

DEVELOPMENT AGREEMENT

limited liability company THIS DEVELOPMENT AGREEMENT (this "Development Agreement"), dated LLC August 31, 2018, is made by and amongst Tavistock Development Company, a Florida corporation, its successors and assigns, (the "Developer"), Pier 66 Ventures, LLC, a Florida limited liability company ("Pier 66 Hotel"), Pier 66 Parking, LLC, a Florida limited liability company ("Pier 66 Parking"), Sails Ventures, LLC, a Florida limited liability company ("Sails"); and collectively with Pier 66 Hotel and Pier 66 Parking, the "TS Entities"; and each individually, a "TS Entity"; and the Developer and the TS Entities and their respective successors and assigns are collectively referred to herein as the "Developer Parties", and the City of Fort Lauderdale, Florida, a Florida municipal corporation, (the "City"). The Developer Parties and the City are collectively the "Parties" and each individually is a "Party."

Background:

A. The Developer hereby represents and warrant this it is the owner of the TS Entities and through the TS Entities controls the "Pier 66 Parcel" consisting of (i) the land described in the attached Exhibit A-1 ("Pier 66 North") owned by Pier 66 Hotel, (ii) the land described in the attached Exhibit A-2 ("Pier 66 Parking Parcel") owned by Pier 66 Parking, and (iii) the land described in the attached Exhibit A-3 (the "NAP Pier 66 Parcel"; and collectively with the Pier 66 Parking Parcel, "Pier 66 South"; collectively, Pier 66 North and Pier 66 South are referred to as the "Pier 66 Parcels").

B. The City beginning in 1957 approved improvements to Pier 66 North, including, but not limited to, a fuel dock and marina, a restaurant and in 1959 a two story hotel, subsequently in 1964 the City approved the Pier 66 Tower, a 221' high hotel tower consisting of 17 floors 250 rooms and a revolving roof top bar ("Pier 66 Tower"), on the Pier 66 North Parcel, and another restaurant on end of the Pier Dock, commonly referred to as the Pelican Bar (collectively, the "Original Pier 66 North Approval"), which improvements are vested as to both actual improvements and associated car trips; and

C. The City on October 17, 2007, Case Number 86-R-07, approved a site plan, and on June 17, 2009, Case Number 35-R-09, approved an amendment to the previously approved site plan, attached as Exhibit B-1 and on November 18, 2015, Case Number R15043, approved a second amendment to the previously approved site plan, attached as Exhibit B-2 and authorized the development of two (2) 11 story condominium towers consisting of 58 residential units, a 29,000 square foot office/retail building, a parking garage and a second "valet" garage on Pier 66 North (collectively, the "Blackstone Pier 66 North Approval"); and the City subsequently issued site plan extensions such that the Blackstone Pier 66 North Approval has been extended through November 5, 2024. To the extent that a site plan was approved but improvements were not constructed pursuant to that site plan within the time prescribed by the City, together with any site plan extensions, City hereby agrees that any units allocated through site plan approval, together with any approved capacity as to trips, water and sewer and other City services are hereby reserved notwithstanding that the improvements were not constructed; and

D. The City by Resolution Number 08-147, approved on July 8, 2008, a development permit for Pier 66 South, subject to the conditions set forth therein, and authorized

the development on Pier 66 South of a 350-room hotel, 15,500 square feet of retail, 14,400 square feet of office, three (3) restaurants of 3,900 square feet each, two (2) lounges/bars of 1,000 square feet each, 16,100 square feet of meeting space, 150 dry storage boat slips, 2,000 linear feet of dockage/marina, a 12,200 square foot fitness/spa facility and 755 parking spaces (the "Sails Parcel Approval"), attached as Exhibit B-3, which Sails Parcel Approval was extended on January 5, 2016 to January 15, 2018 pursuant to City Resolution Number 16-02, and pursuant to Executive Orders 16-149, 17-235 and 17-259, on February 14, 2018 to September 23, 2021. To the extent that a site plan was approved but improvements were not constructed pursuant to that site plan within the time prescribed by the City, together with any site plan extensions, City hereby agrees that any units allocated through site plan approval, together with any approved capacity as to trips, water and sewer and other City services are hereby reserved notwithstanding that the improvements were not constructed; and

E. City agrees that all currently constructed improvements on the Pier 66 Parcels together with any approved but unbuilt improvements, including the Blackstone Pier 66 North Approval (including the allocation of 58 residential units through the allocation of Flex Units) and the Sails Parcel Approval, are vested improvements for water and sewer capacity and vehicle trips "Vested Improvements". Further, to the extent that any act of god or other event causes the destruction of any of the currently constructed Vested Improvements, City agrees that they may be built or rebuilt in their current form as of the date of this Development Agreement subject only to compliance with the Florida Building Code, together with Broward County Amendments in effect at the time of their reconstruction; and,

F. Developer intends to unify the plan of development for the Pier 66 Parcels and develop the Pier 66 Parcels and treat the Pier 66 Parcels as one, and the City hereby approves the development of the Pier 66 Parcels as one unified site as set forth in this Development Agreement (the "Pier 66 Project"), subject to Developer obtaining specific site plan approval and building permits for each portion and/or phase of the Pier 66 Project and provided the Developer executes a Declaration of Unity in form and substance acceptable to the City as referenced in paragraph 4; and

G. The City has determined that the development of the Pier 66 Parcels in accordance with Section 4.1 hereof is consistent with and complies with the City's current Commercial Land Use Designation and the current B-1 Zoning as defined by the City's Comprehensive Plan and Unified Land Development Regulations ("ULDR"), however the development of the Pier 66 Project may be subject to other provisions in the ULDR. Furthermore, the City acknowledges that other governmental authorities have issued and may continue to issue permits and approvals for development within the Pier 66 Parcels. Without any waiver of the City's ability to object to additional permits or approvals associated with future improvements within the Pier 66 Parcels, the City has no objection to any existing permits and approvals currently issued by any other governmental authority for any portion of the Vested Improvements constructed to the date hereof; and

H. The Parties desire that for the purpose of development approvals to recognize Pier 66 North and Pier 66 South as one parcel, provided the Developer and the owner of record executes and records a Declaration of Unity in form and substance acceptable to the City

Manager and the City Attorney, as referenced in paragraph 4, subject to this Development Agreement, for all purposes including, without limitation, traffic flow generally from one Pier 66 Parcel to the other, parking calculations, landscaping, signage, liquor licenses, and the sharing and free transfer of the residential density and other intensities and uses associated with one Pier 66 Parcel to another use within that Pier 66 Parcel or to the other Pier 66 Parcel in accordance with the conversion table set forth herein; and

I. Although the Pier 66 Parcels may be subdivided conveyed and financed into multiple parcels over time, Developer intends to develop and provide for the operation of the Pier 66 Parcels as one unified plan of development consistent with the City's current ULDR, Commercial Land Use Designation, Comprehensive Plan and Current Zoning (as hereinafter defined); and

J. The Florida Local Government Development Agreement Act, Sections 163.3220-163.3243, Florida Statutes, authorizes local governments to enter into development agreements with developers to encourage a stronger long term commitment to the comprehensive and capital facilities planning, to ensure the provision of adequate public facilities for development, to encourage the efficient use of resources, to reduce the economic cost of development and to provide certainty to developers and municipalities in the approval of development and assurances that they may proceed in accordance with the existing laws and policies, subject to the conditions of such development agreements; and

K. Such development agreements strengthen the public planning process, encourage sound capital improvement planning and financing and coordination with permitting agencies, assist in assuring that there are adequate capital facilities for development and encourage private participation in comprehensive planning; and

L. The term of this Development Agreement shall be fifteen (15) years and shall require annual reporting pursuant to Section 163.3243 Florida Statutes (2018); and

M. City agrees to designate a City Official to assist and participate in the facilitation and enforcement of this Development Agreement, although the City reserves the right to require any action hereunder required of the City to be made by a vote of the City Commission.

NOW THEREFORE, in consideration of the mutual terms, covenants and conditions contained herein, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, it is mutually agreed as follows:

1. Recitals. The foregoing Background information is true, correct and incorporated herein by reference. All Exhibits to this Development Agreement are deemed a part hereof.

2. Purpose. The purpose of this Development Agreement is to outline the manner in which the Pier 66 Parcels will be developed and the conditions that will govern the Pier 66 Parcels' development, to satisfy concurrency for the Pier 66 Parcels for the term of this Development Agreement, and to establish the respective rights and obligations of the Developer Parties and the City.

3. Development. This Agreement entitles Developer to develop the Pier 66 Parcels consistent with the following:

3.1 **Pier 66 North.** Developer shall be specifically permitted to develop Pier 66 North consistent with the existing Commercial Land Use Designation and existing B-1 zoning, attached as Exhibit C ("Current Zoning"), which permits heights of 120' east of the Intracoastal Waterway, (excluding the Pier 66 Tower, which was part of the Original Pier 66 North Approval and which has a permitted height of 221'), and with no limit to the Floor Area Ratio, "FAR", as defined by the ULDR and as provided in the B-1 Zoning category. Developer may develop, at its option, Pier 66 North pursuant to any alternative existing or future land use and zoning category provided for in the City's ULDR, such as an Innovative Design, or "ID" rezoning so long as Developer subjects Pier 66 North to the City's standard process for amending and rezoning same and subject to compliance with the City's ULDR.

3.2 **Pier 66 South.** Developer shall be permitted to develop Pier 66 South consistent with the existing Commercial Land Use Designation and existing B-1 zoning which permits heights of up to 120', and with no limit to the FAR as defined by the ULDR. Developer may develop, at its option, Pier 66 South pursuant to any alternative existing or future land use and zoning category provided for in the City's ULDR, such as an ID rezoning, so long as Developer subjects Pier 66 South to the City's standard process for amending and rezoning same under its ULDR.

3.2.1 The City acknowledges and agrees that Developer may apply for a Special Event Permit as provided for in the ULDR to construct temporary uses on Pier 66 South that include but are not limited to the use of semi-permanent structures including, tents, shipping containers, food trucks, air streams, and the like, subject to review and approval pursuant to the Florida Building Code South Florida Edition together with the Broward County amendments, in effect at the time, and that the effective liquor license associated with Pier 66 North may be used on Pier 66 South provided the Developer executes a Declaration of Unity, subject to any applicable State regulations, or in the alternative that the Developer can place an alcoholic beverage license(s) including a 2 COP, 4 COP quota, or a 4 COP SFS at any time. Developer agrees to file a Special Event Permit Application as that term is provided for in the City Code of Ordinances and ULDR and follow any prescribed procedures for said permit. Nothing contained herein shall grant Developer any exemption nor limit or restrict the powers and responsibilities of the City in acting on such applications in its regulatory capacity.

4. One Development. The Parties desire to recognize Pier 66 North and Pier 66 South as one contiguous parcel for all purposes related to the Pier 66 Parcels' development, including, without limitation, with respect to entitlements, traffic flow permitted on a Pier 66 Parcel or from one Pier 66 Parcel to the other, parking, landscaping, open space, signage and the sharing of approved uses and densities between Pier 66 Parcels and free transfer of densities and uses on a Pier 66 Parcel or from one Pier 66 Parcel to the other, provided the Developer and the owner of record executes and records a Declaration of Unity in form and substance acceptable to the City Manager and the City Attorney. City agrees that such Declaration of Unity shall not prohibit

parcels from being conveyed and/or financed as one or more parcels, subject to complying with the development standards contained in this Agreement. If Developer or any TS Entity desires to transfer a permitted use of one Pier 66 Parcel to another permitted use in that Pier 66 Parcel or to the other Pier 66 Parcel, that change in use shall be subject to a reduction or increase in the density associated with such transferred use as set forth in the conversion table set forth below:

4.1 Pier 66 Parcels. The Pier 66 Parcels are vested for a certain level of development, both built and approved but unbuilt, and the trips associated with the Pier 66 Parcels are approved and vested as shown on the attached **Exhibits D-1 and D-2.** Additionally, City agrees that all current improvements on the Pier 66 Parcels are grandfathered and are “**Vested Improvements**”. To the extent that any act of god or other event causes the destruction of any of the Vested Improvements, City agrees that said improvements may be rebuilt in their current form as existed on the date of this Development Agreement and that reconstruction shall be subject only to the Florida Building Code , together with any Broward County Amendments, in effect at the time of their reconstruction.

4.1 (a) TRIPS

The City agrees that the uses and intensities may be exchanged, moved across and transferred within the Pier 66 Parcels so long as the trips do not exceed the totals for the Vested Improvements (unless additional mitigation satisfactory to the City is provided by the Developer to address the project’s impacts on any transportation infrastructure deemed to be deficient by the City) pursuant to the Trip Generation Equivalency Table provided below which was prepared based upon ITE, Trip Generation Model, 10th Edition, and which Table shall be updated by the City in conformance with any updates to the ITE Trip Generation Model:

TRIP GENERATION USE EQUIVALENCY TABLE:

Residential	Office	Hotel Rooms	Restaurant	Meeting Space	Retail	Dry Storage
10 Units	5.44 Sf	11.85 Rooms	0.63 SF	37,000 Sf	1.40 Sf	22 Slips

The above table shall be automatically updated, without a need to formally amend this Development Agreement, with any new update to the 10th Edition of the ITE Trip Generation Model, or any other subsequent addition. The Developer shall provide notice to the City within thirty (30) days of any such transfer or conversion, which notice shall include such sufficient detail and information as requested by City. The City also agrees that the Developer intends to develop the Pier 66 Parcels as a mixed-use development and employ the use of Flex Units to allocate residential units to the Pier 66 Parcels. However, nothing contained herein shall require Developer to construct any or all of the uses allowed above. City agrees that the Pier 66 Parcels are in the “receiving zone” under the Unified Flex Zone Policy and that as of the date of this Agreement there are Flex Units

available which shall be reserved for the Pier 66 Parcels "Reserved Residential Units" pursuant to Section 9.2 of this Agreement.

