



CITY OF FORT LAUDERDALE
City Commission Agenda Memo
CRA BOARD MEETING

#23-0958

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

FROM: Greg Chavarria, CRA Executive Director 
Greg Chavarria (Nov 7, 2023 06:20 EST)

DATE: November 7, 2023

TITLE: **REVISED CRA R-2** - Resolution Approving an \$8,000,000 Development Incentive Program Forgivable Loan and a \$2,000,000 Development Incentive Program Zero Interest Loan to Sunshine Shipyard, LLC for the Arcadian Project located at 640 NW 7th Avenue, Authorizing a Lease of Commercial Space in the Project to the Fort Lauderdale Community Redevelopment Agency, Authorizing the Executive Director to Execute Any and All Related Instruments, and Delegating Authority to the Executive Director to Take Certain Actions - **(Commission Districts 2 and 3)**

Recommendation

Staff recommends the Community Redevelopment Agency (CRA) Board of Commissioners approve a Resolution for an \$8,000,000 Development Incentive Program forgivable loan and a \$2,000,000 Development Incentive Program zero interest loan to Sunshine Shipyard, LLC for the Arcadian Project at 640 NW 7th Avenue, authorize a lease of commercial space in the project to the Fort Lauderdale Community Redevelopment Agency, authorize the Executive Director to execute any and all related instruments, and delegate authority to the Executive Director to take certain actions.

Background

The Northwest-Progresso-Flagler Heights Community Redevelopment Agency (NPF CRA) has received a CRA funding application from Sunshine Shipyard, LLC (Developer) for a \$10,000,000 Development Incentive Program Loan for the "Arcadian", a new mixed use development project to be located at 640 NW 7th Avenue. A location map is attached as Exhibit 1, the Developer's CRA Funding Application is attached as Exhibit 2, and the Broward County Property Appraiser information is attached as Exhibit 3.

The project will be constructed on the city block bordered by Sistrunk Boulevard to the south, NW 7th Street to the north, Avenue of the Arts (NW 7th Avenue) to the west, and NW 6th Avenue to the east. It includes an area of 3.47 acres of land assembled by the Developer between June 6, 2018 and April 10, 2019 at a cost of approximately \$9.8 million. The property was previously occupied by industrial and light industrial uses including the Sunshine Auto Salvage Yard which occupied the majority of the site. At the request of the Developer, on September 1, 2020, those portions of the site zoned for

Industrial use were rezoned by the City Commission to NWRAC MUe (Northwest Regional Activity Center Mixed Use East) and on July 5, 2022, the City Commission approved the site plan for the project with an affordable housing height bonus and an affordable Housing Development Agreement on August 16, 2022. The site has been cleared of all prior structures and the Final Development Review Committee (DRC) Certificate of Compliance is attached as Exhibit 4.

The approved project consists of an 8-story, mixed-use, mixed-income, multi-family development containing 480 residential rental units which includes 8 live/work units with 15,235 square feet of ground floor commercial space consisting of 7,735 square feet of retail and 7,500 square feet of restaurant use, and 606 parking spaces with structured parking. The residential unit mix consists of 90 - approximately 482 square foot studio units, 292 - approximately 653-899 square foot one bedroom/one bath units, and 98 - approximately 923-1,062 square foot two bedroom/two bath units. Of the 480 residential units, 10% (48 units) will be permanent affordable units rented to residents with incomes less or equal to 100% of the Broward County median family income (MFI) adjusted for household size, as determined by HUD on an annual basis, with rent and utility costs not to exceed 30% of the gross annual household income. The residential units set aside as affordable units in perpetuity will include 10 studio units renting for approximately \$1,680/month, 28 one bedroom-one bath units renting for approximately \$1,856/month, and 10 two bedroom-two bath units renting for approximately \$2,089/month. The affordable units will be scattered between all eight floors and appearances, finishes, and materials will not vary between affordable units and other units. A copy of the Affordable Housing Agreement with the City of Fort Lauderdale is attached as Exhibit 5, including requirements for annual reporting, restrictive covenants and marketing plan to promote the rental of affordable units. The remainder of the residential units in the development will be rented at market rate. The average monthly rent for the market rate units will be approximately \$2,016 for a studio apartment, \$2,160 for a one bedroom-one bath apartment, and \$2,592 for a two bedroom-two bath apartment.

Residential unit amenities and features for all apartments will include Energy Star stainless steel appliances including range, refrigerator, washer/dryer, and microwave, majestic bathroom mirrors, upscale obsidian floor tile, stone composition countertops, and all units will have balconies. The very attractive design includes two mixed-use buildings with a central atrium and two swimming pools. There will be secure access to the parking garage for 606 cars, 24/7 recorded security camera monitoring, bicycle racks, two jumbo screens, one in each courtyard, each with its own swimming pool in addition to a kid's playground and pet park. Other features include a fitness center, club rooms, kid's room, business center, mail/package room, lounge area and pedestrian paseo that provides a 30 foot wide central passage from east to west at midblock with access to building services and features. The paseo creates a unique public space and access to ground floor residential amenities at the base of the parking garage such as the lobby and gym that face the paseo.

First floor retail is located primarily along Sistrunk Boulevard and the Avenue of the Arts. Three corners of the site will provide plazas that allow for ample pedestrian circulation

and outdoor dining opportunities. In addition to affordable housing, as a community benefit, 2,500 square feet of commercial space in the project will be reserved for the CRA (or Invest Fort Lauderdale, its Economic Development Corporation (EDC)) at \$12 per square foot NNN (with standard CPI annual escalations) for a period of 15 years. This will be a great opportunity for the CRA or its EDC to attract and target small businesses to the area offering an affordable rent.

Proposed building materials consist of limestone, steel mesh, aluminum, stucco, glass and decorated perforated canvas for the garage. The building provides a 15-foot-high ground floor, stone finish walls, and decorative aluminum trellises for shading along Sistrunk Boulevard and Avenue of the Arts. Floors two through five are framed providing articulation to the facades. The parking garage is enhanced with artwork and balconies are contained throughout the building, providing depth, articulation and unit activation along the four facades. Shade trees along with the trellises shade pedestrian space and the sidewalks along all facades. The project's key sustainability features include over 75% green roof area, heat mitigation through choice of material, and electric vehicle charging stations. The project is committed to become National Green Building Standard (NGBS) Gold Certified by Home Innovation Research Labs, providing the highest performance levels in energy efficiency, water efficiency, resource efficiency, lot development, operation, maintenance and air quality. Plans for the Project are attached as Exhibit 6.

The Developer, Sunshine Shipyard LLC, is an affiliated company of Fuse Group Investment Companies, led by founder and CEO Eyal Peretz. Fuse Group has been investing in the CRA and specifically the Sistrunk area for the last six years, with a mission of making the Sistrunk District a vibrant epicenter which is full of life and occupied by businesses, retail, lifestyle and entertainment to serve and empower the community, proving infrastructure and transforming the visual experience of the area. Fuse Group (Fuse 9, LLC) has partnered with Boca Paila, LLC on this project. Boca Paila is led by Mauricio Girault, founder and CEO of Grupo Krea, a leading developer of affordable and workforce housing. Mr. Girault has built large-scale integrated communities amounting to over 14,000 residential units in eleven large scale projects and is known for innovation in construction using the latest cost and time efficient technologies. Grupo Krea has partnered with South Pointe Construction as a general Contractor to undertake the construction of the Arcadian using the aluminum form construction method. South Pointe Construction has a proven track record spanning over three decades in the construction and development industry of South Florida, including over \$1 billion of construction volume, including single family, multi-family, office, medical, restaurant and special purpose structures. A few sample projects include Sapphire Condominium in Fort Lauderdale, The Estates of Acqualina in Sunny Isles, The Ritz Carlton Residences in Sunny Isles, and Millicento Condominium on Brickell in Miami. Other members of the Arcadian project team include Behar Font & Partners (Architect), Witkin Hults + Partners (Landscape Architect), Flynn Engineering Services, PA. (Land Planner and Civil Engineering), and Holland & Knight, LLP (Land Use Attorney).

The total estimated project Development Budget is \$153,384,269 including:

Land	\$25,000,000
Design & Engineering	\$1,998,990
Permits & Licenses	\$4,505,979
Other Soft Costs	\$7,336,639
Hard Costs	\$103,168,054
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CRA funding for the project represents 6.5% of the total Development Budget. Developer equity (\$44,904,269) represents 29.3% of the budget, with lender financing of \$98,500,000 (64.2%). A comparison of other CRA funded Development Incentive Program projects is provided below.

Project	Estimated Capital Investment (ECI)	CRA Award	CRA Award Percentage of ECI
Food and Friends	\$1.3 Million	\$1.1 Million	84%
Dales Wheels and Tires	\$0.97 Million	\$.7 Million	74%
Hoover Awning	\$1.5 Million	\$1.1 Million	73%
YMCA	\$15 million	\$10 Million	67%
Victory Complex	\$4 Million	\$2.4 Million	60%
Aldridge and Larimore	\$18.57 Million	\$8.0 Million	43%
Jack and Jill School	\$7.1 Million	\$2.5 Million	35%
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Thrive Development	\$15.4 Million	\$3.5 Million	26%
Sistrunk Market	\$5.9 Million	\$1.4 Million	23%
Sistrunk Townhomes	\$6.9 Million	\$1.5 Million	22%
Six 13 Apartments	\$33.5 Million	\$7.0 Million	21%
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Triangle Services	\$7.8 Million	\$1.5 Million	19%
The Adderley	\$103.7 Million	\$12.0 Million	12%

The \$10,000,000 Development Incentive Program (DIP) Loan for the Arcadian Project will consist of an \$8,000,000 DIP forgivable loan, forgiven ~~once~~ **5 years after** the entire project receives a Certificate of Occupancy (CO), and a \$2,000,000 DIP loan at 0% interest, repaid by the Developer at \$200,000 per year for 10 years following CO. CRA funding will be secured by a mortgage on the property subordinate to the first mortgage construction and permanent financing. CRA funding will be applied to project construction cost.

As an additional community benefit of the project, the DIP loan payments will be assigned to Invest Fort Lauderdale for reinvestment back into the CRA area. Community benefits from the project also include approximately 1,670 jobs, including 68 permanent jobs for retail employees, 1,460 direct and indirect jobs from construction activity, and 142 jobs from resident spending, and an estimated \$154 million in economic activity from

construction, retail and resident spending. In addition, the project is estimated to generate up to \$31 million in real estate taxes over the next 15 years.

A series of factors make CRA funding critical to the project, including an increase in construction cost (up 40% over the past 36 months), insurance premiums (a 33% increase over the last year), and increase in interest rates (significantly impacting the cost of development) since the project was initially planned. In this volatile and changing development market, without CRA funding, acceptable investment measures of risk cannot be met when analyzing the projected return on investment to the cost of the project.

In order to be able to fund this project, the CRA, at the request of Fuse Group (Exhibit 7), will take the \$4 million approved under the DIP Program by the CRA Board on December 7, 2021 for the proposed 909 Sistrunk Project awarded to 909 NW 6 St LLC (A Fuse Group subsidiary) and reallocate these funds to the Arcadian Project.

These are not CRA tax increment funds (TIF), but rather are funds that are part of the \$22.5 million Truist Bank Loan the CRA took out in 2021 to help jump start larger development projects before the NPF CRA is scheduled to sunset in November 2025. Fuse Group has proposed changes to the 909 Sistrunk Project that will delay the start of construction. To accommodate the changes, funding for the 909 Sistrunk Project will now be recommended from CRA TIF FY 2024-2025 tax increment revenues. An Amended Letter of Intent with 909 NW 6 Street LLC and changes in CRA source of funds for the 909 Sistrunk Project will be presented to the CRA Board for their consideration at their meeting of November 21, 2023.

An additional \$3 million will be allocated to the Arcadian Project in CRA TIF FY 2023-2024 funding, with the last \$3 million installment to the Arcadian Project of CRA funding allocated in TIF FY 2024-2025. The Arcadian Project will be developed in two phases. With CRA funding approval, Phase 1 of this shovel ready project will commence immediately with completion and stabilization at the end of 2025. Phase 2 will commence in April 2025 with completion and stabilization in 2027.

At their meeting of September 12, 2023, the NPF CRA Advisory Board unanimously recommended that that the CRA Board:

- 1) Approve a \$10,000,000 Development Incentive Program loan to Sunshine Shipyard, LLC for the Arcadian Project, consisting of a \$8,000,000 forgivable loan and a \$2,000,000 zero interest loan repaid over 10 years with CRA loan payments assigned to Invest Fort Lauderdale, the CRA's economic development corporation, and
- 2) Approve changes to the 909 Sistrunk Project with 909 NW 6 St LLC, including scope, schedule, and source of CRA funds.

A copy of the minutes of the September 12, 2023 NPF CRA Advisory Board is attached as Exhibit 8. The Development Incentive Program Letter of Intent with Sunshine Shipyard LLC for the Arcadian Project and Resolution is attached as Exhibits 9 and 10.

