

**POMPANO BEACH
COMMUNITY REDEVELOPMENT AGENCY**

9

Meeting Date: January 16, 2018

Agenda Item _____

REQUESTED CRA BOARD ACTION:

Resolution(s) Consideration Approval Other

SHORT TITLE OR MOTION: A RESOLUTION OF THE POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY (CRA), APPROVING AND AUTHORIZING THE PROPER OFFICIALS TO EXECUTE A PROPERTY DISPOSITION AND DEVELOPMENT AGREEMENT BETWEEN THE CRA AND HADAR HOMES, LLC. RELATING TO FIVE VACANT PROPERTIES LOCATED ON NW 27 AVENUE AND NW 31 AVENUE; PROVIDING AN EFFECTIVE DATE.

Summary of Purpose and Why:

Staff is seeking CRA Board approval to execute a Property Disposition and Development Agreement with Hadar Homes, LLC in response to an unsolicited proposal to construct a seventy-one (71) townhome development on five (5) vacant CRA-owned lots located on NW 27 Avenue and NW 31 Avenue in the Northwest CRA.

QUESTIONS TO BE ANSWERED BY ORIGINATING DEPARTMENT:

- (1) Origin of request for this action: Staff
- (2) Primary staff contact: David Hasenauer Ext. 4655
- (3) Expiration of contract, if applicable: N/A
- (4) Fiscal impact and source of funding: N/A

<u>DEPARTMENTAL COORDINATION</u>	<u>DATE</u>	<u>DEPARTMENTAL RECOMMENDATION</u>	<u>AUTHORIZED SIGNATURE OR ATTACHED MEMO NUMBER</u>
_____	_____	_____	_____
_____	_____	_____	_____

<input checked="" type="checkbox"/> CRA Executive Director	<u>Kim Briesemeister</u>
<input checked="" type="checkbox"/> CRA Attorney	<u>Claudia M. McKenna</u>
<input checked="" type="checkbox"/> Finance Director	<u>A. Jean-Jones</u>

ACTION PREVIOUSLY TAKEN BY CRA BOARD:

<u>Resolution</u>	<u>Consideration</u>	<u>Other:</u>
<u>Results:</u>	<u>Results:</u>	<u>Results:</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____



P. O. Drawer 1300
Pompano Beach, FL 33061

Phone: (954) 786-5535
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MEMORANDUM

Date: January 16, 2018

To: CRA Board

Through: Christopher J. Brown, Co-Executive Director
Kim Briesemeister, Co-Executive Director

From: David Hasenauer, Northwest CRA Director

Subject: Approval of Developer's Agreement from Azur Equities/Hadar Homes proposed 71-unit Townhouse Development located along NW 31 Avenue and NW 27 Avenue.

Background

The Pompano Beach CRA received an unsolicited proposal from Azur Equities/Hadar Homes for a 71-unit townhouse development on scattered sites along NW 31 Avenue and NW 27 Avenue within Collier City. The proposal is to construct the Sports Park Residences on the following CRA owned lots:

Lot	Folio Number	Address	Location	Units
1	4842-33-40-0010	620 NW 31 Avenue	NW 31 Avenue/NW 7 Street & NW 6 Court	12
2	4842-33-39-0010	600 NW 31 Avenue	NW 31 Avenue/NW 6 Court & NW 6 Street	13
3	4842-33-39-0020	500 NW 31 Avenue	NW 31 Avenue/NW 6 Street & NW 5 Street	12
4	4842-33-39-0030	300 NW 31 Avenue	NW 31 Avenue/NW 4 Street & NW 3 Street	14
5	4842-33-65-0010	140 NW 27 Avenue	NW 1 Court/NW 27 Avenue	20

The Developer is currently in negotiations with the City of Pompano Beach to construct a Sports Park/Training Academy consisting of a soccer stadium, soccer practice fields, basketball courts and student dorms to be located on the west side of NW 31 Avenue on the City's 10-acre parcel. As part of the proposed Sports Park development, the Developer is in need of more land to construct additional residential units that will be set aside for the coaches, trainers and future residents (not associated with the Academy). The proposed Sports Park Residences will contain a mix of rental and for sale units.



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The Sports Park Residences will be a two-story townhouse type product consisting of 3 bedrooms, 2 ½ baths, 2 car garage under 1,450 sq. ft. of air conditioned space. The Developer has estimated that 100 jobs are expected from the Sports Park Residences development and that these positions will be prioritized for Pompano Beach residents. Total financial impact of the development is estimated to be \$2,250,000 in tax revenues over a ten year period and the CRA will receive a payment of 5% of Net Operating Income over the next ten year period. This amount is estimated to be \$500,000 but a minimum of \$300,000 will be guaranteed in lieu of land acquisition. Since the unsolicited was accepted, a Property Disposition and Development Agreement as well as an Agreement for Reconveyance and a Declaration of Covenants and Restrictions was negotiated.

Recommendation

CRA Staff recommends approval of the Development Agreement for the unsolicited proposal submitted by Azur Equities/Hadar Homes to be located along NW 31 Avenue and NW 27 Avenue.

RESOLUTION NO. 2018-_____

POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY

A RESOLUTION OF THE POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY (CRA) APPROVING AND AUTHORIZING THE PROPER OFFICIALS TO EXECUTE A PROPERTY DISPOSITION AND DEVELOPMENT AGREEMENT BETWEEN THE CRA AND HADAR HOMES, LLC. RELATING TO FIVE VACANT PROPERTIES LOCATED ON NW 27 AVENUE AND NW 31 AVENUE; PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY THAT:

SECTION 1. The Property Disposition and Development Agreement between the Pompano Beach Community Redevelopment Agency and Hadar Homes, LLC, relating to five vacant properties located on NW 27 Avenue and NW 31 Avenue, a copy of which Agreement is attached hereto and incorporated by reference as if set forth in full, is hereby approved.

SECTION 2. The proper officials are hereby authorized to execute the Agreement, together with such other documents required to effectuate the Agreement.

SECTION 3. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this ____ day of January, 2018.

LAMAR FISHER, CHAIRPERSON

ATTEST:

CATHY TRENKLE, SECRETARY

**Pompano Beach
Community Redevelopment
Agency**

**Property Disposition and
Development Agreement**

with

Hadar Homes, LLC

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PROPERTY DISPOSITION AND DEVELOPMENT AGREEMENT

THIS PROPERTY DISPOSITION AND DEVELOPMENT AGREEMENT (the “Agreement”), is made and entered into by and between

POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY, a public body corporate and politic, whose address is 100 West Atlantic Boulevard, Pompano Beach, Florida 33060 (the “CRA”),

and

HADAR HOMES, LLC, a Florida limited liability corporation, whose address is 300 South Pine Island Road, Suite 309, Plantation, FL 33324 (the “Developer”).

WHEREAS, the CRA is the legal owner of five (5) vacant parcels of land located at 620 NW 31 Avenue, 600 NW 31 Avenue, 500 NW 31 Avenue, 300 NW 31 Avenue and 140 NW 27 Avenue (collectively, the “Property”); the legal descriptions of all parcels are attached to this Agreement as Exhibit 1; and

WHEREAS, on May 14, 2017, the Developer submitted an unsolicited proposal to the CRA (the “Proposal”), attached to this Agreement as Exhibit 2, proposing that the CRA donate the Property to Developer which would fund and construct a rental community consisting of a total of seventy-one (71) town homes in accordance with the terms and conditions provided for in this Agreement (the “Project”); and

WHEREAS, on June 20, 2017, the CRA Board accepted the Proposal and directed staff to negotiate a Property Disposition and Development Agreement; and

WHEREAS, on July 15, 2017, the CRA issued the required 30-day Public Notice of its Intent to Dispose of Property (the “Advertisement”), attached to this Agreement as Exhibit 3; and

WHEREAS, Developer’s Proposal is the only written proposal the CRA has received on the Property to date; and

WHEREAS, the CRA and Developer desire to enter into this Agreement setting forth the parties’ mutual understandings and obligations regarding development and use of the Property; and

WHEREAS, the CRA has determined that donating the Property to Developer for the Project is in the public’s best interest; and

WHEREAS, both parties agree that upon the expiration of the statutory duration of the CRA, the City of Pompano Beach, a Florida municipal corporation, shall be its successor in interest and assume all rights, obligations and duties hereunder.

NOW, THEREFORE, in consideration of the conditions, covenants and mutual promises set forth herein, the CRA and Developer agree as follows.

ARTICLE 1 DEFINITIONS

As used in this Agreement the following terms shall have the following meanings. Other terms not defined in this Article shall have the meanings assigned to them elsewhere in this Agreement. Words used in the singular shall include the plural and words in the masculine/feminine/neuter gender shall include words in the masculine/feminine/neuter where the text of this Agreement requires.

Act: Chapter 163, Part III, Florida Statutes

Appraised Value: the just values of the Property at the time of the CRA's proposed conveyance to Developer as determined by the 2016 Broward County Property Appraiser's Office Land Assessment Value.

Authorized Representative: the person(s) designated and appointed from time to time by either the CRA or Developer to represent that entity in administrative matters as opposed to policy matters.

Building and Improvements: a seventy one (71) unit town house type development project contained within five (5) separate parcels with site improvements to include but not be limited to parking, drainage and landscaping on each parcel.

Building Official: the City's official in the City of Pompano Beach Building Department charged with authority under the Florida Building Code to review and approve building plans on behalf of the City and to issue building permits.

Building Permit: refers to the approvals required from the City of Pompano Beach needed to begin construction of the Project.

Certificate of Occupancy or "CO": wherever either of these terms is used in this Agreement, they shall refer to a temporary or final certificate of occupancy issued by the City pursuant to the Florida Building Code.

City: the City of Pompano Beach, a municipal corporation of the State of Florida.

City Commission: the elected governing body of the City.

Completion Date: the date when the CRA issues a notice of completion for the Project after issuance of a certificate of occupancy by the City.

Conceptual Site Plan: the Conceptual Site Plan submitted by the Developer and attached to this Agreement as Exhibit 2.

Construction Plans: refers to the plans prepared by a licensed architect and/or engineer required for the issuance of the Building Permit.

Construction Financing: any financing provided for all or any portion of the Project.

Contractor: one or more individuals or firms constituting a general contractor properly licensed by the City or other appropriate jurisdiction to the extent required by applicable law to perform contracting services to construct the Improvements, bonded to the extent required by applicable law and contract specifications.

Contract Administrator: for the CRA, its Executive Director or his/her designee as provided for in writing by the Executive Director of the CRA; for Developer, Franck Gotsman, Vice-President or his designee as provided for in writing by the Developer.

Conveyances: refers collectively to the conveyance of the Property.

CRA: the Pompano Beach Community Redevelopment Agency, a public body corporate and politic created under the provisions of Chapter 163, Florida Statutes, with power and authority to contract and borrow.

CRA Board: the CRA Board of Directors.

Declaration of Covenants and Restrictions: refers to the declaration of covenants and restrictions required by the CRA in Article 7.

Default: an event under which any party to this Agreement has failed to materially perform under the obligations of this Agreement, after having been given notice of such event and an opportunity to cure; the opportunity to cure any event of default, unless otherwise prescribed in this Agreement, shall be 30 days after delivery of notice to the party alleged to be in default. Notwithstanding the foregoing, in the event a cure is not reasonably possible within 30 days, a Default shall not be deemed to occur in the event the party commences a cure within the 30 day period and proceeds with reasonable diligence to cure the Default thereafter.

Developer: refers to Hadar Homes, LLC, a Florida limited liability corporation and assigns,

Development Approvals: any or all of the following approvals (collectively, the “Development Approvals”):

- a. Site Plan
- b. Building Permits
- c. Drainage Permits
- d. All Site Development Permits
- e. Approvals by other governmental agencies having jurisdiction
- f. Approval of Flex Unit Allocation

Development Drawings: preliminary development plans that include, but are not limited to, a graphic depiction of the single family units, including floor plans and elevations.

Effective Date: the date on which this Agreement is executed by the later of the CRA or Developer.

Financing Commitment(s): letters of firm commitment from one or more lenders providing construction financing evidencing Developer’s capacity to timely perform its obligations under this Agreement in accordance with this Agreement and the Project Schedule. If the Financing Commitments are received from more than one source, they shall cumulatively provide an adequate amount of total financing and/or equity to comply with the foregoing.

Governmental Authorities: the City, CRA, and any other federal, state, county, municipal or other government department, entity, authority, commission, board, bureau, court, agency or any instrumentality of any of them.

Improvements: improvements on the Property to be constructed with and in support of the Project in accordance with this Agreement, including but not limited to, the residential units, common areas, paving, lighting, irrigation, landscaping and all other improvements made to the Property.

Loan: refers to construction financing for the Project.

Notice of Completion: after Developer's receipt of the Certificate of Occupancy for the Project, the Notice of Completion shall be the CRA's written notice to Developer memorializing the CRA's satisfaction with Developer's completion of the Building and Improvements.

Permitted Delays: all delays or extensions approved by the CRA and all delays attributable to an event of force majeure as provided for in Article 37.

Permitted Plans: the collective development plans approved by the City and CRA for the Project, including but not limited to the Site Plan; Landscape Plan; engineering/infrastructure paving, grading and drainage plans; architectural, mechanical and structural drawings and specifications prepared by the Developer and/or its agents, approved by the CRA or the CRA's designee, and approved by the City, and through which all relevant permits are issued by the City.

Project: the construction of seventy one (71) unit town house type development project contained within five (5) separate parcels of land with site improvements to include but not be limited to parking, drainage and landscaping on each parcel of land described in the Proposal attached as Exhibit 2.

Project Budget: the budget prepared by the Developer that shows the anticipated line items and estimated costs for all the line items that Developer expects to incur in connection with development of the Project as described in the Proposal.

Project Lender: refers to the private lender or lenders who will provide all financing needed to complete the Project.

Project Schedule: the schedules and time frames given by the Developer to the CRA for submittal of applications for approvals and commencement and completion of the Building and Improvements as required by this Agreement attached as Exhibit 4.

Project Site: refers to that property currently owned by the CRA as described in Exhibit 1 to be utilized for construction of the Project in accordance with this Agreement.

Site Plan Approval: the final, unconditional granting of the site plan approval from the Governmental Authorities, including all applicable appeal periods.

Work: the construction and services required under this Agreement, whether completed or partially completed, including all other labor, materials, equipment, goods, products and services provided or to be provided by Developer to fulfill Developer's obligations hereunder. The Work shall include the complete design, permitting, financing, construction and sale of the Project.

ARTICLE 2 REPRESENTATIONS

2.1 Representations of the CRA. The CRA makes the following representations to Developer which CRA acknowledges that Developer has relied upon in entering into this Agreement.

2.1.1 This Agreement is a valid, binding and permissible activity within the power and authority of the CRA and does not violate any City Code, City Charter provision, rule, resolution, ordinance, policy, CRA Redevelopment Plan, or agreement of the City or the CRA, or constitute a default of any agreement or contract to which the City or the CRA is a party.

2.1.2 The CRA is conveying the Property in a physically "as is" condition.

2.1.3 The individuals executing the Agreement on behalf of the CRA are duly authorized to take such action, which action shall be, and is, binding upon the CRA.

2.2 Representations of Developer. Developer makes the following representations to the CRA which CRA relies upon in entering into this Agreement.

2.2.1 The Developer is a Florida limited liability company, duly organized, existing and in good standing under the laws of the State of Florida with the power and authority to enter into this Agreement.

2.2.2 The execution, delivery, consummation and performance under this Agreement will not violate or cause the Developer to be in default of any provisions of its governing documents or rules and regulations or any other agreement to which Developer is a party or constitute a default thereunder or cause acceleration of any obligation of Developer thereunder.

2.2.3 By execution of this Agreement, the Developer certifies to the CRA that the officer executing this Agreement has been duly authorized by proper resolution(s) of Developer's respective board of directors to enter into, execute and deliver this Agreement and all other documents, certificates, agreements, consents and receipts, and to take any and all other actions of any kind whatsoever in order to accomplish the purposes and undertakings hereunder and such action shall be, and is, binding on Developer.

2.2.4 There are no actions, suits or proceedings pending or threatened against or affecting the Developer or its principals, which Developer is aware of in any court or before or by any federal, state, county or municipal department, commission, board, bureau, agency or other governmental body which would have any material effect on Developer's ability to perform its obligations under this Agreement.

2.2.5 Developer represents that, subject to obtaining Financing Commitments as provided for in this Agreement, it has the ability, skill and resources to complete its responsibilities as required by this Agreement.

2.2.6 Developer acknowledges this Agreement has been entered into to provide for construction of a 71 unit townhouse development in the CRA's Northwest Community Redevelopment Area in accordance with the infill housing goals of the CRA's Redevelopment Plan. As such, the CRA will record the Declaration of Covenants and Restrictions attached to this Agreement as Exhibit 5 in the Public Records of Broward County, FL.

2.2.8 Developer also recognizes that the CRA, in entering into this Agreement, is accepting and relying on the Developer for the faithful performance of all undertakings and covenants contained in this Agreement in view of the following considerations: (i) the importance of development of the Property to the general welfare of the community and its relationship to abutting areas; (ii) the importance of building a quality 71 unit townhouse development; (iii) the substantial financing and other public aids that have been made available by law and through the assistance of federal, state and local governments to make this development possible.

2.2.9 Developer further acknowledges that its failure to faithfully perform any of the provisions of this Agreement constitutes default on its part, and Developer fully agrees to the CRA's remedies for default as set forth in this Agreement.

2.2.10 Developer agrees that construction of the Building and Improvements on the Property shall be substantially completed according to the Project Schedule, but that in no event shall the completion of said construction extend beyond October 1, 2019, even taking into account Permitted

Delays.

**ARTICLE 3
APPLICABILITY OF PROPOSAL
AND INCORPORATION BY REFERENCE**

Developer's Proposal and all the attached Exhibits to this Agreement form an integral part of this Agreement and are specifically incorporated in this Agreement by reference. In the event there is a conflict between the Proposal and this Agreement, the express terms and conditions of this Agreement shall prevail and supersede those inconsistent terms in the Proposal.

**ARTICLE 4
PROJECT DESCRIPTION**

4.1 The Project: The CRA will convey the Property to Developer and Developer will pay the CRA Five (5%) percent of Net Operating Income for a period of ten (10) years following the second year of Operation, with a total minimum guarantee over the ten (10) year period of Three Hundred Thousand (\$300,000.00) Dollars. The Developer will design, fund and construct a seventy-one (71) unit town house development on five (5) separate parcels. The development is proposed to be a rental town house development with 30% of the residences to be made available for sale to private buyers. The Developer has agreed to own, operate and manage the Project for at least five (5) years after completion. Upon expiration of five (5) years from the dates of completion, Developer shall be released from all obligations to own, operate and manage the Project and shall be free to sell all or any portion of the units, either separately or as a package.

4.2 Conveyances: The CRA shall convey the Property to Developer. The closings on the Conveyance and the closing(s) on the Construction Financing shall occur simultaneously. The CRA acknowledges that this Development Agreement constitutes the contract for purposes of "site control." If the CRA fails to convey the Property in accordance with the terms of this agreement, Developer's remedy for such failure to convey is specific performance.

4.3 Conveyance Contingency: The closing on the Conveyance is contingent upon the simultaneous closing of the Construction Financing. If this contingency has not occurred within 12 months of the Effective Date, this Agreement shall automatically terminate unless, at the request of the Developer and upon written consent of the CRA Contract Administrator, which consent shall not be unreasonably withheld or delayed, this period is extended for an additional six (6) months.

4.4 Project Funding: Developer shall be solely responsible for obtaining all funds necessary to design, construct and market the Buildings and Improvements on the Property as provided for herein, regardless of whether Developer's total construction costs exceed the \$14,344,000.00 represented in Developer's Proposal.

4.5 Agreement for Re-Conveyance of Property.

4.5.1 Developer agrees to complete construction of the Building and Improvements for the Project, according to the Project Schedule (Exhibit 4), but in no event shall completion of said construction extend beyond October 1, 2019, even taking into account Permitted Delays. Developer's failure to complete construction shall, upon notice to the Developer and a thirty (30) day opportunity to cure, cancel this Agreement and require Developer to immediately re-convey the Property back to the CRA in accordance with Article 20 herein and the Agreement for Re-Conveyance of Property attached as Exhibit 6.

4.5.2 The CRA shall record the fully executed Agreement for Re-Conveyance of Property simultaneously with the CRA's recording of the Quit Claim Deed attached hereto as Exhibit 7, conveying the Property to Developer in accordance with this Agreement. The Quit Claim Deed shall provide that in the event that the Developer does not comply with the time periods for financing commitments and completion of construction, then, upon applicable notice and an opportunity to cure as provided in this Agreement, all right, title and interest in the Property shall revert to the CRA.