5. City Agreements.

5.1 Public Facilities. The City hereby agrees that there are adequate public facilities (including without limit, water, sewer, solid waste, stormwater, and park facilities) to serve the Vested Improvements but there may not be adequate public facilities to satisfy any modifications which increase the intensity, density or use on the Pier 66 Parcels, which additional project impacts shall require mitigation by the Developer satisfactory to the City. The City agrees that there are no new transportation facilities required to assure that public facilities are available concurrent with the impacts of the Pier 66 Project for the Vested Improvements, and that the public facilities needed to serve the Pier 66 Project for the Vested Improvements will be available from the City when needed. Further, the City agrees that this Development Agreement shall serve as a Certificate of Capacity, as to the Vested Improvements, which shall remain valid for the duration of this Development Agreement, so long as the Developer Parties satisfy all terms, conditions and covenants contained herein. Furthermore, should Developer or any property owner within the Pier 66 Parcels construct any improvement under a valid building permit obtained from the City, obtaining a Certificate of Occupancy associated therewith shall demonstrate that such improvement has adequate public facilities in perpetuity, but only as to the Vested Improvements.

WATER & SEWER ANALYSIS CHART

ESTIMATED WATER AND WASTEWATER FLOW ALLOCATION

Project : PIER SIXTY SIX
 2301 SE 17th Street, Ft. Lauderdale, FL 33316
 Location : Fort Lauderdale, Florida
 Estimate For : City of Fort Lauderdale
 Quantities By : BMK
 Client : Tavistock Development Company

Project Number : 05-0568.01
 Date : 4/12/18

No.	Description	Quantity	Unit of Measure	ERC per Unit	ERC Subtotal	ERC TOTAL	GPD TOTAL
1	Pier 66 North Vested Improvements						
	Hotel Rooms	384	EA	0.868	333.31		
	Residential Units	58	EA	0.805	46.69		
	Marina - Boat Slips	127	EA	0.559	70.99		
	Meeting Spaces	29.9	1,000 SF	0.636	19.02		
	Restaurants	24.68	1,000 SF	2.495	61.58		
	Spa and Fitness	3.10	1,000 SF	1.667	5.17		
	Retail	2.54	1,000 SF	0.550	1.40		
	Marina Ancillary	3.2	1,000 SF	0.368	1.18		
	Office	28.78	1,000 SF	0.636	18.30		
	SubTotal Existing Uses=					558	167,300
2	Pier 66 South Vested Improvements						
	Hotel	350	EA	0.805	281.75		
	Marina - Boat Slips	30	EA	0.559	16.77		
	Dry Dock Storage	150	EA	0.000	0.00		
	Retail	14.4	1,000 SF	0.550	7.92		
	Office	15.5	1,000 SF	0.636	9.86		
	Spa and Fitness	3.80	1,000 SF	1.667	6.33		
	Restaurant	13.40	1,000 SF	2.495	33.43		
	Bar	2.00	1,000 SF	1.236	2.47		
	SubTotal Previously Approved South Uses=					359	107,600
	Total Existing and Previously Approved Uses=					916	274,900

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5.2 Current Permitted Development. The City acknowledges and agrees that the Pier 66 Parcels have a land use designation of Commercial and are zoned B-1 in accordance with Current Land Use and Zoning. The Current Zoning permits the development of structures on the Pier 66 Parcel with elevations of up to 120' feet (excluding the existing Pier 66 Tower, which was part of the Original Pier 66 North Approval), as defined by the City ULDR, with no maximum FAR, but subject to standards of neighborhood compatibility review and other requirements and processes under the ULDR. Additionally, the Current Zoning permits any uses permitted in the B-1 Zoning and pursuant to the Commercial Land Use Designation including the allocation of flexibility Residential Units through the mixed-use provision in the ULDR. The Developer is authorized to develop the Pier 66 Parcels in conformance with the Current Zoning encumbering the Pier 66 Parcels, even if the Current Zoning is amended by the City after the date hereof. However, if the Developer determines that it is more favorable to the Developer Parties to comply with any amendments to the Current Zoning following the Effective Date, as hereinafter defined (the "**Amended Zoning**"), the Developer Parties may comply with, by providing written notice to the City, the portion of the Current Zoning that is amended by the Amended Zoning by complying with that amendment, subject to any City requirements and processes in place at the time, related to development of the Pier 66 Parcels.

5.3 Expedited Approvals. The Parties shall use their best efforts in seeking and providing specific site plan approvals and building permits for each portion of the Pier 66 Project for which the Developer is seeking such approvals including but not limited to DRC, Planning and Zoning Board and City Commission. Notwithstanding, this provision shall not be deemed a requirement of the City to waive its regulatory authority or police power in interpreting or enforcing its ULDR or other regulations governing the Pier 66 Project. The City hereby consents to the Developer's use of privatized inspection services, selected from the City's approved list of inspectors, at Developer's option, and sole cost and expense, to perform, under the City's guidance, the various inspections and approvals on each portion of each construction project under this Development Agreement that are required to continue construction of such project and ultimately obtain a certificate of completion or occupancy for that project.

6. Development Permits Approved or Needed. The status of local governmental approvals is as follows:

6.1 Approvals Received and Current Approved Uses:

6.1.1. Pier 66 North.

The City previously approved the Original Pier 66 North Approval and the Blackstone Pier 66 North Approval as previously described.

6.1.2 Pier 66 South.

The City previously approved the Sails Parcel Approval as previously described.

7. Approvals Required for Development. City and Developer agree that a site plan application meeting the City's minimum standards will be processed through the City's procedures contained in the City's ULDR at the time of site plan application. Depending on the Developer's request, variances and other approvals may be required. Developer shall submit a proposed site plan for the first phase of Development, which shall include the renovation of the Pier 66 Tower by January 3, 2019.

7.1 Site Data Calculations and Approvals.

7.1.1 Landscape Approvals.

The Developer Parties shall comply with all landscape requirements set forth in the zoning ordinances governing the Pier 66 Parcels on the Effective Date (the "**Landscape Requirements**"), even if those Landscape Requirements are amended following the Effective Date (such amendments shall not apply to the Pier 66 Parcels except as set forth below); however (i) the City shall propose a text amendment to the ULDR that will permit properties that are subject to a CDD to include all landscaped areas open to the sky on top of parking decks, parking lot islands, ingress/egress roadways and right of way landscaped areas and rooftops in the calculations used to determine pervious areas, open space, and (ii) if the Developer determines that it is more favorable to the Developer Parties to comply with any amendments to the Landscape Requirements following the Effective Date (the "**Amended Landscape Requirement**"), the Developer Parties may comply with, by providing written notice to the City, the portion of the Landscape Requirements that is amended by the Amended Landscape Requirement by complying with that amendment. Notwithstanding, this provision shall not be deemed a requirement of the City to waive its regulatory authority or police power in interpreting or enforcing its ULDR, or in seeking to amend its ULDR. Further, while the City agrees to process a text amendment through its normal procedures, such agreement does not guarantee that such a text amendment shall be approved and the City shall not be liable if such text amendment fails to pass.

7.1.2. Density

Density shall mean the total density for the Pier 66 Parcels, which may be transferred across the Pier 66 Parcels as if they were one parcel. However, should the Developer desire to transfer density between the two

parcels, it shall provide the City with written notice of such transfer within thirty (30) days of transfer and provide such information and detail as requested by the City. Notwithstanding the foregoing, any transferred density shall require specific site plan approvals and building permits including DRC, Planning and Zoning Board and City Commission as applicable.

7.1.3 Open Space and Pervious Area

Open space and pervious area as defined by the ULDR on the date of this Development Agreement shall mean the total open space and pervious area for the Pier 66 Parcels, which may be transferred across the Pier 66 Parcels as if they were one contiguous parcel.

7.1.4. Parking

Upon the City's issuance of the final Certificate of Occupancy for any new development within the Pier 66 Parcels, parking shall meet the standard provided in the ULDR or Developer shall have obtained a parking reduction from City as contemplated by the ULDR. City agrees that approved parking requirements may be met by using parking across both Pier 66 North and Pier 66 South. Additionally, City agrees that parking requirements may be moved across the Pier 66 Parcels.

7.1.5. Other Services.

The City agrees that the Developer or its designee may provide or contract to provide on-site and unified security and/or telecommunications service to the Pier 66 Parcels, including but not limited to, telephone, cable, television, security systems, and Internet services, subject only to the City's franchise, licensing and permitting requirements.

7.1.6. Architectural Review.

The City acknowledges that any architectural review committees established by the Developer to govern improvements within the Pier 66 Parcels will serve important community interests and maintain property values. To assist the community architectural committee, established to review development within the Pier 66 Parcels, in carrying out its responsibilities, the City agrees to use its best efforts to require evidence that a proposed site or building plan from any owner of property within the Pier 66 Parcels has been reviewed and approved by the applicable architectural review committee created under the Master Declaration as part of the City's approval process.

7.1.7. Broward County Plat Note Amendment

The Developer shall diligently apply for the necessary plat note amendment approvals from Broward County regarding the plats for Pier 66 North and Pier 66 South. The Developer agrees to apply for the plat note amendment for the Pier 66 North within two (2) years of execution of this Development Agreement and for the Pier 66 South within five (5) years of execution of this Development Agreement.

7.1.8 Site Plan Approvals

This Agreement extends the Blackstone Pier 66 North Approval and the Sails Parcel Approval to the term of this Agreement, however, Developer agrees to not seek any extensions to the Blackstone Pier 66 North Approval or the Sails Parcel Approval beyond the term of this Agreement through any additional Executive Order approval(s) that may be otherwise available to Developer. Notwithstanding the foregoing, in the event of termination of this Agreement, the existing expiration dates for the Blackstone Pier 66 North Approval and the Sails Parcel Approval shall govern, without any limitation on extensions that may be available by Executive Order or otherwise

Developer further agrees that (i) if any new or modified site plan approval (or phased approvals) is granted by the City that applies to the Pier 66 North property (and after the conclusion of any appeal periods), Developer will release its vested right to construct the prior site plan contained in the Blackstone Pier 66 North Approval and (ii) if any new or modified site plan approval (or phased approvals) is granted by the City that applies to the Pier 66 South property (and after the conclusion of any appeal period), Developer will release its vested right to construct the prior site plan contained in the Sails Parcel Approval. Notwithstanding the foregoing, any such release of the prior site plan approvals shall apply only to that specific area modified and shall not have the effect of releasing any allocated density, intensity or capacity from the Vested Improvements which shall remain in place for the term of this Agreement.

8. Historical Preservation and Community Benefits.

8.1 Improvements to be Designated.

City acknowledges that the Pier 66 Tower located on Pier 66 North suffered significant damage as a result of Hurricane Irma. City further acknowledges that the Pier 66 Tower is not currently designated historic. Developer is currently in the process of working on plan to restore the Pier 66 Tower and will work with the City's historical consultant and the City's professional staff to seek all proper permits from the City for any

work, specifically ensuring that any work in no way jeopardizes the historical significance of the Pier 66 Tower's exterior.

Developer further agrees that, upon the earlier to occur of (a) receipt of a certificate of occupancy for the restored Pier 66 Tower and the balance of the attached hotel, or (b) five (5) years following the date of this Development Agreement, the Developer at its expense shall diligently, and once the application is filed, timely seek historic designation from the City for the Pier 66 Tower. Historic Designation will be sought on the exterior envelope of the tower portion of the building only, as the current building at the base of the Tower was added many years after the Tower and is not considered historic. No certificate of occupancy shall be granted by the City for the construction of any new principal structure on the Pier 66 North Property until a certificate of occupancy is achieved for the Pier 66 Tower renovation and the Pier 66 Tower has been designated historic. Notwithstanding the foregoing and without limitation hereby, any temporary use or modifications to the marina on the Pier 66 North Property or the renovation of the Pelican Bar or Panorama Ballroom shall not be considered the construction of a new principal structure for the purposes hereof.

