and East of alley, Townsite of PROGRESSO, according to the plat thereof as recorded in Plat Book [2, Page 18](#), of the Public Records of DADE County, Florida, except the following:

That portion of the easterly irregularly shaped parcel land in Block 256, of the Townsite of Progresso, according to the plat thereof, recorded in Plat Book, 2, Page 18, of the Public Records of Dade County, Florida, described as follows, to wit:

Beginning at the southwest corner of Lot 9 of Block 256 of said Progresso and thence run in an easterly direction along southerly boundary line of said Lot 9, of Block 256 of Progresso, for a distance of 20 feet, thence run in a Southeasterly direction, traversing said irregularly shaped parcel of land lying along the County Rock Road at a point 105 feet from the point of the intersection of the County Rock Road that certain alley lying West of said irregularly shaped parcel of land running from the County Road to Avenue "D", as shown on said plat of Progresso; thence run in a Southwesterly direction along the boundary a distance of 105 feet along the County Road to the intersection of said County Road and the aforementioned alley; thence in a Northerly direction along the Westerly boundary line of said irregularly shaped parcel of land to the Southwest corner of said Lot 9 of Block 256, of Progresso, being the place of beginning. Said lands situated, lying and being in Broward County, Florida.

Parcel ID 4942 34 06 2470 and 4942 34 06 2340

EXHIBIT "F"
MORTGAGE

Prepared by:
Lynn Solomon
City Attorney Office
City of Fort Lauderdale
100 North Andrews Avenue
Fort Lauderdale, FL 33301

THIS FIRST MORTGAGE IS OF EQUAL DIGNITY AND PARITY WITH THAT CERTAIN MORTGAGE DATED _____, 2023 BY 825 PROGRESO DRIVE, LLC, IN FAVOR OF THE FORT LAUDERDALE COMMUNITY REDEVELOPMENT AGENCY WHICH SECURES THAT CERTAIN NOTE IN THE PRINCIPAL AMOUNT OF \$ _____ AND THAT CERTAIN MORTGAGE DATED _____, 2023 WHICH SECURES THAT CERTAIN NOTE IN THE PRINCIPAL AMOUNT OF \$ _____. ALL MORTGAGES SHALL BE DEEMED A FIRST MORTGAGE AND THE LIEN OF ONE MORTGAGE MAY NOT FORECLOSE THE LIEN OF THE OTHER MORTGAGE.

MORTGAGE

THIS MORTGAGE, entered into this ___ day of _____, 2023, between 825 Progresso Drive, LLC, a Florida limited liability company, whose address is 919 SE 6 Court, Fort Lauderdale, FL 33301, hereinafter called the "Mortgagor", and the Fort Lauderdale Community Redevelopment Agency, a Community Redevelopment Agency created pursuant to Chapter 163, Part III, Florida Statutes, with an address of 100 North Andrews Avenue, Fort Lauderdale, Florida 33301, hereinafter called the "Mortgagee".

WITNESSETH: That to secure the payment of an indebtedness in the principal amount of Two Hundred Twelve Thousand Five Hundred Twenty Dollars (\$212,520.00) with interest if any, thereon, which shall be payable in accordance with a certain Promissory Note (s) executed by 825 Progresso Drive, LLC, a Florida Limited Liability Company (the "Owner"), hereinafter called "Note", bearing even date herewith or dated thereafter and all other indebtedness which the Mortgagor is obligated to pay to the Mortgagee pursuant to the provisions of the Note(s) and this Mortgage, the Mortgagor hereby grants, convey, encumbers and mortgages to the Mortgagee the real property situated in Broward County, Florida, described as follows:

PARCEL 1:

That portion of the Easterly irregularly shaped parcel of land in Block 256 of the Township of PROGRESSO, according to the plat thereof as recorded in Plat Book [2, Page 18](#), of the Public Records of Dade County, Florida, described as follows: BEGINNING at the Southwesterly corner of Lot 9, of Block 256, of PROGRESSO; thence running in an Easterly direction along the Southerly boundary line of said Lot 9,

of Block 256, of PROGRESSO, for a distance of 20' and thence running in a Southeasterly direction traversing said irregularly shaped parcel of land to the boundary line of said irregularly shaped parcel of land lying along the County Rock Road at a point 105' from the point of Intersection of the Country Road and that certain alley lying West of the said irregularly shaped parcel of land running from the County Road to Avenue "D" as shown on said Plat of PROGRESSO, thence running in a Southwesterly direction along the boundary of said irregularly shaped parcel of land a distance of 105' along the County Road to the intersection of said County Road and the aforementioned alley; thence in a Northerly direction along the Westerly boundary line of said irregularly shaped parcel of land to the Southwest corner of said Lot 9 of Block 256 of PROGRESSO, being the place of beginning. Said land situated, lying and being in Broward County, Florida.

