

**ASSIGNMENT AND ASSUMPTION OF DEVELOPMENT AGREEMENT FOR  
STREETSCAPE ENHANCEMENT PROGRAM**

THIS ASSIGNMENT AND ASSUMPTION OF DEVELOPMENT AGREEMENT FOR STREETSCAPE ENHANCEMENT PROGRAM (the "Assignment") is made as of February \_\_, 2020, by and between 315 Flagler Owner, LLC, a Delaware limited liability company (the "Assignor") and 315 Flagler QOZB Owner, LLC, a Delaware limited liability company (the "Assignee").

**RECITALS**

A. Assignor is party to that certain Development Agreement for Streetscape Enhancement Program ("Development Agreement"), dated as of June 28, 2018 and recorded on July 5, 2018 as Instrument No. 115182035, by and between Assignor and the Fort Lauderdale Community Redevelopment Agency (the "Agency").

B. Assignor desires to assign and transfer its interests and rights in the Development Agreement to Assignee and Assignee desires to accept the assignment.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the sum of TEN and No/100 Dollars (\$10.00) paid by each of the parties to the other, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties to this Agreement hereby agree as follows:

**TERMS**

1. **Recitals.** The foregoing Recitals are true and correct and are hereby incorporated by reference and made a part of this Assignment.

2. **Representations.** Assignor represents and warrants to Assignee that Assignor has received no notice(s) of default under the Development Agreement and that Assignor has full right and authority to assign the interests and rights assigned hereby.

3. **Assignment.** Assignor hereby assigns to Assignee, and Assignee hereby accepts the assignment of, all of Assignor's right, title and interest under the Development Agreement, to have and to hold the same unto Assignee, for the remainder of the term of the Development Agreement.

4. **Assumption.** As of the date hereof, Assignee hereby assumes the performance and observance of, and agrees that it shall well and truly perform and observe all the terms, covenants, and conditions of the Development Agreement, all with full force and effect as if Assignee was the original party under the Development Agreement.

5. **Brokers.** Each of the parties hereto acknowledge and agree that it has dealt with no broker in connection with the transaction affected hereby. Assignor and Assignee each agrees to indemnify and hold harmless the other against any claim or demand made by any broker or agent, claiming to have dealt with or consulted with such party contrary to the foregoing warranties.

6. **Execution.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

7. **Miscellaneous.** This Agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, executors, administrators, successors and assigns.

8. **No Release of Liability.** The Assignor understands and agrees that its obligations under the Development Agreement continues and do no expire or terminate as a result of this Assignment.

*Signatures appear on following page.*

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

**ASSIGNOR:**

Witness #1

Romina Mose

Print Name: Romina Mose

Witness #2

Carla Carvajal

Print Name: Carla Carvajal

**315 Flagler Owner, LLC,**  
a Delaware limited liability company

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

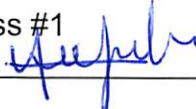
Carlos J. Rodriguez  
Manager & CEO

**SIGNATURES CONTINUED ON FOLLOWING PAGE.**

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**ASSIGNEE:**

Witness #1



Print Name: Andreia Miranda

**315 Flagler QOZB Owner, LLC,**  
a Delaware limited liability company

Witness #2



Print Name: MARTA DROZI

By:



Name:

Carlos J. Rodriguez

Title:

Manager & CEO

**SIGNATURES CONTINUED ON FOLLOWING PAGE.**

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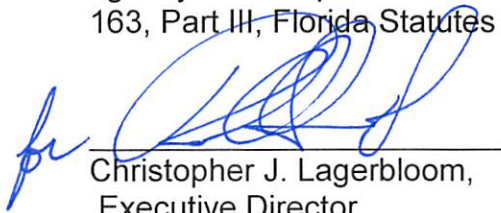
### JOINDER AND CONSENT

The Fort Lauderdale Community Redevelopment Agency is joining in and consent to the Assignment but makes no representation or warranties regarding the truthfulness of the statements in the Assignment.

By signing below, the Fort Lauderdale Community Redevelopment Agency hereby consents to this Assignment of Development Agreement for Streetscape Enhancement Program.

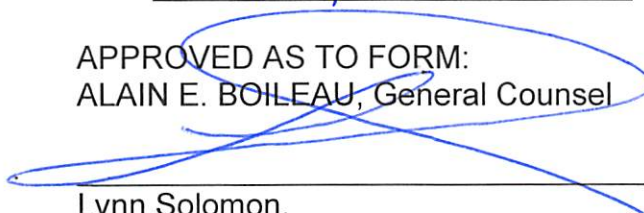
IN WITNESS WHEREOF, the party has set his hand as of the date written below.

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

  
\_\_\_\_\_  
Christopher J. Lagerbloom,  
Executive Director

Date: 2/19/2020

APPROVED AS TO FORM:  
ALAIN E. BOILEAU, General Counsel

  
\_\_\_\_\_  
Lynn Solomon,  
Assistant General Counsel



COMMISSION AGENDA ITEM  
DOCUMENT ROUTING FORM

20G  
2/25/2020

Today's Date: 2/19/2020

DOCUMENT TITLE: Assignment and Assumption of Development Agreement for Streetscape Enhancement Program between 315 Flager Owner, LLC and 315 Flagler QOZB Owner, LLC

COMM. MTG. DATE: 2/18/2020 CAM #: 20-0197 ITEM #: M-3 CAM attached: ☒ YES ☐ NO

Routing Origin: CRA Router Name/Ext: Lynn Solomon/5290

Action Summary attached: ☒ YES ☐ NO

CIP FUNDED: ☐ YES ☒ NO

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

1) Dept.: CRA Router Name/Ext: Lynn Solomon/5290 # of originals routed: 2  
Date to CAO: \_\_\_\_\_

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

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

Date to CCO: \_\_\_\_\_  
Lynn Solomon  
Attorney's Name Initials

3) City Clerk's Office: # of originals: 2 Routed to: MJ Matthews/CMO/x5364 Date: 2/19/2020

4) City Manager's Office: CMO LOG #: \_\_\_\_\_ Document received from: \_\_\_\_\_  
Assigned to: CHRIS LAGERBLOOM ☐ ROBERT HERNANDEZ ☐ ASHLEY BOXER ☐ TARLESHA SMITH ☐  
CHRIS LAGERBLOOM as CRA Executive Director ☒

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

PER DCM: R. HERNANDEZ \_\_\_\_\_ (Initial/Date) PER ACM: A. Boxer \_\_\_\_\_ (Initial/Date)  
PER ACM: T. Smith \_\_\_\_\_ (Initial/Date)

☐ PENDING APPROVAL (See comments below)

Comments/Questions: \_\_\_\_\_

Forward 2 originals to ☐ Mayor ☒ CCO Date: \_\_\_\_\_

5) Mayor/CRA Chairman: Please sign as indicated. Forward 2 originals to CCO for attestation/City seal (as applicable) Date: \_\_\_\_\_

6) City Clerk: Forward 2 originals to CAO for FINAL APPROVAL Date: \_\_\_\_\_

7) CAO forwards 2 originals to CCO Date: \_\_\_\_\_

8) City Clerk: Scan original and forwards 2 originals to: Lynn Solomon/5290

Attach 0 certified Reso # \_\_\_\_\_ ☐ YES ☒ NO Original Route form to \_\_\_\_\_  
Rev. 1/27/2020