Consistency with NPF CRA Community Redevelopment Plan

The NPF CRA Community Redevelopment Plan promotes programs and projects that will have a positive impact on neighborhood residents and low and moderate income households within the NPF CRA. The Redevelopment Program will assist in providing incentives as inducements to stimulate development to upgrade and replace incompatible land uses and blighting conditions affecting the area, and the Redevelopment Plan will help preserve and expand the supply of affordable housing and provide improvements to enhance the overall environment, improve the quality of life and attract sound business and commercial development that provide employment and job opportunities.

A major component of the redevelopment strategy for the NPF CRA is the revitalization of the residential neighborhoods. The Redevelopment Program seeks to preserve and expand affordable housing in the entire redevelopment area. Per the CRA plan, the CRA will establish incentive programs to address redevelopment obstacles. The CRA Program 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, promote public private partnerships and investment in the redevelopment area. In addition, per the Future Land Use Plan and CRA Plan, redevelopment and housing opportunities for low, very low, and moderate-income households within the Northwest RAC should be encouraged.

Resource Impact

There will be a fiscal impact to the CRA in the amount of \$10,000,000. Funds for this transaction will be spread over two years; \$7,000,000 in Fiscal Year 2024 and \$3,000,000 in Fiscal Year 2025.

Future expenditures are contingent upon approval and appropriation of the annual budget.

Funds available as of October 1, 2023					
ACCOUNT NUMBER	COST CENTER NAME (Program)	CHARACTER /ACCOUNT NAME	AMENDED BUDGET (Character)	AVAILABLE BALANCE (Character)	AMOUNT
20-119-1532-552-40-4203- CRA092113	NPF CRA Business Incentives - Debt	Other Operating Expense/Redevelopment Projects	\$20,000,000	\$17,550,000	\$4,000,000
20-119-1531-552-40-4203- CRA092404	Development Incentive Improvement Program FY24	Other Operating Expense/Redevelopment Projects	\$15,150,540	\$15,150,540	\$3,000,000
TOTAL AMOUNT ►					\$7,000,000

Strategic Connections

This item is a *FY2024 Commission Priority*, advancing the Economic Development & Housing Accessibility initiatives.

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

- The Business Development Focus Area
- Goal 5: Build an attractive global and local economic community marketplace
- Objective: Nurture and support existing local businesses

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

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

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

- The 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.

- The Neighborhood Enhancement Focus Area
- The Future Land Use Element
- Goal 2: Sustainable Development: The City shall encourage sustainable, smart growth which designates areas for future growth, promotes connectivity, social equity, preservation of neighborhood character and compatibility of uses.
- The Housing Element
- Goal 1: The Comprehensive Plan shall support the provision of adequate sites for future housing, including affordable workforce housing, housing for low-income, very low-income, and moderate-income families, mobile homes, and group home facilities and foster care facilities, with supporting infrastructure and public facilities.
- Goal 2: Be a community of beautiful and healthy neighborhoods.

Attachments

Exhibit 1 - Location Map – The Arcadian

Exhibit 2 - Developer's CRA Funding Application for the Arcadian

Exhibit 3 - Broward County Property Appraiser Information

Exhibit 4 - Final Development Review Committee (DRC) Certificate of Compliance

Exhibit 5 - Affordable Housing Agreement for the Arcadian

Exhibit 6 - Arcadian Project Plans

Exhibit 7 - Letter from Fuse Group

Exhibit 8 - September 12, 2023 CRA Advisory Board Draft Minutes Recommending
Funding for the Arcadian Project and Changes to the 909 Sistrunk Project

Exhibit 9 - Development Incentive Program Letter of Intent – The Arcadian Project

Exhibit 10 - Resolution

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

CRA Executive Director: Greg Chavarria



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Recommendation

Staff recommends the Community Redevelopment Agency (CRA) Board of Commissioners approve a Resolution for an \$8,000,000 Development Incentive Program forgivable loan and a \$2,000,000 Development Incentive Program zero interest loan to Sunshine Shipyard, LLC for the Arcadian Project at 640 NW 7th Avenue, authorize a lease of commercial space in the project to the Fort Lauderdale Community Redevelopment Agency, authorize the Executive Director to execute any and all related instruments, and delegate authority to the Executive Director to take certain actions.

Background

The Northwest-Progresso-Flagler Heights Community Redevelopment Agency (NPF CRA) has received a CRA funding application from Sunshine Shipyard, LLC (Developer) for a \$10,000,000 Development Incentive Program Loan for the "Arcadian", a new mixed use development project to be located at 640 NW 7th Avenue. A location map is attached as Exhibit 1, the Developer's CRA Funding Application is attached as Exhibit 2, and the Broward County Property Appraiser information is attached as Exhibit 3.

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A copy of the minutes of the September 12, 2023 NPF CRA Advisory Board is attached as Exhibit 8. The Development Incentive Program Letter of Intent with Sunshine Shipyard LLC for the Arcadian Project and Resolution is attached as Exhibits 9 and 10.

Consistency with NPF CRA Community Redevelopment Plan

The NPF CRA Community Redevelopment Plan promotes programs and projects that will have a positive impact on neighborhood residents and low and moderate income households within the NPF CRA. The Redevelopment Program will assist in providing incentives as inducements to stimulate development to upgrade and replace incompatible land uses and blighting conditions affecting the area, and the Redevelopment Plan will help preserve and expand the supply of affordable housing and provide improvements to enhance the overall environment, improve the quality of life and attract sound business and commercial development that provide employment and job opportunities.

A major component of the redevelopment strategy for the NPF CRA is the revitalization of the residential neighborhoods. The Redevelopment Program seeks to preserve and expand affordable housing in the entire redevelopment area. Per the CRA plan, the CRA will establish incentive programs to address redevelopment obstacles. The CRA Program 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, promote public private partnerships and investment in the redevelopment area. In addition, per the Future Land Use Plan and CRA Plan, redevelopment and housing opportunities for low, very low, and moderate-income households within the Northwest RAC should be encouraged.

Resource Impact

There will be a fiscal impact to the CRA in the amount of \$10,000,000. Funds for this transaction will be spread over two years; \$7,000,000 in Fiscal Year 2024 and \$3,000,000 in Fiscal Year 2025.

Future expenditures are contingent upon approval and appropriation of the annual budget.

Funds available as of October 1, 2023					
ACCOUNT NUMBER	COST CENTER NAME (Program)	CHARACTER /ACCOUNT NAME	AMENDED BUDGET (Character)	AVAILABLE BALANCE (Character)	AMOUNT
20-119-1532-552-40-4203- CRA092113	NPF CRA Business Incentives - Debt	Other Operating Expense/Redevelopment Projects	\$20,000,000	\$17,550,000	\$4,000,000
20-119-1531-552-40-4203- CRA092404	Development Incentive Improvement Program FY24	Other Operating Expense/Redevelopment Projects	\$15,150,540	\$15,150,540	\$3,000,000
TOTAL AMOUNT ►					\$7,000,000

Strategic Connections

This item is a *FY2024 Commission Priority*, advancing the Economic Development & Housing Accessibility initiatives.

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

- The Business Development Focus Area
- Goal 5: Build an attractive global and local economic community marketplace
- Objective: Nurture and support existing local businesses

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

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

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

- The 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.

- The Neighborhood Enhancement Focus Area
- The Future Land Use Element
- Goal 2: Sustainable Development: The City shall encourage sustainable, smart growth which designates areas for future growth, promotes connectivity, social equity, preservation of neighborhood character and compatibility of uses.
- The Housing Element
- Goal 1: The Comprehensive Plan shall support the provision of adequate sites for future housing, including affordable workforce housing, housing for low-income, very low-income, and moderate-income families, mobile homes, and group home facilities and foster care facilities, with supporting infrastructure and public facilities.
- Goal 2: Be a community of beautiful and healthy neighborhoods.

Attachments

Exhibit 1 - Location Map – The Arcadian

Exhibit 2 - Developer's CRA Funding Application for the Arcadian

Exhibit 3 - Broward County Property Appraiser Information

Exhibit 4 - Final Development Review Committee (DRC) Certificate of Compliance

Exhibit 5 - Affordable Housing Agreement for the Arcadian

Exhibit 6 - Arcadian Project Plans

Exhibit 7 - Letter from Fuse Group

Exhibit 8 - September 12, 2023 CRA Advisory Board Draft Minutes Recommending
Funding for the Arcadian Project and Changes to the 909 Sistrunk Project

Exhibit 9 - Development Incentive Program Letter of Intent – The Arcadian Project

Exhibit 10 - Resolution

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

CRA Executive Director: Greg Chavarria

- R-2 [23-0958](#) Resolution Approving an \$8,000,000 Development Incentive Program Forgivable Loan and a \$2,000,000 Development Incentive Program Zero Interest Loan to Sunshine Shipyard, LLC for the Arcadian Project located at 640 NW 7th Avenue, Authorizing a Lease of Commercial Space in the Project to the Fort Lauderdale Community Redevelopment Agency, Authorizing the Executive Director to Execute Any and All Related Instruments, and Delegating Authority to the Executive Director to Take Certain Actions - (Commission Districts 2 and 3)

ADOPTED AS AMENDED

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

ADJOURNMENT

RESOLUTION NO. 23-13 (CRA)

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE FORT LAUDERDALE COMMUNITY REDEVELOPMENT AGENCY APPROVING A FORGIVABLE LOAN OF EIGHT MILLION DOLLARS (\$8,000,000) AND A NON-FORGIVABLE LOAN OF TWO MILLION DOLLARS (\$2,000,000) TO SUNSHINE SHIPYARD, LLC FOR THE ARCADIAN PROJECT UNDER THE DEVELOPMENT INCENTIVE PROGRAM; AUTHORIZING A LEASE OF COMMERCIAL SPACE OF REAL PROPERTY LOCATED AT 640 NW 7TH AVENUE TO THE FORT LAUDERDALE COMMUNITY REDEVELOPMENT AGENCY; AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE ANY AND ALL RELATED INSTRUMENTS; DELEGATING AUTHORITY TO THE EXECUTIVE DIRECTOR TO TAKE CERTAIN ACTIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Fort Lauderdale Community Redevelopment Agency ("CRA"), an agency authorized under Chapter 163, Part III of the Florida Statutes, was created to eliminate "slum and blight" and to stimulate community redevelopment; and

WHEREAS, the City Commission adopted Resolution No. 95-86 on June 2, 1995, finding the existence of slum and blight conditions in that area of the City of Fort Lauderdale, Florida (the "City") known as the Northwest-Progresso-Flagler Heights Community Redevelopment Area, as more particularly described in that resolution, (herein referred to as the "Redevelopment Area"); and

WHEREAS, by adoption of Resolution No. 95-170, the redevelopment plan for the Redevelopment Area was approved by the City Commission on November 7, 1995, and was amended in 2001 by Resolution No. 01-86, in 2002 by Resolution No. 02-183, in 2013 by Resolution No. 13-137, in 2016 by Resolution No. 16-52 and in 2018 by Resolution No. 18-226 and as subsequently amended (the "Redevelopment Plan"); and

WHEREAS, the CRA Development Incentive Program (DIP) is intended to support projects with an investment of \$5,000,000 or more; and

WHEREAS, Sunshine Shipyard, LLC, a foreign limited liability company ("Sunshine"), has applied for funding in the amount of \$10,000,000 for a mixed-use, mixed income development project located at 640 NW 7th Avenue with a total development cost of approximately \$153,384,269 (the "Project"); and

WHEREAS, the CRA Advisory Board for the Redevelopment Area approved funding for this Project on September 2, 2023; and

WHEREAS, staff finds that the physical improvements comply with the Redevelopment Plan and will improve the Redevelopment Area; and

WHEREAS, the Board of Commissioners of the CRA finds that development of the Project will enhance the physical appearance of the Redevelopment Area, create new businesses, affordable housing retail spaces, as well as facilitate a responsive and proactive business climate, all in accordance with and in furtherance of the Redevelopment Plan, as authorized by and in accordance with the Act; and

WHEREAS, the CRA Board finds that Sunshine has demonstrated that it has the financial capacity, legal ability, development experience and qualifications to develop this Project.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE FORT LAUDERDALE COMMUNITY REDEVELOPMENT AGENCY:

SECTION 1. That the Recitals set forth above are true and correct and incorporated herein by this reference.

SECTION 2. That the Fort Lauderdale Community Redevelopment Agency hereby approves a forgivable loan under the CRA's Development Incentive Program (DIP) in the amount of Eight Million and No/100 Dollars (\$8,000,000) and a non-forgivable loan in the amount of Two Million and No/100 Dollars (\$2,000,000) (collectively the "DIP Loans"), payable in equal installments of \$200,000 per year over a ten (10) year term following issuance of the Certificate of Occupancy, subject to the terms and conditions set forth in the Letter of Intent to Sunshine Shipyard, LLC.

SECTION 3. That the Board of Commissioners of the Fort Lauderdale Community Redevelopment Agency hereby approves a lease of commercial space not to exceed two thousand five hundred (2,500) square feet within the Project for a term of fifteen (15) years at the rate of \$12.00 per square feet plus its proportionate share of operating cost, taxes and insurance associated with the property to support and sustain small business development. This governing body delegates authority to the Executive Director to assign the commercial lease space to Invest Fort Lauderdale, Inc.