PARCEL 2:

Lot 9, Block 256, of the Townsite of Progresso, according to the plat thereof as recorded in Plat Book [2, Page 18](#), of the Public Records of Dade County, Florida. Said land is situated, lying and being in Broward County, Florida.

TOGETHER WITH:

All of that part Block Two Hundred and Fifty-six (256) lying South of Lot Nine (9) and East of alley, Townsite of PROGRESSO, according to the plat thereof as recorded in Plat Book [2, Page 18](#), of the Public Records of DADE County, Florida, except the following:

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Beginning at the southwest corner of Lot 9 of Block 256 of said Progresso and thence run in an easterly direction along southerly boundary line of said Lot 9, of Block 256 of Progresso, for a distance of 20 feet, thence run in a Southeasterly direction, traversing said irregularly shaped parcel of land lying along the County Rock Road at a point 105 feet from the point of the intersection of the County Rock Road that certain alley lying West of said irregularly shaped parcel of land running from the County Road to Avenue "D", as shown on said plat of Progresso; thence run in a Southwesterly direction along the boundary a distance of 105 feet along the County Road to the intersection of said County Road and the aforementioned alley; thence in a Northerly direction along the Westerly boundary line of said irregularly shaped parcel of land to the Southwest corner of said Lot 9 of Block 256, of Progresso, being the place of beginning. Said lands situated, lying and being in Broward County, Florida.

Parcel ID 4942 34 06 2470 and 4942 34 06 2340

Together with the building and improvements situated upon said properties; as security for the payment of the Note(s) and all future advances made by Mortgagee to Mortgagor or Tenant in accordance with the Fort Lauderdale Community Redevelopment Agency Property and Business Investment Improvement Program Agreement dated _____, 2023, entered into by Mortgagor and Mortgagee (the "Agreement").

The said Mortgagor does covenant with the said Mortgagee that the said Mortgagor is indefeasibly seized of said land in fee simple and has the full power and lawful right to mortgage and encumber the same, that the said land is free from all encumbrances except as set forth below, and that the said Mortgagor except as above noted does fully warrant the title to said land and will warrant and defend the same against the lawful claims of all persons whomsoever.

And the said Mortgagor does further agree as follows:

1. To make promptly all payments required by the above described Note and this Mortgage as such payments become due.
2. To pay promptly when due all taxes, assessments, liens, and encumbrances on said property.
3. To keep the improvements now existing or hereafter erected on the mortgaged property insured as required in the Agreement and as may be required from time to time by the Mortgagee against loss by fire and other hazards, casualties, and contingencies in such amounts and for such periods as may be required by Mortgagee, and will pay promptly, when due, any premiums on such insurance for payment of which provision has not been made hereinbefore. All insurance shall be carried in companies approved by Mortgagee and the policies and renewals thereof shall be held by Mortgagee and have attached thereto loss payable clauses in favor of in a form acceptable to the Mortgagee. In event of loss, Mortgagor shall give immediate notice by mail to Mortgagee, and Mortgagee may make proof of loss if not made promptly by Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Mortgagee instead of to Mortgagor and Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by Mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this Mortgage or other transfer of title to the mortgaged property in extinguishment of the indebtedness secured hereby, all right, title and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee.
4. To permit, commit, or suffer no waste or impairment of the mortgaged property.
5. To pay all expenses reasonably incurred by the Mortgagee because of failure of the Mortgagor or Tenant to comply with the obligations in the Agreement, the Note(s) or this Mortgage, including reasonable attorneys' fees.
6. If the buildings are not kept insured as provided, or if the Mortgagor or Tenant defaults in any of the other covenants, stipulations or agreements contained herein or in the Agreement, the Mortgagee, without waiting or affecting the option to foreclose, may pay any and all such payments or obligations, may insure the buildings, or may otherwise perform any of the covenants or agreements on behalf of the Mortgagor, and any and all such sums or expenses paid or incurred, with interest thereon from the date of payment

at the rate of interest prescribed in the Note secured by this Mortgage, shall also be secured by this Mortgage.

7. This mortgage lien shall extend to and include all rents and profits of the mortgaged property. In the event of foreclosure the court is authorized to appoint a receiver of the mortgaged property and to apply such rents or profits to the indebtedness hereby secured, regardless of the solvency of the Mortgagor or the adequacy of the security.

8. If any provision of this Mortgage is breached, then the unpaid principal balance, together with accrued interest, shall immediately become due and payable at the option of the Mortgagee, and the Mortgagee may foreclose this Mortgage in accordance with procedures established by law, and have the property sold to satisfy or apply on the indebtedness hereby secured.