8.2 Community Benefits.

Developer proposes and agrees to provide certain public benefits including, but not limited to, a publicly accessible "Marina Promenade" or "Promenade" connecting the Pier 66 North parcel under the 17th Street Causeway Bridge to Pier 66 South parcel with the specific intention to increase the public access to the waterway, Pier 66 North and Pier 66 South. Such Promenade shall be maintained by the Developer at its cost and expense. Notwithstanding the foregoing, any increased public access to Pier 66 North and Pier 66 South parcels shall be subject to reasonable restrictions for access, security, hours of operation, etc. To the extent that the Marina Promenade is made available to the public, the City agrees that the Pier 66 Parcels remain private and any "open container" or similar alcohol restriction laws shall not be enforced. Developer also proposes to work with City to provide a boat slip for a City of Fort Lauderdale police or fire boat and work with the City for a sublease of the FDOT parcel for a pedestrian access promenade under the 17th Street Causeway Bridge. Any Developer obligation regarding the Marina Promenade contained herein shall only be enforceable against Developer during the term of any land lease or sublease to which Developer is a party for the FDOT property under the 17th Street Causeway Bridge. In the event that Developer is in good faith pursuit of control of the FDOT property but has been unable to achieve in order to meet the timelines established in this Agreement, such performance dates shall be tolled accordingly. If in the event that the Developer is unable to achieve control of the FDOT property by a date that is 24 months from the Effective Date of this Agreement, the City shall

have the election to terminate the requirement of the Developer regarding the Marina Promenade. If FDOT rejects Developer's proposal to develop the property under the 17th Street Causeway Bridge, after Developer's reasonable good faith efforts to obtain same, such failure to control the FDOT property under the 17th Street Causeway Bridge, shall not be deemed a default under this Agreement.

8.2.1 The Marina Promenade shall contain a covenant and restriction that the Promenade will be and remain an open space boardwalk with landscaping and other amenities (to be determined through the specific site plan approvals and building permits including but not limited to DRC, Planning and Zoning Board and City Commission, all of which are specifically not being granted herein by the City) and shall remain reasonably available for access and use by the public, from dusk to dawn ("Permitted Times") which will expressly allow the non-exclusive use of the Promenade by general members of the public; subject always however, to the following continuing conditions and limitations:

- (i) The non-exclusive use of the Promenade on the Pier 66 North and Pier 66 South parcels by general members of the public shall not create, and shall never be construed or interpreted to create, a dedication to the public; notwithstanding the foregoing however, members of the public shall have non-exclusive use of the Promenade solely for ingress and egress over the Promenade for pedestrian traffic, subject to the provisions of this Paragraph;
- (ii) The Developer shall have the exclusive ability to restrict or prevent access to the Promenade to any specific member(s) of the public as they may deem appropriate to avoid loitering, creating a nuisance, restricting access during certain times as exceptions to the Permitted Times ("Special Functions") and/or otherwise violating the rules and regulations adopted with respect to the Promenade and Developer retains at all times the right and ability to seek to enforce the foregoing and laws related to trespass;
- (iii) The Promenade shall not be, nor shall it ever be by reason of provisions of this Agreement a public forum, limited public forum, or any other type of public forum as may exist now or in the future for purposes of the exercise of rights pursuant to the First Amendment to the United States Constitution and any companion provision under the Florida Constitution.
- (iv) The Promenade and its use shall be and remain subject to rules and regulations as Developer may reasonably impose, provided any such additional rules beyond those contained herein shall be approved in advance by City;
- (v) The use of the Promenade by the public shall be limited to Permitted Times, other than during Special Functions;

- (vi) Developer may reasonably limit use or preclude use of the general members of the public on the Promenade for Special Functions;
- (vii) Developer shall have the right (but not the obligation) to conduct such surveillance and security functions and activities as the Developer deems appropriate;
- (viii) Use of the Promenade shall be subject to temporary disruption as Developer may reasonably designate in connection with activities Developer conducts, such as construction or repairs, the Boat Show and other activities conducted on portions of the Pier 66 Properties;
- (ix) Use of the Promenade shall be in its then "AS IS" condition and any party using the Promenade does so at their own risk;
- (x) The frontage road north and south of the bridge shall remain connected and open for vehicular, bike and pedestrian traffic;
- (xi) A site plan for the Promenade for the FDOT property and the Pier 66 North property, including any changes proposed to the parking under the bridge, shall be included in the first phase of Development, which shall be submitted to the City by January 3, 2019. Construction of the Promenade on the FDOT property and the Pier 66 North property shall be completed with the renovation of the Pier 66 Tower. A site plan for the Promenade for the Pier 66 South parcel shall be included in the first phase of development of the Pier 66 South Property and shall be completed with the completion of the first phase of development on Pier 66 South property. Notwithstanding the foregoing and without limitation hereby, any temporary use or modifications to the marina on the Pier 66 Parcels or any renovation of the Pelican Bar or the Panorama Ballroom shall not be considered in the first phase of development for the purposes hereof.

9. City's Obligations. The City hereby agrees as follows:

9.1 Permits and Approvals.

The City agrees to cooperate reasonably with the Developer Parties in securing all permits and approvals necessary to complete the improvements and/or development pursuant to this Development Agreement.

9.2 Impact & Reservation Fees.

Pursuant to the existing City Ordinances and Policies, Developer shall receive impact fee credits on any buildings formerly demolished or approved for demolition, which shall reduce any impact fees payable on any new buildings approved for construction within the Pier 66 Parcels.

Simultaneously with recording this Development Agreement, Developer shall pay to City the amount of Two Thousand Five Hundred Dollars (\$2,500) per Reserved Residential Unit for the five hundred seventy-five (575) residential units Developer plans to reserve for future use on the Pier 66 Parcels (the "**Reservation Fees**") under this Development Agreement. During the term of this Agreement and provided the Developer is not in default hereunder, the Reservation Fees may be used by Developer to pay future impact fees, building permit fees or other fees of the City for the development of the Pier 66 Parcels. Upon expiration of this Agreement or upon any uncured default of Developer after notice and expiration of any applicable cure period, any unused Reservation Fees shall be forfeited by Developer.

Notwithstanding anything contained herein to the contrary, Developer acknowledges and agrees that any payment of Reservation Fees shall be at its own risk and shall not guaranty any future allocation of such units on the Pier 66 Parcels beyond the Vested Improvements as any such approvals shall require specific site plan approvals and building permits including but not limited to DRC, Planning and Zoning Board and City Commission.

Additionally, (i) if Developer terminates this Agreement during the Termination Period (as hereinafter defined), or (ii) upon written notice to the City by the Developer, Developer may request a release of any of the Reserved Residential Units remaining, then Developer shall have a credit for any unused Reservation Fees to apply to any fees charged by the City in the future for development on the Pier 66 Parcels. Any credits or fees shall be paid at the "then prevailing rates" of the City at the time of such payment.

10. Other Property. The City acknowledges and agrees that (a) the Developer Parties are attempting to gain control (whether by acquisition or long-term lease) from the Florida Department of Transportation ("**FDOT**") or from the City through a sub-license agreement between FDOT and the City, of a parcel of property that is currently owned by FDOT and located contiguously to Pier 66 North underneath the 17th Street Causeway over-pass (the "**FDOT Parcel**"), and (b) upon the Developer or one of the TS Entities gaining control of the FDOT Parcel, the FDOT Parcel shall be encumbered by this Development Agreement and the FDOT Property may be used by the Developer Parties for any purpose related to the operation of the Pier 66 Parcels including, without limitation, ingress and egress to and from and travel between each Pier 66 Parcel, however the frontage road north and south of the bridge shall remain connected and open for vehicular, bike and pedestrian traffic. Specifically, and in accordance with the terms of this Development Agreement, Developer shall increase public access to the waterway and provide a public benefit by using a portion of the FDOT parcel to create the Marina Promenade and other potential pedestrian walkways connecting Pier 66 North and Pier 66 South. The City, without compromising its regulatory authority shall cooperate with and assist the Developer, at Developer's expense, in utilizing the FDOT Parcel as contemplated

herein and the Developer, or its permitted assigns, shall assume maintenance obligations for all improvements located thereon.

11. Time Extensions. The time periods herein shall be extended if through no fault of the Developer Parties, the Developer Parties' fulfillment of their obligations has been delayed by an act of God or other circumstance or occurrence beyond the Developer Parties' reasonable control. The Developer shall request such a determination by providing a written explanation of any such delays to the City, and any such extensions shall be limited to the duration of the delay or to another mutually agreeable time period. In addition, any and all Pier 66 North and Pier 66 South approvals shall be automatically tolled in the event of any lawsuit filed against the development approvals, however any such extension related to a third party lawsuit shall be limited to a total of three (3) years. Notwithstanding any force majeure, the term of this Agreement shall not exceed fifteen (15) years.

12. Miscellaneous.

12.1 Successors and Assigns. This Development Agreement shall be binding upon the Parties and their successor and/or assigns. If the Developer transfers portions of the Pier 66 Parcels it shall assign its obligations under this Development Agreement as to such portion of the Pier 66 Parcel and the Developer shall notify the City in writing within thirty (30) days of such assignment which notice shall include the name, address and name of responsible individual of the successor developer. Further, Developer shall be allowed to assign any of its maintenance obligations hereunder to a property owners association or a Community Development District, should any such Community Development District be approved by the City in the future. Upon an assignment of this Development Agreement and the assumption of Developer's obligations by said assignee, the Developer shall be deemed released from all rights, obligations and liabilities hereunder as to such part of the Pier 66 Parcel so transferred, and the assignee shall be deemed to have assumed all rights, obligations and liabilities hereunder and the term "Developer" as used herein, shall also thereafter refer to such assignee/grantee and the Developer shall be released of further obligations for that portion of the Pier 66 Parcel which was assigned to an assignee.

12.2 Permitting Conditions. The failure of this Development Agreement to address a particular permit, condition, term, or restriction existing at the time of execution of this Development Agreement shall not relieve the Developer Parties of the necessity of complying with the law governing said permitting requirement, condition, term or restriction.

12.3 Applicable Law; Jurisdiction; Venue. This Development Agreement, and the rights and obligations of the Parties, shall be governed by, construed under, and enforced in accordance with the laws of the State of Florida. Venue for any litigation pertaining to the subject matter hereof shall be exclusively in Broward County, Florida. If any provision of this Development Agreement, or the application thereof to any person or circumstances, shall be held to any extent to be invalid or unenforceable by a court of competent jurisdiction, then the

remainder of this Development Agreement shall be valid and enforceable to the fullest extent permitted by law. The parties agree to waive trial by jury.

12.4 Joint Preparation. The Parties have jointly prepared the Development Agreement. As such, the Parties intend for the Development Agreement not to be interpreted more severely against any particular Party even though one Party may have taken responsibility for drafting this Development Agreement.

12.5 Captions or Paragraph Headings. Captions and paragraph headings contained in this Development Agreement are for convenience and reference only, and in no way define, describe, extend or limit the scope or intent of this Development Agreement, nor the intent of any provision hereof.

12.6 Counterparts. This Development Agreement may be executed in one or more counterparts, each constituting a duplicate original, but all such counterparts constituting the same Development Agreement.

12.7 Effective Date and Duration. Within fourteen (14) days after the City executes this Development Agreement, it, at Developer's expense, shall record the Agreement in the public records of Broward County, Florida. This Development Agreement shall become effective on the date it has been recorded in those public records (such date, the "**Effective Date**"). This Development Agreement shall remain in effect until the earlier of the completion of the development of the Pier 66 Project or fifteen (15) years after the date of the Effective Date, unless otherwise extended by agreement of the Parties or terminated as provided for herein.

12.8 Termination. Prior to the earlier of (i) three years from the Effective Date hereof; or (ii) the issuance of the first building permit for any new development within the Pier 66 Parcels, (the "**Termination Period**"), the Developer, in its sole and absolute discretion, may terminate this Development Agreement upon written notice to the City. If Developer makes such election, the Developer shall notify the City in writing of the termination, in which event this Development Agreement is terminated and the Parties will have no further rights, obligations or liabilities hereunder. If this Development Agreement is terminated as permitted in this Subsection, all City approvals that have been received with respect to the Pier 66 Project prior to the Effective Date of this Agreement shall remain in full force and effect, subject to expiration dates applicable to such approvals under our ULDR, and shall apply to such aspect of the Pier 66 Project following such termination. However, any approvals provided solely by this Agreement shall be null and void.

12.9 Amendment. This Development Agreement may only be amended by a written instrument executed by all Parties mutual consent of the Parties.

12.10 Further Assurances. Each Party shall do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, all such further acts, and assurances as shall be reasonably requested by any other Party to

carry out the intent of this Development Agreement and give effect thereto. Without limiting the specific rights and obligations set forth in this Development Agreement, the Parties declare their intent to (a) cooperate with each other in effecting the terms of this Development Agreement, and (b) coordinate the performance of their respective obligations under the terms of this Development Agreement. To the extent any zoning conditions or other rules and regulations that govern the Pier 66 Project conflict with the terms and conditions of this Development Agreement, the terms and conditions of this Development Agreement shall prevail, unless otherwise set forth herein.

12.11 Estoppel. Each party hereto shall, from time to time, within thirty (30) calendar days following receipt of a written request from the other party, execute and deliver to the other party a certificate stating that this Development Agreement is unmodified and in full force and effect, or, if modified, that this Development Agreement is in full force and effect as modified, and stating the modifications and stating whether or not, to the best of the certifying party's knowledge, the other party is in default in any respect under this Development Agreement and, if in default, specifying the nature and character of such default.

12.12 Governing Local Laws and Policies. The City's laws and policies governing the development of the Pier 66 Parcels on the Effective Date shall govern the development of the Pier 66 Parcels for the duration of the Agreement. Except as provided herein, the City may apply subsequently adopted regulations and policies applicable to the Pier 66 Project only in accordance with **Section 163.3233(2)**, Florida Statutes. The City reserves the right to apply subsequently adopted laws and policies to this Agreement that are enacted due to the health, safety or welfare of the public.