4.5.3 All costs, including attorneys' fees, associated with re-conveyance of the Property shall be the sole responsibility of Developer. All real estate taxes, liens, or other encumbrances that impact re-conveyance to the CRA with clear title shall be paid by Developer prior to re-conveyance.

4.6 The Declaration of Covenants and Restrictions.

4.6.1 The Declaration of Covenants and Restrictions (the "Restrictive Covenants"), attached to this Agreement, shall be for a term of five (5) years commencing upon the date of Developer's completion of the project, evidenced with the receipt of a Certificate of Completion from the City of Pompano Beach Building Division. The Restrictive Covenants shall comply in all respects with the provisions of Article 7 below. Upon expiration of five (5) years from the date of completion, the Declaration of Covenants and Restrictions shall be null and void and of no further effect.

ARTICLE 5 TERM

The term of this Agreement shall commence on the date this Agreement is executed by the later of the CRA or Developer and end when Developer receives a Certificate of Occupancy from the City of Pompano Beach Building Department. During this period, the Developer shall be bound by, and must comply with, the terms and conditions imposed upon the Property by this Agreement, the Agreements for Re-Conveyance of Property and the Restrictive Covenants. The obligations contained in the Agreements for Re-Conveyance and the Restrictive Covenants shall survive the term of this Agreement.

ARTICLE 6 CONDITIONS PRECEDENT TO CONVEYANCE

The CRA shall have no obligation to convey the Property to Developer unless all conditions precedent to conveyance have been satisfied, completed or performed. The following are conditions precedent to the CRA's conveyance of the Property to Developer:

6.1 Evidence of Financing Commitment(s) For Construction Financing. Developer acknowledges that it has sole responsibility for all Project expenses. This Agreement and conveyance of title to the Property is expressly made contingent upon Developer providing the CRA with evidence satisfactory to the CRA that Developer has Financing Commitments and sufficient equity capital for construction of all the Building and Improvements on the Property.

The Financing Commitments shall: (i) be in a form and content reasonably acceptable to the CRA's Contract Administrator; (ii) be subject to all the terms and conditions of this Agreement; and (iii) provide that Project Lenders give the CRA notice of any defaults by the Developer.

6.1.1 Upon Developer delivering the Financing Commitments to the CRA, the CRA shall

respond in writing within ten (10) business days as to the acceptability of such commitment(s) with approval not to be unreasonably withheld, conditioned or delayed. If the Financing Commitments are unacceptable to the CRA, the CRA shall specify the matters which are unacceptable and provide Developer with a 60 day period to resubmit acceptable Financing Commitments. If the CRA fails to respond as specified above, the Financing Commitments shall be deemed acceptable.

6.1.2 In the event the Developer is unable to satisfactorily provide the Financing Commitments, Developer shall have ten (10) days to provide reasonable evidence to the CRA that it has sufficient financial resources available to complete construction of the Property as required by this Agreement. In the event Developer is unable to demonstrate sufficient financial resources as provided herein, then the CRA may terminate this Agreement upon delivery of written notice to the Developer, upon which this Agreement shall be null and void and of no further force and effect, in which event the parties shall be released of all further obligations and liabilities to the other, except those which expressly survive termination hereof.

6.2 Developer shall provide evidence satisfactory to the CRA that it has all Development Approvals referred to under Article 1 of this Agreement.

6.3 Pre-Closing Access to Property for Testing, Inspections, Etc. Prior to the CRA's conveyance of the Property to Developer, the CRA shall permit Developer's representatives to have access, at all reasonable times, to any part of the Project Site to which the CRA holds title for the purpose of obtaining data and making various tests concerning the Project Site necessary to carry out this Agreement. Said data and testing may include, but is not limited to, location and preconstruction surveys; soil borings; tests of on-site infrastructure; or other examinations of the Project Site which require that full possession of the Project Site be given to Developer.

6.3.1 Developer shall be solely responsible for repair of any damage to the Project Site or any property adjacent to the Project Site caused by Developer's pre-closing access to the Project Site for testing, inspections and any other activities conducted by Developer on the Project Site.

6.3.2 Developer shall indemnify and hold the CRA and the City of Pompano Beach (the City) harmless as to any and all claims arising from Developer's access to the Project Site under this Article 6. The CRA shall provide Developer copies of available information regarding the Property, including site surveys, utility location drawings, soil borings, environmental reports and other similar documentation concerning the Property in its possession, but shall not be obligated to obtain, create or draft such documents if such are not within the CRA's possession or control. Notwithstanding the execution and delivery of this Agreement, Developer shall take no possession of the Property, other than the temporary access provided in this Article, until the CRA conveys it to Developer in accordance with this Agreement.

ARTICLE 7 DECLARATIONS RUNNING WITH THE LAND

7.1 Restrictive Covenants. Simultaneous with the Conveyances, the CRA shall record the Declaration of Covenants and Restrictions (the "Restrictive Covenants") in the Public Records of Broward County, which Restrictive Covenants shall be binding on all parties and persons claiming under them or claiming any right, title, or interest in and to the Property for a period beginning with the date the Restrictive Covenants are recorded in the Public Records and ending five (5) years later.

The Restrictive Covenants shall expressly provide that the Restrictive Covenants shall be covenants running with the land and that they shall, in any event, and without regard to technical classification or designation, legal or otherwise, and except only as otherwise specifically provided in this Agreement, be binding to the fullest extent permitted by law and equity for the benefit and in favor of, and enforceable by the CRA, its successors and assigns and any successor in interest to the Property or any party in

possession or occupancy of the Property or any part thereof.

Only the CRA, its successors or assigns, may modify, amend, repeal or alter the Restrictive Covenants. Developer, its successors or assigns, shall not modify, amend, repeal or alter these restrictive covenants in whole or in part. Invalidation, in whole or in part, of any of the provisions of the Restrictive Covenants shall in no way affect any other provisions or parts thereof which will remain in full force and effect.

7.2 Permitted Use. Developer shall design, construct and market the Building and Improvements on the Property for multi-family residential use in accordance with this Agreement and the Restrictive Covenants.

7.3 Modification to Use. No change in use, whether principal or accessory, shall be instituted unless and until such use has been presented to and formally approved by the CRA.

7.4 Management of the Sports Park Residences. The Restrictive Covenants shall provide that the operation and management of the Sports Park Residences shall comply in all respects with this Agreement and the Restrictive Covenants.

ARTICLE 8 INSURANCE AND SURETY BONDS

At the time of conveyance of the Property, Developer and all contractors and subcontractors shall maintain in full force and effect, at their sole cost, the insurance coverage set forth below in a form, content, and amount acceptable to the City's Risk Manager.

8.1 Fire and Extended Coverage: (Builder's Risk Policy) The CRA shall require the Builder/General Contractor, at their own expense, to provide full theft, windstorm, fire and extended coverage on improvements constructed, and personal property located on the premises, for the benefit of the CRA, Project Lenders, and Developer, as each party's interests may appear, in an amount not less than one hundred percent (100%) of the replacement value of the Building and Improvements. Such insurance shall provide that the CRA's interests are included as a loss payee and contain a waiver of subrogation rights by the Builder/General Contractor's carrier against the CRA.

8.2 Worker's Compensation: The Developer, Builder/General Contractor and all subcontractors shall provide, carry, maintain and pay for all necessary Workers' Compensation insurance for the benefit of their employees according to the statutory limits.

8.3 Employer's Liability: The Developer, Builder/General Contractor and all subcontractors shall provide, carry, maintain and pay for Employer's Liability Insurance for the benefit of their employees in the amount of One Hundred Thousand Dollars (\$100,000.00).

8.4 General Liability Insurance: The Developer, Builder/General Contractor and all subcontractors shall, at their own expense, provide, pay for, and continuously maintain, comprehensive and all-inclusive public liability and property damage insurance for the benefit of the CRA, with a policy limit of not less than \$200,000 per person/\$300,000 per occurrence, combined single limits, which coverage shall include property damage and personal injuries, including death, and shall include the CRA as an additional named insured.

8.5 Business Auto Insurance: The Developer, Builder/General Contractor and all subcontractors shall provide, carry, pay for and continuously maintain business automobile coverage for owned, non-owned and hired vehicles for the benefit of the CRA with a policy limit of not less than \$200,000 per person/\$300,000 per occurrence and shall include the CRA as an additional insured.

8.6 Ten Year Builder's Warranty Insurance: Developer shall, at his own expense, provide and pay for a ten (10) year Builder's Structural Warranty Policy that will provide insurance coverage for all major structural defects. In addition, said Policy shall provide coverage during the first two years for defects in plumbing, heating, cooling and electrical systems and one year coverage against construction defects.

8.7 Policies: Whenever, under the provisions of this Agreement, insurance is required of the Developer, the Developer shall promptly provide the following:

8.7.1 Certificates of Insurance evidencing the required coverage;

8.7.2 Names and addresses of companies providing coverage;

8.7.3 Effective and expiration dates of policies; and

8.7.4 A provision in all policies affording CRA thirty (30) days written notice by a carrier of any cancellation or material change in any policy.

8.8 Collection of Insurance: In the event of destruction of or damage to any of the premises and contents covered by insurance, the funds payable in pursuance of said insurance policies for repair and/or reconstruction shall be deposited in a commercial national bank located in Pompano Beach, Florida, selected by the CRA, as a trust fund. Said funds shall be used for the purposes of reconstruction or repair according the following priority: first, for all or any portion of the premises; second, for Building and Improvements; and third, personal property, so damaged or destroyed.

Such reconstruction and repair work shall be done by Developer, the Builder/General Contractor and all subcontractors in strict conformity with the Ordinances of the City and all governmental agencies having jurisdiction. In the event the cost of reconstruction or repair exceeds the amount of funds available from the proceeds of such insurance policy, then such funds shall be used as far as the same will permit in paying the cost of said reconstruction or repair and the Developer shall be responsible for the remaining funds. In the event that the cost of such reconstruction or repair work shall be less than the proceeds derived for such insurance policies, the surplus shall be payable to Developer.

8.9 Insurance Cancellation: Should any of the required insurance policies be canceled before the expiration date or non-renewed, the issuing company will provide thirty (30) days written notice to the certificate holder, the CRA.

8.10 Prior to commencement of construction, Developer shall obtain, or cause each of its construction contractors who are acting as general contractors to obtain, payment and performance bonds, insuring the performance of the completion of the Project, acceptable in all respects to the CRA from a corporate surety authorized to do business in the State of Florida, reasonably acceptable to the CRA, and naming the CRA and the City as dual obliges.

ARTICLE 9 CONTRACT ADMINISTRATOR

9.1 For the purposes of the day-to-day conduct during planning, development, construction and operation of the Project, the Developer's Contract Administrator is Franck Gotsman, Vice-President, or his successor.

9.2 For the purposes of the day-to-day conduct during planning, development, construction and operation of the Project, the CRA's Contract Administrator is its Executive Director or his/her designee as provided for in writing by the CRA's Executive Director.

ARTICLE 10

DEVELOPER'S OBLIGATION TO CONSTRUCT BUILDINGS AND IMPROVEMENTS

Developer covenants and agrees to construct the Building and Improvements upon the Property in a good and workmanlike manner and in accordance with this Agreement and the construction plans for the Project to be approved by the CRA (the "Construction Plans"). Furthermore, with regard to the Building and Improvements, the Developer covenants and agrees with the provisions set forth below.

10.1 Notwithstanding any other provision or term of this Agreement or any Exhibit hereto, the Construction Plans for the Building and Improvements and any and all other work by Developer with regard to the Project shall be designed and prepared in compliance with all relevant federal, state and local laws, rules, regulations, ordinances and Building Code provisions. In addition, the Construction Plans and the actual construction of the Building and Improvements shall fully comply with the provisions set forth in this Agreement.

Developer agrees that the failure of this Agreement to address a particular permit, condition, fee, term or restriction, shall not relieve Developer of the necessity of complying with the law governing said permitting requirements, conditions, fees, terms or restrictions.

10.2 The Building and Improvements shall be constructed and paid for wholly at the expense of the Developer.

10.3 The Construction Plans for the Building and Improvements must be prepared by an architect and engineer who is licensed ("Licensed Architect" and "Licensed Engineer") in the State of Florida to practice as such, and who actually practices as such in the State of Florida.

The CRA agrees to subordinate its property interest in such Construction Plans to liens of the Project Lenders contemplated by this Agreement for development and completion of the Project. In the event this Agreement is terminated, the CRA shall retain its property interest in the Construction Plans.

10.4 The Building and Improvements must be built by a general contractor ("General Contractor") duly licensed under the laws of the State of Florida. The Developer may also be the General Contractor if Developer is a duly licensed general contractor.

10.5 By authorizing execution of this Agreement, the CRA Board has approved the Proposal, a copy of which is attached as Exhibit 3. A final site plan for the Building and Improvements must be prepared and submitted to the CRA's Contract Administrator for his/her written approval prior to submittal of the Building Permit Application as provided for in Article 11 below.

10.6 Modifications to the Conceptual Site Plan may be approved by the CRA's Contract Administrator without further review or formal approval by the CRA Board in the following circumstances:

10.6.1 Alterations to proposed or existing buildings or structures which do not result cumulatively in more than 10% modification to the floor area per building or structure as found in the initially approved Site Plan;

10.6.2 Alterations to the interior of any proposed building which do not alter the external appearance of such building;

10.6.3 Minor cosmetic alterations of the external façade of proposed buildings, including new or renovated signage;

10.6.4 Minor alterations or adjustments in the location of proposed structures or site improvements on the Property.

10.6.5 Parking and driveway radius may be adjusted to improve open space;

10.6.6 Building locations may be adjusted or rotated to improve open space;

10.6.7 Sidewalks may be modified to connect to revised building entrances and increase impervious area except that perimeter sidewalks must be maintained. As to the perimeter sidewalks or walkways, Developer may substitute suitable materials such as paver block, asphaltic material, etc., subject to administrative review and approval;

10.6.8 Total caliper inches of replacement trees and the required trees and species mix as shown on the Planning & Zoning approved Site Plan may be increased. Tree species may be modified to meet availability at the time of planting and shall be subject to administrative review and approval;

10.6.9 Interior floor plan design alterations may meet or exceed the square footages stated in the Developer's proposal presented to the CRA; and

10.6.10 Minor adjustment or additions to site features.

10.7 Any modification to the Site Plan that does not fit into the criteria identified in Paragraph 10.6.1 through 10.6.10 above shall require approval by the CRA Board and amendment of this Agreement.

10.8 No modification or adjustment may be made under this Article which results in a modification of the express terms of this Agreement.

10.9 Developer shall submit building plans and specifications to the Contract Administrator for preliminary approval. Upon receiving approval from the Contract Administrator, Developer shall submit the aforementioned plans and specifications to the City's Building Department to facilitate issuance of a building permit (the "Building Permit"). After receipt of the Building Permit, Developer will proceed with and complete construction of the Project in accordance with the terms of this Agreement.

10.10 After the Property is conveyed to Developer, the CRA shall cooperate with Developer and execute all requisite documents for the purpose of joining in the submission of any and all applications and development permits provided the CRA does not incur any cost or liability for doing so.

10.11 The Project Site and all Building and Improvements shall be maintained in a clean, sanitary and safe condition by Developer. The Project Site shall be appropriately landscaped and maintained with a mechanical sprinkling system in accordance with City Code. No portion of the Project shall be allowed to become or remain overgrown or unsightly.

10.12 All repairs made by Developer shall be at least similar or equal in quality and class to the original work. Under the terms of this Agreement, Developer shall keep and maintain all portions of the Project under Developer's control in a clean and orderly condition, free of dirt, rubbish and unlawful obstructions. Repairs or maintenance work by Developer shall begin immediately upon Developer's knowledge of the need for such repairs or maintenance or upon written notice by the City or CRA.

ARTICLE 11 CRA PARTICIPATION

The CRA's participation in the Project shall be subject to the Declaration of Restrictive Covenant running with the land for a period of 5 years as described in Article 7.

ARTICLE 12
CONDITIONS PRECEDENT TO COMMENCEMENT OF CONSTRUCTION

12.1 Approval of Construction Plans.

12.1.1 Developer shall submit the Construction Plans to the CRA's Contract Administrator for approval prior to submitting a building permit application to the City. Within 30 calendar days of receipt of the Construction Plans, the CRA's Contract Administrator shall review said Construction Plans for compliance with this Agreement and in writing either approve ("Notice of Plan Approval for Contract Compliance") or disapprove ("Notice of Plan Disapproval for Contract Compliance") the Construction Plans as being in conformity with this Agreement. If the CRA's Contract Administrator fails to deliver to the Developer within the 30 day period either of these two Notices, the CRA will be deemed to have delivered a "Notice of Plan Approval for Contract Compliance" and the Construction Plans will be deemed to have been approved.

12.1.2 If the Contract Administrator rejects the Construction Plans for not being in conformity with this Agreement, the Notice of Plan Disapproval for Contract Compliance shall set forth in detail the reasons for said rejection. Developer shall submit corrected Construction Plans to the CRA's Contract Administrator which are in accordance with this Agreement within 30 calendar days of receiving CRA's Notice of Plan Disapproval for Contract Compliance.

12.1.3 If the CRA's Contract Administrator issues a Notice of Plan Approval for Contract Compliance, Developer shall file a building permit application with the City in accordance with the City's procedures for such application. A copy of the building permit application shall be provided contemporaneously to the CRA's Contract Administrator.

12.1.4 Developer shall provide the CRA's Contract Administrator with written notice that the City has issued the Building Permit within five (5) business days of the issuance and Developer's receipt of said Permit. If Developer is otherwise in compliance with this Agreement's terms, the CRA's Contract Administrator shall provide Developer with written Notice to Proceed within five (5) business days of receipt of the written notice that the Building Permit has been issued. In no event shall any construction commence on the Project until the Building Permit has been issued by the City and the Notice to Proceed has been issued by the CRA's Contract Administrator.

12.2 Construction Notice and Commencement Submittals. Developer shall deliver a construction notice to the Contract Administrator (the "Construction Notice") within sixty (60) calendar days from the date of the Notice to Proceed as provided above. Said Construction Notice shall state that the Developer will commence construction of the Building and Improvements within ninety (90) calendar days of such notice and shall provide an estimate of construction costs, an updated construction schedule, and evidence of construction contract(s) and insurance as described herein.

12.3 Estimate of Construction Cost. Simultaneous with submittal of the Construction Notice, Developer shall provide the Contract Administrator with a revised estimate of the construction costs for the Building and Improvements according to the Construction Plans, including an estimate of all professional fees to be incurred in connection with construction.

12.4 Construction Schedule. Simultaneous with submittal of the Construction Notice, Developer shall also deliver an updated Project Schedule to the CRA's Contract Administrator which critically paths all construction activity for completion of the Building and Improvements on the Property.

12.5 Construction Contract. Simultaneous with submittal of the Construction Notice, Developer shall provide the CRA's Contract Administrator a copy of Developer's contract with the General Contractor (if a general contractor is retained by Developer) under which the General Contractor has agreed to construct

the Building and Improvements in accordance with the Construction Plans and to pay for all labor and materials for the cost of construction. The General Contractor, or if none, the Developer agrees to the provisions set forth below.

12.5.1 The General Contractor and/or Developer agrees to protect, defend, indemnify and hold harmless the CRA and the City and their respective officers, employees and agents from and against any and all losses, penalties, damages, settlements, costs, charges or other expenses or liabilities of every kind in connection with or arising directly or indirectly out of the Work agreed to or performed even though the CRA or City is held to be actively or passively negligent, but excluding any such occurrence arising out of or resulting from the intentional torts of the CRA or the City (the "Indemnification").

12.5.2 Without limiting the foregoing, any and all such claims, suits, etc., relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the Indemnification. The General Contractor or Developer further agrees to investigate, handle, respond to, provide defense for and defend any such claims at their sole expense and agree to bear all other costs and expenses related thereto, even if the claim(s) is/are groundless, false or fraudulent.

12.5.3 The General Contractor or Developer shall require all of its subcontractors to provide the Indemnification in all contracts and subcontracts entered into and arising out of Work.

12.6 Governmental Approvals. Developer acknowledges that the Project requires the allocation of Flex Units and other governmental approvals prior to conveyance and/or commencement of construction. Developer shall obtain all necessary governmental approvals and shall provide confirmation of such approvals to the CRA prior to commencement of construction, if not already required prior to conveyance.

12.7 Failure to Satisfy Conditions Precedent. Failure to satisfy the conditions precedent to commencement of construction contained in this Article shall constitute a material default under this Agreement.

ARTICLE 13 CHANGES IN CONSTRUCTION PLANS

Developer may make changes to the originally approved Construction Plans within the limitations imposed by Article 10 and such changes may be approved administratively by the CRA's Contract Administrator without seeking CRA Board approval.

