

**DOCUMENT ROUTING FORM**

① ✓ 9/19/14 ②

NAME OF DOCUMENT: **AGREEMENT FOR DEVELOPMENT OF PROPERTY (MANOR AT FLAGLER VILLAGE PROJECT/FORMERLY KNOWN AS THE HENRY SQUARE PROJECT) BETWEEN FORT LAUDERDALE COMMUNITY REDEVELOPMENT AGENCY AND RD FLAGLER VILLAGE, LLC.**

Approved CRA Board Mtg. on August 19, 2014

CAR #14-0882

CRA ITEM 3

1.) Approved as to Content: \_\_\_\_\_

Department Director

Please Check the proper box: CIP FUNDED ☐ YES ☐ NO  
Capital Improvement Projects

Capital Improvements 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, fixtures) that add value and/or extend useful life, inc. major repairs such as roof replacement, etc. Term "Real Property" include: land, real estate, realty, real.

2.) Approved as to Funds Available: by \_\_\_\_\_

Finance Director

Date: 8/22/14

Amount Required by Contract/Agreement \$ 359,375.50

Funding Source: \_\_\_\_\_

Dept./Div. \_\_\_\_\_

DSD/ECR

Index/Sub-object \_\_\_\_\_

6599

Project # P12012.347

3.) City Attorney's Office:

DJ Williams-Persad

4.) Approved as to content: Assistant City Manager:

By: \_\_\_\_\_

Stanley Hawthorne, Assistant City Manager

By: \_\_\_\_\_

Susanne Torriente, Assistant City Manager

**INSTRUCTIONS TO CLERK'S OFFICE**

8.) City Clerk: forwards 1 <sup>copy</sup> original of document to: Sandra Doughlin, CRA

☒ Original Route form to Glynis Burney

9/8

**AGREEMENT  
for  
DEVELOPMENT OF PROPERTY  
[Henry Square Project a/k/a The Manor at Flagler Village]**

This Agreement for Development of Property (the "Agreement") is entered into by and between the Fort Lauderdale Community Redevelopment Agency, a community redevelopment agency created pursuant to Part III, Chapter 163, Florida Statutes (the "Agency") and RD Flagler Village, LLC (the "Developer").

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

**WHEREAS**, the Developer has developed and is constructing the Project in the Community Redevelopment Area consisting of predominant multifamily residential use; and

**WHEREAS**, at its January 22, 2014 Meeting, the Agency authorized negotiation of a Development Agreement with the Developer providing for certain grant funds to be paid to the Developer through the Agency's Flagler Heights Strategic Investment Streetscape Program to cover a portion of the costs related to the construction of streetscape improvements in connection with the development of the Project; and

**WHEREAS**, at its meeting of August 19, 2014, the Agency authorized the execution of this Development Agreement;

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

**ARTICLE 1  
Definitions**

- 1.1. Agency means the Ft. Lauderdale Community Redevelopment Agency.
- 1.2. Agency Authorized Representative means the Northwest Progresso Flagler Heights CRA Director.
- 1.3. Agency Staff means the staff of the Agency, whether employees or contract employees.
- 1.4. Agreement means this Agreement for development of the Project on the Property.
- 1.5. Certificate of Occupancy means the Certificate of Occupancy issued by the City or other appropriate Governmental Authority for the entire Project that allows the Project to be occupied, opened for business and used as contemplated by this Agreement. For purposes of the Project Completion Date, a TCO shall not constitute a Certificate of

Occupancy.

- 1.6. City means the City of Fort Lauderdale, Florida, a Florida municipal corporation.
- 1.7. Commercially Reasonable Efforts means that level of effort which a prudent business would undertake in circumstances which are the same as or substantially similar to the circumstances referred to or described, but without any obligation to incur any unreasonable or unduly burdensome expenses or obligations or any guaranty of completion or results.
- 1.8. Community Redevelopment Area means the Northwest/Progresso/Flagler Heights Community Redevelopment Area as described in Resolution No. 95-86 of the City adopted on June 2, 1995 and such other resolutions as may amend the boundaries of such area.
- 1.9. County means Broward County, Florida, a political subdivision of the State of Florida.
- 1.10. Developer means RD Flagler Village, LLC and any successor or assign thereof.
- 1.11. Developer's Lender means the financial institution or other person which has provided financing to Developer for the acquisition, design, development, construction, ownership, use or operation of the Project or any part thereof.
- 1.12. Developer Streetscape Improvements means the following street improvements fronting four streets (Federal Highway, NE 5<sup>th</sup> Street, NE 5<sup>th</sup> Avenue and NE 6<sup>th</sup> Street): installation of new curbing around the site, pavers, on-street parallel parking, landscaping, lighting, new sidewalks, upgrading of underground utilities (water, sewer, storm), milling and resurfacing, which improvements will improve functionality, aesthetics and overall pedestrian experience in the Area.  
  
All such Developer Streetscape Improvements are as more particularly described on Exhibit "B" attached hereto and made a part hereof.
- 1.13. Approved Plans and Specifications means architectural, engineering and construction documents constituting the concept documents, preliminary plans and drawings, schematic design documents, design development documents and construction documents for the Project as shown on Exhibit "C" attached hereto and made a part hereof.
- 1.14. Effective Date means the date on which this Agreement is executed and delivered by both the Agency and the Developer.
- 1.15. Governmental Authorities means all state, city, county, administrative or other governmental authorities which now or hereafter have jurisdiction, review, approval or consent rights relating to the design, development, construction, ownership, occupancy or use of the Property or the Project.