12.13 Notices. Every notice, demand, consent, approval or other document or instrument required or permitted to be given to any Party to this Development Agreement shall be in writing and shall be delivered in person or sent by registered or certified mail, postage prepaid, return receipt requested, to such Party's address set forth below its signature to this Development Agreement below (or such other address as any Party may designate from time to time in a written notice provided in compliance with this Development Agreement).

12.14 Preemption Pursuant to 163.3241 Florida Statutes. If state or federal laws are enacted after the execution of this Agreement which are applicable and preclude the parties' compliance with the terms of this Agreement, then this Agreement shall be modified or revoked, in whole or part, as necessary to comply with the relevant state or federal laws.

12.15 Zoning and Other Approvals. As provided above, the parties recognize and agree that certain provisions of this Agreement may require the City and / or its boards, departments or agencies, acting in their police power / quasi-judicial capacity, to consider certain changes in the City's ULDR or other applicable City codes, plans or regulations, as well as to consider other governmental actions. All

such considerations and actions shall be undertaken in accordance with the established requirements of state statute, and the City Charter and City ordinances, in the exercise of the City's jurisdiction under the police power. Nothing in this Agreement is intended to limit or restrict the powers and responsibilities of the City in acting on such applications in its regulatory capacity. The parties further recognize and agree that these proceedings shall be conducted openly, fully, freely and fairly in full accordance with law and with both procedural and substantive due process to be accorded the applicant and any member of the public that may be entitled to participate in any proceeding. Nothing contained in this Agreement shall entitle the Developer to compel the City to take any action, except the consents to the filing of such applications for the required approvals and to timely process the applications.

12.16 Default. If either Developer or City (as such, "Defaulting Party") defaults in its payment or performance obligations pursuant to 163.3235, Florida Statutes, or the terms of this Development Agreement, and the Defaulting Party fails to cure such default within thirty (30) days after receiving written notice of such default (the "Cure Period"), the other Party (as such, the "Non-Defaulting Party") may by providing written notice to the Defaulting Party following the expiration of any cure period at such Non-Defaulting Party's sole option (i) seek specific performance against the defaulting party; or (ii) terminate this Development Agreement; or (iii) seek all other available remedies at law or in equity against the defaulting party. Should the City or Developer elect to terminate the Development Agreement as provided in the preceding sentence, such termination shall not adversely affect any site plan, building permit, order, consent or approvals for the development of the Pier 66 Parcels prior to the effective date of such termination. In addition of the foregoing remedies, in the event of default after applicable notice and expiration of any cure period, the City may withhold issuance of any development or building permits, orders, consents or approvals related to development of all or any phase or portion of the Project owned by Developer until the default is cured, which remedy shall be binding on Developer or any transferee or successor of the Developer Parties. Notwithstanding anything herein to the contrary, if such default is of the nature that it cannot be cured during the Cure Period and the Defaulting Party delivers notice to the Non-Defaulting Party advising that it has commenced to cure and continues in good faith to diligently and continuously cure and provides a reasonable deadline to complete the cure, then the Cure Period shall be extended until such deadline. The City shall not be liable for damages arising from a decision by a court of competent jurisdiction holding that any and all provisions of this Development Agreement are invalid or unenforceable.

12.17 Specific Performance; Injunction. Each Defaulting Party acknowledges that the obligations it is assuming under this Development Agreement are of a special and unique value for the Non-Defaulting Party and, for that reason, among others, the Non-Defaulting Party will be irreparably damaged (and damages at law would be an inadequate remedy) if this Development Agreement is not

specifically enforced. Therefore, in the event of a breach or threatened breach by any Party of any provision of this Development Agreement, in addition to all other rights or remedies, the non-breaching party shall be entitled to injunctive relief, and/or to a decree for specific performance of the provisions of this Development Agreement.

12.18 Force Majeure. It shall not constitute a default or a failure to cure if a default or failure to cure is caused by, or results from, any of the following: acts of God; acts of government, strikes, lock-outs, labor troubles, inability to procure materials, adverse weather conditions; accidental fire that could not have been prevented through the exercise of reasonable precautions; war; civil unrest; accidents that could not have been prevented through the exercise of reasonable precautions; power fluctuations or outages exceeding the length of reasonable backup power; outages, delays, failure or degradation in telecommunications or ISP or ASP services provided by a third party; hostile attacks by a third party against computer systems or networks, public network or Internet congestion; mechanical defects not caused by the party's whose performance is prevented, hindered or delayed, or other similar events beyond the control of such Party (each, a "Force Majeure Event"). The Party whose performance is prevented, hindered or delayed by a Force Majeure Event shall immediately notify the other Party as quickly as practicable of the occurrence of the Force Majeure Event, and shall describe in reasonable detail the nature and estimated duration of the Force Majeure Event and such performance or obligation shall be excused for the time of such delay

Section 12.19 – Joinder and Consent. As a condition precedent to this Development Agreement being effective and recorded in the Public Records of Broward County, the City shall review a title report on the Property and holder of any existing liens or mortgages on the Property shall execute a joinder and consent to the terms of this Development Agreement, in form and content acceptable to the City.

Section 12.20 – No Agency. Nothing herein shall be construed as establishing an agency relationship between the City and the Developer Parties and neither Developer Parties nor their successors, assigns, employees, agents, contractors, subsidiaries, divisions, affiliates or guests shall be deemed agents, instrumentalities, employees or contractors of the City for any purpose thereunder, and the City, its contractors, agents and employees shall not be deemed contractors, agents or employees of Developer Parties or their subsidiaries, divisions, affiliates, successors and/or assigns.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto, through their duly authorized representatives, have executed this Development Agreement to be effective as of the day and year first set forth above.

Witnesses:

Jeanette A. Johnson
Print Name: Jeanette A. Johnson

Maxine A. Singh
Print Name: Maxine A. Singh

Gina Rizzuti Smith
Print Name: Gina Rizzuti Smith

Patricia Skowidridakis
Print Name: Patricia Skowidridakis

City of Fort Lauderdale

Dean Trantalis
By: Dean Trantalis, Mayor

(CORPORATE SEAL)

Lee R. Feldman
By: Lee R. Feldman, City Manager

(CORPORATE SEAL)

Attest:

Jeffrey A. McDarelli
Jeffrey A. McDarelli, City Clerk

Approved as to form:
Alain E. Boileau
Alain E. Boileau, Interim City Attorney

Lynn Solomon
By: Lynn Solomon, Assistant City Attorney

Address: 100 North Andrews Avenue
Fort Lauderdale, FL 33301
Attn: City Manager

with copy to:
Same Address
Attn: City Attorney

[Signature page to Development Agreement continue on next page]

[Continuation of signature page to Development Agreement]



State of Florida:
County of Broward:

The foregoing instrument was acknowledged before me on 31st day of August ²⁰¹⁸ by Dean Trantalis, Mayor of the City of Fort Lauderdale, a municipal corporation of Florida. He is [] personally known to me, or [] provided _____ as identification, and [] did or [] did not take an oath.

(SEAL)



Jeanette A. Johnson
Notary Public, State of Florida
Print Name: Jeanette A. Johnson
My Commission Expires: 1/31/19
Commission Number: FF 166303

State of Florida:
County of Broward:

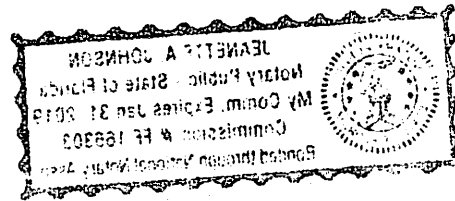
The foregoing instrument was acknowledged before me on August 31, 2018 by Lee R. Feldman, City Manager of the City of Fort Lauderdale, a municipal corporation of Florida. He is ☒ personally known to me, or [] provided _____ as identification, and [] did or [] did not take an oath.

(SEAL)

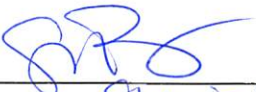



[Signature]
Notary Public, State of Florida
Print Name: Kerry Arthurs
My Commission Expires: _____
Commission Number: _____

[Signature page to Development Agreement continue on next page]




[Continuation of signature page to Development Agreement]


Print Name: Shamira Bartley


Print Name: Robyn Noren

Developer: ^{LLC} Tavistock Development Company, a Florida ~~corporation~~ ^{limited liability company}
[]

By: 
Print Name: James L. Zboril
Title: President

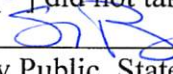
Address: 6900 Tavistock Lakes Blvd
Ste 200
Orlando FL 32827

State of Florida:
County of Broward: Orange

The foregoing instrument was acknowledged before me on Aug 27, 2018, by James L. Zboril, the President of Tavistock Development Company, a ^{LLC} ~~Florida corporation~~. He or she is [☒] personally known to me, or [] provided limited liability company as identification, and [] did or [☒] did not take an oath.

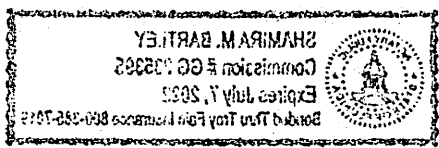
(SEAL)



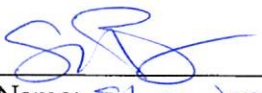

Notary Public, State of Florida
Print Name: _____
My Commission Expires: _____
Commission Number: _____

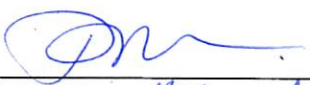
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[Continuation of signature page to Development Agreement]


Print Name: Shamira Bartley


Print Name: Robyn Naven

Pier 66 Hotel:
Pier 66 Ventures, LLC

By: 
Print Name: James L. Zboril
Title: President

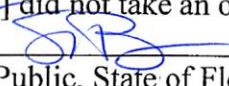
Address: 6900 Tavistock Lakes Blvd
Ste 200
Orlando FL 32827

State of Florida:
County of Broward orange

The foregoing instrument was acknowledged before me on August 27, 2018, by James L. Zboril, the President of Pier 66 Ventures, LLC, a Florida limited liability company. He or she is [☒] personally known to me, or [☐] provided _____ as identification, and [☐] did or [☒] did not take an oath.

(SEAL)




Notary Public, State of Florida
Print Name: _____
My Commission Expires: _____
Commission Number: _____

[Signature page to Development Agreement continue on next page]

Handwritten signature or initials.

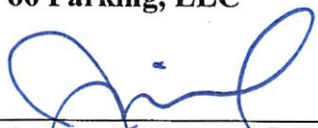
Handwritten text, possibly a date or reference number.

SHAWMAY M. BARTLEY
Commission # 00 232222
Expires July 1, 2025
Bonded thru July 1st 2025 200-202-1013



[Continuation of signature page to Development Agreement]

Pier 66 Parking:
Pier 66 Parking, LLC

By: 
Print Name: James L. Zboril
Title: President

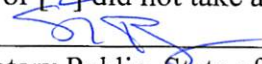
Address: 6900 Tavistock Lakes Blvd
Ste 200
Orlando FL 32827

State of Florida:
County of Broward: orange

The foregoing instrument was acknowledged before me on Aug. 27, 2018, by James L. Zboril, the President of Pier 66 Parking, LLC, a Florida limited liability company. He or she is [☒] personally known to me, or [☐] provided _____ as identification, and [☐] did or [☒] did not take an oath.

(SEAL)




Notary Public, State of Florida
Print Name: _____
My Commission Expires: _____
Commission Number: _____

[Signature page to Development Agreement continue on next page]

[Handwritten signature]

[Faint handwritten text]

[Faint handwritten text]

[Faint handwritten text]

[Faint handwritten text]

SHAMIRAM M. BARTLEY
Commission # 00203305
Expires July 7, 2025
Bonded thru TPA Insurance 660-363-1018



[Continuation of signature page to Development Agreement]

Shamira Bartley
Print Name: Shamira Bartley

Robyn Nove
Print Name: Robyn Nove

NAP:
Sails Ventures, LLC

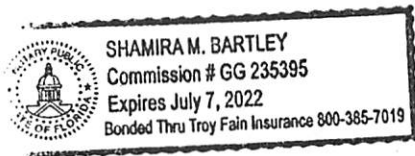
By: James L. Zboril
Print Name: James L. Zboril
Title: President

Address: 6900 Tawstock Lakes Blvd
Ste 200
Orlando FL 32827

State of Florida:
County of Broward: orange

The foregoing instrument was acknowledged before me on August 27, 2018 by James L. Zboril, the President of Sails Ventures, LLC, a Florida limited liability company. He or she is [X] personally known to me, or [] provided _____ as identification, and [] did or [X] did not take an oath.

(SEAL)



Shamira Bartley
Notary Public, State of Florida
Print Name: _____
My Commission Expires: _____
Commission Number: _____

Exhibit A-1
Legal Description for Pier 66 North

~~Tract A of KIMBERLY PLAT, according to the plat thereof recorded in Plat Book 130, page 1
of the public records of Broward County, Florida.~~

Exhibit A-2
Pier 66 Parking Legal Description

Tract A of ALLISON PLAT, according to the plat thereof recorded in Plat Book 130, page 2 of the public records of Broward County, Florida.

