FORT LAUDERDALE COMMUNITY REDEVELOPMENT AGENCY PROPERTY AND BUSINESS INVESTMENT IMPROVEMENT PROGRAM AGREEMENT
($225,000.00 or Less)
(Outside Focus Area)

THIS AGREEMENT is made and entered into this 14 day of June, 2019 by and between:

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

and

PATIO BAR AND PIZZA, LLC., a Florida Limited Liability Company, hereinafter referred to as "Developer",

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

WHEREAS, the Program was subsequently amended by Motion on June 7, 2016 and on April 17, 2018; and

WHEREAS, the Developer has entered into a Lease with Urban North, LLC (the "Owner"), the owner of the Project Site, which will receive a substantial benefit from improvements to the Property; and

WHEREAS, the Owner, who is also a part business owner in the bar-restaurant and a financial backer, agrees and consents to execute a third Mortgage to encumber the Property to secure the obligations under this Agreement and to secure the Note as described herein; and

WHEREAS, the Developer occupies a Project Site with an existing building and desires to renovate the building to be used as a full-service bar and pizza restaurant; and

WHEREAS, to encourage the development within the Area, the

Agency will contribute funds to be applied to completion of the Project; and

WHEREAS, on April 9, 2019, the Advisory Board, as defined below, recommended approval of funding for this Project for funds under the Program; and

WHEREAS, on _____, 2019, the Agency recommended approval of funding for this Project under the Program.

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

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

ARTICLE 1
RECITALS

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

ARTICLE 2
DEFINITIONS

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

2.2 Advisory Board. The Northwest-Progresso-Flagler Heights Redevelopment Advisory Board.

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

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

2.5 Agency Funds or Funding. The lesser of Two Hundred Twenty-Five Thousand and 00/100 Dollars ($225,000.00) or 75% of the Project Improvement Cost.

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

2.7 Area or Community Redevelopment Area. The community redevelopment area, known and referred to as the Northwest-Progresso-Flagler Heights Redevelopment Area, located within the corporate limits of the City and constituting an area in which conditions of blight exist and in which the Agency may carry out community redevelopment projects pursuant to Part III, Chapter 163, Florida Statutes, as amended, as found and declared by the City Commission in this Resolution No. 95-86 adopted on June 20, 1995, as amended by Resolution No. 01-121, adopted on July 10, 2001, and established as the area of operation of the Agency by Resolution No. 95-86 and for which a community redevelopment plan for the Northwest Progresso Flagler Heights Redevelopment Area was approved by the City Commission in Resolution No. 95-170 on November 7, 1995, as amended on May 15, 2001 by Resolution No. 01-86 and as subsequently amended by Resolution 13-137 ("Plan") and as amended by Resolution 16-52 on March 15, 2016.

2.8 Authorized Representative. For Agency, the Executive Director of the Agency. For Developer, Brian Parenteau, Manager. The Authorized Representative shall be the person designated and appointed to act on behalf of a party as provided in this Development Agreement. In the administration of this Agreement, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the Authorized Representative to the extent not in conflict with the terms of this Agreement.

2.9 Building Permit. The one or more permits, required by the City or any other applicable governmental authority having jurisdiction over the Project, to be issued after the Permits have been obtained, but required before commencement of any construction of the Project, including demolition of any structure located on the Project Site.

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

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

2.12 Commencement Date. The date upon which the Developer issues a notice to proceed to the Contractor to commence construction of the Project, which date shall be identified by the Developer in a notice to Agency.

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

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

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

2.16 Construction Period. The period of time beginning on the Commencement Date and ending on the Completion Date, as provided in the Project Schedule.

2.17 Developer. Patio Bar and Pizza, LLC., a Florida Limited Liability Company.

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

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

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

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

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

2.23 Florida Statutes. References to Florida Statutes herein are to Florida
Statutes (2016), as same shall be amended from time to time.

2.24 Force Majeure. The following described events that for the purposes of Article 15.1 of this Agreement result in delays in any performance contemplated by and set forth in this Agreement: fire, flood, earthquake, hurricane; unavailability of labor, materials, equipment or fuel; war, declaration of hostilities, terrorist attack, revolt, civil strife, altercation or commotion, strike, labor dispute, or epidemic; archaeological excavation; lack of or failure of transportation facilities; any law, order, proclamation, regulation, or ordinance of

any government or any subdivision thereof except the City, or acts of God.

2.25. Full Time Equivalent (FTE) Job Hours. Each and every hour for all full or part time employees hired by the Developer for which an employee is paid or entitled to be paid due to vacation, holiday, illness, incapacity (including disability, layoff, jury duty, military duty or leave of absence).

2.26. Job Creation Requirement. As used herein, Job Creation Requirement means 29,120 FTE Job Hours, and encompasses (a) each and every hour for all full and part-time employees hired by Developer, Patio Bar and Pizza, LLC, who reside in the NPF Community Redevelopment Area at the time of hire or who subsequently move into the NPF Community Redevelopment Area after being hired.

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

2.28 Project Improvement Cost. Costs for the Project that are eligible for reimbursement with Agency Funds as shown on Exhibit "D" up to a maximum of 75% of the total Project Improvement Costs for the Project or $225,000, whichever is less, including the cost of material and labor for building and site improvements contemplated by this Agreement, development permitting cost and architectural and engineering design fees. The Developer has represented that the Project Improvement Cost is approximately $657,800. An updated accounting of the Project Improvement Cost will be provided to the Agency in conjunction with Developer reimbursement request for Agency Funds.

2.29 Loan Closing Date/ Closing Date/Forgivable Loan Closing Date. The date the Developer and Agency close on the Agency Funding for the forgivable loan as described in Article 6.1, which date shall be no later than as provided in the Project Schedule.

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

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

2.32 Project. Improvements to both the interior and exterior structure

located at 901 Progresso Drive, Fort Lauderdale, more particularly described in Exhibit "B"' which shall improve and enhance the business operations of Patio Bar and Pizza, LLC. The Developer shall own, operate and manage a full-service bar and pizza restaurant.

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

2.34 Project Site. The property located at 901 Progresso Drive, Fort Lauderdale, FL and more particularly described in Exhibit "A".

2.35 Property Owner: Urban North, LLC, a Florida limited liability company wholly owned by Jay Adams, who is also a part business owner and financial backer of Patio Bar and Pizza, LLC.

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

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

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

ARTICLE 3
FINDINGS

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

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

See Exhibit "A" attached hereto
and made a part hereof,

and more generally known as:

901 Progresso Drive, Fort Lauderdale, FL 33304

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

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

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

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

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

ARTICLE 4
PROJECT SITE

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

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

4.3 The Developer covenants and agrees with the Agency that it and its principal owners shall continue to own the Project Site for a period of no less than five (5) years commencing on the Project Completion Date. During this five year period, the Developer agrees to submit on the annual anniversary of the Effective Date of the Agreement an affidavit executed by the Developer that the Project has not been sold. The project shall be used only for non-residential uses unless approved by the Agency. Further Developer agrees that the building shall not be used for those non permitted uses as provided in Section 47-12 of the ULDR and shall not be used for the following (i) "adult uses" as such term is defined in Section 47-18.2 of the ULDR; (ii) tattoo parlors; or (iii) massage parlors (other than as an ancillary use to a health club or beauty salon or beauty space;

or (iv) liquor store or bar; or convenience kiosk as provided in the ULDR, during a five (5) year term commencing on Project Completion Date and will execute at Closing a restrictive covenant to be recorded in the public records of Broward County evidencing these restrictions.

ARTICLE 5
PROJECT PLANS AND GOVERNMENTAL APPROVALS

5.1 Site and Project Plans.

(a) The Developer will submit the project plans to the City, if required by and in accordance with the Unified Land Development Regulations and will diligently continue the review process until the project plans are approved by the City. The project plans shall be in substantial compliance with graphic representations of the Project by the Developer attached as Exhibit B.

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

5.3 Agency Assistance.

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

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

ARTICLE 6
PROJECT FINANCING

6.1 Project Financing. The Developer represents that in addition to Agency funds it will fund the remainder of the Project through its own funds or through an additional project lender.

6.2 Agency Funds-Forgivable Loan.

(a) Pursuant to the Agency's Program and the calculations submitted by the Developer and in consideration of the Developer developing the Project in accordance with the terms of this Agreement, the Agency agrees to loan to the Developer for the Project the lesser of an amount not to exceed $225,000.00 or 75% of the total Project Improvement Cost.

6.3 Interest Rate. The interest rate on the Principal amount of the loan shall be zero percent (0%) per annum, except in any event of default as described in Paragraph 15.

6.4 Term of Repayment. Payment on the principal amount of the loan shall not be required so long as the Developer meets the minimum Job Creation Requirement as set forth in Article 18, operates its current business on the property, the property is not sold or transferred and is maintained as the Project and not in default, for a five (5) year period following the Completion Date. Provided the conditions set forth herein are met, the loan will be forgiven five (5) years after the Project Completion Date. Repayment will become due and payable upon sale, or transfer of the Property during the five (5) year period, or upon failure to meet the Job Creation Requirements as set forth in Article 18 or so much as shall be outstanding after giving credit for approved Job FTE Hours or a default of the terms of this Agreement occurs. The maximum legal interest rate shall be applied to the principal amount due and owing commencing thirty (30) days after the date of an event of default. If no sale, transfer or other event of default occurs during the five (5) year period and the Job Creation Requirements are met, the terms of this encumbrance shall be satisfied and the Developer shall be issued a Satisfaction of Mortgage executed by the Agency.

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

The total amount of Agency Funds shall be calculated at the time of Closing. In no event will the Agency Funds exceed the lesser of $225,000.00 or 75% of the total Project Improvement Cost.

(b) Additional Conditions Precedent to the Agency's Obligation to Pay the Agency Funds. The duty of the Agency to pay the Agency Funds, and Agency's other duties under the terms, covenants, and conditions of this Agreement, are expressly subject to the fulfillment to the satisfaction of, or waiver as provided herein, prior to Closing of any of the Agency Funds of the conditions precedent

set forth in this subsection (d). The Developer hereby covenants and agrees to satisfy each of the following obligations on or before the Closing Date, unless waived in writing by the Agency as to each covenant to be performed by the Developer.

The Developer shall have shown:

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

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

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

(4) A Construction Contract with the Contractor for construction of the Project, a copy of which shall have been delivered to and approved by the Agency on or before the Closing Date. If the Agency is funding more than 60% of the Project Improvement Cost, then the Contractor must be selected from the Agency's approved list of Contractors. If the Developer does not use an approved Contractor, then funding is limited to 60% of the Project Improvement Cost. Further, if the Developer does not use an approved Contractor, then it must secure a minimum of two cost estimates from licensed and insured contractors and payment shall be made on a reimbursement basis only. In addition, the Contractor and scope of work must be selected and approved in accordance with the Agency's procurement policies and procedures.

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

(6) The Developer executes a mortgage and UCC-1 statement, if necessary, in substantially the form attached as Exhibit "E" securing the Agency Loan in the total amount to be provided by the Agency as provided in this Agreement and Developer executes a note payable to Agency in substantially the form attached as Exhibit "F".

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

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

(9) Proof of all applicable insurance; and

(10) Proof of recording of a Notice of Commencement in the public records of Broward County, Florida according to Chapter 713, Florida Statutes; The Agency shall be listed on the Notice of Commencement as a party to receive Notice to Owners;

(11) Execution and delivery of a written Lease with a minimum five (5) year term commencing from the date of Project Completion by and between the Developer and Urban North, LLC on the Project Site.

(c) It is understood and agreed that in the event that any of the conditions precedent provided in subsections (1) through (11) have not been met as provided on or before the Closing Date, then this Agreement may be terminated by Agency and be of no further force and effect.

(d) Security. City shall secure the loan for this Agreement with a third mortgage on the Project Site. Owner does unconditionally and irrevocably hereby grant, convey, transfer, bargain and assign to Agency a continuing first priority security interest in and a lien upon all of the Owner's and Developer's, title and interest in and to the assets of Owner and Developer located, situated and wherever present in the State of Florida, whether now owned or hereafter acquired (collectively "Collateral" or "Property"):

Whether such Collateral shall be presently in existence or whether it shall be acquired or created by Owner or Developer at any time hereafter, to remain in force so long as Developer is, in any manner, obligated to Agency.

Such security interest shall give Agency a continuing lien in, on, and to all said Collateral, and the products thereof, and any replacements, additions, accessions, or substitutions thereof, after-acquired property, and the accounts or proceeds or products arising from the sale of disposition of any Collateral of Owner or Developer, including any returns thereof including, where applicable, the proceeds of insurance covering said Collateral or tort claims in connection with the Collateral or any substitutions, renewals and replacements therefore and all rights to receive any monies, payments or distributions from any person or source whatsoever in respect of the foregoing.

6.5 Closing. The Closing shall occur in the office of the Agency at which time evidence of all requirements shall be submitted and confirmed by the parties in writing. All applicable recording cost and taxes shall be paid by the Agency.

ARTICLE 7
PROJECT CONSTRUCTION

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

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

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

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

ARTICLE 8
ADDITIONAL FUNDS

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

ARTICLE 9
DISBURSEMENTS

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

9.2 Agency Funds provided herein shall be given to the Developer on a reimbursement basis with a maximum of three request from the Developer upon receipt and review of invoices, for each draw request, from the Developer for material or services paid for by the Developer, with supporting documentation in

the form of cancelled checks paid by the Developer, an updated accounting of Project Improvement Cost and partial or final releases and/or waivers of liens from all subcontractors or lienors providing notice to owner. The first reimbursement may be requested when the Project is 33.3% completed. The second reimbursement may be requested when the project is 66.6% complete. The third (final) reimbursement may be requested when the project is 100% complete. Each invoice for reimbursement shall also be accompanied by proof of inspections and approvals by the Building Official for the Project, final or partial releases by the Contractor or subcontractors, lienors or materialmen customary to construction industry and upon final disbursement, a Final Certificate of Occupancy or Completion. Upon approval of the invoices by Agency staff, payment shall be made payable to the Developer. If the Agency is funding more than 60% of the Project Improvement Cost, then the Contractor must be selected from the Agency's approved list of Contractors. If the Developer does not use an approved Contractor, then funding is limited to 60% of the Project Improvement Cost. Further, if the Developer does not use an approved Contractor, then it must secure a minimum of two cost estimates from licensed and insured contractors and payment shall be made on a reimbursement basis only.

ARTICLE 10
MAINTENANCE, REPAIR AND REPLACEMENT

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

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

10.3 Project Alterations or Improvements. Before the Completion Date, the Developer may, from time to time, make such alterations and improvements, structural or otherwise, to the Project as the Developer deems desirable and in accordance with the Site and Project Plan and the Plans and Specifications; provided, however, that prior to the commencement of any such alterations or improvements of sufficient size and scope as to require a Building Permit, the Developer shall submit its plans and specifications for such alterations or improvements to the Agency for review in accordance with the appropriate provisions of this Agreement and receive approvals thereof from the Agency, City

or both, as required by the Unified Land Development Regulations prior to undertaking such alterations and improvements.

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

ARTICLE 11
INSURANCE

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

(a) During the Construction Period, the Developer, at its expense, shall keep all of the insurable buildings, property and equipment located on the Project Site insured under a Builder's Risk Insurance policy providing for "all risk property coverage" for loss or damage including the perils of fire, wind, flood, tropical storm or hurricane, theft, vandalism and malicious mischief. Such insurance shall be in a face amount not less than one hundred percent (100%) of the cost of construction of the Project, as set forth in the Construction Contract, and the insurer shall be obligated to pay one hundred percent (100%) of the cost of restoring the improvements constructed, from time to time, during the Construction Period. Each insurance policy shall include the Agency and such project lenders as request it as insured, as the interest of each may appear, and shall provide for loss to be payable to Developer or, to the extent required under the Project Financing, the project lenders.

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

feasible, the Developer shall repair any damage or destruction to the Project. Each insurance policy shall name the Agency and such project lenders as request it as additional insured and loss payee, as the interest of each may appear, and provide for the loss to be payable to the Developer or, to the extent provided, the project lenders.

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

(d) After any Completion Date and during the term of this Agreement, the Developer shall secure and maintain, or cause to be secured and maintained, in full force and effect, commercial general liability insurance, in an amount not less than $500,000 per occurrence, and including coverage for premises, completed operations, independent contractors, broad form property damage and personal injury from any and all claims for damages for injury to persons or death, or for damage to any property of the Agency or the public which may arise out of the Developer's use and occupancy of the Project Site and the operation of the project on the Project Site. Developer may provide this insurance by adding the Agency and their agents and employees as an "additional insured" on any and all policies provided.

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

(f) The Developer, Contractor and all subcontractors shall each secure and maintain in full force and effect Workers' Compensation insurance, if applicable, for all their respective personnel, employed at the site of the work or in any way connected with the work that is the subject of this Agreement if such insurance is required by law to be provided. The insurance required by this provision shall comply fully with the Florida Worker's Compensation law shall include statutory

limits on worker's compensation, as well as Employees Liability Insurance with limits of no less than $500,000.00 per occurrence.

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

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

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

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

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

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

such deductible provision pursuant to this Article 11.6, within thirty (30) days of the notice from the Developer as required by this Article 11.6, such failure shall be deemed an approval of such deductible provision by the Agency.

ARTICLE 12
REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE DEVELOPER

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

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

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

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

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

condition of the Developer.

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

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

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

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

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

(2) construction of the Project;

(3) financing necessary to complete the Project;

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

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

(c) The Developer shall use, or cause to be used, and operate or cause to be operated, the Project in accordance with this Agreement. All other principal or accessory uses are prohibited unless expressly permitted by the Agency pursuant to Developers request. This restriction may, in the discretion of the Agency, be included in restrictive covenants running with the land, executed by Developer and recorded in the Public Records of Broward County.

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

12.3. Developer Good Faith Efforts: The Developer shall use Good Faith

Efforts in hiring employees for its business from the Northwest-Progresso Flagler-Heights Community Redevelopment (NPF CRA) Area. Developer will be required to report to the Agency annually on its hiring efforts for a period of five (5) years following Project Completion by providing a report on a form prepared by the Authorized Representative. Good faith efforts means that the Developer through their solicitation and advertising for jobs have tried to hire employees from the NPF CRA Area.

ARTICLE 13
REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE AGENCY

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

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

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

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

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

contemplated hereunder or the financial condition of the Agency.

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

ARTICLE 14
DEFAULT; TERMINATION

14.1 Default by the Developer.

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

(1) The Developer shall fail to perform or comply with any provision of this Agreement and such failure materially and adversely affects the successful and timely development and completion of the Project or materially and adversely affects the rights, duties or responsibilities of the Agency under this Agreement and such failure shall continue for more than sixty (60) days after the Agency shall have given the Developer written notice of such failure (hereinafter sometimes referred to as the "non-monetary default cure period"); provided, however, that if such failure can reasonably be cured within said sixty (60) days of said notice by the Agency, then the event of default under this paragraph shall be suspended if and for so long as the Developer proceeds diligently to cure such default within the said sixty (60) days and diligently continues to proceed with curing such default until so cured.

(2) Developer fails to complete the Project by the date shown in the Project Schedule, unless extended by the Agency.

(3) Developer sells or otherwise transfers the Property prior to the expiration of a five (5) year term as described in this Agreement.

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

name, title and address of project lender by Developer as a condition of this obligation not to terminate.

(c) If, as to non-monetary defaults, such event of default is of such nature that it cannot be completely cured within such time period, then if Developer shall not have commenced to cure such default within such time period and shall not continue to diligently prosecute such cure to completion within such reasonable longer period of time as may be necessary, then the Agency, for events of default described in subsection (a) above, may, pursue any and all legal remedies (excluding therefrom the right to pursue consequential punitive and incidental damages and "loss of projected tax revenue"), equitable remedies of specific performance, injunctive relief or rescission to which the Agency is entitled, including terminating any disbursements of funds by the Agency hereunder. In the event of a default which has not been cured, the forgivable loan, shall be due and payable in full, notwithstanding the creation or acceptance of FTE Job Hours.

14.2 Default by the Agency; Remedies.

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

(b) Upon the occurrence of an event described in Article 14.1(a), but subject to the rights of any project lender, the Developer may, at any time thereafter, at its election either institute an action for specific performance of the Agency's obligations hereunder, or other injunctive relief, to the fullest extent permitted by law, or give a written notice of termination of this Agreement to the Agency, and on the date specified in such notice, which shall be not less than forty-five (45) days, this Agreement shall terminate and all rights of the Agency hereunder shall cease and the Developer shall be released from any and all obligations hereunder, unless before such date sums payable to the Developer under this Agreement shall have been paid and all other defaults by the Agency hereunder existing at that time shall have been remedied, including, without limitation, such damages or suits for damages to which the Developer may be entitled as a result of any breach or event of default by the Agency. Notwithstanding, in any action, suit, cause of action or litigation for damages, the Agency liability shall not

exceed $50,000.00 which shall include reasonable attorney's fees and costs.

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

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

ARTICLE 15
FORCE MAJEURE

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

ARTICLE 16
INDEMNIFICATION

16.1 Indemnification.

(a) The Developer agrees to indemnify, defend and hold harmless the Agency, its respective agents, officers, or employees from any and all liabilities, damages, penalties, judgments, claims, demands, costs, losses, expenses or attorneys' fees through appellate proceedings, arising out of this Agreement, or by reason of any act or omission of the Developer, its agents, employees or

contractors arising out of, in connection with or by reason of, the performance of any and all obligations covered by this Agreement, or which are alleged to have arisen out of, in connection with or by reason of, the performance of any and all obligations covered by this Agreement, or which are alleged to have arisen out of, in connection with, or by reason of, the performance or non-performance of such obligations. Developer further agrees to investigate, handle, respond to, provide defense for, and defend (with counsel selected by Agency) any such claims at its sole expense and agrees to bear all other costs and expenses related thereto even if the claim is groundless, false or fraudulent and if called upon by the Agency, Developer shall assume and defend not only itself but also the Agency in connection with any claims, suits or causes of action, and any such defense shall be at no cost or expense whatsoever to Agency, provided that Agency, exercisable by Agency's General Counsel (the "Risk Manager") shall retain the right to select counsel of its own choosing.

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

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

ARTICLE 17
MISCELLANEOUS

17.1 Notices.

(a) Unless and to the extent otherwise provided for in this Agreement, all notices, demands, requests for approvals or other communications which may be or are required to be given by either party to the other(s) in writing shall be deemed given and delivered on the date delivered in person or on the fourth (4th) business day after being mailed by registered or certified mail, postage prepaid, return receipt requested, or on the first (1st) business day after being sent by nationally recognized overnight courier service and addressed:

DEVELOPER: Patio Bar and Pizza, LLC
c/o Brian Parenteau, Manager
901 Progresso Drive
Fort Lauderdale, FL 33304

With a Copy to: Jay Adams, as Owner of
Urban North, LLC
919 SE 6th Court
Fort Lauderdale, FL 33301

AGENCY: Fort Lauderdale Community Redevelopment Agency

100 North Andrews Avenue, 7th Floor
Fort Lauderdale, FL 33301
Attention: Executive Director

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

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

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

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

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

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

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

17.7 Submission to Jurisdiction.

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

of such action is improper or that the subject matter thereof may not be enforced in or by such courts.