- 1.16. Open for Business means the Project is substantially complete, the Certificate of Occupancy has been issued, and substantially the entire facility is available for residents and commercial tenants to occupy space in the Project.
- 1.17. Permits and Approvals means any and all development, zoning, platting, subdivision, site plan, design, Plans and Specifications, construction permit and other applicable permits and approvals and variances, if necessary, from all applicable Governmental Authorities pertaining to the Project and the Property.
- 1.18. Person means any individual, corporation, firm, partnership, trust, association, limited liability company or other entity of any nature.
- 1.19. Project means a 382 unit luxury multi-family community with 24,750 square feet of ground floor commercial uses to be constructed by Developer in Fort Lauderdale, Florida.
- 1.20. Project Completion Date means the date on which the construction of the entire Project is substantially complete and the Certificate of Occupancy has been issued by the appropriate Governmental Authority.
- 1.21. Property means the parcel of land owned by Developer on which the Project will be located as described on **Exhibit "A"** attached hereto and made a part hereof.
- 1.22. Redevelopment Plan means the Northwest/Progresso/Flagler Heights Redevelopment Area Plan adopted by the City Commission on November 7, 1995, as amended, a copy of which is on file with the Agency.
- 1.23. Reimbursement Amount means an amount not to exceed the lesser of Three Hundred Fifty Nine Thousand Three Hundred Seventy Five Dollars and 50/100 (\$359,375.50) or 50% of the Developer's costs associated with the Developer Streetscape Improvements of the Project to be paid by the Agency to the Developer in consideration of the installation and construction of the Developer Streetscape Improvements upon Project Completion. For purposes hereof, the term Developer's Costs shall include the Developer's costs and expenses incurred for the making improvements or constructing the Project that are considered hard construction costs, costs to bring utilities to the site, site preparation costs, lighting, landscaping, paving and fencing as approved with the Approved Plans and Specifications.
- 1.24. TCO means a temporary certificate of occupancy issued by the City or other applicable Governmental Authority for all or a portion of the Project.

## **ARTICLE 2**

### **Findings**

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

- 2.1. The City Commission of the City adopted Resolution No. 95-86 on June 2, 1995 finding the existence of blight conditions in the Community Redevelopment Area, as more particularly described in that Resolution, in which the Property is located.
- 2.2. The Agency was created by Resolution No. 95-86 adopted by the City Commission of the City on June 20, 1995 pursuant to part III of Chapter 163, Florida Statutes.
- 2.3. By adoption by the City Commission of Resolution No. 95-170, the Redevelopment Plan was adopted on November 7, 1995.
- 2.4. By adoption of Resolution No. 95-1084 on November 26, 1995, the Broward County Board of County Commissioners approved the Redevelopment Plan.
- 2.5. The Redevelopment Plan contemplates redevelopment in the Community Redevelopment Area for multifamily residential use.
- 2.6. Pursuant to the Redevelopment Plan, it is contemplated that the Agency will provide funding for certain road improvements in the Community Redevelopment Area.
- 2.7. Developer owns the Property and has commenced construction of the Project on the Property.
- 2.8. The Project is consistent with and furthers the provisions of the Redevelopment Plan and the Agency desires to encourage redevelopment of the Property for use for the Project and to encourage Developer in its development, design, construction, use, ownership and operation of the Project.
- 2.9. Certain street improvements, which will include, but are not limited to, the Developer Streetscape Improvements are required to support the Project and will be necessary for the successful development of the Project.

## **ARTICLE 3**

### **Project Overview**

- 3.1 Project Development. Prior to the Effective Date, Developer has commenced construction of the Project and shall continue construction until the Project Completion Date. Developer shall be responsible for all aspects of development of the Project. The only obligations of the Agency shall be as specifically provided herein.

- 3.2 Determinations by Agency. The Agency hereby determines that the Project is consistent with and furthers the goals and objectives of the Redevelopment Plan and that its design, development, construction, ownership, use and operation will promote the health, safety, morals and welfare of the residents of the Community Redevelopment Area.
- 3.3 Termination if Construction not Completed. In the event that the Developer has not completed construction of the Developer Streetscape Improvements as set forth in this Agreement, then this Agreement may be terminated by the Agency.

## ARTICLE 4

### Obligations of the Parties

- 4.1 Developer. Developer, with the assistance of the Agency Staff, shall use Commercially Reasonable Efforts to obtain or cause to be obtained all Permits and Approvals, including, without limitation, all permits, consents, replatting (if necessary) and subdivision variances, waivers and other approvals necessary under applicable law for the design, development, construction, operation and use of the Project as described in the Approved Plans and Specifications, which shall include, when applicable, the timely filing of necessary applications, with permit fees when required, the prosecution of the application to the same extent as used by the party charged with the effort as such party has devoted to the approvals, timely follow through with such amendments and revisions or additions to the documentation required by the application or other process as shall be customary with like kind projects of economic magnitude in the Broward County area, and the prompt payment of costs and fees associated therewith. Prior to the issuance of the Certificate of Occupancy, Developer shall not abandon construction of the Project, which shall mean the cessation of meaningful construction work on the Project for a period of ninety (90) days or more. For purposes of this Section 4.1, "meaningful construction work on the Project" shall be the standard set forth in the Florida Building Code or the applicable building code for purposes of maintaining any Permits and Approvals. The Developer shall maintain all Permits and Approvals for the Project and agrees to observe all applicable laws and requirements of all applicable Governmental Authorities in connection with the Project.
- 4.2 Developer Streetscape Improvements. Developer shall design, construct and install the Developer Streetscape Improvements as provided herein. The CRA agrees to reimburse the Developer up to the Reimbursement Amount subject to the terms and conditions contained herein. In order to be eligible for reimbursement the Developer shall submit paid invoices for all costs, materials and expenses and the Agency shall reimburse the Developer for such costs and expenses within thirty (30) days after submission of the paid invoices to the Agency. All construction reimbursement costs submitted will be evaluated for reimbursement against the Project Construction Pricing and Material List attached as Exhibit "D" to this Agreement, it being understood that Developer may make substitutions/modifications to the materials listed in the Project Construction Pricing and

Material List.

- 4.3 Permits and Approvals. As of the Effective Date, the Approved Plans and Specifications have been approved by the City.
- 4.4 Developer Ad Valorem Tax Payments. Developer shall be obligated to pay all ad valorem property taxes due upon the Property and the Project as required by Florida law.
- 4.5 Approval of Agreement.
- 4.5.1 The Agency hereby represents and warrants to Developer that the execution and delivery hereof have been approved at duly convened meetings of the Agency and the same is binding upon the Agency.
- 4.5.2 Developer hereby represents and warrants to the Agency that (i) the execution and delivery hereof have been approved by all parties whose approval is required under the terms of the governing documents creating Developer, (ii) this Agreement does not violate any of the terms or conditions of such governing documents and the same is binding upon Developer and enforceable against it in accordance with its terms; (iii) the Persons executing this Agreement on behalf of Developer are duly authorized and empowered to execute the same for and on behalf of the Developer; (iv) Developer is a Florida limited liability company and is duly authorized to transact business in the State of Florida; and (v) this Agreement does not violate the terms of any other agreement to which the Developer is a party.

