

STREETSCAPE AGREEMENT [Moody Insurance Group]

This Agreement for Development of Property (the "Agreement") is entered into by and between the Fort Lauderdale Community Redevelopment Agency, a community redevelopment agency created pursuant to Part III, Chapter 163, Florida Statutes (the "Agency") and 1943 Tyler, LLC, a Florida limited liability company. (the "Developer").

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

WHEREAS, the Developer has purchased the Property and is constructing the Project in the Community Redevelopment Area; and

WHEREAS, at its _____ meeting, the Agency authorized execution of a Streetscape Agreement with the Developer providing for certain grant funds to be paid to the Developer through the Agency's Streetscape Program to cover a portion of the costs related to the construction of streetscape improvements in connection with the development of the Project and for separate funding through the Agency's Façade and Property and Business Investment Improvement Programs; and

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

ARTICLE 1 Definitions

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

- 1.6. City means the City of Fort Lauderdale, Florida, a Florida municipal corporation.
- 1.7. Commercially Reasonable Efforts means that level of effort which a prudent business would undertake in circumstances which are the same as or substantially similar to the circumstances referred to or described, but without any obligation to incur any unreasonable or unduly burdensome expenses or obligations or any guaranty of completion or results.
- 1.8. Community Redevelopment Area means the Northwest/Progresso/Flagler Heights Community Redevelopment Area as described in Resolution No. 95-86 of the City adopted on June 2, 1995 and such other resolutions as may amend the boundaries of such area.
- 1.9. County means Broward County, Florida, a political subdivision of the State of Florida
- 1.10. Developer means 1943 Tyler, LLC and any successor or assign thereof.
- 1.11. Developer's Lender means the financial institution or other person which has provided financing to Developer for the acquisition, design, development, construction, ownership, use or operation of the Project or any part thereof, currently Landmark Bank.
- 1.12. Developer Streetscape Improvements means the following street improvements: removal of existing sidewalks, installation of new sidewalks along frontage of Progresso Drive, driveway aprons, landscaping, irrigation, bike racks, tree grates and other improvements.
- All such Developer Streetscape Improvements are as more particularly described on Exhibit "B" attached hereto and made a part hereof.
- 1.13. Plans and Specifications means architectural, engineering and construction documents constituting the concept documents, preliminary plans and drawings, schematic design documents, design development documents and construction documents for the Project as shown on Exhibit "C" attached hereto and made a part hereof.
- 1.14. Effective Date means the date on which this Agreement is executed and delivered by both the Agency and the Developer.
- 1.15. Governmental Authorities means all state, city, county, administrative or other governmental authorities which now or hereafter have jurisdiction, review, approval or consent rights relating to the design, development, construction, ownership, occupancy or use of the Property or the Project.

- 1.16. Permits and Approvals means any and all development, zoning, platting, subdivision, site plan, design, Plans and Specifications, construction permit and other applicable permits and approvals and variances, if necessary, from all applicable Governmental Authorities pertaining to the Project and the Property.
- 1.17. Person means any individual, corporation, firm, partnership, trust, association, limited liability company or other entity of any nature.
- 1.18. Project Means the improvements in the public right-of-way associated with the substantial renovation of the existing 5329 square foot building on the approximately 10,794 square foot site at 725 Progresso Drive for office use by Moody Insurance Group.
- 1.19. Project Completion Date means the date on which the construction of the entire Project is substantially complete and the Certificate of Occupancy has been issued by the appropriate Governmental Authority.
- 1.20. Property means the parcel of land owned by Developer on which the Project will be located as described on Exhibit "A" attached hereto and made a part hereof.
- 1.21. Redevelopment Plan means the Northwest/Progresso/Flagler Heights Redevelopment Area Plan adopted by the City Commission on November 7, 1995, as amended, a copy of which is on file with the Agency.
- 1.22. Reimbursement Amount means an amount not to exceed the lesser of Twenty Thousand Dollars (\$20,000.00) or 50% of the Developer's costs associated with the Developer Streetscape Improvements of the Project to be paid by the Agency to the Developer in consideration of the installation and construction of the Developer Streetscape Improvements upon Project Completion. For purposes hereof, the term Developer's Costs shall include the Developer's costs and expenses incurred for the making improvements or constructing the Project as approved with the Plans and Specifications. No improvements being funded under any other CRA program is eligible for reimbursement.
- 1.23. TCO means a temporary certificate of occupancy issued by the City or other applicable Governmental Authority for all or a portion of the Project.