SECTION 4. That the governing body of the Fort Lauderdale Community Redevelopment Agency hereby authorizes execution of the Letter of Intent, in substantially the form attached to Commission Agenda Memorandum No. 23-0958, and any and all other documents or instruments, without further action or approval of this body. Except for the authority to increase the amount of the DIP loans, the Executive Director or his designee is delegated authority to negotiate additional terms and conditions, modify the terms, take further actions, and make such further determinations he deems advisable in furtherance of the goals and objectives of the Redevelopment Plan and to execute all instruments and documents necessary or incidental to consummation of the DIP Loans and lease of commercial space within the Project, including without limitation, execution of a Commercial Lease, Development Agreement, Satisfaction of Mortgage, Subordination Agreement or Estoppel Certificates.


SECTION 5. That the office of the General Counsel shall review and approve as to form all documents prior to their execution by the Executive Director.

SECTION 6. That this Resolution shall be in full force and effect upon final passage.

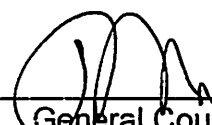
ADOPTED this 7th day of November, 2023.


Chair
DEAN J. TRANTALIS

ATTEST:


CRA Secretary
DAVID R. SOLOMAN

APPROVED AS TO FORM
AND CORRECTNESS:


General Counsel
THOMAS J. ANSBRO

Dean J. Trantalis Yea

John C. Herbst Yea

Steven Glassman Yea

Pamela Beasley-Pittman Yea

Warren Sturman Yea

DEVELOPMENT AGREEMENT
ARCADIAN

THIS DEVELOPMENT AGREEMENT (this "Agreement") is by and among:

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

and

SUNSHINE SHIPYARD, LLC, a Delaware limited
liability company, hereinafter referred to as the
"Developer".

W I T N E S S E T H:

WHEREAS, the Fort Lauderdale Community Redevelopment Agency, an agency authorized under Chapter 163, Part III of the Florida Statutes, was created to eliminate "slum and blight" and to stimulate community redevelopment; and

WHEREAS, the City Commission of the City of Fort Lauderdale adopted Resolution No. 95-86 on June 2, 1995, finding the existence of slum and blight conditions in that area of the City of Fort Lauderdale, Florida (the "City") known as the Northwest-Progresso-Flagler Heights Community Redevelopment Area, as more particularly described in that resolution, (herein referred to as the "Redevelopment Area"); and

WHEREAS, by adoption of Resolution 95-170, the redevelopment plan for the Redevelopment Area was approved by the City Commission on November 7, 1995, and was amended in 2001 by Resolution 01-86, in 2002 by Resolution 02-183, in 2013 by Resolution 13-137, in 2016 by Resolution 16-52 and in 2018 by Resolution. 18-226 and as subsequently amended (the "Redevelopment Plan"); and

WHEREAS, the Developer intends to construct a mixed use, mixed income development, consisting of an eight story building which shall include 480 multifamily rental units of apartments, commercial space of approximately 15,235 square feet and an eight story parking structure with 606 parking spaces; and

WHEREAS, the Developer has applied for funding in the amount of \$10,000,000 under the Agency's Development Incentive Program to fund a portion of the Project (defined herein); and

WHEREAS, on September 2, 2023, the CRA Advisory Board recommended approval of this Project (defined below); and

WHEREAS, the Board of Commissioners of the Agency finds that development of the Project will create stable communities, enhance the quality of life, improve the aesthetic and useful enjoyment of the Redevelopment Area; create economic development opportunities, all in accordance with and in furtherance of the Redevelopment Plan and as authorized by and in accordance with the Act; and

WHEREAS, the CRA Board finds that Sunshine Shipyard LLC has demonstrated that it has the financial capacity, legal ability, development experience, qualifications and ability best suited to construct and complete the Project; and

WHEREAS, on November 7, 2023, by Resolution 23-13 (CRA), the Board of Commissioners of the Agency approved an award of \$10,000,000 under the Development Incentive Program to the Developer, under the terms and condition described in the Letter of Intent dated January 31, 2024; and

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

ARTICLE 1 DEFINITIONS

As used in this Agreement the following terms shall have the following meanings:

"Affiliate", "Affiliated" or "Affiliated Person" means, when used with reference to a specific person:

- (1) Any Person that, directly or indirectly, through one or more intermediaries, controls or is controlled by or is under common control with the specified Person;
- (2) Any Person that is an officer of, partner in, member of, or trustee of, or serves in a similar capacity with respect to the specified Person or of which the specified Person is an officer, partner, member, or trustee, or with respect to which the specified Person serves in a similar capacity;
- (3) Any Person that, directly or indirectly, is the beneficial owner of 10% or more of any class of equity securities of, or otherwise has a

substantial beneficial interest (10% or more) in the specified Person, or of which the specified Person is directly or indirectly the owner of 10% or more of any class or equity securities or other form of ownership, or in which the specified Person has a substantial beneficial interest (10% or more); or

- (4) A relative or spouse of the specified Person.

As used in this definition, the term “relative” shall include all the relationships specified in § 732.103, Florida Statutes (intestate succession) as they pertain to the Person or the Person’s spouse, instead of decedent (e.g., the term includes brother-in-law or father-in-law).

“Agency” means the Fort Lauderdale Community Redevelopment Agency created pursuant to Part III of Chapter 163, Florida Statutes and by City of Fort Lauderdale Resolution No. 95-86 adopted by the City Commission on June 20, 1995, or its successors or assigns.

“Agency Forgivable Funds” or “Forgivable Funding” or Forgivable Loan” means a forgivable loan in the amount of Eight Million and No/100 Dollars (\$8,000,000.00) as evidenced by a Promissory Note to fund Hard Costs for developing the parking garage during Phase I of the Project and which shall be secured by a second mortgage on the Entire Site. Agency Funds shall not be used to fund Horizontal Improvements within a public right of way.

“Agency Non-Forgivable Funds” or “Non-Forgivable Funding” or “Non-Forgivable Loan” means a non forgivable loan in the amount of Two Million and No/100 Dollars (\$2,000,000.00) as evidenced by a Promissory Note to fund Hard Costs for developing the parking garage within Phase I of the Project and which shall be secured by a second mortgage on the Entire Site. This Agency Non-Forgivable Funds shall be repaid according to the terms set forth herein and, in the Agency Non-Forgivable Promissory Note. Agency Funds shall not be used to fund Horizontal Improvements within a public right of way.

“Agency Loan” or “Agency Funds” means the total amount of the Agency Non-Forgivable Loan and Agency Forgivable loan.

“Agreement” means this Development Agreement by and between the Agency and the Developer.

“Agency Documents” means this Agreement together with the documents and instruments described in Section 3.2. of Article 3 and such other certifications, affidavits and other instruments reasonably requested by the Agency.

“Authorized Representative” means as to the Agency, the Executive Director or his designee and Eyal Peretz, as to the Developer.

“Building Code” means the code which governs design and construction of infrastructure improvements, building and construction standards, review of plans for construction and infrastructure improvements, issuance of building permits, inspections for compliance with construction standards, issuance of Certificate of Occupancy, issuance of Certificate of Completion and other matters pertaining to construction of structures in the City.

“Building Permit” means, for each part of the infrastructure and improvements to be constructed on the Project, any building permit or development approval issued by the appropriate department, office or official of the City (or other governmental authority having jurisdiction over the Project) charged with reviewing the plans, specifications, drawings, details and other construction documents for compliance with the Building Code and other similar codes applicable to that part of the Project being constructed thereon, and having the authority to issue building permits or development approvals for infrastructure improvements or construction of buildings, structures or other improvements in accordance with construction documents therefor reviewed and approved by such department, office or official.

“Construction Lender” means a regulated financial institution selected by Developer and approved by the Agency, which approval shall not be unreasonably withheld conditioned or delayed, to provide construction financing for the Project.

“Contractor” means one or more individuals or firms constituting a general contractor properly licensed by Broward County, the State of Florida or other appropriate jurisdiction to the extent required by applicable law to perform contracting services to construct the Improvements, bonded to the extent required by applicable law and contract specifications and means a Contractor for site development work (infrastructure), structural improvements, underground water and sewer utilities, mechanical (HVAC), plumbing and electrical.

“Certificate of Occupancy or C/O” means wherever this term is used herein it shall refer to a final certificate of occupancy issued by the City’s building official pursuant to the Florida Building Code or other appropriate governing authority.

“City” means the City of Fort Lauderdale, a municipal corporation of the state of Florida.

“City Commission” means the elected officials and governing body of the City.

“Closing Date” means the date the Developer closes on its construction loan with the Construction Lender. The Closing Date shall occur on or before June 30, 2024. Developer may request that the Authorized Representative of the Agency extend the Closing Date for up to an additional sixty (60) days provided that Developer has used Reasonable Efforts in meeting the lending conditions of its Construction Lender and has secured a loan commitment, a copy of which has been provided to the Agency.

“Commencement Date” means, for purposes of this Agreement, commencement of the Horizontal and Vertical Improvements of the Project no later than June 1, 2024 (as to Phase I) and no later than July 2024 (as to Phase II).

“Completion Date” means the date on which a Certificate of Occupancy is issued for the entire Project (both Phase I and Phase II) which date shall be no later than twenty-four (24) months from the Commencement Date, subject to Force Majeure (as defined in 15.5) and extensions approved by the Executive Director.

“Contract Administrator” means the Executive Director of the Agency or his or her designee. For purposes of Article 5 and Section 6.2 of Article 2, the Contract Administrator shall be deemed the Area Manager for the Northwest-Progresso-Flagler Heights Community Redevelopment Area.

“CRA Advisory Board” means the City of Fort Lauderdale Northwest-Progresso-Flagler Heights Community Redevelopment Agency Advisory Board appointed by the City Commission to advise the City and CRA Board regarding community redevelopment matters affecting the Redevelopment Area.

“CRA Board” means the governing board of the Agency.

“Developer” means SUNSHINE SHIPYARD, LLC, a Delaware limited liability company.

“Developer Parcels” means the real property located at 640 NW 7th Avenue, 610 NW 7th Avenue, 600 NW 7th Avenue, 639 NW 6th Avenue, 615-621 NW 6th Avenue, 611 NW 6th Avenue and 601 NW 6th Avenue and legally described in Exhibit “A” attached hereto.

“Declaration of Developer Restrictive Covenants” means that instrument executed by Developer at closing on the Entire Site in favor of the Agency, in form and content acceptable to the Agency.

“Effective Date” means the date on which the last party executes this Agreement.

“Entire Site” or **“Property”** has the same meaning as Developer Parcels.

“Funding Agreement” if applicable, means that certain agreement which shall be entered into between the Agency and a Construction Lender or a mutually acceptable third-party disbursing agent, which will govern the disbursement and use of the Agency’s Forgivable Funds and Non-Forgivable Funds and the Construction Lender’s loan proceeds for construction of the Improvements.

“Hard Costs” means costs for labor and materials required to construct a permanent structure on the Entire Site and for installation of site improvements such as water, sewer, electric and other utilities, grading, paving and drainage improvements to

the Project Site. For purposes of funding the Agency Loan, Hard Costs shall be deemed to refer to hard costs associated with constructing the parking garage.

"Horizontal Improvements" means the water, sewer, electric and other utilities, grading, paving and drainage improvements to the Entire Site.

"Improvements" means collectively the Horizontal Improvements and Vertical Improvements to be constructed on the Entire Site as shown in the Developer's application for Agency funding and site plan approved by the appropriate governing authority, which is attached hereto as Exhibit "B".

"Owner" has the same meaning as Developer.

"Person" means any individual, corporation, firm, partnership, trust, association, or other entity of any nature.

"Phase I" means that portion of the Project consisting of 249 residential units, the parking garage and 16,992 square feet of amenities, including, without limitation, the courtyard, playground, pool fitness center and business center and also known as the South Tower.

"Phase II" means that portion of the Project consisting of 223 residential units and six retail units and also known as the North Tower.

"Plans and Specifications" means the documents required for the construction of the Improvements, that may include predesign plans and drawings, preliminary plans and building, electrical and mechanical drawings, schematic design documents, design development documents, together with all amendments and modifications thereof, approved by Agency and the Developer as provided in this Agreement. To the extent not included in the Plans and Specifications, the subcontractor agreements used by the Contractor shall include written instructions specifying materials, workmanship, style, color and finishes consistent with the Project Development Plan.

"Project" means the financing, marketing, design, construction, operation and management by the Developer of an eight story mixed-use building consisting of 480 multifamily rental units, 15, 235 square feet of commercial/retail space, stand alone parking garage with 609 parking spaces together with other Improvements in accordance with the Project Development Plan, Project Schedule and Project Budget.

"Project Budget" means the preliminary budget prepared by the Developer as described in Exhibit "C" that shows the anticipated line items and the estimated costs for all the items that the Developer expects to incur in connection with development and construction of the Project. Exhibit "C" also includes a separate budget for construction of the parking garage. It is the intent of both parties that funding under the Agency Loan shall be applied towards construction of the parking garage.