9. The agreements and promises of the Note(s) secured hereby and of this Mortgage and the Agreement are intended to be covenants running with the land or of any interest therein, to be binding on the respective promisors, their heirs, legal representatives and assigns, and to inure to the benefit of the respective promises, their heirs, legal representatives and assigns.

10. The lien hereby created shall cease and become null and void upon complete performance of all the covenants, stipulations and agreements contained in this Mortgage, the Note(s) which it secures, and the Agreement.

11. The Mortgagee, Tenant and Mortgagor have entered into the Agreement pursuant to which the indebtedness evidenced by the Note(s) is being incurred by the Tenant. The Mortgagor covenants and agrees that any breach of the terms of such Agreement, as same may be amended from time to time, by the Mortgagor or Tenant shall constitute a breach and default under this Mortgage entitling the Mortgagee herein to declare the entire unpaid principal sum secured hereby, together with interest then accrued, immediately due and payable and to enforce collection thereof by foreclosure or otherwise.

12. Privilege is reserved to prepay this note and mortgage, in whole or in part, at any time without notice and without penalty.

13. Mortgagee shall give written notice to Mortgagor of any event of default under this Mortgage or the Note and Mortgagor shall have thirty days in which to cure said default. All notice shall be given in the manner provided in the Agreement.

SIGNATURE PAGE TO FOLLOW

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.

MORTGAGOR:

825 Progresso Drive, LLC, a Florida limited liability company

[Handwritten signature of Jay Adams]

Title: Member Manager
Print Name: Jay Adams

WITNESSES:

[Handwritten signature]

Robert Wexat

[Witness-print or type name]

[Handwritten signature]

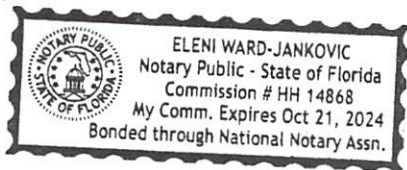
Kreshi Detome

[Witness-print or type name]

STATE OF FLORIDA
COUNTY BROWARD

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 13th day of _____, 2023, by Jay Adams, as Member Manager of 825 Progresso Drive, LLC, a Florida limited liability company. He is personally known to me or has produced Fl. Driver License as identification.

(SEAL)



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

[Handwritten signature of Eleni Ward-Jankovic]

Name of Notary Typed,
Printed or Stamped

My Commission Expires:

Commission Number

EXHIBIT "A"
LEGAL DESCRIPTION

PARCEL 1:

That portion of the Easterly irregularly shaped parcel of land in Block 256 of the Township of PROGRESSO, according to the plat thereof as recorded in Plat Book 2, Page 18, of the Public Records of Dade County, Florida, described as follows: BEGINNING at the Southwesterly corner of Lot 9, of Block 256, of PROGRESSO; thence running in an Easterly direction along the Southerly boundary line of said Lot 9, of Block 256, of PROGRESSO, for a distance of 20' and thence running in a Southeasterly direction traversing said irregularly shaped parcel of land to the boundary line of said irregularly shaped parcel of land lying along the County Rock Road at a point 105' from the point of Intersection of the Country Road and that certain alley lying West of the said irregularly shaped parcel of land running from the County Road to Avenue "D" as shown on said Plat of PROGRESSO, thence running in a Southwesterly direction along the boundary of said irregularly shaped parcel of land a distance of 105' along the County Road to the intersection of said County Road and the aforementioned alley; thence in a Northerly direction along the Westerly boundary line of said irregularly shaped parcel of land to the Southwest corner of said Lot 9 of Block 256 of PROGRESSO, being the place of beginning. Said land situated, lying and being in Broward County, Florida.

PARCEL 2:

Lot 9, Block 256, of the Townsite of Progresso, according to the plat thereof as recorded in Plat Book 2, Page 18, of the Public Records of Dade County, Florida. Said land is situated, lying and being in Broward County, Florida.

TOGETHER WITH:

All of that part Block Two Hundred and Fifty-six (256) lying South of Lot Nine (9) and East of alley, Townsite of PROGRESSO, according to the plat thereof as recorded in Plat Book 2, Page 18, of the Public Records of DADE County, Florida, except the following:

That portion of the easterly irregularly shaped parcel land in Block 256, of the Townsite of Progresso, according to the plat thereof, recorded in Plat Book, 2, Page 18, of the Public Records of Dade County, Florida, described as follows, to wit: Beginning at the southwest corner of Lot 9 of Block 256 of said Progresso and thence run in an easterly direction along southerly boundary line of said Lot 9, of Block 256 of Progresso, for a distance of 20 feet, thence run in a Southeasterly direction, traversing said irregularly shaped parcel of land lying along the County Rock Road at a point 105 feet from the point of the intersection of the County Rock Road that certain alley lying West of said irregularly shaped parcel of land running from the County Road to Avenue "D", as shown on said plat of Progresso; thence run in a Southwesterly direction along the boundary a distance of 105 feet along the County Road to the intersection of said County Road and the aforementioned alley; thence in a Northerly direction along the Westerly boundary line of said irregularly shaped parcel of land to the Southwest corner of said Lot 9 of Block 256, of Progresso, being the place of beginning. Said lands situated, lying and being in Broward County, Florida.