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

17.8 Estoppel Certificates. The Developer or the Agency shall, from time to time, upon not less than twenty (20) days prior notice by any other party to this Agreement, execute, acknowledge and deliver to the other parties a statement in recordable form certifying that this Agreement is unmodified and in full force and effect (or if there has any modification that the same as so modified is in full force and effect and setting forth such modification), the dates to which any charges have been paid in advance, if any, and, to the knowledge of such party, that neither it nor any other party is then in default hereof, (or if a party is then in default hereof, stating the nature and details of such default) and certifying as to such other matters as are reasonably requested by the party requesting the statement in question. The Authorized Representative of the party is authorized to execute such statement on behalf of such party. It is the intent of the parties hereto that any such statement delivered pursuant to this Article may be relied upon by the other parties hereto and current or prospective project lenders or any prospective purchaser, mortgagee, assignee of any mortgage or assignee of the respective interests in the Project, if any, of either party hereto. It is agreed that Developer shall pay Agency for the time and costs associated with the production of an estoppel letter and shall pay to Agency's estimated cost of producing the letter prior to Agency commencing the production of such letter.

17.9 Captions. The Article and Section headings and captions of this Agreement and the table of contents preceding this Agreement are for convenience and reference only and in no way define, limit, or describe the

scope or intent of this Agreement, or any part thereof, or in any way affect this Agreement, or construe any Article or Section hereof.

17.10 Successors and Assigns.

(a) The Developer may not assign any or all of its rights, duties and obligations under this Agreement to any other person unless and until the Agency has agreed to such assignment. The Agency may assign this Agreement to the City or to any successor to the Agency at any time without any prior approval by the Developer, provided that notice of such assignment shall be given by the Agency to the Developer as provided in Article 17.1.

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

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

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

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

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

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

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

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

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

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

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

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

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

17.23 Audit Right and Retention of Records. Agency shall have the right to audit the books, records, and accounts of Developer that are related to this Agreement. Developer shall keep, and such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. All books, records, and accounts of Developer shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, Developer shall make same available at no cost to City in written form.

Developer shall preserve and make available, at reasonable times for examination and audit by Agency in Broward County, Florida, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida public records law, Chapter 119, Florida Statutes, as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida public records law is determined by City to be applicable to Developer shall comply with all requirements thereof; however, Contractor and Contractor's subcontractors shall violate no confidentiality or non-disclosure requirement of either federal or state law. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for Agency's disallowance and recovery of any payment upon such entry.

The Developer shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract.

17.24 Public Records. Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Chapter 119, Florida Statutes, as same may be amended from time to time and any resultant award of attorney's fees for non-compliance with that law.

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

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

(b) Upon request from Agency's custodian of public records, provide Agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided

in Chapter 119, Florida Statutes (2016), as may be amended or revised, or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law and as to Developer for the duration of the Agreement and as to Contractor for the duration of the contract term and following completion of said contract if Contractor does not transfer the records to Agency.

(d) Upon completion of said construction or maintenance at the Project, transfer, at no cost, to Agency all public records in possession of Developer or Contractor or keep and maintain public records required by Agency to perform the service. If Contractor transfers all public records to Agency upon completion of the Project, Developer and Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Developer or Contractor keeps and maintains public records upon completion of the Project, Developer and Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Agency, upon request from Agency's custodian of public records, in a format that is compatible with the information technology systems of Agency.

(e) If Developer or any contractor has questions regarding the application of Chapter 119, Florida Statutes, to Developer or Contractor's duty to provide public records relating to its contract, contact the Agency's custodian of public records by telephone at 954-828-5002 or by e-mail at PRRCONTRACT@FORTLAUDERDALE.GOV or by mail at 100 North Andrews Avenue, Fort Lauderdale, FL 33301 Attention: Custodian of Public Records.

17.24 Not A General Obligation.

(a) Neither this Agreement nor the obligations imposed upon the Agency hereunder shall be or constitute an indebtedness or general obligation of the Agency or other Governmental Authority within the meaning of any constitutional, statutory or charter provisions requiring the Agency or other Governmental Authority to levy ad valorem taxes nor a lien upon any properties or funds of the Agency or other Governmental Authority. The Developer agrees that the obligation of the Agency to make any payments by the Agency to the Developer pursuant to this Agreement shall be subordinate to the obligations of the Agency to pay debt service on any bonds to be issued by the Agency up to the principal amount of the first issuance of such bonds and to general and administrative expenses and overhead of the Agency.

(b) Nothing contained herein shall be deemed, construed or applied to cause any Governmental Authority, specifically including the Agency, to waive its right to exercise its governmental power and authority or to consider any request

causing the exercise of its governmental powers in any manner other than that which is customary for the exercise of such governmental powers.

17.25. Sovereign Immunity. Nothing herein shall be deemed a waiver of sovereign immunity in favor of the Agency.

ARTICLE 18
JOB CREATION AND MAINTENANCE REQUIREMENTS

18.01 Job Creation Requirements.

The Developer shall open, operate and maintain the Project for a minimum of five (5) years starting from the Project Completion Date. The Developer shall create on an annual basis for two years commencing on the Completion Date, FTE Job Hours for seven (7) employees. Developer shall use commercially reasonable efforts to ensure that all seven (7) employees reside in the Northwest Progresso Flagler Heights Community Redevelopment Area at the time of the hire or subsequently move to the Redevelopment Area within ninety days (90) after being hired. Any employee from the Northwest Progresso Flagler Heights Community Redevelopment Area hired by the Developer, subject to the approval process set forth below, and employed at the Project Site shall be eligible for credit for FTE Job Hours. Provided an event of default has not been declared under this Agreement, a portion of the Property and Business Investment Improvement Program Forgivable Loan Amount shall be forgiven for each FTE Job Hours created and approved by the Agency in accordance with this Article 18.

The annual Job Creation Requirement shall be calculated by multiplying a forty (40) hour work week by fifty-two (52) weeks per employee for a total of 14,560 FTE Job Hours for each year. The total FTE Job Hours required under this Agreement is 29,120 FTE Job Hours. It is anticipated that the Job Creation Requirement shall be created within two (2) years from the Completion Date. However, to the extent the Job Creation Requirement has not been met within 2 years from the Completion Date, FTE Job Hours created during the five year loan period may be eligible for consideration if the Jobs Report and other conditions are satisfied and approved by the Agency.

18.02 Job Creation Reports.

Developer shall provide to Agency an annual written report ("Job Report") certifying the number of FTE Job Hours created for the preceding year within forty-five days of the first anniversary of the Completion Date and each anniversary thereafter for two (2) years and up to five (5) years if necessary. The Job Report shall be substantially in the format attached as Exhibit "H" and shall include the following information for each employee for which FTE Job Hours

credit is requested: (i) the name of the employer of the employee; (ii) the identification number for the employee; (iii) the employee's job title; (iv) the date on which the employee resided in the Redevelopment Area; (v) the employee's annual salary, or if paid hourly, the employee's hourly rate; (vi) the number of FTE Job Hours claimed for the employee. Upon a written request, the Developer shall provide the Agency within five (5) days the name of any employee for which FTE Job Hours credit is sought. Failure to provide the requested information for any employee shall eliminate the FTE Job Hours credit for that employee.

[SIGNATURE PAGE TO FOLLOW]

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

AGENCY:

WITNESSES:

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

_____

_____
[Witness print or type name]

By: _____
Dean J. Trantalis, Chairman

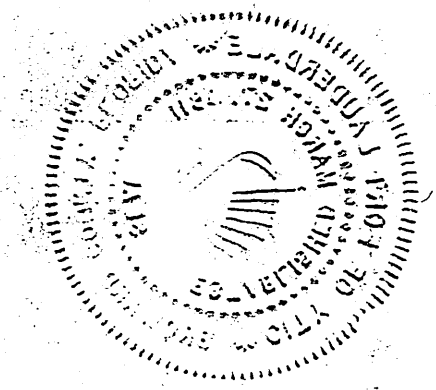
By: _____
Christopher J. Lagerbloom
Executive Director

ATTEST:

_____
Jeffrey A. Modarelli, CRA Secretary

APPROVED AS TO FORM:
Alain Boileau, General Counsel

By: _____
Lynn Solomon, Assistant General Counsel



DEVELOPER:

WITNESSES:

SANDRA A. DOUGHLIN
[Witness print or type name]

Cory R. Ashner
[Witness print or type name]

Patio Bar and Pizza, LLC, a Florida Limited Liability Company

By: _____
Title: Manager
Print Name: Brian Parenteau

STATE OF FLORIDA
COUNTY BOWARD

The foregoing instrument was acknowledged before me this 29th day of May, 2019 by Brian Parenteau as Manager of Patio Bar and Pizza, LLC, a Florida limited liability company. He is personally known to me or has produced P653-063-75-390-0 as identification.

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

Name of Notary Typed, Printed or Stamped

ELENI WARD-JANKOVIC
MY COMMISSION # GG 021626
EXPIRES: October 21, 2020
Bonded Thru Budget Notary Services

My Commission Expires:

Commission Number

JOINDER AND CONSENT

THE OWNER JOINS IN AND CONSENTS AS TO THE EXECUTION OF THE MORTGAGE AND DECLARATION OF RESTRICTIVE COVENANTS AND ACKNOWLEDGES THAT IT ENCUMBERS THE PROPERTY AND SHALL CONSTITUTE A COVENANT RUNNING WITH THE LAND.THE OWNER ACKNOWLEDGES THAT IT HAS OR WILL RECEIVE A SUBSTANTIAL BENEFIT RESULTING FROM THE IMPROVEMENTS TO THE PROJECT SITE.

OWNER:

Urban North, LLC, a Florida limited liability company

By: _____
Title: Manager
Print Name: Jay Adams

WITNESSES:

_____
_____
[Witness print or type name]

_____
_____
[Witness print or type name]

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this 5th day of June, 2019, by Jay Adams, as Manager of Urban North, LLC, a Florida limited liability company. He is personally known to me or has produced A352-433-61-095-0 as identification.

(SEAL)

ELENI WARD-JANKOVIC
MY COMMISSION # GG 021626
EXPIRES: October 21, 2020
Bonded Thru Budget Notary Services

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

_____
Name of Notary Typed, Printed or Stamped

My Commission Expires:

_____
Commission Number

EXHIBIT "A"
LEGAL DESCRIPTION

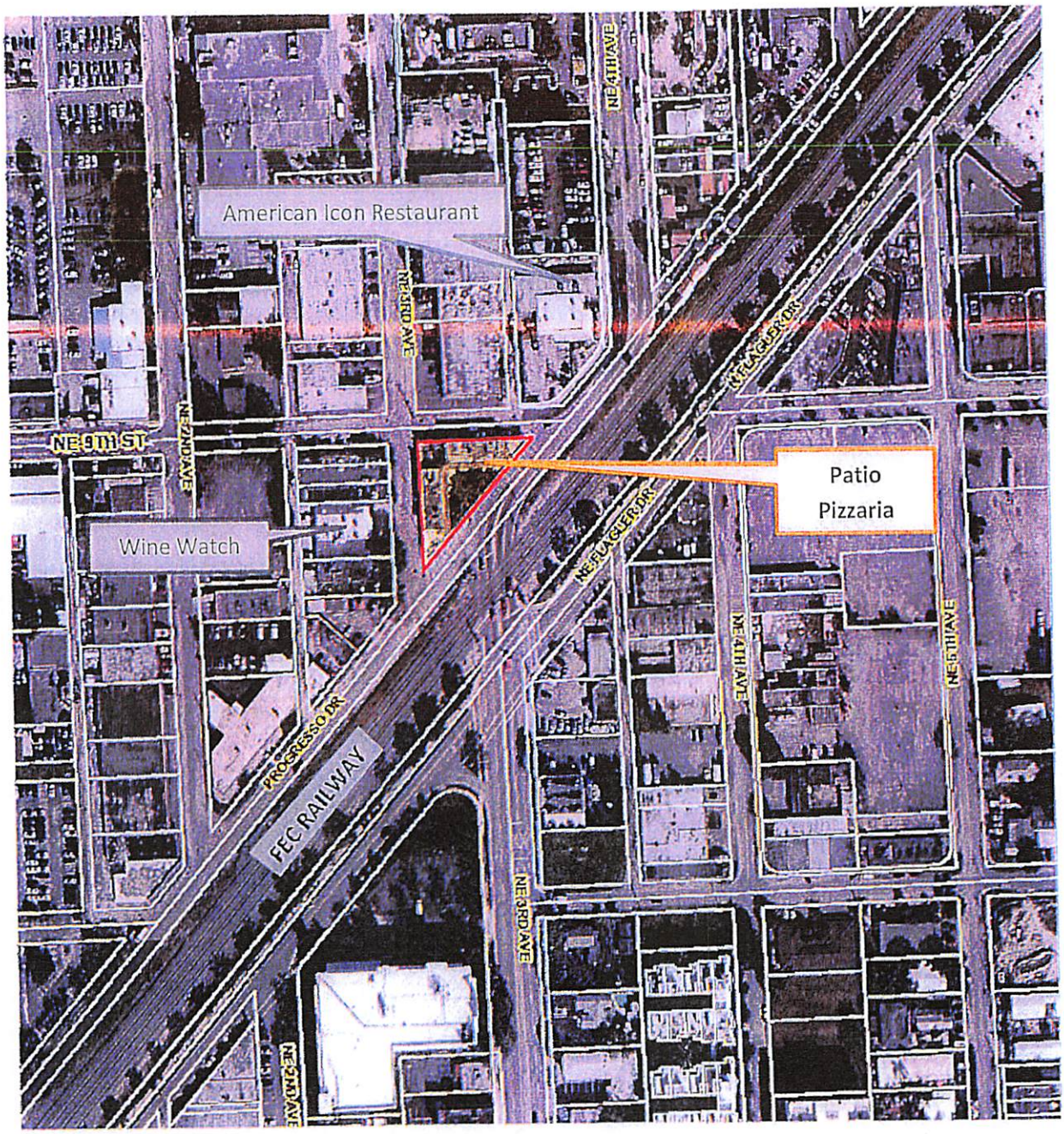
An unnumbered triangular tract of land lying South of Block 214, of PROGRESSO, according to the Plat thereof recorded in Plat Book 2, Page 18, of the Public Records of Dade County, Florida, more particularly described as follows:

Beginning at the Southeast Corner of the intersection of 21st Street (Now N.E. 3rd Avenue and Avenue "D", now known as NE 9th Street); thence South 180 feet; thence Northeasterly parallel to the Right-of-Way Line of the Florida East Coast Railway to the South Line of Avenue "D" (Now N.E. 9th Street); thence West 170 feet along the South Line of Avenue "D" (Now N.E. 9th Street) to the Point of Beginning, said lands situate, lying and being in Broward County, Florida.

Legal per ORB 10923, PG 906, BCR.

Parcel ID Number: 4942 34 06 2280.

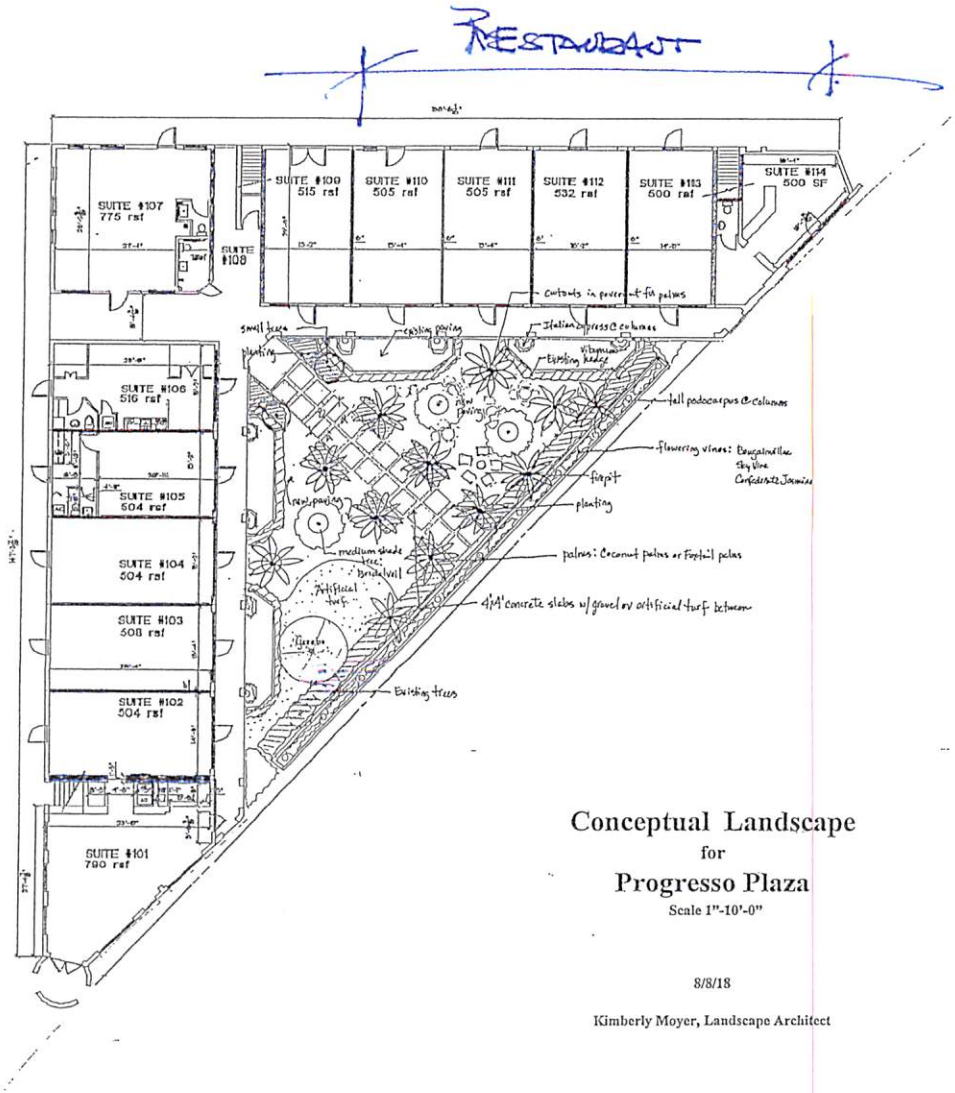
EXHIBIT "B"
PROPOSED PROJECT PLANS



LOCATION MAP

Progresso Plaza – 901 Progresso Drive
Proposed Location for Patio Pizzeria

NE 9TH ST
NE 3RD AVE
PROGRESS DR
NE 3RD AVE

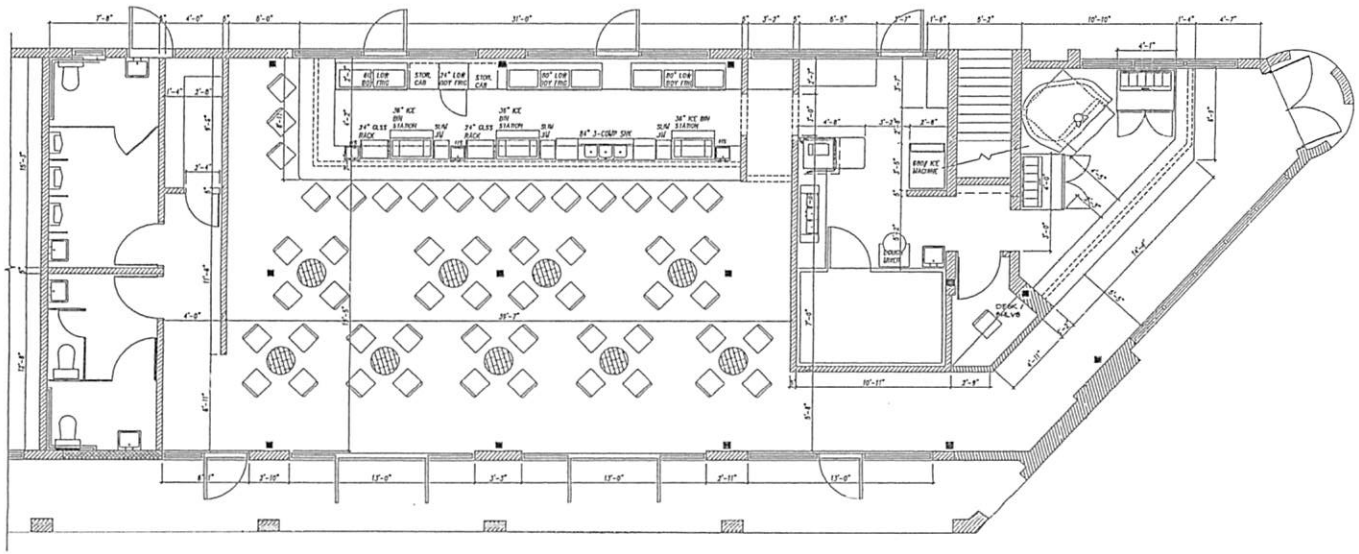


Conceptual Landscape
for
Progresso Plaza

Scale 1"-10'-0"

8/8/18

Kimberly Moyer, Landscape Architect



FLOOR PLAN - PROPOSED

SCALE : 1/4 = 1'-0"

