

10.

✓ 9 total Agreements 4/4/16 (L)

**DOCUMENT ROUTING FORM**

Date: March 23, 2016

NAME OF DOCUMENT: Motion Authorizing Community Redevelopment Agency Incentive Program Funding for 1943 Tyler, LLC at 725 Progresso Drive - \$135,000

- 1) Streetscape Agreement between City of Fort Lauderdale Community Redevelopment Agency and 1943 Tyler, LLC (Moody Insurance Group) - \$20,000 (3)
- 2) Property and Business Investment Program Agreement - \$100,000 (3)
- 3) Façade Program Participation Agreement - \$15,000 (3)

Approved Comm. Mtg. on November 17, 2015 CAM #: 15-1376 ITEM #: CRA-1

Routing Origin: ☒ DSD/CRA Also attached: ☒ copy of CAM ☒ Original Documents

- 1) City Attorney's Office: Approved as to Form. Three (3) Originals and Delivered to City Manager on \_\_\_\_\_

Lynn Solomon 

- 2) City Manager: Please indicate if item is CIP Funded, sign where indicated, and forward three (3) originals to Mayor.

CIP FUNDED ☐ YES ☐ NO

Capital Investment / Community Improvement Projects

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, 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, real.

- 3) Mayor: Please sign as indicated and forward three (3) originals to Clerk for attestation.

**INSTRUCTIONS TO CLERK'S OFFICE**

- 4) City Clerk: Retains one original and forwards two (2) original documents to:

(Bob Wojcik, Dept. of Sustainable Development/Extension 4521)

☒ Original Route form to Lynn Solomon, CAO

**FORT LAUDERDALE COMMUNITY REDEVELOPMENT AGENCY  
FAÇADE PROGRAM  
PARTICIPATION AGREEMENT**

THIS IS AN AGREEMENT made and entered into on this 25<sup>th</sup> day of March, 2015 by and between:

FORT LAUDERDALE COMMUNITY REDEVELOPMENT  
AGENCY, a community redevelopment agency created  
pursuant to Part III, Chapter 163, Florida Statutes,  
hereinafter referred to as "CRA",

And

1943 Tyler, LLC, a Florida limited liability company,  
hereinafter referred to as "Participant".

WHEREAS, at its meeting of September 12, 2000 the CRA accepted the administration of the Façade Program ("Program"), which provides grant funds to local property owners and business owners who are lessees of property that are interested in improving the exterior appearance of their commercial structures as applicable to the Northwest Progresso-Flagler Heights Community Redevelopment Area ("NPFCRA") and approved a modification of the Program; and

WHEREAS, applications for funding through the Program shall be evaluated based upon the effect of the improvements upon the neighborhood including; neighborhood compatibility, the creation of additional jobs, the increase in the improved property's value, and the overall visual impact of the improvement; and

WHEREAS, participant is not eligible to apply for additional funds under Program after funds awarded herein are spent by Participant; and

WHEREAS, Participant submitted an application for Façade Program funds, Property and Business Investment/Improvement Program Funds and Streetscape Funds and has been approved to receive funds under all Programs for the improvement of property described herein; and

WHEREAS, pursuant to motion approved by the CRA at its meeting of July 19, 2005, the CRA authorized the Executive Director of the CRA or his designee to execute facade agreements; and

WHEREAS, pursuant to motion approved by the CRA Board at its October 15, 2013 Meeting, the CRA approved the NPF CRA Five Year Strategic Program which included modifications to the Façade Program; and

NOW THEREFORE, as consideration for the mutual promises and covenants contained herein, the parties agree as follows:

The foregoing recitals are true and correct and are incorporated herein by reference.

1. PURPOSE AND SCOPE.

(A) The purpose of this Agreement is to provide the terms and conditions for the CRA to provide grant funds to Participant for the exterior renovation of the structure on real property legally described as:

See Exhibit "A" attached hereto and incorporated herein

and more commonly known as:

725 Progresso Drive  
Fort Lauderdale, FL

(hereinafter referred to as "Property").

(B) Funds provided herein by CRA may be used to pay for the cost of labor and materials necessary to construct, rehabilitate, or make improvements to the Property. Eligible items include, costs of permits, architectural design, landscaping, and other approved aesthetic enhancements. A specific description of eligible improvements is attached hereto as Exhibit "B" (hereinafter referred to as "Improvements"). Business equipment, furnishings or other interior improvements are not eligible. No improvements being funded under any other CRA program is eligible for reimbursement.

(C) Funds will be provided to Participant in the form of a grant.

(D) Façade improvements to be made in conjunction with this Agreement must commence no later than ninety days after the Effective Date of this Agreement as set forth in Exhibit "C" attached hereto and incorporated herein. Should Participant fail to commence work on the Property within the ninety day time period, CRA reserves the right not to award the funds granted herein. If CRA exercises this right, Participant may reapply to CRA for grant funds at a later date.

(E) Participant agrees that as a condition of this Agreement and as provided in the Façade Program, the Property shall not be sold within two (2) years of receipt of the Final Payment. In the event the Property is

sold within one (1) year of the date of receipt of the Final Payment as described in Paragraph 2 (D) of this Agreement, the Participant shall repay one hundred percent (100%) of the funds paid by CRA for the Improvements. In the event the Property is sold within two (2) years of the receipt of the Final Payment, the Participant shall pay CRA fifty percent (50%) of the funds paid by CRA for the Improvements. Participant shall notify the CRA within 5 days of the Property being sold. Payment shall be made within thirty (30) days of the date a conveyance document is recorded in the public records of Broward County and shall carry the maximum legal interest beginning on the 30<sup>th</sup> day until paid.

2. GRANT TERMS.

(A) Funds will be provided to Participant in the form of a grant of up to Fifteen Thousand Dollars (\$15,000.00) or eighty percent (80%) of the total cost of the improvements on the Property, whichever is less. The total project cost is estimated at not less than \$18,750. Grant funds shall be used in accordance with the attached Exhibit "B".

(B) Participant must demonstrate to CRA that any funds required to complete the improvements on the Property, over and above what has been provided herein have been obtained.

(C) The funds provided herein may be disbursed by the CRA for hard and soft costs related to the improvements on the Property.

(D) Funds provided herein shall be given to Participant on a reimbursement basis with a maximum of two requests from Participant. Agency shall reimburse Participant within 45 days of receipt of proper invoices for eligible materials or services, proof Participant paid such invoices, releases of lien for all such work and any other reasonable documentation required by the CRA from Participant. Final payment of CRA funds ("Final Payment") shall be made after the permitted work has been inspected and approved by the CRA Executive Director or his or her designee and the Participant provides proof that the building permit(s) for the improvements has been inspected and passed by the City's Building Official and within 45 days of receipt of proper invoices for eligible materials or services, proof the Participant paid such invoices and any other reasonable documentation required by the CRA.

3. INSURANCE AND INDEMNIFICATION.

(A) Participant agrees to keep in force during the improvement construction period and during the term of this Agreement the following insurance policies:

(i) Commercial General Liability Insurance for the benefit of the Participant, the contractor and the CRA with combined single limit bodily injury/property damage of Five Hundred Thousand Dollars (\$500,000.00).

(ii) Employer's Liability Insurance for the benefit of the Participant and contractor with minimum coverage of Five Hundred Thousand Dollars (\$500,000.00) and Workers Compensation coverage with the statutory coverage limits set forth by Florida Statutes.

(iii) Subcontractor Insurance is recommended. Participant is encouraged to advise the contractor that all of its subcontractors provide the aforementioned coverage as well as any other coverages that the Participant may consider necessary, and any deficiency in the coverages or policy limits of any subcontractors will be the sole responsibility of the contractor.

(B) Prior to the commencement of any construction activities pursuant to this Agreement, Participant shall furnish to the CRA a certificate of insurance for the above described Property, for the required insurance coverages as specified above, which shall name both the CRA and City as an additional insured, contain the name of insurance carrier(s), the effective and expiration dates of policies, and a provision for at least ten days prior notice to the CRA of any cancellation or material change in any policy.

(C) All such coverages shall be from a company or companies of such financial responsibility as found acceptable to the CRA. In the case of an insurable event, where applicable, the proceeds shall first be applied to the Property or if the Property is not able to be reconstructed then payable to the CRA on account of the indebtedness hereby secured.

(D) Should the Participant fail to keep the Property so insured or should the Participant fail to pay any premium becoming due on any such policy or policies on or before the due date thereof, the CRA may place and pay for such insurance or any part thereof without waiving or affecting any rights hereunder.

- (E) Participant shall protect, defend, indemnify and hold harmless the City, the CRA, 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.
- (F) It shall be a default under this Agreement if there is any order, judgment or decree that is entered by any court of competent jurisdiction adjudicating the Participant bankrupt or insolvent, approving a petition seeking a reorganization or appointing a receiver, trustee or liquidator of the Participant or of all or a substantial part of its assets, or if there is otherwise commenced as to the Participant 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.

4. CONSTRUCTION. All construction work must be performed by licensed contractors and appropriate permits will be required. Construction shall not commence without appropriate and sufficient property and casualty insurance on the Property. All construction work must be completed within the time frames as set forth in Exhibit "C" attached hereto and incorporated herein. Should Participant fail to comply with the deadlines set forth in Exhibit "C", CRA reserves the right not to award the funds granted herein. If CRA exercises this right, Participant may reapply to CRA for grant funds at a later date.

5. TERMINATION OF AGREEMENT.

(A) This Agreement, in whole or in part, may be terminated by CRA, for failure of Participant to comply with any of the provisions of this Agreement and upon thirty days prior written notice to Participant or in the event of a default under the Agreement. In the event CRA funds have been disbursed prior to termination, CRA shall be entitled to recover such funds from Participant.

(B) In the event funds to finance improvements made in connection with this Agreement become unavailable, the obligations of each party hereunder may be terminated upon no less than twenty-four hours written notice to the other party.

(C) No waiver by the CRA of any breach of any provision of this Agreement shall be deemed to be a waiver of any other provision or be construed to be a modification of the terms of this Agreement.

6. NOTICE. Any notice by either party under this Agreement should be deemed sufficient if given in writing and hand delivered and or sent by registered or certified mail, postage prepaid and return receipt requested, to the appropriate parties indicated below:

**As to the CRA:**

CRA Executive Director  
Fort Lauderdale Community  
100 N Andrews Avenue  
Fort Lauderdale, FL 33301

**As to the Participant:**

1943 Tyler, LLC  
1939 Tyler Street  
Hollywood, Florida 33020  
ATTN: Thomas Moody

7. RECORDS/RIGHT TO AUDIT.

CRA shall have the right to audit the books, records and accounts of Participant that are related to this Agreement. Participant 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 Participant 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, Participant shall make same available at no cost to CRA in written form.

Participant shall preserve and make available, at reasonable times for examination and audit by CRA 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 involving the records 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 CRA to be applicable, Participant shall comply with all requirements thereof. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for CRA's disallowance and recovery of any payment upon such entry.

8. APPLICABLE LAW. The Participant shall comply with the provisions of the CRA's Façade Program and all applicable local, state and federal laws, regulations, rules and ordinances in connection with the façade improvements contemplated by this Agreement. This Agreement shall be governed by the laws of the State of Florida. 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.

9. QUARTERLY REPORTS. Commencing on the Effective Date of this Agreement and continuing until two years after Final Payment by the Agency, Participant shall submit quarterly reports to the Agency confirming they are in compliance with all terms and conditions of this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]  
[SIGNATURE PAGES FOLLOW]

L:/AGMTS/CRA/2015/Tyler Façade



Facade Agreement between CRA and 1943 Tyler, LLC

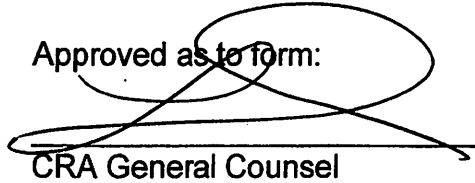
IN WITNESS WHEREOF, the parties hereto have set their hands and seals this  
\_\_\_\_\_ day of \_\_\_\_\_ 2015.