ARTICLE 2

Findings

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

- 2.1. The City Commission of the City adopted Resolution No. 95-86 on June 2, 1995 finding the existence of blight conditions in the Community Redevelopment Area, as more particularly described in that Resolution, in which the Property is located.
- 2.2. The Agency for the Area was created by Resolution No. 95-86 adopted by the City Commission of the City on June 20, 1995 pursuant to part III of Chapter 163, Florida Statutes.
- 2.3. By adoption by the City Commission of Resolution No. 95-170, the Redevelopment Plan was adopted on November 7, 1995.
- 2.4. By adoption of Resolution No. 95-1084 on November 26, 1995, the Broward County Board of County Commissioners approved the Redevelopment Plan and such plan has been subsequently amended in 2001 and 2013.
- 2.5. The Redevelopment Plan contemplates redevelopment in the Community Redevelopment Area.
- 2.6. Pursuant to the Redevelopment Plan, it is contemplated that the Agency will provide funding for certain road improvements in the Community Redevelopment Area.
- 2.7. Developer owns the Property and has submitted plans for review for the construction of the Project on the Property.
- 2.8. The Project is consistent with and furthers the provisions of the Redevelopment Plan and the Agency desires to encourage redevelopment of the Property for use for the Project and to encourage Developer in its development, design, construction, use, ownership and operation of the Project.
- 2.9. Certain street improvements, which will include, but are not limited to, the Developer Streetscape Improvements are required to support the Project and will be necessary for the successful development of the Project.

ARTICLE 3

Project Overview

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

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

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

ARTICLE 4

Obligations of the Parties

- 4.1 Developer. Developer, with the assistance of the Agency Staff, shall use Commercially Reasonable Efforts to obtain or cause to be obtained all Permits and Approvals, including, without limitation, all permits, consents, replatting (if necessary) and subdivision variances, waivers and other approvals necessary under applicable law for the design, development, construction, operation and use of the Project as described in the Plans and Specifications, which shall include, when applicable, the timely filing of necessary applications, with permit fees when required, the prosecution of the application to the same extent as used by the party charged with the effort as such party has devoted to the approvals, timely follow through with such amendments and revisions or additions to the documentation required by the application or other process as shall be customary with like kind projects of economic magnitude in the Broward County area, and the prompt payment of costs and fees associated therewith. Prior to the issuance of the Certificate of Occupancy, Developer shall not abandon construction of the Project, which shall mean the cessation of meaningful construction work on the Project for a period of ninety (90) days or more. For purposes of this Section 4.1, "meaningful construction work on the Project" shall be the standard set forth in the applicable building code for purposes of maintaining any Permits and Approvals. The Developer shall maintain all Permits and Approvals for the Project and agrees to observe all applicable laws and requirements of all applicable Governmental Authorities in connection with the Project.
- 4.2 Developer Streetscape Improvements. Developer shall design, construct and install the Developer Streetscape Improvements as provided herein. The Agency shall be responsible for paying the Reimbursement Amount directly to Developer in one payment no earlier than the Project Completion Date. Developer shall notify the Agency of such completion and send the Agency a request for the Reimbursement Amount along with such documentation as may be reasonably necessary to evidence the actual costs paid by the Developer for the Developer Streetscape Improvements. The CRA agrees to reimburse the Developer up to the Reimbursement Amount subject to the terms and conditions contained herein. In order to be eligible for reimbursement the Developer shall submit paid

invoices for all eligible costs, materials and expenses, proof the Developer paid for such invoices and all other documentation required by the CRA (including release of liens, if applicable) and the CRA shall reimburse the Developer for such costs and expenses within forty five (45) days after receipt of the proper paid invoices and other required documentation to the CRA in accordance with Exhibit D. All construction reimbursement costs submitted will be evaluated for reimbursement against the Project Construction Pricing and Material list attached as Exhibit "D" to the Development Agreement.

4.3 Permits and Approvals. As of the Effective Date, the Plans and Specifications have been submitted to the City and the Broward County by Developer and are under review.

4.4 Developer Ad Valorem Tax Payments. Developer shall be obligated to pay all ad valorem property taxes due upon the Property and the Project as required by Florida law.

4.5 Approval of Agreement.

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

4.5.2 Developer hereby represents and warrants to the Agency that (i) the execution and delivery hereof have been approved by all parties whose approval is required under the terms of the governing documents creating Developer, (ii) this Agreement does not violate any of the terms or conditions of such governing documents and the same is binding upon Developer and enforceable against it in accordance with its terms; (iii) the Persons executing this Agreement on behalf of Developer are duly authorized and empowered to execute the same for and on behalf of the Developer; (iv) Developer is a Florida corporation and is duly authorized to transact business in the State of Florida; and (v) this Agreement does not violate the terms of any other agreement to which the Developer is a party.