ALLICA ARCHITECTURAL GROUP

LICENSE No. 12540

ROBERT C. ALLICA, ARCHITECT
2154 NORTHEAST 13 AVENUE
V 954-563-5335 F 954-563-5336
WILTON MANORS, FLORIDA 33305

REVISIONS

TENANT IMPROVEMENT
901 PIZZERIA & BAR
901 PROGRESSO PLAZA
FORT LAUDERDALE, FLORIDA

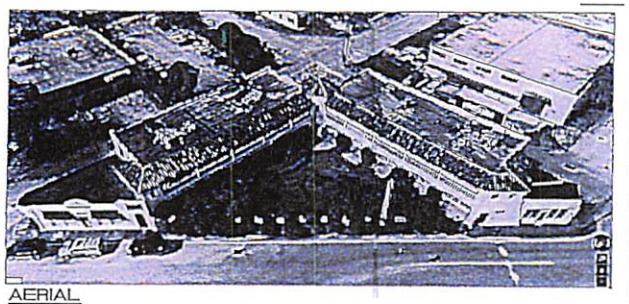
DRAWN BY RCA
CHECKED BY -
APPROVED BY -

PROJECT NO. 18-025

DATE 07 / 25 / 18

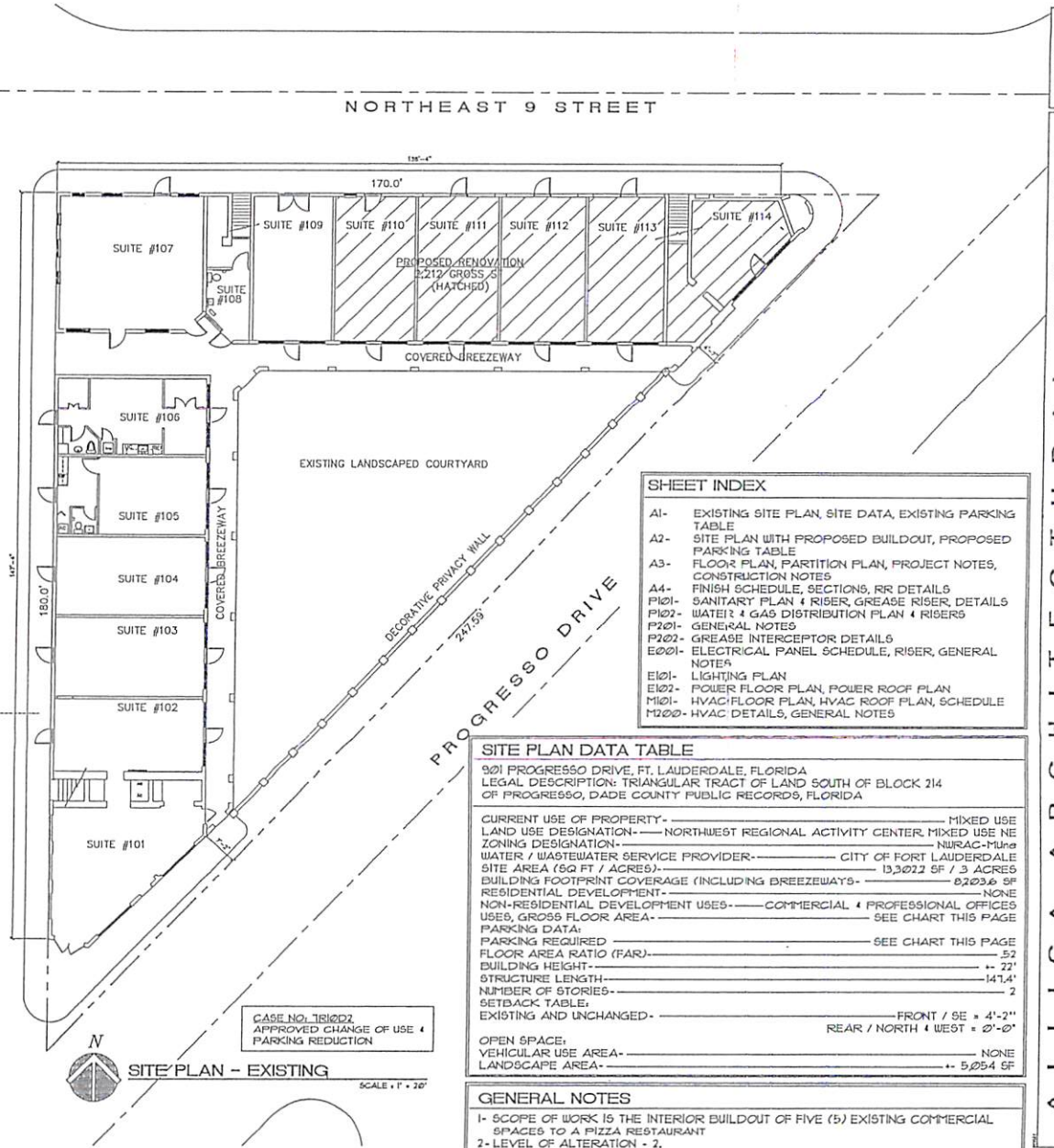
SHEET NO. -

1 OF -



AERIAL

LOCATION PLAN



SITE PLAN - EXISTING

SCALE = 1" = 20'

CASE NO: 18R02
APPROVED CHANGE OF USE & PARKING REDUCTION

Progresso Plaza Parking Table - Existing

Suite#	Original SF	Exempting	SF With Exemption	Use	Business	Parking Calculation	Legal Nonconforming Parking Required	Permitted Parking Required	NWRAC MU Parking Required*	Parking Provided
101	700	0	700	Bar	Laserwolf	1 space/ 100 S.F.		7	0	7
102	480	0	480	Offices/storage	Chris and Jordan Boulis	1 space/ 250 S.F.	0	0	0	0
103	480	0	480	Hair Salon	InnerLight Day Spa	1 space/ 250 S.F.	0	0	0	0
104	480	0	480	Professional Office	Real Estate Shoppe	1 space/ 250 S.F.	0	0	0	0
105	480	0	480	Hair Salon	RocknRoll Hair	1 space/ 250 S.F.	0	0	0	0
106	480	0	480	Hair Salon	fringe	1 space/ 250 S.F.	0	0	0	0
107	740	0	740	Offices/	Meow	1 space/ 250 S.F.	0	0	0	0
109	480	0	480	Professional Office	fruit store- no seating	1 space/ 250 S.F.	0	0	0	0
110	480	0	480	Tailor	Uniforms by Monique	1 space/ 250 S.F.	0	0	0	0
111-113	1400	0	1460	Retail	Wine Watch Bar and Shop	1 space/ 250 S.F.	0	0	0	0
114	400	0	400	Retail	Wine Watch Bar and Shop	1 space/ 250 S.F.	0	0	0	0
201	630	0	630	Professional Office	Vacant	1 space/ 250 S.F.	0	0	0	0
202	350	0	350	Professional Office	American Engineering Grp	1 space/ 250 S.F.	0	0	0	0
203	480	0	480	Professional Office	K&L Accounting	1 space/ 25 1 S.F.	0	0	0	0
204	480	0	480	Hair Salon	makeup artist	1 space/ 250 S.F.	0	0	0	0
205	510	0	510	Professional Office	Lime Digital	1 space/ 250 S.F.	0	0	0	0
206	480	0	480	Professional Office	Trifecta Creative	1 space/ 250 S.F.	0	0	0	0
207	480	0	480	Professional Office	Trifecta Creative	1 space/ 250 S.F.	0	0	0	0
208	500	0	500	Professional Office	modus operandi architect	1 space/ 25 1 S.F.	0	0	0	0
209	345	0	345	Professional Office	Conceptual Communication	1 space/ 25 1 S.F.	0	0	0	0
210	640	0	640	Professional Office	Conceptual Communication	1 space/ 250 S.F.	0	0	0	0
	10795	0	10855 Sq Ft		*With 2,500 SF Exemption				-7	
					and with 60% Requirement				NA	
					TOTAL			7	0	7
					site					

* Spaces provided off-site per parking agreement

SHEET INDEX

A1- EXISTING SITE PLAN, SITE DATA, EXISTING PARKING TABLE
A2- SITE PLAN WITH PROPOSED BUILDOUT, PROPOSED PARKING TABLE
A3- FLOOR PLAN, PARTITION PLAN, PROJECT NOTES, CONSTRUCTION NOTES
A4- FINISH SCHEDULE, SECTIONS, RR DETAILS
P101- SANITARY PLAN & RISER, GREASE RISER, DETAILS
P102- WATER & GAS DISTRIBUTION PLAN & RISERS
P201- GENERAL NOTES
P202- GREASE INTERCEPTOR DETAILS
E001- ELECTRICAL PANEL SCHEDULE, RISER, GENERAL NOTES
E101- LIGHTING PLAN
E102- POWER FLOOR PLAN, POWER ROOF PLAN
M101- HVAC FLOOR PLAN, HVAC ROOF PLAN, SCHEDULE
M200- HVAC DETAILS, GENERAL NOTES

SITE PLAN DATA TABLE

901 PROGRESSO DRIVE, FT. LAUDERDALE, FLORIDA
LEGAL DESCRIPTION: TRIANGULAR TRACT OF LAND SOUTH OF BLOCK 214 OF PROGRESSO, DADE COUNTY PUBLIC RECORDS, FLORIDA

CURRENT USE OF PROPERTY- MIXED USE
LAND USE DESIGNATION- NORTHWEST REGIONAL ACTIVITY CENTER, MIXED USE NE
ZONING DESIGNATION- NWRAC-MUne
WATER / WASTEWATER SERVICE PROVIDER- CITY OF FORT LAUDERDALE
SITE AREA (SQ FT / ACRES)- 13,3022 SF / .3 ACRES
BUILDING FOOTPRINT COVERAGE (INCLUDING BREEZEWAYS- 8,203.6 SF
RESIDENTIAL DEVELOPMENT- NONE
NON-RESIDENTIAL DEVELOPMENT USES- COMMERCIAL & PROFESSIONAL OFFICES
USES, GROSS FLOOR AREA- SEE CHART THIS PAGE
PARKING DATA:
PARKING REQUIRED - SEE CHART THIS PAGE
FLOOR AREA RATIO (FAR) - .52
BUILDING HEIGHT - +- 22'
STRUCTURE LENGTH - 147.4'
NUMBER OF STORIES - 2
SETBACK TABLE:
EXISTING AND UNCHANGED- FRONT / SE = 4'-2"
REAR / NORTH & WEST = 0'-0"
OPEN SPACE:
VEHICULAR USE AREA - NONE
LANDSCAPE AREA - +- 5,054 SF

GENERAL NOTES

1- SCOPE OF WORK IS THE INTERIOR BUILDOUT OF FIVE (5) EXISTING COMMERCIAL SPACES TO A PIZZA RESTAURANT
2- LEVEL OF ALTERATION - 2.

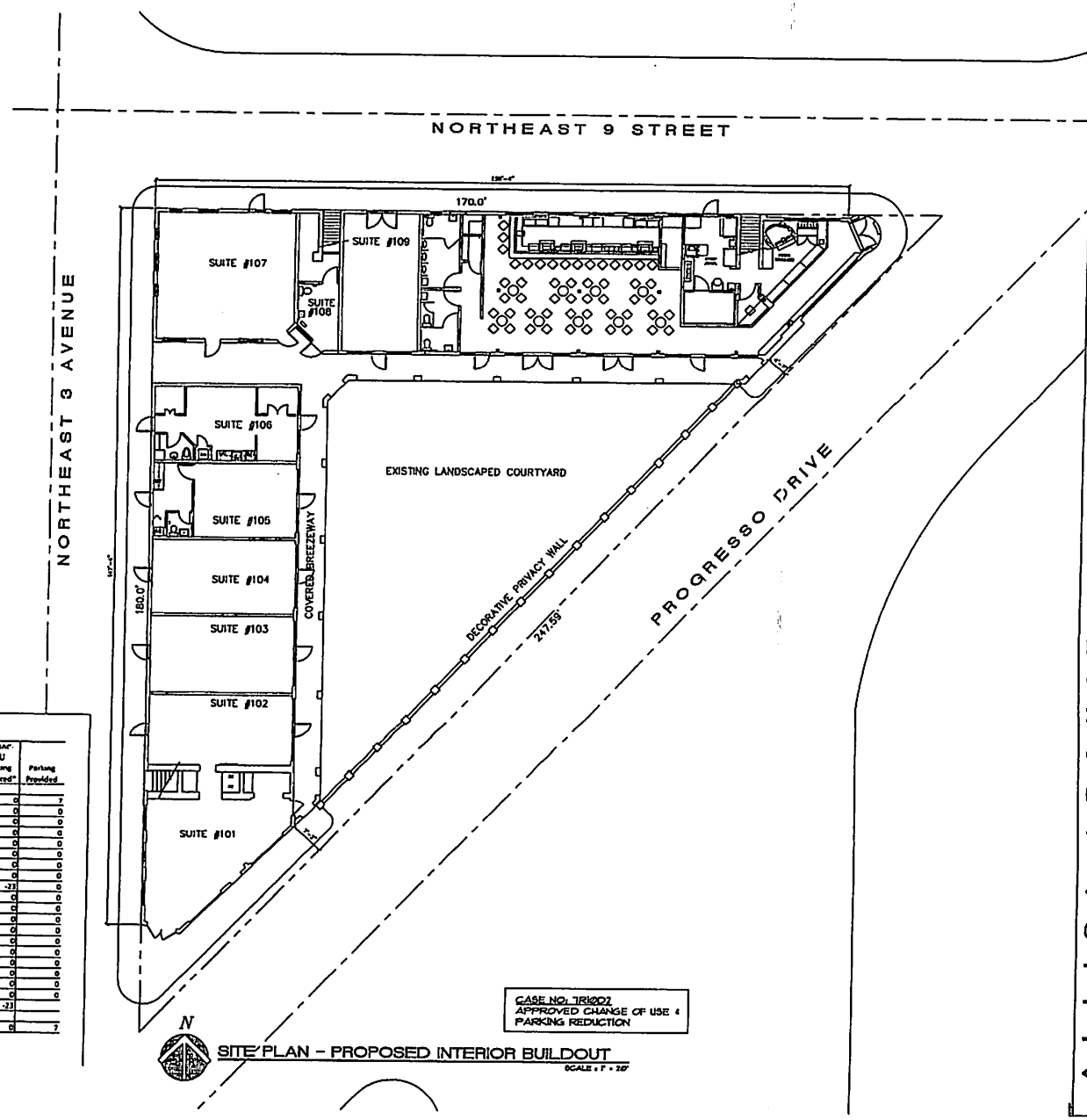
ALLICA ARCHITECTURAL GROUP
LICENSE No. 12640
ROBERT C. ALLICA, ARCHITECT
2434 NORTHEAST 13 AVENUE
V 954-563.5330 F 954-563.5328
WILTON MANORS, FLORIDA 33305

REVISIONS

TENANT IMPROVEMENT
PATIO PIZZERIA
901 PROGRESSO PLAZA
FORT LAUDERDALE, FLORIDA

DRAWN BY RCA
CHECKED BY -
APPROVED BY -

PROJECT NO. 18-0725
DATE 02 / 15 / 19
SHEET NO. A1
- OF -



CASE NO. TR1202
APPROVED CHANGE OF USE &
PARKING REDUCTION

SITE PLAN – PROPOSED INTERIOR BUILDOUT

SCALE = 1" = 20'

Progresso Plaza Parking Table - Proposed

Suite	Original SF	Exempting	Exemption	Use	Business	Parking Calculation	Legal Nonconforming Parking Required	Permitted Parking Required	NWRAC-MU Parking Required*	Parking Provided
101	700	0	700	Bar	Lonerwolf	1 space/ 100 S.F.		7	0	7
102	480	0	480	Offices/storage	Chris and Jordan Books	1 space/ 250 S.F.	0	0	0	0
103	480	0	480	Hair Salon	InnerLight Day Spa	1 space/ 250 S.F.	0	0	0	0
104	480	0	480	Professional Office	Real Estate Shoppe	1 space/ 250 S.F.	0	0	0	0
105	480	0	480	Hair Salon	RockNRoll Hair	1 space/ 250 S.F.	0	0	0	0
106	480	0	480	Hair Salon	Mage	1 space/ 250 S.F.	0	0	0	0
107	740	0	740	Offices/	Mayor	1 space/ 250 S.F.	0	0	0	0
109	480	0	480	Professional Office	fruit store- no seating	1 space/ 250 S.F.	0	0	0	0
110-114	2280	0	480	Restaurant	New Restaurant	1 space/ 100 S.F.		23	-23	0
201	630	0	630	Professional Office	Vacant	1 space/ 250 S.F.	0	0	0	0
202	350	0	350	Professional Office	American Engineering Grp	1 space/ 250 S.F.	0	0	0	0
203	480	0	480	Professional Office	KBL Accounting	1 space/ 250 S.F.	0	0	0	0
204	480	0	480	Hair Salon	eustoop artist	1 space/ 250 S.F.	0	0	0	0
205	510	0	510	Professional Office	Lime Digital	1 space/ 250 S.F.	0	0	0	0
206	480	0	480	Professional Office	Trifecta Creative	1 space/ 250 S.F.	0	0	0	0
207	480	0	480	Professional Office	Trifecta Creative	1 space/ 250 S.F.	0	0	0	0
208	500	0	500	Professional Office	mydwj operandi architect	1 space/ 250 S.F.	0	0	0	0
209	345	0	345	Professional Office	Conceptual Communications	1 space/ 250 S.F.	0	0	0	0
210	640	0	640	Professional Office	Conceptual Communications	1 space/ 250 S.F.	0	0	0	0
	10795	0	8995 Sq Ft			*With 2,500 SF Exemption			-23	
						and with 60% Requirement				
						TOTAL		7	0	7

Based on the NW-Mixed zoning the property requires no parking

* Spaces provided off-site per parking agreement

ALLICA ARCHITECTURAL GROUP

ROBERT C. ALLICA, ARCHITECT
2144 NORTHEAST 13 AVENUE
V 954.563.5320 F 954.563.5320
WILTON MANORS, FLORIDA 33305

REVISIONS

TENANT IMPROVEMENT
PATIO PIZZERIA
901 PROGRESSO PLAZA
FORT LAUDERDALE, FLORIDA

DRAWN BY RCA
CHECKED BY -
APPROVED BY -

PROJECT NO. 15-1025
DATE 07 / 15 / 15
SHEET NO. A2
- OF -

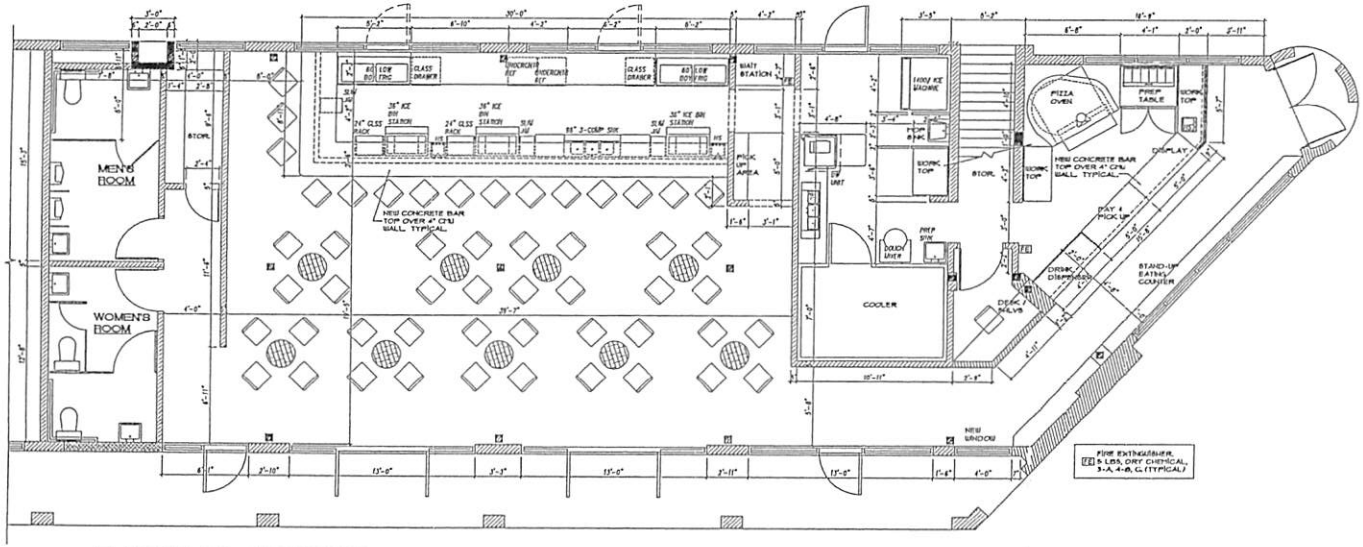
PROJECT NOTES

- OCCUPANCY TYPE: A2 ASSEMBLY
- BASIC FLOOR AREA: 2,212 GSF
- CONSTRUCTION TYPE: TYPE V-B.
- OCCUPANCY COUNT: 1,066 NSF / 15 (UNCONCENTRATED) = 71 PEOPLE
- MEANS OF EGRESS REQUIRED: 40 X 2 INCHES = 8"

- PLUMBING FIXTURES REQUIRED / PROVIDED FOR ASSEMBLY, UNCONCENTRATED:
  WC: 1 / 40 MALE & 1 / 40 FEMALE REQUIRED
  WC: 1 / 40 MALE & 2 / 40 FEMALE PROVIDED PLUS 2 MALE URINALS
  LAV: 1 / 75 MALE & 1 / 75 FEMALE REQUIRED
  LAV: 2 / 75 MALE & 2 / 75 FEMALE PROVIDED
  SERVICE SINK: 1 REQUIRED
  SERVICE SINK: 1 PROVIDED

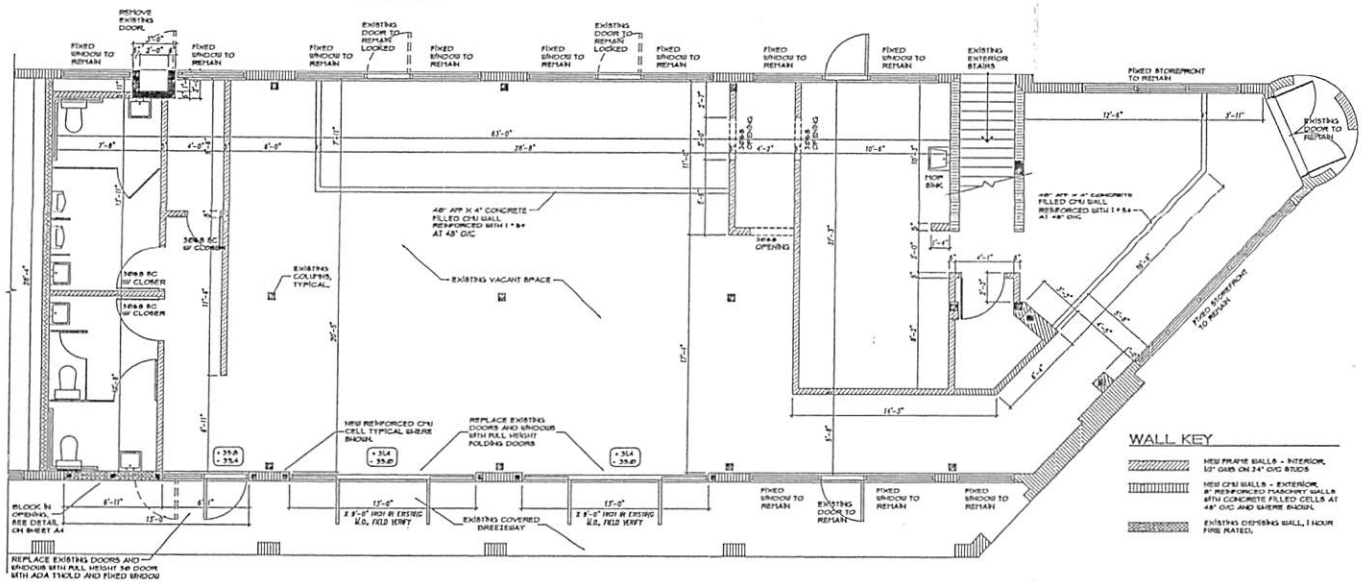
CONSTRUCTION NOTES (AS APPLICABLE)

1. WORK SHALL INCLUDE ALL ITEMS (BUILDING AND SITE) INDICATED ON THESE DRAWINGS UNLESS OTHERWISE NOTED.
2. EXTRAS OR CREDITS: ANY DEVIATION FROM THESE SPECIFICATIONS OR PLANS INVOLVING AN EXTRA CHARGE OR CREDIT MUST BE AGREED UPON IN WRITING BETWEEN THE CONTRACTING PARTIES BEFORE THE CHANGE IS MADE. THE CONTRACTOR SHALL NOT TAKE ADVANTAGE OF ANY DISCREPANCIES IN THE DRAWINGS AND SPECIFICATIONS. IF ANY DISCREPANCIES ARE FOUND, THEY SHALL BE REFERRED TO THE ARCHITECT AND BE CORRECTED BEFORE ANY CONTRACT IS ENTERED INTO. DIMENSIONS SHOWN IN FIGURES ON THE DRAWINGS SHALL TAKE PRECEDENCE OVER SCALED DIMENSIONS.
3. SHOP DRAWINGS AND / OR NOA'S SHALL BE SUBMITTED FOR ARCHITECT'S REVIEW OF THE FOLLOWING: DOORS & WINDOWS
4. SLABS ON FILL: FILL AND BACK FILL TO BE COMPACTED TO 95% OF MAXIMUM DENSITY AT OPTIMUM MOISTURE AS DETERMINED BY STANDARD PROCTOR TEST. COMPACTION LAYERS NOT TO EXCEED 8 INCHES. SLABS ON FILL TO BE MINIMUM 4 INCHES THICK.
7. ALL LUMBER TO BE SOUTHERN PINE NO. 2 OR EQUAL. Fb = 1250 PSI, E = 1,600,000 PSI, Fv = 175 PSI PER NDS 2005 EDITION.
8. ALL METAL USED FOR CONNECTING WOOD MEMBERS SHALL BE GALVANIZED OR CORROSION RESISTANT.
9. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE FLORIDA BUILDING CODE, 6TH EDITION 2017, AND ALL CODES, RULES, REGULATIONS, AND RESTRICTIONS HAVING JURISDICTION.
10. ALL BEARING FRAME WALLS SHALL BE 1 HOUR FIRE RATED.
11. CONCRETE GENERAL:
    UNLESS OTHERWISE CALLED FOR IN SPECIFICATIONS OR DRAWINGS, ALL CONCRETE WORK SHALL CONFORM TO ALL REQUIREMENTS AND RECOMMENDATIONS OF ACI-301-02 "SPECIFICATION FOR STRUCTURAL CONCRETE FOR BUILDINGS".
12. CONCRETE:
    TO BE A MIX DESIGNED IN ACCORDANCE WITH ASTM C-94-72 TO ACHIEVE A STRENGTH AS STATED BELOW, AT 28 DAYS, WITH A PLASTIC AND WORKABLE MIX. A CERTIFICATE OF MANUFACTURER'S MIX AND STRENGTH IS TO BE PROVIDED. NO WATER IS TO BE ADDED AFTER TRUCK LEAVES PLANT WITHOUT APPROVAL OF ENGINEER OR PLANT ENGINEER. PLANT CONTROL IS REQUIRED. MAXIMUM MIX TIME AT POINT OF DEPOSIT IS 90 MINUTES. f'c= 3,000 P.S.I.
13. REINFORCING STEEL:
    BARS TO BE A615-GRADE 60 (UNLESS NOTED OTHERWISE), FREE FROM OIL, LOOSE SCALE AND LOOSE RUST, AND BENT, LAPPED, PLACED, SUPPORTED AND FASTENED ACCORDING TO THE MANUAL OF STANDARD PRACTICE FOR DETAILING CONCRETE STRUCTURES (ACI 315-85) AND THE BUILDING CODE REQUIREMENTS FOR REINFORCING CONCRETE (ACI 318-77). IN CASE OF CONFLICT ACI 318-71 SHALL TAKE PRECEDENCE.
14. WIND DESIGN LOADS PER ASCE-7 '10 V=170 MPH, EXPOSURE 'C', RISK CATEGORY II.
15. PLUMBING:
    PLUMBING FIXTURES FLOW RATES & CONSUMPTION SHALL COMPLY WITH FBC-P TABLE 604.4. " FLOORS AND BASE IN RESTROOMS SHALL BE OF IMPERVIOUS MATERIALS.