FORT LAUDERDALE COMMUNITY  
REDEVELOPMENT AGENCY



Lee R. Feldman, Executive Director

Approved as to form:

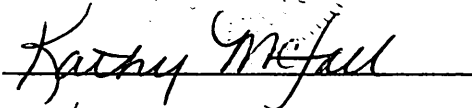
  
CRA General Counsel

ATTEST:

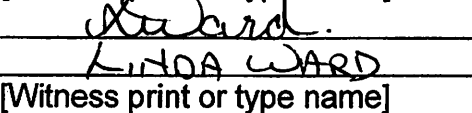


CRA Secretary

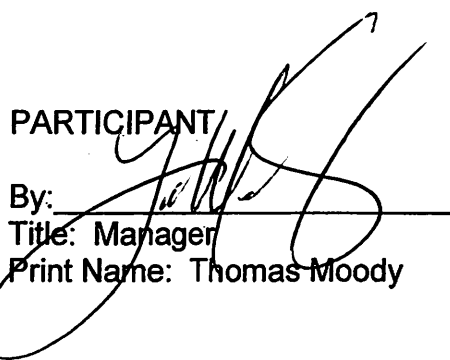
WITNESSES:



KATHY MCFALL  
[Witness print or type name]

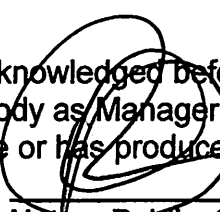
  
LINDA WARD  
[Witness print or type name]

PARTICIPANT

  
By: \_\_\_\_\_  
Title: Manager  
Print Name: Thomas Moody

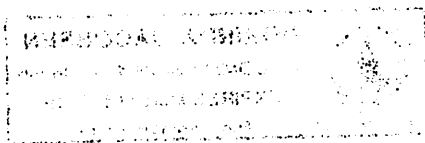
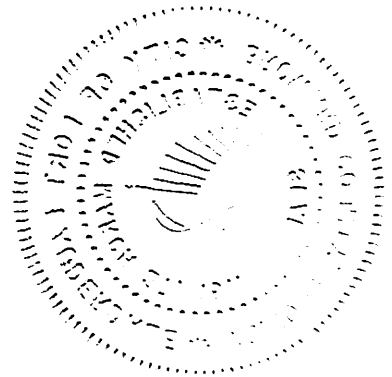
STATE OF FLORIDA:  
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this 9 day of  
February 2015, by Thomas Moody as Manager of 1943 Tyler, LLC, on behalf of the  
company. He is personally known to me or has produced known as identification.  
(SEAL)

  
Notary Public, State of Florida  
(Signature of Notary taking Acknowledgment)  
Dorinda Jacobsen  
Name of Notary Typed, Printed or Stamped

My Commission Expires:  
Commission Number





**EXHIBIT "A"**  
**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"**  
**PROJECT DESCRIPTION**

New windows, new glass entrance, paint, architectural elements, landscaping  
and exterior lighting .

\$18,750.

TOTAL FAÇADE GRANT	\$15,000
TOTAL PARTICIPANT COST	\$3,750

**EXHIBIT "C"**  
**PERFORMANCE SCHEDULE**

<b>Effective Date</b>	<b>Date on which Agreement is fully executed by both parties</b>
<b>Participant obtains all governmental approvals and permits</b>	<b>Within 60 days after Effective Date</b>
<b>Commence facade improvements</b>	<b>Within 90 days after the Effective Date</b>
<b>Building permit has been inspected and passed by the City's Building Official</b>	<b>Within 180 days after commencing facade improvements</b>
<b>Participant submits reimbursement package to CRA for Final Payment of CRA funds</b>	<b>Within 90 days of final inspection by City's Building Official</b>

## **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 November 17, 2015 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;
- 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 Developer'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 Developer 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]

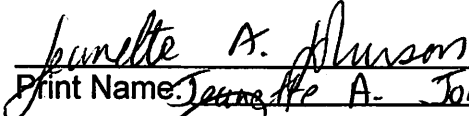
L:/AGMTS/CRA/2015/Tyler Streetscape 2


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

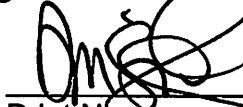
**AGENCY:**

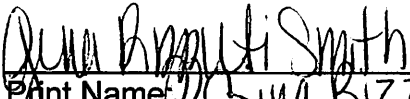
Witnesses:


Fort Lauderdale Community  
Redevelopment Agency

  
Print Name: Janelle A. Johnson

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

  
Print Name: MAXINE A. SINGH

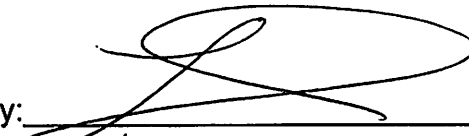
  
Print Name: Gina Rizzuti-Smith

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

Print Name: \_\_\_\_\_

CRA General Counsel:

ATTEST:

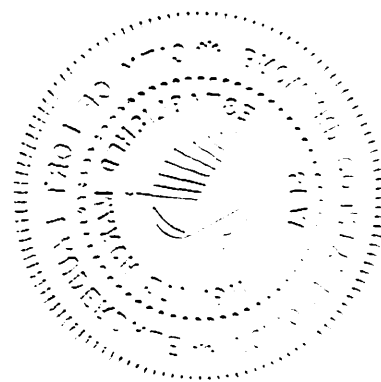
By:   
Lynn Solomon

By:   
CRA Secretary

1000

1000

1000



DEVELOPER:

WITNESSES:

1943 Tyler, LLC

Kathy McFall

Printed Name:

KATHY MCFALL

Linda Ward

Printed Name:

LINDA WARD

By:

Thomas Moody

Title: Manager

STATE OF FLORIDA:

COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this 9 day of February 2015, by Thomas Moody as Manager of 1943 Tyler, LLC, on behalf of the company. He is personally known to me or has produced known as identification.

(SEAL)

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

Dorinda Jacobsen  
Name of Notary Typed, Printed or Stamped

My Commission Expires: 3/5/19  
Commission Number FF206986



**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 1700 Fax: 954-475-9821

Email: mrt.moody@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 file):

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 funding institution
  - \* Partnership and/or ownership information with equity positions

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

Signature of Applicant

Date

4/3/15

**EXHIBIT "C"**

**Plans and Specifications**

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

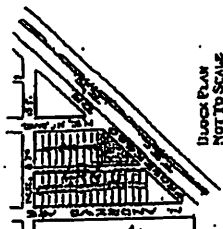
400 Northland Third Avenue  
ET. LAURENDALE, FLORIDA

1962-1963 7027615

# RETICORD LAND SURVEY

INDICATES MARKERS  
OF 1" = 30'

1033

[illegible]

## 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 plan 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 472.027, Florida Statutes.

Dated at Fort Lauderdale, Florida this 6<sup>th</sup> day of March 2002.  
Special to the ADMIRAL INFORMATION THIS  
DAY OF MARCH 2002.

ORDERED TO: Larry T. Gossari;  
 Harrison & Cribb, P.A. and Chicago  
 Title Insurance Company 145 6th City of  
 South 2402.

**MCLAUGHLIN ENGINEERING CO.**

*[Signature]*  
 Gerald A. Molinighan  
 Registered Land Surveyor No. 5249  
 State of Florida

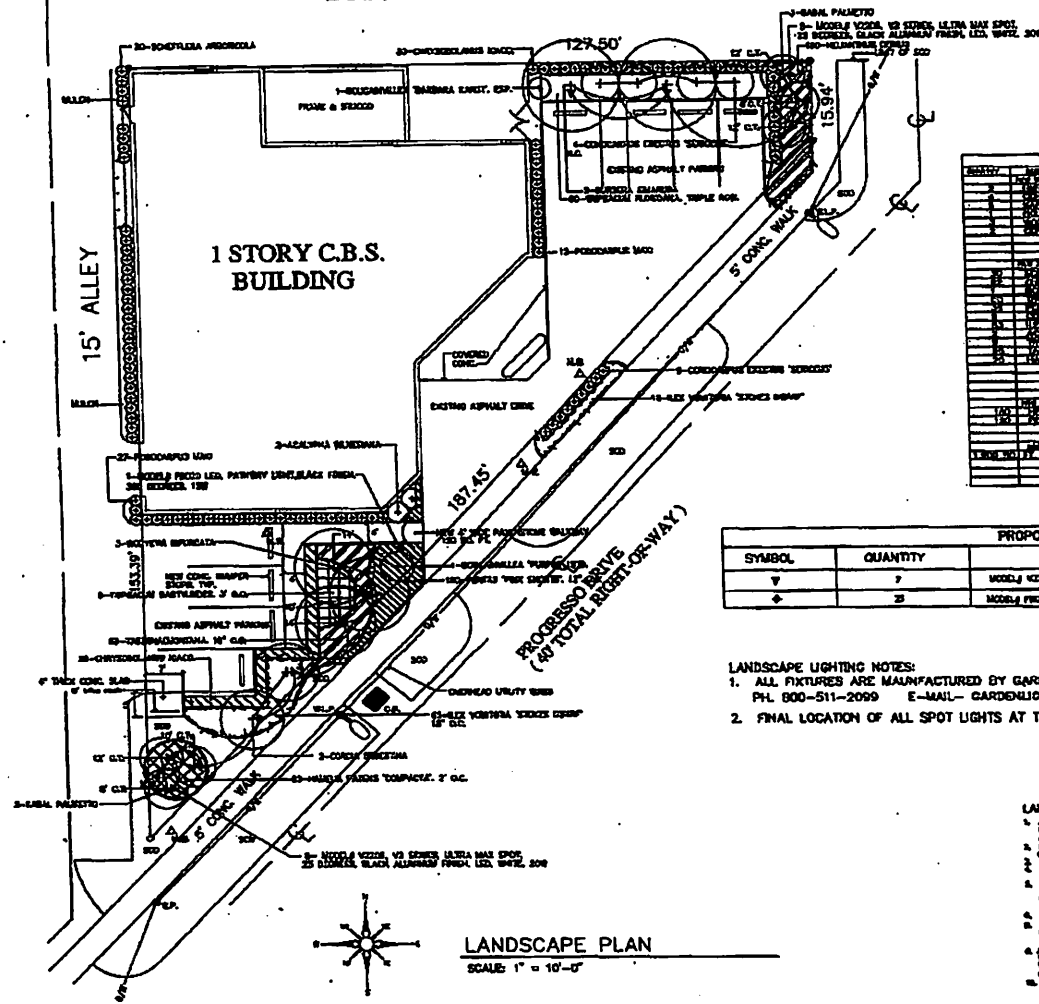
These Voids Vibrate Sealed with an ambient Pressure Bag.

RECEIVED  
JUN 19 1964

02-1-012

FIELD BOOK No. 338-24, PART 1, 19 2ND-00  
DATE OF SET 1/2 T. 14.10

LOT 9



SITE DATA:  
 TOTAL SITE AREA - 10,947.8 SQ. FT.  
 TOTAL BLDG. FOOTPRINT - 1,344.4 SQ. FT.  
 TOTAL PAVED AREA - 3,004.75 SQ. FT.  
 VOLUME - 3,304.75 CU. YD.  
 VOLUME/DOCK SPACE AREA - 225 SQ. FT.  
 PONDAGE AREA - 1,000.42 SQ. FT.

LANDSCAPE REQUIREMENTS	REQUIRED	PROPOSED
PLANTING	1000 SQ. FT.	1000 SQ. FT.
DOCKAGE	200 SQ. FT.	200 SQ. FT.
PAVING	3000 SQ. FT.	3000 SQ. FT.
WATER	1000 SQ. FT.	1000 SQ. FT.
LANDSCAPE	1000 SQ. FT.	1000 SQ. FT.