4.6 Developer shall immediately notify agency in writing of any pending, or to the knowledge of the Developer, threatened actions or proceedings before any court or administrative agency against the Developer, or against any officer, employee, partner or shareholder of the Developer, which question the validity of this Agreement or any Exhibit hereto, or which are likely in any case, or in the aggregate, to materially adversely affect the consummation of the transactions contemplated hereunder or the financial condition of the Developer.

ARTICLE 5

Project Financing

- 5.1 Developer. Developer shall use its own funds and funds obtained from Developer's Lender to develop the Project for the purposes contemplated by this Agreement. The Agency shall not have any claim to any right, title, or interest in and to the Property under this Agreement and Developer shall be free to arrange other financing in connection with the Property and the Project as Developer may desire, whether using Developer's Lender or any other source for any such financing. Developer shall promptly notify Agency of any changes to Developer's Lender. Developer shall within 5 days' notice from Developer's Lender, notify the agency of the occurrence of any event of default under any such financing. The Developer shall use commercially reasonable efforts to obtain the agreement of Developer's Lender that in the event of a default by the Developer under the financing of the Project by Developer's Lender that Developer's Lender will notify the Agency of such default and what will be necessary, if anything, for the Agency to cure such default at the election of the Agency.
- 5.2 Developer Streetscape Improvements. The Developer shall construct the Developer Streetscape Improvements as provided herein and in accordance with the applicable standards and specifications for such construction as set forth by the Governmental Authorities.
- 5.3 Taxes and other charges. Developer shall pay and discharge, or cause to be paid and discharged, prior to delinquency all taxes, charges, liabilities or claims of any type at any time assessed against or incurred by the Property or the Project, provided that nothing in this Section 5.3 shall require the payment of any such sum if Developer contests the same in good faith by appropriate proceedings. The Developer shall not allow any taxes to be delinquent so that the Property is subject to the sale of tax certificates according to Florida law. The Developer shall notify the Agency within 5 days of any notice of tax delinquency on the Property or the Project.

ARTICLE 6

Project Development

- 6.1 Project Schedule. Developer represents that the Project Completion Date shall occur in accordance with the Project Schedule set forth on Exhibit E. The Agency Authorized Representative may, upon good cause shown by Developer, extend the time for the Project Completion Date for an additional six (6) months.

ARTICLE 7

Developer Defaults; Agency Remedies

- 7.1 **Event of Default.** The occurrence of any one or more of the following and the continuance thereof uncured or uncorrected for the period of time hereinafter provided shall constitute an Event of Default hereunder:
- 7.1.1 The Developer defaults in the performance of any obligation imposed upon it under this Agreement or the Developer fails to complete any item required to be completed by it as provided herein, including constructing the Project substantially in accordance with the final Plans & Specifications, and the Developer does not cure such default within thirty (30) days after delivery of notice of such default from the Agency; or
 - 7.1.2 Any statement, representation or warranty made by the Developer herein or in any writing now or hereafter furnished in connection herewith shall be false in any material respect when made and which materially and adversely affects the rights, duties or obligations of the Agency hereunder; or
 - 7.1.3 (i) an order, judgment or decree is entered by any court of competent jurisdiction adjudicating the Developer bankrupt or insolvent, approving a petition seeking a reorganization or appointing a receiver, trustee or liquidator of the Developer or of all or a substantial part of its assets, or (ii) there is otherwise commenced as to the Developer or any of its assets any proceeding under any bankruptcy, reorganization, arrangement, insolvency, readjustment, receivership or similar law, and if such order, judgment, decree or proceeding continues without being dismissed after any stay thereof expires.
- 7.2 **Remedies.** Upon the occurrence and during the continuance of any Event of Default by Developer hereunder, the Agency shall have the following rights (a) to terminate this Agreement, upon which termination Developer agrees upon request by the Agency it shall assign and transfer to the Agency, free of any liens or other obligations or conditions, all plans, specifications and contracts for the Developer Streetscape Improvements, if any, and (b) to stop any disbursements of funds by the Agency hereunder, including the Reimbursement Amount (c) to recover all funds paid by the Agency under this Agreement (d) to pursue other rights or remedies which are or may be available to Developer at law or in equity to enforce any of the terms of this Agreement.