## ARTICLE 5

### Project Financing

- 5.1 Developer. Developer shall use its own funds and funds obtained from Developer's Lender to develop the Project for the purposes contemplated by this Agreement. The Agency shall not have any claim to any right, title, or interest in and to the Property or the Project and Developer shall be free to arrange other financing in connection with the Property and the Project as Developer may desire, whether using Developer's Lender or any other source for any such financing. Developer shall promptly notify Agency of any changes to Developer's Lender. Developer shall promptly notify the Agency of the occurrence of any material event of default under any such financing.
- 5.2 Developer Streetscape Improvements. The Developer shall construct the Developer Streetscape Improvements as provided herein and in substantial accordance with City and County standards and specifications for such construction. The Agency shall be responsible for paying the Reimbursement Amount directly to Developer in one payment no earlier than the Project Completion Date. Developer shall notify the Agency of such completion and send the Agency a request for the Reimbursement Amount along with

such commercially reasonable documentation as may be reasonably necessary to evidence the actual costs paid by the Developer for the Developer Streetscape Improvements and the Agency shall then pay such Reimbursement Amount directly to Developer within 30 days.

- 5.3 Taxes and other charges. Developer shall pay and discharge, or cause to be paid and discharged, prior to delinquency, all taxes, charges, liabilities or claims of any type at any time assessed against or incurred by the Property or the Project, provided that nothing in this Section 5.3 shall require the payment of any such sum if Developer contests the same in good faith by appropriate proceedings. The Developer shall not allow any taxes to be delinquent so that the Property is subject to the sale of tax certificates according to Florida law.

## **ARTICLE 6**

### **Project Development**

- 6.1 Project Schedule. Developer represents that as of the Effective Date, the Project is the Project Completion Date is estimated to occur on or before December 1, 2014. The Agency Authorized Representative may, upon good cause shown by Developer, extend the time for the Project Completion Date for an additional six (6) months.

## **ARTICLE 7**

### **Developer Defaults; Agency Remedies**

- 7.1 Event of Default. The occurrence of any one or more of the following and the continuance thereof uncured or uncorrected for the period of time hereinafter provided shall constitute an Event of Default hereunder:
- 7.1.1 The Developer defaults in the performance of any material obligation imposed upon it under this Agreement or the Developer fails to complete any material item required to be completed by it as provided herein, including constructing the Project substantially in accordance with the final Plans & Specifications, and the Developer does not commence to cure such default within thirty (30) days after delivery of notice of such default from the Agency and diligently pursue such cure to completion thereafter within ninety (90) days after delivery of such notice as to any default which by its nature is capable of being cured within such period of time, or within a reasonable period of time as to any default which by its nature is not capable of being cured within such period of time; or
- 7.1.2 Any statement, representation or warranty made by the Developer herein or in any writing now or hereafter furnished in connection herewith shall be false in any material respect when made and which materially and adversely affects the rights, duties or obligations of the Agency hereunder; or



- 7.1.3 (i) an order, judgment or decree is entered by any court of competent jurisdiction adjudicating the Developer bankrupt or insolvent, approving a petition seeking a reorganization or appointing a receiver, trustee or liquidator of the Developer or of all or a substantial part of its assets, or (ii) there is otherwise commenced as to the Developer or any of its assets any proceeding under any bankruptcy, reorganization, arrangement, insolvency, readjustment, receivership or similar law, and if such order, judgment, decree or proceeding continues without being dismissed or further stayed for more than sixty (60) days after any stay thereof expires.
- 7.2 Remedies. Upon the occurrence and during the continuance of any Event of Default by Developer hereunder, the Agency shall have the following rights as its sole and exclusive remedy hereunder: (a) to terminate this Agreement, without cost or liability to Developer, except that Developer shall assign and transfer to the Agency, free of any liens or other obligations or conditions, all of Developer's rights and interests in and to the plans, specifications and contracts for the Developer Streetscape Improvements, if any, and (b) to stop any disbursements of funds by the Agency hereunder, including the Reimbursement Amount.

## ARTICLE 8

### Agency Defaults, Developer Remedies

- 8.1. Agency Event of Default. The occurrence of any one or more of the following and the continuance thereof for the period of time hereinafter provided shall constitute an Event of Default hereunder by the Agency:
- 8.1.1 If for any reason the Agency fails to timely pay, perform or complete any or all of its obligations under this Agreement as and when required including the obligation to pay the Reimbursement Amount.
- 8.2 Remedies. If at any time there is a default by the Agency which is not cured within any applicable cure period provided herein, Developer shall have the right to terminate this Agreement and/or to pursue other rights or remedies which are or may be available to Developer at law or in equity to enforce any of the terms of this Agreement.

## ARTICLE 9

### General Provisions

- 9.1 Non-liability of Agency and City Officials. No member, official or employee of the Agency or the City or the Agency Staff of any employee of the City shall be personally liable to the Developer or to any Person with whom the Developer shall have entered into any contract, or to any other Person in the event of any default or breach by the Agency,

or for any amount which may become due to the Developer or any other Person under this Agreement.