"Project Development Plan" means the plan prepared by the Developer as attached in Exhibit "D" which includes the approved site plan for the Project, as well as the floor plans and elevations for the Vertical Improvements and the minimum features of the Project. Exhibit "D" shall also include a development plan for the parking garage.

"Project Schedule" means the preliminary schedule and time frame for the submittal of applications for approvals required by this Agreement, and for the commencement and completion of construction of the Improvements pursuant to this Agreement, attached hereto as Exhibit "E" to this Agreement.

"Reasonable Efforts" means a good faith attempt by a Person to cause a result, but not an assurance or guarantee that such result will be achieved.

"Redevelopment Area" means the Northwest-Progresso-Flagler Heights Community Redevelopment Area, as designated by Resolution 95-86, as may be amended from time to time.

"Vertical Improvements" means above grade buildings and structures for which a building permit is required. Vertical Improvements shall be deemed to include the parking garage.

Other capitalized terms not defined in this Article shall have the meanings assigned to them elsewhere in this Agreement. Words used herein in the singular shall include the plural and words in the masculine/feminine/neuter gender shall include words in the masculine/feminine/neuter where the text of this Agreement requires.

ARTICLE 2 PURPOSE

2.1 The purpose of this Agreement is to promote implementation of the Redevelopment Plan by providing an award of Agency Funds, subject to the terms and conditions set forth herein, for the development and construction of the garage simultaneously with construction of Phase I of the Project in accordance with the Project Development Plan, Project Schedule and Project Budget to create a mixed use project, to create a vibrant community, to create stable communities, to enhance the quality of life, improve the aesthetic and useful enjoyment of the Redevelopment Area through the elimination of slum and blight, all in accordance with and in furtherance of the Redevelopment Plan and as authorized by and in accordance with the Act.

2.2 After review of the application for funding by the Developer, the Agency approved the Project as being in the public interest and in furtherance of the goals, objectives and provisions of the Redevelopment Plan and authorized execution of this Development Agreement to set forth the respective duties and responsibilities of the parties pertaining to the terms and condition for development of the Project.

2.3 The Developer's application for Agency Forgivable Funds and Non-Forgivable Funds are incorporated in this Agreement as if fully set forth herein. In the

event of a conflict between the application and this Agreement, the terms of this Agreement shall control.

ARTICLE 3 PROJECT

3.1 Agency is providing funding under its Development Incentive Program and with the understanding that the Developer shall construct the Project in accordance with the Project Schedule, Project Development Plan and Project Budget.

3.2 Conditions.
Closing on the Agency Loan is subject to compliance with the following conditions:

3.2.1 Closing on Developer's construction financing which shall include a guaranty of payment and performance from Florida Prime Acquisitions LLC, REL Partners LLC, AS Toren, Inc., Boca Paila, LLC, Maurico Girault Domenge, Shimon Elkabetz, and Eyal Peretz, in favor of the construction lender, if required by the lender with a financial institution approved by the Agency or satisfactory evidence that it has sufficient funding to complete the Improvements in accordance with the Project Development Plan, Project Schedule and Project Budget. Closing shall occur on the Closing Date. The Agency agrees to subordinate the lien of its mortgage to a first mortgage in favor of a regulated financial institution providing construction financing for the Project.

3.2.2 Execution and delivery of the Agency Forgivable Promissory Note, Agency Non-Forgivable Promissory Note, a Second Mortgage and Security Agreement, Guaranty of Payment and Performance from Eyal Peretz, Shimon Elkabetz and Maurico Girault, UCC-1 Financing Statement, Loan Agreement, Declaration of Developer Restrictive Covenants, Commercial Lease, Negative Pledge Agreement, Environmental Indemnity Agreement, Loan Agreement, Funding Agreement and such other agreements and instruments as reasonably required by the Agency.

3.2.3 Survey certified to the Agency meeting the minimum technical standards and otherwise in form and substance acceptable to the Agency using commercially reasonable standards.

3.2.4 Issuance of a Title Commitment and subsequent lender's title policy in the amount of \$10,000,000, at Developer's expense, to ensure the Agency security interest in the Entire Site with the Developer bearing responsibility to pay the owner's and lender's title premium and title search fees. Such title commitment shall be bound to delete all standard exceptions, including the gap, delete all schedule B-requirements and to issue Florida Form 9 coverage and Environmental Lien.

- 3.2.5 Compliance with the terms and conditions of the Loan Agreement and if applicable, the Funding Agreement.
- 3.2.6 If required by the Construction Lender, the Developer's securing a payment and performance bond in accordance with the requirements of the Construction Lender.
- 3.2.7 Recordation of the Declaration of Developer Restrictive Covenants in the public records of Broward County, Florida, which shall be prior in dignity to the lien and encumbrance of the Construction Lender and recordation of the Second Mortgage and UCC-1 Financing Statement in favor of the Agency.
- 3.2.8 Agency approval of the final Plans and Specifications for the Improvements.
- 3.2.9 Proof of recording of a Notice of Commencement after the Agency's second mortgage listing the Agency as a party to receive Notice to Owner.
- 3.2.10 Proof of Insurance as required under Article 9.
- 3.2.11 Review and acceptance of environmental assessment on the Property.
- 3.2.12 Satisfactory evidence that Developer has sufficient equity to complete construction of the Project and the parking garage.
- 3.2.13 Receipt and review of a draw schedule, construction schedule and budget, sources and uses, project schedule, survey and schedule of values for the Project.
- 3.2.14 Receipt and review of a construction contract between the Developer and a qualified and experienced general contractor along with copy of the general contractor's license.
- 3.2.15 Certificates of Good Standing and corporate authorization of the Developer and its controlling entities.
- 3.2.16 All development approvals from the appropriate governing authority have been issued for the Project.
- 3.2.17 Receipt and review of all owners who hold a direct or beneficial interest in the Property or Developer and its controlling entities along with copies of the organizational documents.

3.2.18 Such other documents, instruments, studies, analysis and evaluation as required by the CRA in the exercise of its reasonable discretion.

3.3 Conditions for Satisfaction of the Agency Forgivable Loan and Non-Forgivable Loan.

3.3.1 A Satisfaction of Mortgage shall be issued and the note cancelled on the Agency Forgivable Loan upon the earlier to occur 1) issuance of a Certificate of Occupancy for Phase I and Phase II or 2) closing on the refinance of the construction loan for Phase II.

3.3.2 A Satisfaction of Mortgage shall be issued for the Agency Non-Forgivable Loan upon payment in full of the Non-Forgivable Note according to the terms and conditions stated therein. The Non-Forgivable Loan requires a repayment of \$2,000,000 payable over ten (10) years in quarterly installments starting twelve (12) months from the date a Certificate of Occupancy is issued for Phase II and each quarterly date thereafter. The Non-Forgivable Loan may be prepaid in whole or part without any prepayment penalty and shall contain a 15-day grace period. Thereafter, a late fee of 5% of the payment due shall be assessed. The Non-Forgivable Loan shall not be subject to interest except in the event of default in which case interest shall accrue at the maximum rate of interest allowed by law. The Non-Forgivable Loan shall be satisfied upon payment of the principal balance plus accrued interest, late fees, advances and other fees, costs and expenses due and owing under the Non-Forgivable Loan. The Agency reserves the right to assign the Non-Forgivable Loan in its sole discretion and without the necessity of securing approval from the Developer or its successors and/or assigns.

3.3.3. Neither loan shall be subject to a charge of interest except in the event of default. Upon such an occurrence, interest shall accrue at the maximum rate permitted by law.

3.4 Restrictions.

The Agency and Developer agree that the Entire Site shall be owned, held, used, transferred, sold, conveyed, demised, occupied, possessed and used subject to the Declaration of Developer Restrictive Covenants, as well as all other reservations, regulations and burdens set forth in this Agreement. The Developer shall execute a Declaration of Developer Restrictive Covenants which shall be binding upon the Developer and its successors and/or assigns. Such Declaration of Developer Restrictive Covenants shall be recorded in the Public Records of Broward County, Florida at Developer's expense simultaneous with recording the Agency Mortgage and

Security Agreement. As a condition of the Agency Forgivable Loan and Agency Non-Forgivable Loan, Developer shall cause the owner of the Property to execute the Restrictive Covenant to covenant and to lease 2,500 square feet of commercial/retail space in Phase II of the Project to the Agency, or its successors and/or assigns, for a minimum of fifteen years at a rate of \$12.00 per square foot, triple net, subject to Consumer Price Index adjustments, plus common area maintenance expenses starting from the date the Certificate of Occupancy is issued, with the understanding that the Agency, or its successors and/or assigns, may sublet all or a portion of the retail space to small businesses as part of its initiative to support and sustain small businesses. The Agency shall have the absolute right to assign its entire leasehold interest to a third party, without recourse and without the necessity of consent from the Developer or its successors and/or assigns. Further, upon such an assignment, the Agency shall be released from any and all liability under the Commercial Lease. All subtenants must comply with applicable rules and regulations related to rental of retail or commercial space within the Project and will receive the same benefits and privileges as other similarly situated tenants. The Agency reserves the right to charge rent in excess of the rate charged by Developer, or its successor and/or assigns, and Developer shall not be entitled to share in the excess rents or receive any benefits from the excess rents. If the Developer fails to provide the commercial/retail space at the reduced rent, the Developer shall pay a penalty of \$3,000,000 in accordance with the terms and conditions set forth in the Declaration of Developer Restrictive Covenants.

3.5. Right to Enforce.

3.5.1 The parties stipulate and agree that for enforcement purposes the Declaration of Developer Restrictive Covenants shall run in favor of the Agency. The Agency shall have the right, in the event of any breach of the Declaration of Developer Restrictive Covenant to exercise all the rights and remedies available to the Agency as provided therein, including maintenance of any actions at law for damages, for declaratory relief or actions in equity for the enforcement of the terms hereof.

3.5.2 The Agency may enforce the Declaration of Developer Restrictive Covenants in any judicial proceeding in any court of competent jurisdiction seeking any remedy cognizable at law or in equity, including injunctive relief, specific performance or any other form of relief against any Person violating or attempting to violate any term or condition of the Declaration of Developer Restrictive Covenants. The failure of the Agency to enforce any provision contained in the Declaration of Developer Restrictive Covenants shall in no event be deemed a waiver of such provision or of the right of the Agency to thereafter enforce such provision. The prevailing party in any such litigation shall be entitled to the award of court costs and reasonable attorneys' fees at both the trial and appellate levels, including mediation relating thereto.

3.5.3 It is intended and the parties do hereby stipulate and agree

that the Declaration of Developer Restrictive Covenants shall so expressly provide, that the covenants and restrictions provided for therein, shall be covenants running with the land and that they shall, in any event and without regard to technical classification or designation, legal or otherwise, and except only as to otherwise specifically provided for therein, be binding, to the fullest extent permitted by law and equity, for the benefit and in favor of, and enforceable by the Agency against Developer. The Declaration of Developer Restrictive Covenants shall remain in full force and effect until the conditions for release have been satisfied. For the purposes of enforcement of the Declaration of Developer Restrictive Covenants, the parties stipulate and agree that a violation thereof constitutes an irreparable injury for which there is no adequate remedy at law.

ARTICLE 4 DISBURSEMENT OF AGENCY FUNDS

At Closing, Developer and Agency shall enter into a Construction Loan Agreement to disburse the Agency funds in accordance with a source and uses statement, schedule of values and construction budget. Notwithstanding any Construction Lender requirements, Agency Loan shall be disbursed after the Developer's equity contribution is fully exhausted and applied to the Project. The Agency Loan shall be used for Hard Costs only associated with construction of the parking garage. The Agency shall budget and appropriate legally available funds sufficient to fully fund the Agency Loan by Fiscal Year 2024/2025, beginning with fiscal year 2023/2024 as follow, subject to the approval as to form and substance by the CRA's General Counsel and City Auditor, as follows:

Fiscal Year- 2023/2024 \$7,000,000

Fiscal Year- 2024/2025- \$3,000,000 (Such allocation shall not be available until October 1, 2024.)

Such obligations to annually appropriate and disburse the Agency Loan are subordinate to overhead and administrative costs related to operating and managing the Agency and current and future Agency debt and previously approved Agency projects. 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 parties agree this Agreement is not intended to create debt of the Agency nor does this Agreement constitute an unconditional obligation to pay the Agency Loan. The agreement to budget and appropriate shall not constitute a lien, either legal or equitable, on any of the Agency's tax increment revenue or other revenue, nor shall it preclude the Agency

from pledging its tax increment revenue in the future and nor shall it give the Developer a prior claim to the revenue of the Agency.