ARTICLE 14 CONTINUOUS CONSTRUCTION; PERMITTED DELAYS

14.1 Once construction has commenced, Developer shall diligently and continuously proceed to completion of construction and issuance of a certificate of occupancy without any interruption that exceeds thirty (30) days, unless such interruption is caused by a Permitted Delay. Developer shall, within five (5) days of the beginning of any interruption of construction anticipated to exceed thirty (30) days, request written approval by the CRA of a Permitted Delay, which request shall explain the reason for the interruption of construction and the anticipated period of such interruption. Approval of the Permitted Delay shall be in writing and shall include the date on which the Permitted Delay ends, unless further extended in writing by the CRA.

14.2 An interruption in construction that exceeds thirty (30) days and is not approved by the CRA as a Permitted Delay shall constitute a material default by Developer, subject to the cure period described in Article I. Permitted Delays in completing construction of the Building and Improvements shall not

constitute a material default by the Developer provided that Developer resumes and continues construction within five (5) business days following the date on which such Permitted Delay ends.

ARTICLE 15 CARE AND MAINTENANCE DURING AND AFTER CONSTRUCTION

15.1 During construction of the Building and Improvements, the Developer shall safely maintain the construction site, protect against damage to persons and property by reason of construction activities, and provide adequate security during non-construction periods.

15.2 In the case of damage or loss to the Building and Improvements, Developer shall, as soon as possible after the occurrence of such loss or damage, repair or rebuild them so that the Building and Improvements are of the same general character as the approved construction plans and at least equal in value to the Building and Improvements prior to such loss or damage. Developer shall comply with Article 8 of this Agreement as to insurance requirements and the use of insurance funds for such damage or loss.

15.3 Permitted Delays excepted, such repairs shall begin within 60 calendar days after such occurrence or, if rebuilding is required, such rebuilding shall begin within 120 calendar days after such occurrence and in either case shall be completed in a reasonable time provided insurance funds are available, but in no event shall commencement of repairs or rebuilding be delayed beyond 180 days from the date of occurrence. The Developer shall pay for all such repairing and rebuilding so that the Property and the Building and Improvements shall be free and clear of all liens of mechanics and materialmen and similar liens arising out of such repair, rebuilding or reconstruction of the Building and Improvements.

ARTICLE 16 COMPLETION OF CONSTRUCTION

The Developer shall complete the construction of all Building and Improvements, except for Permitted Delays, as set forth in the Project Schedule. It is understood and agreed that completion shall mean the final Certificate of Occupancy and the Notice of Completion have been issued on all Building and Improvements. Developer's failure to complete construction of the Building and Improvements within the time frames set forth in the Project Schedule, subject to extension for Permitted Delays, shall constitute a material default in accordance with the provisions of this Agreement.

ARTICLE 17 NOTICE OF COMPLETION

Within five (5) business days after Developer's completion of the Building and Improvements as evidenced by issuance of the Certificate of Occupancy, the CRA shall inspect the Building and Improvements for satisfactory completion. If, in its sole discretion, the CRA finds the Building and Improvements have been satisfactorily completed, the CRA shall promptly furnish Developer with a Notice of Completion.

ARTICLE 18 OTHER DUTIES OF THE DEVELOPER

18.1 Access to Work. Developer agrees that representatives of the City, CRA and other applicable regulatory agencies shall have access to the Work whenever it is in preparation or progress and that the Developer will provide proper facilities for such access and inspection.

18.2 Anti-Kickback Act. Developer shall comply with regulations of the Secretary of Labor of the United States of America made pursuant to the Anti-Kickback Act of June 13, 1934, 40 U.S.C. 276(c) and any amendments or modifications thereto. Developer shall ensure appropriate provisions are inserted

in its subcontracts to insure Developer's subcontractors are in compliance with the Anti-Kickback Act; subject, however, to any reasonable limitations, variations, tolerances and exemptions from the requirements of said Anti-Kickback Act as the Secretary of Labor may specifically provide.

18.3 Minority, Women and Lower Income Person Participation.

18.3.1 Developer acknowledges and agrees that with all due diligence and to the extent possible, it will involve the participation of minorities, females and lower income persons in construction and marketing of the Project.

18.3.2 Developer shall use its commercially reasonable efforts to achieve participation of local minority-owned business enterprise ("MBE") and women-owned business enterprise ("WBE") contracting and subcontracting firms. Developer shall work with the CRA's Program Director, Ms. Dahlia Baker at the telephone number (954) 786-7866 in an effort to utilize as many local MBE and local WBE firms as feasible for performance of the contracts and subcontracts for construction and marketing of the Projects. For the purposes of this Article, local MBE or local WBE shall mean MBE/WBE with a principal place of business in Broward County with a preference for WBE/MBE firms from the Pompano Beach area.

18.4 Compliance with Land Use Regulations. Developer shall develop the Project for use in compliance with all applicable land use, land development and zoning regulations and the same shall govern development of the Project for the duration of this Agreement.

ARTICLE 19 EVALUATION, MONITORING REPORTS AND OWNERSHIP OF DOCUMENTS

19.1 Upon request, Developer shall provide the CRA, in a format reasonably acceptable to both parties, information, data and reports to be used by the CRA in monitoring Developer's performance in carrying out the Project. Developer understands and agrees the CRA will carry out periodic monitoring and evaluation activities as it deems necessary and that continuation of this Agreement is dependent upon satisfactory evaluation conclusions. Such evaluation will be based on the terms of this Agreement, comparisons of planned versus actual progress relating to Project scheduling, budgets, construction and marketing.

19.2 Subject to the rights of the Project Lenders, all reports, plans, surveys, information, documents, maps and other data procedures developed, prepared, assembled or completed by Developer for the purposes of this Agreement shall be co-owned by the Developer and the CRA without restriction, reservation or limitation of their use, and shall be made available by Developer at any time upon request by CRA. Upon completion of all Work contemplated under this Agreement, copies of all of the above data shall be delivered to the CRA representative upon the CRA's written request.

ARTICLE 20 DEFAULT AND REMEDIES

20.1 Default by Developer. The following shall constitute an Event of Default under the Agreement:

20.1.1 Failure of Developer to meet the development timelines provided for in the Project Schedule (Exhibit 4), subject to any amendments executed by the parties which extended the development timelines, and such default continues for a period of 30 days after written notice from the CRA. Notwithstanding the foregoing, in the event a cure is not reasonably possible within 30 days, a Default shall not be deemed to occur in the event the Developer commences a cure within the 30 day period and proceeds with reasonable diligence to cure the Default thereafter;

20.1.2 Failure of Developer to comply with the material terms, conditions or covenants of this Agreement that Developer is required to observe or perform and such default continues for a period of 30 days after written notice from the CRA. Notwithstanding the foregoing, in the event a cure is not reasonably possible within 30 days, a Default shall not be deemed to occur in the event the Developer commences a cure within the 30 day period and proceeds with reasonable diligence to cure the Default thereafter;

20.1.3 This Agreement, the Project or any part of the Building and Improvements are taken upon execution or by other process of law directed against Developer, or are taken upon or subjected to any attachment by any creditor of Developer or claimant against Developer, and such attachment is not discharged within 90 days after its levy;

20.1.4 Developer shall be unable to pay the Developer's debts as the same shall mature;

20.1.5 Developer shall file a voluntary petition in bankruptcy or voluntary petition seeking reorganization or to effect a plan or an arrangement with or for the benefit of Developer's creditors;

20.1.6 Developer shall apply for or consent to the appointment of a receiver, trustee or conservator for any portion of the Developer's property or such appointment shall be made without Developer's consent and shall not be removed within 90 days;

20.1.7 Prior to completing the Building and Improvements, Developer abandons or vacates any portion of the Project for a period of more than 30 consecutive days;

20.1.8 Failure of Developer to perform any other material covenants, agreements, undertakings or terms of this Agreement, or if the representations set forth herein are materially untrue or incorrect, then such breach shall be deemed a material default; and

20.1.9 If the Developer fails to perform any of the following construction activities related to the Building and Improvements required to be undertaken by the Developer ("Construction Activities"): (i) failure to give the Construction Notice as set forth in this Agreement; or (ii) failure to complete the Construction Conditions Precedent to Commencement within the time set forth in this Agreement; or (iii) failure to undertake the Commencement of Construction in accordance with this Agreement; or (iv) after Commencement of Construction has begun, failure to timely and continuously pursue construction of the Building and Improvements, except for Permitted Delays; then the CRA shall have the right to give Developer written notice of such failure.

20.2 Default by CRA. The following shall constitute an Event of Default under the Agreement:

20.2.1 Failure of the CRA to comply with the material terms, conditions or covenants of this Agreement that the CRA is required to observe or perform;

20.3 Remedies in the Event of Default.

20.3.1 General. If the Developer fails to cure an Event of Default within the time provided for such cure, the CRA shall have the right to terminate this Agreement and/or may institute such proceedings as may be necessary or desirable in its opinion to cure and remedy said default or breach, including, but not limited to, proceedings to compel Developer's specific performance, damages for breach of contract, and, subject to the mortgage and other rights held by the Project Lender, forfeiture of Developer's interest in the Property, including the Building and Improvements, pursuant to this Agreement and the Agreement for Re-conveyance of Property.

20.3.2 Informal Dispute Resolution Process. The parties desire to minimize the adverse effect

and cost of disputes in recognition of the complexities involved in implementing this Development Agreement. As to disputes between the CRA and the Developer, the parties agree that in the first instance, their respective Contract Administrators shall endeavor to resolve every dispute amicably and to also define the nature and extent of any disagreement to the extent possible. Both parties shall be entitled to have representatives present at any such meeting or conference.

If the parties' Contract Administrators are unable to reach an agreement within five business days after the dispute arises, the parties are encouraged, but not required, to seek the services of a mediator to facilitate dispute resolution. If the parties agree to mediation, the parties shall share the cost of such mediation equally.

20.4 Termination by Developer Prior to Conveyance.

20.4.1 If the CRA does not tender conveyance of the Property or possession thereof, in the manner and by the date provided in this Agreement, and such failure is not cured within thirty (30) days after the Developer provides a written demand to the Contract Administrator, Developer may terminate this Contract or avail itself of any remedy allowable at law or in equity.

20.4.2 If the Developer fails to timely provide the CRA with evidence satisfactory to the CRA that Developer has Financing Commitments and sufficient equity capital for construction within the time and in the manner set forth above, then Developer shall have ten (10) additional days to provide reasonable evidence to the CRA that it has sufficient financial resources reasonably available to complete construction of the Property as required by this Agreement. In the event Developer is unable to demonstrate sufficient cash as provided herein, then the CRA may terminate this Agreement upon delivery of written notice to the Developer, upon which the parties shall be relieved of all further obligations and liabilities one to the other.

20.5 Termination by CRA Prior to Conveyance.

Except as may be specifically provided herein, upon the occurrence of either of the following conditions, this Agreement and any rights of Developer arising therefrom with respect to the CRA or the Property, shall be terminated at the CRA's option in which case neither Developer nor the CRA shall have any further rights against or liability to the other under this Agreement:

20.5.1 Prior to the conveyance of the Property to the Developer and in violation of this Agreement, the Developer or any successor assigns or attempts to assign this Agreement or any rights contained in this Agreement, or in the Property, or there is any change in the ownership or control of the Developer not permitted by this Agreement; or

20.5.2 The Developer fails to submit evidence of financing for the construction of the Building and Improvements in satisfactory form and in the manner so provided in this Agreement, and fails to provide reasonable evidence to the CRA that it has sufficient financial resources reasonably available to complete construction of the Property in accordance with this Agreement.

20.6 Reinvesting Title in CRA upon Default Subsequent to Conveyance to Developer.

Subject to the consent of the Project Lenders, the CRA shall have the right to take title to the Property if any of the following events occur:

20.6.1 The Developer (or successor in interest) shall materially default in or violate its obligations with respect to construction of the Building and Improvements or shall abandon or substantially suspend construction work, and any such default, violation, abandonment, or suspension shall not be cured, ended, or remedied within thirty (30) calendar days after the CRA gives written notice. Notwithstanding the foregoing, in the event a cure is not reasonably possible within 30 days, a Default

shall not be deemed to occur in the event the Developer commences a cure within the 30 day period and proceeds with reasonable diligence to cure the Default thereafter; or

20.6.2 The Developer (or successor in interest) shall fail to pay real estate taxes or assessments on the Property or any part thereof when due, or shall place or suffer to be placed on the Property any encumbrance or lien not authorized by the Agreement, or shall breach any of the terms, conditions or covenants on any authorized encumbrance against the Property, or shall suffer any levy or attachment to be made, or any material men's or mechanic's lien, or any other unauthorized encumbrance or lien to attach, and such taxes or assessments shall not have been paid, or the encumbrance or lien removed, bonded or discharged or provision satisfactory to the CRA made for such payment, removal, bonding or discharge, or shall fail to cure any breach of the various terms and conditions of such encumbrances authorized by this Agreement within thirty (30) days after the CRA's written demand to do so; or

20.6.3 In violation of the Agreement, there is any transfer of the Property or any part thereof, or any change in ownership or control of the Developer contrary to the terms of this Agreement, and such violation is not cured within thirty (30) days after the CRA's written demand to the Developer.

20.6.4 The Property becomes the subject of a foreclosure lawsuit filed on account of an alleged default on a mortgage held by any Project Lender.

It is the intent of this provision, together with other provisions of this Agreement, that in the event of any material default, failure, violation, or other action or inaction by Developer as set forth in this Agreement which Developer fails to timely remedy, providing there is consent from the Project Lenders, Developer shall convey its ownership interest in the Project Site to the CRA and yield up and surrender the Property peacefully and quietly to the CRA, including the complete or incomplete Building and Improvements and any equipment located thereon. Developer further agrees to execute and deliver to CRA such instrument or instruments as shall be required by CRA as will properly evidence termination of Developer's rights hereunder or its interest therein.

Accordingly, in the event the CRA elects to exercise the rights described in this Article, the CRA shall have the right to repossess the Property, the complete or incomplete Building and Improvements and any equipment located thereon. Developer acknowledges and agrees that Developer's interest and any and all rights therein shall terminate and the Property and the complete or incomplete Building and Improvements shall be the property of the CRA free and clear of any and all claims, rights, liens or encumbrances by, through or under the Developer, and that such title and all rights and interests of the Developer, and any assigns or successors in interest to and in the Property shall revert to the CRA provided that under such condition subsequent, the CRA's reversionary interest and any reinvesting of title in the CRA shall always be subject and subordinate to and limited by, and shall not defeat, render invalid or limit in any way the lien of any mortgage, holders of mortgages, Letter of Credit, or Letter of Credit Providers authorized by this Agreement for development and completion of the Project.

20.7 Other Rights and Remedies of the CRA; No Waiver by Delay.

The CRA shall have the right to institute such actions or proceedings as it may deem desirable for effectuating the purposes of this Agreement provided that any delay by the CRA in instituting or prosecuting any such actions or proceedings or otherwise asserting its rights under this Agreement shall not operate as a waiver of such rights or limit them in any way.

The intent of this provision is that the CRA shall not be constrained to exercise such remedy at a time when it may still hope to otherwise resolve the problems created by the default or risk being deprived of or limited in the exercise of the remedies provided in this Section because of concepts of waiver, laches, or otherwise. Further, nor shall any waiver in fact made by the CRA with respect to any specific default by Developer under this Agreement be considered as a waiver of the CRA's rights with respect to any other defaults by Developer under this Agreement or with respect to the particular default.

20.8 Permitted Delay in Performance for Causes beyond Control of Party.

Neither the CRA nor Developer (or any successor in interest) shall be considered in breach of its obligations with respect to commencing and completing construction of the Building and Improvements in the event of Permitted Delays due to unforeseeable causes beyond its control and without its fault or negligence, including, but not limited to, strikes; walkouts; acts of God; failure or inability to secure materials or labor by reason of priority or similar regulation or enemy action; civil disturbance; fire or other casualty.

In the event of the occurrence of any such Permitted Delay, the intent and purpose of this provision is that the time(s) for performance of Developer's obligations with respect to construction and completion of the Building and Improvements shall be extended for the period of the Permitted Delay as determined by the CRA provided that the party seeking the benefit of these provisions shall, within five (5) days after the beginning of any such delay, have first notified the other party in writing of the cause or causes thereof and requested an extension for the period of the delay.

20.9 Rights and Remedies Cumulative.

The rights and remedies of the parties to this Agreement, whether provided by law or by the Agreement, shall be cumulative, and the exercise by either party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other such remedies for the same default or breach or of any of its remedies for any other default or breach by the other party, at the same or different times, of any other such remedies for the same default or breach or of any of its remedies for any other default or breach by the other party.

No waiver made by either party with respect to the performance, manner, time, or any obligation of either party or any condition under this Agreement shall be considered a waiver of any rights of the party making the waiver with respect to the particular obligation of the other party or condition beyond those expressly waived in writing or a waiver in any respect in regard to any other rights of the party making the waiver or any other obligations of the other party.

**ARTICLE 21
NOTICES AND DEMANDS**

21.1 A notice, demand, or other communication under the Agreement by either party to the other shall be given or delivered sufficiently if it is in writing and delivered personally, sent via facsimile or dispatched by registered or certified mail, postage prepaid to the representatives named below or, with respect to either party, is addressed or delivered personally at such other address as that party, from time to time may designate in writing and forward to the other as provided herein.

If to the CRA at: Nguyen Tran, Northwest CRA Director
100 W. Atlantic Boulevard, Suite 276
Pompano Beach, Florida 33060
954-545-7769 Phone
954-786-7836 Fax
nguyen.tran@copbfl.com

If to Developer Franck Gotsman, Vice-President
at: 300 South Pine Island Road, Suite 309
 Plantation, FL 33324
 305-984-9535 Cell
 gotsman@aol.com

21.2 Any such notice shall be deemed to have been given as of the time of actual delivery or, in the case of mailing, when the same should have been received in due course.

ARTICLE 22 DEVELOPER'S INDEMNIFICATION OF CITY AND CRA

22.1 The Developer shall protect, defend, indemnify and hold harmless the CRA, the City, their officers, employees and agents from and against any and all lawsuits, penalties, damages, settlements, judgments, decrees, costs, charges, and other expenses including attorney's fees or liabilities of every kind in connection with or arising directly out of the Building and Improvements, operation, or possession of the Project Site and the Project Parking by Developer except for any occurrence arising out of or resulting from intentional torts or gross negligence of the CRA, or the City, their officers, agents and employees.

22.2 The Developer will indemnify and save the CRA and the City or the CRA's and the City's agents harmless from all claims growing out of the lawful demands of subcontractors, laborers, workmen, mechanics, materialmen and furnishers of machinery and parts thereof, equipment, tools, and all supplies, incurred in the furtherance of the performance of the Work.

22.3 Without limiting the foregoing, any and all such claims, suits, causes of action, etc., relating to: personal injury; death; damage to property; defects in construction; rehabilitation or restoration of the Building and Improvements; actual or alleged infringement of any patent, trademark, copyright, or other tangible or intangible personal or real property right; any actual or alleged violation of any applicable statute, ordinance, administrative order, rule, regulation or decree of any court, are included in the indemnity.

22.4 The Developer further agrees to investigate, handle, respond to, provide defense for, and defend any such claims at Developer's sole expense and agrees to bear all other costs and expenses related thereto, even if the claim(s) is/are groundless, false or fraudulent. The foregoing indemnification shall not be operative as to any claims by Developer for breach of warranties under the Deed(s) or any causes of action the Developer has or may have for breaches or defaults by the CRA under this Agreement.

ARTICLE 23 NON-ASSIGNABILITY AND SUBCONTRACTING

23.1 This Agreement is not assignable and Developer agrees it shall not sell, assign, transfer, merge or otherwise convey any of its interests, rights or obligations under this Agreement, in whole or in part, to any other person, corporation or entity.

23.2 Any attempt by Developer to assign or transfer any of its rights or obligations under this Agreement without first obtaining the CRA's written approval will result in CRA's immediate cancellation of this Agreement. Specifically, no assignment of any right or obligation under this Agreement shall be binding on the City or CRA without the formal written consent of the CRA Board.

23.3 In addition, this Agreement and the rights and obligations contained in this Agreement shall not

be assignable or transferable by any process or proceeding in court, or by judgment, execution, proceedings in insolvency, bankruptcy or receivership, and in the event of Developer's insolvency or bankruptcy, CRA may at its option terminate and cancel this Agreement as provided for in Article 20 herein.

23.4 Nothing in this Agreement shall be construed to create any personal liability on the part of the CRA, the City or their officers, employees and agent(s) nor shall it be construed as granting any rights or benefits under this Agreement to anyone other than CRA and Developer.