FLOOR PLAN – PROPOSED

SCALE = 1/4 = 1'-0"



PARTITION PLAN

SCALE = 1/4 = 1'-0"

WALL KEY

- NEW FRAME WALLS - INTERIOR, 1/2" GWB ON 24" O/C STUDS
- NEW CMU WALLS - EXTERIOR, 8" REINFORCED MASONRY WALLS WITH CONCRETE FILLED CELLS AT 48" O/C AND WHERE SHOWN.
- EXISTING DEMISING WALL, 1 HOUR FIRE RATED.

LICENSE No. 12640

ALLICA ARCHITECTURAL GROUP

ROBERT C. ALLICA, ARCHITECT
2434 NORTHEAST 13 AVENUE
WILTON MANORS, FLORIDA 33305
V 954.563.5320 F 954.563.5328

REVISIONS

TENANT IMPROVEMENT
PATIO PIZZERIA
9201 PROGRESS PLAZA
FORT LAUDERDALE, FLORIDA

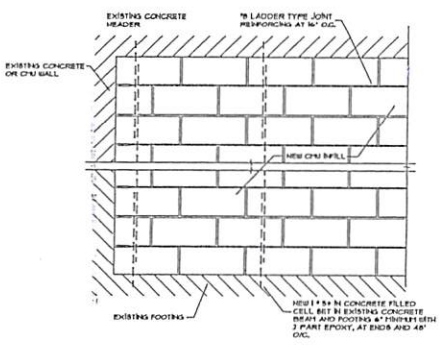
DRAWN BY RCA
CHECKED BY -
APPROVED BY -

PROJECT NO. 16-025
DATE 02 / 15 / 19

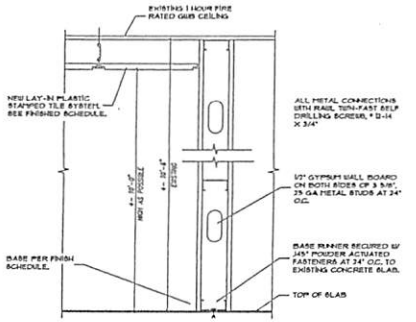
SHEET NO. A3
2 OF -

FINISH SCHEDULE

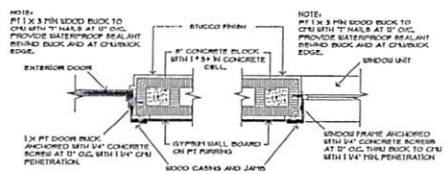
ROOM NAME - AREA	FLOOR: CERAMIC TILE	FLOOR: CONCRETE	FLOOR: QUARRY TILE	BASE: CERAMIC	BASE: QUARRY	WALLS: GYPSUM WALL BOARD / PAINT	WALLS: THIN PORCELAIN TILE	WALLS: CERAMIC TILE (WAINSCOT)	WALLS: PLASTIC LAMINATED TILE (FRP PANEL)	WALLS: FRP PANEL	CEILING	HEIGHT	REMARKS
CUSTOMER SERVICE AREA	■			■		■			■			+ 9'-0"±	
BAR		■		■		■			■			+ 9'-0"±	
PREP / DISHWASHING		■			■	■			■			+ 8'-0"±	
OFFICE	■			■		■			■			+ 8'-0"±	
PIZZA BAKING AREA		■			■	■			■			+ 8'-0"±	
MEN'S RESTROOM	■			■			■		■			+ 8'-0"±	
WOMEN'S RESTROOM	■			■			■		■			+ 8'-0"±	



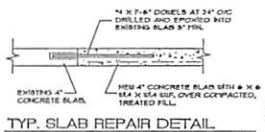
CMU INFILL DETAIL SCALE: N.T.S.



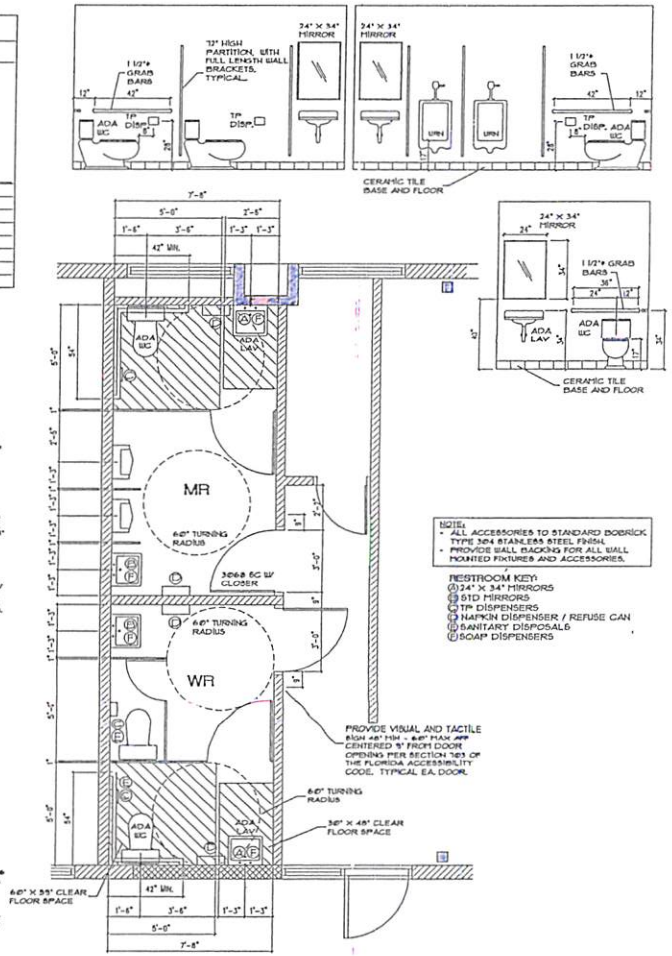
PARTITION SECTION
SCALE: 1 1/2" = 1'-0"



DOOR / WINDOW BUCK
TYPICAL ANCHORING DETAIL - CBS N.T.S.



TYP. SLAB REPAIR DETAIL
NTS



NOTE:
- ALL ACCESSORIES TO STANDARD BOBRICK TYPE 304 STAINLESS STEEL FINISH.
- PROVIDE WALL BACKING FOR ALL WALL MOUNTED FIXTURES AND ACCESSORIES.

RESTROOM KEY:
- (A) 24" X 34" MIRRORS
- (B) STD MIRRORS
- (C) TP DISPENSERS
- (D) NAPKIN DISPENSER / REFUSE CAN
- (E) SANITARY DISPOSALS
- (F) SOAP DISPENSERS

ADA RESTROOM PLAN + ELEVATIONS
SCALE: 3/8" = 1'-0"

ALICA ARCHITECTURAL GROUP

LICENSE No. 12540

ROBERT C. ALICA, ARCHITECT
2343 NORTHEAST 13 AVENUE
V 954-563.3320 F 954-563.3308
BOCA RATON, FLORIDA 33431

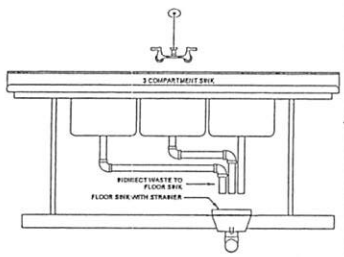
REVISIONS

TENANT IMPROVEMENT
PATIO PIZZERIA
901 PROGRESSO PLAZA
FORT LAUDERDALE, FLORIDA

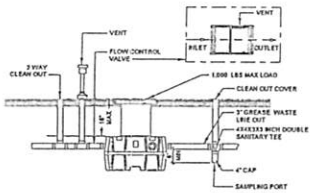
DRAWN BY: RCA
CHECKED BY: -
APPROVED BY: -

PROJECT NO. 18-025
DATE 02 / 19 / 19
SHEET NO. A4
OF -

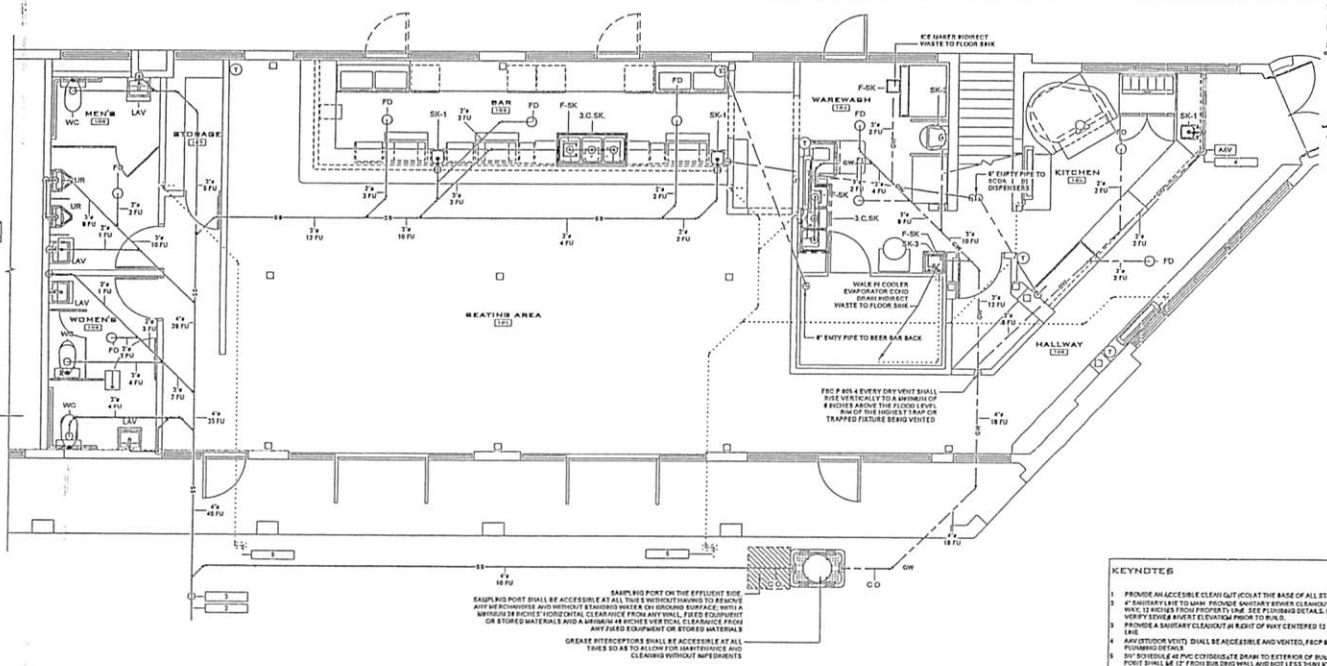
2/13/2019 2:24:57 PM



5 P.101 3.COMPARTMENT SK - INDIRECT WASTE
N.T.S.



4 P.101 P-GREASE INTERCEPTOR DIAGRAM 2
N.T.S.



1 P.101 SANITARY PLAN
1/4" = 1'-0"

KEYNOTES

1. PROVIDE AN ACCESIBLE CLEAN OUT (CO) AT THE BASE OF ALL STACKS. FBCP 708.3 & (TYP)
2. 4" SANITARY LINE TO MAIN. PROVIDE SANITARY SEWER CLEANOUT IN PUBLIC RIGHT OF WAY, 12 INCHES FROM PROPERTY LINE. SEE PLUMBING DETAILS. CONTRACTOR SHALL VERIFY SEWER INVERT ELEVATION PRIOR TO BUILD.
3. PROVIDE A SANITARY CLEANOUT IN RIGHT OF WAY CENTERED 12 INCHES FROM PROPERTY LINE
4. AAV (STUDOR VENT) SHALL BE ACCESSIBLE AND VENTED, FBCP 917.5.2 (TYP). SEE PLUMBING DETAILS
5. 3IN' SCHEDULE 40 PVC CONDENSATE DRAIN TO EXTERIOR OF BUILDING. TERMINATION POINT SHALL BE 12" FROM BUILDING WALL AND NOT LESS THAN 6" AND NO MORE THAN 24" ABOVE THE ADJACENT GROUND SURFACE

P-PLUMBING FIXTURE SCHEDULE

Type Mark	Description	Count	WASTE WFU	WASTE TOTAL	COLD WATER CWFU	COLD WATER TOTAL	HOT WATER HWFU	HOT WATER TOTAL
	SINK FAUCET	2	0	0	3	6	3	6
3-C.SK.	THREE COMPARTMENT SINK	1	4	4	3	3	3	3
F-SK	FLOOR SINK	4	2	8		0		0
FD-1		4		0	1	4	1	4
SK-1	1 COMPARTMENT SINK	4	2	16	3	12	3	12
LAV	LAVATORY	4	1	4	1.5	6	1.5	6
LAV-1	HANDICAPPED LAVATORY	2	1	2	1.5	3	1.5	3
SK-2		1	2	2	2.25	2.25	2.25	2.25
SK-3	FOOD PREPARATION SINK - INDIRECT WASTE	1	3	3	3	3	3	3
WC	WATER CLOSET - WALL MOUNTED FLUSHOMETER DUAL FLUSH 1.28 - 1.1 GPF	3	4	8	5	10	0	0
		4	4	12	10	30	0	0
GRAND TOTAL				63		80.25		40.25

PLUMBING LEGEND

- SANITARY SEWER PIPE
- GREASE - SANITARY SEWER PIPE
- VENT PIPE
- COLD WATER PIPE
- HOT WATER PIPE (110°)
- CONDENSATE PIPE
- STORM DRAIN PIPE
- GAS PIPE
- PIPE RISER UP
- PIPE RISER DOWN
- CAPPED OUTLET
- GATE VALVE
- GLOBE VALVE
- CHECK VALVE
- BALANCING VALVE
- GAS COCK
- CAPPED END OF PIPE
- CLEAN OUT
- P-TRAP
- HOSE BIB WITH SOV
- RECESSED HOSE BIB W/ SOV
- SINGLE HANDLE SHOWER TRIM WITH THERMOSTATIC VALVE

ABBREVIATIONS

E	EXISTING	FD	FLOOR DRAIN
N	NEW	FU	FIXTURE UNITS
R	RELOCATED	HB	HOSE BIB W/ VACUUM BREAKER
		HW	DOMESTIC HOT WATER
AAV	AIR ADMITTANCE VALVE	HWR	HOT WATER RETURN
AFF	ABOVE FINISH FLOOR	SOV	SHUT OFF VALVE
BFP	BACKFLOW PREVENTOR	SH	SHOWER
BFF	BELOW FINISH FLOOR	WCO	WALL CLEAN OUT
CO	CLEAN OUT	WHA	WATER HAMMER ARRESTOR
COTG	TOP TO GROUND CLEAN OUT	VTR	VENT THRU ROOF
CW	DOMESTIC COLD WATER	UON	UNLESS OTHERWISE NOTED

GREASE INTERCEPTOR CALCULATIONS

Reference No: 2507 Project Name: 001 pizza Eng. Firm: E+E

CALCULATIONS

Step 1: Flow Rate to grease interceptor
(lower of pipe size and total fixture flow rate)

Total Fixture Flow Rate: 48.5 GPM
Pipe Flow Rate (3 in): 35 GPM
35 GPM

Step 2: Grease Production
Number of seats in facility: 50

Grease Rating per meal: Medium, 0.0325 lbs
Days between pump-outs: 90 days

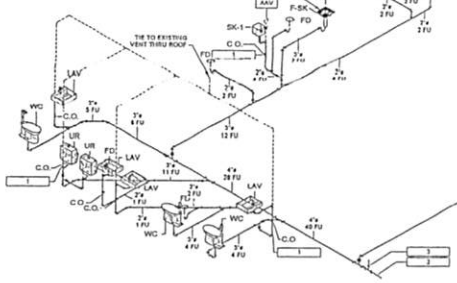
50 x 4 x 0.0325 x 90 = 585 lbs of FOG

Select Model	
GB-75	Description: Polyethylene Grease Interceptor Flow Rate/Grease Capacities: 75 GPM/6,18.0 lbs Liquid Capacity: 125 gal

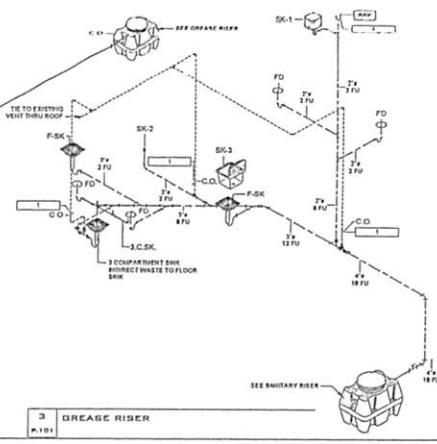
FIXTURE INFORMATION

NAME/TAG	TYPE	QTY	FLOW RATE (SANITARY)	DFU	DIMENSIONS	CAPACITY
3 compartment	Multi-Compartment Three Ba...	1	30 GPM 60 GPM	6	21" x 21" x 14"	80 gal
Floor drain	Floor Drain	2	N/A [12]A	2	N/A	N/A
Food Prep sink	Prep Sink One Bowl	1	10 GPM 20 GPM	2	21" x 21" x 14"	27 gal
Hand	Hand Sink	1	1.5 GPM [3 GPM]	3	N/A	N/A
Ice maker Floor sink	Floor Sink	1	N/A [12]A	2	N/A	N/A
Mop	Mop Sink	1	5 GPM [10 GPM]	3	N/A	N/A

GREASE INTERCEPTOR CALCULATION
1/4" = 1'-0"



2 P.101 SANITARY RISER



3 P.101 GREASE RISER

E+E CONSULTING ENGINEERING
GIUSEPPE VEDIANI
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HOLLYWOOD, FL 33020
PH. 954.966.9700
C.A. 29936

PERMIT SET

ALLICA ARCHITECTURAL GROUP

901 PIZZERIA & BAR
901 PROGRESSO PLAZA, FORT LAUDERDALE, FL

PROJECT ARCHITECT
ROBERT C. ALLICA, ARCHITECT
2414 NORTH EAST 13 AVENUE
WILTON MANORS, FLORIDA 33305
V 954.563.5339 F 954.563.5108

REVISIONS
No. Description Date

DRAWN BY
CHECKED BY
APPROVED BY

PROJECT NO. 18160
ISSUE DATE FEB 12, 2019
SHEET NO. P.101

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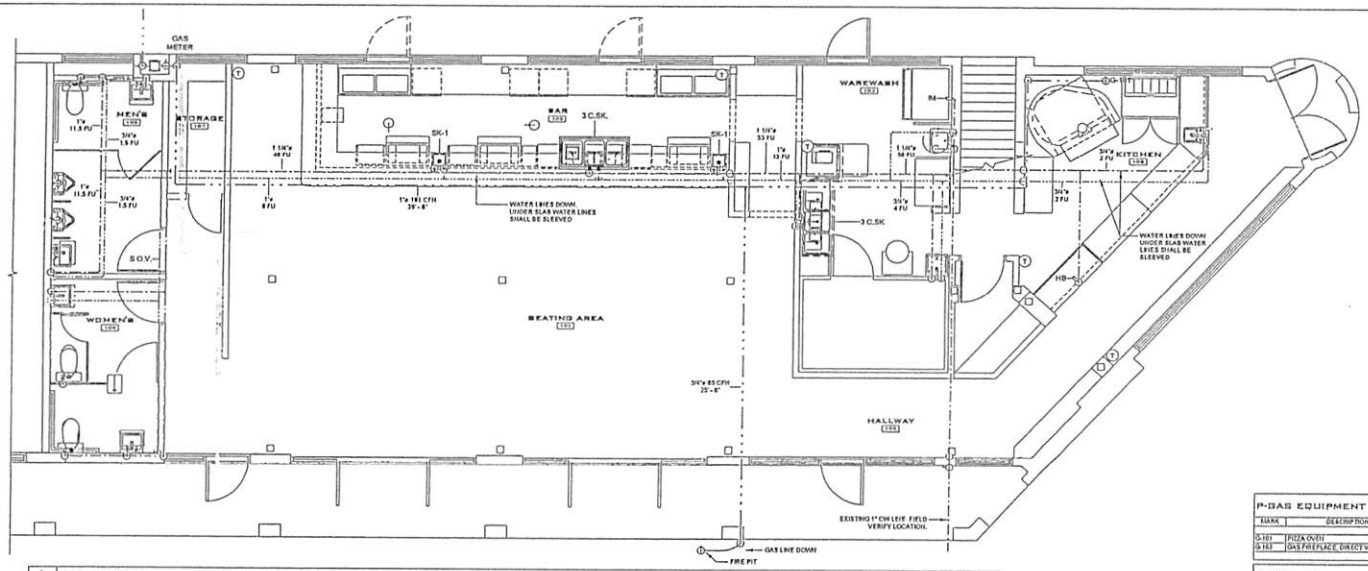
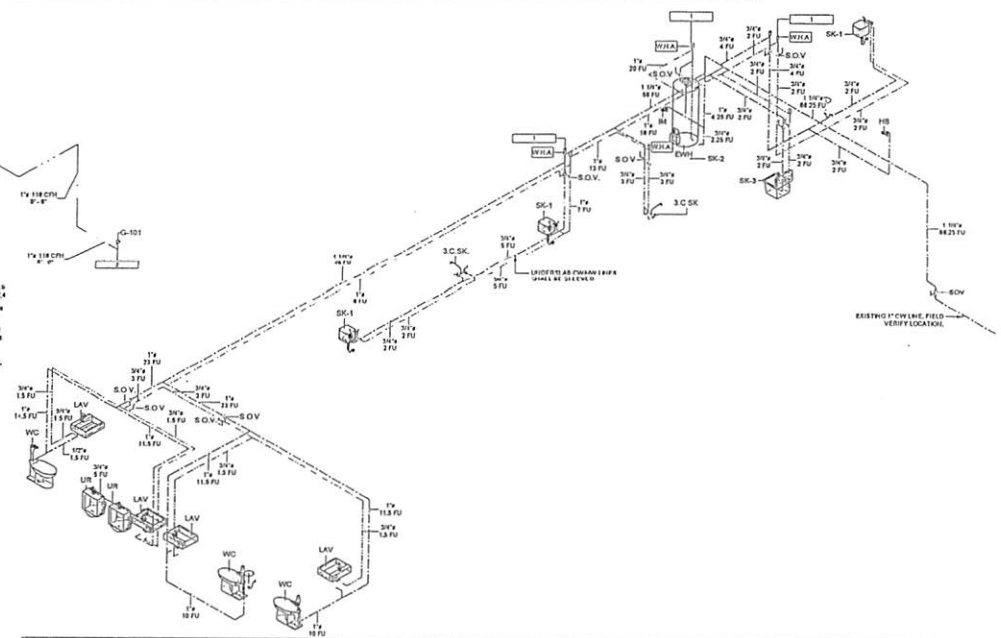