Exhibit A-3
NAP Pier 66 Parcel Legal Description

The land referred to herein below is situated in the County of Broward, State of Florida, and is described as follows:

All that part of Section 13, Township 50 South, Range 42 East lying between the Easterly right of way line of the Intracoastal Waterway and the Westerly boundary of the subdivision of HARBOR HEIGHTS, according to the Plat thereof, as recorded in Plat Book 34, Page 33, of the Public Records of Broward County, Florida, and bounded on the South by the extended South Boundary of said subdivision and bounded on the North by the North boundary and extended North boundary of Government Lot 8 of said Section 13.

TOGETHER WITH:

Parcel "A" and Parcel "B", all in HARBOR HEIGHTS according to the Plat thereof, as recorded in Plat Book 34, Page 33 of the Public Records of Broward County, Florida.

LESS AND EXCEPT the South 35 feet of the West 420 feet of said Parcel B, and the South 35 feet of said Parcel A, more particularly described as follows:

Begin at the Southeast corner of said Parcel B; thence West along the South Boundary of Said Parcel B a distance of 40 feet to the Point of Beginning of this description; thence West along the South boundaries of said Parcels B and A, a distance of 772.06 feet, more or less to the Northwest corner of Lot 52, Block 7 of the subdivision of HARBOUR HEIGHTS ADDITION, according to the Plat thereof, as recorded in Plat Book 35, Page 21 of the Public Records of Broward County, Florida, which point is also the Southwest corner of said Parcel A of HARBOR HEIGHTS; thence Northwesterly along the Westerly boundary of said Parcel A to a point which is 35 feet North of the extended South boundary of said Parcel A measured along a line parallel to the East boundary of said Parcel A; thence East along a line parallel to the South boundaries of said Parcels A and B a distance of 775 feet more or less to a point 40 feet West of the East boundary of said Parcel B, measured along said line; thence South along a line parallel to the East boundary of said Parcel B a distance of 35 feet to the Point of Beginning.

AND LESS AND EXCEPT that part of said Parcel B described as follows:

Begin at the Southeast corner of said Parcel B and run Northerly along the East boundary line of said Parcel B for a distance of 30 feet to a point; thence Westerly and parallel to the South boundary line of said Parcel B for distance of 20 feet to a point; thence Southerly and parallel to the East boundary line of said Parcel B for a distance of 30 feet to a point on the South boundary line of said Parcel B; thence run Easterly along the South boundary line of said Parcel B a distance of 20 feet to the Point of Beginning.

AND LESS AND EXCEPT that portion of the above-described property lying within Parcel 101 in that certain Order of Taking filed December 17, 1996 in Official Records Book 25787, Page 484 of the Public Records of Broward County, Florida, being more particularly described as follows:

That part of Parcel B of HARBOR HEIGHTS, according to the Plat thereof, as recorded in Plat Book 34, Page 33 of the Public Records of Broward County, Florida, lying in Government Lot 8, Section 13, Township 50 South, Range 42 East, being more particularly described as follows:

Commence at the Southwest corner of Parcel "A", said HARBOR HEIGHTS; thence North 05°41'01" West along the West line of said Parcel "A", a distance of 420.62 feet to the South Existing Right Of Way line of State Road A-1A (S.E. 17th Street Causeway) and the North line of said Parcel "A"; thence North 88°13'58" East along said South Existing Right of Way line, a distance of 407.70 feet to the POINT OF BEGINNING; thence continue North 88°13'58" East, along the North line of said Parcel "B" and said South Existing Right of Way line, a distance of 424.79 feet to a point on a curve concave Southwesterly having a chord bearing of South 46°13'17" East; thence Southeasterly along said curve, having a radius of 25.00 feet, through a central angle of 91°05'30", an arc length of 39.75 feet to the end of said curve; thence South 00°40'32" East, along the East line of said Parcel "B" and the West Existing Right of Way line of Harbor Heights Drive (S.E. 23rd Ave.), a distance of 29.35 feet; thence North 46°53'59" West, a distance of 22.93 feet; thence South 88°06'01" West, a distance of 11.00 feet to a point on a curve concave Northeasterly, having a chord bearing of North 82°58'19" West; thence Northwesterly along said curve having a radius of 364.17 feet, through a central angle of 17°51'20", an arc length of 113.49 feet to the end of said curve and to a point of reverse curve concave Southwesterly, having a chord bearing of North 82°54'21" West; thence Northwesterly along said curve, having a radius of 324.80 feet, through a central angle of 17°43'23", an arc of length of 100.47 feet to the end of said curve, thence South 88°13'58" West, a distance of 97.30 feet; thence North 88°46'13" West, a distance of 114.26 feet to the POINT OF BEGINNING.

AND LESS AND EXCEPT that portion of the above-described property described fully in Exhibit "C" in that certain Stipulated Partial Final Judgment recorded October 13, 2000 in Official Records Book 30932, Page 495 and referenced in Trustee's Deed to the State of Florida Department of Transportation recorded March 17, 2005 in Official Records Book 39261, Page 1558 of the Public Records of Broward County, Florida being more fully described as follows:

A portion of Parcel "B", HARBOR HEIGHTS, according to the Plat thereof, as recorded in Plat Book 34, Page 33 of the Public Records of Broward County, Florida, more fully described as follows:

Commencing at the Northwest corner of said Parcel "B"; thence North $88^{\circ}13'58''$ East, on the North line of said Parcel "B", a distance of 9.75 feet; thence Easterly on the South right-of-way line of State Road A-I-A (S.E. 17th Street Causeway) the following three (3) courses and distances: South $88^{\circ}46'13''$ East, a distance of 114.26 feet; thence North $88^{\circ}13'58''$ East, a distance of 97.30 feet to a point of curve (P.C.(1)); thence Southeasterly on a curve to the right, with a radius of 324.80 feet and a central angle of $11^{\circ}59'04''$, an arc distance of 67.94 feet to the point of termination (P.O.T.(1)) of the said three (3) courses and distances and the Point of beginning (P.O.B.); thence continuing Easterly on the said South right-of-way line the following four (4) courses and distances; continuing Southeasterly on a curve to the right, with a radius of 324.80 feet and a central angle of $05^{\circ}44'19''$, an arc distance of 32.53 feet to a point of reverse curve (P.R.C.); thence Southeasterly on a curve to the left, with a radius of 364.17 feet and a central angle of $17^{\circ}51'20''$, an arc distance of 113.49 feet to a point of tangency (P.T.(1)); thence North $88^{\circ}06'01''$ East, a distance of 11.00 feet; thence South $46^{\circ}53'59''$ East, a distance of 22.95 feet to the point of termination P.O.T. (2) of the said four (4) courses and distances; thence South $00^{\circ}43'01''$ East, on the East line of said Parcel "B", a distance of 16.23 feet to a point of cusp; thence Northeasterly on a curve to the left, whose tangent bears North $00^{\circ}43'01''$ West, with a radius of 22.00 feet and a central angle of $91^{\circ}10'58''$, an arc distance of 35.01 feet to a point of tangency (P.O.T. (2)); thence South $88^{\circ}06'01''$ West, a distance of 4.90 feet to a point of curve (P.C. (2)); thence Northwesterly on a curve to the right, with a radius of 374.17 feet and a central angle of $15^{\circ}06'14''$, an arc distance of 98.64 feet; thence North $65^{\circ}05'30''$ West, a distance of 51.06 feet to the Point of Beginning.

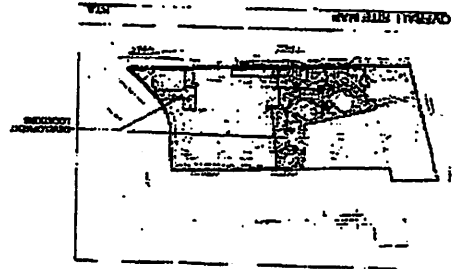
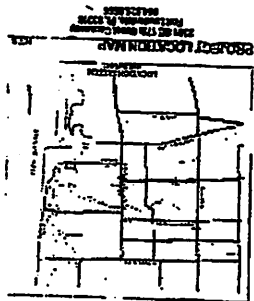
Exhibit B-1
Amendment to Previously Approved Site Plan
(Case No. 35-R-09)

PIER 66 IMPROVEMENT PROGRAM **AMENDED SITE PLAN - DRC CASE NO. 35-R-08** (AMENDMENT TO DRC CASE NO. 86-R-07)

PLANNING AND ZONING BOARD SUBMITTAL
 ISSUED: MAY 8, 2008
 PRE-PLANNING AND ZONING BOARD SUBMITTAL
 ISSUED: APRIL 22, 2008
 DEVELOPMENT COMMITTEE REVIEW SUBMITTAL
 ISSUED: FEBRUARY 22, 2008

PREPARED FOR
 2301 SE 17th Street, LLC
 2301 SE 17th Street, LLC
 Tallahassee, FL 32309

(VOLUME 1 OF 2)



INDEX

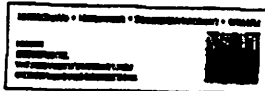
- BOUNDARY & TOPOGRAPHIC SURVEY
- SURVEY**
- INDEX**
- L-001 EXISTING KIMBERLY PLAT
- L-002 ZONING AND LAND-USE MAPS
- L-003 SITE AERIAL PHOTOGRAPH
- L-004 SITE PHOTOGRAPHS
- L-005 MASTER SITE PLAN
- L-006 PRELIMINARY CONSTRUCTION STAGING PLAN
- L-007 DETAILS
- L-008 DETAILS (REVISOR)
- L-009 DETAILS (REVISOR)
- L-010 BUILDING SECTIONS
- L-011 VALLET PARKING
- L-012 SITE PLAN (SWAP OF USES)
- L-013 SITE PLAN
- L-014 SITE PLAN (AS APPROVED IN FINAL DRC CASE NO. 86-R-07)
- L-015 SITE PLAN
- L-016 SITE PLAN
- L-017 HARDSCAPE DETAILS

- ARCHITECTURE**
- A-01 SITE PLAN
- A-02 BUILDING GARAGE PLAN
- A-03 1st LEVEL TOWER PLAN
- A-04 2nd LEVEL TOWER PLAN
- A-05 3rd LEVEL TOWER PLAN
- A-06 4th LEVEL TOWER PLAN
- A-07 TYPICAL HOTEL AND CONDO FLOOR PLANS
- A-08 BUILDING ELEVATIONS
- A-09 BUILDING ELEVATIONS
- A-10 DETAILS
- A-11 DETAILS (REVISOR)
- A-12 DETAILS (REVISOR)
- A-13 BUILDING SECTIONS
- A-14 VALLET PARKING
- A-15 SITE PLAN (SWAP OF USES)
- A-16 SITE PLAN
- A-17 SITE PLAN (AS APPROVED IN FINAL DRC CASE NO. 86-R-07)
- A-18 SITE PLAN
- A-19 HARDSCAPE DETAILS

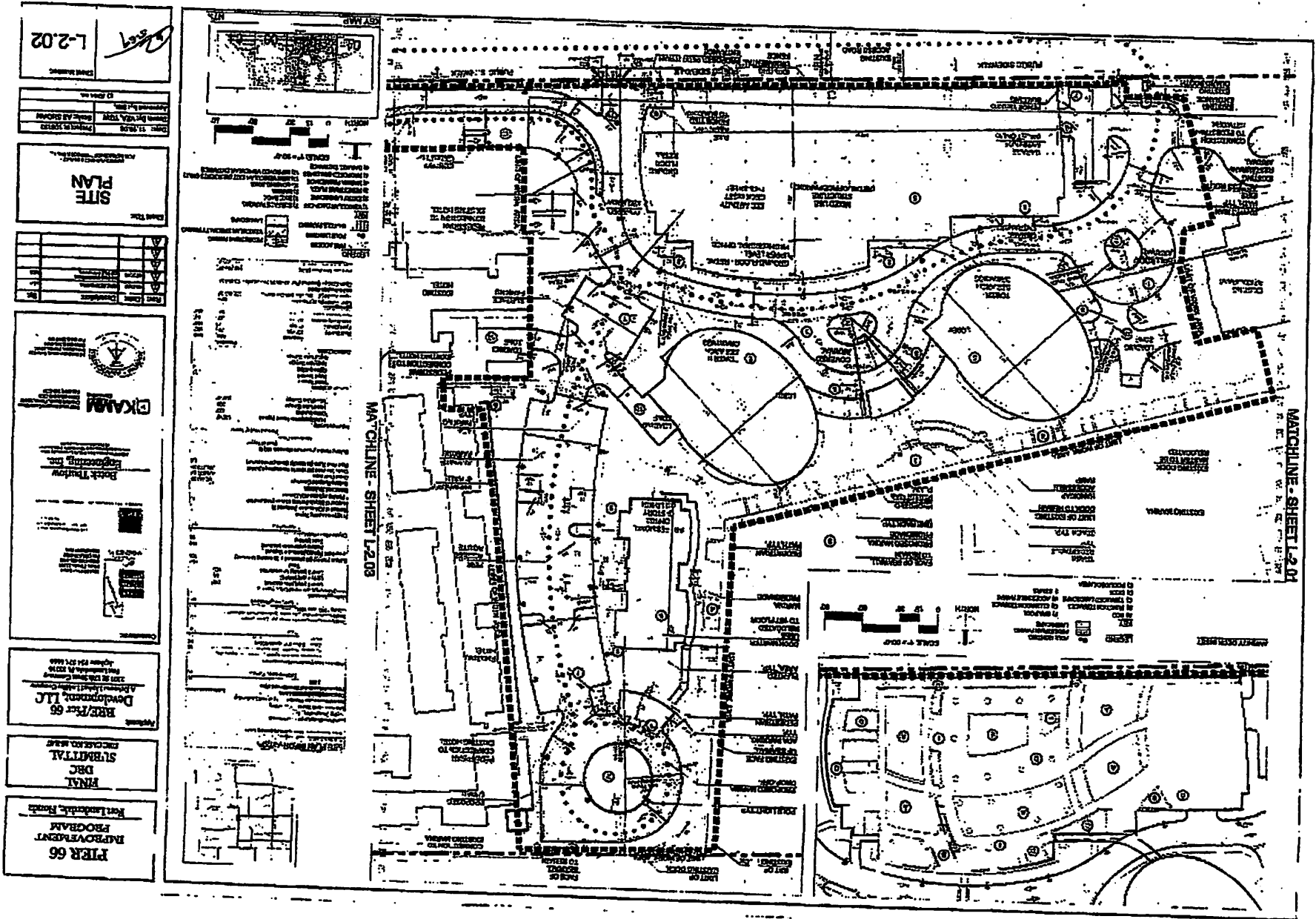
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- L-002 LANDSCAPE PLAN
- L-003 LANDSCAPE PLAN
- L-004 LANDSCAPE PLAN
- L-005 LANDSCAPE PLAN
- L-006 LANDSCAPE PLAN
- L-007 LANDSCAPE PLAN
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- L-020 LANDSCAPE PLAN