ARTICLE 5 PROJECT DEVELOPMENT PLAN

5.1 Project Development Plan. The Agency acknowledges that the Developer has prepared and completed a Project Development Plan for development of the Project on the Entire Site. Agency hereby approves the Project Development Plan, which is conceptual in nature, subject to the Vertical Improvements meeting the requirements of the ULDR for the City and such other laws, rules and regulations applicable to the Project and as otherwise provided for in this Agreement. Prior to the submission to the City of an application for the first building permit for the construction of the Vertical Improvements or for the first engineering permit for construction or installation of any infrastructure improvements, the Developer shall submit the final Plans and Specifications for the Vertical Improvements to the Contract Administrator for the Redevelopment Area for a determination that the Plans and Specifications are consistent with the Project Development Plan in effect at the time of such submission. Any such requests shall be acted upon by the Contract Administrator within fourteen (14) days of the submission of such request or the Plans and Specifications will be deemed to be consistent with the Project Development Plan by the Agency. If the Contract Administrator determines that the Plans and Specifications are not consistent with the Project Development Plan, the Developer will have thirty (30) days to resolve any objections of the Contract Administrator and to modify the Plans and Specifications as required by the Contract Administrator. If the Developer submit(s) modifications to the Plans and Specifications as required by the Contract Administrator, the Contract Administrator shall have ten (10) days to determine if such modifications sufficiently resolve the Contract Administrator's objections to the Plans and Specifications. If the Contract Administrator does not act on the modifications to the Plans and Specifications submitted to the Contract Administrator within the ten (10) day period, the submitted modifications to the Plans and Specifications will be deemed to be consistent with the Project Development Plan by the Agency. If the Developer and Contract Administrator cannot reach agreement upon any objections raised by the Contract Administrator upon the initial or any subsequent submittal or modifications to the Plans and Specifications, then the Developer may appeal to the Executive Director of the Agency whose decision must not be unreasonably withheld, conditioned or delayed.

5.2 Modification. Any proposed modifications to the Project Development Plan, shall be submitted to the Contract Administrator for approval, which approval will not be unreasonably withheld. However, all modifications must substantially conform to the Project Development Plan and such modification must relate to impediments of the sites or other construction obstacles and not related to constructing less expensive or reducing the density of the Vertical Improvements unless otherwise approved by the Agency in its sole discretion. Any request for approval of a modification shall be acted upon by the Contract Administrator within fourteen (14) days of submission of such

request or such request shall be deemed approved by the Agency. The Contract Administrator may approve, deny, or approve the proposed modifications subject to conditions. If the proposed modifications are approved or approved with conditions, the Developer will have thirty (30) days to include the conditions or changes in the Project Development Plan. If the Developer includes the changes, the revised modifications to the Project Development Plan will be resubmitted to the Contract Administrator, and if it is determined that the revised Project Development Plan conforms with the conditions requested, the Contract Administrator will shall approve such modifications. If the Contract Administrator does not act on the resubmitted modifications to the Project Development Plan within the ten (10) day period, the submitted modifications to the Project Development Plan will be deemed to be consistent with the Project Development Plan by the Agency. If the Developer and Contract Administrator cannot reach agreement upon any objections raised by the Contract Administrator upon the initial or any subsequent submittal or modifications to the Project Development Plan, then the Developer has the right to appeal to the Executive Director of the Agency whose decision must not be unreasonably withheld, conditioned or delayed.

5.3 Zoning, Vacation of Streets, other Government Approvals. The Developer acknowledges and agrees, to obtain or cause to be obtained at its own expense, all appropriate approvals, permits, subdivisions variances, rezonings, street vacations or waivers necessary under applicable law rules and regulations including building permits for construction of the Project as contemplated by this Agreement and as required by the applicable governmental authority. The Developer shall comply with all applicable zoning, subdivision, land use and/or environmental laws; provided that the foregoing shall not relieve the Developer of the obligation to pay water charges, pollution control charges and electrical service charges with respect to the Vertical Improvements, at their normal rates or levels. Nothing in this Agreement shall waive the City's police powers and obligations with respect to the review of development approval applications acting in its governmental and regulatory capacity.

5.4 Permits. All Improvements shall be constructed by the Developer pursuant to a building or engineering permit or permits, as applicable, issued by the City covering each such improvement. The Developer is responsible for obtaining all required permits for Improvements and/or connections as applicable and required from any and all jurisdictional authorities.

5.5 Approval by Other Governmental Agencies. All Plans and Specifications must be approved by such other governmental agencies, whether state, local, or federal, that have jurisdiction and require approval of them. Plans and Specifications shall be prepared, construction of all Improvements shall be carried out and all obligations of the Developer as provided in this Agreement shall be carried out and use of the Project shall be in accordance with all applicable rules, laws, ordinances and governmental regulations of all governmental agencies having jurisdiction over such matters. The Developer is responsible for obtaining all required approvals as applicable and required from any and all jurisdictional authorities. Developer agrees to comply with the Americans With Disabilities Act of 1990, Florida Americans With Disabilities

Accessibility Implementation Act, and any acts recognized under the laws of the State of Florida providing benefits to Americans with disabilities, and to indemnify Agency from any such claims for failure to comply with such acts.

5.6 Changes to Project Schedule. If required, due to changes in the Project Development Plan, the Project Schedule shall be revised by Developer to reflect such changes to the Project Development Plan.

5.7 Submission of Applications for Development Permit Approval. It shall be the responsibility of Developer to obtain approval of the zoning, site plan, and the Plans and Specifications for the Improvements from the applicable departments within the City. In the event the City requires changes to the Project Development Plan and/or the Plans and Specifications so as to ensure the Project complies with applicable zoning, land use and/or building code requirements, which required changes are in conflict with any required changes or modifications required by the Agency through the review process set forth in Sections 5.1 and 5.2 above, the requirements of the City shall control and Developer shall be deemed to be in compliance with this Agreement notwithstanding any disagreement between the Agency and the City concerning such conflict. The Agency reserves the right to reduce the Agency Loan in the event the total number of residential units is reduced by twenty percent (20%) or more as result of land use or building code requirements. The Developer and the Agency expressly agree that the requirements of the City for obtaining all permits for the Project shall control any changes to the Project Development Plan and the Plans and Specifications.

5.8 Submission of Project Documents. During the course of constructing all Improvements, the Developer will, upon request, submit to the Agency copies of the following (herein collectively called "Project Documents"):

5.8.1 All soil test, engineering studies, feasibility studies, plans, specifications and related documents, studies, tests, plans and drawings concerning any item comprising the Improvements;

5.8.2 Preliminary plans and specifications for the Vertical Improvements, including but not limited to all civil, architectural, structural, mechanical, electrical and landscaping plans and specifications, soil borings and foundation plans;

5.8.3 Final Plans and Specifications, permits and related documents concerning the Improvements; and

5.8.4 Any revisions, corrections, amendments or supplements to any of the foregoing.

5.9 This approval process, timing and conditions stated in this section is intended to apply to the development of the parking garage.

ARTICLE 6 THE DEVELOPMENT

6.1 Scope of Development. The Developer shall be responsible for arranging, managing, overseeing, coordinating and administering the development and construction of the Project subject to the terms and conditions provided in this Agreement. The Developer shall construct and develop, or cause to be constructed and developed, all Improvements which the Developer is obligated to construct and develop in accordance with the Project Schedule, and subject to the conditions established in this Agreement. The Developer shall assume responsibility for securing the necessary financing for completing the Project, including carrying costs, financing costs, marketing and promotional expenses.

6.2 Authority of Agency to Monitor Compliance. During all periods of design and construction, the Contract Administrator shall have the authority (at no cost to the Developer) to monitor compliance by the Developer with the provisions of this Agreement and the Project Development Plan. To that end, during the period of construction and without prior notice to the Developer, or any Contractor, representatives of the Agency shall have the right of access to the Project and the Entire Site and to every structure within the Project and on the Entire Site during normal construction hours. Agency monitoring of compliance shall not be in lieu of normal engineering or building inspections for any element or sub-element of the Improvements or connections as required by other jurisdictional authorities.

ARTICLE 7 PROJECT SCHEDULE

7.1 The Developer and the Agency staff have jointly prepared a Project Schedule setting forth specific dates for the performance of each party's respective obligations under this Agreement (herein called the "Project Schedule"). The Project Schedule is hereby approved by the Agency and the Developer. Subject to the terms of this Agreement, the Developer hereby agrees to undertake and complete the construction and development of the Project in accordance with this Agreement and the Project Schedule, and to use all Reasonable Efforts to comply with all of the obligations and abide by all the dates set forth therein. The Agency hereby agrees to complete those acts to be performed by the Agency within the dates set forth in the Project Schedule, and to use all Reasonable Efforts to cause those acts to be performed by the Agency within the dates established by the Project Schedule, and to otherwise comply with all of the obligations of the Agency and abide by all the dates set forth therein. The Project Schedule may be modified by Developer upon providing advance notice of such modification to the Agency for good cause, subject to approval by the Contract Administrator which approval will not be unreasonably withheld, conditioned or delayed. Any request for such approval shall be acted upon by the Contract Administrator within fourteen (14) days of submission or such request shall be deemed approved by the Agency. In any event, construction and development of the Project shall be completed no later than twenty-four (24) months from the Commencement Date of this Agreement,

provided however, the Agency may approve up to one (1) consecutive six (6) month extensions for such completion upon the written request of the Developer for good cause, which approval will not be unreasonably withheld. The Project Schedule will be extended for events constituting Force Majeure as provided in Section 15.6 hereof; including delays caused by the Agency.

7.2 Timing of Completion. Each part of the Project and the Project as a whole shall be completed by the dates set forth in the Project Schedule unless amended by the Parties hereto in writing.

ARTICLE 8 ADDITIONAL CONDITIONS FOR PARTICIPATION

8.1 Other Documents. The Agency shall have received on or before the date of any disbursement hereunder such other documents or items as the Agency may reasonably request.

8.2 Compliance with Consultant's Competitive Negotiation Act. The Agency did not make the initial decision for construction of this Project nor does it control planning for the Project and will not use the Project. Finally, the architect or engineer will not be responsible to the Agency for administration of the construction documents. Further, none of the proceeds of the Agency Loan shall be used to fund improvements (including Horizontal Improvements) in a public right of way.

8.3 Taxes and Other Charges. Upon acquiring title to the Entire Site, Developer must pay all ad valorem and non-ad valorem taxes and other governmental fees, charges or assessments that are related to the Entire Site or personalty situated thereon or operations conducted thereon. Developer shall pay all such taxes and other charges when due and before any fine, penalty, interest or other cost is added, becomes due, or is imposed by operation of law for nonpayment. These taxes and other charges include, but are not necessarily limited to the following:

8.3.1 All taxes, assessments, water, sewer, connection fees, garbage rates and charges, public utility charges, excise levies, licenses and permit and impact fees;

8.3.2 All such charges whether they are general or special, ordinary or extraordinary, foreseen or unforeseen, assessed, levied, confirmed or imposed upon the Entire Site or use thereof or improvements thereto or personalty situated thereon;

8.3 Contest. Nothing in this subsection shall require the payment of any such sum if the Developer promptly notifies the Agency and the City and by appropriate proceedings contests the same in good faith. Developer may contest the validity

of any tax, tax claim, or charge or assessment, described herein without being in default for nonpayment of taxes under this Agreement, provided Developer complies with terms and conditions of this Section. Developer must give Agency written notice of Developer's intention to contest and Developer must also furnish Agency with a bond with surety by a surety company qualified to do business in the State of Florida or cash paid into escrow and held by Agency. The bond or cash must be in an amount equal to the amount of the taxes, claim, charge or assessment together with estimated penalties and interest being contested and must be conditioned upon payment of the taxes, claim, charge or assessment once the validity has been determined. Developer must give the written notice accompanied by evidence of the bond or escrow to Agency not later than sixty (60) days before the contested taxes would otherwise become delinquent.

ARTICLE 9 INSURANCE

9.1 Insurance.

Developer agrees to provide the following insurances or include the following insurance requirements in any agreement it enters into with any Contractor performing construction work on the Premises, the following insurance and Developer further agrees to provide to Agency, prior to commencement of the improvements with respect to such contract, certificates of insurance evidencing the Contractor's compliance with the requirements of this Section.

Providing proof of and maintaining adequate insurance coverage are material obligations of the Developer. The Contractor's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by the contractor shall not be interpreted as limiting the contractor's liability and obligations. All insurance policies shall be through insurers authorized or eligible to write policies in the State of Florida and possess an A.M. Best rating of A-, VII or better.

The coverages, limits, and/or endorsements required herein protect the interests of the Agency, and these coverages, limits, and/or endorsements shall in no way be relied upon by the contractor for assessing the extent or determining appropriate types and limits of coverage to protect the contractor against any loss exposures. The requirements contained herein are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the contractor.

The following insurance policies and coverages are required:

Professional Liability

Coverage must be afforded for Wrongful Acts in an amount not less than \$2,000,000 each claim and \$2,000,000 aggregate.

Contractor must keep the professional liability insurance in force until the third anniversary of acceptance of work by Developer.

maintained by the Agency, its officials, employees, or volunteers shall be non-contributory.

It is the Developer's responsibility to ensure that any and all of the Developer's contractors and subcontractors comply with these insurance requirements. All coverages for independent contractors and subcontractors shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of the Developer.

Operation and Management of the Project.

During the term of this Agreement and after the Certificate of Occupancy is issued and during any renewal or extension term of this Agreement, the Developer, at its sole expense, shall provide insurance of such types and with such terms and limits as noted below. Providing proof of and maintaining adequate insurance coverage are material obligations of the Developer. The Developer shall provide the Agency a certificate of insurance evidencing such coverage. The Developer's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by the Developer shall not be interpreted as limiting the Developer's liability and obligations under this Agreement. All insurance policies shall be through insurers authorized or eligible to write policies in the State of Florida and possess an A.M. Best rating of A-, VII or better, subject to approval by the Agency's Risk Manager.