EXHIBIT "G"
NOTE

THIS INSTRUMENT PREPARED BY:

Lynn Solomon
City Attorney's Office
City of Fort Lauderdale
100 N. Andrews Avenue
Fort Lauderdale, FL 33301

\$212,520.00

Fort Lauderdale, Florida
_____, 2023

PROMISSORY NOTE

FOR VALUE RECEIVED, the undersigned 825 PROGRESSO DRIVE, LLC, a Florida 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 Two Hundred Twelve Thousand Five Hundred Twenty Dollars (\$212,520.00) or so much as shall be advanced under this Note.

- I. **TERM:** The term of this loan is five (5) years from the Project Completion Date as contemplated in the Fort Lauderdale Community Redevelopment Agency Property and Business Investment Improvement Program Agreement between Maker, Property Owner and Agency dated _____, 2023 (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. **INTEREST RATE:** The interest rate on the principal amount of the loan shall be zero percent (0%) per annum, except in any event of default under this Note, the Mortgage (as hereinafter defined) or the Agreement in which case the maximum legal interest rate shall be applied to the principal amount due and owing commencing thirty (30) days after the date of an event of default.
- III. **PAYMENT:** Payment on the principal amount of the loan shall not be required so long as the property is not sold or transferred for a five (5) year period following the Project Completion Date, and the Property continues to be used for the Project as contemplated by the Agreement for a five (5) year period following the Project Completion Date, and the Developer is not in default of any provision of the Agreement. After 5 years from the Project Completion Date, the principal balance due shall be reduced to zero provided Maker has complied with all the terms of the Agreement and is not in default. Payment of the entire principal amount, plus the maximum interest rate allowable by applicable law is due immediately: (1) upon the sale, transfer or refinance of the property legally described in the Mortgage within five (5) years from the Project Completion Date; or (2) should there be any uncured event of default as described in this Note, the Mortgage, or the Agreement within five (5) years from the Completion Date.

Payment of the principal amount and all interest 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.

- IV. **SECURITY:** This Note is secured by a Mortgage on real estate owned by 825 Progresso Drive, LLC, in favor of Agency, dated _____, 2023 duly filed in the public records of Broward County, Florida (the "Mortgage"). The Agency agrees to look solely to the real estate described in the Mortgage as security for this Note in part or in full, at any time to satisfy the debt established by this Note.
- V. **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. 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.

Maker:
825 Progresso Drive, LLC
a Florida Limited Liability Company

By: _____
Print Name: Jay Adams
Title: Member Manager



**COMMISSION AGENDA ITEM
DOCUMENT ROUTING FORM**
Today's Date: July 14, 2023

RUSH

DOCUMENT TITLE: Property & Business Improvement Program Agreement with
825 Progresso Drive, LLC

3L

COMM MTG DATE: 7-5-23 #: 23-0266 **ITEM #** CRA- M-2 CAM attached YES NO

Routing Origin: CRA **Router Name/Ext:** Bob Wojcik/4521

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) Dept: CRA **Router Name/Ext:** Bob Wojcik/4521 # of originals routed: 3 **Date to CAO:** _____

2) City Attorney's Office: Documents to be signed/routed? YES NO # of originals attached: 3

originals

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

Date to CCO: 7/18/23 Lynn Solomon [Signature]
Attorney's Name Initials

3) City Clerk's Office: # of originals: 3 **Routed to:** Donna V./Aimee L./CMO **Date:** 07/19/23

4) City Manager's Office: CMO LOG #: JUL 37 Document received from: CCO 7/19/23

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

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

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

PENDING APPROVAL (See comments below)

Comments/Questions: _____

Forward 3 originals to Mayor CCO **Date:** _____

5) Mayor/CRA Chairman: Please sign as indicated. Forward 0 originals to CCO for attestation/City seal (as applicable) **Date:** _____

6) City Clerk: Forward 3 originals to CAO for **FINAL APPROVAL** **Date:** _____

7) CAO forwards 3 originals to CCO **Date:** _____

8) City Clerk: Scan original and forwards 3 originals to: Eleni Ward/8220

Attach ___ certified Reso # _____ YES NO **Original Route form to** CRA

(email scan to)
ERICA H. XT-6080