1 WATER DISTRIBUTION PLAN
P.102 1/4" = 1'-0"

NATURAL GAS NOTES:
- THE EQUIPMENT SHALL BE INSTALLED WITH PIPING FROM WHERE REGULATOR AND APPLIANCES SHALL BE SCHEDULE 40 METALIC PIPE SIZED AS PER FBC FUEL GAS TABLE 402.4 (2)- LESS THAN 2PSI INLET PRESSURE, 0.5 inwc
- UNLESS OTHERWISE NOTED PIPING INSIDE OR ADJACENT TO WALLS EXTENDING FROM METER AND WHERE REGULATOR SHALL SCHEDULE 40 GALVANIZED PIPE SIZED AS PER FBC FUEL GAS TABLE 402.4(5)- 2PSI INLET PRESSURE, 1.0 inwc
- UNDERGROUND GAS PIPING SHALL BE POLYETHYLENE PIPE WITH TRACER WIRE, FBC FUEL GAS TABLE 402.4(2)- 2PSI INLET PRESSURE, 1.0 inwc
- ALL GAS PIPE PENETRATIONS INTO THE BUILDING ARE MADE ABOVE GRADE
- GAS SYSTEM TO BE INSTALLED BY A QUALIFIED LICENSED CONTRACTOR
- VERIFY EQUIPMENT BTU'S & PRIOR TO INSTALLATION.
- UNDERGROUND PIPING SYSTEMS SHALL BE INSTALLED A MINIMUM DEPTH OF 12" BELOW GRADE.
- GAS PIPING SHALL BE BONDED AS PER FBC G310 AND NEC 250.104

3 GAS RISER
P.103



2 WATER DISTRIBUTION RISER
P.103

P-GAS EQUIPMENT

MARK	DESCRIPTION	GAS	MODEL	MFR.
G-101	PIZZA OVEN	114		OWNER TO SELECT
G-102	GAS FIREPLACE, DIRECT VENT	45	FIREPLACE	SEE ARCH.
		161		

KEYNOTES

1. WATER HAMMER ARRESTORS AS PER FBCR P3003.5 / FBCP-604.8 - SEE WATER HAMMER ARRESTOR SCHEDULE FOR SIZE
2. SEDIMENT TRAP, TEE FITTING WITH CAPPED NIPPLE
3. MAIN GAS SHUT OFF VALVE, BY GAS COMPANY
4. OUTDOORS, VENTED, 2 P.S.I. MAXIMUM PRESSURE REGULATING VALVE, PROVIDE A LISTED, ACCESSIBLE SHUT-OFF VALVE AHEAD OF EACH MP REGULATOR (TYP) FBCR G2420.4 (#16.4)

P-WATER HEATER SCHEDULE

MARK	MFR.	MODEL	DESCRIPTION	DIMENSIONS
EWH	AMERICAN	EL50S40-120MV	HEAVY DUTY COMMERCIAL ELECTRIC WATER HEATER, 120V	22"H X 20" DIAMETER

P-PLUMBING FIXTURE SCHEDULE

Type Mark	Description	Count	WASTE WFU	WASTE WFU TOTAL	COLD WATER CWFU	COLD WATER CWFU TOTAL	HOT WATER HWFU	HOT WATER HWFU TOTAL
	SINK FAUCET	2	0	0	3	6	3	6
3.C.SK.	THREE COMPARTMENT SINK	1	2	2	3	3	3	3
F-SK	FLOOR SINK	4	2	8		0		0
FD-1	FLOOR DRAIN	4		0	2	8	2	8
FD	FLOOR DRAIN	4	1	4	0	0	0	0
LAV	LAVATORY	6	1	6	1.5	9	1.5	9
SK-1	SINK WITH DISPOSAL	3	2	6	3	9	3	9
SK-2		1	2	2	3	3	3	3
SK-3	FOOD PREPARATION SINK - INDIRECT WASTE	1	2	2	3	3	3	3
UR	URINAL	3	4	12	10	30	0	0
WC	WATER CLOSET - WITH SELECTRONIC FLOWISE DUAL FLUSH 1.28-1.1 GPF	3	4	12	10	30	0	0
Grand total: 31				63		80.25		40.25

PLUMBING LEGEND

SANITARY SEWER PIPE	GATE VALVE
GREASE - SANITARY SEWER PIPE	GLOBE VALVE
VENT PIPE	CHECK VALVE
COLD WATER PIPE	BALANCING VALVE
HOT WATER PIPE (110°)	GAS COCK
CONDENSATE PIPE	CAPPED END OF PIPE
STORM DRAIN PIPE	CLEAN OUT
GAS PIPE	P-TRAP
PIPE RISER UP	HOSE BIB WITH SOV
PIPE RISER DOWN	RECESSED HOSE BIB W/ SOV
CAPPED OUTLET	SINGLE HANDLE SHOWER TRIM WITH THERMOSTATIC VALVE

ABBREVIATIONS

E	EXISTING	FD	FLOOR DRAIN
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COTG	TOP TO GROUND CLEAN OUT	VTR	VENT THRU ROOF
CW	DOMESTIC COLD WATER	UCH	UNLESS OTHERWISE NOTED

CONSULTING ENGINEERING
GIUSEPPE MEDIANI
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PH. 954.584.9700
C.A. 29934
TO THE BEST OF MY KNOWLEDGE, THE PLANS, SPECIFICATIONS, AND CALCULATIONS MEET THE APPLICABLE MINIMUM CODE REQUIREMENTS, AS OF THE DATE OF THIS PREPARATION, AS DETERMINED BY THE LOCAL AUTHORITIES IN ACCORDANCE WITH FLORIDA BUILDING CODE.

PERMIT SET

GIUSEPPE MEDIANI P.E. #49495

ALLICA ARCHITECTURAL GROUP

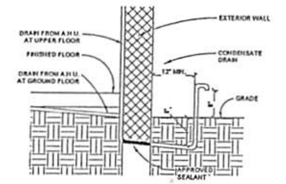
PROJECT ARCHITECT
ROBERT C ALLICA, ARCHITECT
2434 NORTHEAST 6 AVENUE
WILTON MANORS, FLORIDA 33305
V 954 562 5020 F 954 563 5208

REVISIONS
No. Description Date

901 PIZZERIA & BAR
901 PROGRESSO PLAZA, FORT LAUDERDALE, FL

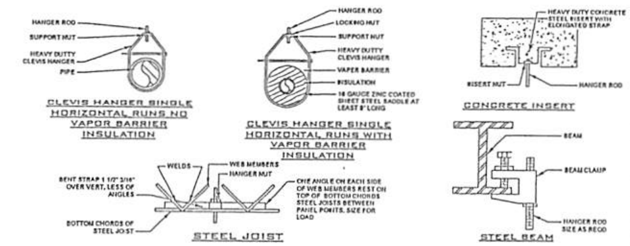
DRAWN BY: R.B.
CHECKED BY: A.H.
APPROVED BY: A.H.

PROJECT NO: 18160
ISSUE DATE: FEB 13, 2019
SHEET NO. P.102

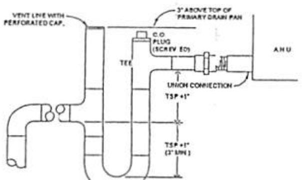


NOTES:
1. CONDENSATE DRAIN SHALL BE 3/4"Ø (PVC SCHEDULE 40) SLOPED TO A POINT OUTSIDE OF STRUCTURE ONTO PERMEABLE SURFACE OR TO/THRU RAIN GUTTER.
2. SEAL CIRCUMFERENCE OF PIPE AT STRUCTURE PENETRATION W/EPOXY OR SILICONE SEALANT.
3. FBC-M-307.2.5 ALL HORIZONTAL PRIMARY CONDENSATE DRAINS WITHIN AIR CONDITIONED AREAS SHALL BE INSULATED TO PREVENT CONDENSATION FROM FORMING ON THE EXTERIOR DRAIN PIPE.

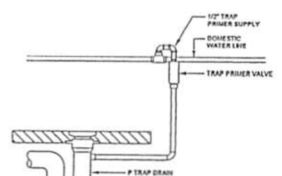
1 | CONDENSATE DRAIN P.201 N.T.S.

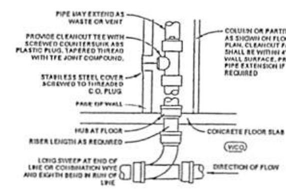


2 | PIPE SUPPORT P.201 N.T.S.



NOTES:
1. CONDENSATE DRAIN SHALL BE 3/4"DIA (PVC SCHEDULE 40) SLOPED TO A POINT OUTSIDE OF STRUCTURE ONTO PERMEABLE SURFACE OR TO/THRU RAIN GUTTER.
2. SLOPE DRAIN LINE TO CONDENSATE (MIN. 1/8" PER FOOT)
3. FBC-M-307.2.5 ALL HORIZONTAL PRIMARY CONDENSATE DRAINS WITHIN AIR CONDITIONED AREAS SHALL BE INSULATED TO PREVENT CONDENSATION FROM FORMING ON THE EXTERIOR DRAIN PIPE.



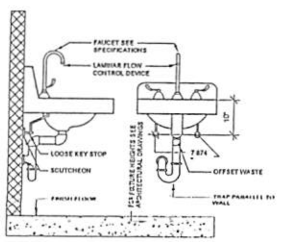


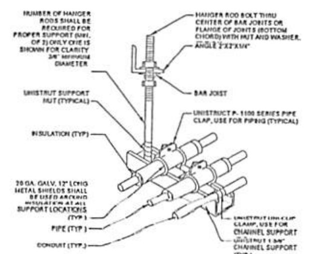
PROVIDE WCO WHERE SHOWN ON PLAN, AND ON SANITARY WASTE BRANCHES NOT SERVED WITH A FLOOR CLEANOUT; LOCATE ABOVE FIXTURE FLOOD RIM WITHIN 4" OF FLOOR.

3 | CONDENSATE TRAP P.201 N.T.S.

4 | TRAP PRIMER DETAIL P.201 N.T.S.

5 | WALL CLEAN OUT P.201 N.T.S.





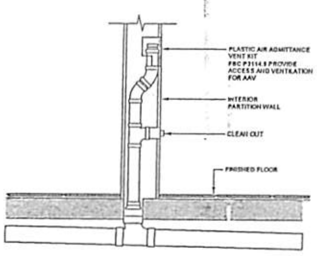
MAXIMUM PIPE / TUBING SUPPORT SPACING, FEET

NOM SIZE	THRU 3/4"	1"	1 1/4"	1 1/2"
	6 FT	6	7	8

NOTES:
1. ALL PIPE CONDUIT, ETC. OF ALL TRADES SHALL BE COMBINED ON SAME SUPPORT CHANNEL WHERE PRACTICAL.
2. SUPPORT CHANNEL LENGTH SHALL NOT BE DETERMINED UNTIL ALL PIPING, CONDUIT, ETC. TO BE SUPPORTED IS COORDINATED.

7 | P-WHEELCHAIR LAVATORY P.201 N.T.S.

8 | PIPING SUPPORT ABOVE CEILING P.201 N.T.S.



9 | AAV IN PARTITION WALL P.201 N.T.S.

DIVISION 22 PLUMBING NOTES

01. GENERAL

00. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH FLORIDA BUILDING CODE PLUMBING 6TH EDITION (2017) AND WITH ANY OTHER WITH APPLICABLE LOCAL CODES, RULES AND ORDINANCES.

01. THESE DRAWINGS SHALL NOT BE USED FOR CONSTRUCTION UNLESS THEY ARE SIGNED AND SEALED AND HAVE BEEN APPROVED BY THE BUILDING DEPARTMENT AND ALL OTHER PERTINENT CITY, COUNTY AND STATE AGENCIES. IT IS THE CONTRACTORS RESPONSIBILITY TO BUILD FROM THE MOST UP-TO-DATE AND COMPLETE SET OF CONSTRUCTION DOCUMENTS. THE RELEASE AND USE OF PARTIAL DOCUMENTS DURING DESIGN DEVELOPMENT AND BIDDING SHALL NOT RELIEVE THE GENERAL CONTRACTOR OF HIS/HER RESPONSIBILITY FOR HIS/HER WORK AND THE COORDINATION OF IT WITH ALL TRADES.
THE CONTRACTOR ASSUMES ALL RISK AND FINANCIAL RESPONSIBILITY FOR PROCEEDING WITH WORK THAT IS IN VARIANCE WITH THE APPROVED SIGNED AND SEALED CONSTRUCTION DOCUMENTS.

02. PLUMBING PLANS IN GENERAL, ARE DIAGRAMMATIC IN NATURE, AND ARE TO BE READ IN CONJUNCTION WITH ARCHITECTURAL, MECHANICAL, ELECTRICAL AND STRUCTURAL PLANS AND SHALL BE CONSIDERED AS ONE SET OF DOCUMENTS. DUCT AND PIPING OFFSETS, BENDS AND TRANSITIONS WILL BE REQUIRED TO PROVIDE AND INSTALL A COMPLETE FUNCTIONAL SYSTEM AND SHALL BE PROVIDED BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER.

03. PLUMBING CONTRACTOR SHALL VISIT THE JOB SITE AND THOROUGHLY FAMILIARIZE HIMSELF WITH ALL EXISTING CONDITIONS.

04. ALL MATERIALS SHALL BE NEW.

05. ALL WORK SHALL BE PERFORMED BY A LICENSED PLUMBING CONTRACTOR IN A FIRST CLASS WORKMANLIKE MANNER. THE COMPLETED SYSTEM SHALL BE FULLY OPERATIVE. ALL EXCAVATION AND BACK FILL AS REQUIRED FOR THIS PHASE OF CONSTRUCTION SHALL BE A PART OF THIS CONTRACT.

06. CONTRACTOR SHALL COORDINATE EXACT LOCATION OF SANITARY AND DOMESTIC WATER PIPING BEFORE STARTING ANY WORK. NOTIFY ARCHITECT / ENGINEER OF ANY DEVIATIONS FROM DESIGN DRAWINGS.

07. PLUMBING / MECHANICAL EQUIPMENT, PUMPS, FIXTURES ETC SPECIFICATIONS ARE DIAGRAMMATIC IN NATURE, AND SHALL BE INSTALLED AS PER MANUFACTURE WRITTEN INSTRUCTIONS WITH ALL ITS ACCESSORIES TO BE COMPLETE FUNCTIONAL SYSTEM AND SHALL BE PROVIDED BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER.

08. DRAWINGS ARE DIAGRAMMATIC. DO NOT SCALE FOR THE EXACT LOCATION OF FIXTURES, PIPING, EQUIPMENT, ETC.

09. ALL WORK SHALL BE COORDINATED WITH OTHER TRADES TO AVOID INTERFERENCE WITH THE PROGRESS OF CONSTRUCTION. REPORT ANY DISCREPANCY TO ENGINEER/ARCHITECT, PRIOR TO BEGINNING CONSTRUCTION.

10. PLUMBING CONTRACTOR SHALL GUARANTEE ALL MATERIALS AND WORKMANSHIP FREE FROM DEFECTS FOR A PERIOD OF NOT LESS THAN ONE (1) YEAR FROM DATE OF CERTIFICATE OF OCCUPANCY IS ISSUED. CORRECTION OF ANY DEFECTS SHALL BE COMPLETED WITHOUT ADDITIONAL CHARGE WITHIN 72 HRS. OF NOTIFICATION AND SHALL INCLUDE REPLACEMENT OR REPAIR OF ANY OTHER PHASE OF THE INSTALLATION WHICH MAY HAVE BEEN DAMAGED.

11. VERIFY LOCATION, SIZE, DIRECTION OF FLOW AND INVERTS OF ALL EXISTING UTILITIES PRIOR TO BEGINNING OF CONSTRUCTION. ADVISE ENGINEER OF ANY DISCREPANCIES.

12. REQUIRED INSURANCE SHALL BE PROVIDED BY THE PLUMBING CONTRACTOR FOR PROTECTION AGAINST PUBLIC LIABILITY AND PROPERTY DAMAGE FOR THE DURATION OF THE WORK.

13. PLUMBING CONTRACTOR SHALL SECURE AND PAY FOR ALL PERMITS, FEES, INSPECTION AND TESTS. PLUMBING CONTRACTOR TO OBTAIN PERMIT AND APPROVED SUBMITTALS PRIOR TO BEGINNING WORK OR ORDERING EQUIPMENT. PLUMBING CONTRACTOR MUST BE PRESENT FOR ALL INSPECTIONS OF HIS WORK BY REGULATORY AUTHORITIES.

02. SHOP DRAWINGS - SUBMITTALS

01. SHOP DRAWINGS. CONTRACTOR SHALL SUBMIT FOR APPROVAL ALL SPECIFIED PLUMBING EQUIPMENT AND FIXTURES WITHIN 30 DAYS OF SIGNING CONTRACT. WORK SHALL NOT PROCEED WITHOUT THE APPROVAL OF THESE SUBMITTALS. REFER TO GENERAL OUTLINE SPECIFICATIONS FOR SHOP DRAWINGS REQUIREMENTS.

02. ALL SUBMITTALS SHALL CLEARLY INDICATE EXACTLY WHICH ITEMS ARE BEING PROPOSED FOR USE. IF NOT THE SUBMITTAL SHALL BE REJECTED.

03. THE CONTRACTOR ASSUMES ALL DESIGN RESPONSIBILITY AND ALL FINANCIAL RISK FOR PROCEEDING PRIOR TO SHOP DRAWINGS PROCESSING AND ON ANY ITEM OR WORK THAT IS IN VARIANCE TO THE CONSTRUCTION DOCUMENTS.

04. THE CONTRACTOR SHALL CONSULT WITH ARCHITECT/ENGINEER BEFORE CHANGING THE PLANS, AND SUPPLY THE ARCHITECT WITH "AS-BUILT" DRAWINGS. ARCHITECTURAL AND OR ENGINEERING EXPENSES THAT ARE INCURRED DUE TO REVISIONS OR SUBSTITUTIONS REQUESTED BY THE CONTRACTOR SHALL BE PAID BY THE CONTRACTOR ON A C.O.D. BASIS.

03. PIPING

01. U.O.N. WATER PIPING SHALL BE:
ALTERNATE 1. FLOW WATER GOLD CPVC ASTM D2846; ASTM F 441; ASTM F 442; CSA B137.6
ALTERNATE 2: COPPER OR COPPER ALLOY TUBING, TYPE K, ASTM B88
ALTERNATE 3: CROSS-LINKED POLYETHYLENE (PEX) PLASTIC TUBING, ; ASTM F873
PVC MAY NOT BE USED THRU RATED ASSEMBLIES OR IN PLENUMS.

02. UNLESS OTHERWISE NOTED, ALL WATER PIPING SHALL BE OVERHEAD.

03. UNDER SLAB WATER LINES SHALL BE SLEEVED

04. NO JOINTS UNDERGROUND FOR COPPER

05. U.O.N. SOIL, WASTE, VENT AND RAINWATER PIPING SHALL BE
ALTERNATE 1. PVC DWV SCHEDULE 40, ASTM D2665
ALTERNATE 2: CAST IRON PIPE ASTM A74, ASTM A 888 - ONLY ABOVE GROUND, NO LESS THAN 6"
PVC MAY NOT BE USED THRU RATED ASSEMBLIES OR IN PLENUMS

06. CONDENSATE DRAIN LINES TO BE RUN UNDER SLAB IN PVC DWV SCHEDULE 40 PIPE AND STUBBED OUT OF WALL TO UNIT. PVC PIPING WITH ARMAFLEX INSULATION MAY BE USED. SEE PLUMBING DRAWINGS FOR SIZE AND LOCATION OF PIPING

08. ISOLATE COPPER PIPE FROM HANGER OR SUPPORTS WITH ISOLATOR PAD.

09. ALL FIRE RATED FLOOR AND WALL PENETRATIONS SHALL BE PROPERLY PROTECTED FROM FIRE, SMOKE AND WATER PENETRATION BY FILLING VOIDS BETWEEN PIPE AND WALL/FLOOR SLEEVES WITH FIRE RATED FOAM, TO ACHIEVE THE SAME RATING AS WALLS OR FLOORS AS PART OF THE PLUMBER'S WORK.

10. NO COMBUSTIBLE MATERIAL TO BE USED IN MECHANICAL ROOMS OR IN CEILING SPACES WHERE USED AS RETURN AIR PLENUMS.

11. NO WATER, SANITARY OR DRAINAGE PIPING PERMITTED IN ELECTRICAL OR ELEVATOR EQUIPMENT ROOMS.

12. ALL SANITARY AND DOMESTIC WATER SUPPLY PIPING SHALL BE TESTED FOR LEAKS BEFORE PIPING IS CONCEALED AND CONNECTED TO PLUMBING FIXTURES OR EQUIPMENT

13. FBC P 610.1 ALL DOMESTIC WATER PIPING SHALL BE DISINFECTED BY INTRODUCING A SOLUTION OF CALCIUM HYDROCHLORIDE OF 50 PARTS PER MILLION OF CHLORIDE AND AS PER AWWA STANDARDS

14. ALL HORIZONTAL SANITARY PIPING SHALL SLOPE:
2" OR LESS DRAIN @ 1/4" DROP PER FOOT
3" OR LARGER DRAIN @ 1/8" DROP PER FOOT

15. DRY VENT SHALL HAVE A MIN. SLOPE OF 4%

16. U.O.N. WATER LINE BETWEEN SHOWER HEAD AND VALVE SHALL BE COPPER

17. ALL OVERHEAD WATER DISTRIBUTION LINES SHALL BE 3/4" MIN

18. FBC P 305 SANY PIPE THAT PASSES UNDER A FOOTING OR THROUGH A FOUNDATION WALL SHALL BE PROVIDED WITH A RELIEVING ARCH, OR A PIPE SLEEVE PIPE SHALL BE BUILT INTO THE FOUNDATION WALL. THE SLEEVE SHALL BE TWO PIPE SIZES GREATER THAN THE PIPE PASSING THROUGH THE WALL.