- 9.2 Approval. Whenever this Agreement requires the Agency or the Developer to approve any contract, document, plan, specification, drawing or other matter, such approval shall not be unreasonably withheld, delayed or conditioned. The Developer and the Agency shall perform all obligations imposed upon them under this Agreement in a reasonable and timely fashion.
- 9.3 Force Majeure. Neither the Developer nor the Agency shall be deemed in default hereunder where such a default is based on a delay in performance as a result of war, insurrection, terrorist activity, strikes, lockouts, riots, floods, earthquakes, fires, casualty, acts of God, acts of public enemy, epidemic, quarantine restrictions, freight embargo, shortage of labor or materials, interruption of utilities service, lack of transportation, litigation, weather, breach of contract or bankruptcy or insolvency of any contractors, sub-contractors, material suppliers, architects, engineers or any other third parties unaffiliated with Developer and which breach or bankruptcy results in a delay in performance by Developer; provided, however, that the extension of time granted for any delay caused by any of the foregoing shall not exceed the actual period of such delay and a reasonable time to resume after such delay. The party invoking this Section 9.3 shall deliver notice to the other party as provided in Section 9.4 setting forth the event of Force Majeure and the anticipated delay resulting from such event of Force Majeure. Upon expiration of the event of Force Majeure, either party may notify the other that the event has expired and that the extension of time granted as a result of such delay has ended.
- 9.4 Notices. All notices to be given hereunder shall be in writing and (a) personally delivered, (b) sent by registered or certified mail, return receipt requested, (c) delivered by a courier service utilizing return receipts or (d) sent by facsimile with confirmation of receipt to the Parties at the following addresses (or to such other or further addresses as any Party may designate by like notice similarly sent). Such notices shall be deemed given and received for all purposes under this Agreement (i) three (3) business days after the date same are deposited in the United States Mail if sent by registered or certified mail, or (ii) the date actually received if sent by personal delivery or courier service, or (iii) the date of transmission of a facsimile, with telephonic or machine confirmation of receipt:

If to the Agency:

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

If to Developer:  
Steve Patterson, President/CEO and  
Arturo Pena, Vice President/Development Manager  
Related Development, LLC  
315 S. Biscayne Blvd, 4<sup>th</sup> Floor  
Miami, FL 33138

With a copy to:  
Nectaria M. Chakas, Esq.  
Lochrie & Chakas, P.A.  
1401 E. Broward Boulevard, Suite 303  
Ft. Lauderdale, FL 33301  
Tel: 954-779-1123  
E-Mail: [nchakas@lochrielaw.com](mailto:nchakas@lochrielaw.com)

Any change to an address shall be given in the same manner as a notice under this Section 9.4.

- 9.5. Time. Time is of the essence in the performance by any party of its obligations hereunder.
- 9.5 Entire Agreement. This Agreement constitutes the entire understanding and agreement between the parties and supersedes all prior negotiations and agreements between them with respect to all or any of the matters contained herein.
- 9.6 Amendment. This Agreement may be amended by the parties hereto only upon the execution of a written amendment or modification signed by the parties; provided however, that Agency understands and acknowledges that it is not uncommon for a Developer to make changes to the materials during construction and as a result, Agency agrees that amendments to Exhibit "D" (Project Construction Pricing and Material List) may be accomplished without the need for the parties to execute a formal amendment to this Agreement. In these instances, Exhibit "D" may be amended by the Developer under the following circumstances:
- (i) a revised Exhibit "D" is submitted to the Agency;
  - (ii) the revised materials are of similar character, quality and quantity to the materials listed on Exhibit "D" attached to this Agreement; and
  - (iii) the revised Exhibit "D" is approved by the City Manager or his designee, whose approval shall not be unreasonably withheld. If the City Manager or his designee has not approved the revised Exhibit "D" within 15 days of receipt of same, the amendment to Exhibit shall be deemed approved by Agency.
- 9.7 Waivers. All waivers, amendments or modifications of this Agreement must be in writing and signed by the party to be obligated. Any failures or delays by any party in asserting any of its rights and remedies as to any default shall not constitute a waiver of any other default or of any such rights or remedies. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties hereto are cumulative, and the exercise by any party of one or more of such

rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or other default by any other party.

- 9.8 Assignment. Except as provided below, the rights, duties, obligations and privileges of the parties herein are non-assignable and any purported assignment shall be void and of no force and effect and shall constitute a default of this Agreement, unless there is prior written approval by Agency, which shall not be unreasonably withheld. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties provided that any assignee of Developer shall confirm in writing that it shall be bound as fully as if it had been the Developer hereunder upon completion of any such assignment, which may be effected by delivery to the Agency of a copy of the Assignment and Assumption Agreement.
- 9.10 Indemnification. The Developer agrees to protect, defend indemnify and hold harmless the Agency and its officers, employees and agents from and against any and all losses, penalties, damages, settlements, costs, changes or other expenses or liabilities of every kind including attorney fees in connection with or arising directly or indirectly out of this Agreement.
- 9.11 Severability. The invalidity, illegality or unenforceability of any one or more of the provisions of this Agreement shall not affect any other provision of this Agreement, but this Agreement will be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- 9.12 Contingent Fee. The Developer represents and warrants that it has not employed or retained any Person to solicit or secure this Agreement and that it has not paid or agreed or promised to pay any Person any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the execution of this Agreement, including any broker fee or commission.
- 9.13 Independent Contractor. In the performance of this Agreement, the Developer will be acting in the capacity of an independent contractor and not as an agent, employee, and partner of the Agency. The Developer and its employees and agents shall be solely responsible for the means, methods, techniques, sequences and procedures utilized by the Developer in the performance of its obligations under this Agreement.
- 9.14 Timing of Approvals. Each party hereto shall have a period of not more than twenty (20) business days from the date of submission to such party of any item under this Agreement to take any action or give its approval or denial and the failure to take any such action, or give such approval or denial within such period of time shall be deemed approval, provided that no approval by the City shall be governed hereby.
- 9.15 Not A General Obligation. (a) Neither this Agreement nor the obligations imposed upon the Agency hereunder shall be or constitute an indebtedness or general obligation of the Agency or other Governmental Authority within the meaning of any constitutional, statutory or charter provisions requiring the Agency or other Governmental Authority to

levy ad valorem taxes nor a lien upon any properties or funds of the Agency or other Governmental Authority. The Developer agrees that the obligation of the Agency to make any payments by the Agency to the Developer pursuant to this Agreement shall be subordinate to the obligations of the Agency to pay debt service on any bonds to be issued by the Agency up to the principal amount of the first issuance of such bonds.

(b) Nothing contained herein shall be deemed, construed or applied to cause any Governmental Authority, specifically including the Agency, to waive its right to exercise its governmental power and authority or to consider any request causing the exercise of its governmental powers in any manner other than that which is customary for the exercise of such governmental powers.