ARTICLE 24 ACCOUNTING AND RECORD KEEPING PROCEDURES, AND PUBLIC RECORDS

24.1 CRA shall have the right to inspect the Project, the Project Site and the Project Parking, as well as the right to audit the books, records and accounts of Developer that are related to the Project. Developer shall keep such books, records and accounts as may be necessary in order to record complete and correct entries related to the Project.

24.2 However, if an audit has been initiated and audit findings have not been resolved, the records shall be retained until resolution of the audit findings. Any incomplete or incorrect entry in such books, records and accounts shall be a basis for CRA's disallowance and recovery of any such payment.

24.3 Public Records. The CRA is a public agency subject to Chapter 119, Florida Statutes. The Developer shall comply with Florida's Public Records Laws, as amended. Specifically, the Developer shall:

24.3.1 Keep and maintain public records required by the CRA in order to complete the Project.

24.3.2 Upon request from the CRA's custodian of public records, provide the CRA 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 or as otherwise provided by law.

24.3.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and for such period that survives the expiration of this Agreement, if such records have not been transferred to the CRA.

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

24.3.5 Failure of the Developer to provide all public records to the CRA within a reasonable time may subject Developer to penalties under Section 119.10, Florida Statutes, as amended.

PUBLIC RECORDS CUSTODIAN

IF THE DEVELOPER HAS QUESTIONS REGARDING THE

APPLICATION OF CHAPTER 119, FLORIDA STATUTES,
TO THE DEVELOPER'S DUTY TO PROVIDE PUBLIC
RECORDS RELATING TO THIS AGREEMENT, CONTACT
THE CUSTODIAN OF PUBLIC RECORDS AT:

CRA CLERK
100 W. Atlantic Blvd., Room 276
Pompano Beach, Florida 33060
(954-786-5535
marsha.carmichael@copbfl.com

ARTICLE 25
NONDISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY AND ADA

25.1 There shall be no discrimination in the use and marketing of the Property or any Building or Improvements and Developer, while acting pursuant to this Agreement, shall not discriminate against any worker, employee, patron or member of the public on the basis of race, creed, religion, age, sex, familial status, disability or country of national origin.

25.2 Developer shall not unlawfully discriminate against any person in its activities attendant to the Project and shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA), including Titles I and II regarding nondiscrimination on the basis of disability and all applicable regulations, guidelines, and standards. Developer shall also comply with Title I of the ADA regarding nondiscrimination on the basis of disability in employment and further shall not discriminate against any employee or applicant for employment because of race, age, religion, color, gender, sexual orientation, national origin, marital status, political affiliation, or physical or mental disability.

25.3 Developer's decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully or appropriately used as a basis for service delivery.

25.4 Developer shall take affirmative action to ensure that the qualified homebuyers are treated without regard to race, age, religion, color, gender, sexual orientation, national origin, marital status, political affiliation or physical or mental disability during employment. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.

ARTICLE 26
PUBLIC ENTITY CRIMES ACT

By execution of this Agreement and in accordance with Section 287.133, Florida Statutes, Developer certifies that it is not listed on the convicted vendors list maintained by the State of Florida, Department of General Services.

ARTICLE 27
NO CONTINGENT FEE

27.1 Developer warrants that it has not employed or retained any company or person, other than a

bona fide employee working solely for Developer to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for Developer, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

27.2 In the event of Developer's breach or violation of this provision, the CRA shall have the right to terminate this Agreement without liability and, at the CRA's sole discretion, to recover the full amount of such fee, commission, percentage, gift or consideration.

ARTICLE 28 WAIVER AND MODIFICATION

28.1 Failure to insist upon strict compliance with any terms, covenants or conditions of this Agreement shall not be deemed a waiver of such, nor shall any waiver or relinquishment of such right or power at any time be taken to be a waiver of any other breach.

28.2 Either party may request changes to modify certain provisions of this Agreement; however, unless otherwise provided for in this Agreement, any such changes must be contained in a written amendment executed by both parties with the same formality as this Agreement. It is further agreed the omission of a term or provision contained in an earlier draft of this Agreement shall have no evidentiary significance regarding the contractual intent of the parties and that no modification, amendment or alteration in the terms or conditions contained in this Agreement shall be effective unless contained in a written document agreed to and executed by authorized representatives of both parties with the same formality as this Agreement.

28.3 Both parties acknowledge that Project Lenders may require certain modifications to this Agreement and agree to use their best efforts to effectuate such modifications. Approvals of such modifications shall not be unreasonably withheld. If commercially reasonable modifications required by such parties are not effectuated such that funding pursuant to the Financing Commitments is not available from any lender or other financing sources, then Developer may terminate this Agreement upon written notice to the CRA whereupon the parties shall be relieved of any further liability hereunder.

ARTICLE 29 ABSENCE OF CONFLICTS OF INTEREST

29.1 Developer represents it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with its performance under this Agreement. Developer further represents that no person having any conflicting interest shall be employed or engaged by it for said performance.

29.2 Developer shall promptly notify the CRA in writing by certified mail of all potential conflicts of interest for any prospective business association, interest or other circumstance that may influence or appear to influence Developer's judgment or quality of services being provided under this Agreement. Said notification shall identify the prospective business interest or circumstance and the nature of work that Developer intends to undertake and shall request the CRA's opinion as to whether such association, interest or circumstance would, in the opinion of the CRA, constitute a conflict of interest if entered into by Developer.

ARTICLE 30 NO WAIVER OF SOVEREIGN IMMUNITY

Nothing contained in this Agreement is intended to serve as a waiver of sovereign immunity by the CRA or the City.

**ARTICLE 31
SEVERABILITY**

The invalidity of any provision hereof shall in no way affect or invalidate the remainder of this Agreement.

**ARTICLE 32
JURISDICTION, VENUE AND WAIVER OF JURY TRIAL**

32.1 This Agreement shall be governed by the laws of the State of Florida, both as to interpretation and performance. CRA and Developer submit to the jurisdiction of Florida courts and federal courts located in Florida. In the event of a dispute as to the interpretation or application of or an alleged breach of this Agreement, the parties agree that proper venue for any suit at law or in equity attendant to this Agreement shall be instituted and maintained only in courts of competent jurisdiction in Broward County, Florida, and that such dispute shall be heard by a judge, not a jury. CRA and Developer expressly waive any rights they have to a trial by jury.

32.2 No remedy conferred upon any party by this Agreement is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and in addition to every other remedy given by this Agreement, now or hereafter existing at law or in equity or by statute or otherwise.

**ARTICLE 33
BINDING EFFECT**

Upon execution of this Agreement, a copy of this Agreement shall be recorded in the Public Records of Broward County, Florida. This Agreement shall be binding upon and enforceable by and against the parties to this Agreement, their personal representatives, heirs, successors, grantees and assigns.

**ARTICLE 34
ATTORNEY'S FEES**

In the event of any litigation involving the terms and conditions of this Agreement or otherwise relating to the transaction encompassed by this agreement, it is understood and agreed that the prevailing party in such litigation shall be entitled to recover from the non-prevailing party reasonable attorney and paraprofessional fees, as well as all out-of-pocket costs and expenses incurred by the prevailing party in such litigation through all appellate levels.

**ARTICLE 35
NO THIRD PARTY BENEFICIARIES**

Developer and CRA acknowledge and agree that this Agreement, the Agreement For Re-Conveyance of Property, the Declaration of Covenants and Restrictions and other contracts and agreements pertaining to the Project will not create any obligation on the part of Developer, the CRA or the City to third parties. No person not a party to this Agreement, except the City, will be a third-party beneficiary or acquire any rights hereunder.

**ARTICLE 36
APPROVALS**

36.1 Whenever CRA approval is required for any action under this Agreement, either by the CRA Board or its Contract Administrator, said approvals shall not be unreasonably withheld.

36.2 Provided the CRA does not incur any cost or liability for doing so, the CRA shall cooperate with Developer and timely execute any documents necessary to secure Site Plan approval, connection to all utilities, and all required development permits.

**ARTICLE 37
FORCE MAJEURE**

37.1 Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, tropical storm, hurricane, earthquake, explosion, war, civil disorder, sabotage, accident, flood, acts of God or by any reason of any other matter or condition beyond the control of either party which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall economic hardship or lack of funds be considered an event of Force Majeure.

37.2 If either party is unable to perform or delayed in their performance of any obligations under this Agreement by reason of any event of force majeure, such inability or delay shall be excused at any time during which compliance is prevented by such event and during such period thereafter as may be reasonably necessary for either party to correct the adverse effect of such event of force majeure.

37.3 In order to be entitled to the benefit of this provision, within five days after the beginning of any such delay, a party claiming an event of force majeure shall have given the other party written notice of the cause(s) of the event, requested an extension for the period and also diligently proceeded to correct the adverse effect of any force majeure. The parties agree that, as to this Article, time is of the essence.

**ARTICLE 38
INDEPENDENT CONTRACTOR**

Developer is an independent contractor under this Agreement and services provided by Developer pursuant to this Agreement shall be subject to the supervision of CRA. In performance of its obligations under this Agreement, neither Developer nor its agents shall act as officers, employees or agent of the CRA. This Agreement shall not constitute or make the parties a partnership or joint venture.

**ARTICLE 39
OWNERSHIP OF DOCUMENTS**

All reports, plans, surveys, information, documents, maps and other data procedures Developer developed, prepared, assembled or completed for construction of the Building and Improvements shall be co-owned by the CRA without restriction, reservation or limitation of their use, and shall be made available by Developer at any time upon request by CRA. Upon completion of all Work contemplated under this Agreement, copies of all of the above data shall be delivered to the CRA representative upon CRA's written request.

ARTICLE 40
ENTIRE AGREEMENT AND INTERPRETATION

40.1 This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained in this Agreement and both parties agree there are no commitments, agreements or understandings concerning the subject matter that are not contained in this Agreement. Accordingly, both parties agree no deviation from the terms of this Agreement shall be predicated upon any prior representations or agreements, whether oral or written.

40.2 This Agreement shall be interpreted as if drafted by both parties equally and each party has had the opportunity to be represented by counsel of their choice. Regardless of which party or party's counsel prepared the original draft and subsequent revisions of this Agreement, both CRA and Developer and their respective counsel have had equal opportunity to contribute to and have contributed to its contents, and this Agreement shall not be deemed to be the product of, and therefore construed against either party.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first above written.

Signed, Sealed and Witnessed
In the Presence of:

**POMPANO BEACH COMMUNITY
REDEVELOPMENT AGENCY**

By: _____

Lamar Fisher, Chairman

Print Name: _____

ATTEST:

Cathy Trenkle, Secretary

Print Name: _____

EXECUTIVE DIRECTOR:

Redevelopment Management Associates, LLC
a Florida limited liability company

By: MetroStrategies, Inc., a Florida corporation
a managing member

Print Name: _____

By: _____

Kim Briesemeister, President or
Chris Brown, MGR

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2017 by LAMAR FISHER as Chairman of the Pompano Beach Community Redevelopment Agency, who is personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2017 by CATHY TRENKLE, Secretary of the Pompano Beach Community Redevelopment Agency, who is personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2017 by Kim Briesemeister, President or Chris Brown, MGR of Redevelopment Management Associates, LLC on behalf of the limited liability company. She/He is personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

"DEVELOPER":

Hadar Homes, LLC

A Florida Limited Liability Corporation

Signed, Sealed and Witnessed
In the Presence of:

Print Name: _____

By: _____
Franck Gotsman, as Vice-President of
Hadar Homes, LLC.

STATE OF FLORIDA
COUNTY OF BROWARD

I HEREBY CERTIFY, that on this _____ day of _____ 2017, before me personally appeared Franck Gotsman, Vice-President of HADAR HOMES, LLC, who is personally known to me or has produced _____, and he acknowledged that he executed the foregoing instrument as the proper official of HADAR HOMES, LLC., and the same is the act and deed of HADAR HOMES, LLC.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA
(Signature of Notary Taking Acknowledgement)

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

Exhibit 1 – The Property

Legal Descriptions

620 NW 31 Avenue

Parcel A, S.H. Plat, according to the Plat thereof as recorded in Plat Book 131, Page 6, of the Public Records of Broward County, Florida.

Tax Folio No. 4842-33-40-0010

600 NW 31 Avenue

Parcel A, Horn Plat No. 2, according to the Plat thereof as recorded in Plat Book 129, Page 47, of the Public Records of Broward County, Florida.

Tax Folio No. 4842-33-39-0010

500 NW 31 Avenue

Parcel B, Horn Plat No. 2, according to the Plat thereof as recorded in Plat Book 129, Page 47, of the Public Records of Broward County, Florida.

Tax Folio No. 4842-33-39-0020

300 NW 31 Avenue

Parcel C, Horn Plat No. 2, according to the Plat thereof as recorded in Plat Book 129, Page 47, of the Public Records of Broward County, Florida.

Tax Folio No. 4842-33-39-0030

140 NW 27 Avenue

Parcel A, NW 27th Avenue Plat, according to the Plat thereof as recorded in Plat Book 178, Page 99, of the Public Records of Broward County, Florida.

Tax Folio No. 4842-33-65-0010

Exhibit 2 - Developer's Proposal

UNSOLICITED PROPOSAL

AZUR EQUITIES / HADAR HOMES

May 14th, 2017



2. WHY WE ARE THE BEST PROJECT FOR POMPANO BEACH

As we advance with the amazing plans for the SportsPark, we have to take into account the loss of about 50 units out of the planned 80 due to a road that was not previously accounted for in the RFP that is encroaching on over 50% of our buildable land. Therefore, more accommodations will be required to ensure the functioning of this multi million dollar top of the line facility.

We have been working with the Pompano Beach CRA to come up with a plan that would alleviate the pressure on the residences required for the optimal functioning of the SportsPark while providing quality and affordable housing to the community and have set our common site on the 5 properties on 31st Ave.

Azur Equities, Hadar Homes and their developing, construction and financial partners have worked diligently to ensure that the projects presented to the City of Pompano Beach encompasses all the requirements and aspirations the City is yearning for and looking to get, as it is continuing to develop.

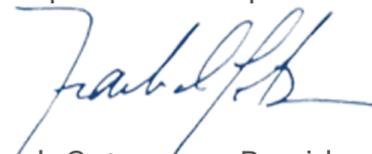
Azur Equities and Hadar Homes' vision and ambition for Pompano Beach is to surpass the basic idea that quality homes and developments cannot be affordable. For us it translates into a project that transcends a basic lot into a community where trees and children have room to breathe.

Azur Equities and its partner Hadar Homes have spent countless hours with the community, residents, business owners, pastors, teachers, educators and local business owners to ensure that the projects proposed answers the hopes, aspirations and interrogations of the residents of Pompano Beach.

Now that the project has been worked on, studied in details and was vetted by the community, it was time to put a team in place that will ensure its success and remain close to the community. As you will see all the actors of the projects development are local and have been invested in Broward County for a long time.

Azur Equities and Hadar Homes are looking forward to building the "Covent Garden Residences" project on the empty sites facing our SportsPark Project and we are enthusiastic to be developing it for the great residents of Pompano Beach, knowing they will soon call it HOME.

We are looking forward to moving forward and continuing to be active participants in Pompano Beach's development.



Franck Gotsman - President / Hadar Homes.
Vice President / Project Manager / Azur Equities.



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The background of the page features an abstract, modern design composed of numerous overlapping, semi-transparent rectangular shapes in various shades of blue, ranging from light sky blue to deep navy blue. These shapes are scattered across the page, with a higher density at the top and bottom edges, creating a sense of depth and movement. The central area is mostly white, providing a clean space for the text.

INTRODUCTION TO THE PROJECT

4. INTRODUCTION TO THE PROJECT - SPORTSPARK RESIDENCES



4.1 REVENUES & BENEFITS TO POMPANO BEACH AND ITS RESIDENTS

Azur Equities and Hadar Homes are excited about working with Pompano Beach to develop residential, commercial and institutional projects with the utmost importance of ensuring both parties benefit from their union. Our non solicited proposal submitted to the Pompano Beach includes both tangible and intangible sources of benefits for Pompano Beach and its residents.

- The SportsPark requires amenities and housing to be able to welcome teams, players, rehabilitation players, tournaments and others. We had accounted for about 80 units on the 10 acre site we have responded for in the RFP. However, a discrepancy in the details of the RFP is forcing us to reduce the amount of these units by about 50.
- This development will work in close correlation with our SportsPark being developed accross the street on 31st Avenue and 27th Avenue by providing housing for players and teams coming but also by generating the revenues to cover the anticipated loss of the operating side of the facility.
- A share of the net revenues will generate over \$400,000 in 10 years.
- Real Estate Taxes: Revenues generated by the development of new residential units will pay about \$3,000,000.00 in taxes just in the next 15 years.
- Construction: Priority will be given to Pompano Beach companies in the bidding process. We pledge to engage no less than 15%-20% local forces, minority owned businesses, service providers subject to meeting qualification and bidding criteria.
- Team is working closely with the Pompano Beach CRA and will continue to work together during the recruitment process to ensure maximum local participation.
- Formation: Since we are planning to be in Pompano Beach for the long haul, Azur Equities & Hadar Homes and its partners and sub contractors will be helping to form and invest in continuing education to qualify local personnel for the required construction jobs.
- Discounts: First responders of the City of Pompano Beach will beneficiate from discounted rents for all our residences.
- Further Developments: more townhouses and apartments are already in the planning as Hadar Homes, Azur Equities and their partners continue to strongly believe in the bright future of the city of Pompano Beach.

The background of the page features an abstract, modern design composed of numerous overlapping, semi-transparent rectangular shapes in various shades of blue, ranging from light sky blue to deep navy blue. These shapes are scattered across the page, with a higher density at the top and bottom edges, creating a sense of depth and movement. The central area is mostly white, providing a clean space for the text.

***THE PROPOSED
PROJECT***

4.2 THE PROPOSED PROJECT THE SPORTSPARK & THE RESIDENCES



The background of the page features an abstract, modern design composed of various shades of blue and cyan. These colors are used to create a pattern of overlapping, semi-transparent rectangular and square shapes. The shapes are arranged in a way that suggests depth and movement, with some appearing to float or slide across the white background. The overall effect is clean, professional, and visually appealing.