18. HOT WATER AND DRAIN PIPES UNDER LAVATORIES SHALL BE INSULATED OR OTHERWISE CONFIGURED TO PROTECT AGAINST CONTACT. THERE SHALL BE NO SHARP OR ABRASIVE SURFACES UNDER LAVATORIES.

04. PIPE FITTING AND ACCESORIES

01. STUDOR MINIMAXI AIR ADMITTANCE VALVES MAY BE USED AS AN ALTERNATE TO VENT PIPING THRU ROOF WHERE ACCEPTABLE BY THE PLUMBING OFFICIAL AND LOCAL CODES. INSTALLATION SHALL BE AS PER MANUFACTURER'S RECOMMENDATIONS.

02. DIELECTRIC COUPLINGS ARE REQUIRED BETWEEN ALL DISSIMILAR METAL IN PIPING AND EQUIPMENT CONNECTIONS, EXCEPT AT WATER HEATER AS PER CODE

03. CLEAN OUT SHALL BE PROVIDED AT THE BASE OF EACH WASTE OR SOIL STACK, AS PER FBC-P-708.3.4

04. PROVIDE CHROME PLATED COMBINATION COVER PLATE AND CLEAN OUT PLUG OR ACCESS PANEL FOR ALL WALL CLEAN OUTS.

05. ALL EXTERIOR CLEAN OUTS SHALL BE TERMINATED UP TO GRADE AND SHALL BE MARKED

05. VALVES

01. PROVIDE ANGLE STOPS ON ALL WATER SERVICE LINES TO FIXTURES FOR INDIVIDUAL SHUT-OFF.

02. PROVIDE WATER HAMMER ARRESTORS AS PER F.B.C. P-604.9

03. PROVIDE BACKFLOW PREVENTOR AT WATER METER.

04. PROVIDE ANTI-SCALDING VALVE FOR TUBS / SHOWERS & SHOWERS SHALL BE PROTECTED WITH A CONTROL VALVE OF THE PRESSURE BALANCE, THERMOSTATIC MIXING COMBINATION TYPE SET. HANDLE POSITION STOPS PER MANUFACTURER INSTRUCTION AT TIME OF INSTALLATION TO A MAXIMUM MIXED WATER OUTLET TEMPERATURE OF 120 F

05. HOSE BIBS SHALL BE 3/4" "WROUGHT BRASS CONSTRUCTION WITH SHUT OFF VALVE AND VACUUM BREAKER.

05. THE HOT WATER SUPPLIED TO BATHTUBS AND WHIRLPOOL BATHTUBS SHALL BE LIMITED TO A MAXIMUM TEMPERATURE OF 120°F (49°C) BY A WATER TEMPERATURE-LIMITING DEVICE THAT CONFORMS TO ASSE 1070

06. PROVIDE AN INDIVIDUAL ACCESSIBLE SHUT OFF VALVE ON THE FIXTURE SUPPLY SIDE TO EACH APPLIANCE, MECHANICAL EQUIPMENT AND PLUMBING FIXTURE OTHER THAN BATHTUBS AND SHOWERS. FBCR P2903.9.1 / FBC P606.2 PROVIDE APPROPRIATELY MARKED ACCESS PANELS. COORDINATE LOCATIONS WITH GENERAL CONTRACTOR PRIOR TO INSTALLATION

06. PLUMBING FIXTURES

02. PLUMBING FIXTURES SHALL COMPLY WITH FBC-P-SECTION-604. ALL RESIDENTIAL PLUMBING FIXTURES SHALL COMPLY WITH FBCR-CHAPTER 27

03. ALL FLOOR DRAINS SHALL HAVE TRAP PRIMERS. 2" MINIMUM SIZE UNDER SLAB DRAIN.

04. PLUMBING FIXTURES SHALL BE AS SELECTED BY OWNER. FIXTURES SHALL BE COMPLETE WITH DRAINS, TRAPS SUPPLIES AND ANY OTHER ACCESSORY REQUIRED. FIXTURES AND FAUCETS SHALL COMPLY WITH F.B.C. WATER SAVINGS STANDARDS

05. QUALITY OF FIXTURES. PLUMBING FIXTURES, FAUCETS AND FIXTURE FITTINGS SHALL BE CONSTRUCTED OF APPROVED MATERIALS, SHALL HAVE SMOOTH IMPERVIOUS SURFACES, SHALL BE FREE FROM DEFECTS AND CONCEALED FOULING SURFACES, AND SHALL CONFORM TO THE STANDARDS CITED IN THIS CODE. PLUMBING FIXTURES SHALL BE PROVIDED WITH AN ADEQUATE SUPPLY OF POTABLE WATER TO FLUSH AND KEEP THE FIXTURES IN A CLEAN AND SANITARY CONDITION WITHOUT DANGER OF BACKFLOW OR CROSS CONNECTION.

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GIUSEPPE MEDIANI
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PH. 954.546.9700
C.A. 29956

TO THE BEST OF MY KNOWLEDGE, THE PLANS AND SPECIFICATIONS COMPLY WITH THE APPLICABLE MINIMUM BUILDING CODES, AS OF THE TIME OF THEIR PREPARATION, AS ESTABLISHED BY THE LOCAL AUTHORITIES IN ACCORDANCE WITH FLORIDA BUILDING CODE

GIUSEPPE MEDIANI P.E. #59455

PERMIT SET

ALLICA ARCHITECTURAL GROUP

PROJECT ARCHITECT
ROBERT C ALLICA, ARCHITECT
2454 NORTHEST 13 AVENUE
WILTON MANORS, FLORIDA 33305
V 954 563 5328 F 954 563 5308

REVISIONS
No. Description Date

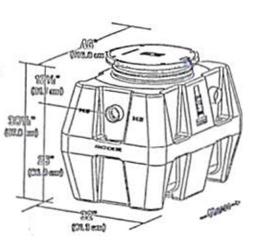
901 PIZZERIA & BAR
901 PROGRESSO PLAZA, FORT LAUDERDALE, FL

DRAWN BY	X.S
CHECKED BY	A.H.
APPROVED BY	A.H.
PROJECT NO	18160
ISSUE DATE	FEB. 4, 2019
SHEET NO	P.201

GB-75

75 GPM grease interceptor

Specification and Submittal



This unit is certified to ASME A112.14.3 (Type C) and CSA B481 and includes an internal flow control. External flow control with vent not required.

SUBMITTAL

Standard

Location: indoor/outdoor
Installation: above/below grade
Flow Rate: 75 GPM (4.7 L/s)
Grease Capacity: 853 lbs. (386.9 kg)
Removal Efficiency at the Rated Capacity: 90.8%
Solids Capacity: 19.2 gal. (72.7 L)
Liquid Capacity: 125 gal. (473.1 L)
Weight: 130 lbs. (59.0 kg)
Connections: 4" (100 mm) plain end inlet/outlet
Cover: bolted gas/water tight composite with 18,000 lb. load rating

Options

- ☐ 4" MPT inlet/outlet
- ☐ 6" plain end inlet/outlet
- ☐ 6" MPT inlet/outlet (stainless steel)
- ☐ CB36: Pedestrian Rated Covers - 2,000 lbs.
- ☐ CB36P: H20 load rated pickable cast iron covers - 16,000 lbs.
- ☐ CCDS: Integral membrane clamping collar kit
- ☐ AK: High Water Anchor Kit
- ☐ PPB: Pumpout Port

Field Cut Risers

- ☐ RS36 5" - 23"
- ☐ LS36 + 23" - 38"
- ☐ RS36 (x2) + 38" - 43"
- ☐ RS36 + LS36 + 43" - 58"
- ☐ LS36 (x2) + 58" - 72"

Approval

Signature:	Date:	Company:
Specifying Engineer:	Engineering Firm:	

SCHIER	MODEL NUMBER: GB-75	DESCRIPTION: 75 GPM Polyethylene Grease Interceptor		
	PART #: 4045-001-02	DWN BY: S. Farrar	DATE: 6/06/2016	REV: A

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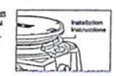
SPECIAL PRECAUTIONS

For All Schier Grease Interceptor Installations - Failure to follow this guidance voids your warranty

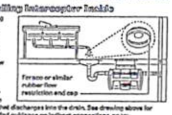
Installation Instructions

Installation instructions and additional components are included with the interceptor. Read all instructions prior to installation. This interceptor is intended to be installed by a licensed plumber in conformance with all local codes.



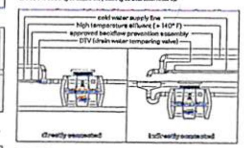
When Installing Interceptor Inside

If your dishwashing sink(s) discharges into a floor drain/sink (drain), you must regulate the flow into the drain to avoid an overflow of water onto the kitchen floor. This can be done by installing a valve or flow restriction cap on the sink piping that discharges into the drain. See drawing above for guidance. For detailed guidance on indirect connections, go to: http://websolutschierproducts.com/Technical_Docs/Indirect_Connections.pdf



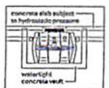
High Temperature Kitchen Water

If water is entering the interceptor at excessive temperature (over 140° F), a drain water tempering valve (DTV) and approved backflow prevention assembly must be installed. Most state and local plumbing codes prohibit water above 140° F being discharged into the sanitary sewer. Water above 140° F will weaken or deform PVC Schedule 40 pipe, poly drainage fixtures like interceptors and erode the coating of cast iron (leading to eventual failure).



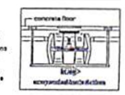
Hydrostatic Slabs (or Pressure Slabs)

When installed under a hydrostatic slab (slab designed to withstand upward lift, usually caused by hydrostatic pressure) interceptor must be enclosed in a watertight concrete vault.



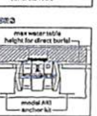
Fully Support Base of Unit

Install unit on solid, level surface in contact with the entire footprint of unit base; for suspended installations design trapeze to support the wet weight of the unit. Do not partially support unit or suspend unit using metal U-channel to create a trapeze.



High Water Table Installations

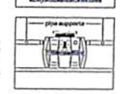
Interceptors and risers are not designed to withstand water table height in excess of the top of the unit when buried (see figure). If it is possible for this to occur, install the interceptor and risers in a water-tight concrete vault or backfill with concrete or flowable fill (wet concrete and flowable backfill should be poured in stages to avoid crushing the interceptor). At risk areas include but are not limited to tidal surge areas, floodplains and areas that receive storm water.



Models GB-50, GB-75, and GB-250 that are direct buried in high water table scenarios must be installed with model AK anchor kit.

Support Inlet and Outlet Piping

For above grade installations ensure heavy inlet and outlet piping (such as cast iron or long runs) is properly supported or suspended during the entire installation process to prevent connection failure or damage to bulkhead fittings.



SCHIER	MODEL NUMBER: GB-75	DESCRIPTION: 75 GPM Polyethylene Grease Interceptor		
	PART #: 4045-001-02	DWN BY: S. Farrar	DATE: 6/06/2016	REV: A

9500 Woodend Road | Edwardsville, KS 66111 | Tel: 913-951-3300 | www.schierproducts.com

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SPECIFICATIONS

NOTES

1. 4" plain end inlet/outlet
2. Unit weight - w/composite covers: 130 lbs.; w/cast iron covers: 210 lbs. (For wet weight add 1,041 lbs.)
3. Maximum operating temperature: 140° F continuous
4. Capacities - Liquid: 125 gal.; Grease: 853 lbs. Solids: 19.2 gal
5. Built-in flow control. For series installations, only install flow control on the first unit in the series if necessary.
6. For gravity drainage applications only.
7. Do not use for pressure applications.
8. Cover placement allows full access to tank for proper maintenance.
9. Vent not required unless per local code.
10. Engineered inlet and outlet diffusers with inspection ports are removable to inspect / clean piping. For series installations, the top of the inlet diffuser on the first unit in the series must be sealed.
11. Integral air relief / Anti-siphon / Sampling access.

DIFFUSERSTREAM TECHNOLOGY

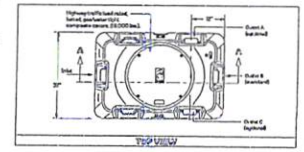
The inlet diffuser splits influent into three paths, creating laminar flow and utilizing the entire liquid volume of the tank for efficient grease separation. The calibrated openings greatly reduce effluent turbulence. The effluent enters the main chamber without disturbing the existing grease or sediment layers. The integral air relief / anti-siphon in the top of the outlet diffuser allows pressure stabilization within the unit during operation. The bottom of the outlet diffuser allows only effluent which is free of grease to exit the tank. It can easily be attached to any of the three outlets provided to ease job site piping layouts.

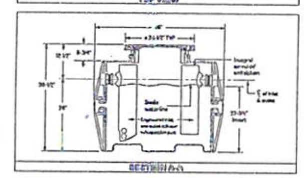
ENGINEER SPECIFICATION GUIDE

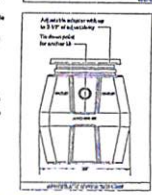
Schier Great Basin™ grease interceptor model # GB-75 shall be lifetime guaranteed and made in USA of seamless, rotationally-molded polyethylene. Interceptor shall be furnished for above or below grade installation. Interceptor shall be certified to ASME A112.14.3 (type C) and CSA B481.1, with field adjustable riser system, built-in flow control, built-in test caps and three outlet options. Interceptor flow rate shall be 75 GPM. Interceptor grease capacity shall be 853 lbs. Cover shall provide water/gas-tight seal and have minimum 18,000 lbs. load capacity.

CERTIFIED PERFORMANCE

Great Basin hydromechanical grease interceptors are third party performance-tested and listed by IAPMO to ASME #A112.14.3 and CSA B481.1 grease interceptor standards and greatly exceed requirements for grease separation and storage. They are compliant to the Uniform Plumbing Code and the International Plumbing Code.







Rated Grease Capacities for Units Piped in Series

No. of Units in Series	Removal Efficiency 90.8%	80%*
2	1,572 lbs.	961 lbs.
3	2,175 lbs.	1,598 lbs.
4	3,044 lbs.	2,335 lbs.
5	3,897 lbs.	3,072 lbs.
6	4,558 lbs.	3,809 lbs.
7	5,219 lbs.	4,546 lbs.
8	6,056 lbs.	5,283 lbs.

* Satisfies Inland DERM 80% efficiency requirements

SCHIER	MODEL NUMBER: GB-75	DESCRIPTION: 75 GPM Polyethylene Grease Interceptor		
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V 954 563 5220 F 954 563 5328

REVISIONS
No. Description Date

ALLICA ARCHITECTURAL GROUP

901 PIZZERIA & BAR
901 PROGRESSO PLAZA, FORT LAUDERDALE, FL

DRAWN BY	K.B.
CHECKED BY	A.A.
APPROVED BY	A.A.
PROJECT NO	18160
ISSUE DATE	FEB 13, 2019
SHEET NO	P.202

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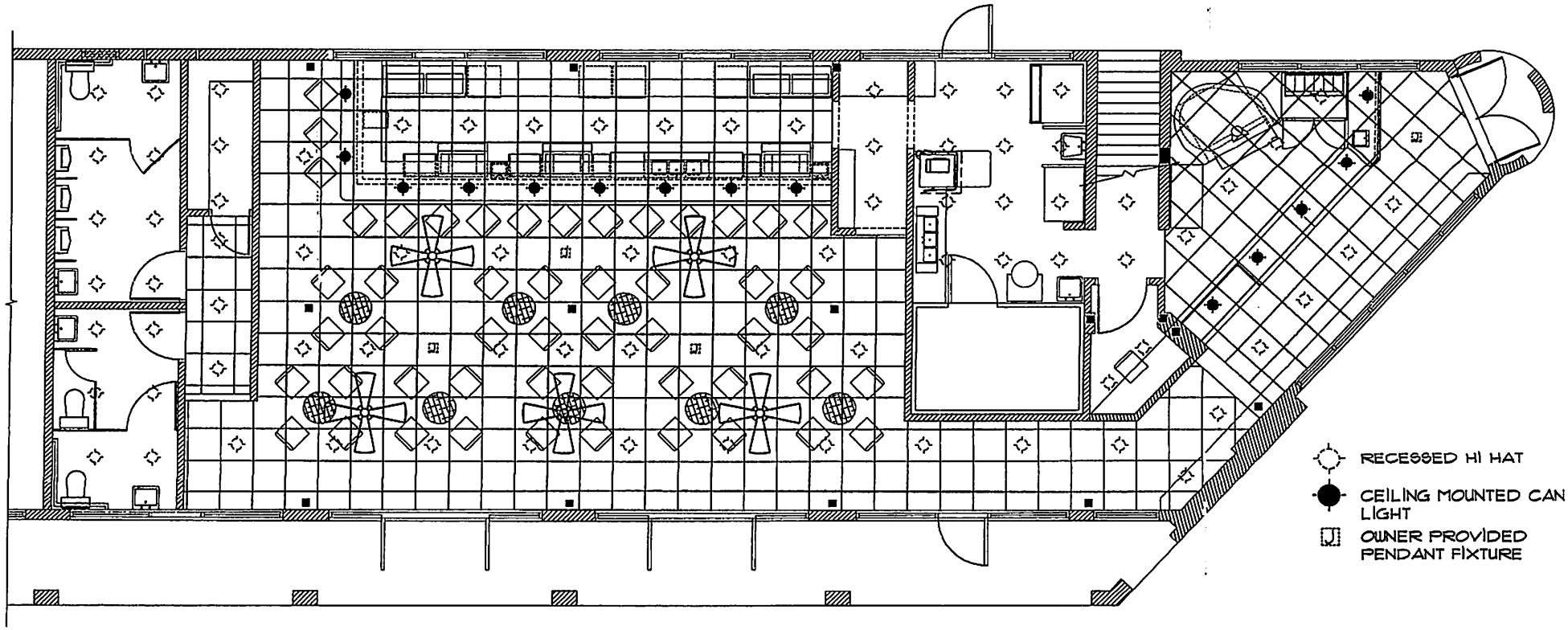

RECESSED HI HAT
CEILING MOUNTED CAN LIGHT
OWNER PROVIDED PENDANT FIXTURE

Branch Panel: PANEL A

Location: HALLWAY 108 | Volts: 120/240 Single | A.I.C. Rating: 22000
Supply From: | Phases: 1 | Mains Type: MLO
Mounting: RECESSED | Wires: 3 | Mains Rating: 200 A
Enclosure: NEMA 1 | | MCB Rating: 200 A

Notes:

CKT	Circuit Description	Wire Size	Trip	Poles	A		B		Poles	Trip	Wire Size	Circuit Description	CKT
A-1	[illegible]	1-#12, 1-#12, 1-#12	20 A	1	[illegible]	[illegible]			1	20 A	1-#12, 1-#12, 1-#12	[illegible]	A-2
A-3	[illegible]	1-#12, 1-#12, 1-#12	20 A	1			[illegible]	[illegible]	1	20 A	1-#12, 1-#12, 1-#12	[illegible]	A-4
A-5	Power BAR	1-#12, 1-#12, 1-#12	20 A	1	[illegible]	[illegible]			1	20 A	1-#12, 1-#12, 1-#12	Power BAR	A-6
A-7	Power HALLWAY 108	1-#12, 1-#12, 1-#12	20 A	1			[illegible]	[illegible]	1	20 A	1-#12, 1-#12, 1-#12	Power SEATING AREA 104	A-8
A-9	Power SEATING AREA 104	1-#12, 1-#12, 1-#12	20 A	1	[illegible]								A-10
A-11													A-12
A-13	Power HALLWAY	1-#12, 1-#12, 1-#12	20 A	1	[illegible]	[illegible]			1	20 A	1-#12, 1-#12, 1-#12	Power HALLWAY	A-14
A-15	Power SEATING AREA	1-#12, 1-#12, 1-#12	20 A	1			[illegible]	[illegible]	1	20 A	1-#12, 1-#12, 1-#12	Power MENS	A-16
A-17	Power WOMENS	1-#12, 1-#12, 1-#12	20 A	1	[illegible]	[illegible]			1	20 A	1-#12, 1-#12, 1-#12	[illegible]	A-18
A-19	Lighting HALLWAY	1-#12, 1-#12, 1-#12	20 A	1			[illegible]	[illegible]	1	20 A	1-#12, 1-#12, 1-#12	Lighting HALLWAY	A-20
A-21	Lighting WAREHOUSE	1-#12, 1-#12, 1-#12	20 A	1	[illegible]	[illegible]			1	20 A	1-#12, 1-#12, 1-#12	Lighting SEATING AREA	A-22
A-23	Power SEATING AREA	1-#12, 1-#12, 1-#12	20 A	1			[illegible]	[illegible]	1	20 A	1-#12, 1-#12, 1-#12	Lighting SEATING AREA	A-24
A-25	Lighting BAR 102	1-#12, 1-#12, 1-#12	20 A	1	[illegible]	[illegible]			2	[illegible]	[illegible]	HVAC SYSTEM 1	A-26
A-27							[illegible]						A-28
A-29													A-30
A-31							[illegible]		2	[illegible]	[illegible]	[illegible]	A-32
A-33					[illegible]								A-34
A-35	[illegible]	[illegible]	20 A	1			[illegible]	[illegible]	1	20 A	1-#12, 1-#12, 1-#12	Lighting - Exterior	A-36
A-37													A-38
A-39													A-40
A-41													A-42
				Total Load:	15800 VA		15338 VA						
				Total Amps:	133 A		128 A						

Legend:

Load Classification	Connected Load	Demand Factor	Estimated Demand	Panel Totals	
HVAC	17760 VA	100.00%	17760 VA		
Kitchen Equipment - Non-Dwelling Unit	4380 VA	65.00%	2380 VA	Total Conn. Load:	31138 VA
Lighting	1710 VA	125.00%	2138 VA	Total Est. Demand:	31003 VA
Lighting - Exterior	2700 VA	125.00%	3375 VA	Total Conn. Current:	130 A
Other	0 VA	0.00%	0 VA	Total Est. Demand Current:	131 A
Power	5371 VA	100.00%	5371 VA		

Branch Panel: PANEL B

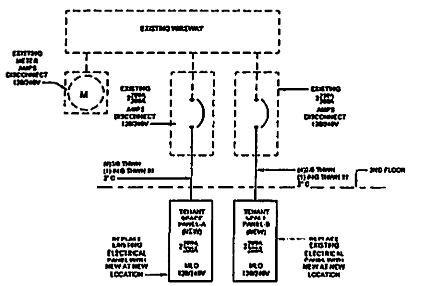
Location: HALL 110 | Volts: 120/240 Single | A.I.C. Rating: 22000
Supply From: | Phases: 1 | Mains Type: MLO
Mounting: RECESSED | Wires: 3 | Mains Rating: 200 A
Enclosure: NEMA 1 | | MCB Rating: 200 A