ITEM	QUANTITY	UNIT	PRICE
1. 10' TALL PALM TREE	10	EA	100.00
2. 8' TALL PALM TREE	20	EA	80.00
3. 6' TALL PALM TREE	30	EA	60.00
4. 4' TALL PALM TREE	40	EA	40.00
5. 2' TALL PALM TREE	50	EA	20.00
6. 1' TALL PALM TREE	60	EA	10.00
7. 10' TALL PALM TREE	10	EA	100.00
8. 8' TALL PALM TREE	20	EA	80.00
9. 6' TALL PALM TREE	30	EA	60.00
10. 4' TALL PALM TREE	40	EA	40.00
11. 2' TALL PALM TREE	50	EA	20.00
12. 1' TALL PALM TREE	60	EA	10.00
13. 10' TALL PALM TREE	10	EA	100.00
14. 8' TALL PALM TREE	20	EA	80.00
15. 6' TALL PALM TREE	30	EA	60.00
16. 4' TALL PALM TREE	40	EA	40.00
17. 2' TALL PALM TREE	50	EA	20.00
18. 1' TALL PALM TREE	60	EA	10.00
19. 10' TALL PALM TREE	10	EA	100.00
20. 8' TALL PALM TREE	20	EA	80.00
21. 6' TALL PALM TREE	30	EA	60.00
22. 4' TALL PALM TREE	40	EA	40.00
23. 2' TALL PALM TREE	50	EA	20.00
24. 1' TALL PALM TREE	60	EA	10.00

PROPOSED LANDSCAPE LIGHTING SCHEDULE		
SYMBOL	QUANTITY	ITEM
1	7	MODEL J KIDON, 1/2 BOWEN, ULTRA MAX SPOT, 25 DEGREE, BLACK ALUMINUM FINISH, LED, 100W, 120V
2	25	MODEL J KIDON, 1/2 BOWEN, ULTRA MAX SPOT, 25 DEGREE, BLACK ALUMINUM FINISH, LED, 100W, 120V

LANDSCAPE LIGHTING NOTES:

1. ALL FIXTURES ARE MANUFACTURED BY GARDEN LIGHT, INC., 6112 BENJAMIN RD., TAMPA, FL, 33634. PHL 800-511-2099 E-MAIL- GARDENLIGHTING.COM
2. FINAL LOCATION OF ALL SPOT LIGHTS AT TREE LOCATIONS SHALL BE DETERMINED AFTER TREES HAVE BEEN INSTALLED.

LANDSCAPE NOTES:

1. ALL PLANT MATERIAL SHALL BE SUPPLIED TO THE SITE BY THE CONTRACTOR FOR PLANTING BY THE CONTRACTOR.
2. ALL PLANT MATERIAL SHALL BE SUPPLIED TO THE SITE BY THE CONTRACTOR FOR PLANTING BY THE CONTRACTOR.
3. ALL PLANT MATERIAL SHALL BE SUPPLIED TO THE SITE BY THE CONTRACTOR FOR PLANTING BY THE CONTRACTOR.
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9. ALL PLANT MATERIAL SHALL BE SUPPLIED TO THE SITE BY THE CONTRACTOR FOR PLANTING BY THE CONTRACTOR.
10. ALL PLANT MATERIAL SHALL BE SUPPLIED TO THE SITE BY THE CONTRACTOR FOR PLANTING BY THE CONTRACTOR.

40 INCHES BEFORE DRAINING  
 1-800-333-4770  
 1-800-333-4770

PROJECT: MOODY BLDG.  
 72 PROGRESSO DR.  
 FT. LAUDERDALE, FL 33304

LANDSCAPE DEVELOPMENT PLAN

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THE NEW YORK STATE BAR ASSOCIATION, INC., is a not-for-profit corporation organized under the laws of the State of New York. Its purpose is to promote the highest standards of the legal profession and to protect the public interest. It is composed of all members of the New York State Bar, who are admitted to the practice of law in this State. The Association is organized into sections, each of which is devoted to the study and promotion of a particular branch of the law. The sections are: Civil Law, Criminal Law, Family Law, Insurance Law, Labor Law, Real Estate Law, Tax Law, and Trial Practice. The Association also maintains a library of books and pamphlets on legal subjects, and it publishes a journal of legal literature. The Association is a member of the American Bar Association, and it is affiliated with the New York State Judicial Conference. The Association's headquarters are located at 110 West 42nd Street, New York 36, New York. For more information, contact the Association at (212) 691-1234.

[illegible]

PROJECT:  
WOODY BLDG.  
125 PROGRESS DR.  
EAST LANSING, MI 48204

L-2

MICHAEL RAY: LANDSCAPE ARCHITECT  
REG# 540  
420 N.W. 7th ST., DELRAY BCH., FL., 33444  
PH. 561-306-4003

RECEIVED BY MAIL  
JAN 20 1963

LOT 9

15' ALLEY

**1 STORY C.B.S.  
BUILDING**

FRAME & STUCCO

TILE FLOOR

COVERED  
CONC.

EXISTING ASPHALT DRIVE

EXISTING ASPHALT PARKING

**PROGRESS DRIVE**

187.45'

127.50'

6" DIAM CONC. SLAB  
6" DIA REINFORCED

EXISTING ASPHALT PARKING

3-4" SLEEVES  
& 1-2" SLEEVES

3-4" SLEEVES  
& 1-2" SLEEVES

3-4" SLEEVES

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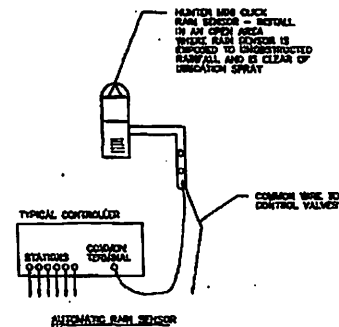
3-4" SLEEVES

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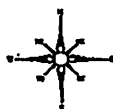


SPRINKLER HEAD KEY		
SYMBOL	TYPE	AREA
• IN	TWO OR EQUAL, SIDE-UP (1" PREP-UP) SPRINKLER HEAD WITH NOZZLE SIZE AS SPECIFIED ON PLAN. FOR FLOW NOZZLES	SPRINKLER & CEILING COVER
• O	TWO OR EQUAL, SIDE-UP FLOW NOZZLES	NOZZLE/PAINT
• O	TWO OR EQUAL, SIDE-UP (1" PREP-UP) SPRINKLER HEAD WITH NOZZLE SIZE AS SPECIFIED ON PLAN	NOZZLE

ELECTRIC VALVE SCHEDULE				
SYMBOL	SIZE	MANUFACTURER	O.P.M.	AREA
①	1 1/2	HANCO ULTE-FLA. 700 SERIES	\$3.0	SHIELD & SPRING COVER
②	1 1/2	HANCO ULTE-FLA. 700 SERIES	\$3.0	TURF
③	1 1/2	HANCO ULTE-FLA. 700 SERIES	\$3.0	RUBBER HEAD

### SPRINKLER NOTES:

- [illegible]



## IRRIGATION PLAN

SCALE 1" = 10'-0"

777 and 7770  
7777 and 77777

**MICHAEL FAY: LANDSCAPE ARCHITECT**  
REG.# 540  
420 N.W. 76<sup>TH</sup> ST., DELRAY BCH., FL., 33444  
PH 561-306-4003

**SECRET**

4-21-13  
J. P. 44

**PROJECT:  
MOODY BLDG.  
723 PROGRESSO DR.  
FT. LAUDERDALE, FLORIDA**

IR-1  
2

48 HOURS BEFORE ORDER  
CLOSING 1/20/97 11:59 AM - 11:59 PM  
1-800-432-4770  
THE UNIVERSITY STORE  
BOOKS AND MORE



**FORT LAUDERDALE COMMUNITY REDEVELOPMENT AGENCY  
PROPERTY AND BUSINESS INVESTMENT IMPROVEMENT PROGRAM  
AGREEMENT**

THIS AGREEMENT is made and entered into this 25<sup>th</sup> day of March, 2016 by and between:

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

and

1943 Tyler, LLC, a Florida limited liability company,  
hereinafter referred to as "Developer",

WHEREAS, pursuant to Motion, approved at its meeting of October 15, 2013, the Agency authorized the creation of the Property and Business Investment Improvement Program ("Program"); and

WHEREAS, the Developer acquired the Project Site and desires to develop the Project; and

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

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

WHEREAS, on October 28, 2015, the Advisory Board recommended approval of a funding package for this Project for funds under the Program, the Streetscape Program and the Façade Program; and

WHEREAS, on November 17, 2015 the Agency authorized execution of this Agreement and execution of separate Façade Program and Streetscape Program Agreements with Developer in the total amount of \$135,000;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency

of which are acknowledged, the parties hereby agree as follows:

ARTICLE 1  
RECITALS

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

ARTICLE 2  
DEFINITIONS

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

2.1 Advisory Board. The Northwest Progresso Flagler Heights Redevelopment Advisory Board.

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

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

2.4 Agency Funds or Funding. The lesser of up to One Hundred Thousand Dollars (\$100,000) or 20% of the total Project Improvement Cost.

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

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

2.7 Authorized Representative. For Agency, the Executive Director of the Agency. For Developer, Thomas Moody. The Authorized Representative shall be the

person designated and appointed to act on behalf of a party as provided in this Development Agreement. In the administration of this Agreement, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the Authorized Representative to the extent not in conflict with the terms of this Agreement.

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

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

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

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

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

2.13 Developer. 1943 Tyler, LLC, a Florida limited liability company, or its successors or assigns.

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

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

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

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

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

2.19 Florida Statutes. References to Florida Statutes herein are to Florida Statutes (2015), as same shall be amended from time to time.

2.20 Force Majeure. The following described events that for the purposes of Article 18.1 of this Agreement result in delays in any performance contemplated by and set forth in this Agreement: war, insurrection, terrorist activity, strikes, lockouts, riots, floods, earthquakes, fires, casualty, acts of public enemy, epidemic, quarantine restrictions or freight embargo, or any acts of God.

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

2.22 Project Improvement Cost. Costs for the Project that are eligible for reimbursement with Agency Funds as shown on Exhibit "D" up to a maximum of 20% of the total Project Improvement Costs for the Project or \$100,000, whichever is less, including the cost of material and labor for building and site improvements contemplated by this Agreement, development permitting cost and architectural and engineering design fees. The Developer has represented that the Project Improvement Cost is approximately \$ 694,080. An updated accounting of the Project Improvement Cost will be provided to the Agency in conjunction with Developer reimbursement request for Agency Funds

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

2.24 Plans and Specifications. Architectural, engineering and construction documents constituting the concept documents, preliminary plans and drawings, schematic design documents, design development documents and construction documents for the Project prepared by the Developer's Architect.

2.25 Project. Means the substantial renovation of the existing 5,329 square foot building on the approximately 10,794 square foot site at 725 Progresso Drive for office use by Moody Insurance Group.

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

2.27 Project Site. The property located at 725 Progresso Drive, Fort

Lauderdale, FL and more particularly described in Exhibit "A".

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

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

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

### ARTICLE 3 FINDINGS

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

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

See Exhibit "A" attached hereto  
and made a part hereof,  
and more generally known as:

725 Progresso Drive, Fort Lauderdale, FL.

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

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

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

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

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

#### ARTICLE 4 PROJECT SITE

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

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

4.3 The Developer covenants and agrees with the Agency that the Project Site shall only be used for an insurance office use for which Agency funding was provided for a period of five (5) years commencing on the Project Completion Date. The Developer further agrees that the building shall not be used for those non-permitted uses as provided in the ULDR and shall not be used for the following: (i) adult uses as such term is defined in Section 47-18.2 of the ULDR; (ii) tattoo parlors; or (iii) massage parlors (other than as an ancillary use to a health club or beauty salon or beauty space; or (iv) liquor store; or (v) convenience store or convenience kiosk as provided in the ULDR, during a five (5) year term commencing on Project Completion Date and will execute and submit at Closing a restrictive covenant to be recorded in the public records of Broward County evidencing these restrictions.