- 9.16 Parties to Agreement. This is an agreement solely between the Agency and the Developer. The execution and delivery hereof shall not be deemed to confer any rights or privileges on any Person not a party hereto other than the successors or assigns of the Agency and the Developer.
- 9.17 Venue; Applicable Law. All legal actions arising out of or connected with this Agreement must be instituted in the Circuit Court of Broward County, Florida, or the United States District Court for the Southern District of Florida. The laws of the State of Florida shall govern the interpretation and enforcement of this Agreement.
- 9.18 Insurance. During the term of this Agreement, the Developer shall obtain and maintain casualty insurance on the Project in an amount equal to the cost of replacing the Project in the event of a damage or destruction of the Project, including builder's risk insurance during construction. Subject to the prior rights of Developer's Lender, Developer shall use the proceeds of such insurance to either (a) rebuild or repair the Project to substantially the same condition as before such damage or destruction or (b) to demolish the remaining improvements and clear the site. The Developer shall also obtain and maintain liability insurance in such an amount as is customary for a project of the size and scope of the Project. Certificate(s) of insurance evidencing such insurance to the reasonable satisfaction of the Agency shall be provided to the Agency by the Developer.
- 9.19. Termination. In the event of a termination of this Agreement as provided herein prior to its expiration the party terminating the Agreement shall provide notice to that effect to the other party and upon receipt of such notice and the expiration of any cure period provided herein this Agreement shall then be of no force and effect, neither party will be liable to the other for any payments or other obligations other than any payments or obligations earned or incurred as of such date of termination.
- 9.20. Term. This Agreement shall take effect upon the Effective Date and, if not earlier terminated as provided herein, shall expire on the date of the payment of the Reimbursement Amount to the Developer by the Agency.

IN WITNESS WHEREOF, this Agreement is executed on the date this 3<sup>rd</sup> day of September, 2014.

Witnesses:

Jeanette A. Johnson  
Print Name: Jeanette A. Johnson

Safecor Ai  
Print Name: Safecor Ai

Miranda Scott  
Print Name: MIRANDA SCOTT

Aixa D. Peredo  
Print Name: Aixa D. Peredo

Clerk  
CRA Secretary

By: Jonda K. Joseph  
Print Name: Jonda K. Joseph

**AGENCY:**

Fort Lauderdale Community Redevelopment  
Agency

By: [Signature]  
Name: John P. "Jack" Seiler  
Title: Chairman

By: [Signature]  
Name: Lee R. Feldman  
Title: Executive Director

Asst -Attorney to CRA:

By: [Signature]  
Print Name: Dianjhan (DJ) Williams-Persad

WITNESSES:

(Signature)

Printed Name: ARTURO F. PEÑA

(Signature)

Printed Name: Priscilla Rivas

**DEVELOPER:**

**RD FLAGLER VILLAGE, LLC, Florida limited liability company**

By: RD FLAGLER VILLAGE PROPERTY OWNER, LLC, a Florida limited liability company, its managing member

By: RELATED DEVELOPMENT, LLC, a Florida limited liability company, its managing member

By: PRH INVESTMENTS, LLC, Florida limited liability company, its managing member

By: PRH RELATED HOLDINGS, LLC, a Florida limited liability company, its managing member

By: PEREZ ROSS HOLDINGS, LLC, a Florida limited liability company, its managing member

By:

Print Name: Matthew J. Allen

Address: 315 S. Biscayne Boulevard, 4<sup>th</sup> Floor  
Miami, FL 33131

Dated this 6<sup>th</sup> day of August, 2014.

STATE OF Florida,  
COUNTY OF Miami Dade SS.

The foregoing instrument was acknowledged before me this 6<sup>th</sup> day of August, 2014, by Matthew J. Allen, as Vice President of Perez Ross Holdings, LLC, a Florida limited liability company, as managing member of PRH Related Holdings, LLC, a Florida limited liability company, as managing member of PRH Investments, LLC, a Florida limited liability company, as managing member of Related Development, LLC, a Florida limited liability company, as managing member of RD Flagler Village Property Owner, LLC, a Florida limited liability company, as managing member of RD FLAGLER VILLAGE, LLC, a Florida limited liability company, on behalf of the company. He or she is:

☒ personally known to me, or ☐ produced identification. Type of identification produced

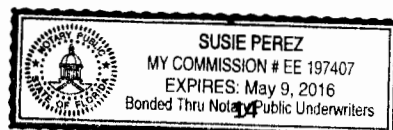
(Seal)

My commission expires:

MAY 9, 2016

NOTARY PUBLIC:

Print name: SUSIE PEREZ



**EXHIBIT "A"**

**PROPERTY LEGAL DESCRIPTION**

**All of Parcel "A", MINTO FEDERAL, according the plat thereof,  
as recorded in Plat Book 177, Page 103 of the Public Records of  
Broward County, Florida.**



**EXHIBIT "B"**

**Developer Streetscape Improvements**  
**(including costs)**

1. Streetscape Grant Application
2. Project Budget

**Flagler Heights Strategic Investment Streetscape Program  
Application Form  
PLEASE SUBMIT FOUR COPIES OF THE APPLICATION PACKAGE**

1. Address of project requesting CRA Investment:

2. Name of Applicant: RD Flagler Village, LLC

Address of Applicant: 315 S. Biscayne Blvd, Miami, FL 33131

Phone: 305-533-0007 Fax:

Email: artuop@relatedgroup.com

3. Does the applicant own project property? ☒ Yes ☐ No

If "no" box is checked, when will property be in control (own or long-term lease) of the applicant?