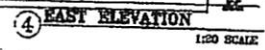
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- M-016 MECHANICAL PLAN
- M-017 MECHANICAL PLAN
- M-018 MECHANICAL PLAN
- M-019 MECHANICAL PLAN
- M-020 MECHANICAL PLAN

NOTE: THESE DRAWINGS SHOW THE EXTENT OF THE CHANGES REQUESTED IN THIS DRC APPLICATION. ALL OTHER INFORMATION IS AS APPROVED IN FINAL DRC NO. 86-R-07.



5





2007

Exhibit B-2
Second Amendment to Previously Approved Site Plan
(Case No. R15043)

FvA Linderdala, FvA

DEVELOPMENT REVIEW
COMMITTEE SUBMITTAL

2301 SE 17th Street, LLC
2301 SE 17th Street, LLC
Fort Lauderdale, FL 33316
Telephone 352 523 9943

Architect
architects
Other Producers Exposed & Associated
2005 MAY 256 Street, Miami Lakes, FL

Petersen and Landscape Architect

**Bobek Thurlow
Engineering, Inc.**
10000 15th Avenue, Suite 100
Denver, CO 80232
(303) 751-1100



Per	Date	Description	Dr	Cr
A	1/1/11	Balance		100.00
B	1/1/11			
C	1/1/11			
D	1/1/11			

12-11-75

MASTER
SITE PLAN

14. 07-259	Project #: 11211
Lesson Dr. MCG	Scale: AS 50000
Exposure By: BLS	

L-1.06

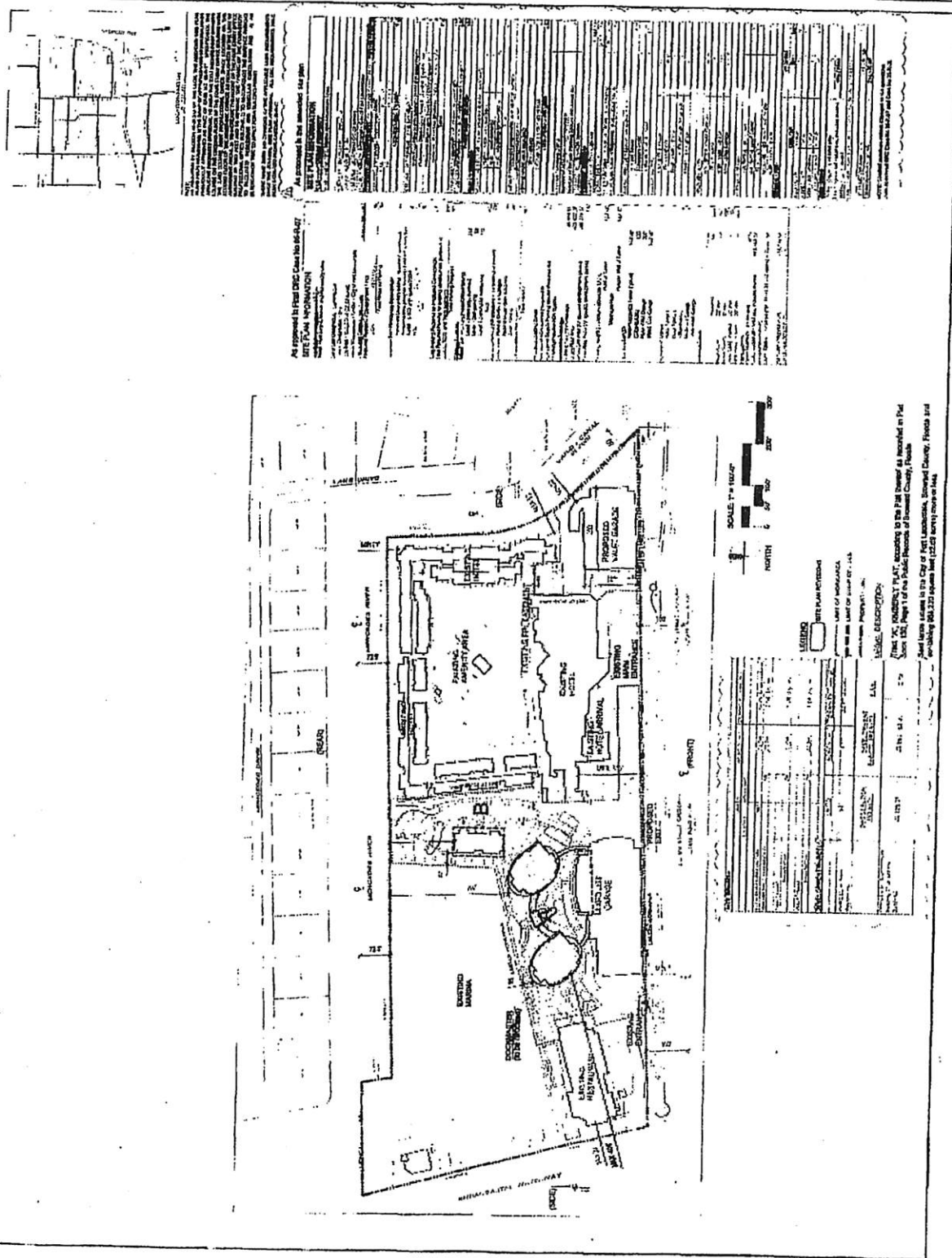
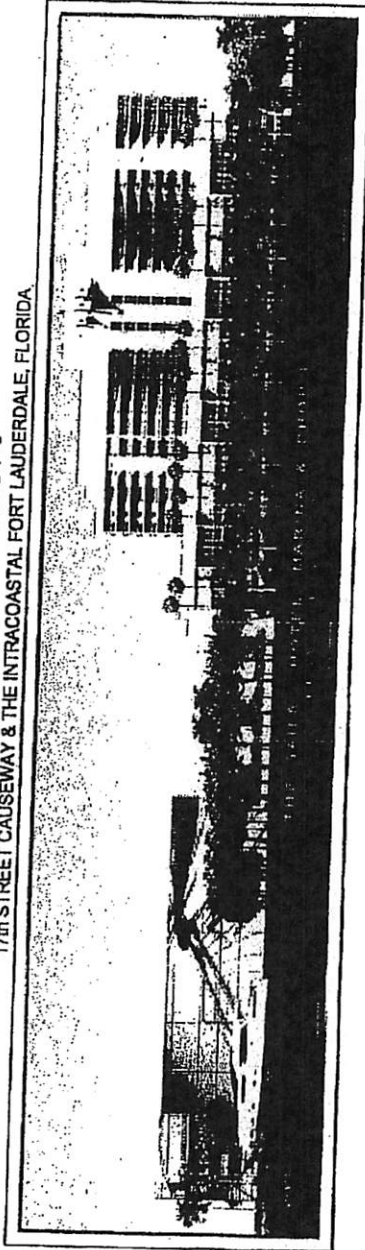


Exhibit B-3
Sails Parcel Approval

THE SAILS

HOTEL, MARINA & SHOPS

17th STREET CAUSEWAY & THE INTRACOASTAL FORT LAUDERDALE, FLORIDA



PROJECT DESCRIPTION

The Sails is a 1,000,000 sq. ft. hotel and marina development located on the Intracoastal Waterway in Fort Lauderdale, Florida. The project is a 100-acre site located on the Intracoastal Waterway, just north of the Fort Lauderdale Airport. The project is a 100-acre site located on the Intracoastal Waterway, just north of the Fort Lauderdale Airport. The project is a 100-acre site located on the Intracoastal Waterway, just north of the Fort Lauderdale Airport.

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ARCHITECTURE
Morris Architects
 4351 W. 17th Avenue, Suite 200
 Fort Lauderdale, FL 33309
 TEL: 407.293.0414
 FAX: 407.293.0415

LANDSCAPE ARCHITECTURE
Morris Architects
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 Fort Lauderdale, FL 33309
 TEL: 407.293.0414
 FAX: 407.293.0415

ELECTRICAL ENGINEERING
X-Nth
 3801 Westchase Lane
 Fort Lauderdale, FL 33309
 TEL: 407.461.1111
 FAX: 407.461.1112

NOTES ON SUBMITTALS

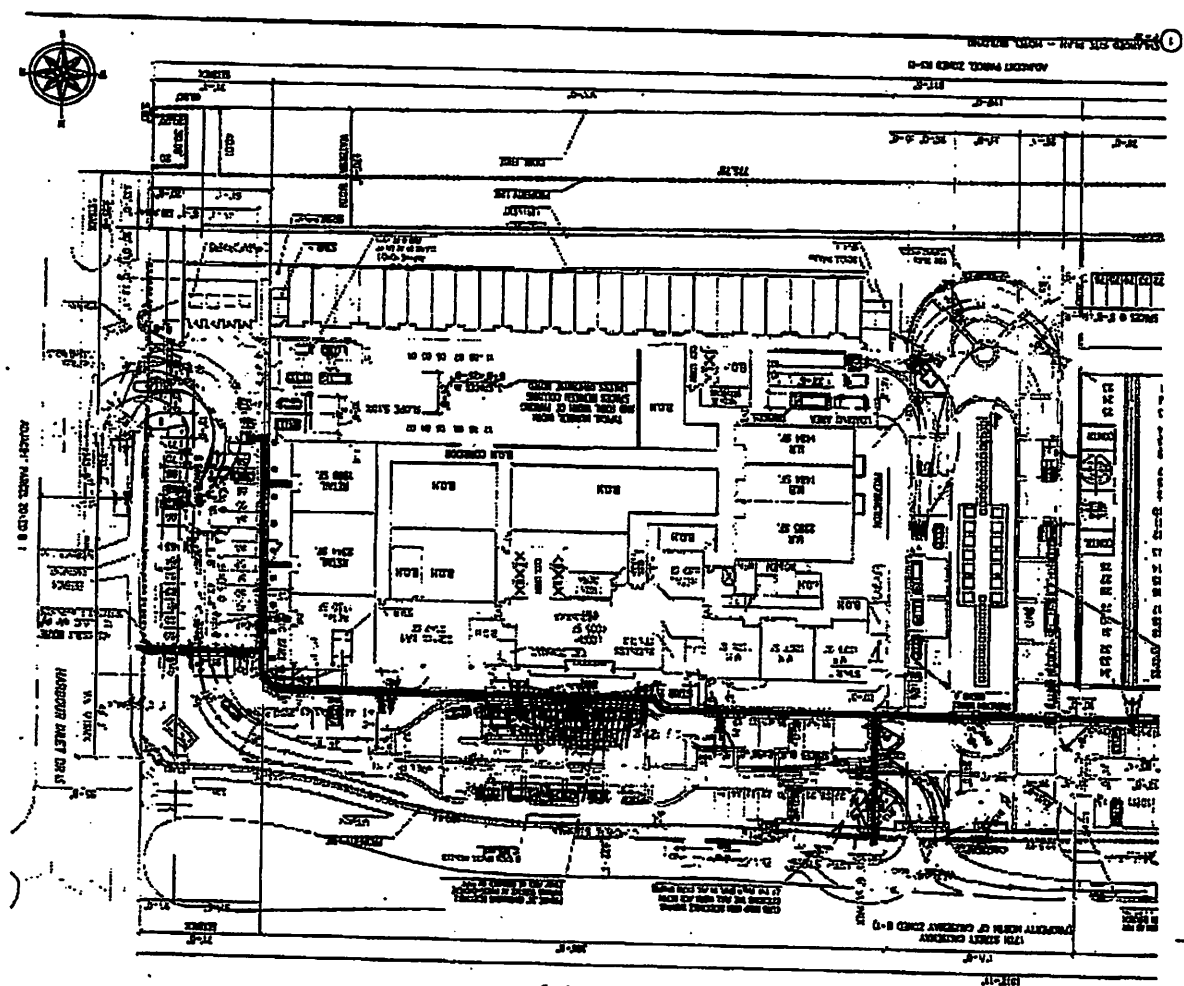
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- AS-003 Electrical Notes
- AS-004 Mechanical Notes
- AS-005 Plumbing Notes
- AS-006 Fire Protection Notes
- AS-007 Security Notes
- AS-008 Transportation Notes
- AS-009 Environmental Notes
- AS-010 Other Notes