#### ARTICLE 5 PROJECT PLANS AND GOVERNMENTAL APPROVALS

##### 5.1 Site Plan.

(a) The Developer will submit the site plan to the City, if required by and in accordance with the Unified Land Development Regulations and will diligently continue the review process until the site plan is approved by the City. The site plan shall be in

substantial compliance with graphic representations of the Project by the Developer attached as Exhibit B.

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

5.3 Agency Assistance.

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

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

ARTICLE 6  
PROJECT FINANCING

6.1 Project Financing.

The Developer represents that in addition to Agency funds, it will fund the remainder of the Project through its own funds or through an additional project lender, Regent Bank. Developer shall promptly notify Agency of any changes to Developer's project lender. Developer shall within 5 days' notice from Developer's project 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 project lender that in the event of a default by the Developer under the financing of the Project by Developer's project lender that Developer's project 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.

## 6.2 Agency Funds-Forgivable Loan.

(a) Pursuant to the Agency's Program and the calculations submitted by the Developer and in consideration of the Developer developing the Project in accordance with the terms of this Agreement, the Agency agrees to loan to the Developer for the Project the lesser of an amount not to exceed \$100,000 or 20% of the total Project Improvement Cost.

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

2. Term of Repayment. Payment on the principal amount of the loan shall not be required so long as the property not sold, transferred or refinanced and is maintained as the Project and not in default, for a five (5) year period following the Completion Date. The loan will be forgiven 5 years after the Completion Date. Full repayment with interest will become due and payable upon sale, transfer or refinance of the Property during the five (5) year period or a default of the terms of this Agreement occurs. If no sale, transfer, refinance or other event of default occurs during the five (5) year period, the terms of this encumbrance shall be satisfied and the Developer shall be issued a Satisfaction of Mortgage executed by the Agency.

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

The total amount of Agency Funds shall be calculated prior to disbursement of Agency funds. In no event will the Agency Funds exceed the lesser of \$100,000 or 20% of the total Project Improvement Cost. No improvements being funded under any other CRA program is eligible for reimbursement.

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



covenant to be performed by the Developer.

The Developer shall have shown:

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

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

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

(4) A Construction Contract with the Contractor for construction of the Project, a copy of which shall have been delivered to and approved by the Agency.

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

(6) The Developer executes a mortgage in substantially the form attached as Exhibit "F" securing the Agency Loan in the total amount to be provided by the Agency as provided in this Agreement and Developer executes a note payable to Agency (with each disbursement) in substantially the form attached as Exhibit "G".

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

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

(9) Proof of all applicable insurance.

(d) It is understood and agreed that in the event that any of the conditions precedent provided in subsections (1) through (9) have not been met as provided on or before the Closing Date as set forth in the Project Schedule, then this Agreement may be terminated by Agency and be of no further force and effect.

(e) Security. Agency shall secure the loan for this agreement with a second mortgage on the Project Site. All applicable recording cost and taxes in connection with

the mortgage shall be paid by the Agency. Except for the first mortgage, Developer shall not allow Agency's interest in the Project Site to become subordinate to any other person or lender without written consent by the Agency after approval by the Agency's Board.

6.3 Closing. The Closing shall be the date on which all of the conditions precedent have been satisfied, the final loan amount has been calculated and the Developer shall have provided the proper documentation for the first disbursement of funds to occur in accordance with Article 9, at which time evidence of all requirements shall be submitted and confirmed by the parties in writing.

## ARTICLE 7 PROJECT CONSTRUCTION

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

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

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

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

## ARTICLE 8 ADDITIONAL FUNDS

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

sufficient funds are available to complete the Project.

## ARTICLE 9 DISBURSEMENTS

9.1 Procedures for Invoicing and Payment. During the development of the Project, Agency shall make disbursements for eligible expenses associated with the Project on a reimbursement basis as provided on Exhibit "D" and described as follows:

9.2 Agency Funds provided herein shall be disbursed to the Developer on a reimbursement basis with a maximum of two request from the Developer within 45 days of receipt of proper invoices from the Developer for material or services paid for by the Developer, with supporting documentation in the form of cancelled checks paid by the Developer (or other documentation showing proof of payment,) an updated accounting of Project Improvement Cost and all other documentation as required by the Agency, including release of all applicable liens (except the first mortgage). The first reimbursement may be requested when the Project is 50% completed. The second (final) reimbursement may be requested when the project is 100% complete. The final invoice for reimbursement must be accompanied by proof of inspections and signoffs by the Building Official for the Project, final releases by the Contractor customary to construction, releases of all liens (except for the first mortgage) and a Final Certificate of Occupancy.

## ARTICLE 10 MAINTENANCE, REPAIR AND REPLACEMENT, TAXES

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

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

10.3 Project Alterations or Improvements. Before the Completion Date, the Developer may, from time to time, make such alterations and improvements, structural or otherwise, to the Project as the Developer deems desirable and in accordance with

the Site and Project Plan and the Permits; provided, however, that prior to the commencement of any such alterations or improvements of sufficient size and scope as to require a Building Permit, the Developer shall submit its plans and specifications for such alterations or improvements to the Agency for review in accordance with the appropriate provisions of this Agreement and receive approvals thereof from the Agency, City or both as required by the Unified Land Development Regulations prior to undertaking such alterations and improvements.

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

10.5 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 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 11 INSURANCE

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

(a) During the Construction Period, the Developer, at its expense, shall keep all of the insurable buildings, property and equipment located on the Project Site insured under a Builder's Risk Insurance policy providing for "all risk property coverage" for loss or damage including the perils of fire, wind, flood, tropical storm or hurricane, theft, vandalism and malicious mischief. Such insurance shall be in a face amount not less than one hundred percent (100%) of the cost of construction of the Project, as set forth

in the Construction Contract, and the insurer shall be obligated to pay one hundred percent (100%) of the cost of restoring the improvements constructed, from time to time, during the Construction Period. Each insurance policy shall include the Agency and such project lenders as request it as insured, as the interest of each may appear, and shall provide for loss to be payable to Developer or, to the extent required under the Project Financing, the project lenders.

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

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

(d) After any Completion Date and during the term of this Agreement, the Developer shall secure and maintain, or cause to be secured and maintained, in full force and effect, commercial general liability insurance, in an amount not less than \$500,000 per occurrence, and including coverage for premises, completed operations, independent contractors, broad form property damage and personal injury from any and all claims for

damages for injury to persons or death, or for damage to any property of the Agency or the public which may arise out of the Developer's use and occupancy of the Project Site and the operation of the project on the Project Site. Developer may provide this insurance by adding the Agency and their agents and employees as an "additional insured" on any and all policies provided.

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

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

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

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

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

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

thereof by the Developer. The Agency shall notify the Developer in writing of the date, purposes, and amounts of any such payments made by it pursuant to this Article.

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

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

## ARTICLE 12 REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE DEVELOPER

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

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

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

(c) This Agreement and each of the Exhibits hereto constitute legal, valid and binding obligations of the Developer enforceable against the Developer in accordance with the terms thereof, except as such enforceability may be limited by applicable bankruptcy, insolvency or similar laws from time to time in effect which affect creditors' rights generally and subject to usual equitable principles in the event that equitable remedies are involved.

(d) There are no pending, or to the knowledge of the Developer, threatened actions or proceedings before any court or administrative agency against the Developer, or against any officer, employee, partner or shareholder of the Developer, which question the validity of this Agreement or any Exhibit hereto, or which are likely in any case, or in the aggregate, to materially adversely affect the consummation of the transactions contemplated hereunder or the financial condition of the Developer.

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

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

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

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

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

(2) construction of the Project;

(3) financing necessary to complete the Project;

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

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



thereto.

(c) The Developer shall use, or cause to be used, and operate or cause to be operated, the Project in accordance with this Agreement. All other principal or accessory uses are prohibited unless expressly permitted by the Agency pursuant to Developers request.

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

12.3 Developer Good Faith Efforts and Reporting: The Developer shall use Good Faith Efforts in hiring employees resulting from the Project from the Northwest-Progresso Flagler-Heights Community Redevelopment (NPF CRA) Area. Developer shall report to the Agency on or before one (1) year following the Project Completion Date on a form provided by the Authorized Representative, the number of permanent jobs created as a result of the Project and the number of employees hired as a result of the Project from the NPF CRA Area. The Developer shall also be required to submit to Agency annually, starting on the Project Completion Date and for the 5 years following the Project Completion Date, an affidavit affirming that there are no pending, or to the knowledge of the Developer, threatened actions or proceedings before any court or administrative agency against the Developer, or against any officer, employee, partner or shareholder of the Developer, which 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 or the Project; that all taxes due on the Project or Project Site have been paid; and that Developer is not in default with any other Project Lender.

### ARTICLE 13

#### REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE AGENCY

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

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

(b) This Agreement and each of the Exhibits have been duly authorized by all necessary action on the part of, and has been or will be duly executed and delivered by the Agency, and neither the execution and delivery of this Agreement nor the Agency's compliance with the terms and provisions of said Agreement (i) requires the approval

and consent of any other party, except such as have been duly obtained and certified copies thereof having been delivered to the Developer, or (ii) contravenes any existing law, judgment, governmental rule, regulation or order applicable to or binding on the Agency, or (iii) contravenes or results in any breach of, default under, or the creation of any lien or encumbrance upon any part of the Agency, under any indenture, mortgage, deed of trust, bond(s), note(s), loan or credit agreement, ordinance(s), resolution(s), interlocal agreement, regulation(s), code(s), or policy(ies), or any other agreement or instrument to which the Agency is a party.

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

(d) There are no pending or, to the knowledge of the Agency, threatened actions or proceedings before any court or administrative agency to which the Agency is a party questioning the validity of this Agreement or any document or action contemplated hereunder, or which are likely in any case or in the aggregate to materially adversely affect the consummation of the transactions contemplated hereunder or the financial condition of the Agency.

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

13.2 Covenants. In addition to covenants of the Agency set forth in this Agreement, the Agency covenants with the Developer that:

The Agency will not violate any laws, ordinances, rules, regulations, orders, contracts, or agreements that are or will be applicable thereto.

#### ARTICLE 14 DEFAULT; TERMINATION

##### 14.1 Default by the Developer.

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

(1) The Developer shall fail to perform or comply with any provision of this Agreement and such failure shall continue for more than thirty (30) days after the

Agency shall have given the Developer written notice of such failure.

(2) Developer fails to complete the Project by the date shown in the Project Schedule.

(3) The Developer is involved in legal proceedings such as (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.

(b) Upon the occurrence of an event described in Article 14.1(a) hereof, but subject to the rights of any project lender, the Agency may, at any time thereafter if such event of default has not been cured, at its election bring an action in a court of competent jurisdiction for specific performance by the Developer, or other injunctive relief including repayment of funds contributed by Agency, to the fullest extent permitted by law, or give a written notice of termination of this Agreement to the Developer, and on the date specified in such notice, this Agreement shall terminate and all rights of the Developer hereunder shall cease, unless before such date all other events of default by the Developer hereunder occurring or existing at the time shall have been cured.