---

Indicate the owning entity of the property (i.e. name on property title):

---

4. What is the total estimated project investment?

Current assessed value: \$11,457,000.00

New capital investment dollars: \$85,800,000.00

Total estimated new assessment: \$59,200,000.00

5. What is the percentage (%) amount of ownership equity relative to total estimated investment?

☒ 20% or more

☐ 10% to 19.9%

☐ Less than 10%

☐ None

6. When is it anticipated that construction will begin, assuming project receives funding assistance from this program?

  X   Less than 12 months (Project is currently under construction)

       12 to 16 months

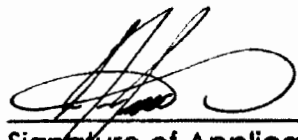
       16 to 24 months

       Longer

7. Include with this application:

- Description of proposed development/improvement to the property
- Preliminary site plan, floor plans and renderings that enable staff to determine quality of design; parking must be included in the site plan and meet current code regulations
- Infrastructure improvements, if any, in either the public ROW or on private property
- Preliminary project schedule
- Tenant makeup
- Resume of developer indicating related development experience
- Business and Financial Information:
  - \*Business Plan
  - \*Pro forma
  - \*Mortgage on property
  - \*Lease agreements
  - \*Letter of Intent from lending institution
  - \*Partnership and/or ownership information with equity positions

The Flagler Heights Strategic Investment Streetscape Program benefits are contingent on funding availability and CRA approval, and are not to be construed as an entitlement or right of a property owner or applicant. Properties in the CRA areas are not eligible for City/CRA funded programs when such funding conflicts with the goals expressed in the CRA Strategic Finance Plan or Community Redevelopment Plan.



Signature of Applicant

RD FLOWER VILLAGE, LLC

10-14-2013

Date

## BUDGET

11/5/2013

# RD Flagler Village

## Offsite Cost of Work Summary

Owner: RD Flagler Village, LLC  
Contractor: Moss & Associates, LLC

# MOSS

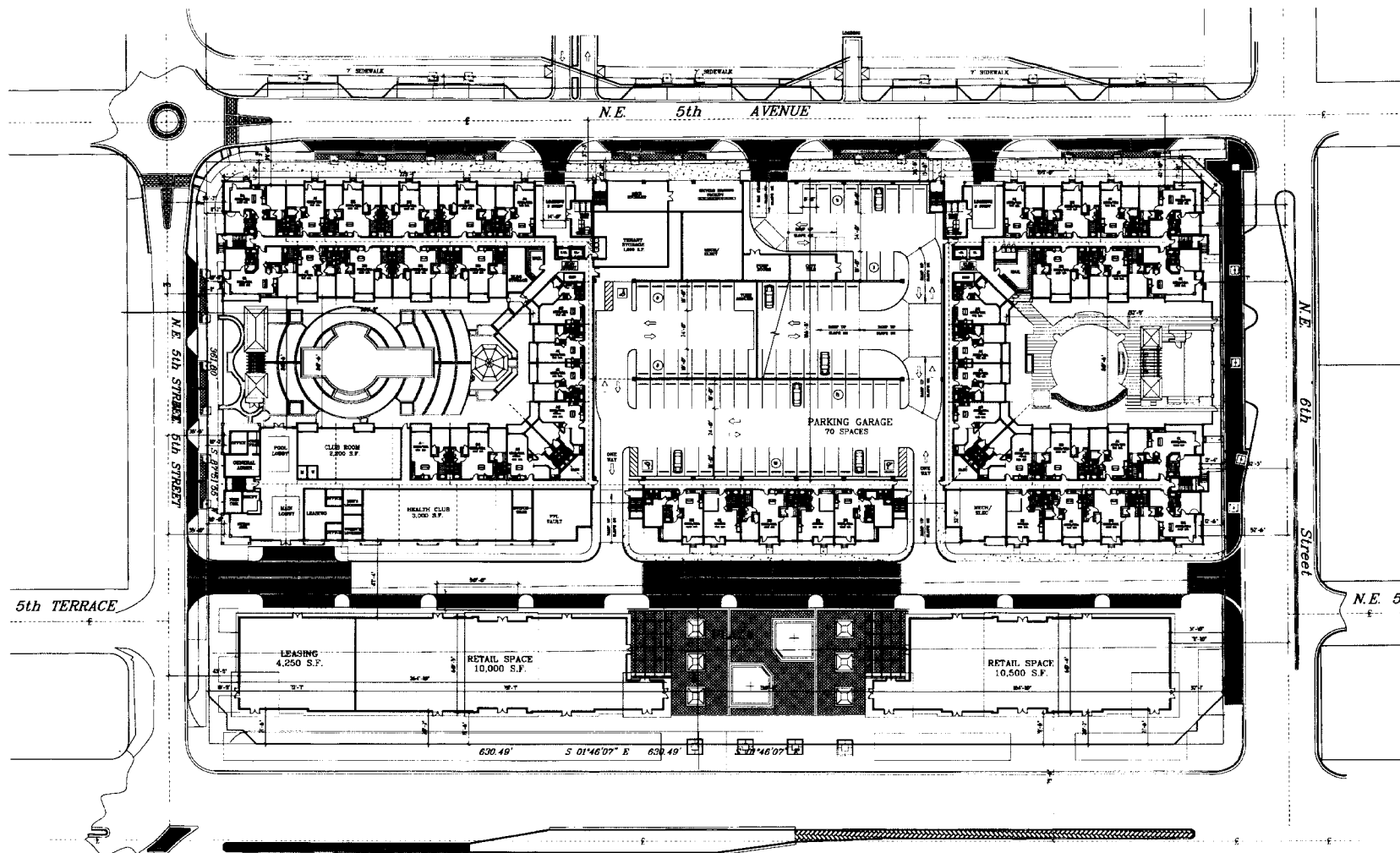
No.	Trade Item	Associated Cost	5th St	5th Ave	6th St	Fed
1.1	General Requirements					
2.1	Demolition	Included in 2.3				
2.2	Dewatering - Allowance	-				
2.3	Site Demolition Clearing	14,658		\$ 11,193.00		\$ 3,465.00
2.4	Site Earthwork	24,266		\$ 16,696.00		\$ 7,570.00
2.5	Paving	116,491	\$ 6,090.60	\$ 32,981.80	\$ 14,091.00	\$ 63,328.00
	Turn & Bus Lane Elimination	(102,533)				\$ (102,533.00)
2.6	Off-Site Underground Utilities ( Water , Sewer & Storm )	205,700	\$ 8,400.00	\$ 125,000.00	\$ 33,400.00	\$ 38,900.00
2.6	Off-Site Utilities - Cost for FPL Ductbank & Removal of OH Lines	250,410	\$ 200,410.00	\$ 50,000.00		
	Off-Site Utilities - Cost for Comcast Utility Relocation	6,638	\$ 6,638.00			
	Off-Site Utilities - Cost for TECO Removal of Gas Lines	2,640	\$ 1,320.00		\$ 1,320.00	
2.7	Vibrocompaction	-				
2.8	Landscaping & Irrigation	64,800	\$ 12,960.00	\$ 32,400.00	\$ 12,960.00	\$ 6,480.00
	Landscaping & Irrigation due to Elimination of Bus/Turn Lanes	6,697				\$ 6,697.00
2.9	Pavers	20,609	\$ 5,152.25	\$ 10,304.50	\$ 5,152.25	
2.10	Site Furnishing - (Bike Racks, Tree Grates) - Allowance	20,700	\$ 5,400.00	\$ 9,900.00	\$ 5,400.00	
2.11	Garage Striping & Wheel Stops	-				
2.12	Chain Link Fencing	-				
2.13	Final Survey/Formboard Survey/Final Elevation Certificate	-				
3.1A	CIP & Masonry Shell - Residential & Garage	-	-	-	-	-
4.1	Masonry	-	-	-	-	-
5.1	Misc. Metal Fabrications & Structural Steel	-	-	-	-	-
6.1	Rough Carpentry	-	-	-	-	-
7.1	Waterproofing & Windows	-	-	-	-	-
8.1	Windows & Doors	-	-	-	-	-
9.1	Finishes	-	-	-	-	-
10.1	Specialties	-	-	-	-	-
11.1	Appliances	-	-	-	-	-
12.1	Furnishings	-	-	-	-	-
13.1	Swimming Pools, Spas & Fountains	-	-	-	-	-
14.1	Elevators	-	-	-	-	-
15.1	Fire Protection Sprinkler System	Included in 2.6				
15.2	Plumbing	Included in 2.6				
15.3	HVAC	-				
16.1	Electrical	87,675	\$ 20,875.00	\$ 37,575.00	\$ 29,225.00	
<b>SUB-TOTAL: Cost of Work Div 02-16</b>		<b>718,751</b>	<b>\$ 267,245.85</b> 37%	<b>\$ 326,050.30</b> 45%	<b>\$ 101,548.25</b> 14%	<b>\$ 23,907.00</b> 3%
1.00%	Construction Contingency					
0.00%	Escalation Contingency	by Owner				
1.25%	Sub-Guard / Sub Contractor Bonds		\$ -	\$ -	\$ -	\$ -
	General Conditions		\$ -	\$ -	\$ -	\$ -
<b>SUB-TOTAL: DIRECT WORK</b>		<b>\$ 718,751</b>	<b>\$ 267,246</b>	<b>\$ 326,050</b>	<b>\$ 101,548</b>	<b>\$ 23,907</b>
0.00%	Building Permit	By Owner				
1.30%	General Liability Wrap		\$ -	\$ -	\$ -	\$ -
0.90%	New Code Impact Allowance	By Owner				
0.00%	Builders Risk Insurance	By Owner				
<b>SUB-TOTAL</b>		<b>\$ 718,751</b>	<b>\$ 267,246</b>	<b>\$ 326,050</b>	<b>\$ 101,548</b>	<b>\$ 23,907</b>
0.90%	CM Payment and Performance Bond		\$ -	\$ -	\$ -	\$ -
3.50%	Fee		\$ -	\$ -	\$ -	\$ -
<b>TOTAL OFFSITE CONSTRUCTION COST</b>		<b>\$ 718,751</b>	<b>\$ 267,246</b>	<b>\$ 326,050</b>	<b>\$ 101,548</b>	<b>\$ 23,907</b>