***CURRENT PLAT
& ZONING***

4.3 SPORTSPARK RESIDENCES - Lot 1 - Folio Number 484 233 400 010



SPORTSPARK RESIDENCES I
POMPANO BEACH, FL

12 TOWNHOUSES

1,450 SF + 2 CAR GARAGE
3 BEDROOMS, 2 1/2 BATHS



4.3 SPORTSPARK RESIDENCES - Lot 1 - Folio Number 484 233 400 010



4.3 SPORTSPARK RESIDENCES - Lot 2 - Folio Number 484 233 390 010



SPORTSPARK RESIDENCES II
POMPANO BEACH, FL

13 TOWNHOUSES

1,450 SF + 2 CAR GARAGE
3 BEDROOMS, 2 1/2 BATHS



4.3 SPORTSPARK RESIDENCES - Lot 2 - Folio Number 484 233 390 010



4.3 SPORTSPARK RESIDENCES - Lot 3 - Folio Number 484 233 390 020



SPORTSPARK RESIDENCES III
POMPANO BEACH, FL

12 TOWNHOUSES

1,450 SF + 2 CAR GARAGE
3 BEDROOMS, 2 1/2 BATHS



4.3 SPORTSPARK RESIDENCES - Lot 3 - Folio Number 484 233 390 020



4.3 SPORTSPARK RESIDENCES - Lot 4 - Folio Number 484 233 390 030



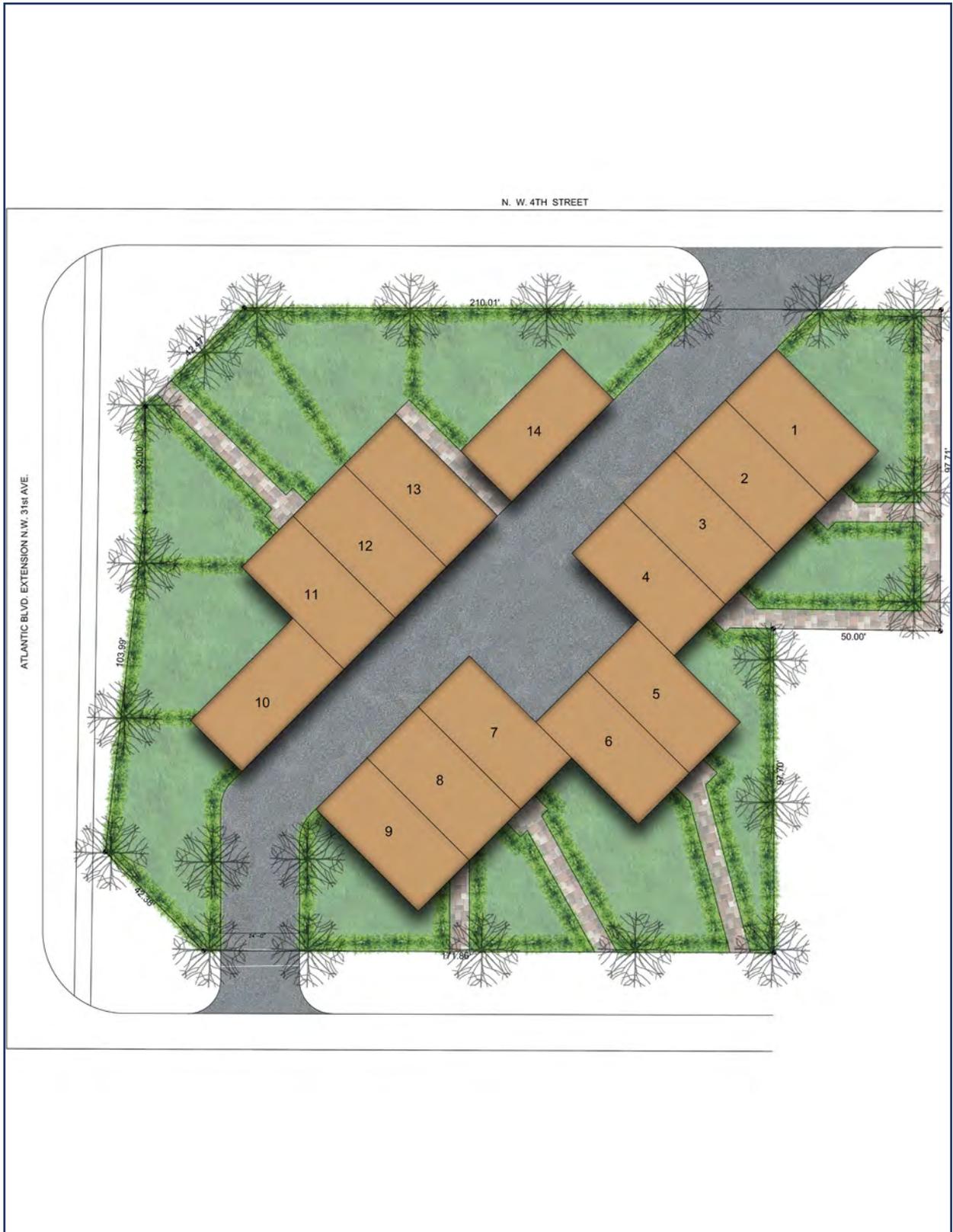
SPORTSPARK RESIDENCES IV
POMPANO BEACH, FL

14 TOWNHOUSES

1,450 SF + 2 CAR GARAGE
3 BEDROOMS, 2 1/2 BATHS



4.3 SPORTSPARK RESIDENCES - Lot 4 - Folio Number 484 233 054 100



4.3 SPORTSPARK RESIDENCES - Lot 5 - Folio Number 484 233 650 010



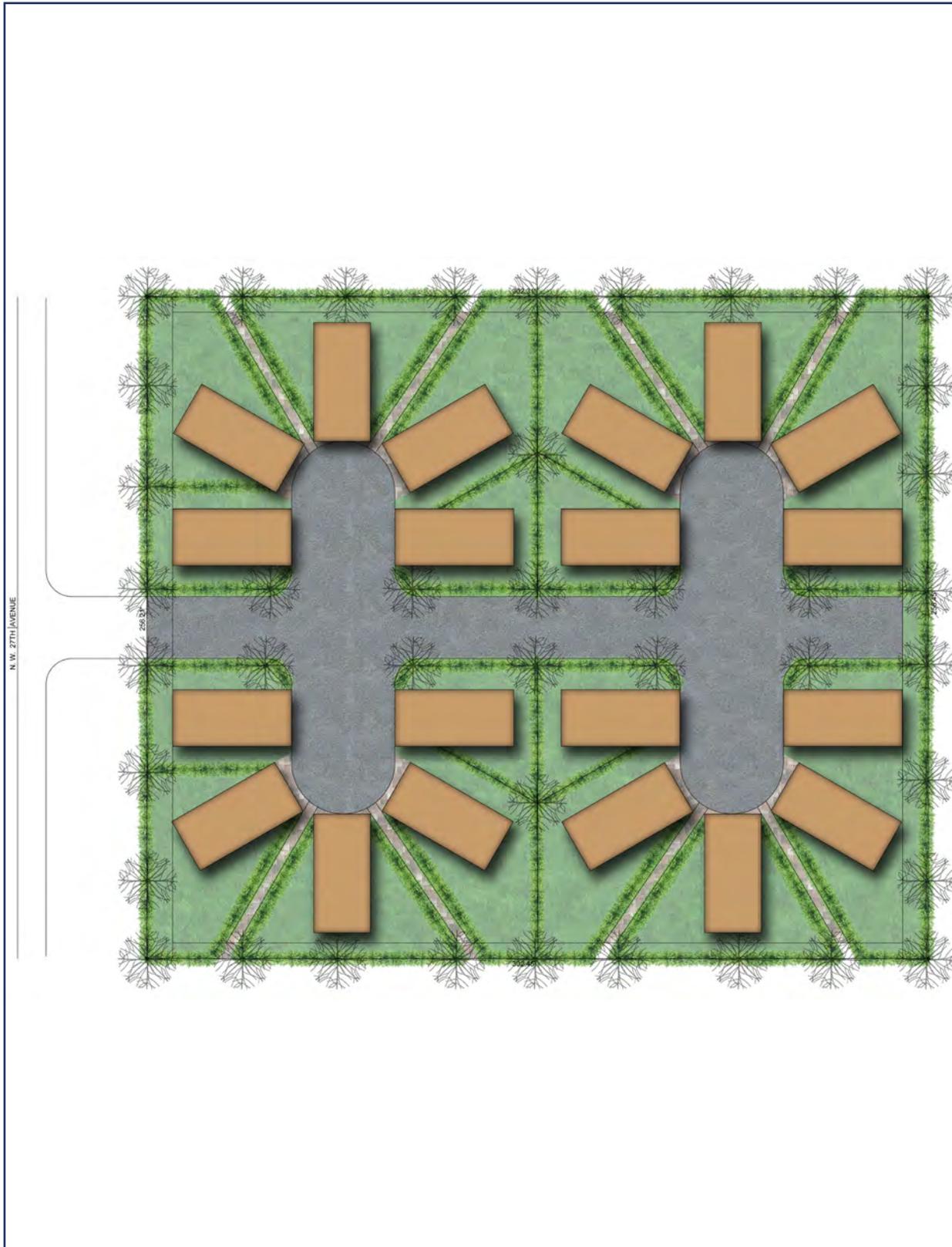
SPORTSPARK RESIDENCES V
POMPANO BEACH, FL

20 TOWNHOUSES

1,450 SF + 2 CAR GARAGE
3 BEDROOMS, 2 1/2 BATHS



4.3 SPORTSPARK RESIDENCES - Lot 5 - Folio Number 484 233 650 010



4.4 THE PROPOSED PROJECT: SPORTSPARK RESIDENCES



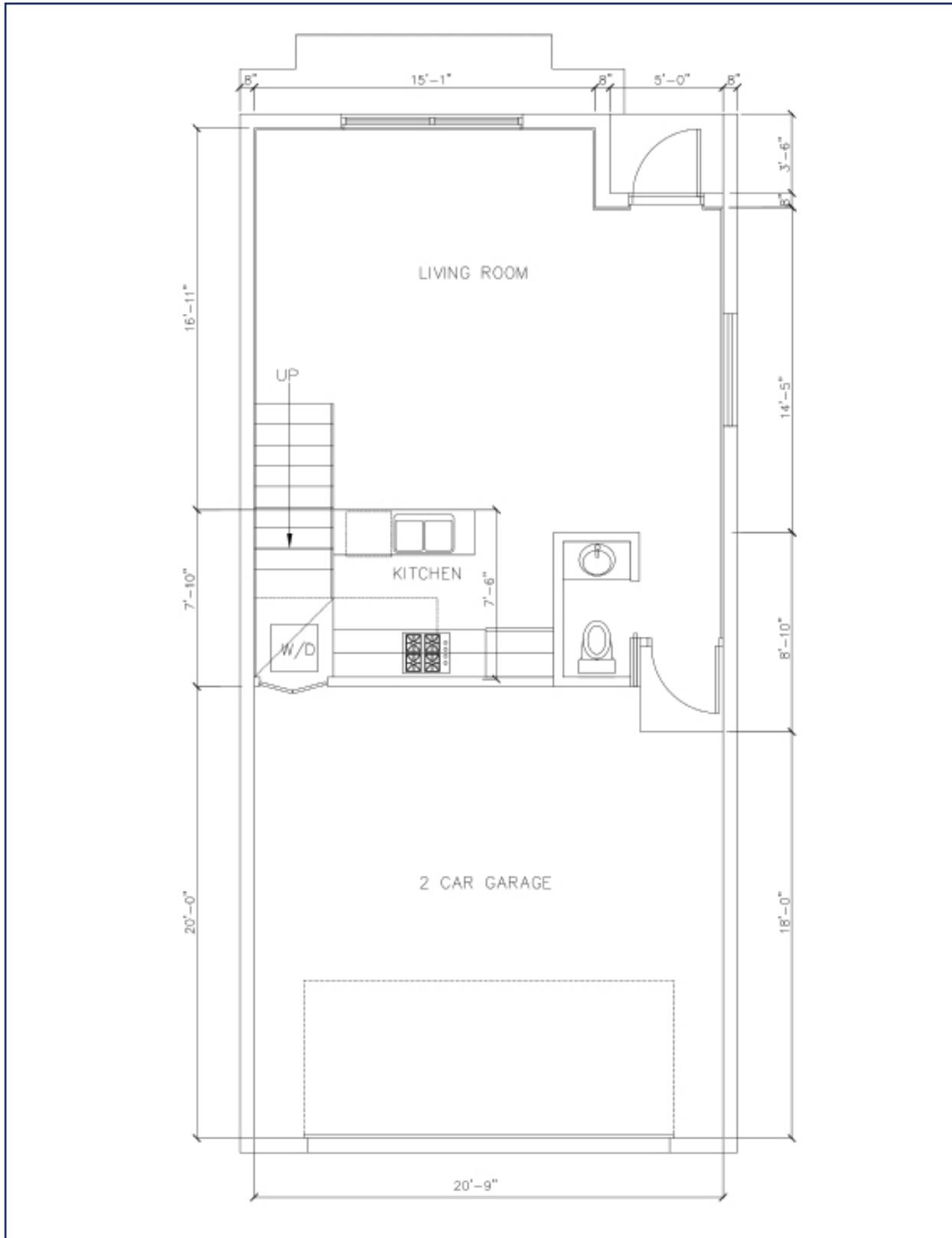
The background features an abstract pattern of overlapping, semi-transparent blue squares and rectangles in various shades, from light cyan to dark navy, arranged in a grid-like fashion that creates a sense of depth and movement.

***ARCHITECTURAL PLANS
& RENDERINGS***

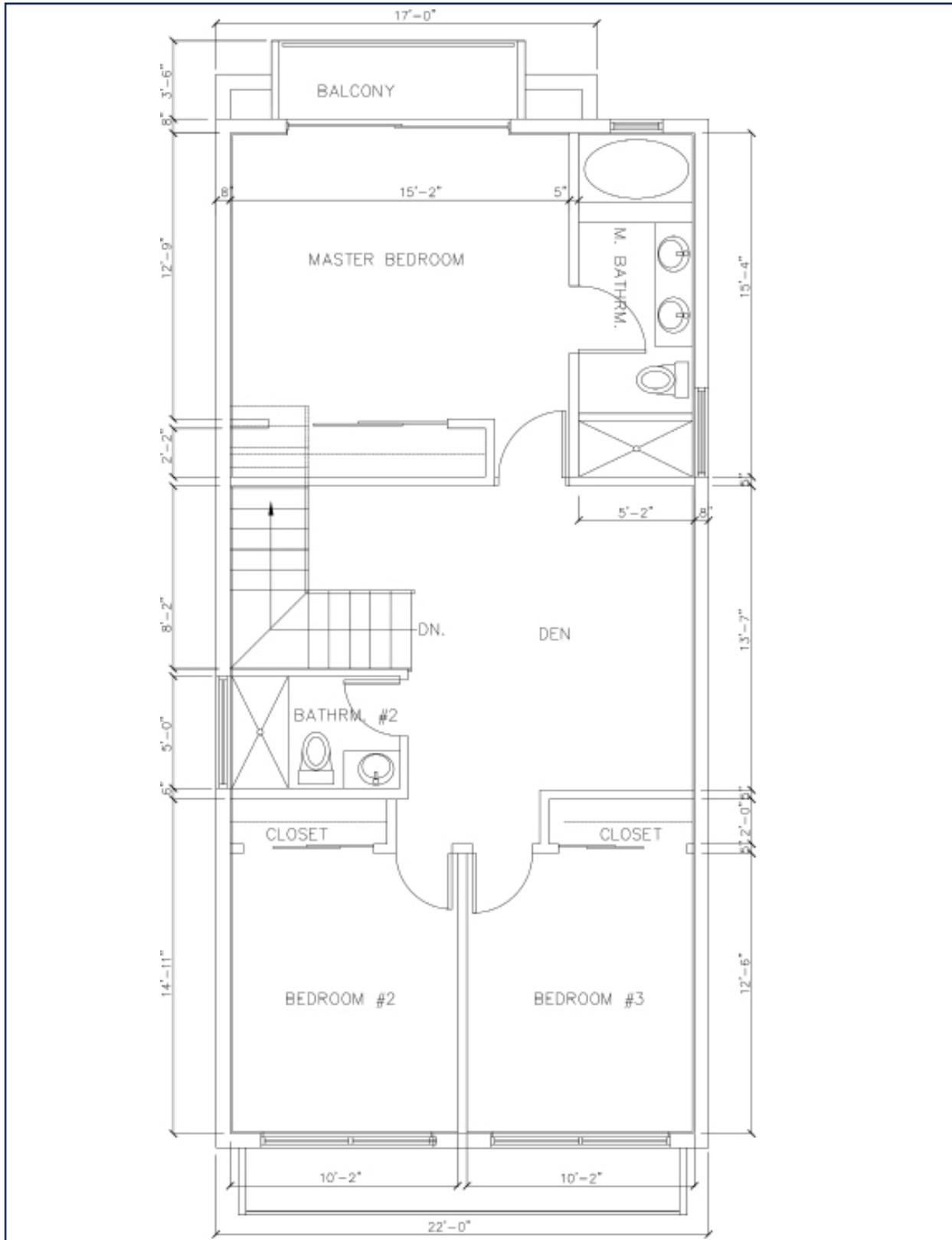
4.4 THE PROPOSED PROJECT: SPORTSPARK RESIDENCES I, II, III, IV & V



4.4 THE PROPOSED PROJECT: SPORTSPARK RESIDENCES



4.4 THE PROPOSED PROJECT: SPORTSPARK RESIDENCES



4.4 THE PROPOSED PROJECT: SPORTSPARK RESIDENCES



4.4 THE PROPOSED PROJECT: SPORTSPARK RESIDENCES



4.4 THE PROPOSED PROJECT: SPORTSPARK RESIDENCES



4.4 THE PROPOSED PROJECT: SPORTSPARK RESIDENCES



The background of the page features an abstract pattern of overlapping, semi-transparent blue squares and rectangles. The colors range from light sky blue to a deep, dark navy blue. The shapes are scattered across the page, with a higher density in the top-left and bottom-right corners, creating a modern, digital aesthetic.

*Impact of the of the
SportsPark, its Academy,
Soccer School and Tournaments
on Pompano Beach*

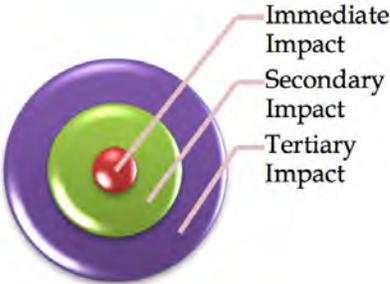
4.5 ECONOMIC IMPACT OF THE SPORTSPARK AND RESIDENCES

The purpose of the Floridians’ Football Club economic impact study is to evaluate the potential contribution of the SportsPark for positive economic impact within the City of Pompano Beach. The research-based pro formas produced illustrates the projected revenue from the operations, and both show very high potential for operational sustainability.

The economic impact and contribution of the facility has also been analyzed and we have assessed the immediate economic impact of the SportsPark and its residences based on an assessment of the facilities’ projected contribution to tourism through visiting teams and players. This area includes an estimate for room nights and daily expenditures. The Immediate impacts are limited to direct expenditures by FFC and its event attendees. Example: FFC purchases goods and services to run their events. Also, attendees spend money locally on hotels, gas, restaurants, and other forms of entertainment while in Pompano Beach.

The “secondary” economic impact or Indirect economic impacts: are the increases to sales, incomes, or jobs in the business sectors that support the Floridians directly. Example: the companies around Pompano Beach that benefit from the direct expenditures of the Floridians and their attendees are better off financially and, as a result, may hire additional workers. – which would include job creation, tax revenue, and other indirect impacts – was beyond the scope of the Floridians’ initial analysis and has not been added to this “immediate impact” analysis; although, we will provide an outline of the potential new jobs that could be created through these developments. This further supports the goal of identifying a highly conservative estimate for the economic impact projections.

The “tertiary” impact or Induced economic impacts: are the household spending patterns of those who experience increased earnings as a result of the Floridians’s direct and indirect impacts. The additional income creates a compounding effect, which is called the “multiplier effect.” Example: Those with increased incomes – businesses and households – spend their money throughout the Pompano Beach economy. It would include additional benefits such as repeat/return visits and other positive financial impacts that the advertising and marketing campaigns would have on non- sports tourism visitations. This too was beyond the Floridians’ original project scope and has not been included below. Therefore, the economic impact included within this document should be viewed as highly conservative.



4.5 ECONOMIC IMPACT OF THE SPORTSPARK AND RESIDENCES

Importantly, the projections for economic impact outlined within this document will require the implementation of a comprehensive sports tourism campaign which will require collaboration between the Floridians and the various institutions of the City of Pompano Beach including conventions and tourism, parks and recreation, and management for the Community Activity. For this reason, the Floridians' have outlined a high-level organizational chart which illustrates the development of a proposed organization to facilitate this necessary collaboration. The Floridians' also recommends the development of a detailed business plan to support the objectives identified throughout this study. There should be no illusions that building these facilities alone will guarantee the results identified by the Floridians'. Furthermore, an organized approach to marketing the new facilities will be required and facility management will need to provide tournament development and management in coordination with the City of Pompano Beach.

REGULAR SEASON IMPACTS

The impacts shown above are for the Floridians's regular season. During the regular season, the Floridians's teams have 37 home dates against non-local teams. These regular season events bring 110,247 people from all over Florida to Pompano Beach each year. Total attendance for these events equals 222,750.

- From the regular season impacts alone, 100 jobs are directly attributable to the Floridians's expenditures and the expenditures of the Floridians's out-of-town attendees. Including indirect and induced effects, the Floridians's regular season events will support over 200 jobs in Pompano Beach.
- Direct expenditures from the Floridians's and their non-Pompano Beach attendees should create about \$10 million in additional labor income for Pompano Beach employees. The Floridians's regular season events should augment Pompano Beach's labor income by about \$18 million.
- The public sector is also a beneficiary of the Floridians's activities. The regular season should bring in \$2 million in state and local tax revenues.
- There should be more than \$3 million in federal tax revenues as a result of the Floridians's regular season events.
- The Floridians's regular season should create about \$35 million in total economic output for the Pompano Beach economy in the 2020 fiscal year.

4.5 ECONOMIC IMPACT OF THE SPORTSPARK AND RESIDENCES

TOURNAMENT IMPACTS

The figures shown above measure the Floridians's impacts that would be generated through their annual tournaments. As an Example our friends in Texas in their 2015 fiscal year hosted seven tournaments. These tournaments brought in 1,105 teams and facilitated 2,138 games played. Out of 15,090 players, 6,627 were from non-local teams and total non-local attendees equaled 22,716.

- Measuring just the impacts from tournaments, 138 jobs are directly attributable to their expenditures and the expenditures of out-of-town attendees. Including indirect and induced impacts, there were a total of 184 jobs supported in the area due to the annual tournaments.
- Direct expenditures from the organizer and their non-local attendees created \$3.5 million in additional labor income for local employees. The tournament events supplemented local labor income by a total of \$5.7 million.
- The public sector also benefits from the tournament activities since it brought in \$918,000 in state and local tax revenues. There were \$1.2 million in federal tax revenues as a result of the tournament events.
- The tournaments created \$15.5 million in total economic output for the Pompano Beach economy in the 2015 fiscal year.

OPERATIONAL IMPACTS

The figures shown above predicts the Floridians' operational impacts. After 5 years of operations budget should be close to \$5 million.