#### 14.2 Default by the Agency; Remedies.

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

(b) Upon the occurrence of an event described in Article 14.1(a), but subject to the rights of any project lender, the Developer may, at any time thereafter, at its election either institute an action for specific performance of the Agency's obligations hereunder,

or other injunctive relief, to the fullest extent permitted by law, or give a written notice of termination of this Agreement to the Agency, and on the date specified in such notice, which shall be not less than forty-five (45) days, this Agreement shall terminate and all rights of the Agency hereunder shall cease and the Developer shall be released from any and all obligations hereunder, unless before such date sums payable to the Developer under this Agreement shall have been paid in which case Developer's obligations as to those funds shall continue under this Agreement unless the Developer reimburses the Agency.

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

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

## ARTICLE 15 FORCE MAJEURE

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

ARTICLE 16  
INDEMNIFICATION

16.1 Indemnification.

(a) 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.

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

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

ARTICLE 17  
MISCELLANEOUS

17.1 Notices.

(a) 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:

DEVELOPER: 1943 Tyler, LLC  
ATTN: Thomas Moody  
1939 Tyler Street  
Hollywood, Florida 33020

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

With a copy to: City Attorney's Office  
City of Fort Lauderdale  
100 North Andrews Avenue, 7<sup>th</sup> Floor  
Fort Lauderdale, FL 33301

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

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

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

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

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

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

17.7 Submission to Jurisdiction.

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

(b) If at any time during the term of this Agreement the Developer is not a resident of the State of Florida (including not being a corporation, partnership or other legal entity authorized to do business in the State of Florida) or has no officer, employee, agent, or general partner thereof available for service of process as a resident of the State of Florida, or if any assignee or successor thereof shall not be a resident of the State of Florida (including not being a corporation, partnership or other legal entity authorized to do business in the State of Florida) or shall have no officer, employee, agent, or general partner available for service of process in the State of Florida, the Developer hereby designates the Secretary of State of the State of Florida as its agent for the service of process in any court proceeding between it and the Agency arising out of or related to this Agreement, and such service shall be made as provided by the laws of the State of Florida for service upon a non-resident; provided, however, that at the time of service on the Secretary of State, a copy of the pleading, instrument, or other document served on the Secretary of State shall be mailed by prepaid, registered mail, return receipt requested, to the Developer (or its successors or assigns) at the address for notices as provided in this Article or such address as may have been provided as authorized in this Article.

17.8 Estoppel Certificates. The Developer or the Agency shall, from time to time, upon not less than twenty (20) days prior notice by any other party to this Agreement, execute, acknowledge and deliver to the other parties a statement in recordable form certifying that this Agreement is unmodified and in full force and effect (or if there has any modification that the same as so modified is in full force and effect and setting forth such modification), the dates to which any charges have been paid in advance, if any, and, to the knowledge of such party, that neither it nor any other party is then in default hereof, (or if a party is then in default hereof, stating the nature and details of such default) and certifying as to such other matters as are reasonably requested by the party requesting the statement in question. The Authorized Representative of the party is authorized to execute such statement on behalf of such

party. It is the intent of the parties hereto that any such statement delivered pursuant to this Article may be relied upon by the other parties hereto and current or prospective project lenders or any prospective purchaser, mortgagee, assignee of any mortgage or assignee of the respective interests in the Project, if any, of either party hereto. It is agreed that Developer shall pay Agency for the time and costs associated with the production of an estoppel letter and shall pay to Agency's estimated cost of producing the letter prior to Agency commencing the production of such letter.

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

17.10 Successors and Assigns.

(a) The Developer may not assign any or all of its rights, duties and obligations under this Agreement to any other person unless and until the Agency has approved such assignment. The Agency may assign this Agreement to the City or to any successor to the Agency at any time without any prior approval by the Developer.

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

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

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

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

17.14 Failure To Address Particular Matters. The failure of this Agreement to address a particular permit, condition, term, or restriction shall not relieve the Developer of the necessity of complying with the law governing said permitting requirements,



conditions, term or restriction.

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

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

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

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

17.19 Expiration of Agreement. Unless otherwise earlier terminated as provided herein, or by agreement of the parties, this Agreement shall expire 5 years following the Completion Date, except for those provisions hereof that specifically state they survive the such time period.

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

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

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

#### 17.23 Audit Right and Retention of Records

Agency shall have the right to audit the books, records, and accounts of Developer that are related to this Agreement. Developer shall keep, and such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement 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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]  
[SIGNATURE PAGES FOLLOW]

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

AGENCY:

WITNESSES:

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

Jeanette A. Johnson

Jeanette A. Johnson

[Witness print or type name]

Gina Rizzuti-Smith

Gina Rizzuti-Smith

[Witness print or type name]

By:

[Signature]  
Chairman

By:

[Signature]  
Executive Director

Attest:

[Signature]  
CRA Secretary

Approved as to form:

[Signature]  
CRA General Counsel

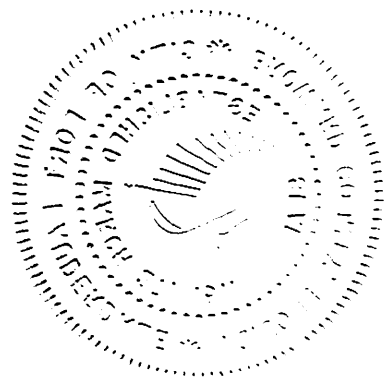


EXHIBIT D

Project Construction Pricing (see attached)



209 NE 13 Street, Fort Lauderdale, FL 33306 \* 954.324.3799  
Office 954.467.2888 \* Fax 954.524.3799 83324336172  
www.jmerico.com Va. CEC069145

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	\$8,500.00
Irrigation - property	\$1,500.00
Site Lighting	\$25,000.00
Landscape Architect	\$7,500.00
Supervision	\$5,000.00
<b>SUBTOTAL</b>	<b>\$138,500.00</b>
<b>10% Overhead</b>	<b>\$13,850.00</b>
<b>10% Profit</b>	<b>\$15,235.00</b>
<b>TOTAL</b>	<b>\$167,585.00</b>

**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

WITNESSES:

Kathy McFall  
KATHY MCFALL

[Witness print or type name]

Linda Ward  
LINDA WARD

[Witness print or type name]

1943 Tyler, LLC

Thomas Moody  
Title: Manager

Print Name: Thomas Moody

STATE OF FLORIDA:  
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this 9 day of February, 2015 by Thomas Moody as Manager of 1943 Tyler, LLC, on behalf of the company. He is personally known to me or has produced known as identification.

(SEAL)

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

Dorinda Jacobsen  
Name of Notary Typed,  
Printed or Stamped

My Commission Expires:

FF206986 3/5/19  
Commission Number





EXHIBIT "A"  
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**  
**PROPOSED SITE AND PROJECT PLAN**

400 Northeast Third Avenue  
FT. LAUDERDALE, FLORIDA 33301

7

— **1999** — **1998** — **1997** — **1996** — **1995** — **1994** — **1993** — **1992** — **1991** — **1990** — **1989** — **1988** — **1987** — **1986** — **1985** — **1984** — **1983** — **1982** — **1981** — **1980** — **1979** — **1978** — **1977** — **1976** — **1975** — **1974** — **1973** — **1972** — **1971** — **1970** — **1969** — **1968** — **1967** — **1966** — **1965** — **1964** — **1963** — **1962** — **1961** — **1960** — **1959** — **1958** — **1957** — **1956** — **1955** — **1954** — **1953** — **1952** — **1951** — **1950** — **1949** — **1948** — **1947** — **1946** — **1945** — **1944** — **1943** — **1942** — **1941** — **1940** — **1939** — **1938** — **1937** — **1936** — **1935** — **1934** — **1933** — **1932** — **1931** — **1930** — **1929** — **1928** — **1927** — **1926** — **1925** — **1924** — **1923** — **1922** — **1921** — **1920** — **1919** — **1918** — **1917** — **1916** — **1915** — **1914** — **1913** — **1912** — **1911** — **1910** — **1909** — **1908** — **1907** — **1906** — **1905** — **1904** — **1903** — **1902** — **1901** — **1900** — **1899** — **1898** — **1897** — **1896** — **1895** — **1894** — **1893** — **1892** — **1891** — **1890** — **1889** — **1888** — **1887** — **1886** — **1885** — **1884** — **1883** — **1882** — **1881** — **1880** — **1879** — **1878** — **1877** — **1876** — **1875** — **1874** — **1873** — **1872** — **1871** — **1870** — **1869** — **1868** — **1867** — **1866** — **1865** — **1864** — **1863** — **1862** — **1861** — **1860** — **1859** — **1858** — **1857** — **1856** — **1855** — **1854** — **1853** — **1852** — **1851** — **1850** — **1849** — **1848** — **1847** — **1846** — **1845** — **1844** — **1843** — **1842** — **1841** — **1840** — **1839** — **1838** — **1837** — **1836** — **1835** — **1834** — **1833** — **1832** — **1831** — **1830** — **1829** — **1828** — **1827** — **1826** — **1825** — **1824** — **1823** — **1822** — **1821** — **1820** — **1819** — **1818** — **1817** — **1816** — **1815** — **1814** — **1813** — **1812** — **1811** — **1810** — **1809** — **1808** — **1807** — **1806** — **1805** — **1804** — **1803** — **1802** — **1801** — **1800** — **1799** — **1798** — **1797** — **1796** — **1795** — **1794** — **1793** — **1792** — **1791** — **1790** — **1789** — **1788** — **1787** — **1786** — **1785** — **1784** — **1783** — **1782** — **1781** — **1780** — **1779** — **1778** — **1777** — **1776** — **1775** — **1774** — **1773** — **1772** — **1771** — **1770** — **1769** — **1768** — **1767** — **1766** — **1765** — **1764** — **1763** — **1762** — **1761** — **1760** — **1759** — **1758** — **1757** — **1756** — **1755** — **1754** — **1753** — **1752** — **1751** — **1750** — **1749** — **1748** — **1747** — **1746** — **1745** — **1744** — **1743** — **1742** — **1741** — **1740** — **1739** — **1738** — **1737** — **1736** — **1735** — **1734** — **1733** — **1732** — **1731** — **1730** — **1729** — **1728** — **1727** — **1726** — **1725** — **1724** — **1723** — **1722** — **1721** — **1720** — **1719** — **1718** — **1717** — **1716** — **1715** — **1714** — **1713** — **1712** — **1711** — **1710** — **1709** — **1708** — **1707** — **1706** — **1705** — **1704** — **1703** — **1702** — **1701** — **1700** — **1699** — **1698** — **1697** — **1696** — **1695** — **1694** — **1693** — **1692** — **1691** — **1690** — **1689** — **1688** — **1687** — **1686** — **1685** — **1684** — **1683** — **1682** — **1681** — **1680** — **1679** — **1678** — **1677** — **1676** — **1675** — **1674** — **1673** — **1672** — **1671** — **1670** — **1669** — **1668** — **1667** — **1666** — **1665** — **1664** — **1663** — **1662** — **1661** — **1660** — **1659** — **1658** — **1657** — **1656** — **1655** — **1654** — **1653** — **1652** — **1651** — **1650** — **1649** — **1648** — **1647** — **1646** — **1645** — **1644** — **1643** — **1642** — **1641** — **1640** — **1639** — **1638** — **1637** — **1636** — **1635** — **1634** — **1633** — **1632** — **1631** — **1630** — **1629** — **1628** — <

Block 287, and all of Block 287, 1/2  
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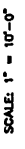
CITY OF FORT LAUDERDALE,  
BROWARD COUNTY, FLORIDA

reby corrlly (lnd lth survey mndls (l

Dated at Foll Landerdale, Florida this 6<sup>th</sup> day of  
March, 2002.