ARTICLE 8

Agency Defaults, Developer Remedies

- 8.1. Agency Event of Default. The occurrence of any one or more of the following and the continuance thereof for the period of time hereinafter provided shall constitute an Event of Default hereunder by the Agency:
- 8.1.1 If for any reason the Agency fails to timely pay, perform or complete any or all of its material obligations under this Agreement as and when required including the obligation to pay the Reimbursement Amount and the Agency does not cure such default within thirty (30) days after delivery of notice of such default from the Developer; or
- 8.2 Remedies. If at any time there is a default by the Agency which is not cured within any applicable cure period provided herein, Developer shall have the right to terminate this Agreement and/or to pursue other rights or remedies which are or may be available to Developer at law or in equity to enforce any of the terms of this Agreement.

ARTICLE 9

General Provisions

- 9.1 Non-liability of Agency and City Officials. No member, official or employee of the Agency or the City or the Agency Staff of any employee of the City shall be personally liable to the Developer or to any Person with whom the Developer shall have entered into any contract, or to any other Person in the event of any default or breach by the Agency, or for any amount which may become due to the Developer or any other Person under this Agreement.
- 9.2 Approval. Whenever this Agreement requires the Agency or the Developer to approve any contract, document, plan, specification, drawing or other matter, such approval shall not be unreasonably withheld, delayed or conditioned. The Developer and the Agency shall perform all obligations imposed upon them under this Agreement in a reasonable and timely fashion.
- 9.3 Force Majeure. Neither the Developer nor the Agency shall be deemed in default hereunder where such a default is based on a delay in performance as a result of war, insurrection, terrorist activity, strikes, lockouts, riots, floods, earthquakes, fires, casualty, acts of God, acts of public enemy, epidemic, quarantine

restrictions or freight embargo,; provided, however, that the extension of time granted for any delay caused by any of the foregoing shall not exceed the actual period of such delay and a reasonable time to resume after such delay. The party invoking this Section 9.3 shall deliver notice to the other party as provided in Section 9.4 setting forth the event of Force Majeure and the anticipated delay resulting from such event of Force Majeure. Upon expiration of the event of Force Majeure, either party may notify the other that the event has expired and that the extension of time granted as a result of such delay has ended.

- 9.4 Notices. All notices to be given hereunder shall be in writing and (a) personally delivered, (b) sent by registered or certified mail, return receipt requested, (c) delivered by a courier service utilizing return receipts or (d) sent by facsimile with confirmation of receipt to the Parties at the following addresses (or to such other or further addresses as any Party may designate by like notice similarly sent). Such notices shall be deemed given and received for all purposes under this Agreement (i) three (3) business days after the date same are deposited in the United States Mail if sent by registered or certified mail, or (ii) the date actually received if sent by personal delivery or courier service, or (iii) the date of transmission of a facsimile, with telephonic or machine confirmation of receipt:

If to the Agency:

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

If to the Developer:
1943 Tyler, LLC
ATTN: Thomas Moody
1939 Tyler Street
Hollywood, Florida 33020

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

- 9.5. Time. Time is of the essence in the performance by any party of its obligations hereunder.
- 9.5 Entire Agreement. This Agreement constitutes the entire understanding and agreement between the Parties and supersedes all prior negotiations and agreements between them with respect to all or any of the matters contained herein.

- 9.6 Amendment. This Agreement may be amended by the Parties hereto only upon the execution of a written amendment or modification signed by the Parties.
- 9.7 Waivers. All waivers, amendments or modifications of this Agreement must be in writing and signed by the party to be obligated. Any failures or delays by any party in asserting any of its rights and remedies as to any default shall not constitute a waiver of any other default or of any such rights or remedies. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties hereto are cumulative, and the exercise by any party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or other default by any other party.
- 9.8 Assignment. Except as provided below, the rights, duties, obligations and privileges of the parties herein are non-assignable and any purported assignment shall be void and of no force and effect and shall constitute a default of this Agreement, unless there is prior written approval by Agency, which shall not be unreasonably withheld. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties provided that any assignee of Developer shall confirm in writing that it shall be bound as fully as if it had been the Developer hereunder upon completion of any such assignment, which may be effected by delivery to the Agency of a copy of the Assignment and Assumption Agreement.
- 9.9 Indemnification. Developer agrees to protect, defend, indemnify and hold harmless the Agency, and their officers, employees and agents, from and against any and all lawsuits, penalties, claims, damages, settlements, judgments, decrees, costs, charges and other expenses or liabilities of every kind, sort or description including, but not limited to, attorneys' fees at both the trial and appellate levels, in connection with or arising, directly or indirectly, out of or resulting from this Agreement or the Participant's acts or omissions in performing their obligations under this Agreement. Without limiting the foregoing, any and all such claims, relating to personal injury, death, damage to property, defects in material or workmanship, actual or alleged infringement or any patent, trademark, copyright or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance administrative order, rule or regulation or decree of any court, are included in the indemnity. The Participant further agrees to investigate, handle, respond to, provide defense for, and defend any such claims, at his sole expense and agrees to bear all other costs and expenses related thereto, even if the claim(s) is groundless, false or fraudulent. This provision shall survive expiration or termination of this Agreement and shall not be limited by any insurance required hereunder.