- Measuring just the impacts from operational activities, 200 jobs should directly be attributable to the Floridians' including indirect and induced impacts, there would be a total of 350 jobs supported in Pompano Beach due to operations.
- Direct expenditures will create \$5.0 million in additional labor income for Pompano Beach employees. Operational activities will supplement labor income by about \$10 million.
- \$1.3 million in state and local tax revenues and \$2.0 million in federal tax revenues as a result of operational expenditures.
- Overall, operations should create about \$30 million in total economic output for the Pomapno Beach economy starting in the 2025 fiscal year.



QUALIFICATIONS

5.1 THE DEVELOPERS - AZUR EQUITIES & HADAR HOMES

Azur Equities and its development partner Hadar Homes specialize in developing quality Homes, TownHomes, Apartments and Residences for an affordable price.

By providing a brand new, modern, quality product, at an affordable price, Azur Equities and Hadar Homes establish long term relationships with its residents, eliminating many of the reasons rentals get to be expensive.

High turnover, vacancies, default in payments, apartments needing renovations, lack of green spaces, security... these are just some of the issues causing renters to look for a better place. When such occasions happen, vacancies come to hurt the bottom line of the residence who in turn charges the "loyal" residents a higher rent.

Hadar Homes believes that by doing things the right way from the start, many of these factors will be a story from the past allowing the company to pass on great savings to the people who deserve it the most, the people turning the communities into families and ensuring the quality of life remains high.

QUALITY - DESIGN - AFFORDABILITY





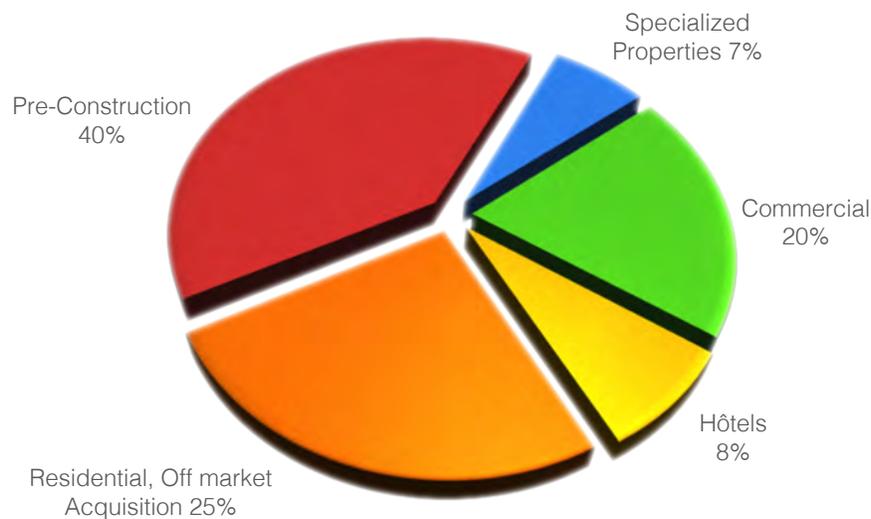
5.2 BACKGROUND: WHO WE ARE?

Azur Equities' team and founders have showcased their expertise in various fields of construction for over 30 years. From real estate development, management, administration of properties, financial advisor and financial investment consultant Azur Equities has done it in France and in Florida.

Our activities in Hotels, shopping centers, condominiums, multi family homes, rental communities represent more than \$500 million in transactions managed by the Board since 1975.

Following the subprime crisis, in 2014, Azur Equities team merged their activities and expertise departments together to represent an integrated fund. Azur Equities became a rigorous and efficient leader in the Floridian Real Estate market.

Azur Equities has focused its efforts on transitional regions, the ones with the most dynamic, high demographic potential and, where its networks competitive dominance is the strongest.



KEY NUMBERS



under management or
under contract



company growth



under development
contract

5.3 THE TEAM



PASCAL COHEN - PRESIDENT & CEO

For 20 years, Pascal Cohen has merged and developed businesses in Europe, Asia and in the USA. With his wide experience in fundraising and in the development of projects, Pascal is leading the group Azur Equities and its subsidiaries with a strategic and pragmatic financial vision. His connection in the real estate and construction businesses in the United States, enhanced with his relations with financial institutions and public organizations have settled an emerging fund leader. Azur Equities is currently managing over 100 properties in the Unites States and currently has over \$150M in under contract real estate developments in South Florida.



FRANCK GOTSMAN - VICE PRESIDENT / PROJECT MANAGER

Following a career in Finance at UBS PaineWebber, Franck specialized in the management of institutional and governmental communications campaigns. Since 2007 Franck has been Developing and Building in South Florida. At Azur Equities and on the Board, Franck is in charge Special Projects and is leading the “SportsPark Complex & Residences” Project.



ELISA HAYON - VP FINANCE

Elisa started her career at Arthur Andersen Consulting after graduating with a masters degree in Finance from Science Politque Paris. As a specialist in performing financial markets analysis she was recruited by BBSP where she served as their Senior Analyst for almost ten years at BBSP. At Azur Equities, Elisa is in charge of all financial analysis and market surveys during the due diligence process. Elisa also tracks the budgets and the subsidiaries cash flow.



HENRI GIOVANONNI - VP & ADMINISTRATOR

French Entrepreneur, Henri Giovanonni has successfully invested in several real estate properties in France and Worldwide for over in 20 years. Since 2005, Henry Giovannoni has performed residential acquisitions in the United States and more precisely in Miami Dade County. As a Board member and as a founding Partner, Henry is advising the President on financial intern processes and guiding the general policies of the fund.



SACHA TOURET - BRANDEIS CAPITAL MANAGER

Following his former experience at Thor Equities in New York, Sacha Touret is the Managing Partner at Brandeis Capital, major subsidiary Fund at Azur Equities. Sacha has successfully raised above \$10M equities between 2013 and 2014 to finance mixed used projects in the US and abroad.



JEAN-LOUIS LACAILLE - SENIOR ASSET ADVISOR

In France and more recently in the United States, Jean Louis Lacaille has managed over \$65M of real estates assets for hundreds of clients and private companies. His background in residential developments and in pre construction developments gives to the Fund`s clientele the right expertise in term of as-sets capitalization.



PASCAL LASRY - PROJECT MANAGER

For the past 15 years, Pascal Lasry has managed over \$80M real estate projects in both commercial and residential developments as well as single family properties in the United States. At the board, Pascal Lasry manages the operational teams and oversees the development of the different projects.



ARLINE DARMOUNI - TAX & LEGAL ACCOUNTING CONSULTANT

At the board, Aline is improving the profitability of each investment by advising and assisting the fund and his clients with optimization approaches and efficient synchronization in term of legal organization, accounting and tax purposes.



JENNIFER BEN-SAADON - MARKETING MANAGER

In charge of the marketing department, Jennifer is developing the necessary tools used by the builders and developers to promote the Real Estate projects funded by Azur Equities.

5.4 ARCHITECTURE & DESIGN

Our site plan has been designed in accordance with the current zoning requirements set by the City of Pompano Beach and should not require an amendment.

As we are building the residences to accommodate the SportsPark we estimate completion and C/O to be needed within the next 48 months. We will however require some of the housing to be ready beforehand and will be building the 71 residences in phases.

- Phase 1 - Sites 1, 2 & 5 - Within 30 Months - 45 TownHomes
- Phase 2 - Sites 3 & 4 - Within 48 Months - 26 TownHomes

The second phase of construction will happen to coincide with the construction of the SportsPark. We anticipate this could happen the same time we are going to go through permitting for the SportsPark and it will allow us to commence construction on the residences, stadium and amenities all together.



5.5 FINANCIAL BACKING

Azur Equities and its partners have been the champions of fund raising in the development communities. Working in very close cooperation with major European financial institutions, we have managed to raise very large amounts of cash for development purposes.

Contrary to many other institutions, Azur Equities very seldom sells the properties it builds or acquires. Our European investors are very satisfied with the preferred returns we offer them and the Real estate remains a collateral assets under the control of the Equity partners. In short, the investors funds work as loans rather than equity.

Azur equities prides itself to be a promoter of diversity and integration of all types of communities and neighborhoods, and building on the strength and values built in within the communities.



5.6 PARTNERS

**KEITH & ASSOCIATES**

Pompano Beach based Consulting Engineers for the SportsPark project.

**ALITALAENA**

They will be in charge of the design of the residential units & the sports facilities.

**COLONEY GROUP**

A Brokerage real estate firm. They will add their input into the promotion of the site.

**BENSON PARIS**

European Sports Consulting Specialist.

**ENTREPRENEUR VENTURES FRANCE**

Largest private equity fund in France. They are a major partner of Azur Equities.

**DELTA G.**

Minority owned & operated.

**PARIS SEARCH**

They will assist the fund to promote the residential units through the soccer french federation players.

**BECKER & POLIAKOFF**

Attorney offices of Azur Group. Bernie Feldman will structure the legal documentation for the group.

**BRUCE SMOLER**

Real Estate Legal Specialist. Bruce will focus on the residential real estate.

**OMQUEST**

Marketing company specializing in 3D animation, high-end renderings and images.

**VALLEY NATIONAL BANK**

Long standing banking partner of Azur Equities, former Lasry Group.



CENTENNIAL BANK
Long standing banking partner of the fund.



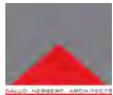
ATRIUM
Tax consultant for foreign investors.



PJP
They will assist in the construction. Specializing in redevelopment.



EMPI:
Brokerage real estate firm.



GALLO HERBERT ARCHITECT
Bill Gallo will lead the architectural project.



PILLAR ENGINEER
Related to Gallo Architects. Pillar will structure the engineering and technical feasibility of the project.



BRANDEIS CAPITAL
The company will co-develop & promote the complex through the English/London markets.

5.7 SERVICES - LEGAL & ACCOUNTING



Optimizing a real estate investment is not limited to the actual acquisition. Azur Equities offers its customers a range of services and analysis to ensure an optimal return on their investments. As such Azur Equities focuses on three main criteria:

- Identify the investor's needs, profitability goals and risk tolerance.
 - Determine the time available to achieve the investor's objectives.
 - Ascertain the cash available for investment purposes.
- For a full mastery and to optimize profitability Azur Equities, its Board of Directors and its partners, accompany you throughout your investment process.

LEGAL & ACCOUNTING

Azur Equities has selected lawyers specialized in each of the core businesses we invest in. As such, Real Estate Attorneys, Immigration attorneys, Business Attorney and others will accompany you from A to Z throughout the acquisition process and will be at your service as long as you own your property.

ASSETS MANAGEMENT

Owning properties is a smart and valuable investment however one has to manage them. Azur equities has dedicated experts that will alleviate all the issues traditionally emanating from being a real estate owner. From collecting rents, paying bills and performing maintenance calls, Azur Equities has the people in charge so you don't have to be.

BANKING & ACCOUNTING

With the clients' request, Azur Equities can a banking account and other required investment requirements. Clients can monitor the accounts remotely. Thanks to our close relation with local banks, clients can beneficent from leverage.

Clients may chose from our selection of top CPA to ensure they are up to date with their accounting and fiscal preparations. They are an important part of your decision process.

5.8 SOME OF OUR CURRENT DEVELOPMENTS & PAST COMPLETIONS



THE PROMENADE MALL DAVIE, FL

SHOPPING PLAZA

PROJECT VALUE: \$20.00 MILLION
PROJECT SIZE: 50,000 Sq.ft.

5.8 SOME OF OUR CURRENT DEVELOPMENTS & PAST COMPLETIONS



HOLIDAY PARK
FORT LAUDERDALE, FL

12 TOWNHOMES

PROJECT VALUE: \$7.80 MILLION
PROJECT SIZE: 36,160 Sq.ft.

5.8 SOME OF OUR CURRENT DEVELOPMENTS & PAST COMPLETIONS



THE GATE CORAL GATE, FL

36 CONDO UNITS

PROJECT VALUE: \$7.5 MILLION
PROJECT SIZE: 39,500 Sq.ft.



ALLIAGE SOUTH BEACH, FL

12 CONDO UNITS

PROJECT VALUE: \$5.7 MILLION
PROJECT SIZE: 21,600 Sq.ft.



GARDEN VALLEY FORT LAUDERDALE, FL

8 TOWNHOMES

PROJECT VALUE: \$3.25 MILLION
PROJECT SIZE: 14,160 Sq.ft.

5.8 SOME OF OUR CURRENT DEVELOPMENTS & PAST COMPLETIONS



THE PALACE
INDIAN CREEK VILLAGE, FL

LUXURY RESIDENCE

PROJECT VALUE: \$7.5 MILLION
PROJECT SIZE: 39,500 Sq.ft.



DORAL PLAZA
DORAL, FL

SHOPPING PLAZA

PROJECT VALUE: \$17 MILLION
PROJECT SIZE: 65,000 Sq.ft.



GOLDEN BEACH 484
GOLDEN BEACH, FL

LUXURY RESIDENCES

PROJECT VALUE: \$5.3 MILLION
PROJECT SIZE: 11,000 Sq.ft.

5.8 SOME OF OUR CURRENT DEVELOPMENTS & PAST COMPLETIONS



THE CHELSEA RESIDENCES
FORT LAUDERDALE, FL

6 TOWNHOMES

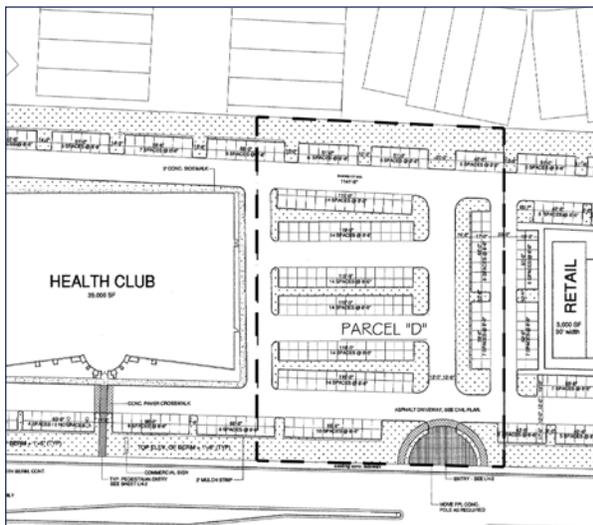
PROJECT VALUE: \$1.8 MILLION
PROJECT SIZE: 8,800 Sq.ft.



GREEN PARK
DANIA BEACH, FL

48 CONDO UNITS

SELL OUT PROJECT: \$12.5 MILLION
TERM: 79,800 Sq.ft.



DORAL SHOPPING CENTER
DORAL, FL

7,800 SF

SELL OUT PROJECT: \$4.8 MILLION
TERM: 7,800 Sq.ft.

5.8 SOME OF OUR CURRENT DEVELOPMENTS & PAST COMPLETIONS



HOLIDAY PARK
FORT LAUDERDALE, FL

12 TOWNHOMES

SELL OUT PROJECT: \$7.8 MILLION
TERM: 33,600 Sq.ft.



MIAMI ART LOFTS
DAVIE, FL

117 CONDO UNITS

SELL OUT PROJECT: \$18 MILLION
TERM: 125,000 Sq.ft.



MARKET PLACE SHOPPING PLAZA
WYNWOOD, FL

85,000 SF

SELL OUT PROJECT: \$10.8 MILLION
TERM: 85,000 Sq.ft.



FINANCIALS

6.1 PROOF OF FUNDS AVAILABLE

LAW OFFICES
SMOLER & ASSOCIATES, P.A.
2611 HOLLYWOOD BOULEVARD
HOLLYWOOD, FLORIDA 33020

BRUCE J. SMOLER
PATRICK PATRISSI

TELEPHONE: DADE (305) 539-0011
BROWARD: (954) 922-2811
FACSIMILE (954) 922-2841

December 22, 2016

To Whom it may Concern:

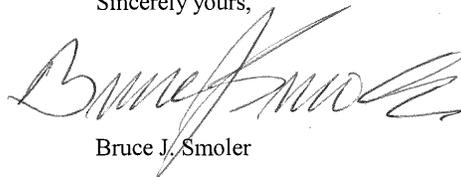
Re: *Our Client: Azur Equities, LLC*
Real Estate Investment Funds

Dear Sir:

Please be advised that I represent Azur Equities, LLC regarding its various ventures in South Florida. This will confirm that I am in possession of approximately \$3.5 Million which is the property of Azur Equities, LLC. These funds will be disbursed for the purpose of real estate investment and development, primarily in Pompano Beach, Florida.

Please contact me with any questions you may have.

Sincerely yours,



Bruce J. Smoler

6.2 BANK REFERENCE LETTER - VALLEY NATIONAL BANK



June 9, 2016

The City of Pompano Beach, FL
100 West Atlantic Blvd
Pompano Beach, FL 33060

Re: Atlantic and 31st Avenue-Development
Pompano Sport Park / Sport Park Residences

To whom It may concern:

Please be advised that I have banked and extended credit to the above partners for over 20 years. They have always handled their banking and loan relationships in a very professional Manner and as agreed.

The bank would be interested in financing the project providing the borrowers and the project meets the bank's underwriting criteria.

Please do not hesitate to call me should you need additional information, I can be reached at 305-778-3232 or 954-767-4908.

Sincerely,



Linda Parsons-Danisovszky
Vice President / Commercial Lender

6.3 BANK REFERENCE LETTER - CENTENNIAL BANK



my100bank.com

A Home BancShares Company

June 9, 2016

City of Pompano Beach
100 West Atlantic Blvd.
Pompano Beach, FL 33060

To Whom It May Concern:

Our lenders have been doing business with the principals and partners of Pompano Sport Park / Sport Park Residences (entity to be formed) for the last 20+ years in many of their various projects. We have financed residential, commercial and multi-family projects for them.

We would be very interested, subject to loan requests/projects meeting our lending criteria, underwriting requirements and loan committee approval, in financing their future projects. This includes the potential development at Atlantic Blvd. and 31st Ave. of which they have advised us.

Yours truly,



Howard Zusman,
Regional Executive Vice President

6.4 THE PROJECT IN NUMBERS

THE RESIDENCES

Lot 1 -	12 Units
Lot 2 -	13 Units
Lot 3 -	12 Units
Lot 4 -	14 Units
Lot 5 -	20 Units
TOTAL	71 Units

Number of Units	71
Unit sizes in Sq.Ft. (including common area)	1,450 SF
Construction Project Size (including common area)	102,950 SF
Cost for Construction per sqf.	\$120.00
Rental Amount (estimated)	\$1,450.00 - \$1,650.00
Development Cost	\$ 1,990,000.00
Construction Cost of the Project	\$ 12,354,000.00
TOTAL COST FOR THE PROJECT	\$ 14,344,000.00
Projected Sales	\$268,250.00
Total Sellout	\$19,045,750.00
Marketing & Commissions 8%	\$1,523,660.00
NET MARGIN	\$3,178,090.00

While a gap remains to finance the whole SportsPark portion of the project, the net margin will act as an insurance and security for the bank loans, to finance, maintain and manage the costs of the SportsPark facilities that we estimate to be \$5,500,000.00 - \$6,200,000.00. These facilities include the Clubhouse, Stadium, Lockers, Fields, Gym, Cafeteria, Store, WaterPark and more ...

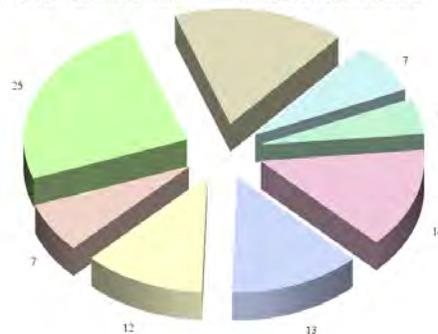
6.5 COST OF CONSTRUCTION BREAKDOWN

CONSTRUCTION BREAKDOWN		Estimated Budget	Avg Per Unit
Soft Cost (Impact Fees, Permits, Ingenierie, Loan Interest, etc)	11%	\$1,358,940.00	\$19,140.00
Site Preparation & Shell	35%	\$4,323,900.00	\$60,900.00
Electricity, Plumbing, A/C	12%	\$1,482,480.00	\$20,880.00
Glass	11%	\$1,358,940.00	\$19,140.00
Roof & Insulations	8%	\$988,320.00	\$13,920.00
Interiors (Partitions, Carpenter, Painting, etc...)	10%	\$1,235,400.00	\$17,400.00
Cabinets, Appliances, Fixtures...	9%	\$1,111,860.00	\$15,660.00
Exterior (Landscape, Pavers, Irrigation, Amenities)	4%	\$494,160.00	\$6,960.00
	100%	\$12,354,000.00	\$174,000.00

DEV COST, LAND, SOFT COSTS + CONSTRUCTION \$14,344,000.00

These numbers already include our contingency

■ SOFT COSTS
 ■ SITE PREPARATION / SHELL
 ■ ELECTRICITY / PLUMBING / HVAC
■ GLASS
 ■ ROOF & INSULATION
 ■ INTERIORS
■ CABINETS / APPLIANCES / FIXTURES
 ■ EXTERIOR LANDSCAPE



6.6 SALES & RENTALS

While it is our intention to retain ownership of the residences, Azur Equities and Hadar Homes would be willing to sell units of the project to individual buyers. Furthermore, 10% to 20% of these Residences would be offered to current Pompano Beach Residents at a highly discounted price.