LABOR CONTRACTING AND TRADE UNION MOVEMENT

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THESE ARE THE ONLY TWO CASES OF THIS TYPE IN THE HISTORY OF THE UNITED STATES. THE FIRST CASE WAS THAT OF THE "MAD DOG" OF CHICAGO, WHICH WAS KILLED BY A POLICE OFFICER IN 1904. THE SECOND CASE WAS THAT OF THE "MAD DOG" OF NEW YORK, WHICH WAS KILLED BY A POLICE OFFICER IN 1905. THE FIRST CASE WAS THAT OF THE "MAD DOG" OF CHICAGO, WHICH WAS KILLED BY A POLICE OFFICER IN 1904. THE SECOND CASE WAS THAT OF THE "MAD DOG" OF NEW YORK, WHICH WAS KILLED BY A POLICE OFFICER IN 1905.

LANDSCAPE NOTES:

15' ALLEY

127.50'

1 STORY C.B.S. BUILDING

FRAME & STUCCO

TIME CLOCK

EXISTING ASPHALT PARKING

EXISTING ASPHALT DRIVE

EXISTING ASPHALT PARKING

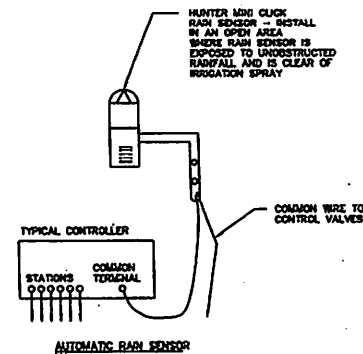
PROGRESS DRIVE

SPRINKLER NOTES:

1. IT SHALL BE THE RESPONSIBILITY OF THE SPRINKLER CONTRACTOR TO VERIFY THE LOCATION OF ALL EXISTING SPRINKLER HEADS AND VALVES.
2. ALL EXISTING SPRINKLER HEADS SHALL BE REMOVED AND REPLACED WITH NEW SPRINKLER HEADS.
3. SPRINKLER CONTRACTOR SHALL SUPPLY AND INSTALL ALL SPRINKLER HEADS AND VALVES.
4. ALL SLEEVES AND PARTS TO BE PROVIDED BY THE SPRINKLER CONTRACTOR.
5. SPRINKLER HEADS TO BE INSTALLED ON PLANS, SEE SCHEDULE ABOVE.
6. SPRINKLER HEADS MAY BE SUBSTITUTED.
7. IT SHALL BE THE RESPONSIBILITY OF THE SPRINKLER CONTRACTOR TO VERIFY THE LOCATION OF ALL EXISTING SPRINKLER HEADS AND VALVES.
8. SPRINKLER CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING 100% COVERAGE BY 100% OF THE SPRINKLER HEADS.
9. SEE SHEET 10-2 FOR ADDITIONAL NOTES.
10. PARALLEL LINES MAY BE INSTALLED WITHIN THE SPRINKLER HEADS.
11. ALL PIPE, INCLUDING VALVES AND SLEEVES.

IRRIGATION PLAN

SCALE: 1" = 10'-0"

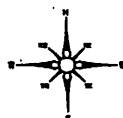


SPRINKLER HEAD KEY		
SYMBOL	TYPE	AREA
• ■	TORN, OR EQUAL, 5702-12P (12" POP-UP) SPRINKLER HEAD WITH NOZZLE SIZES AS SPECIFIED ON PLAN, NPS PLUS NOZZLES	SHRUBS & GROUND COVER
○ □	TORN, OR EQUAL, 300 SERIES FLOOD BRISER	TREES/PALMS
○ ●	TORN, OR EQUAL, 5702-8P (8" POP-UP) SPRINKLER HEAD WITH NOZZLE SIZES AS SPECIFIED ON PLAN, NPS PLUS NOZZLES	Turf

ELECTRIC VALVE SCHEDULE				
SYMBOL	SIZE	MANUFACTURER	G.P.M.	AREA
①	1 1/2	HARVEY ULTE-FLG. 700 SERIES	21.0	SHRUBS & GROUND COVER
②	1 1/2	HARVEY ULTE-FLG. 700 SERIES	23.0	TURF
③	1 1/2	HARVEY ULTE-FLG. 700 SERIES	13.0	BUSSELER HEADS

**SPRINKLER NOTES:**

1. IT SHALL BE THE RESPONSIBILITY OF THE SPRINKLER CONTRACTOR TO LOCATE ALL UNDERGROUND UTILITIES PRIOR TO BEGINNING WORK. ALL EXISTING WIRING FROM THIS CLOCK TO EXISTING VALVES TO BE INSTALLED IN STANDARD GREY PVC CONDUIT. THIS CLOUN TO BE INSTALLED IN THE SAME MANNER AS THE EXISTING CLOUN. THE SPRINKLER CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES.
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**IRRIGATION PLAN**  
**SCALE: 1" = 10'-0"**

ATTORNEYS AT LAW  
DONALD FAY, A.S.L.A.  
ED. NO. 646  
MAY 1964

**MICHAEL FAY: LANDSCAPE ARCHITECT**  
REG.# S40  
420 N.W. 7th ST., DELRAY BCH., FL., 33444  
PH. 561-306-4003

**SECRET**

DATE: 4-21-15  
SEARCHED: [ ]  
SERIAL: [ ]  
FILED: [ ]  
FBI - [ ]

**PROJECT:**  
**MOODY BLDG.**  
725 PROGRESSO DR.  
FT. LAUDERDALE, FLORIDA

SHEET NO.  
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OF 2  
DRAWING FILE NO.

**48 HOURS BEFORE DROPPING**  
**SHIPPING • FULL STOCK • SUPER SALES •**  
**IN STOCK • URGENT COUNCIL**  
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**1-800-432-4770**  
**FOR SHIPMENTS, ORDER**  
**REPLENISHMENT AND LOCATION**

**FOR INFORMATION CONTACT**  
**THE NATIONAL CHIEF OF**  
**CRIMINAL JUSTICE**

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PROFESSIONAL OFFICE RENOVATION  
MOODY INSURANCE HEADQUARTERS  
721 PROGRESS DRIVE  
FT. LAUDERDALE, FLORIDA 33304

Project Name  
721 PROGRESS DRIVE  
FT. LAUDERDALE, FLORIDA 33304

# MOODY INSURANCE HEADQUARTERS PROFESSIONAL OFFICE RENOVATION

Client	Moody Insurance
Architect	H. S. Architects
Engineer	H. S. Engineers
Interior Designer	H. S. Interiors
Contractor	H. S. Construction
Owner	Moody Insurance
Project Manager	H. S. Project Management
Construction Manager	H. S. Construction Management
General Contractor	H. S. General Contracting
Subcontractors	H. S. Subcontractors
Materials Supplier	H. S. Materials Supply
Equipment Supplier	H. S. Equipment Supply
Site Preparation	H. S. Site Preparation
Foundation	H. S. Foundation
Structural Steel	H. S. Structural Steel
Concrete	H. S. Concrete
Masonry	H. S. Masonry
Roofing	H. S. Roofing
Exterior Finishes	H. S. Exterior Finishes
Interior Finishes	H. S. Interior Finishes
Paint	H. S. Painting
Electrical	H. S. Electrical
Plumbing	H. S. Plumbing
HVAC	H. S. HVAC
Fire Protection	H. S. Fire Protection
Security	H. S. Security
Accessibility	H. S. Accessibility
Energy Efficiency	H. S. Energy Efficiency
Commissioning	H. S. Commissioning
Occupancy	H. S. Occupancy



721 PROGRESS DRIVE  
FT. LAUDERDALE, FLORIDA 33304

MOODY INSURANCE HEADQUARTERS  
PROFESSIONAL OFFICE RENOVATION

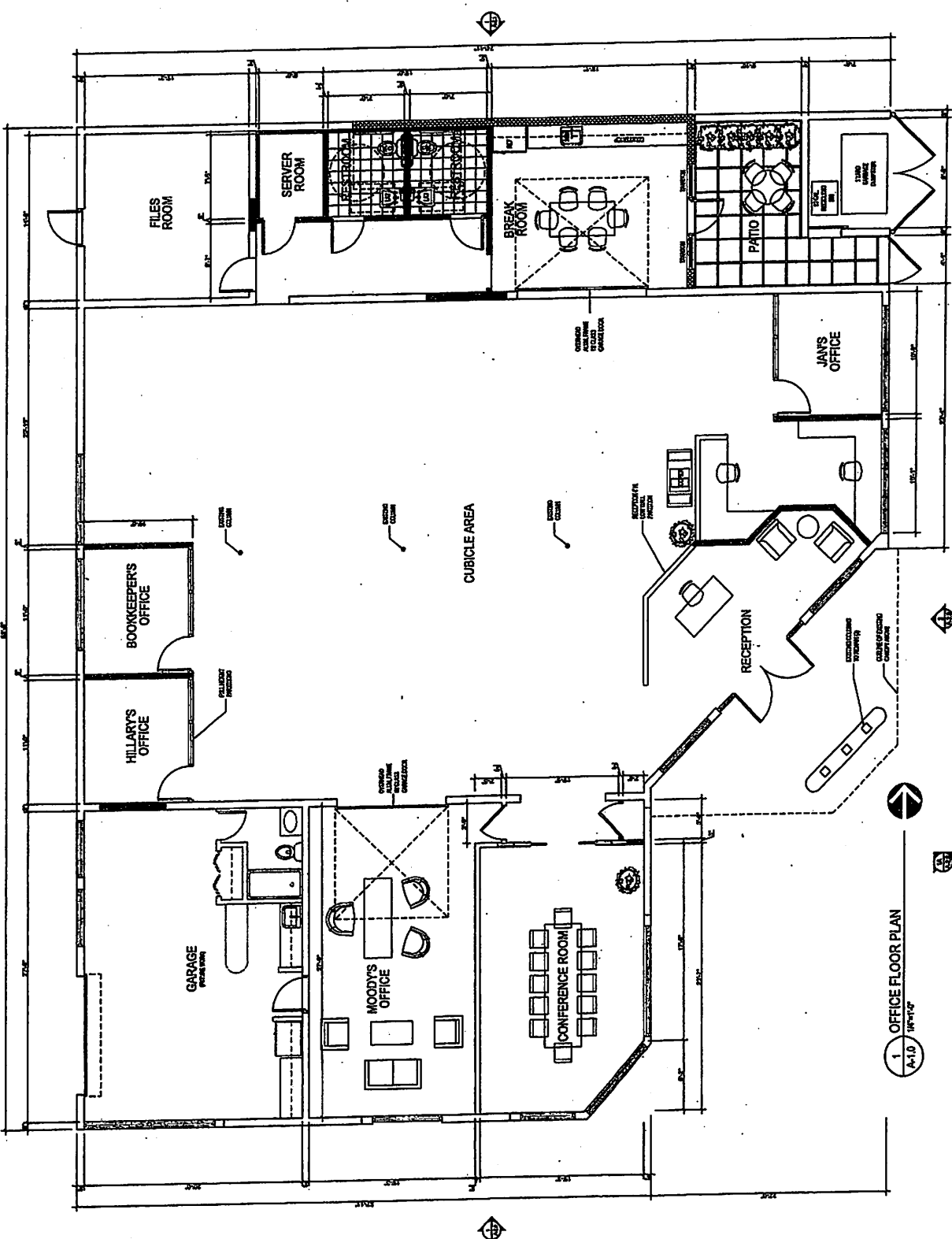
721 PROGRESS DRIVE  
FT. LAUDERDALE, FLORIDA 33304