- 9.10 Severability. The invalidity, illegality or unenforceability of any one or more of the provisions of this Agreement shall not affect any other provision of this Agreement, but this Agreement will be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- 9.11 Contingent Fee. The Developer represents and warrants that it has not employed or retained any Person to solicit or secure this Agreement and that it has not paid or agreed or promised to pay any Person any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the execution of this Agreement, including any broker fee or commission.
- 9.12 Independent Contractor. In the performance of this Agreement, the Developer will be acting in the capacity of an independent contractor and not as an agent, employee, and partner of the Agency. The Developer and its employees and agents shall be solely responsible for the means, methods, techniques, sequences and procedures utilized by the Developer in the performance of its obligations under this Agreement.
- 9.13 Timing of Approvals. Each party hereto shall have a period of not more than twenty (20) business days from the date of submission to such party of any item under this Agreement to take any action or give its approval or denial and the failure to take any such action, or give such approval or denial within such period of time shall be deemed approval, provided that no approval by the City shall be governed hereby.
- 9.14 Not A General Obligation. (a) Neither this Agreement nor the obligations imposed upon the Agency hereunder shall be or constitute an indebtedness or general obligation of the Agency or other Governmental Authority within the meaning of any constitutional, statutory or charter provisions requiring the Agency or other Governmental Authority to levy ad valorem taxes nor a lien upon any properties or funds of the Agency or other Governmental Authority. The Developer agrees that the obligation of the Agency to make any payments by the Agency to the Developer pursuant to this Agreement shall be subordinate to the obligations of the Agency to pay debt service on any bonds to be issued by the Agency up to the principal amount of the first issuance of such bonds.
- (b) Nothing contained herein shall be deemed, construed or applied to cause any Governmental Authority, specifically including the Agency, to waive its right to exercise its governmental power and authority or to consider any request causing the exercise of its governmental powers in any manner other than that which is customary for the exercise of such governmental powers.
- 9.15 Parties to Agreement. This is an agreement solely between the Agency and the Developer. The execution and delivery hereof shall not be deemed to confer any rights or privileges on any Person not a party hereto other than the successors or assigns of the Agency and the Developer.

- 9.16 Venue; Applicable Law. All legal actions arising out of or connected with this Agreement must be instituted in the Circuit Court of Broward County, Florida, or the United States District Court for the Southern District of Florida. The laws of the State of Florida shall govern the interpretation and enforcement of this Agreement.
- 9.17 Insurance. During the term of this Agreement, the Developer shall obtain and maintain casualty insurance on the Project in an amount equal to the cost of replacing the Project in the event of a damage or destruction of the Project, including builder's risk insurance during construction. Subject to the prior rights of Developer's Lender, Developer shall use the proceeds of such insurance to rebuild or repair the Project to substantially the same condition as before such damage or destruction. The Developer shall also obtain and maintain liability insurance in such an amount as is customary for a project of the size and scope of the Project. Certificate(s) of insurance evidencing such insurance to the reasonable satisfaction of the Agency shall be provided to the Agency by the Developer.
- 9.18 Termination. In the event of a termination of this Agreement as provided herein prior to its expiration the party terminating the Agreement shall provide notice to that effect to the other party and upon receipt of such notice and the expiration of any cure period provided herein this Agreement shall then be of no force and effect, neither party will be liable to the other for any payments or other obligations other than any payments or obligations earned or incurred as of such date of termination.
- 9.19 Term. This Agreement shall take effect upon the Effective Date and, if not earlier terminated as provided herein, shall expire on the date of the payment of the Reimbursement Amount to the Developer by the Agency.
- 9.20 Records/Right to Audit. Agency shall have the right to audit the books, records, and accounts of Developer that are related to this Agreement. Developer shall keep, and such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement 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.