**CRA 50% contribution= \$359,375.50**

**EXHIBIT "C"**

**Approved Plans and Specifications**

1. See plans on file at City's Planning and Zoning Department  
Case No. 38-R-12
2. See construction plans on file at Building Department (Master Permit Nos. 12081084,  
12101346 and 12101355)
3. Approved site plan (see attached)



NORTH FEDERAL HIGHWAY \* U.S. HIGHWAY #1  
(N.E. 6th AVENUE)



GROUND LEVEL PLAN

SCALE: 1" = 30'

PRELIMINARY DESIGN FOR:  
**HENRY SQUARE**  
FORT LAUDERDALE, FLORIDA

**COHEN • FREEDMAN • ENCINOSA & ASSOC.**  
**Architects, PA**  
8085 N.W. 155th Street Miami Lakes, Florida 33016 305-926-1999  
AA 000778

**A.1**  
2703

**EXHIBIT "D"**

**Project Construction Pricing and Material list**

# EXHIBIT D

## Project Construction Pricing and Material List

### RD Flagler Village Offsite Cost of Work Detail

Owner: RD Flagler Village, LLC  
Contractor: Moss & Associates, LLC



No.	Trade Item	5th St	5th Ave	6th St	Fed
2.3	Site Demolition Clearing		\$ 11,193.00		\$ 3,465.00
			575 LF Demo Valley		550 LF Demo Curb
			4080 SF Demo Asphalt		3200 SF Demo Sidewalk
			2 EA Cut and Cap Existing Water Main		550 LF Sawcut
			715 LF Grout/Remove Ex. Water Main		
2.4	Site Earthwork		\$ 16,696.00		\$ 7,570.00
			647 LF Grade Curb Pad		3310 SF Grade Green Areas
			382 LF Grade Valley Pad		760 LF Curb Pad
			3375 SF Grade Parking Stalls		
2.5	Paving & Concrete	\$ 6,090.60	\$ 32,981.80	\$ 14,091.00	\$ 63,328.00
		400 SY Mill & Overlay 1" Asphalt	4080 SF 8" Limerock Base	220 LF Remove F Curb	965 SY Balance Subgrade
		167 LF Valley Gutter	4080 SF 1.5" Type S-III Asphalt (2 lifts)	800 LF Saw Cutting	925 SY 9" Type B 12.5 Base
		172 LF D Curb	3375 SF 6" Limerock Base	210 LF Curb Pad	840 SY 2" TYPE SP Asphalt
		27 LF F Curb	383 LF Valley Gutter	90 SY Balance Subgrade	840 SY 1.5" Type FC12.5 Asphalt
		1431 SF 6" Limerock Base	370 LF D Curb	90 SY Stabilized Subgrade	570 LF Type F Curb
			277 LF F Curb	90 SY 8" Limerock Base	190 LF Valley Gutter
				90 SY 1.5" Ty S-111 Asphalt (2 Lifts)	1 LS FDOT Drainage
				70 LF D Curb	
				160 LF F Curb	
				50 LF Valley Gutter	
				1 LS Striping	
	Turn & Bus Lane Elimination				\$ (102,533.00)
					-550 LF Demo Curb
					-3200 SF Demo Sidewalk
					-550 LF Sawcutting
					-3310 SF Grade Green Area
					-760 LF Curb Pad
					-965 SY Balance Subgrade
					-925 SY 9" Type B 12.5 Base
					-840 SY 2" TYPE SP Asphalt
					-840 SY 1.5" Type FC12.5 Asphalt
					-570 LF Type F Curb
					-190 LF Valley Gutter
					- 1 LS FDOT Drainage
					130 LF Demo Curb
					3200 SF Demo Sidewalk
					256 LF Sawcutting
					1 LS MOT
					3 ea Relocate Street Light Pull Boxes