MOODY INSURANCE HEADQUARTERS  
PROFESSIONAL OFFICE RENOVATION

721 PROGRESS DRIVE  
FT. LAUDERDALE, FLORIDA 33304

MOODY INSURANCE HEADQUARTERS  
PROFESSIONAL OFFICE RENOVATION

721 PROGRESS DRIVE  
FT. LAUDERDALE, FLORIDA 33304



1 OFFICE FLOOR PLAN  
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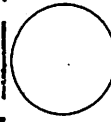




**MOODY INSURANCE HEADQUARTERS**  
PROFESSIONAL OFFICE RENOVATION

721 PROGRESSO DRIVE  
FT. LAUDERDALE, FLORIDA 33304

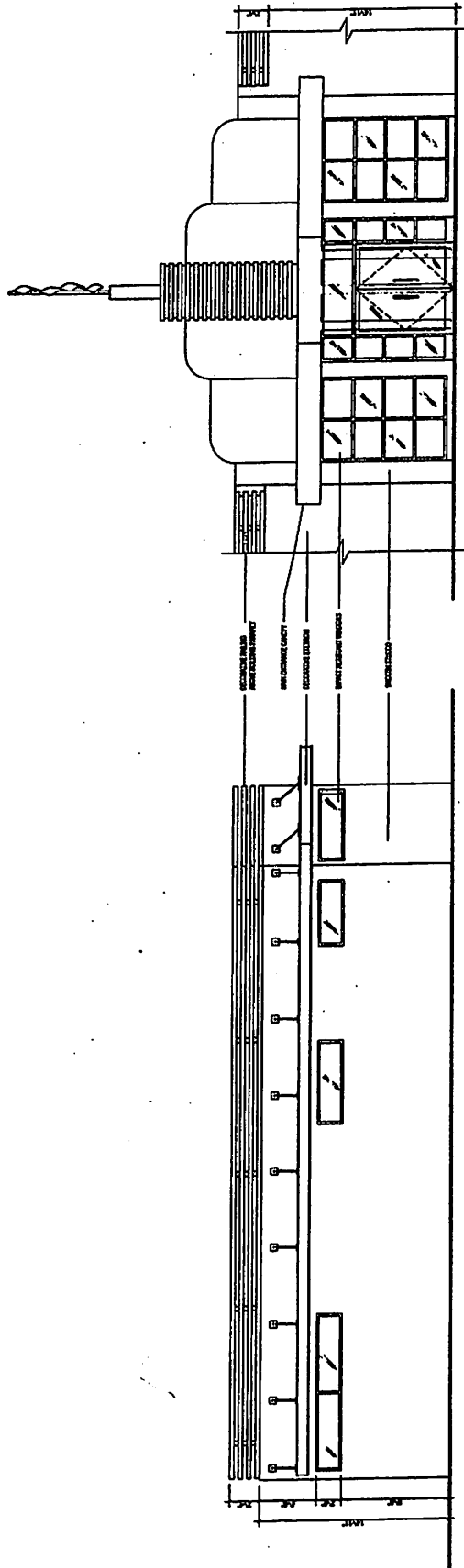
Project Name	MOODY INSURANCE HEADQUARTERS
Client	MOODY INSURANCE
Architect	F&S ENGINEERING, INC.
Engineer	F&S ENGINEERING, INC.
Contract No.	
Scale	AS SHOWN
Sheet No.	A-2.0
Revision	
Drawn By	
Checked By	
Approved By	
Date	



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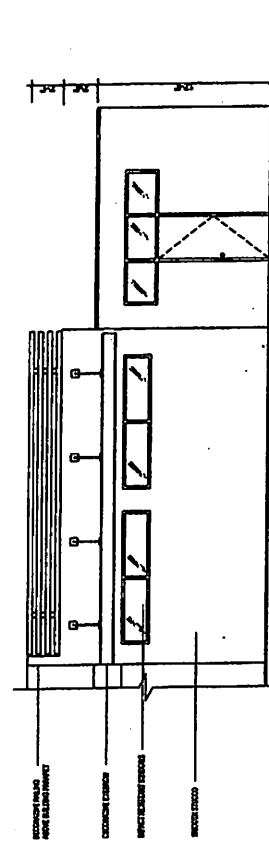
Sheet Title  
**SOUTH, FRONT & EAST ELEVATIONS**  
Sheet

**A-2.0**



1 SOUTH ELEVATION  
A-2.0 1/4"=1'-0"

1A MAIN ENTRANCE ELEVATION  
A-2.0 1/4"=1'-0"



2 EAST ELEVATION  
A-2.0 1/4"=1'-0"

**FRONT ENTRY HEADED WEST ON PROGRESSO**

N.T.S.

SHEET

A-2

**MOODY OFFICE BUILDING**

PROPOSED RENOVATIONS FOR

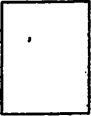
781 PROGRESSO DRIVE FORT LAUDERDALE, FLORIDA 33304

CUSTOM CONSTRUCTION

PORT LAUDERDALE, FLORIDA

2012

ARCHITECT  
MOODY  
ARCHITECTS





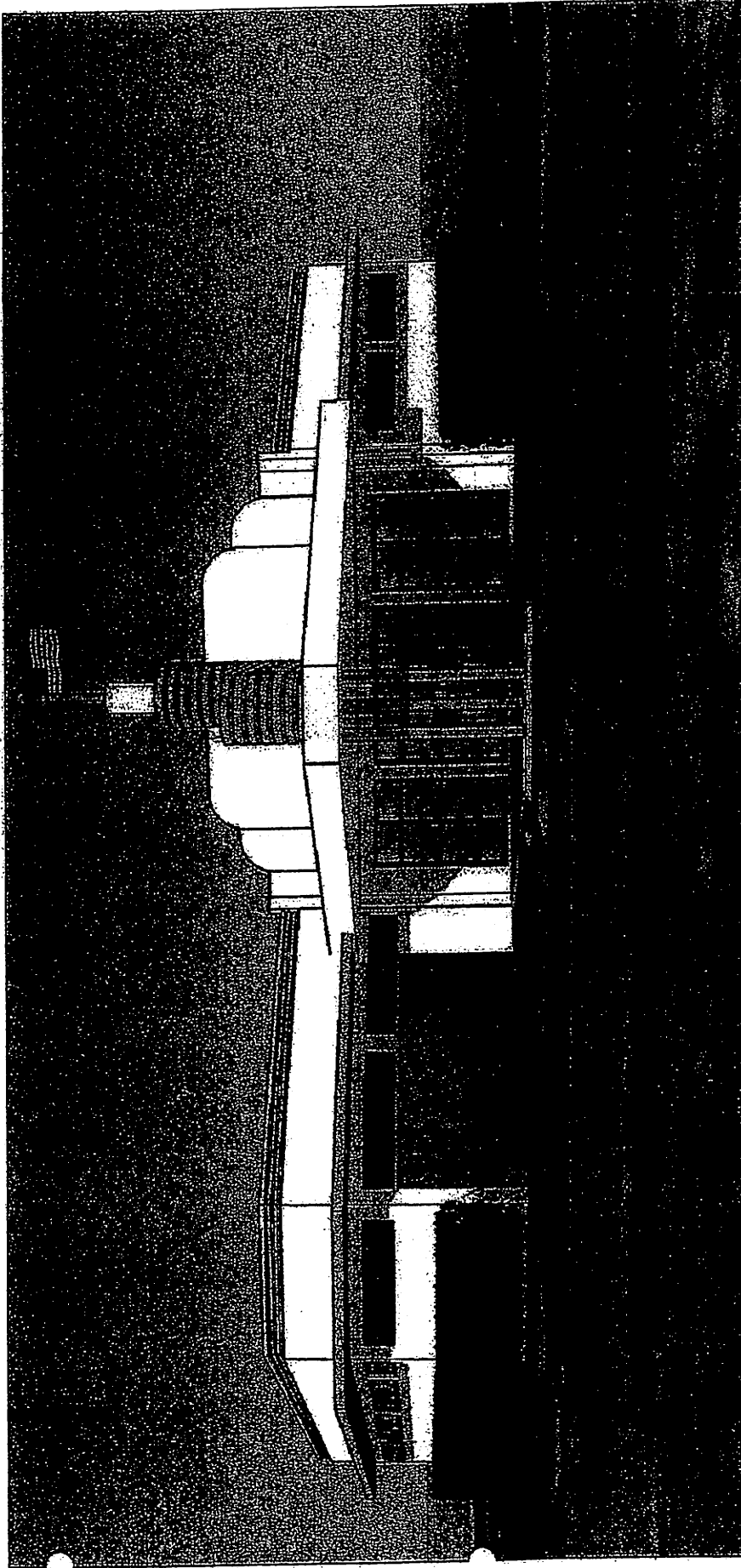
MOODY  
ARCHITECTS  
FORT LAUDERDALE, FLORIDA  
33304

PROPOSED RENOVATIONS FOR:  
MOODY OFFICE BUILDING  
721 PROGRESSO DRIVE  
FORT LAUDERDALE, FLORIDA 33304



PROPOSED RENOVATIONS FOR:  
MOODY OFFICE BUILDING  
721 PROGRESSO DRIVE  
FORT LAUDERDALE, FLORIDA 33304

SHEET  
A-3



VIEW FROM TRAIN  
NTS.

**EXHIBIT "C"**  
**PROJECT SCHEDULE**

Effective Date of Agreement	Full execution of the Agreement
Developer Obtains all government approvals and permits	Within Sixty (60) days from the Effective Date of the Agreement
Commencement Date	Within Ninety (90) days of the Effective Date
Completion Date: Building permit has been inspected and passed by Building Official and building received Certificate of Occupancy	Within 180 Days after Commencement Date
Closing Date	Date on which all conditions precedent in Agreement are satisfied, the final loan amount has been calculated, proper documentation for first disbursement has been submitted and the parties confirm in writing that evidence of all requirements have been submitted.
Developer Request 100% Completion Reimbursement Request	Within 90 days of Completion Date

EXHIBIT D  
BUDGET – PROJECTED AGENCY FUNDING

Complete renovation of the existing building and site including but not limited to new glass store front entrance with an Art deco style façade, architectural railings and awnings, exterior stucco and paint, accent lighting, increased insulation of the roof deck, plumbing, mechanical and electrical upgrades, new signage, refurbished Purvis Young mural, fully renovated interior office space to accommodate 20-25 employees with state of the art conference room, new handicapped restrooms, energy efficient HVAC systems, and fully equipped galley area suitable for hosting events, new unbroken sidewalks along the 187 foot frontage of Progresso Drive with freshly striped and paved parking areas, newly paved ingress/egress aprons along Progresso Drive, complete new landscape plan with native plants, new irrigation system, new low consumption LED lighting for both interior and exterior and tinted impact rated windows.

\$694,080 (estimate)

Maximum Agency Funding: Lesser of 20% of the actual project Improvements Cost or \$100,000.

EXHIBIT E  
RESTRICTIVE COVENANT

**PREPARED BY AND RETURN TO:**

DJ Williams-Persad  
City Attorney's Office  
City of Fort Lauderdale  
100 North Andrews Avenue  
Fort Lauderdale, Florida 33301

**DECLARATION OF RESTRICTIVE COVENANTS**

THIS INDENTURE is made this 21<sup>st</sup> day of March, 2016.

WHEREAS, in furtherance of the Plan (defined herein), and pursuant to duly convened public meetings, a certain Fort Lauderdale Community Redevelopment Agency Property and Business Investment Improvement Program Agreement dated March, 2016 (the "Agreement") was executed between Fort Lauderdale Community Redevelopment Agency, a community redevelopment agency created pursuant to Chapter 183, Part III, Florida Statutes ("Agency") and 1943 Tyler, LLC ("Developer") such Agreement being on file with the City Clerk of the City of Fort Lauderdale, Florida, 100 North Andrews Avenue, Fort Lauderdale, Florida, and such Agreement being in connection with development and use of the Property described in Exhibit "A" owned by Developer; and

WHEREAS, the parties entered into that Fort Lauderdale Community Redevelopment Agency Façade Program Participation Agreement dated \_\_\_\_\_, 201\_. (the "Façade Agreement").