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[SIGNATURE PAGES FOLLOW]

L:/AGMTS/CRA/2015/Tyler Streetscape 2

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

AGENCY:

Witnesses:

Fort Lauderdale Community
Redevelopment Agency

Print Name: _____

By: _____
Name: John P. "Jack" Seiler
Title: Chairman

Print Name: _____

Print Name: _____

By: _____
Name: Lee R. Feldman
Title: Executive Director

Print Name: _____

ATTEST:

CRA General Counsel:

By: _____

By: _____
CRA Secretary

DEVELOPER:

WITNESSES:

1943 Tyler, LLC

Printed Name:

By:

Name: Thomas Moody
Title: Manager

Printed Name:

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this ____ day of _____ 2015, by Thomas Moody as Manager of 1943 Tyler, LLC, on behalf of the company. He 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"

PROPERTY LEGAL DESCRIPTION

Lot 10, Block 287 and all of Block 287 lying South of Lot 10 and East of Alley of PROGRESSO, according to the plat thereof as recorded in Plat Book 2, Page 18, of the Public Records of Miami-Dade County, Florida, lying and being in Broward County Florida.

Tax ID 4942 34 07 1470 and 4942 34 07 1380

EXHIBIT "B"

Developer Streetscape Improvements
(including costs)

1. Project Budget
2. Streetscape Grant Application (see attached)

1. PROJECT BUDGET

Progresso Drive

\$ 3,500 Demo side walk
\$ 5,000 Driveway Aprons
\$15,000 New sidewalks
\$15,000 Landscaping
\$ 3,500 Irrigation
\$ 2,500 Landscape Architect
\$ 1,680 Supervision
\$ 4,620 Overhead
\$ 5,080 Profit

\$55,929 TOTAL

\$20,000 Maximum Streetscape Grant
\$35,929 Participant Cost

Streetscape Program
Application Form

PLEASE SUBMIT **FOUR** COPIES OF THE APPLICATION PACKAGE

1. Address of project requesting CRA Investment:

725 Progresso Drive

2. Name of Applicant: 1943 Tyler LLC / Tom Moody

Address of Applicant: 1939 Tyler St, Hollywood FL 33020

Phone: 954 266 7700 Fax: 954-475-9821

Email: mrtmoody@gmail.com

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

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

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

1943 Tyler LLC

4. What is the total estimated project investment?

Current assessed value: \$347,190

New capital investment dollars: \$1,000,000+

Total estimated new assessment: \$750,000

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

☒ 20% or more

☐ 10% to 19.9%

☐ Less than 10%

☐ None

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

☒ Less than 12 months

☐ 12 to 16 months

☐ 16 to 24 months

☐ Longer

7. Include with this application:

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

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


Signature of Applicant


Date

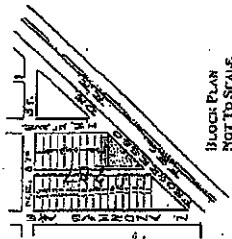
EXHIBIT "C"

Plans and Specifications

1. See plans on file at City's Department of Sustainable Development

763.7615

RECORD LAND SURVEY



CERTIFICATE OF SURVEY

Lot 10, Block 287, and all of Block 287, lying South of Lot 10 and East of alley, PROGRESSO, according to the plat thereof recorded in Plat Book 2, Page 18, of the public records of Dade County, Florida.

CITY OF FORT LAUDERDALE,
BROWARD COUNTY, FLORIDA

We hereby certify that this survey meets the minimum technical standards as set forth by the Florida Board of Professional Land Surveyors in Chapter 61G17-6, Florida Administrative Code, pursuant to Section 172.027, Florida Statutes.

Dated at Fort Lauderdale, Florida this 6th day of
March, 2002.

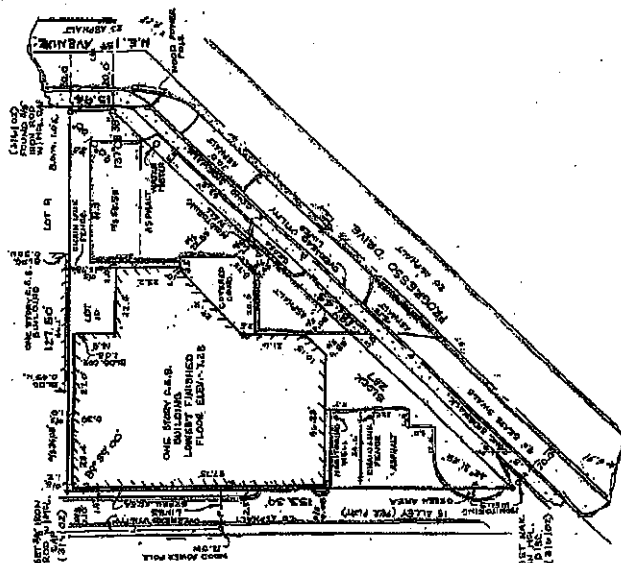
CERTIFIED TO: Larry T. Clemens;
Messina & Carlsberg, P.A. and Chicago
Life Insurance Company this 6th day of
March, 2002.