Price for the Residences could be based on :

\$195.00 per SF for Non-Residents.

\$170.00 per SF for Pompano Beach Residents.

Current Pompano Beach residents would also get a discounted rate on rental agreements.



The background of the page features an abstract, modern design composed of various shades of blue and cyan. These colors are used to create a pattern of overlapping, semi-transparent rectangular and square shapes. The shapes are arranged in a way that suggests depth and movement, with some appearing to recede into the background while others are more prominent in the foreground. The overall effect is clean, professional, and tech-oriented.

THE OFFERING

7.1 THE OFFER TO THE CITY OF POMPANO BEACH

- 100 jobs are expected to be created by the SportsPark and Residences. We will prioritize filling these positions to qualified Pomapno Beach Residents.
- Total direct Financial impact to the City estimated at \$3,321,750.00.
- Cash: 5% of Net Operating Income for a period of ten (10) years following the 2nd year of Operation. We estimate the amount to be at \$500,000.00 for the period and will provide a minimum guaranteed of \$300,000.00.
- Cash Equivalent in valued discount on purchase for Pompano Beach Residents estimated to \$421,750.00
- Cash Equivalent in valued discount on rental for Pompano Beach Residents estimated to be \$150,000.00 based on the whole project on a ten year period.
- Tax Revenues: Estimated at \$2,250,000.00 over ten year.
- Construction: Priority will be given to Pompano Beach companies in the bidding process. We will work to around 15%-20% local forces, minority owned businesses, service providers subject to meeting qualification and bidding criteria. Our team is working closely with the Pompano Beach CRA and will continue to work together during the recruitment process to ensure maximum local participation.
- Formation: Since we are planning to be in Pompano Beach for the long haul, Azur Equities, Hadar Homes, their partners and sub contractors will be helping to form and invest in continuing education to qualify local personnel for the required construction jobs.
- Growth to economy: New residents will be added consumers to the local economy.
- Discounts: First responders of the City of Pompano Beach will beneficiate from discounted rents for all our residences.
- Further Developments: more townhouses and apartments are already in the planning as Hadar Homes, Azur Equities and their partners continue to strongly believe in the bright future of the City of Pompano Beach.
- Indirect financial impact as to the increased economical impact on the community, including restaurants, commerces, shopping estimated at
- Indirect financial impact due to the SportsPark activities estimated in millions per year.

7.2 OWNERSHIP STRUCTURE

Based on our low estimate of 71 Residences to be built on the property, ownership could be divided as follow:

- 30% of the Residences will be owned by private buyers.
- 40% of the units will be held by the Azur Equity Fund.
- 30% of the units will be held by Hadar Homes.

Over 50% of the units remaining in the institutional hands will ensure no issues will arise from any HOA failures. This will ensure a steady and constant maintainance of the property and upkeep it at its utmost level.





ABCDE TEAM
Architecture, Building,
Construction, Development
& Engineering

8.1 ARCHITECTURE & DESIGN - GALLO HERBERT ARCHITECTS



GALLO HERBERT ARCHITECTS



GALLO HERBERT ARCHITECTS
AA26001731

8.1 ARCHITECTURE & DESIGN - GALLO HERBERT ARCHITECTS



GALLO HERBERT ARCHITECTS HISTORY

Gallo Herbert Architects, formally known as Gallo Architects & Development Consultants, Inc. (GADC) was founded in 1988 by William J. Gallo, AIA. Since 1988, Gallo Herbert Architects evolved into a series of owned affiliates providing a multitude of services centered around the development process for institutional and corporate clients throughout the southeast United States.



The history of Gallo Herbert Architects dates back to William J. Gallo founding an architecture and construction management firm in 1973 with offices in New Jersey, Pennsylvania and Florida. During this time the firm specialized in healthcare, long-term care design and educational facilities. In 1985, the company was purchased by a public development and asset management financial institution and Bill remained as Chief Operating Officer, responsible for overall operations.



During these years William J. Gallo expanded his expertise to development economics and fixed asset management. After purchasing back the firm in 1988, he restructured it to expand typical architecture, planning and interior design services to development management, owners representation, expert testimony and feasibility analysis. This company worked in collaboration with newly added affiliate companies for construction and development. In 1995, the firm was incorporated as GADC.



In 1999, GADC expanded and Brian P. Herbert, AIA, became a Principal. Today the firm operates under the name Gallo Herbert Architects.

Gallo Herbert Architects is licensed to provide design services in Florida, Alabama, Maryland, South Carolina, Georgia, Washington D.C., Pennsylvania, Massachusetts, Delaware, New York, and New Jersey.

Additionally the firm is able to operate throughout the United States by means of NCARB reciprocity, and in the Caribbean and Central America.

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8.1 ARCHITECTURE & DESIGN - GALLO HERBERT ARCHITECTS



GALLO HERBERT ARCHITECTS PHILOSOPHY

Imagine a firm focused on producing and managing vibrant, inspiring designs that transform into powerful buildings. Imagine a firm that always strives to create functional and sustainable buildings that fulfill challenging financial, programmatic and schedule requirements. The firm is Gallo Herbert Architects, an architectural firm whose philosophy is to create social art.

Since 1988, Gallo Herbert Architects has specialized in providing architectural services consisting of building and site design, interior design, master planning, feasibility studies, development management and processing, and expert testimony. The company's culture encourages creative thinking at every level. Gallo Herbert Architect's clients benefit from the work of the firm's talented professionals working in an environment that surpasses the norm, embraces sustainability and accomplishes the exceptional.

- Collabrative Design
- Team Coordination
- Innovative Designs
- Financial Accountability
- Technical Expertise
- Unparalleled Service
- Commitment to Sustainability

At Gallo Herbert Architects we encourage the philosophy of collaborating throughout the project. Design Build, Construction Manager and Integrated Project Delivery are our preferred methods. Over 90% of our projects involve these collaborative teaming techniques. We believe early contractor, subcontractor and industry input are crucial in today's construction environment. It fosters a design that is economical, highly constructible and one that ultimately produces a project with less changes.

These are the hallmarks of Gallo Herbert Architects.

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8.1 ARCHITECTURE & DESIGN - GALLO HERBERT ARCHITECTS



WHY GALLO HERBERT ARCHITECTS

At Gallo Herbert Architects we specialize in providing high quality, professional interior and exterior design and construction administration services for Higher Education, Healthcare, Food Service Facilities, Retail & Institutional Projects.

Gallo Herbert Architects' professionals are experts at in-depth feasibility studies, site due diligence and negotiating jurisdictional approvals. We focus on efficient and economical solutions to a project's unique challenges, rather than simply "doing what's been done before." We are committed to customer quality and satisfaction, and that means that you or your client will benefit from an active, involved, professional and innovative partner. Gallo Herbert Architects has built its reputation on the concepts of provocative design, innovation, technical expertise, customer service and retail branding concepts.

Gallo Herbert Architects have had over 27 years' experience in the Design Build Industry.



Johnson & Wales University, Wildcat Center, North Miami, Florida

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8.1 ARCHITECTURE & DESIGN - GALLO HERBERT ARCHITECTS



GHA HISTORY - "WHO WE ARE"

- ESTABLISHED IN DEERFIELD BEACH – 1988
- 85% OF OUR BUSINESS IS MANAGING PROJECTS FOR REPEAT CLIENTS
- GHA IS KNOWN FOR BEING ON TIME AND ON BUDGET
- LICENSED TO PRACTICE IN 10 STATES
- 80% OF OUR WORK IS IN BROWARD, DADE & PALM BEACH COUNTIES
- 2015 TOP DESIGN FIRMS IN SOUTHEAST
- 2014 TOP DESIGN FIRMS IN SOUTHEAST
- 2013 TOP DESIGN FIRMS IN SOUTHEAST
- 2013 TOP GREEN DESIGN FIRM "SF BUSINESS JOURNAL"
- 2013 LARGEST ARCHITECTURE FIRMS "SF BUSINESS JOURNAL"



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GALLO HERBERT ARCHITECTS

WILLIAM J. GALLO, AIA, LEED AP

CHAIRMAN/CEO



William J. Gallo, AIA, LEED® AP is Chairman/CEO of Gallo Herbert Architects, an architecture, interior design and consulting firm. He serves as client liaison and is responsible for all administration, finance and operations of the firm. Mr. Gallo also coordinates government processing of site approvals and provides consulting services for dispute resolution and analysis. He is NCARB certified and registered in FL, NY, GA, MA, NJ, DC, DE, PA and SC.

Bill has had a forty year history of Design, Planning and Construction for institutions of Higher Education. In fact, Bill served as a full professor of Design and Construction from 1974 to 1979 in Philadelphia at the Spring Garden College. Today, he is responsible for all the firm's design and construction projects at Nova Southeastern University, Johnson & Wales University, Florida Atlantic University, and University of Miami.

Mr. Gallo is unique in the design and construction business. His training includes architecture, construction and development economics. He began at the Pratt Institute in New York where he received his Bachelor of Architecture degree. He culminated his education with a Master of Architecture degree from Harvard University in Cambridge Massachusetts where he focused on development economics. This rare combination of businessman and architect has made Mr. Gallo extremely effective in his field. Shortly after graduation Mr. Gallo accepted a teaching position in the architecture and construction program at Spring Garden College in Chestnut Hill, PA. During his six year tenure he was elevated to full professor and authored a new architectural curriculum which was approved by the NAAB.

In addition to teaching, in 1973 Mr. Gallo founded and operated his own architecture and construction management firm, with offices in New Jersey, Pennsylvania and Florida. During this time he specialized in general architectural services with a demonstrated specialty in healthcare, senior care and environments for multiple handicapped and emotionally disturbed children. In 1985 a development subsidiary of Security Savings Bank, a publicly traded financial institution, purchased his firm. While there, he served as Chief Operating Officer of the fixed asset management consulting subsidiary, responsible for overall operations. Mr. Gallo later founded the Gallo Group, which evolved into Gallo Architects & Development Consultants, Inc. Today the company is known as Gallo Herbert Architects.

EXPERIENCE

42 years

EDUCATION

Bachelor of Architecture 1969;
Pratt Institute School of
Architecture

Master of Architecture 1970;
Harvard University,
Graduate School of Design

LICENSES

Registered Architect: NJ, NY,
FL, MA, PA, SC & GA

REGISTRATIONS

Structural Masonry Inspector
SMI 1836

NCARB



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8.1 ARCHITECTURE & DESIGN - GALLO HERBERT ARCHITECTS



GALLO HERBERT ARCHITECTS

BRIAN P. HERBERT, AIA, LEED

PRESIDENT



Brian P. Herbert, AIA, LEED AP is President of Gallo Herbert Architects. He is responsible for overall project coordination and production within the office. Brian also monitors the progress of jurisdictional agency approvals and provides expert opinion, dispute resolution services and project consulting services.

Brian is a registered architect in the State of Florida. He completed his training in architecture at Florida A&M University in Tallahassee, where he received his Bachelor of Architecture Professional degree in 1990. Prior to his employment at Gallo Architects & Development Consultants, he led the design and production department of Conjor Architectural Division where he completed numerous commercial and institutional projects. He also specialized in planning projects, site development, municipal grant applications and the government process of ground-up developments.

As a consultant, Brian is able to perform quick and highly-focused assessments in the areas of building design and suitability, site analysis and feasibility, tenant planning and coordination, and financial analysis. He has a well-developed knowledge of planning guidelines, a keen sensitivity to the development marketplace and a working understanding of the physical design, technical requirements and financial ramifications. Brian also provides expert opinion and dispute resolution services in the areas of master planning, conformance to the Americans with Disabilities Act and site design issues.

Brian earned accreditation from the U.S. Green Building Council as a LEED AP and has developed design guidelines for the firm relating to sustainable design and green architectural practices.

Most important is that Brian has over 20 years of experience with Higher Education Facilities. Today he is the Project Architect for all jobs at Florida Atlantic University, Nova Southeastern University, Johnson & Wales University and Barry University.

EXPERIENCE

21 years

EDUCATION

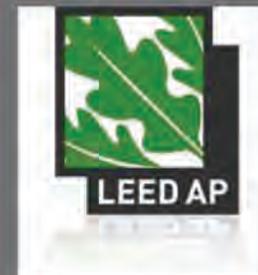
Bachelor of Architecture, 1990;
Florida A&M University,
Tallahassee, FL

PROFESSIONAL

Registered Architect: FL, AL
Registered Interior Designer: FL

REGISTRATIONS

Structural Masonry Inspector
SMI 2402
NCARB. LEED® AP



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8.1 ARCHITECTURE & DESIGN - GALLO HERBERT ARCHITECTS



JOHN E. TICE VICE-PRESIDENT

John E. Tice is Vice-President of the firm. John brings over thirty years of experience to our team. From entry level draftsman in 1979 to Architecture firm principal in 1994, John has produced and managed a variety of commercial and residential projects. John's experience as co-owner of the firm of Winningham, Bundy, & Tice, Architects, P.A., provided him the opportunity to lead design and engineering teams in the development of large and complex automotive projects as well as numerous commercial buildings.

John has strength in design and the technical aspects of architecture. Client contact and design communication are natural assets in his approach. Construction knowledge has always been a positive factor in the work and allows the design to be realized within the framework of budgets and schedules.

John is a registered Architect in the State of Florida. Degrees include, a five year professional Bachelor of Architecture from Florida A & M University in Tallahassee and a Bachelor of Design in Architecture from the University of Florida in Gainesville.

EXPERIENCE

32 years

EDUCATION

Bachelor of Architecture:
Florida A and M University,
Tallahassee, FL

Bachelor of Architectural Design
University of Florida, Gainesville, FL

PROFESSIONAL

Registered Architect: FL, GA, LA

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8.1 ARCHITECTURE & DESIGN - GALLO HERBERT ARCHITECTS



EXPERIENCE

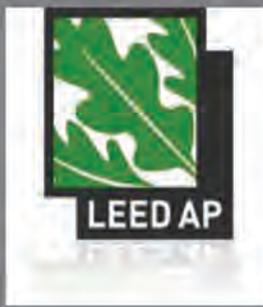
23 years

EDUCATION

Bachelor of Architecture
Florida A and M University,
Tallahassee, FL

PROFESSIONAL

Registered Architect- FL



DANILO GUISO, AIA, LEED AP BD+C DIRECTOR OF OPERATIONS

As Director of Operations, Danilo Guiso is responsible for the overall financial and timely delivery of each project at Gallo Herbert Architects. He plays a leading role in the Business Development for the growth of the company throughout the Southeast. Mr. Guiso brings 23 years of expertise to the firm in design, production, construction administration, general contracting, business and management development. Prior to joining GHA and having worked as an associate for 9 years at one of south Florida's largest Development, Design/Build firms (Stiles Architecture) Danilo has a keen understanding of the Design/Build process and philosophy.

Mr. Guiso acts as the point person with the client and ensures the overall success of all architectural projects from inception to completion along with his abilities to conceptualize, visualize, and communicate both graphically and verbally helps him to put together complex projects that are creative, functional and cost effective. He believes in listening closely to clients' needs and then translating what he hears into action, finding workable solutions that will satisfy customers.

Mr. Guiso has seasoned his architectural and management skills for the past 23 years where he has been responsible for the design, production, construction administration and management of projects ranging from \$20,000 to \$40 million. He has gained extensive project experience in his career by working on a variety of product types from private sector projects including office buildings, retail centers, automotive, furniture stores, religious buildings, country club centers, warehouse facilities, industrial facilities and single / multi-residential developments to the public-sector projects comprised of middle schools, public housing, and senior centers handling each project from inception to completion.

Mr. Guiso holds a Bachelor of Architecture from Florida A&M University, and is an active member of the American Institute of Architects and has held multiple positions ranging from Treasurer to President and is currently a State Director for the Broward Chapter. He is a Board Member of the Broward County ACE Mentor Group and a former Member of the Coconut Creek Planning & Zoning Board. He is a Registered Architect and Interior Designer with the state of Florida and has also received his LEED AP BD+C Professional Accreditation and is intimately involved in the green building movement.

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8.1 ARCHITECTURE & DESIGN - GALLO HERBERT ARCHITECTS



ALAIN DEZII PROJECT MANAGER

Alain studied architecture at the University of Talence in Bordeaux, France in 1983 and completed his training at Florida Atlantic University where he received his Bachelor of Architecture professional degree and completed his NCARB post graduate internship requirements. He is a licensed builder with the State of Florida and Certified in CPTED design.

Alain has worked for various South Florida architectural firms since 1985 and has a vast array of experience in residential, governmental, education and commercial projects. Alain started working with Gallo Architects and Development Consultants in 2001. He is both creative and pragmatic in his design approach. His construction background combined with architecture is crucial in translating technical design systems to construction documentation. Alain was a member of the design team for Destiny a new eco-sustainable city in Osceola County, Florida. The project was selected as one of sixteen global sustainable cities to serve as models for the Clinton Climate Initiative (CCI). Alain occasionally contributes to NPR's Radio Green Earth to discuss viable options in sustainable design. He was a team member of C.U.R.E for the historical preservation program of the City of Hollywood, Florida.

Alain is fluent in English, French and Spanish.

EXPERIENCE

29 Years

EDUCATION

Bachelor of Architecture, 1983
Florida Atlantic University

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8.1 ARCHITECTURE & DESIGN - GALLO HERBERT ARCHITECTS



MARCO URREA
PROJECT DESIGNER

Marco is a Project Designer at Gallo Herbert Architects and brings 23 years of experience to the firm. He is responsible for the coordination and production of a broad range of projects including residential, multi-family, retail, food service, healthcare and office buildings.

Before working at Gallo Herbert Architects in 2002, Marco gained experience working in Colombia and San Salvador. After earning a Bachelor of Architecture degree from Universidad del Valle's College of Architecture in Cali, Colombia, he worked at Jaime Gutierrez Arquitects and Jamie Cardenas Arquitects. He received a first place award for originality in Architecture for the State Civic Center and also received awards and honorable mentions in a National Architectural Contest for other projects. Marco also worked as the Design Department Director at Promotora Cafetera De Construcciones-Procon, LTDA in the 1990's and later as an independent architect contractor before moving to the United States.

EXPERIENCE:
23 Years

EDUCATION:
Bachelor of Architecture;
Universidad del Valle's;
Cali, Columbia

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8.1 ARCHITECTURE & DESIGN - GALLO HERBERT ARCHITECTS



PROJECT INFORMATION

Project Type:
Higher Education

Project Value:
\$88,000,000

Start Date:
2001 - Current

Delivery Method:
Design/ Build

Project Principal:
William J. Gallo

Owner:
Johnson & Wales University
1701 NE 127th Street
North Miami, FL 33181
Paul Zahn
(305) 892-7050

Architect:
Gallo Herbert Architects
Brian P. Herbert, President
954.794.0300
bherbert@galloherbert.com



JOHNSON AND WALES UNIVERSITY

MASTER PLAN

NORTH MIAMI, FLORIDA



PROJECT OVERVIEW:

William J. Gallo is the Owner's Rep for Johnson and Wales University's Master Plan. The plan includes environmentally sensitive areas, phased implementation and traffic analysis. He also handles paperwork processing with the government. The master plan for Johnson & Wales University is a development road map that allows the university to grow from 2,000 students in 2001 to 4,000 students in 2018. The plan establishes an Overlay zoning district and sets forth parameters and a vision for this district as relates to streetscapes, architectural design, way finding, infrastructure, traffic planning and a general integration of the university into the fabric of North Miami. The plan was established through the involvement of all stakeholders: the university, the community, the municipal entity and various commercial and residential associations. The plan encompasses the area from 135th Street on the north, 123rd Street on the south, Biscayne Boulevard on the east and 16th Avenue on the west.




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8.1 ARCHITECTURE & DESIGN - GALLO HERBERT ARCHITECTS

**PROJECT INFORMATION**

Project Type:
Higher Education

Project Value:
\$28,000,000

Project Size:
165,000 SF
245 Beds

Completion Date:
August 2009

Delivery Method:
Construction Manager

Owner:
Nova Southeastern University
Jessica Brumley
3301 College Avenue
Davie, FL 33314
954.262.8835
jbrumley@nova.edu

Architect:
Gallo Herbert Architects
Brian P. Herbert, President
954.794.000
bherbert@galloherbert.com

NOVA SOUTHEASTERN UNIVERSITY
ROLLING HILLS GRADUATE RESIDENCES
DAVIE, FLORIDA

**PROJECT OVERVIEW:**

Renovation of an existing resort complex which had been vacant for three years into dormitories (personnel housing) for college graduate students. The project consisted of one seven story 309 hotel rooms. The new design houses 245 students consisting of 245 single units.