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

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

WHEREAS, the Property is located within the CRA Area which has conditions of slum and blight as those conditions are defined in the Constitution of the State of

Florida, Section 163.01, Florida Statutes, Chapter 166, Florida Statutes and other applicable provisions of law and ordinances and Resolutions of the City of Fort Lauderdale and Agency implementing the Community Redevelopment Act; and

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

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

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

2. Restrictions On Use; Declaration of Restrictive Covenants The Developer covenants and agrees with the Agency that the Project Site shall only be used for an insurance agency for which Agency funding was provided for a period of five (5) years commencing on the Project Completion Date. The Developer further agrees that the building shall not be used for those non-permitted uses as provided in the ULDR and shall not be used for the following: (i) adult uses as such term is defined in Section 47-18.2 of the ULDR; (ii) tattoo parlors; or (iii) massage parlors (other than as an ancillary use to a health club or beauty salon or beauty space); or (iv) liquor store; or (v) convenience store or convenience kiosk as provided in the ULDR, during a five (5) year term commencing on Project Completion Date.

3. Restrictions on Sale of Property The Developer agrees that as provided in the Façade Program, the Property shall not be sold within two (2) years of receipt of the Final Payment as defined in the Façade Agreement. In the event the Property is sold within one (1) year of the date of receipt of the Final Payment as described in Paragraph 2 (D) of the Façade Agreement, the Developer shall repay one hundred percent (100%) of the funds paid by the Agency for the Improvements. In the event the Property is sold within two (2) years of the receipt of the Final Payment, the Developer shall pay the Agency fifty percent (50%) of the funds paid by the Agency for the Improvements. The Developer shall notify the Agency within 5 days of the Property

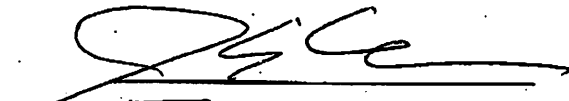
being sold. Payment shall be made within thirty (30) days of the date a conveyance document is recorded in the public records of Broward County and shall carry the maximum legal interest beginning on the 30th day after the conveyance is recorded until paid.

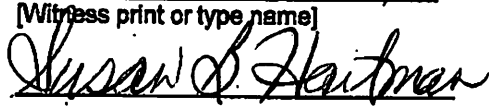
(SIGNATURE PAGE TO FOLLOW)



IN WITNESS WHEREOF, Developer, 1943 Tyler, LLC, a Florida limited liability company has executed this instrument this 21 day of March, 2016.

WITNESSES:

  
Jason S. Crush  
[Witness print or type name]

  
SUSAN B. HARTMAN  
[Witness print or type name]

DEVELOPER:

1943 Tyler, LLC, a Florida limited liability company

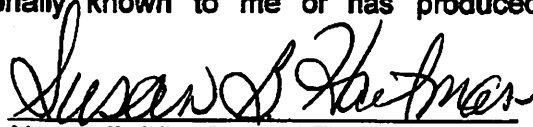
By: 

Thomas Moody, Manager

STATE OF FLORIDA:  
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this March 21, 2016, by Thomas Moody as Manager of 1943 Tyler, LLC, on behalf of the company. He is personally known to me or has produced Driver Lic. 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



SUSAN B. HARTMAN  
MY COMMISSION # FF 188031  
EXPIRES: February 7, 2019  
Bonded Thru Budget Notary Services

**EXHIBIT "A"**

**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 F  
MORTGAGE

PREPARED BY:  
DJ Williams-Persad  
City Attorney's Office  
100 N. Andrews Avenue  
Fort Lauderdale, FL 33301

**MORTGAGE**

THIS MORTGAGE, entered into this 21<sup>st</sup> day of March, 2016, between 1943 Tyler, LLC, a Florida limited liability company, whose address is 1939 Tyler Street, Hollywood, Florida 33020 hereinafter called the "Mortgagor", and the Fort Lauderdale Community Redevelopment Agency, a Community Redevelopment Agency created pursuant to Chapter 163, Part III, Florida Statutes, with an address of 100 North Andrews Avenue, Fort Lauderdale, Florida 33301, hereinafter called the "Mortgagee".

WITNESSETH: That to secure the payment of an indebtedness in the principal amount of One Hundred Thousand and No/100 Dollars (\$100,000.00) with interest if any, thereon, which shall be payable in accordance with a certain Promissory Note (s), hereinafter called "Note", bearing even date herewith or dated thereafter and all other indebtedness which the Mortgagor is obligated to pay to the Mortgagee pursuant to the provisions of the Note(s) and this Mortgage, the Mortgagor hereby grants, convey, encumbers and mortgages to the Mortgagee the real property situated in Broward County, Florida, described as follows:

**SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF**

together with the buildings and improvements situated upon said properties; as security for the payment of the Note(s) and all future advances made by Mortgagee to Mortgagor in accordance with the Fort Lauderdale Community Redevelopment Agency Property and Business Investment Improvement Program Agreement dated March, 2016 entered into by Mortgagor and Mortgagee (the "Agreement").

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

And the said Mortgagor does further agree as follows:

1. To make promptly all payments required by the above described Note and this Mortgage as such payments become due.
2. To pay promptly when due all taxes, assessments, liens, and encumbrances on said property.
3. To keep the improvements now existing or hereafter erected on the mortgaged property insured as required in the Agreement and as may be required from time to time by the Mortgagee against loss by fire and other hazards, casualties, and contingencies in such amounts and for such periods as may be required by Mortgagee, and will pay promptly, when due, any premiums on such insurance for payment of which provision has not been made hereinbefore. All insurance shall be carried in companies approved by Mortgagee and the policies and renewals thereof shall be held by Mortgagee and have attached thereto loss payable clauses in favor of in a form acceptable to the Mortgagee. In event of loss, Mortgagor shall give immediate notice by mail to Mortgagee, and Mortgagee may make proof of loss if not made promptly by Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Mortgagee instead of to Mortgagor and Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by Mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this Mortgage or other transfer of title to the mortgaged property in extinguishment of the indebtedness secured hereby, all right, title and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee.
4. To permit, commit, or suffer no waste or impairment of the mortgaged property.

5. To pay all expenses reasonably incurred by the Mortgagee because of failure of the Mortgagor to comply with the obligations in the Agreement, the Note(s) or this Mortgage, including reasonable attorneys' fees.

6. If the buildings are not kept insured as provided, or if the Mortgagor defaults in any of the other covenants, stipulations or agreements contained herein or in the Agreement, the Mortgagee, without waiting or affecting the option to foreclose, may pay any and all such payments or obligations, may insure the buildings, or may otherwise perform any of the covenants or agreements on behalf of the Mortgagor, and any and all such sums or expenses paid or incurred, with interest thereon from the date of payment at the rate of interest prescribed in the Note secured by this Mortgage, shall also be secured by this Mortgage.

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

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

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

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

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

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

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

14. The Mortgagee acknowledges and agrees that the Mortgagor has executed a promissory note with an institutional lender(s) to be secured by a mortgage encumbering the Property (the "First Mortgage"). Mortgagee further acknowledges and agrees that this Mortgage and the Note(s) in favor of the Mortgagee shall be subject to and at all times subordinate to the First Mortgage.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]  
[SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, this Mortgage has been duly signed and sealed by the Mortgagor on or as of the day and year first above written.

WITNESSES:

[Signature]  
Jason S. Cough  
[Witness-print or type name]  
Susan B. Hartman  
[Witness-print or type name]

MORTGAGOR:

1943 Tyler, LLC, a Florida Limited liability company

[Signature]  
Print Name Tom Moody

Address 1939 Tyler St.  
Hollywood FL 33020

STATE OF FL:  
COUNTY OF Broward:

The foregoing instrument was acknowledged before me this 21 day of March, 2016 by Thomas Moody as Manager of 1943 Tyler, LLC, a Florida limited liability company, on behalf of the company. He/She is personally known to me or has produced FL DRIV LIC as identification.

(SEAL)

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



SUSAN B. HARTMAN  
MY COMMISSION # FF 168031  
EXPIRES: February 7, 2019  
Bonded Thru Budget Notary Services

Name of Notary Typed,  
Printed or Stamped

My Commission Expires:

Commission Number

**EXHIBIT "A"**  
**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 G  
NOTE

**THIS INSTRUMENT PREPARED BY:**

DJ Williams-Persad  
City Attorney's Office  
City of Fort Lauderdale  
100 N. Andrews Avenue  
Fort Lauderdale, FL 33301

\$100,000.00

Fort Lauderdale, Florida  
March 21, 2016

**PROMISSORY NOTE**

FOR VALUE RECEIVED, the undersigned 1943 Tyler, LLC, a Florida limited liability company (the "Maker") promises to pay to the order of the FORT LAUDERDALE COMMUNITY REDEVELOPMENT AGENCY, a Community Redevelopment Agency created pursuant to Chapter 163, Part III, Florida Statutes ( the "Agency") or its successors in interest, the principal amount of One Hundred Thousand and No/100 Dollars (\$100,000.00) or so much as shall be advanced under this Note.

- I. **TERM:** The term of this loan is five (5) years from Completion Date as contemplated in the Fort Lauderdale Community Redevelopment Agency Property and Business Investment Improvement Program Agreement between Maker and Agency dated \_\_\_\_\_, 2016 (the "Agreement") such Agreement being on file with the City Clerk of the City of Fort Lauderdale, Florida, 100 North Andrews Avenue, Fort Lauderdale, Florida.
- II. **INTEREST RATE:** The interest rate on the principal amount of the loan shall be zero percent (0%) per annum, except in any event of default under this Note, the Mortgage (as hereinafter defined) or the Agreement in which case the maximum legal interest rate shall be applied to the principal amount due and owing commencing thirty (30) days after the date of an event of default.
- III. **PAYMENT:** Payment on the principal amount of the loan shall not be required so long as the property is not sold, transferred or refinanced for a five (5) year period following the Completion Date and the property continues to be used for the Project as contemplated by the Agreement for a five (5) year period following

the Completion Date and the Developer is not in default of any provision of the Agreement. After 5 years from the Completion Date, the principal balance due shall be reduced to zero provided Maker has complied with all the terms of the Agreement and is not in default. Payment of the entire principal amount, plus the maximum interest rate allowable by applicable law is due immediately: (1) upon the sale, transfer or refinance of the property legally described in the Mortgage within five (5) years from the Completion Date; or (2) should there be any uncured event of default as described in this Note, the Mortgage, or the Agreement within five (5) years from the Completion Date.

Payment of the principal amount and all interest on this Note shall be made in lawful money of the United States paid at:

Fort Lauderdale Community Redevelopment Agency  
100 North Andrews Avenue  
Fort Lauderdale, FL 33301

or such other place as shall be designated by the holder of this Note in writing.

- IV. **SECURITY:** This Note is secured by a Mortgage on real estate by Maker in favor of Agency dated March 21, 2016 duly filed in the public records of Broward County, Florida (the "Mortgage"). The Agency agrees to look solely to the real estate described in the Mortgage as security for this Note in part or in full, at any time to satisfy the debt established by this Note.
- V. **WAIVER:** The Maker of this Note further agrees to waive demand, notice of non-payment and protest, and to the extent authorized by law, any and all exemption rights which otherwise would apply to the debt evidenced by this Note. In the event suit shall be brought for the collection hereof, or the same has to be collected upon demand of an attorney, the Maker agrees to pay all costs of such collection, including reasonable attorney's fees and court costs at the trial and appellate levels.

Failure of the Agency to exercise any of its rights hereunder shall not constitute a waiver of the right of Agency to exercise the same.

- VI. **GOVERNING LAW:** This note is to be construed and enforced according to the laws of the State of Florida.

Maker:

1943 Tyler, LLC

By:

Print Name: Thomas Moody

Title: Manager

*Susan B. Hartman*  
NOTARY PUBLIC



SUSAN B. HARTMAN  
MY COMMISSION # FF 188031  
EXPIRES: February 7, 2019  
Bonded Thru Budget Notary Services