MCLAUGHLIN ENGINEERING CO.

Bernie A. McLaughlin
Registered Land Surveyor No. 5269
State of Florida

Not Valid Unless Sealed with an embossed Survivors Seal

ΠΡΑΞΕΙΣ ΤΗΣ



LEGEND:

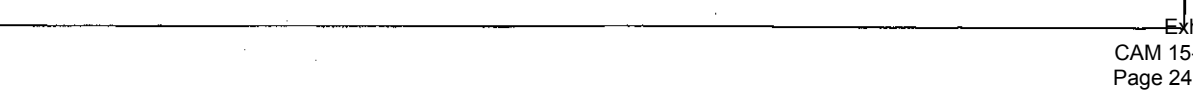
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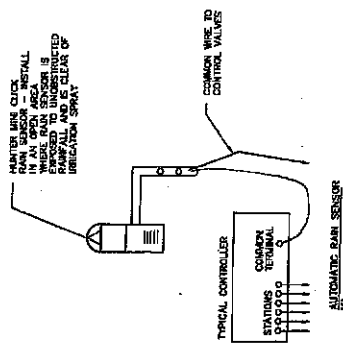
INDICATES MARKERS
SCALE: 1" = 30'

- 3) Bibliographies shown refer to National Geographic, National Defense (1978), and are indicated there: ¹ *ibid.*, p. 426
- 4) Reference Basepoint N.W. 1011 of the *Intersected* (N.E. 1st Avenue & N.E. 3rd Street, S.W. corner), Elev. = 7.91
- 5) The property is *Intersected* Zone "A35", Elev. = 7.91 Flood Insurance Rate Map 11041 (02/12/01) Community No. 125102, dated 12/19/99. Map improvements dated 10/99, not located.
- 6) Underpump down improvements, if any, not located.
- 7) Legal description does not infer title or ownership.
- 8) This property reflects all easements and right-of-way, as shown on a plat recorded June 1, 1984 subject property is not to be sold or otherwise encumbered without the consent of the right-of-way owner by McManisville Drainage Co.