The coverages, limits, and/or endorsements required herein protect the interests of the Agency, and these coverages, limits, and/or endorsements shall in no way be relied upon by the Developer for assessing the extent or determining appropriate types and limits of coverage to protect the Developer against any loss exposures, whether as a result of this Agreement or otherwise. The requirements contained herein, as well as the Developer's review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Developer under this Agreement.

The following insurance policies and coverages are required:

Property Coverage

Coverage must be afforded in an amount not less than 100% of the replacement value of the property with a deductible of no more than \$25,000 each claim. Coverage form shall include, but not be limited to:

- All Risk Coverage including Flood and Windstorm with no coinsurance clause
- Any separate Flood and/or Windstorm deductibles are subject to approval by the Agency

This policy shall insure the interests of the Owner and Developer in the property against all risk of physical loss and damage and name the Agency as a loss payee.

The Developer shall, at the Developer's own expense, take all reasonable precautions to protect the Premises from damage or destruction.

Collection of Insurance

In the event of destruction of or damage to over fifty percent (50%) of any of the Premises or the buildings, other structures and Improvements covered by insurance, the funds payable pursuant to such insurance policies shall be payable to, and deposited in, a commercial national bank as trustee, located in Fort Lauderdale, Florida, selected by Developer, as a trust fund, and the funds shall be used for the purpose of reconstruction or repair, as the case may be, of any of the buildings, other structures or Improvements so damaged or destroyed. Such reconstruction and repair work shall be done in a good and workmanlike manner. Should the cost of reconstruction or repair exceed the amount of funds available from the proceeds of such insurance policy, then in such event, such funds shall be used as far as the same will permit in paying the cost of the reconstruction or repair. If the cost of such reconstruction or repair work shall be less than the proceeds derived from such insurance policies, the surplus shall be payable to Developer.

Commercial General Liability

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- \$5,000,000 each occurrence and \$5,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- \$5,000,000 each occurrence and \$5,000,000 aggregate for Products and Completed Operations

Policy must include coverage for contractual liability and independent contractors.

The Agency, its officials, employees, and volunteers are to be covered as an additional insured with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability arising out of activities performed by or on behalf of the Contractor. The coverage shall contain no special limitation on the scope of protection afforded to the Agency, its officials, employees, and volunteers.

Insurance Certificate Requirements

- f. The Developer shall provide the Agency with valid Certificates of Insurance (binders are unacceptable) no later than ten (10) days prior to the start of work contemplated in this Agreement.
- g. The Developer shall provide to the Agency a Certificate of Insurance having thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.
- h. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the Developer to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.

- i. In the event the Agreement term or any surviving obligation of the Developer following expiration or early termination of the Agreement goes beyond the expiration date of the insurance policy, the Developer shall provide the Agency with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect.
- j. The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.
- k. The Agency shall be named as an Additional Insured on the general liability policy.
- l. The title of the Agreement, Contract number, or other identifying reference must be listed on the Certificate of Insurance.

The Certificate Holder should read as follows:

Fort Lauderdale Community Redevelopment Agency
914 Sistrunk Blvd., Suite 200
Fort Lauderdale, FL 33311

The Developer has the sole responsibility for all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for adding the Agency as an Additional Insured shall be at the Developer's expense.

If the Developer's primary insurance policy/policies do not meet the minimum requirements, as set forth in this Agreement, the Developer may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.

The Developer's insurance coverage shall be primary insurance as respects to the Agency, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the Agency, its officials, employees, or volunteers shall be non-contributory.

Any exclusion or provision in any insurance policy maintained by the Developer that excludes coverage required in this Agreement shall be deemed unacceptable and shall be considered breach of contract.

All required insurance policies must be maintained until the contract work has been accepted by the Agency, or until this Agreement is terminated, whichever is later. Any lapse in coverage shall be considered breach of contract. In addition, Developer must provide to the Agency confirmation of coverage renewal via an updated certificate should any policies expire prior to the expiration of this Agreement. The Agency reserves the right to review, at any time, coverage forms and limits of Developer's insurance policies.

The Developer shall provide notice of any and all claims, accidents, and any other occurrences associated with this Agreement to the Developer's insurance company or companies and the Agency's Risk Management office, as soon as practical.

It is the Developer's responsibility to ensure that any and all of the Developer's independent contractors and subcontractors comply with these insurance requirements. All coverages for independent contractors and subcontractors shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of the Developer.

9.2 Maintenance Costs. It is understood and agreed that Developer shall be responsible for all matters pertaining to the Project and all costs, fees, taxes, conditions or any other matter associated with the Project. The Developer shall maintain the Entire Site in a clean, sanitary and safe condition. No portion of the Entire Site shall be allowed to become or remain overgrown or unsightly nor be used or maintained as a dumping ground for rubbish. The Developer shall, at its own expense and subject to reasonable construction conditions and activities, keep the Entire 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 Property.

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

ARTICLE 10 REPRESENTATIONS AND WARRANTIES

10.1 Approval of Agreement. By the execution hereof:

10.1.1 The Agency represents that the execution and delivery hereof has been approved at a duly convened, properly noticed, meeting of the Agency and the same is binding upon and enforceable against the Agency in accordance with its terms.

10.1.2 The Developer represents that: (i) the execution and delivery hereof has been approved by all Persons whose approval is required; (ii) this Agreement is binding upon the Developer and enforceable against it in accordance with its terms; (iii) the Persons executing this Agreement on behalf of the Developer are duly authorized and are empowered to

execute the same for and on behalf the Developer; and (iv) each entity composing the Developer is duly authorized to transact business in this state and has received all necessary permits and authorizations required by appropriate governmental agencies as a condition to doing business in the State of Florida. The Developer represents to the Agency that the Developer Parcels 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.

10.1.3. Developer is a limited liability company duly organized and validly existing under the laws of the State of Delaware, has all requisite power and authority to carry on its business as now conducted, to own or hold its properties and to enter into and perform its obligations hereunder and under each document or instrument contemplated by this Agreement to which it is or will be a party, and has consented to service of process upon a designated agent for service of process in the State of Florida.

10.1.4. This Agreement and, to the extent such documents presently exist in form acceptable to the Agency and Developer, each document contemplated or required by this Agreement to which Developer is or will be a party has been duly authorized by all necessary action on the part of, and has been or will be duly executed and delivered by Developer, and neither the execution and delivery thereof, nor compliance with the terms and provisions thereof or hereof:

- (1) requires the approval and consent of any other party, except such as have been duly obtained or as are specifically noted herein.
- (2) contravenes any existing law, judgment, governmental rule, regulation or order applicable to or binding on Developer, or
- (3) contravenes or results in any breach of, default under or, other than as contemplated by this Agreement, results in 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, the Developer's Articles of Organization, or, any other agreement or instrument to which the Developer is a party or by which Developer may be bound.

10.1.5 This Agreement and, to the extent such documents presently exist in form accepted by the Agency and Developer, each document contemplated or required by this Agreement to which Developer is or will be a party constitutes, or when entered into will constitute, a legal, valid and binding obligation of Developer enforceable against 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 in effect which affect creditors' rights generally and subject to usual equitable principles in the event that equitable remedies are involved.

10.1.6 There are no pending or, to the knowledge of Developer, threatened actions or proceedings before any court or administrative agency against Developer, which question the validity of this Agreement or any document 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 Developer.

10.1.7 Developer has filed or caused to be filed all federal, state, local and foreign tax returns, if any, which were required to be filed by Developer prior to delinquency, and has paid, or caused to be paid, all taxes shown to be due and payable on such returns or on any assessments levied against the Developer.

10.1.8 Developer agrees that as of the Effective Date and through the expiration of the Completion Date it shall use its commercially reasonable efforts to maintain the financial capacity necessary to carry out its obligations and responsibilities in connection with the development of the Project as contemplated in this Agreement.

10.1.9 The principal place of business and principal executive offices of Developer is in Broward County, Florida.

10.1.10 At the time of submitting its Proposal, Developer had, and will continue to have and at all times through the expiration of the Completion Date, will maintain the experience, expertise, and knowledge to develop, cause the construction, and complete the Project and oversee and manage the design, planning, construction, completion, marketing of the Project and operations of the Project.

10.1. 11 The Developer holds all right, title and interest in the Entire Site free and clear of any liens, encumbrances and other adverse matters except as previously disclosed to the Agency.

ARTICLE 11 DEVELOPER DEFAULTS, REMEDIES, TERMINATION AND FURTHER RIGHTS

11.1 Event of Default. The occurrence of any one or more of the following shall constitute an Event of Default by the Developer, hereunder:

11.1.1 If the Developer defaults in the performance of any

obligation imposed under this Agreement, Agency Documents or if the Developer fails to complete any item required to be completed under the Project Schedule, and further subject to Force Majeure as provided in Section 15.5 at the time called for therein, 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 within sixty (60) days after delivery of such notice; or

11.1.2 If any statement, representation or warranty made by the Developer herein or in any writing now or hereafter furnished in connection herewith shall be false or misleading in any material respect; or

11.1.3 If, (a) 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 (b) 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 unstayed for more than sixty (60) days after any stay thereof expires.

11.1.4 Developer fails to repay the Agency Non-Forgivable Loan or honor the covenants of the Declaration of Developer Restrictive Covenants.

11.1.5 Developer shall commit a default under the construction loan which remains uncured after the cure period has expired.

11.2 Remedies.

11.2.1 Upon the occurrence of any Event of Default hereunder by Developer the Agency, shall have the following non-exclusive rights: (i) to terminate the Agreement; (ii) to immediately enforce all of its rights under this Agreement; and (iii) to avail itself of any right or remedy it may have at law or in equity including the right of specific performance or injunctive relief, excluding the right to pursue consequential or punitive damages or (iv) withhold any and all disbursements of the Agency Loan.

ARTICLE 12 AGENCY DEFAULTS, REMEDIES, TERMINATION

12.1 Event of Default. The occurrence of any one or more of the following shall constitute an Event of Default hereunder by the Agency.

12.1.1 The Agency defaults in the performance of any obligation imposed under this Agreement or if the Agency fails to complete any item required to be completed under the Project Schedule, and further subject to Force Majeure as provided in Section 15.5 at the time called for therein, and the Agency does not commence to cure such default within thirty (30) days after delivery of notice of such default from the Developer and diligently pursue such cure to completion within seventy-five (75) days after delivery of such notice.

12.1.2 Upon the occurrence of any Event of Default hereunder by Agency the Developer, shall have the right to terminate the Agreement and return any of the Agency Loan previously disbursed.

ARTICLE 13

INTENTIONALLY OMITTED

ARTICLE 14

ANTI-SPECULATION AND NON-TRANSFER PROVISIONS

14.1 Purpose. The Developer represents and agrees that their undertakings pursuant to this Agreement are for the purpose of developing the Project pursuant to this Agreement, and not for speculation in land holding. The Developer further recognizes, in view of the importance of the development of the Project to the general health and welfare of the City and redevelopment of the Redevelopment Area that the qualifications, financial strength and identity of the members and managers of the Developer are of particular concern to the Agency.

14.2 Assignment of Agreement; Limitation on Conveyance. Except as provided herein, the Developer agrees that it shall not without the prior written consent of the Agency, assign, transfer or convey this Agreement or any provision hereof to another party, unless such assignment is made to: (a) an Affiliate; (b) any firm or corporation which the Developer controls, is controlled by, or is under common control of Eyal Peretz, Shimon Elkabetz and Mauricio Girault Domenge; or (c) any partnership in which the Developer has a majority interest (collectively, "Related Company"), only after approval by the Agency.

14.3 Assignment of Sites; Limitation on Conveyance. Except as provided herein, the Developer agrees that it shall not without the prior written consent of the Agency assign, transfer or convey the Entire Site or any portion thereof to another party, unless such assignment is made to: (a) an Affiliate; (b) any firm or corporation which the Developer controls, is controlled by, or is under common control with Eyal Peretz, Shimon Elkabetz and Mauricio Girault Domenge; or (c) any partnership in which the Developer has a majority interest (collectively, "Related Company"), only after approval by the Agency.

14.4 Composition of Developer.

14.4.1 On the date this Agreement is executed by Developer, Developer is made up of the following members and each has control and ownership of the Developer and corporate members as follows:

Developer: Sunshine Shipyard LLC

<u>Percentage Interest</u>	<u>Name</u>
50%	Fuse 9 LLC
50%	Boca Paila, LLC

Developer Member-Fuse 9 LLC

<u>Percentage Interest</u>	<u>Name</u>
100%	Florida Prime Acquisition LLC

Developer Member-Boca Paila LLC

<u>Percentage Interest</u>	<u>Name</u>
68%	Mauricio Girault Domenge

Florida Prime Acquisitions LLC

<u>Percentage Interest</u>	<u>Name</u>
50%	REL Partners LLC
50%	AS Toren Inc.