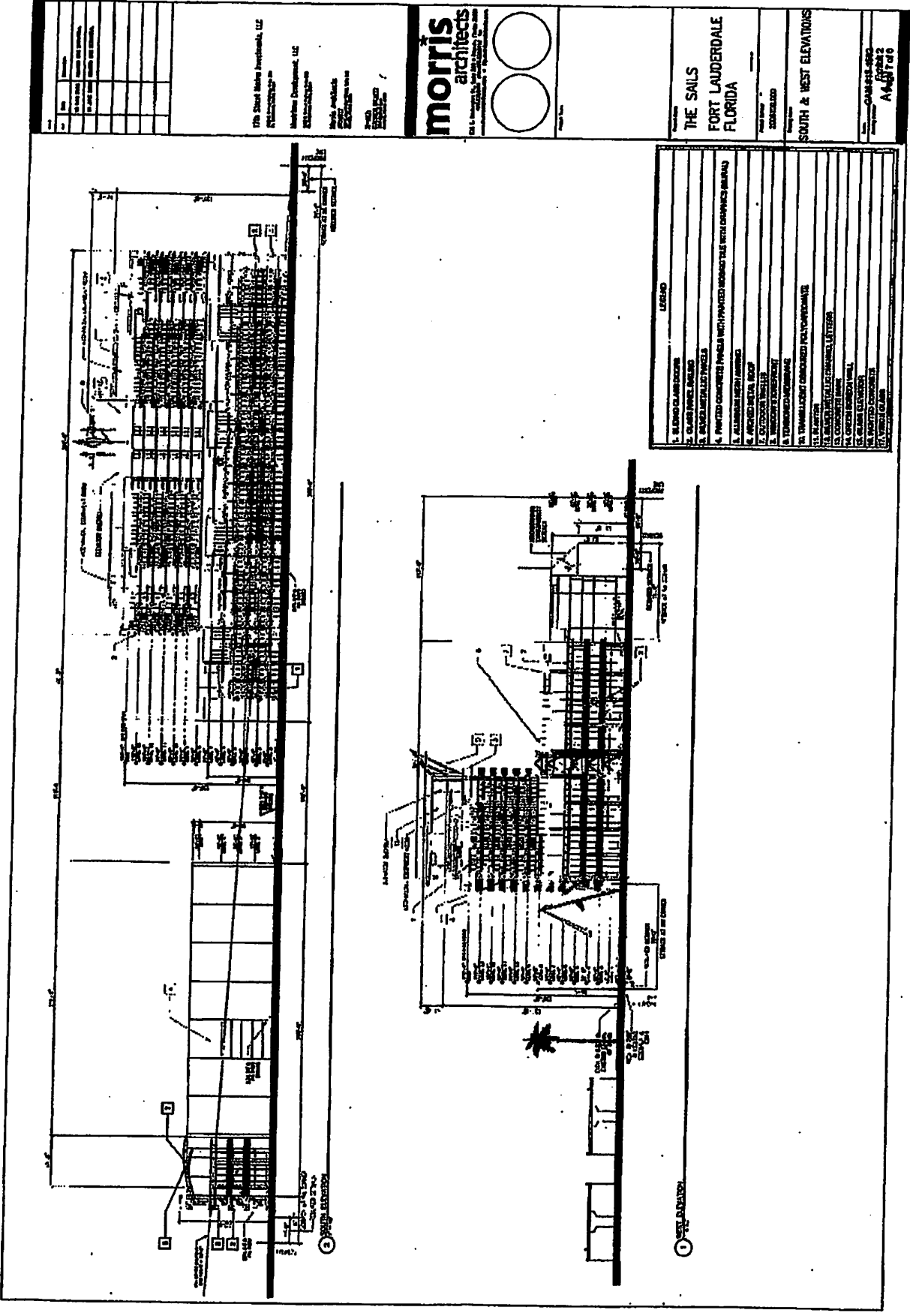
Revised: 11/11/11
 Updated: 11/11/11

Revised: 11/11/11
 Updated: 11/11/11

REVISED DRC SUBMITTAL
 13 MAY 2008

REVISED DRC SUBMITTAL
 19 JUNE 2008

[illegible]



NO.	DATE	REVISION
1		ISSUED FOR PERMITS
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175 West Main Street, Suite 1100
Fort Lauderdale, FL 33301
Tel: (305) 555-1100
Fax: (305) 555-1101
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morris architects
architects

175 West Main Street, Suite 1100
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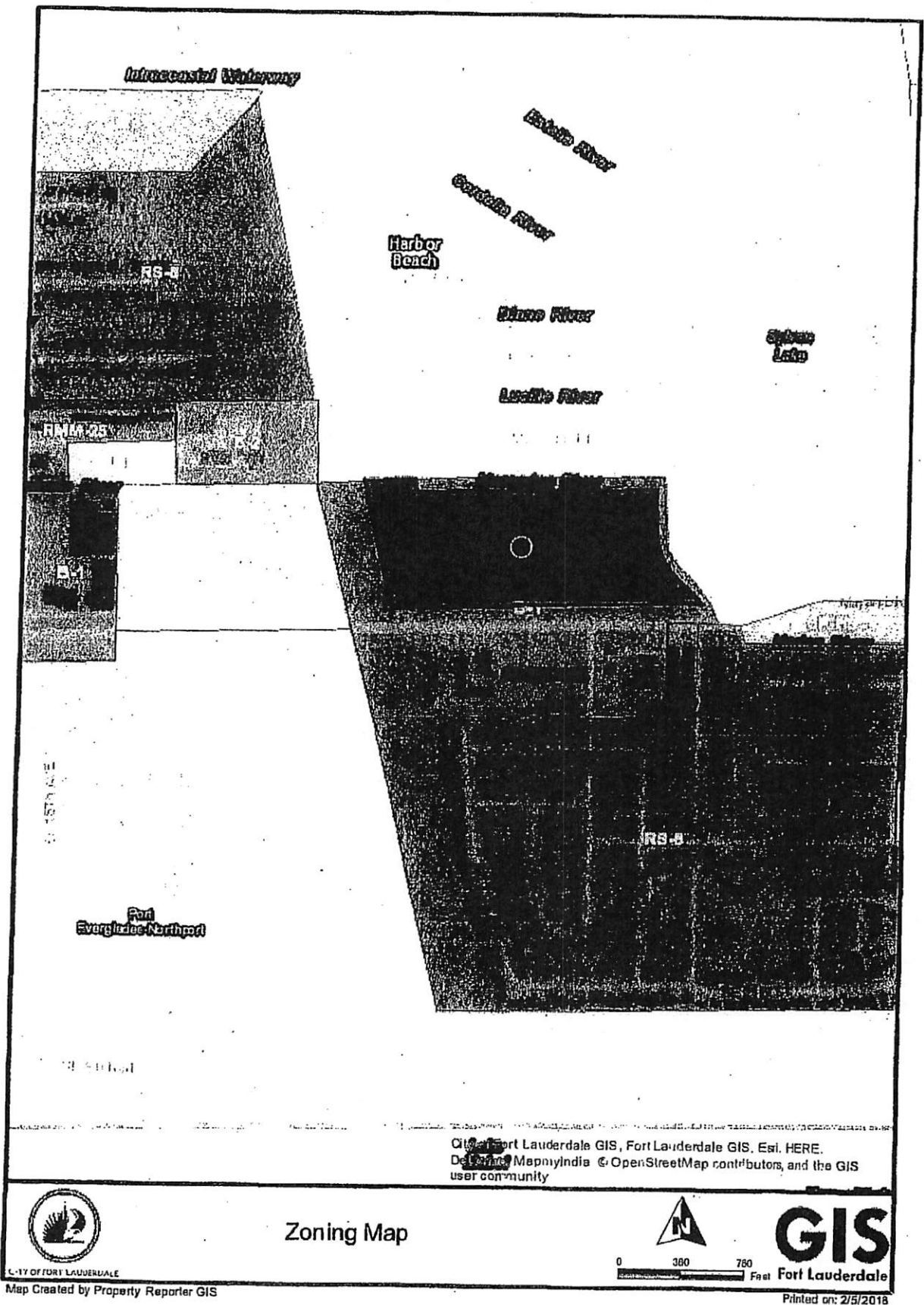
THE SAILS
FORT LAUDERDALE
FLORIDA

SOUTH & WEST ELEVATIONS

DATE: 04/15/00
DRAWN BY: J. J. JONES
CHECKED BY: J. J. JONES
APPROVED BY: J. J. JONES

LEGEND
1. EXTERIOR CLADDING
2. CLADDING PANELS
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4. PAINTED CONCRETE PANELS WITH PAINTED WOODSIDE WOOD GRAIN FINISH
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100. ALUMINUM CLADDING

Exhibit C
Current Zoning



Sec. 47-6.11. - List of permitted and conditional uses, Boulevard Business (B-1) District.

District Categories—Automotive, Boats, Watercraft and Marinas, Commercial Recreation, Food and Beverage Sales and Service, Lodging, Mixed Use Developments, Public Purpose Facilities, Retail Sales, Services/Office Facilities, and Accessory Uses, Buildings and Structures.

A.	PERMITTED USES	B.	CONDITIONAL USES: See <u>Section 47-24.3.</u>
1.	Automotive		
a.	Automotive Sales, Rental, New vehicles, see <u>Section 47-18.3.</u>		
b.	Automotive Parts & Supplies Store.		
c.	Automotive Repair Shop, including minor repair, see <u>Section 47-18.4.</u>		
d.	Automotive Service Station, see <u>Section 47-18.5.</u>		
e.	Car Wash, automatic, see <u>Section 47-18.7.</u>		
f.	Motorcycle/moped sales.		
g.	Tire Sales, including Retreading and Service.		
2.	Boats, Watercraft and Marinas		

<p>a. Marine Parts and Supplies Store.</p> <p>b. Sailmaking.</p> <p>c. Watercraft Repair, minor repair, see <u>Section 47-18.37.</u></p> <p>d. Watercraft Sales and Rental, new or used, see <u>Section 47-18.36.</u></p>	<p>a. Charter and Sightseeing Boat, see <u>Section 47-23.8.</u></p> <p>b. Hotel Marina, see <u>Section 47-23.8.</u></p> <p>c. Marina, see <u>Section 47-23.8.</u></p> <p>d. Marine Service Station see <u>Section 47-18.20.</u></p> <p>e. Watercraft Sales and Rental, new or used, on a waterway, see <u>Section 47-23.8.</u></p>
3.	<i>Commercial Recreation</i>
<p>a. Billiard Parlor.</p> <p>b. Bingo Hall.</p> <p>c. Bowling Alley.</p> <p>d. Indoor Motion Picture Theater.</p> <p>e. Performing Arts Theater.</p>	<p>a. Golf Course, Golf Range.</p> <p>b. Indoor Firearms Range, <u>Section 47-18.18.</u></p> <p>c. Miniature Golf.</p>
4.	<i>Food and Beverage Service</i>
a.	Bakery Store.
b.	Bar, Cocktail Lounge, Nightclub.
c.	Cafeteria.

d.	Candy, Nuts Store.
e.	Convenience kiosk. See <u>Sec. 47-18.43.</u>
f.	Convenience Store. See <u>Sec. 47-18.43.</u>
g.	Convenience Store, Multi-Purpose. See <u>Sec. 47-18.43.</u>
h.	Delicatessen.
i.	Food and Beverage Drive-Thru.
j.	Fruit and Produce Store.
k.	Grocery/Food Store.
l.	Ice Cream/Yogurt Store.
m.	Liquor Store. See <u>Sec. 47-18.43.</u>
n.	Meat and Poultry Store.
o.	Package Liquor Store. See <u>Sec. 47-18.43.</u>
p.	Restaurant.
q.	Seafood Store.
r.	Supermarket.