Notes:

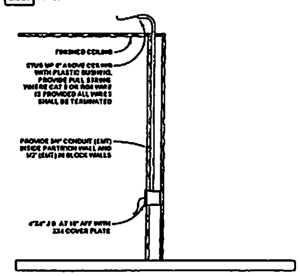
CKT	Circuit Description	Wire Size	Trip	Poles	A		B		Poles	Trip	Wire Size	Circuit Description	CKT
B-1	AHU #1	3-#8, 1-#8, 1-#10	50 A	2	[illegible]	[illegible]			2	50 A	3-#8, 1-#8, 1-#10	AHU #1	B-2
B-3	–	–	–	–			[illegible]	[illegible]	–	–	–	–	B-4
B-5	ACCU #2 - ON ROOF	3-#8, 1-#8, 1-#10	40 A	2	[illegible]	[illegible]			2	40 A	3-#8, 1-#8, 1-#10	ACCU #1 - ON ROOF	B-6
B-7	–	–	–	–			[illegible]	[illegible]	–	–	–	–	B-8
B-9	Power	1-#12, 1-#12, 1-#12	20 A	1	[illegible]	[illegible]			1	20 A	1-#12, 1-#12, 1-#12	Power KITCHEN	B-10
B-11	Kitchen Equipment - Non-Dwelling Unit	1-#12, 1-#12, 1-#12	20 A	1			[illegible]	[illegible]	1	20 A	1-#12, 1-#12, 1-#12	PIZZA OVEN KITCHEN	B-12
B-13	–	–	–	–	[illegible]	[illegible]			1	20 A	1-#12, 1-#12, 1-#12	PREP TABLE KITCHEN	B-14
B-15	DOUGH MAKER	3-#12, 1-#12, 1-#12	20 A	2			[illegible]	[illegible]	1	20 A	1-#12, 1-#12, 1-#12	Power HALLWAY	B-16
B-17	–	–	–	–	[illegible]	[illegible]			1	20 A	1-#12, 1-#12, 1-#12	DISHWASHER	B-18
B-19	ICE MACHINE WAREHOUSE	3-#12, 1-#12, 1-#12	20 A	2			[illegible]	[illegible]	1	20 A	1-#12, 1-#12, 1-#12	Kitchen Equipment - Non-Dwelling Unit	B-20
B-21	–	–	–	–	[illegible]	[illegible]			2	20 A	3-#12, 1-#12, 1-#12	WALK IN COOLER	B-22
B-23							[illegible]		–	–	–	–	B-24
B-25													B-26
B-27													B-28
B-29													B-30
B-31													B-32
B-33													B-34
B-35													B-36
B-37													B-38
B-39													B-40
B-41													B-42
				Total Load:	15676 VA		15621 VA						
				Total Amps:	130 A		133 A						

Legend:

Load Classification	Connected Load	Demand Factor	Estimated Demand	Panel Totals	
HVAC	20460 VA	100.00%	20460 VA	Total Conn. Load:	31306 VA
Kitchen Equipment - Non-Dwelling Unit	10432 VA	65.00%	6780 VA	Total Est. Demand:	28000 VA
Power	1080 VA	100.00%	1080 VA	Total Conn. Current:	131 A
				Total Est. Demand Current:	117 A



1 ELECTRICAL RISER
E.001 N.T.S.



2 LOW VOLTAGE OUTLET DETAIL
E.001 N.T.S.

DIVISION 26 ELECTRICAL NOTES

01. GENERAL

00 ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH FLORIDA BUILDING CODE 6TH EDITION 2017 AND NEC 2014
NFPA 70 NATIONAL ELECTRIC CODE LATEST EDITION
NFPA 110 EMERGENCY AND STANDBY SYSTEMS

01 THESE DRAWINGS SHALL NOT BE USED FOR CONSTRUCTION UNLESS THEY ARE SIGNED AND SEALED AND HAVE BEEN APPROVED BY THE BUILDING DEPARTMENT AND ALL OTHER PERTINENT CITY, COUNTY AND STATE AGENCIES. IT IS THE CONTRACTORS RESPONSIBILITY TO BUILD FROM THE MOST UP-TO-DATE AND COMPLETE SET OF CONSTRUCTION DOCUMENTS. THE RELEASE AND USE OF PARTIAL DOCUMENTS DURING DESIGN DEVELOPMENT AND BIDDING SHALL NOT RELIEVE THE GENERAL CONTRACTOR OF HIGHER RESPONSIBILITY FOR HIGHER WORK AND THE COORDINATION OF IT WITH ALL TRADES.
THE CONTRACTOR ASSUMES ALL RISK AND FINANCIAL RESPONSIBILITY FOR PROCEEDING WITH WORK THAT IS IN VARIANCE WITH THE APPROVED SIGNED AND SEALED CONSTRUCTION DOCUMENTS.

02. ELECTRICAL CONTRACTOR SHALL SUPPLY AND INSTALL ALL NEW ELECTRICAL WORK INDICATED. CONSTRUCTION SHALL BE IN ACCORDANCE WITH DRAWINGS AND APPLICABLE SPECIFICATIONS. IF A PROBLEM IS ENCOUNTERED IN COMPLYING WITH THIS REQUIREMENT, CONTRACTOR SHALL NOTIFY THE OWNER OR HIS REPRESENTATIVE AS SOON AS POSSIBLE AFTER DISCOVERY OF THE PROBLEM AND SHALL NOT PROCEED WITH THAT PORTION OF THE WORK UNTIL OWNER HAS DIRECTED CORRECTIVE ACTION TO BE TAKEN.

03. IT IS THE RESPONSIBILITY OF THE G.C. TO FULLY REVIEW THE EXISTING ELECTRICAL SERVICE EQUIPMENT, PANEL BOARDS, AND THE LIKE, AS WELL AS THE RELEVANT CONSTRUCTION DOCUMENTS. NO CLAIM FOR EXTRA COMPENSATION WILL BE ALLOWED DUE TO THE GENERAL CONTRACTOR'S FAILURE TO FULFILL THIS REQUIREMENT. G.C. SHALL COORDINATE OWNER'S VENDORS FOR TELEPHONE, AV, SECURITY AND DATA SYSTEMS (IF UNDER SEPARATE CONTRACT).

04 ALL WORK SHALL BE PERFORMED BY A LICENSED ELECTRICAL CONTRACTOR IN A FIRST CLASS WORKMANLIKE MANNER. THE COMPLETED SYSTEM SHALL BE FULLY OPERATIVE AND ACCEPTED BY ENGINEER/ARCHITECT.

05. ALL WORK SHALL BE COORDINATED WITH OTHER TRADES TO AVOID INTERFERENCE WITH THE PROGRESS OF CONSTRUCTION.

06 DO NOT SCALE THE ELECTRICAL DRAWINGS. REFER TO ARCHITECTURAL PLANS AND ELEVATIONS FOR EXACT LOCATION OF ALL EQUIPMENT. CONFIRM WITH OWNER'S REPRESENTATIVE.

07 IT IS NOT THE INTENT OF THESE PLANS TO SHOW EVERY MINOR DETAIL OF CONSTRUCTION. THE CONTRACTOR IS EXPECTED TO FURNISH AND INSTALL ALL ITEMS FOR A COMPLETE ELECTRICAL SYSTEM AND PROVIDE ALL REQUIREMENTS NECESSARY FOR EQUIPMENT TO BE PLACED IN PROPER WORKING ORDER.

08. ELECTRICAL SYSTEM SHALL BE COMPLETE AND EFFECTIVELY GROUNDED AS REQUIRED BY THE LATEST EDITION OF THE N.E.C. OR LOCAL CODES.

09 ELECTRICAL CONTRACTOR SHALL BE RESPONSIBLE FOR ALL CUTTING, PATCHING AND FIRE SEALING REQUIRED OF HIS WORK.

10. ALL MATERIALS SHALL BE NEW, FIRST-CLASS AND IN COMPLIANCE WITH THE REQUIREMENTS OF THE NATIONAL BOARD OF FIRE UNDERWRITERS LABORATORY. THE WORK SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITION, NEC AND LOCAL ELECTRICAL CODE, WHICH ARE HEREBY MADE PART OF THE CONTRACT DOCUMENTS. ALL ELECTRICAL WORK WHERE EXPOSED TO VIEW SHALL BE INSTALLED SUCH THAT THE WORKMANSHIP IS ABOVE INDUSTRY STANDARDS. WIRING SHALL BE SECURED TO ALL THREAD HANGERS AT ALL TRACE LOCATIONS.

11. ELECTRICAL CONTRACTOR SHALL PROVIDE AND INSTALL ALL WIRE, CABLING, WIRING DEVICES, PANEL BOARDS, FIXTURES, CONDUITS, OUTLETS, SWITCHES, AND THE LIKE REQUIRED TO PROVIDE THE OWNER WITH A COMPLETE AND FULLY OPERATIONAL INSTALLATION AS DESCRIBED IN THE CONTRACT DOCUMENTS, UNLESS INSTRUCTED OTHERWISE.

13 ELECTRICAL CONTRACTOR SHALL GUARANTEE ALL MATERIALS AND WORKMANSHIP FREE FROM DEFECTS FROM A PERIOD OF NOT LESS THAN ONE YEAR FROM DATE OF CERTIFICATE OF OCCUPANCY IS ISSUED. WARRANTY SHALL BE PROVIDED IN WRITING.

15 CORRECTION OF ANY DEFECTS SHALL BE COMPLETED WITHOUT ADDITIONAL CHARGE AND SHALL INCLUDE REPLACEMENT OR REPAIR OF ANY OTHER PHASE OF THE INSTALLATION WHICH MAY HAVE BEEN DAMAGED THEREBY.

16. ELECTRICAL INSTALLATION SHALL MEET ALL STANDARD REQUIREMENTS OF POWER AND TELEPHONE COMPANIES.

17. CONTRACTOR SHALL PAY FOR ALL PERMITS, FEES, INSPECTIONS AND TESTING. CONTRACTOR TO OBTAIN PERMIT AND APPROVED SUBMITTALS PRIOR TO BEGINNING WORK OR ORDERING EQUIPMENT.

DIVISION 26 ELECTRICAL NOTES

18 ALL REQUIRED INSURANCE SHALL BE PROVIDED FOR PROTECTION AGAINST PUBLIC LIABILITY AND PROPERTY DAMAGE FOR THE DURATION OF THE WORK.

19 ELECTRICAL CONTRACTOR SHALL VISIT JOB SITE AND FAMILIARIZE HIMSELF WITH ALL CONDITIONS AFFECTING ELECTRICAL AND COMMUNICATIONS INSTALLATION AND MAKE PROVISIONS AS TO THE COST THEREOF. EXISTING CONDITIONS OF ELECTRICAL EQUIPMENT, LIGHT FIXTURES, ETC., THAT ARE PART OF THE FINAL SYSTEM SHALL BE VERIFIED BY THE CONTRACTOR PRIOR TO SUBMITTING BID; THE SUBMISSION OF A BID WILL BE EVIDENCE THAT SUCH AN EXAMINATION HAS BEEN MADE. LATER CLAIMS FOR LABOR, EQUIPMENT AND MATERIALS REQUIRED OR FOR DIFFICULTIES ENCOUNTERED WHICH COULD HAVE BEEN FORESEEN HAD AN EXAMINATION BEEN MADE, WILL NOT BE ALLOWED.

02 SHOP DRAWINGS

01. CONTRACTOR SHALL SUBMIT FOR APPROVAL ALL SPECIFIED ELECTRICAL EQUIPMENT AND FIXTURES WITHIN 30 DAYS OF SIGNING CONTRACT. WORK SHALL NOT PROCEED WITHOUT THE APPROVAL OF THESE SUBMITTALS. REFER TO GENERAL OUTLINE SPECIFICATIONS FOR SHOP DRAWINGS REQUIREMENTS.

02. GENERAL CONTRACTOR SHALL MAINTAIN A FULL SIZE COMPLETE SET OF CONTRACT DRAWINGS AT JOB SITE WITH COLORED MARKINGS INDICATING THE PROGRESS OF WORK. THIS SET OF DRAWINGS IS TO BE SEPARATE AND IN ADDITION TO THE CONSTRUCTION SET. EVERY UNIT OF EQUIPMENT, DEVICE CONDUIT AND WIRE IS TO BE MARKED WHEN INSTALLED. USE GREEN TO INDICATE INSTALLATION AS SHOWN IN THE DRAWINGS AND RED TO INDICATE FIELD CHANGES.

03 THE ELECTRICAL CONTRACTOR SHALL FURNISH THE COMPLETE SET OF AS BUILT DRAWINGS, SHOWING CHANGES AND DEVIATIONS TO THE ARCHITECT/ENGINEER PRIOR COMPLETION OF THE PROJECT. ARCHITECTURAL AND OR ENGINEERING EXPENSES THAT ARE INCURRED DUE TO REVISIONS OR SUBSTITUTIONS REQUESTED BY THE CONTRACTOR SHALL BE PAID BY THE CONTRACTOR ON A C.O.D. BASIS.

04. GENERAL CONTRACTOR SHALL PROVIDE RECORD DRAWINGS OF THE ACTUAL INSTALLATION TO THE BUILDING OWNER WITHIN 30 DAYS AFTER THE DATE OF SYSTEM ACCEPTANCE, INCLUDING:
1. A SINGLE LINE DIAGRAM OF THE BUILDING ELECTRICAL DISTRIBUTION SYSTEM AND
2. FLOOR PLANS INDICATING LOCATION AND AREA SERVED FOR ALL DISTRIBUTION

03 WIRES

01. ALL ELECTRICAL WIRING SHALL BE THE RESPONSIBILITY OF THE ELECTRICAL CONTRACTOR, INCLUDING ALL ELECTRICAL WIRING FOR HVAC SYSTEM (CONTROLS, THERMOSTATS, POWER, ETC.)

02 ELECTRICAL CONTRACTOR SHALL COORDINATE SERVICE WITH UTILITY PRIOR TO DETERMINING EXACT LOCATION OF THE METER AND IN ORDER TO AVOID DISCREPANCIES BETWEEN DRAWINGS AND JOB CONDITIONS.

03. ALL CONDUCTORS SHALL BE COPPER WITH INSULATION, RATED 90°C WITHOUT EXCEPT OTHERWISE REQUIRED BY [illegible].

04. PROVIDE ENGRAVED PLASTIC IDENTIFICATION NAMEPLATES FOR ALL PANELS, SWITCHBOARD, CABINETS, ENCLOSURES, DISCONNECTS AND TRANSFORMERS. NAMEPLATE SHALL CLEARLY INDICATE PANEL DESIGNATION, VOLTAGE, PHASE AND WIRE CONFIGURATION.

05 U.O.N. IN PANEL SCHEDULE, MINIMUM WIRE SIZE SHALL BE [illegible]

06 U.O.N. WIRE SIZES SHALL BE SIZED AS REQUIRED PER NEC.

07 WIRE INSULATION SHALL BE THHN FOR #8 AND SMALLER AND THWN FOR #8 AND LARGER.

08 FOR 20A BRANCH CIRCUITS EXCEEDING 100'-0" IN LENGTH FROM THE PANEL BOARD TO THE OUTLET THE ENTIRE BRANCH CIRCUIT RUN SHALL BE #10 AWG OR LARGER. FOR RUN OVER 150'-0" TO THE FIRST OUTLET, USE #8 AWG OR LARGER FOR THE ENTIRE BRANCH CIRCUIT RUN.

09 VOLTAGE DROP FOR ALL CONDUCTORS SHALL NOT EXCEED 5%. WHERE VOLTAGE DROP EXCEEDS 5%, CONTRACTOR SHALL INCREASE SIZE OF CONDUCTOR(S) AS REQUIRED.

09 ALL OUTDOOR EQUIPMENT WIRES SHALL BE IN CONDUIT.

10 ALL GROUNDING AND BONDING SHALL BE AS PER NEC LATEST EDITION

11. NEC 250.104 B. METAL GAS PIPING SHALL BE BONDED.

12. METAL FRAMING MEMBERS SHALL BE BONDED TO THE EQUIPMENT GROUNDING CONDUCTOR FOR THE CIRCUIT THAT MAY ENERGIZE THE FRAMING AND BE SIZED IN ACCORDANCE WITH THE NATIONAL BUILDING CODE TABLE 250.122. FOR THIS PURPOSE, A GROUNDED METAL OUTLET BOX ATTACHED TO THE FRAMING SHALL BE PERMITTED.

13 U.O.N. ALL CONDUIT RUNS ARE DIAGRAMMATIC, EXACT ROUTING SHALL BE DETERMINED IN THE FIELD

14 ALL UNDERGROUND RACEWAYS SHALL BE MINIMUM 1" SCHEDULE 40 PVC. ALL OTHER RACEWAYS TO COMPLY WITH GOVERNING CODES. WHERE GALVANIZED STEEL IS USED, IT SHALL BE COMPLETELY COATED WITH ALKALI AND RUST RESISTANT BITUMINOUS PAINT, COPPER NO 98, AND THREADS SHALL BE COATED WITH ZINC CHROMATE. RIGID STEEL SHALL BE ALSO USED WHEN EXPOSED TO EXTERIOR ENVIRONMENT SUCH AS EXTERIOR OF BUILDING OR WHERE IS EXPOSED AND SUBJECT TO DAMAGE INSIDE BUILDING.

04. ELECTRICAL EQUIPMENT

01 CONTRACTOR SHALL CONFIRM WITH UTILITY ANY AND ALL REQUIREMENTS SUCH AS: CUB SIZE RESTRICTIONS, CONDUIT ENTRY, TRANSFORMER SIZE, SCHEDULES DOWN TIME FOR OWNERS CONFIRMATION, ETC. ANY CONFLICTS SHALL BE BROUGHT TO ATTENTION OF THE ENGINEER BEFORE PROCEEDING WITH ANY WORK.

02 WORKING CLEARANCES FOR ELECTRICAL EQUIPMENT SHALL BE IN ACCORDANCE WITH NEC 110

03. ELECTRICAL CONTRACTOR SHALL LABEL ALL PANELS/LOAD CENTERS W/ TYPE WRITTEN DIRECTORIES IN PROTECTED PLASTIC COVER.

04. ELECTRICAL CONTRACTOR SHALL VERIFY CIRCUIT PROTECTIVE DEVICE RATING FOR EQUIPMENT PRIOR TO CONSTRUCTION

05 FURNISH AND INSTALL DISCONNECT SWITCHES AND WIRING FOR AIR CONDITIONING SYSTEM AS PER MANUFACTURERS RECOMMENDATIONS. PROVIDE ALL CONTROL WIRING FOR A/C SENSORING AND CONTROL LINES. COORDINATE WITH HVAC CONTRACTOR FOR WIRING DIAGRAMS AND EXACT LOCATIONS.

06 DISCONNECT SWITCHES SHALL BE H.P. RATED, GENERAL DUTY, QUICK MAKE, QUICK-BREAK ENCLOSURES AS REQUIRED BY EXPOSURE. PROVIDE ENGRAVED PLASTIC IDENTIFICATION PLATES ON ALL DISCONNECT SWITCHES, CONTACTORS AND STARTERS.

07. ALL OUTDOOR EQUIPMENT SHALL BE WEATHER PROOF.

08. MOTOR STARTERS SHALL BE MANUAL OR MAGNETIC, WITH OVERLOAD RELAYS IN EACH HOT LEG

09 ALL CIRCUIT BREAKERS FEEDING MECHANICAL EQUIPMENT SHALL BE HACR TYPE CIRCUIT BREAKERS
C.B. ABOVE 20 AMPS SHALL BE TCL
C.B. ABOVE 50 AMPS SHALL BE HARC
C.B. ABOVE 100 AMPS UP TO 200 AMPS SHALL BE FAL

10 ALL ELECTRICAL & GAS APPLIANCES CAPACITIES & VOLTAGES, SHALL BE VERIFIED PRIOR TO INSTALLATION

11. CIRCUIT BREAKERS SHALL COMPLY WITH NEC ART 240.8

13 DO NOT ROUTE DUCTWORK, PIPING ETC OVER ELECTRICAL PANEL BOARDS, IN THE EVENT THAT ROUTING OVER AN ELECTRICAL PANEL IS INEVITABLE, ROUTING MUST OCCUR A MINIMUM OF 8' ABOVE PANEL. PROVIDE A DRIP PAN TO PREVENT ANY CONDENSATION FROM COMING IN CONTACT WITH ELECTRICAL PANEL.

14 [illegible] ROOMS, CLOSETS, HALLWAYS, OR SIMILAR ROOMS OR AREAS SHALL BE PROTECTED BY A LISTED ARC FAULT CIRCUIT [illegible]

15 RESIDENTIAL LOAD CENTER BREAKER PANELS - ALL CURRENT CARRYING BUSSES SHALL BE COPPER. ALL GROUND BUS BARS SHALL BE COPPER. PANEL BOARD ENCLOSURES SHALL BE FURNISHED WITHOUT PRE-PUNCHED CONCENTRIC HOLES. A.I.C. RATINGS SHALL BE AS INDICATED ON PANEL BOARD SCHEDULES

05. ELECTRICAL DEVICES

01 OUTLET BOXES SHALL BE PRESSED STEEL IN DRY LOCATIONS, PLASTIC AND CAST ALLOY WITH THREADED HUBS IN WET OR DAMP LOCATIONS AND SPECIAL ENCLOSURES FOR OTHER CLASSIFIED AREAS.

02 PROVIDE U.L. LISTED COMPOUND APPLIED TO BACK OF "BACK TO BACK" BOXES IN RATED WALLS WHERE THE BOXES ARE LESS THAN 24" APART MEASURED HORIZONTALLY.

03. PROVIDE AND INSTALL CONDUIT, CONDUCTORS, PULL WIRES, BOXES, COVER PLATES, DEVICES, ETC. FOR ALL OUTLETS AS INDICATED

04. ALL MULTIPLE SWITCH LOCATIONS ARE TO BE GANGED AND INSTALLED WITH A SINGLE SMOOTH PLASTIC COVER PLATE

05 ELECTRICAL / CABLE BOXES SHALL BE WALL RECESSED FOR WALL HUNG TVS. VERIFY LOCATION AND MOUNTING HEIGHT WITH OWNER

06. RECEPTACLES AND TELEPHONE OUTLETS SHALL NOT BE MOUNTED BACK TO BACK. ALL OUTLETS SHOWN GROUPED TOGETHER SHALL NOT BE MORE THAN 8" (CENTERLINE TO CENTERLINE) APART AND SHALL BE SPACED EQUALLY. SHOULD A CONFLICT OCCUR BETWEEN THE ARCHITECTURAL DRAWINGS AND ANY REQUIREMENT FOR PROPER FUNCTIONING, IT IS THE RESPONSIBILITY OF THE GENERAL CONTRACTOR TO BRING THE CONFLICT TO THE ATTENTION OF THE ARCHITECT PRIOR TO PROCEEDING WITH THE WORK.

07. ALL OUTLET BOXES (ELECTRICAL, DATA AND TELEPHONE) ON ACOUSTIC PARTITIONS SHALL BE OFFSET, ONE PER STUD SPACE MINIMUM ON ONE SIDE OF THE PARTITION. PROVIDE ACOUSTICAL GASKETS/FOAM AT ALL OUTLET BOXES AT ACOUSTICAL PARTITIONS. SEE T/B/E PLANS FOR FURTHER INFORMATION.