No.	Trade Item	5th St	5th Ave	6th St	Fed
	Sistrunk Delegation Request			\$ (22,907.00)	
				-220 LF Remove F Curb	
				-800 LF Saw Cutting	
				-210 LF Curb Pad	
				-90 SY Balance Subgrade	
				-90 SY Stabilized Subgrade	
				-90 SY 8" Limerock Base	
				-90 SY 1.5" Ty 5-111 Asphalt (2 Lifts)	
				-70 LF D Curb	
				-160 LF F Curb	
				-50 LF Valley Gutter	
				-1 LS Striping	
				-220 LF Demo Separator	
				-340 LF Separator	
2.6	Off-Site Underground Utilities ( Water , Sewer & Storm )	\$ 8,400.00	\$ 125,000.00	\$ 33,400.00	\$ 38,900.00
		2 Ea 2" Gate Valves	680 LF 8" Water Main	1 EA Sanitary Man Hole	71 LF 18" RCP
		2 EA 6" Tapping Sleeve	680 LF 2" Water Main Removal	1 Ea 2" Water Service	115 LF 18" SRCP Exfiltration Trench
		4 EA 6" Gate Valves	110 LF 6" Sanitary Lateral	2 EA Re-Build Existing Bench at Manhole	1 EA Core Existing Inlet
			2 EA Core Existing Manhole	1 EA 6" Fire Service	1 EA Convert Existing P6 to Manhole
			4 EA Sewer Lateral Tie-In	1 EA Valley Intlet	3 EA Type P Structures
			1 LS MOT	1 EA Plug Existing 2" Water Main	2 EA Baffles
			1 LS Sewer Testing	1 EA Tap Existing 10" Main for new 8" Main	1 LS Drainage Testing
			1 LS Water Main Testing	2 EA 8" Gate Valves	
			1 LS Trench Shoring	1 Ea 10"x8" Tapping Sleeve	
				1 LS MOT	
	Off-Site Underground Utilities Water, Sewer & Storm)			\$ 30,674.00	
	Sewer Main Repair for City			184 HRS T&M Labor	
				64 HRS T&M Equipment	
				40 LF 10" PVC SDR-26 Pipe & Fern-Coe	
				20 TN 57 Stone	
				1 LS MOT	
				1 LS Trench Shoring	
				1 LS Restoration/Asphalt Patch	
				8 HR Vac Truck	
				8 HR Televising Truck	
2.6	Off-Site Utilities -	\$ 200,410.00	\$ 50,000.00		
	Cost for FPL Ductbank & Removal of OH Lines	280 LF Ductbank	680 LF Remove OH Telecom, Power and Poles		
		280 LF Reomove OH Power Lines			
		1 LS Dewatering			
	Off-Site Utilities - Cost for Comcast Utility Relocation	\$ 6,638.00			
		280 LF Remove OH Telecom			

No.	Trade Item	5th St	5th Ave	6th St	Fed
	<b>Off-Site Utilities - Cost for TECO Removal of Gas Lines</b>	\$ 1,320.00		\$ 1,320.00	
		1 LS Removal of Gas Line		1 LS Removal of Gas Line	
<b>2.8</b>	<b>Landscaping &amp; Irrigation</b>	\$ 12,960.00	\$ 32,400.00	\$ 12,960.00	\$ 6,480.00
		3 Ea 18' Oak Trees	7 Ea 18' Oak Trees	8 Ea 18' Oak Trees	16 Ea 24' Oak Trees
		4 EA 14' Clusia Trees	11 EA 16' Calophyllum Trees	160 EA 3 Gallon Shrubs	4 EA 20' Royal Palms
		3 EA 8' Jatropha Trees	10 EA 8' Jatropha Trees	Irrigation	249 EA 3 Gallon Shrubs
		1 EA 20' Royal Palm	2 EA Madjool Date Palms		Irrigation
		2 EA Christmas Palm	711 EA 3 Gallon Shrubs		2000 SF Sod
		570 EA 3 Gallon Shrubs	Irrigation		
		Irrigation			
	<b>Landscaping &amp; Irrigation due to Elimination of Bus/Turn Lanes</b>				\$ 6,697.00
					1669 EA 3 Gallon Shrubs
					-2000 SF Sod
					4 EA ADA Cast Iron Tree Grates
<b>2.9</b>	<b>Pavers</b>	\$ 5,152.25	\$ 10,304.50	\$ 5,152.25	
		1431 SF 3.5" Vehicular Pavers	3375 SF 3.5" Vehicular Pavers	6400 SF Lift/Reset Shellstone Pavers	
<b>2.10</b>	<b>Site Furnishing - (Bike Racks, Tree Grates) - Allowance</b>	\$ 5,400.00	\$ 9,900.00	\$ 5,400.00	
		6 Ea ADA Cast Iron Tree Grates	11 EA ADA Cast Iron Tree Grates	6 Ea ADA Cast Iron Tree Grates	
<b>16.1</b>	<b>Electrical</b>	\$ 20,875.00	\$ 37,575.00	\$ 29,225.00	
		5 EA Street Lights	9 EA Street Lights	7 Ea Street Lights	
		360 LF Street Light Circuits	680 LF Street Light Circuits	360 LF Street Light Circuits	