REL Partners LLC

<u>Percentage Interest</u>	<u>Name</u>
100%	Eyal Peretz

AS Toren Inc.

<u>Percentage Interest</u>	<u>Name</u>
100%	Shimon Elkabetz

14.4.2 Except as otherwise permitted under Sections 14.2 and 14.3, no person listed in Article 14.4.1 may transfer, all or part thereof, of its interest in the Developer without the prior written consent of the Contract Administrator. Any such transfer in violation of this provision shall be null and void. A transfer as a result of a merger of the Developer that results in the Developer controlling the merging entity after such merger shall not be prohibited by any provision of this Agreement. Control over the construction, operation and management of the Project is retained and held by Eyal Peretz. The prohibition against transfers, sales

or conveyance of an interest in the Project, this Agreement or in the Developer is not intended to apply to passive investors who are solely seeking a return on their investment but are not holding themselves out as having the skill, experience and expertise to construct, operate and manage a Project of this scope, size and scale.

ARTICLE 15 GENERAL PROVISIONS

15.1 Non-liability of Agency Officials. No member, official or employee of the Agency shall be personally liable to the Developer, Contractor or to any Person with whom the Developer, or any Contractor shall have entered into any contract, or to any other Person in the event of a default or breach by the Agency or for any amount which may become due to the Developer, or any other Person under the terms of this Agreement.

15.2 Inspection of Books and Records. The Agency shall have the right at all reasonable times to inspect the books and records of the Developer pertaining to the performance by it of its obligations under this Agreement. Agency shall have the right to audit the books, records, and accounts of Developer that are related to this Agreement. Developer shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement in accordance with generally accepted accounting practices and standards. All books, records, and accounts of Developer shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, Developer shall make same available at no cost to Agency in written form.

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

15.3 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, if any. 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.

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

15.3.1 Keep and maintain public records that ordinarily and necessarily would be required by Agency in order to perform the services rendered.

15.3.2 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.

15.3.3 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.

15.3.4 To the extent applicable, 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.

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.

15.4 Approval. Unless a different standard is expressly stated, 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.

15.5 Force Majeure. Subject to providing written notice of such an event and the party's intention to exercise the applicability of this provision, no party to this Agreement shall be deemed in default, and the time for performance of any required act hereunder shall be extended for such period, where such a default is based on a delay in performance as a result of war, acts of terrorism, insurrection, strikes, lockouts, riots, floods, earthquakes, fires, casualty, acts of God, epidemic, pandemic, quarantine restrictions, freight embargo, shortage of labor or materials, interruption of utilities service, lack of transportation, government restrictions of priority, litigation, severe weather and other acts or figures beyond the control or without the control of either party; 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 in no event shall any of the foregoing excuse any financial inability of a party unless such inability is caused by the closure of Developer's lender by a regulatory authority due to insolvency.

15.6 Notices. All notices to be given hereunder shall be in writing and personally delivered or sent by registered or certified mail, return receipt requested, or delivered by an air courier service utilizing return receipts to the parties at the following addresses (or to such other or further addresses as the parties may designate by like notice similarly sent) and such notices shall be deemed given and received for all purposes under this Agreement three (3) business days after the date same are deposited in the United States mail, if sent by registered or certified mail, or the date actually received if sent by personal delivery or air courier service, except that notice of a change in address shall be effective only upon receipt.

If to the Agency: Executive Director
Fort Lauderdale Community Redevelopment Agency
914 Sistrunk Blvd., Suite 200
Fort Lauderdale, FL 33311

If to the Developer: Eyal Peretz
Sunshine Shipyard LLC
900 NW 6th Street, Suite 201
Fort Lauderdale, FL 33311
Telephone no. 954-926-7500

15.7 Time. Time is of the essence in the performance by any party of its obligations hereunder.

15.8 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.

15.9 Amendment. This Agreement may be amended by the parties hereto only upon the execution of a written amendment or modification signed by the parties.

15.10 Waivers. All waivers, amendments or modifications of this Agreement must be in writing and signed by all parties hereto. 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, or any other rights or remedies for the same default or other default by any other party.

15.11 Assignment. Except as provided in Section 14.2, this Agreement and 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. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties.

15.12 Indemnification. Developer agrees to protect, defend, indemnify and hold harmless the Agency, and its officers, employees and agents, from and against any and all lawsuits, penalties, claims, damages, settlements, judgments, decrees, costs, charges and other expenses or liabilities of every kind, sort or description including, but not limited to, attorneys' fees at both the trial and appellate levels, in connection with or arising, directly or indirectly, out of or resulting from this Agreement or the Developer's acts or omissions in performing its obligations under this Agreement or arising out of or in connection with any negligent act or omissions of the Developer, its agents, employees or assigns while performing the duties and obligations required by this Agreement. Without limiting the foregoing, any and all such claims, relating to personal injury, bodily injury, death, damage to property, defects in material or workmanship, actual or alleged infringement or any patent, trademark, copyright or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance administrative order, rule or regulation or decree of any court, are included in the indemnity. The Developer further agrees to investigate, handle, respond to, provide defense for, and defend any such claims, at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claim(s) is groundless, false or fraudulent. However, the Agency reserves the right to select counsel of its own choosing. Notwithstanding anything set forth in this Agreement to the contrary, in no event shall Developer be obligated to protect, defend, indemnify or hold harmless the Agency, or its officers, employees and agents, from and against any lawsuits, penalties, claims, damages, settlements, judgments, decrees, costs, charges and other expenses or liabilities of every kind, sort or description including, but not limited to, attorneys' fees at both the trial and appellate levels, in connection with the gross negligence of the Agency, its officers, employees or agents, acting during the course and scope of their employment. This provision shall survive the expiration or

termination of this Agreement and is not limited by the amount of insurance coverage. It is understood and agrees that neither party to this Agreement waives any immunity it may have as provided by law.

15.13 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.

15.14 Contingent Fee. The Developer represents and warrants that they have not employed or retained any Person to solicit or secure this Agreement and that they have 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.

15.15 Independent Contractor. In the performance of this Agreement, the Developer will be acting in the capacity of independent contractor and not as an agent, employee, partner, developer or association of the Agency. The Developer and Contractor, if any, employees or agents shall be solely responsible for the means, method, technique, sequences and procedures utilized by the Developer in the construction of the Vertical Improvements and in its performance under this Agreement.

15.16 Non-merger. None of the terms, covenants, agreements or conditions set forth in this Agreement shall be deemed to be merged with any deed conveying title to the Property.

15.17 Not A General Obligation. Neither this Agreement nor the obligations imposed upon the Agency hereunder shall be or constitute an indebtedness or general obligation of the City, within the meaning of any constitutional, statutory or charter provisions requiring the City to levy ad valorem taxes nor a lien upon any properties of the City. Nothing herein shall be deemed a pledge of tax increment revenue of the Agency or a grant of the right of the Developer, or its successors and/or assigns to encumber the Agency's trust fund. Further, the obligations of the Agency are subordinate to use of funds for the overhead and administrative cost to operate the Agency and any payments for existing debt of the Agency.

15.18 Agreement Not a Development Agreement or Order. This Agreement is not, and shall not be construed to be, a development agreement as that term is defined by Section 163.3220, Florida Statutes, et seq. and none of the provisions of Florida law applicable to development agreements pursuant to that statute or related statutes shall apply to this Agreement. No permit or order issued pursuant to, or affected by, this Agreement shall be deemed to be a development permit or development order as those terms are defined in Chapter 380, Florida Statutes, or Chapter 163, Part II, Florida Statutes.

15.19 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.

15.20 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 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.

15.21 Timing of Approvals. Unless specifically provided otherwise, the Agency, shall have a period of not more than twenty (20) days from the date of submission of any item under this Agreement (not including development permit or building permit approvals) to take any action or give its approval or denial, or make a request for additional information. The failure of the Agency to take any such action or give such approval or denial or request additional information within such period of time shall be deemed approval, subject, however, to applicable law.

15.22 Authorized Representative. The person or persons designated and appointed from time to time as such by the Agency in writing is authorized to represent the Agency in administrative matters as opposed to policy matters.

15.23 "As-Is Conveyance. "Developer acknowledges that prior to the Effective Date hereof it has performed sufficient inspections of the Entire Site in order to fully assess and make itself aware of the condition of the Entire Site. Developer acknowledges that the Agency has made no other representations or warranties as to the condition or status of the Entire Site and that Developer is not relying on any representations or warranties of the Agency or any broker(s), of agent of Agency in acquiring the Entire Site. Developer acknowledges that neither Agency nor any agent or employee of Agency has provided any other representations, warranties, promises, covenants, agreements or guaranties of any kind or character whatsoever, whether express or implied, oral or written, past, present or future, of, as to, concerning with respect to:

15.23.1 The nature, quality or condition of the Entire Site, including, without limitation, the water, soil and geology;

15.23.2 The suitability of the Entire Site for any and all activities and uses which Developer may conduct thereon;

15.23.3 The compliance of or by the Entire Site or its operation with any laws, rules, ordinances or regulations of any applicable governmental authority or body;

15.23.4 The habitability, merchantability or fitness for a particular purpose of the Entire site; or

15.23.5 Any other matter with respect to the Entire Site.

Without limiting the foregoing, Agency does not and has not made and specifically disclaims any other representation or warranty regarding the presence or absence of any hazardous substances, at, on, under or about the Entire Site or the compliance or non-compliance of the Entire Site with any laws, rules, regulations or orders regarding hazardous substances laws. Hazardous substances shall also include Radon Gas. Developer further acknowledges that neither Agency nor any agent of Agency has provided any representation or warranty with respect to the existence of asbestos or other hazardous substances on the Entire Site. Accordingly, the physical condition of the Entire Site and compliance with all applicable laws, statutes, ordinances or regulations with respect to the physical condition of the Entire Site shall be the sole responsibility and obligation of Developer.

15.24 Discrimination. The Developer shall not discriminate against any person, or group of persons, on account of race, color, creed, sex, age, religion, national origin, marital status, handicap, having children or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of all or any part of the Vertical Improvements or in the design and construction of any infrastructure improvements.

15.25 Scrutinized Companies. Developer certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2018), as may be amended or revised, and that it is not engaged in a boycott of Israel.

15.26. Public Entity Crime.

15.26.1 Developer represents that the execution of this Agreement will not violate the Public Entity Crime Act, Section 287.133, Florida Statutes, as may be amended from time to time, which essentially provides that a person or affiliate who is a contractor, consultant, or other provider and who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to Agency, may not submit a bid on a contract with Agency for the construction or repair of a public building or public work, may not submit bids on leases of real property to Agency, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with Agency, and may not transact any business with Agency in excess of the threshold amount provided in Section 287.017, Florida Statutes, as may be amended from time to time, for Category Two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid by Agency pursuant to this Agreement and may result in debarment from Agency's competitive procurement activities.

15.26.2 In addition to the foregoing, Developer further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether Developer has been placed on the convicted vendor list.

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

15.28 Best Efforts. Developer will use its best efforts to work with the Agency to notify local business firms, minority owned firms, women-owned firms or labor surplus area firms of the opportunity to submit bids for construction work on the Project, with the goal of achieving a minimum 30% participation for minorities. Further, Developer shall use its best efforts to hire local business firms, minority owned firms, women owned firms for the operation and management of the residential and commercial uses within the Project and shall provide annual reports, in form, substance and content, acceptable to the Agency and its successors and/or assigns.

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IN WITNESS WHEREOF, this Agreement is executed the day and year set forth below.

WITNESSES:

**FORT LAUDERDALE COMMUNITY
REDEVELOPMENT AGENCY**, a special
district created pursuant to Chapter 163, Part
III, Florida Statutes

Donna Varisco
Donna Varisco
Print Name

By: [Signature]
~~Susan Grant, Acting Executive Director~~
Ben Rogers

Erica Veiper
[Signature]
Print Name

Date: May 28, 2024

ATTEST:

Approved as to form and correctness:
Thomas J. Ansbro, General Counsel

[Signature]
David R. Soloman, CRA Secretary

[Signature]
Lynn Solomon, Assistant General Counsel



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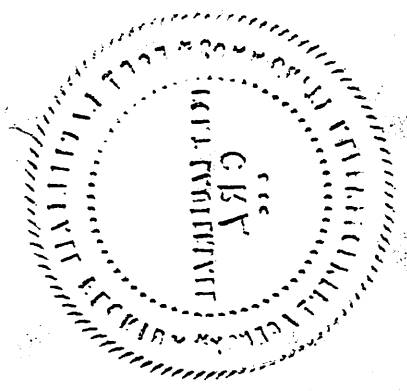
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WITNESSES:

SUNSHINE SHIPYARD, LLC, a Delaware limited liability company, acting by and through its Administrative Member, to wit:

By: FUSE 9 LLC, a Delaware limited liability company, acting by and through its Manager, to wit:

Print Name: _____
Address: _____

By: FLORIDA PRIME ACQUISITIONS, LLC, a Florida limited liability company, acting by and through its Manager, to wit:

By: R.E.L. PARTNERS LLC, a Florida limited liability company

Print Name: _____
Address: _____

By: _____
Eyal Peretz, Manager

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2024, by Eyal Peretz, as Manager of R.E.L. Partners LLC, as manager of Florida Prime Acquisitions LLC, as Manager of Fuse 9 LLC, as administrative member of Sunshine Shipyard, LLC a Delaware limited liability company, on behalf of and as an act of the company who is personally known to me or has produced _____ as identification.