08 THE SURFACE AREA OF OUTLET BOXES SHALL NOT EXCEED 16 SQUARE INCHES IN FIRE RATED PARTITIONS. THE AGGREGATE SURFACE AREA OF OUTLET BOXES SHALL NOT EXCEED 100 SQUARE FEET AT FIRE RATED PARTITIONS. BOXES LOCATED ON OPPOSITE SIDES OF PARTITIONS SHALL BE SEPARATED BY A MINIMUM HORIZONTAL DISTANCE OF 24 INCHES AT FIRE RATED PARTITIONS

09 SMOKE ALARMS SHALL COMPLY W/ NFPA 72 SECTION 3-3.1.1.1, AND 3-2.2.1. SHALL BE NO CLOSER THAN 3 FEET FROM SUPPLY AND RETURN AIR TERMINALS.

10 PROVIDE AT LEAST ONE RECEPTACLE WITH TEST RESET BUTTON AT EACH SPACE AND AT EACH CIRCUIT WHERE GFCI RECEPTACLES ARE SHOWN

11. CONTRACTOR SHALL PROVIDE GFI TYPE BREAKER FOR ALL EXTERIOR 120V CIRCUITS OR GFI PROTECTION - FOR THE WHOLE CIRCUIT.

12. ALL ELECTRICAL SWITCH AND OUTLET BOXES MUST BE CROSSED BRACED. 1X2 ON SWITCH AND OUTLET BOXES AND 1X4 FOR ALL HEAVY ELECTRICAL.

13. IN DWELLING UNITS ALL RECEPTACLES SHALL BE LISTED AS TAMPER RESISTANT TYPE

14 NEC 410.10 (D) BATHTUB AND SHOWER AREAS. CORD-CONNECTED LUMINAIRES, CHAIN-, CABLE-, OR CORD-SUSPENDED LUMINAIRES, LIGHTING TRACK, PENDANTS, AND CEILING-SUSPENDED (PADDLE) FANS SHALL NOT HAVE ANY PARTS LOCATED WITHIN A ZONE MEASURED 3 FEET (914 MM) HORIZONTALLY AND 8 FEET VERTICALLY FROM THE TOP OF A BATHTUB RIM OR SHOWER STALL THRESHOLD. THIS ZONE IS ALL ENCOMPASSING AND INCLUDES THE SPACE DIRECTLY OVER THE TUB OR SHOWER. LUMINAIRES WITHIN THE ACTUAL OUTSIDE DIMENSION OF THE BATHTUB OR SHOWER TO A HEIGHT OF 8 FEET VERTICALLY FROM THE TOP OF THE BATHTUB RIM OR SHOWER THRESHOLD SHALL BE MARKED FOR DAMP LOCATIONS AND WHERE SUBJECT TO SHOWER SPRAY, SHALL BE MARKED FOR WET LOCATIONS

CONSULTING ENGINEERING
GIUSEPPE MEDIANI
P.E. #[illegible]
140 S DIXIE HIGHWAY, THIRD [illegible]
HOLLYWOOD, FL 33020
PH. [illegible]
C.A. [illegible]

GIUSEPPE MEDIANI P.E. [illegible]

PERMIT SET

ALLICA ARCHITECTURAL GROUP

901 PIZZERIA & BAR
901 PROGRESSO PLAZA, FORT LAUDERDALE, FL

PROJECT ARCHITECT:
ROBERT C. ALLICA, ARCHITECT
2444 [illegible]
T 954 563 5230 F 954 563 5058
WILTON MANORS, FLORIDA 33305

REVISIONS: No. Description Date

DRAWN BY	[illegible]
CHECKED BY	[illegible]
APPROVED BY	[illegible]
PROJECT NO	18160
ISSUE DATE	FEB 13, 2019
SHEET NO	E.001

EXHIBIT "C"
PROJECT SCHEDULE

Effective Date of Agreement	Full execution of the Agreement
Developer Obtains all government approvals and permits	Within Sixty (60) days from the Effective Date of the Agreement
Commencement Date	Within Ninety (90) days of the Effective Date
Completion Date: Building permit has been inspected and passed by Building Official and building received Certificate of Occupancy	Within 180 Days after Commencement Date
First Disbursement: Upon completion of 33% of the Project, subject to satisfaction of conditions for disbursement.	
Second Disbursement: Upon completion of 66% of the Project, subject to satisfaction of conditions for disbursement.	
Third Disbursement: Upon completion of 100% of the Project, subject to satisfaction of conditions for disbursement.	
*Closing Date	Date on which all conditions precedent in section 6.2 of this Agreement are satisfied

EXHIBIT "D"
BUDGET – PROJECTED AGENCY FUNDING

PBIP Improvements

Item	Cost
Expedite Permits and Fees	$4,800.00
Demolition	10,000.00
Concrete Work	33,000.00
Plumbing	36,000.00
Electric	48,000.00
HVAC	30,000.00
Framing	5,000.00
Insulation – Drywall	12,000.00
Ceilings	8,000.00
Impact Windows - Doors	50,000.00
Construct Bar and Kitchen	29,000.00
Audio/Video	50,000.00
Kitchen – Bar Equipment	100,000.00
Woodwork Trim – Interior Doors	40,000.00
Cabinet – Counter Work	22,000.00
Patio, Landscape, Irrigation	5,000.00
General Conditions	25,000.00
Contractor Overhead and Profit	50,000.00
TOTAL	$607,800.00
Owner Contribution	$382,800.00
Funding Requested from CRA (75% or $225,000.00, whichever is less)	**$225,000.00**

EXHIBIT "E"
RESTRICTIVE COVENANT

PREPARED BY AND RETURN TO:
Lynn Solomon
City Attorney's Office
City of Fort Lauderdale
100 North Andrews Avenue
Fort Lauderdale, Florida 33301

DECLARATION OF RESTRICTIVE COVENANTS

THIS INDENTURE is made this 29th day of May, 2019.

WHEREAS, in furtherance of the Plan (defined herein), and pursuant to duly convened public meetings, a certain Fort Lauderdale Community Redevelopment Agency Property and Business Investment Improvement Program Agreement dated _____, 2019, (the "Agreement") was executed by and between Fort Lauderdale Community Redevelopment Agency, a community redevelopment agency created pursuant to Chapter 163, Part III, Florida Statutes ("Agency"), Patio Bar and Pizza, LLC ("Developer"), with a joinder and consent from Urban North, LLC ("Owner"), such Agreement being on file with the City Clerk of the City of Fort Lauderdale, Florida, 100 North Andrews Avenue, Fort Lauderdale, Florida, and such Agreement being in connection with development and use of the Property described in Exhibit "A" owned by Owner and on which the Developer operates its business; and

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

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

WHEREAS, the Property is located within the CRA Area which has conditions of slum and blight as those conditions are defined in the Constitution of the State of Florida, Section 163.01, Florida Statutes, Chapter 163, Part III, Florida Statutes and other applicable provisions of law and ordinances and Resolutions of the City of Fort Lauderdale and Agency implementing the Community Redevelopment Act; and

WHEREAS, in order to effectuate the terms and conditions contained in the

Agreement, and the goals and objectives of the Community Redevelopment Plan, as amended, it is necessary and proper to create this Declaration of Restrictive Covenants; and

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

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

2. Restrictions On Use; Declaration of Restrictive Covenants The Developer covenants and agrees with the Agency that the Project Site shall be used continuously as an owner, operator and manager of a full-service bar and pizza restaurant as permitted and authorized under the ULDR except as prohibited herein, on the Property for which Agency funding was provided for a period of five (5) years commencing on the date the improvements are complete (" Project Completion Date"). The Developer further agrees that the building shall not be used for those non-permitted uses as provided in the Unified Land Development Regulations ("ULDR") and shall not be used for the following: (i) adult uses as such term is defined in Section 47-18.2 of the ULDR; (ii) tattoo parlors; or (iii) massage parlors (other than as an ancillary use to a health club or beauty salon or beauty space); or (iv) liquor store; or (v) convenience store or convenience kiosk as provided in the ULDR, during a five (5) year term commencing on Project Completion Date.

SIGNATURE PAGE TO FOLLOW

DEVELOPER:

WITNESSES:

Patio Bar and Pizza, LLC a Florida Limited Liability Company

By: _____
Title: Manager
Print Name: Brian Parenteau

SANDRA A. DOUGHLIN
[Witness print or type name]

[Witness print or type name]

STATE OF FLORIDA
COUNTY BOWARD

The foregoing instrument was acknowledged before me this 29th day of May, 2019 by Brian Parenteau as Manager of Patio Bar and Pizza, LLC, a Florida limited liability company. He is personally known to me or has produced P653-063-75-390-0 as identification.

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

Name of Notary Typed, Printed or Stamped

ELENI WARD-JANKOVIC
MY COMMISSION # GG 021626
EXPIRES: October 21, 2020
Bonded Thru Budget Notary Services

My Commission Expires:

Commission Number

EXHIBIT "A"
LEGAL DESCRIPTION

An unnumbered triangular tract of land lying South of Block 214, of PROGRESSO, according to the Plat thereof recorded in Plat Book 2, Page 18, of the Public Records of Dade County, Florida, more particularly described as follows:

Beginning at the Southeast Corner of the intersection of 21st Street (Now N.E. 3rd Avenue and Avenue "D", now known as NE 9th Street); thence South 180 feet; thence Northeasterly parallel to the Right-of-Way Line of the Florida East Coast Railway to the South Line of Avenue "D" (Now N.E. 9th Street); thence West 170 feet along the South Line of Avenue "D" (Now N.E. 9th Street) to the Point of Beginning, said lands situate, lying and being in Broward County, Florida.

Legal per ORB 10923, PG 906, BCR.

Parcel ID Number: 4942 34 06 2280.

JOINDER AND CONSENT

THE OWNER JOINS IN AND CONSENTS AS TO THE EXECUTION OF THIS DECLARATION OF RESTRICTIVE COVENANTS AND ACKNOWLEDGES THAT IT ENCUMBERS THE PROPERTY AND SHALL CONSTITUTE A COVENANT RUNNING WITH THE LAND. THE OWNER AND ITS SUCCESSORS AND ASSIGNS SHALL BE BOUND BY THE TERMS AND CONDITIONS OF THE RESTRICTIVE COVENANT.

OWNER:

WITNESSES:

Urban North, LLC, a Florida Limited Liability Company

By: _____
Title: Manager
Print Name: Jay Adams

_____
_____
[Witness print or type name]

_____
_____
[Witness print or type name]

STATE OF FLORIDA
COUNTY BOWARD

The foregoing instrument was acknowledged before me this 5th day of June, 2019 by Jay Adams as Manager of Urban North, LLC, a Florida limited liability company. He is personally known to me or has produced A352-433-61-095-0 as identification.

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

ELENI WARD-JANKOVIC
MY COMMISSION # GG 021626
EXPIRES: October 21, 2020
Bonded Thru Budget Notary Services

Name of Notary Typed, Printed or Stamped

My Commission Expires:

_____
Commission Number

EXHIBIT "A"
LEGAL DESCRIPTION

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Beginning at the Southeast Corner of the intersection of 21st Street (Now N.E. 3rd Avenue and Avenue "D", now known as NE 9th Street); thence South 180 feet; thence Northeasterly parallel to the Right-of-Way Line of the Florida East Coast Railway to the South Line of Avenue "D" (Now N.E. 9th Street); thence West 170 feet along the South Line of Avenue "D" (Now N.E. 9th Street) to the Point of Beginning, said lands situate, lying and being in Broward County, Florida.

Legal per ORB 10923, PG 906, BCR.

Parcel ID Number: 4942 34 06 2280.

EXHIBIT "F"
MORTGAGE

Prepared by:
Lynn Solomon
City Attorney Office
City of Fort Lauderdale
100 North Andrews Avenue
Fort Lauderdale, FL 33301

MORTGAGE

THIS MORTGAGE, entered into this 5th day of June, 2019, between Urban North, LLC, a Florida Limited Liability Company, whose address is 533 NE 3rd Avenue, #505, Fort Lauderdale, FL 33301, hereinafter called the "Mortgagor", and the Fort Lauderdale Community Redevelopment Agency, a Community Redevelopment Agency created pursuant to Chapter 163, Part III, Florida Statutes, with an address of 100 North Andrews Avenue, Fort Lauderdale, Florida 33301, hereinafter called the "Mortgagee".

WITNESSETH: That to secure the payment of an indebtedness in the principal amount of Two Hundred Twenty-Five Thousand and 00/100 Dollars ($225,000.00) with interest if any, thereon, which shall be payable in accordance with a certain Promissory Note (s) executed by Patio Bar and Pizza, LLC, a Florida Limited Liability Company (the "Tenant"), hereinafter called "Note", bearing even date herewith or dated thereafter and all other indebtedness which the Mortgagor is obligated to pay to the Mortgagee pursuant to the provisions of the Note(s) and this Mortgage, the Mortgagor hereby grants, convey, encumbers and mortgages to the Mortgagee the real property situated in Broward County, Florida, described as follows:

An unnumbered triangular tract of land lying South of Block 214, of PROGRESSO, according to the Plat thereof recorded in Plat Book 2, Page 18, of the Public Records of Dade County, Florida, more particularly described as follows:

Beginning at the Southeast Corner of the intersection of 21st Street (Now N.E. 3rd Avenue and Avenue "D", now known as NE 9th Street); thence South 180 feet; thence Northeasterly parallel to the Right-of-Way Line of the Florida East Coast Railway to the South Line of Avenue "D" (Now N.E. 9th Street); thence West 170 feet along the South Line of Avenue "D" (Now N.E. 9th Street) to the Point of Beginning, said lands situate, lying and being in Broward County, Florida.

Legal per ORB 10923, PG 906, BCR.

Parcel ID Number: 4942 34 06 2280.

Together with the buildings and improvements situated upon said properties; as security for the payment of the Note(s) and all future advances made by Mortgagee to Mortgagor or Tenant in accordance with the Fort Lauderdale Community Redevelopment Agency Property and Business Investment Improvement Program Agreement dated _____, 2019, entered into by Tenant, Mortgagor and Mortgagee (the "Agreement").

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

And the said Mortgagor does further agree as follows:

1. To make promptly all payments required by the above described Note and this Mortgage as such payments become due.

2. To pay promptly when due all taxes, assessments, liens, and encumbrances on said property.

3. To keep the improvements now existing or hereafter erected on the mortgaged property insured as required in the Agreement and as may be required from time to time by the Mortgagee against loss by fire and other hazards, casualties, and contingencies in such amounts and for such periods as may be required by Mortgagee, and will pay promptly, when due, any premiums on such insurance for payment of which provision has not been made hereinbefore. All insurance shall be carried in companies approved by Mortgagee and the policies and renewals thereof shall be held by Mortgagee and have attached thereto loss payable clauses in favor of in a form acceptable to the Mortgagee. In event of loss, Mortgagor shall give immediate notice by mail to Mortgagee, and Mortgagee may make proof of loss if not made promptly by Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Mortgagee instead of to Mortgagor and Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by Mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration of repair of the property damaged. In event of foreclosure of this Mortgage or other transfer of title to the mortgaged property in extinguishment of the indebtedness secured hereby, all right, title and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee.

4. To permit, commit, or suffer no waste or impairment of the mortgaged property.

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

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

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

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

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

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

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

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

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

SIGNATURE PAGE TO FOLLOW

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

WITNESSES:

Lynette Defoors

Gareth Defoors

[Witness-print or type name]

Robert Wojcik

[Witness-print or type name]

MORTGAGOR:

Urban North, LLC, a Florida Limited Liability Company

Title: Manager
Print Name: Jay Adams

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 5th day of June, 2019 by Jay Adams, Manager of Urban North, LLC, a Florida limited liability company. He is personally known to me or has produced A352-433-61-095-0 as identification.

(SEAL)

Eleni Ward-Jankovic

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

Name of Notary Typed, Printed or Stamped

My Commission Expires:

Commission Number

NOTARY PUBLIC STATE OF FLORIDA
ELENI WARD-JANKOVIC
MY COMMISSION # GG 021626
EXPIRES: October 21, 2020
Bonded Thru Budget Notary Services

EXHIBIT "A"

LEGAL DESCRIPTION

An unnumbered triangular tract of land lying South of Block 214, of PROGRESSO, according to the Plat thereof recorded in Plat Book 2, Page 18, of the Public Records of Dade County, Florida, more particularly described as follows:

Beginning at the Southeast Corner of the intersection of 21st Street (Now N.E. 3rd Avenue and Avenue "D", now known as NE 9th Street); thence South 180 feet; thence Northeasterly parallel to the Right-of-Way Line of the Florida East Coast Railway to the South Line of Avenue "D" (Now N.E. 9th Street); thence West 170 feet along the South Line of Avenue "D" (Now N.E. 9th Street) to the Point of Beginning, said lands situate, lying and being in Broward County, Florida.

Legal per ORB 10923, PG 906, BCR.

Parcel ID Number: 4942 34 06 2280.

EXHIIBIT "G"
NOTE

THIS INSTRUMENT PREPARED BY:
Lynn Solomon
City Attorney's Office
City of Fort Lauderdale
100 N. Andrews Avenue
Fort Lauderdale, FL 33301

$225,000.00

Fort Lauderdale, Florida
May 29, 2019

PROMISSORY NOTE

FOR VALUE RECEIVED, the undersigned Patio Bar and Pizza, LLC, a Florida limited liability company (the "Maker") promises to pay to the order of the FORT LAUDERDALE COMMUNITY REDEVELOPMENT AGENCY, a Community Redevelopment Agency created pursuant to Chapter 163, Part III, Florida Statutes (the "Agency") or its successors in interest, the principal amount of Two Hundred Twenty-Five Thousand and 00/100 Dollars ($225,000.00) or so much as shall be advanced under this Note.

I. TERM: The term of this loan is five (5) years from the Project Completion Date as contemplated in the Fort Lauderdale Community Redevelopment Agency Property and Business Investment Improvement Program Agreement between Maker and Agency dated _____, 2019 (the "Agreement") such Agreement being on file with the City Clerk of the City of Fort Lauderdale, Florida, 100 North Andrews Avenue, Fort Lauderdale, Florida.

II. INTEREST RATE: The interest rate on the principal amount of the loan shall be zero percent (0%) per annum, except in any event of default under this Note, the Mortgage (as hereinafter defined) or the Agreement in which case the maximum legal interest rate shall be applied to the principal amount due and owing commencing thirty (30) days after the date of an event of default.

III. PAYMENT: Payment on the principal amount of the loan shall not be required so long as the property is not sold or transferred for a five (5) year period following the Project Completion Date and the Property continues to be used for the Project as contemplated by the Agreement for a five (5) year period following the Project Completion Date, the Developer meets the Job Creation Requirement under the Agreement and the Developer is not in default of any provision of the Agreement. After 5 years from the Project Completion Date, the principal balance due shall be reduced to zero provided Maker has complied with all the terms of the Agreement, including the Job Creation Requirement and is not in default. Payment of the entire principal amount, plus the maximum

interest rate allowable by applicable law is due immediately: (1) upon the sale, transfer or refinance of the property legally
described in the Mortgage within five (5) years from the Project Completion Date; or (2) should there be any uncured event of default as described in this Note, the Mortgage, or the Agreement within five (5) years from the Completion Date or (3) or upon maturity of the loan, so much of the loan as shall be outstanding resulting from failure to meet the Job Creation Requirements under the Agreement.

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

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

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

SECURITY: This Note is secured by a Mortgage on real estate owned by Urban North, LLC, in favor of Agency, dated June 5, 2019 duly filed in the public records of Broward County, Florida (the "Mortgage"). The Agency agrees to look solely to the real estate described in the Mortgage as security for this Note in part or in full, at any time to satisfy the debt established by this Note.

IV. WAIVER: The Maker of this Note further agrees to waive demand, notice of non-payment and protest, and to the extent authorized by law, any and all exemption rights which otherwise would apply to the debt evidenced by this Note. In the event suit shall be brought for the collection hereof, or the same has to be collected upon demand of an attorney, the Maker agrees to pay all costs of such collection, including reasonable attorney's fees and court costs at the trial and appellate levels. Failure of the Agency to exercise any of its rights hereunder shall not constitute a waiver of the right of Agency to exercise the same.

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

VI.
Maker:
Patio Bar and Pizza, LLC,
a Florida Limited Liability Company (Developer)

By: _____
Print Name: Brian Parenteau
Title: Manager

EXHIBIT "H"

JOB CREATION REPORT
(Attached)

CITY OF FORT LAUDERDALE

Job Creation Annual Report

Agency Name: _____ Contact Person: _____

	1	2	3	4	5	6	7	8	9	10			11
										a	b	c	
	Employee Name or Employee Number	Employee Address	Job Title	Employment Start Date	Employment End Date *(if applicable)*	Annual Hours Worked *(attach payroll records as support)*	Hourly Wage or Annual Salary	Household Size	Annual Household Income	Income Category			Race of The Head of Household
										Very Low 30% or less	Low 31% - 79%	Moderate 80% - 120%	(1) Black / (2) White / (3) Hispanic / (4) Other
1													
2													
3													
4													
5													
6													
7													
8													
9													
10													

Agency Staff Approver: _____

Date: _____

City Staff Reviewer: _____

Date: _____

City Staff Approver: _____

Date: _____

3L6
6/20/19

COMMISSION AGENDA ITEM
DOCUMENT ROUTING FORM

Today's Date: 6/10/2019

DOCUMENT TITLE: Development Agreement for Property and Business Investment Improvement Program (PBIP), Restrictive Covenant, Mortgage and Note – **Patio Bar and Pizza, LLC**

COMM. MTG. DATE: 5/07/2019 **CAM #:** 19-0422 **ITEM #:** M-2 **CAM attached:** ☒YES ☐NO

Routing Origin: CRA **Router Name/Ext:** Eleni Ward-Jankovic / Ext. 8228

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.

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2) City Attorney's Office # of originals attached: 3 Approved as to Form: ☒YES ☐NO

Date to CCO: 6/05/2019 LS
Initials

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3) City Clerk's Office: # of originals: 3 **Routed to:** Donna Varisco CMO/X5013 **Date:** 6/10/19

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4) City Manager's Office: CMO LOG #: June.38 Date received from CCO: 6/10/19

Assigned to: CHRIS LAGERBLOOM ☐ LINDA LOGAN-SHORT ☐ RHODA MAE KERR ☐
CHRIS LAGERBLOOM as CRA Executive Director ☒

☐ APPROVED FOR C. LAGERBLOOM'S SIGNATURE ☐ N/A FOR C. LAGERBLOOM TO SIGN

PER ACM: **L.L-SHORT** _____ (Initial/Date) **R. KERR** _____ (Initial/Date)
☐ **PENDING APPROVAL** *(See comments below)*
Comments/Questions:

Forward 3 originals to ☒ Mayor ☐ CCO **Date:** 6/14/19

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5) Mayor/CRA Chairman: Please sign as indicated. Forward 3 originals to CCO for attestation/City seal (as applicable) **Date:** _____

INSTRUCTIONS TO CLERK'S OFFICE

City Clerk: Retains 0 original and forwards 3 original(s) to: Eleni Ward-Jankovic / CRA / Ext. 8228 ***(Name/Dept/Ext)***

Attach ___ certified Reso # ____ ☐YES ☐NO **Original Route form to CAO**

*****PLEASE EMAIL AN EXECUTED COPY TO SHANIECE LOUIS ******