FIELD BOOK No. 233-SO, PART 1, 19 212-30
 DATE COLLECTED 19 212-30

02-1-012

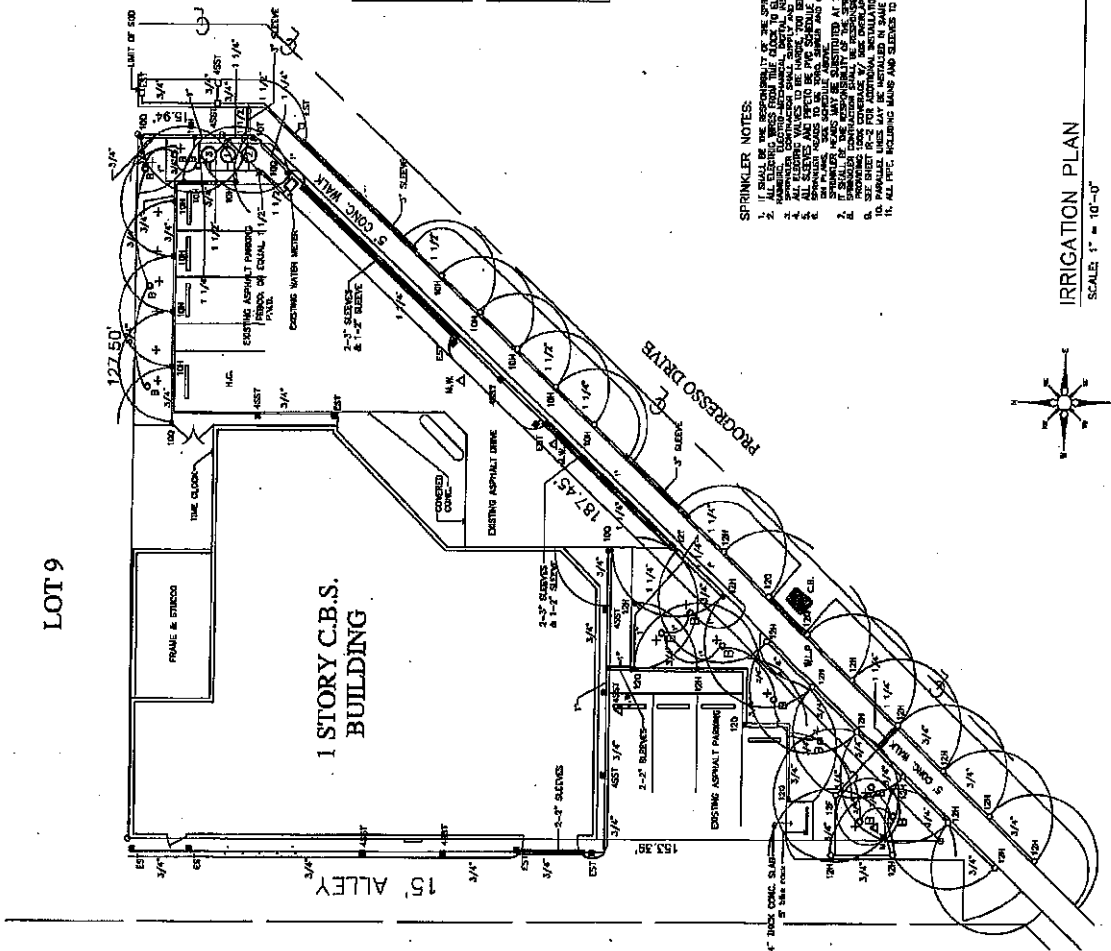


[illegible]

ELECTRIC VALVE SCHEDULE			
SYMBOL	SIZE	MANUFACTURER	AREA
			G.P.M.
①	1 1/2	HARVEY U-LTE VAL. TOOL SERIES	25.0 SHIMMS & CORNELL COVER TUFF
②	1 1/2	HARVEY U-LTE VAL. TOOL SERIES	25.0
③	1 1/2	HARVEY U-LTE VAL. TOOL SERIES	15.0 SHIMMS & CORNELL COVER

SPRINKLER NOTES:

1. SPRINKLER IS TO BE OPERATED CONTINUOUSLY TO MAINTAIN ALL UNDERGROUND UTILITIES FREE FROM ICE-BUILDING RISK.
2. ALL ELECTRICAL WIRING FROM THE CLOCK TO SPRINKLER VALVE AND FROM VALVE TO SPRINKLER HEADS MUST BE PROTECTED AGAINST COLD WEATHER. COLD WEATHER CANNOT BE ALLOWED TO AFFECT THE SPRINKLER SYSTEM.
3. SPRINKLER CONTROLS SHALL BE LOCATED IN A PLACE WHERE THEY CAN BE REACHED WITHOUT LEAVING THE CLOCK ROOM.
4. SPRINKLER SHALL BE OPERATED CONTINUOUSLY DURING THE WINTER MONTHS.
5. ALL SPRINKLER HEADS MUST BE TESTED WITH WATER AT 150° F. ONCE EACH YEAR.
6. SPRINKLER HEADS MUST BE TESTED WITH WATER ONCE EACH YEAR.
7. SPRINKLER HEADS MUST BE TESTED WITH WATER ONCE EACH YEAR.
8. SPRINKLER HEADS MUST BE TESTED WITH WATER ONCE EACH YEAR.
9. SPRINKLER HEADS MUST BE TESTED WITH WATER ONCE EACH YEAR.
10. SPRINKLER HEADS MUST BE TESTED WITH WATER ONCE EACH YEAR.



IRRIGATION PLAN
SCALE: 1" = 10'-0"

EXHIBIT D

Project Construction Pricing (see attached)



505 NE 13 Street, Fort Lauderdale, FL 33306 * 954.524.3799
Office 954-467-2888 * Fax 954-524-3799 E352.433.6172
www.jimerico.com Va.CGC060145

Moody Office Building
721 Progresso Drive
Fort Lauderdale, FL 33311

SITE PROPOSAL

Site Work	\$20,000.00
Demo side walks - public right away	\$3,500.00
Aprons - public right away	\$5,000.00
Side Walks - public right away	\$15,000.00
Paving & Striping	\$17,500.00
landscaping - public Right away	\$15,000.00
Landscaping property	\$20,000.00
Irrigation - public right away	\$3,500.00
Irrigation - property	\$1,500.00
Site Lighting	\$25,000.00
Landscape Architect	\$7,500.00
Supervision	\$5,000.00
SUBTOTAL	\$138,500.00
10% Overhead	\$13,850.00
10% Profit	\$15,235.00
TOTAL	\$167,585.00

EXHIBIT "E"
PROJECT SCHEDULE

Effective Date	Date on which Agreement is fully executed by both parties
Participant obtains all governmental approvals and permits	Within 60 days after Effective Date
Commence streetscape improvements	Within 90 days after the Effective Date
Project Completion Date	Within 180 days of commencing improvements
Participant submits reimbursement package To CRA	Within 90 days of Completion Date