5. *Lodging*

- | | |
|----|---|
| a. | Bed and Breakfast Dwelling, see <u>Section 47-18.6.</u> |
| b. | Hotel, see <u>Section 47-18.16.</u> |

6.	<i>Mixed Use Developments</i>	
		a. Mixed Use Development, see <u>Section 47-18.21.</u>
7.	<i>Public Purpose Facilities</i>	
a.	Civic and Private Club Facility.	a. Social Service Residential Facility, see <u>Section 47-18.32.</u>
b.	Government Administration.	
c.	Hospital.	
d.	House of Worship.	
e.	Library.	
f.	Museum.	
g.	Active and Passive Park, see <u>Section 47-18.44.</u>	
h.	Public/Private Recreation.	
i.	Police and Fire Substation.	
j.	Post Office Substation.	
k.	School.	
8.	<i>Retail Sales</i>	
a.	Antiques Store.	

a.	Apparel Accessories Store.
b.	
c.	Arts & Crafts Supplies Store.
d.	Art Galleries, Art Studio.
e.	Bait and Tackle Store.
f.	Bicycle Shop.
g.	Book Store.
h.	Camera, Photographic Supplies Store.
i.	Card & Stationery Store.
j.	Cigar, Tobacco Store.
k.	Computer/Software Store.
l.	Consignment, Thrift Store.
m.	Cosmetic, Sundries Store.
n.	Department Store.
o.	[Reserved.]
p.	Fabric, Needlework, Yarn Shop.
q.	Flooring Store.
r.	Florist Shop.
s.	Furniture Store.
t.	Gifts, Novelties, Souvenirs Store.

u.	Glassware, China, Pottery Store.
v.	Hardware Store.
w.	Hobby items, Toys, Games Store.
x.	Holiday-Related Merchandise, Outdoor Sales, see <u>Section 47-18.15</u> .
y.	Home Improvement Center.
z.	Household Appliances Store.
aa.	Jewelry Store.
bb.	Lawn & Garden Center, outdoor display permitted.
cc.	Linen, Bath, Bedding Store.
dd.	Luggage, Handbags, Leather Goods Store.
ee.	Medical Supplies Sales.
ff.	Music, Musical Instruments Store.
gg.	Newspapers, Magazines Store.
hh.	Office Supplies, Equipment Store.
ii.	Optical Store.
jj.	Paint, Wallpaper Store.
kk.	Party Supply Store.

II.	Pet Store.
II-1.	Pharmacy.
mm.	Shoe Store.
nn.	Sporting Goods Store.
oo.	Tapes, Videos, Music CD's Stores.
9.	<i>Services/Office Facilities</i>
a.	Auction House.
b.	Copy Center.
c.	Check Cashing Store..
d.	Dry Cleaner, see <u>Section 47-18.12.</u>
e.	Financial Institution, including Drive-Thru Banks.
f.	Film Processing Store.
g.	Formal Wear, Rental.
h.	Funeral Home.
i.	Hair Salon.
j.	Health and Fitness Center.
k.	Instruction: Fine Arts, Sports Recreation, Dance,
a.	Adult Gaming Center, see <u>Section 47-18.42.</u>
b.	Child Day Care Facilities, see <u>Section 47-18.8.</u>
c.	Helistop, see <u>Section 47-18.14.</u>
d.	Medical Cannabis Dispensing Facilities, see <u>Section 47-18.46.</u>

Music, Theater.

l.

Interior Decorator.

m.

Laundromat, see Section 47-18.19.

n.

Mail, Postage, Fax Service.

o.

Massage Therapist.

p.

Medical Clinic.

q.

Medical/Dental Office.

r.

Nail Salon.

s.

Nursing Home.

t.

Parking Facility, see Section 47-20.

u.

Personnel Services.

v.

Pet Boarding Domestic Animals only.

w.

Photographic Studio.

x.

Professional Office.

y.

Security Systems.

z.

Senior Citizen Center, see Section 47-18.30.

aa.

Shoe Repair, Shoe Shine.

bb. Swimming Pool Supplies and Service. cc. Tailor, Dressmaking Store, Direct to the Customer. dd. Tanning Salon. ee. Tattoo Artist. ff. Trade/Business School. gg. Travel Agency. hh. Veterinary Clinic, see <u>Section 47-18.35</u> . ii. Watch and Jewelry Repair.	
10.	<i>Accessory Uses, Buildings and Structures (See also <u>Section 47-19.</u>)</i>
a.	Accessory Uses to Hotels, see <u>Section 47-19.8</u> .
b.	Automotive Sales, Used Vehicles, when accessory to a new automotive sales dealer.
c.	Catering Services.
d.	Child Day Care—Corporate/Employee Sponsors, when accessory to Professional Office, see <u>Section 47-18.8</u> .

e.	Electronic Installation, when accessory to electronic sales, only in wholly enclosed building.
f.	Film Processing, when accessory to a permitted use.
g.	Outdoor Dining and Sidewalk Café, see <u>Section 47-19.9.</u>
h.	Video Games Arcade, when accessory to a shopping center.
11.	<i>Urban Agriculture</i> See <u>Section 47-18.41.</u>

(Ord. No. C-97-19, § 1(47-6.3.2), 6-18-97; Ord. No. C-11-14, § 7, 6-21-11; Ord. No. C-12-24, § 4, 7-10-12; Ord. No. C-12-45, § 3, 12-4-12; Ord. No. C-13-29, § 1, 8-20-13; Ord. No. C-15-36, § 2, 10-20-15; Ord. No. C-17-09, § 1, 5-16-17)

Exhibit D-1
North Property Gross Trips

Table 1: Trip Generation Summary Existing Uses (North Property)

Land Use	Scale	Units	AM Peak Hour			PM Peak Hour			Saturday Peak Hour		
			Total Trips	Inbound	Outbound	Total Trips	Inbound	Outbound	Total Trips	Inbound	Outbound
Resort Hotel (LUC 330)	384	room	117	84	33	144	82	62	472	236	236
Hotel (LUC 310)	5,800	emp	4	2	2	5	3	2	6	3	3
General Office (LUC 710)	3,220	ksf	4	3	1	4	1	3	2	1	1
Quality Restaurant (LUC 831)	12,050	ksf	9	5	4	94	63	31	129	76	53
Marina (LUC 420)	127	brth	9	3	6	27	16	11	28	12	16
Health Club/Spa (LUC 492)	4,049	ksf	5	3	2	29	17	12	13	6	7
Subtotal			148	100	48	303	162	141	680	334	346

Table 2: Trip Generation Summary Proposed Uses (North Property)

Land Use	Scale	Units	AM Peak Hour			PM Peak Hour			Saturday Peak Hour		
			Total Trips	Inbound	Outbound	Total Trips	Inbound	Outbound	Total Trips	Inbound	Outbound
Resort Hotel (LUC 330)	349	room	104	75	29	128	54	72	428	215	214
Shopping Center (LUC 820)	22,000	ksf	21	13	8	84	40	44	88	51	48
Marina (LUC 420)	127	brth	9	3	6	27	18	11	28	12	16
Multifamily Housing (Mid Rise) (LUC 221)	188	du	68	17	48	86	52	33	88	44	45
General Office (LUC 710)	25,100	ksf	60	43	7	31	5	26	13	7	6
Subtotal			260	151	99	353	167	186	658	329	328

Exhibit D-2
South Property Gross Trips

Table 1: Trip Generation Summary Existing Uses (South Property)

Land Use	Scale	Units	AM Peak Hour			PM Peak Hour			Saturday Peak Hour		
			Total Trips	Inbound	Outbound	Total Trips	Inbound	Outbound	Total Trips	Inbound	Outbound
Resort Hotel (LUC 330)	350	room	104	75	29	127	55	72	431	216	215
Hotel (LUC 310)	16,100	emp	11	7	4	14	8	6	18	10	8
General Office (LUC 710)	14,400	ksf	17	15	2	17	3	14	8	4	4
Quality Restaurant (LUC 931)	11,700	ksf	9	5	4	91	61	30	125	74	51
Shopping Center (LUC 820)	17,500	ksf	16	10	6	67	32	35	78	41	38
Subtotal			157	112	48	318	159	157	661	345	318

Table 2: Trip Generation Summary Proposed Uses (South Property)

Land Use	Scale	Units	AM Peak Hour			PM Peak Hour			Saturday Peak Hour		
			Total Trips	Inbound	Outbound	Total Trips	Inbound	Outbound	Total Trips	Inbound	Outbound
Office (LUC 710)	20,000	ksf	23	20	3	23	4	19	11	8	5
Multifamily Housing (Mid Rise) (LUC 221)	200	du	68	18	50	68	62	34	81	45	48
Supermarket (LUC 850)	20,000	ksf	76	48	30	234	119	115	282	149	143
Health/Fitness Club (LUC 482)	20,000	ksf	26	13	13	85	48	37	64	31	33
Marina (LUC 420)	70	berths	5	2	3	15	9	6	15	7	8
Subtotal			198	89	99	443	232	211	473	238	235

SUBORDINATION AND CONSENT TO DEVELOPMENT AGREEMENT

(Pier 66)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, CITIBANK, N.A., a national banking association (hereinafter referred to as the "**Citibank**"), is the holder of that certain Fee and Leasehold Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated as of July 10, 2017 and recorded July 11, 2017 at Instrument Number 114492847, Public Records of Broward County, Florida (the "**Mortgage**"), which Mortgage encumbers Pier 66 North and Pier 66 Parking Parcel, as such real property is more particularly described in that certain Development Agreement (the "**Development Agreement**") by and between Tavistock Development Company, LLC, Pier 66 Ventures, LLC, Pier 66 Parking, LLC, SAILS Ventures, LLC, and the City of Fort Lauderdale ("**City**"), recorded on or about the date hereof; and

WHEREAS, the City has requested that Citibank subordinate the lien of the Mortgage to the Development Agreement.


NOW THEREFORE, in consideration of the premises hereof and of other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Citibank hereby states and declares as follows:

1. Citibank hereby consents to the provisions of the Development Agreement, provided, this Subordination and Consent shall not be construed as a joinder by Citibank in the Development Agreement or the assumption of any obligations or liability thereunder.
2. Citibank hereby agrees that the lien of the Mortgage shall hereafter be subject and subordinated to the Development Agreement.
3. The lien of the Mortgage is and shall continue to be a valid and continuing lien against: (a) the Mortgaged Property (as defined in the Mortgage), and (b) all other collateral described in the Mortgage. This Subordination and Consent shall not impair, abridge or otherwise affect the Mortgage or any of the terms and provisions thereof, which shall remain in full force and effect, or any renewal, extension or modification hereafter made thereto. This Subordination and Consent shall not be construed as a subordination to any matter or thing other than a subordination of the lien of the Mortgage to the Development Agreement.


IN WITNESS WHEREOF, Citibank has executed this Subordination and Consent in the manner and form sufficient to bind it as of this 17th day of August, 2018.

WITNESSES:


Print Name: Kenneth Patterson


Print Name: Carmen Chan

CITIBANK, N.A., a national banking association

By: 
Name: Scott DeTraglia
Title: Director

STATE OF NEW YORK
COUNTY OF NEW YORK

The foregoing instrument was acknowledged before me this 17th day of August, 2018, by Scott DeTraglia, as Director of CITIBANK, N.A., a national banking association. She/He is personally known to me or has produced driver's license as identification.

Andrew P. Smith

(Signature of Notary Public)

ANDREW P. SMITH

(Typed Name of Notary Public)

Notary Public, State of NEW YORK

Commission No. / Expiration: 4955099 NOV. 8, 2021

ANDREW P. SMITH
Notary Public, State of New York
No. 4955099
Qualified in Nassau County
Commission Expires Nov. 8, 2021

ANDREW R. SMITH
Notary Public, State of New York
No. 4955
Qualified in Nassau County
Commission Expires Nov. 8, 20__



COMMISSION AGENDA ITEM
DOCUMENT ROUTING FORM

PL 9/4/18
RUSH

Today's Date: 8/31/18

DOCUMENT TITLE: Development Agreement – Subordination and Consent to Development Agreement - Pier 66

COMM. MTG. DATE: 7/10/18 CAM #: 18-0718 ITEM #: PH-2 CAM attached: ☒ YES ☐ NO

Routing Origin: CAO Router Name/Ext: Shaniece Louis / Ext. 5036

CIP FUNDED: ☐ YES ☐ NO

Capital Investment / Community Improvement Projects defined as having a life of at least 10 years and a cost of at least \$50,000 and shall mean improvements to real property (land, buildings, or fixtures) that add value and/or extend useful life, including major repairs such as roof replacement, etc. Term "Real Property" include: land, real estate, realty, or real.

2) City Attorney's Office # of originals attached: 1 Approved as to Form: ☒ YES ☐ NO

Date to CCO: 8/31/18 LS
Initials

3) City Clerk's Office: # of originals: 1 Routed to: Gina Ri/CMO/X5013 Date: 8/31/18

4) City Manager's Office: CMO LOG #: Aug-130 Date received from CCO: 8/31/18

Assigned to: L. FELDMAN ☒ S. HAWTHORNE ☐ C. LAGERBLOOM ☐
L. FELDMAN as CRA Executive Director ☐

☐ APPROVED FOR LEE FELDMAN'S SIGNATURE ☐ N/A FOR L. FELDMAN TO SIGN

PER ACM: S. HAWTHORNE (Initial/Date) C. LAGERBLOOM
(Initial/Date) ☐ PENDING APPROVAL (See comments below)

Comments/Questions: _____

Forward 1 originals to ☒ Mayor ☐ CCO Date: 8/31/18

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

INSTRUCTIONS TO CLERK'S OFFICE

City Clerk: Retains 0 original and forwards 1 original(s) to: Shaniece Louis / CAO / Ext. 5036 (Name/Dept/Ext)

Attach _____ certified Reso # _____ ☐ YES ☐ NO Original Route form to CAO