(SEAL)

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

Name of Notary Typed, Printed
Or Stamped

My Commission Expires:

Commission Number

Exhibit "A"
Legal Description

Parcel 1

Lots 2 through 24, Block 325, PROGRESSO, according to the Plat thereof, as recorded in Plat Book 2, Page 18, of the Public Records of Miami-Dade County, Florida, said lands situate, lying and being in Broward County, Florida.

Less and except from Parcel 1, the following property conveyed by C. W. HENDRIX et. al. to the CITY OF FORT LAUDERDALE, a municipal corporation by deed recorded in Official Records Book 3411, Page 994:

That part of Lots 23 and 24 in Block 325 of "PROGRESSO", as recorded in Plat Book 2, Page 18 of the public records of Miami-Dade County, Florida; described as follows:

BEGIN at the southwest corner of said Lot 24; thence go easterly 135.0 feet along the south line thereof to the southeast corner of said Lot 24; thence northerly along the east line thereof 37.36 feet to the tangent point of a circular arc having a radius of 25 feet and being concave to the northwest; thence southerly to westerly along said arc, 39.27 feet through a central angle of 90°00' to the end of said arc; thence westerly and tangent to said arc along a line being 35 feet north of and parallel to the south boundary of the N 1/2 of Section 3, Township 50 South, Range 42 East, 110.0 feet to the west line of said Lot 24; thence southerly 12.32 feet along said west line to the POINT OF BEGINNING.

Parcel 2

Lots 25 through 48, less the West 15 feet for right of way of said Lots, in Block 325, PROGRESSO, according to the Plat thereof, as recorded in Plat Book 2, Page 18, of the Public Records of Miami-Dade County, Florida, said lands situate, lying and being in Broward County, Florida.

Less and except from Parcel 2, the following property conveyed by C. W. HENDRIX et. al. to the CITY OF FORT LAUDERDALE, a municipal corporation by deed recorded in Official Records Book 3411, Page 995:

That part of Lots 25 and 26 in Block 325 of "PROGRESSO", as recorded in Plat Book 2, Page 18 of the public records of Miami-Dade County, Florida; described as follows:

BEGIN at the intersection of the east line of the west 15 feet and the north line of the south 17 feet of said Lot 25; thence go northerly along said east line and along the east line of the west 15 feet of Lot 26, 20.27 feet to the tangent point of a circular arc concave to the northeast; thence southeasterly along said arc, having a radius of 25 feet and arc distance of 23.64 feet through a central angle of 54° 10' 48" to the north line of the south 17 feet of Lot 25; thence westerly along said north line 10.37 feet to the POINT OF BEGINNING.

AND Less the South 17 feet of the aforesaid Lot 25 for right of way.

And further less from Parcels 1 and 2, above the land conveyed by deed attached to Resolution No. 2023-446

(accepting same) recorded as Instrument Number 119240434 more particularly described below:

Legal description: Right-of-Way Dedication

A portion of Lots 25 through 48, Block 325, "Progresso", according to the plat thereof, as recorded in plat book 2. Page 18, of the public records of Miami-Dade County, Florida, being more particularly described as follows:

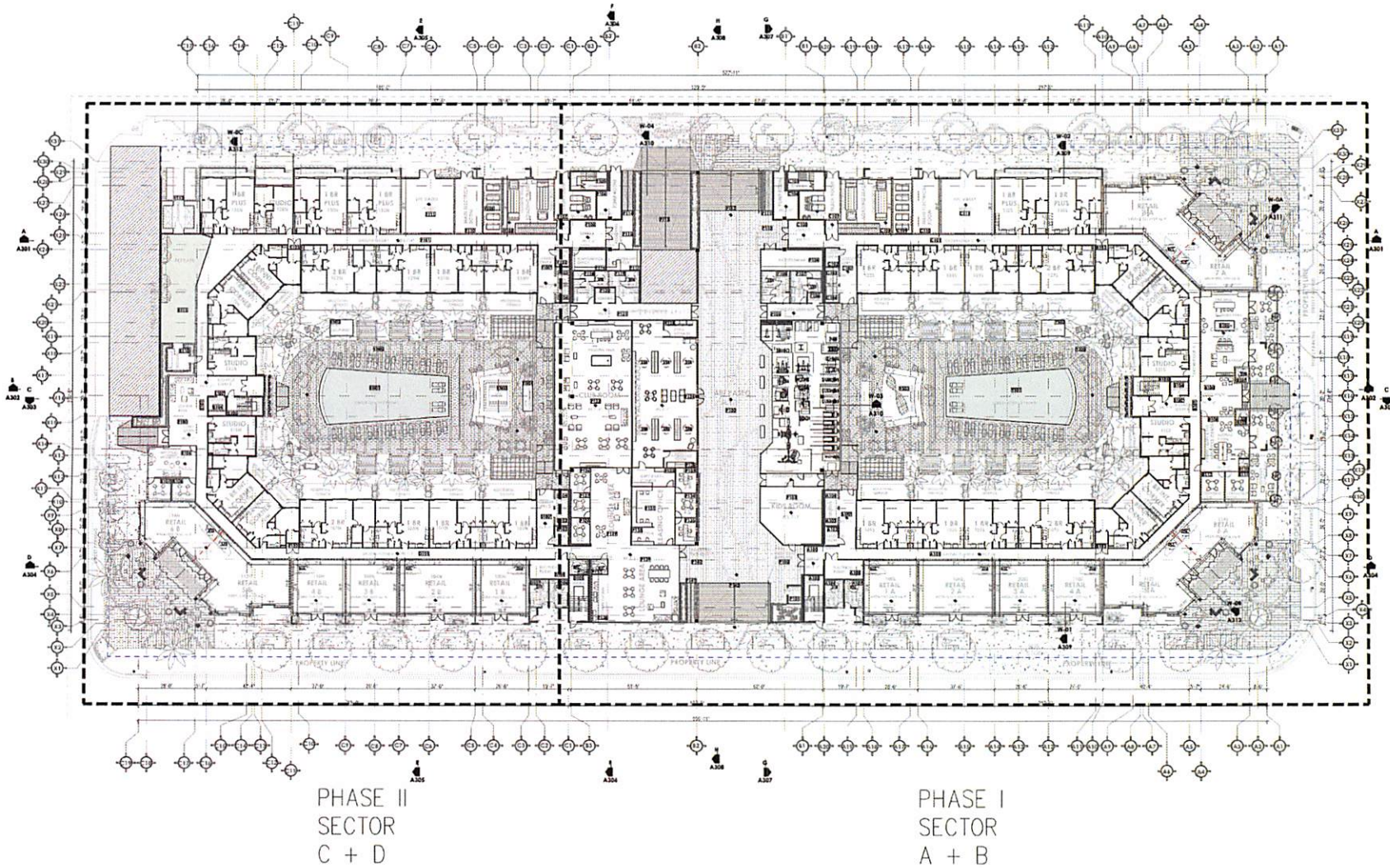
Commence at the Northwest corner of said Block 325; thence North 87°52'38" East along the North line of said Block 325 for 15.00 feet to the Point of Beginning.

Thence continue North 87°52'38" East along said North line 40.01 feet; thence South 42°52'08" West 42.43 feet to a point on a line 25 feet East of and parallel with the West line of said Block 325; thence South 02°08'22" East along said parallel line 523.00 feet; thence South 47°07'52" East 42.42 feet to a point on a line 17 feet North of and parallel with the South line of said Block 325; thence South 87°52'38" West along said parallel line 29.62 feet to a point on the arc of a circular curve concave Northeasterly from which a radial line bears North 33°40'48" East; thence Northwesterly along the arc of said curve to the right, having a radius of 25.00 feet, a central angle of

54°10'48", for an arc distance of 23.84 feet to a point of tangency on a line 15 feet East of and parallel with said West line of Block 325; thence North 02°08'22" West along said parallel line 562.73 feet to the Point of Beginning.

Said land lying and being in the City of Fort Lauderdale. Broward County, Florida.

Exhibit "B"
Site Plan



N OVERALL SITE PLAN
SCALE: 1" = 20'-0"



PERMIT SET - 12/15/2022

BEHAR, FONT & PARTNERS, P.A.

ARCHITECTURE
PLANNING
INTERIORS

CERTIFICATION No. AR000491

4513 PONCE DE LEON BLVD
CORAL GABLES, FLORIDA 33134
TEL: (305) 740-5442
FAX: (305) 740-5443
E-MAIL: info@bfpa.com

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THIS DESIGN AND DRAWING IS THE PROPERTY OF THIS FIRM.
NO PART OF THIS DESIGN OR DRAWING MAY BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, WITHOUT PERMISSION IN WRITING FROM BEHAR FONT & PARTNERS, P.A.

SEAL:

Robert Font, P.E.
2023.08.01
13.18.22-0492

Robert Font, P.E. #15305
OFFICIAL SEAL

PROPOSED MIX USE RENTAL DEVELOPMENT
THE ARCADIAN
640 NW 7TH AVENUE
FT LAUDERDALE, FLORIDA 33311

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DESIGN INFORMATION:
Fusa Group
800 NW 5th St, Suite 200
FT Lauderdale Florida 33311

Office 954.975.7700
Fax 954.975.7701

REVISIONS:
NO. 000000 REV. 00-11-2018

PROJECT No. 25489
DESIGN BY: AC
CHECKED BY: MP

MECHANICAL
OVERALL SITE PLAN

M0-0.0

Exhibit "C"
Project Budget and Budget for Parking Garage




The Arcadian Garage
Contract Schedule of Values
 Finrock Project 22-2119 2023.10.11

DESCRIPTION	TOTAL COST
DIVISION 1 - GENERAL REQUIREMENTS	\$442,205
DIVISION 2 - EXISTING CONDITIONS	\$0
DIVISION 3 - CONCRETE	\$8,129,526
DIVISION 4 - MASONRY	\$2,250
DIVISION 5 - METALS	\$207,780
DIVISION 6 - WOOD & PLASTICS	\$0
DIVISION 7 - THERMAL & MOISTURE PROTECTION	\$628,677
DIVISION 8 - DOORS & WINDOWS	\$78,743
DIVISION 9 - FINISHES	\$280,637
DIVISION 10 - SPECIALTIES	\$61,587
DIVISION 11 - EQUIPMENT	\$123,000
DIVISION 12 - FURNISHINGS	\$0
DIVISION 13 - SPECIAL CONSTRUCTION	\$0
DIVISION 14 - CONVEYING SYSTEMS	\$130,000
DIVISION 21 - FIRE PREVENTION	\$424,286
DIVISION 22 - PLUMBING	\$326,323
DIVISION 23 - HVAC	\$23,920
DIVISION 26- ELECTRICAL	\$786,739
DIVISION 27 - COMMUNICATIONS	\$0
DIVISION 28 - ELECTRONIC SAFETY AND SECURITY	\$50,000
DIVISION 31 - EARTHWORK	\$18,042
DIVISION 32- SURFACE IMPROVEMENTS	\$0
DIVISION 33 - UTILITIES	\$0
SUBTOTAL	\$11,713,713
DESIGN FEES	\$390,565
BOND	\$36,050
GENERAL CONTRACTOR'S FEE	\$122,630
DESIGN BUILD TOTAL	\$12,262,958

Exhibit "D"
Project Development Plan

Exhibit "E"
Project Schedule





COMMISSION AGENDA ITEM DOCUMENT ROUTING FORM

Today's Date: 5-28-24 **RUSH**

1. DOCUMENT TITLE: Development Agreement- Sunshine Shipyard (Arcadian Project)

COMM. MTG. DATE: 11/07/2023 CAM #: 23-0958 ITEM #: R-2 CAM attached: ☒ YES ☐ NO

Routing Origin: CAO Router Name/Ext: Erica K./6088 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: _____ Router Name/Ext: _____ # of originals routed: 1 Date to CAO: _____

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

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

Date to CCO: 5-28-24 Lynn Solomon [Signature]
Attorney's Name Initials

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

4) City Manager's Office: CMO LOG #: _____ Document received from: _____

Assigned to: SUSAN GRANT ☐ ANTHONY FAJARDO ☐ LAURA REECE ☐
SUSAN GRANT as CRA Executive Director ☐ BEN ROGERS ☐

☐ APPROVED FOR S. GRANT'S SIGNATURE ☐ N/A FOR SUSAN GRANT TO SIGN

PER ACM: L. Reece (Initial/Date) PER ACM: S. Grant (Initial/Date)

☐ PENDING APPROVAL (See comments below)

Comments/Questions: _____

Forward _____ originals to ☐ Mayor ☐ CCO Date: _____

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

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

7) CAO forwards _____ originals to CCO Date: _____

8) City Clerk: Scan original and forwards 1 original to: Erica Keiper/ xt. 6088

Attach _____ certified Reso# _____ ☐ YES ☐ NO Original Route form to: Erica K./6088