FEATURES:

- 140 mph wind design
- High energy efficiency EIFS
- Design/Build Fast-Track Project
- Completed in 10 months



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8.2 ENGINEERING - KEITH & ASSOCIATES

Keith and Associates, Inc. was incorporated as a Florida corporation in 1998. As a mid-size closely-knit firm, we provide civil engineering, construction management, comprehensive planning, landscape architecture, surveying and mapping and sub-surface utility engineering services. The firm was founded on the principal of achieving success by combining the latest technology with client oriented business practices, and a staff of experienced and talented professionals.

The firm's civil engineering, CEI, surveying, planning, landscape architecture and construction

management team of experts has extensive past and ongoing experience with both large-scale private and public sector projects. Our staff combines the technical work experience of over 80 professionals, each with an extensive working knowledge of local and regional projects. This convergence of experience has resulted in the development of a tremendous database of knowledge and information concerning local, past and ongoing projects, which is an invaluable asset to any company.

Keith and Associates, Inc. understands the importance of community involvement and the necessity of working with local, state, and federal agencies in a hands-on cooperative manner to build consensus and receive subsequent approval of highly sensitive projects. This approach represents an underlying philosophy of the firm which results in a quality product, with emphasis on scheduling and cost effectiveness through team oriented management and quality control.

DBE -- M/WBE Certifications

Keith and Associates, Inc. is certified as a Disadvantaged Business Enterprise and a Woman Business Enterprise.

FDOT Work Groups 3, 8, 10, 13, 15:

Keith & Associates, Inc. is certified with the Florida Department of Transportation in 3.1 Minor Highway Design, 3.2 Major Highway Design, 8.1 Control Surveying, 8.2 Design, Right of Way & Construction Surveying, 8.4 Right of Way Mapping, 10.1 Roadway Construction Engineering Inspection, 13.6 Land Planning/Engineering and 15.0 Landscape Architecture.

The professionals of Keith and Associates, Inc. continue to take great pride in the success of their undertakings. We look forward to the opportunity to provide you professional services.

8.2 ENGINEERING - KEITH & ASSOCIATES

Keith and Associates, Inc. has extensive experience in providing professional services required for the development or redevelopment of land including the permitting, design, coordination and construction of roadway / parking area(s), stormwater, potable water, utility, and wastewater systems. Recognizing and expecting that each development or redevelopment project has its own unique site issues, Keith and Associates, Inc. performs a thorough investigation into these issues in order to avoid planning, design, coordination, and construction issues. Our engineers have the knowledge and expertise to meet the needs of a wide variety of general civil engineering issues.

Keith and Associates, Inc. staff has provided comprehensive planning and engineering services in various disciplines involving many government agencies, institutions, and municipalities. We have had the honor and privilege of serving as one of the City of Pompano Beach's Civil Engineering consultants for the past thirteen years on a continuing service basis. Our ability to work with municipalities, government agencies and other consultants, while providing close coordination with the client result in projects being completed on time and within budget. Keith and Associates, Inc. has found great success utilizing a team approach that has led to effectively identifying problems and defining solutions.

STORMWATER MANAGEMENT:

Keith and Associates, Inc. has the knowledge and proven abilities to understand the complex nature of stormwater management. Especially in the urban environment, where balance must be achieved between the permitting requirements, restricted positive outfalls, budget limitations and existing historical drainage patterns. Our team has the professional acumen to fully investigate the existing conditions and propose creative solutions that will resolve and simplify the feasible alternatives. In addition, we are routinely familiar with the National Pollutant Discharge Elimination System (NPDES) Program, and the requirements to implement it.

SURVEYING and MAPPING:

The expertise of our Land Surveying staff is evidenced by Ms. Dodie Keith-Lazowick, Mr. Mike Mossey, Mr. Eric Wilhjelm and Mr. Lee Powers' combined South Florida surveying experience of over 100 years. This experience has resulted in a tremendous database of knowledge and information. The ability to offer in-house surveying and mapping capabilities provides for a more comprehensive unified team. Services include boundary, topographic, control, wetland, mitigation, route, aviation, bathymetric, GIS, GPS, as-built, American Land Title and coastal surveys, legal descriptions, right-of-way mapping, design base sheets, title review, DTMs, differential leveling, construction stakeout, platting, expert witness surveying, and mapping services.

8.2 ENGINEERING - KEITH & ASSOCIATES

The firm maintains ten (10) full-time field crews to provide for our clients on an as-needed basis. Our entire field staff has received Maintenance of Traffic (M.O.T.) Safety Training currently required by the Florida Department of Transportation for work within public roadways. Keith and Associates, Inc. is also in full compliance with the current School Board Security Clearance Policies of fingerprinting and successful background checks in accordance with the State of Florida Jessica Lunsford Act for school access by workforce personnel. We understand the importance of these security requirements and are in 100% compliance for the safety of our staff and the public.

Keith and Associates, Inc. has placed a strong emphasis on quality surveying and mapping practices and procedures. This focus ensures that our surveying personnel are committed to exceeding your expectations.

LANDSCAPE ARCHITECTURE:

In 2012, Keith and Associates expanded our menu of professional services to include Landscape Architecture and Design. Our Landscape Architecture Department specializes in the creative fusion of architecture, landscape architecture and the environment. The ability to offer in-house landscape architecture design capabilities provides for a more comprehensive unified team. Our team has provided innovative designs for institutional and commercial projects, residential and mixed-use developments, streetscape and roadway beautification, active and passive parks, plazas and various urban redevelopments. Whether it is in meeting the code of landscape ordinances with creativity, or in creating spectacular lush destinations, we bring experience, knowledge, fresh energy and innovation to each project. Our approach of guiding and assisting clients make smart, long-term decisions that result in greater value for them, their projects, their clients and our community as a whole. Regardless of the scope of the project, we pay special attention to architectural and landscape detail and welcome every opportunity to improve our environment.

8.2 ENGINEERING - KEITH & ASSOCIATES

LEED (Leadership in Energy & Environmental Design):

The Leadership in Energy and Environmental Design (LEED) Green Building Rating System™ is the nationally accepted benchmark for the design, construction, and operation of high performance green buildings. LEED gives building owners and operators the tools they need to have an immediate and measurable impact on their buildings' performance. LEED promotes a whole-building approach to sustainability by recognizing performance in five key areas of human and environmental health: sustainable site development, water savings, energy efficiency, materials selection, and indoor environmental quality.

Keith and Associates, Inc. is a Member of U.S. Green Building Council (USGBC) and is in the process of obtaining LEED Professional Accreditation for our entire engineering and planning staff. We are currently providing integrated engineering design components on a number of public facilities to facilitate a designation of a LEED-Certified Building.

bimSMART Foundation

The bimSMART Foundation's goal is to promote, facilitate and fund initiatives that support and enhance the use of BIM for direct and immediate benefit of practitioners in the AECO community. Recognizing the importance of BIM and associated technologies, we encourage our staff to continue their education in this rapidly evolving technology and support their efforts with this Foundation.

COMMUNITY INVOLVEMENT:

K&A recognizes that among the many contributing factors to a successful project, community involvement and consensus building are critical elements and we try to incorporate them into every major project. Our community involvement program has been extremely successful in establishing lines of communication among the affected parties so everyone has an opportunity to contribute towards the development of the project. We have facilitated charettes for numerous projects to gain awareness of community preferences and concerns on upcoming developments. On a number of sensitive construction projects K&A established a community hotline manned by our project engineers to assist in resolving community construction related concerns in a timely and effective manner.

8.2 ENGINEERING - KEITH & ASSOCIATES

TRACI R. SCHEPPSKE, CGC, CM-BIM, LEED AP

Vice President



Experience Highlights

More than 30 years of owner's rep, project management, and design experience

Expertise in overseeing all aspects of engineering design, permitting and construction for governmental and private sector projects.

Registration

State of Florida, Certified General Contractor # 1516581

Education

A.S., Architecture and Engineering Design, Catonsville Community College, Catonsville, MD, 1988.

Professional Training/Seminars

Certification of Management
Building Information Modeling
CM-BIM

Green Building Certification
Institute LEED Accredited
Professional

Strategies for success in LEED and
Urban Heat Island Effect

Environmental Resource
Protection - Design/Permitting
seminar, South Florida Water
Management District.

Turner School of Construction
Management Certification

Professional/Civic Affiliations
BIM Smart Foundation Member

BuildingSMART Foundation
Member

South Florida Water Management
District Regulatory Peer Review
Forum (Participant)

Traci Scheppske has more than 30 years of Owners Rep, Project Management and Design experience with land development firms. As Senior Engineering Manager she has provided complete project services overseeing all aspects of the Engineering design, permitting and construction for multiple projects for both commercial and residential developments. Her responsibilities include engineering design, and complete project management for land development projects with emphasis on site development, water distribution, sanitary sewer, drainage and roadway design. In addition to cost estimating, quantity take-offs, and bid evaluations she has extensive experience with project scheduling and coordination for design and construction. She regularly coordinates efforts for utility service/relocation with FPL, Bellsouth/AT&T Cable, gas etc., as well as, various disciplines such as Planning, Surveying, Architectural, Landscaping, and Construction. Her work has included all aspects of project management, design, and permitting and construction coordination for projects extending from Palm Beach County to the Florida Keys.

PROJECT EXPERIENCE

Parkland Comprehensive Master Plan for "The Wedge": Keith and Associates was the Prime consultant responsible for the City of Parkland Comprehensive Master Plan for "The Wedge" The Master Plan was developed through an analysis of existing conditions, an analysis of Level of Service Standards, Meetings Property Stakeholders, and Agencies having jurisdiction. The Master Plan addresses the future land use, zoning, future school sites, parks, fire stations, roadway and utility infrastructure to support the future development.

Tradewinds Park, Coconut Creek, FL: K&A was responsible for providing complete civil engineering design, permitting, construction inspection and certification services for the redevelopment of the existing park facilities including the relocation of the baseball fields and concession area, soccer fields, seating area, proposed pavilion for Broward County Parks and Recreation. The scope of work included water distribution, sanitary sewer, drainage, grading, pavement marking and signage, surface water pollution prevention and ADA compliance design, plans and permits. Since the water and sewer services within the park are provided by the City of Coconut Creek, Keith and Associates, Inc. performed capacity analysis for both systems to ensure they would be capable of providing acceptable service. In addition, Keith and Associates, Inc. assisted Broward County Parks and Recreation Division to process water and sewer agreements with the City of Coconut Creek.

Quiet Waters Park, Deerfield Beach, FL: Keith and Associates provided complete surveying, civil design, permitting, and construction management services for redevelopment/improvements throughout Broward County's Quiet Waters Park (427 acre regional park). The improvements included the complete demolition and reconstruction of the gatehouse/ticket booth facility, realignment of the main park entrance at Powerline Road, construction of a new main maintenance facility and service yard used for all Broward County Parks, new restroom building, rehabilitation of existing parking lots and sidewalks throughout the site to meet ADA criteria, and drainage/water distribution/wastewater collection improvements throughout. Since most the improvements were isolated within the park and the park has a limited wastewater gravity collection infrastructure; Keith

8.2 ENGINEERING - KEITH & ASSOCIATES

MARK CASTANO, P.E.
Senior Engineering Manager



Experience Highlights

More than 19 years of civil engineering, planning and construction administration experience

Expertise in engineering design, permitting, construction administration and project management

Education

B.S., Civil Engineering, Florida International University, 1997

Professional Registration

State of Florida
Professional Engineer, #75644

Professional Affiliations

Florida Engineering Society (FES)

American Society of Civil Engineers (ASCE)

Mark Castano has more than 19 years of experience in Civil Engineering projects throughout South Florida. His qualifications include planning, engineering design, permitting, construction administration and project management for a variety of Civil Engineering projects. His experience includes designing and managing a wide variety of public and private land development (residential, commercial, institutional and industrial) projects. He has extensive technical knowledge in water distribution systems, stormwater management systems, sanitary sewer systems including sewer lift stations, gravity sewers and force mains, roadway design throughout Miami-Dade, Broward, and Palm Beach counties. Mr. Castano has had numerous project management responsibilities including managing contracts, multi-disciplinary teams, municipal Capital and Engineering programs, managing and setting up bid procurement processes, and preparation and monitoring project budgets.

PROJECT EXPERIENCE

Design/Build Pier Parking Garage, City of Pompano Beach CRA, FL: The new parking garage will include five stories, 625 parking spaces, speed ramp to facilitate access to higher levels of the garage and retail space on the ground level fronting NE 3rd Street and the new Pier Street. As part of the design/build team, Keith and Associates is responsible for Planning, Surveying, Utility Coordination/Investigation, Civil Engineering, Landscape and Irrigation Design, Permitting and Construction Inspection of the project.

Pompano Beach Downtown Connectivity Plan, Phase 1 & 2: (Phase 1) Keith and Associates is responsible for performing an area wide study of the Northwest CRA existing infrastructure to create an underground utilities atlas map as well as to analyze the existing roadway infrastructure for suitability, connectivity and circulation. K&A prepared an assessment of the existing facilities and provided recommendations on suitability of the CRA's proposed land use. (Phase 2) Based on

the approved Connectivity Plan as provided by the Pompano Beach CRA, the proposed improvements are to include pedestrian friendly streetscape with landscape/hardscape beautification features along MLK Blvd and in the Old Pompano Downtown; including special pavement materials, pedestrian lighting and roadway, streetscape furnishings, utility adjustments and drainage and roadway improvements.

Tradewinds Park, Coconut Creek, FL: Mr. Castano served as Project Engineer, and was responsible for complete civil engineering design, permitting, construction inspection and certification services for the redevelopment of the existing park facilities including the relocation of the baseball fields and concession area, soccer fields, seating area, proposed pavilion for Broward County Parks and Recreation. The scope of work included water distribution, sanitary sewer, drainage, grading, pavement marking and signage, surface water pollution prevention and ADA compliance design, plans and permits. Since the water and sewer services within the park are provided by the City of Coconut Creek, Keith and Associates, Inc. performed capacity analysis for both systems to ensure they would be capable of providing acceptable service. In addition, Keith and Associates, Inc. assisted Broward County Parks and Recreation Division to process water and sewer agreements with the City of Coconut Creek.

Quiet Waters Park, Deerfield Beach, FL: Keith and Associates provided complete surveying, civil design, permitting, and construction management services for redevelopment/improvements throughout Broward County's Quiet Waters Park (427 acre regional park). The improvements included the complete demolition and reconstruction of the gatehouse/ticket booth facility, realignment of the main park entrance at Powerline Road, construction of a new main maintenance facility and service yard used for all Broward County Parks, new restroom building, rehabilitation of existing parking lots and sidewalks throughout the site to meet ADA criteria, and drainage/water distribution/wastewater collection improvements throughout. Since most the improvements were isolated within

8.2 ENGINEERING - KEITH & ASSOCIATES

MICHAEL MOSSEY, P.S.M.

Senior Project Surveyor



Experience Highlights

Over 38 years of experience in land surveying and mapping in South Florida

Education

*Maryville College,
Maryville, Tennessee*

Professional Registration

*Professional Surveyor &
Mapper, Florida (#5660)
07-06-96*

Professional Affiliations

*Florida Society of Professional
Surveyors & Mappers*

*Secretary, Broward Chapter,
FSMS, 1999-2000 and 2000-
2001*

Mr. Mossey has 38 years of experience in land surveying and mapping in South Florida. He has extensive senior project management experience for large-scale projects and continuing service, on-call type contracts for both public and private sector clients. He is a highly talented Quality Surveyor with a successful track record in budget estimation, valuation of items and completing projects on time. His ability to lead the team to perform in a fast paced environment and meet stringent deadlines has provided critical schedule enhancements for our clients.

Mr. Mossey is knowledgeable in the use of a wide range of state-of-the-art surveying equipment, automated field data collection systems and associated computer technologies. He has extensive experience in field crew supervision, quality control and client relations. He has overseen and performed construction, right-of-way, control, boundary, as-built (both acreage and coastal), topographic, quantity and condominium surveys. In addition, he has provided full service platting in the tri-county area jurisdictions, title encumbrance determinations, GIS data base building and American Land Title Association (ALTA) surveys. His experience includes numerous coastal topographic surveys in accordance with the current requirements of the Florida Department of Environmental Protection, Division of Beaches and Shores.

SELECTED PROJECT EXPERIENCE

Design/Build Pier Parking Garage, City of Pompano Beach CRA, FL: The new parking garage will include five stories, 625 parking spaces, speed ramp to facilitate access to higher levels of the garage and retail space on the ground level fronting NE 3rd Street and the new Pier Street. As part of the design/build team, Keith and Associates is responsible for Planning, Surveying, Utility Coordination/Investigation, Civil Engineering, Landscape and Irrigation Design, Permitting and Construction Inspection of the project.

General Engineering/Surveying Services Contract, Pompano Beach, FL: Thru our continuing services contract, Keith and Associates has provided surveying and mapping services for multiple parks and public spaces within the City. As Survey Project Manager Mr. Mossey prepared Boundary and Topographic surveys, as well as sketches of description for Pompano Community Park, Highlands Park, Alsdorf Park, Rustic Bridge Park, Founders Park and Lovely Park.

Tradewinds Park, Coconut Creek, FL: Keith and Associates was responsible for providing complete civil engineering design, permitting, construction inspection and certification services for the redevelopment of the existing park facilities including the relocation of the baseball fields and concession area, soccer fields, seating area, proposed pavilion for Broward County Parks and Recreation. The scope of work included water distribution, sanitary sewer, drainage, grading, pavement marking and signage, surface water pollution prevention and ADA compliance design, plans and permits.

Quiet Waters Park, Deerfield Beach, FL: Keith and Associates provided complete surveying, civil design, permitting and construction management services for redevelopment/improvements throughout Broward County's Quiet Waters Park (427 acre regional park). The improvements included the complete demolition and reconstruction of the gatehouse/ticket booth facility, realignment of the main park entrance at Powerline Road, construction of a new main maintenance facility and service yard used for all Broward County Parks, new restroom building, rehabilitation of existing parking lots and sidewalks throughout the site to meet ADA criteria and drainage/water distribution/wastewater collection improvements throughout.

8.2 ENGINEERING - KEITH & ASSOCIATES

Michael Phillips, R.L.A.

Director of Landscape Architecture



Experience Highlights

More than 30 years of Landscape Architecture experience.

Expertise in site inventory and analysis, landscape and hardscape design, construction detailing, Florida Friendly Landscaping' planting plans and irrigation systems, plazas, FDOT compliant streetscapes, public park master planning and project management.

Education

*Bachelors of Science
Interior Design 1985
Florida State University*

Professional Registrations

*FL Registered Landscape
Architect LA0001540, 1995*

Professional Affiliations

*United States Green Building
Council – South Florida*

*American Society of Landscape
Architects (ASLA)*

Michael Phillips has over 30 years of experience in the field of Landscape Architecture spanning both the private and public sectors. He has developed and managed projects from preliminary schematic design through final completion. His commercial project experience ranges from small retail projects to large office and industrial commercial developments. Michael has experience with institutional properties as well as government and public agency projects. Some commercial office projects include several regional and corporate headquarters in South Florida and are located from Miami to the Palm Beaches. He is also experienced with design for golf course, resort and resort hotel projects. Mr. Phillips' residential experience ranges from small single family homes, to private estates, and includes multi-family townhomes, apartments and condominium projects. He has also developed landscape plans for educational, business and medical campuses. Additionally, he is well versed in LEED requirements, 'Florida Friendly Landscaping' guidelines, Green Book Standards and FDOT design standards.

By incorporating analysis and inventory of existing site conditions, Mr. Phillips has produced Landscape Architecture construction documents that include vegetation surveys, tree disposition plans, and mitigation plans. He has also developed hardscape design and layout with details, grading plans, planting plans, lighting plans and irrigation plans. These successful designs include site amenities, such as swimming pools and patios, fire pits, outdoor kitchens, fountains, water features, parks, plazas, project entry features, waterway and greenway enhancements.

In addition to design and overall project management, Mr. Phillips plays a critical role as the QA/QC officer for the Landscape Architecture department. In conjunction with the deliverables schedule, he develops QA/QC milestones that aid in keeping the project on schedule, while ensuring plans are compliant with all applicable codes, ordinances and indexes. Additionally, his input is key in site inventory and analysis, coordinating with our Survey Department to establish the location and species of trees and appraising the dollar value of such trees, which is paramount in the process of developing tree disposition plans followed by landscape plans that preserve existing trees and vegetation.

Landscape Architecture involves many different disciplines including botany, horticulture, earth sciences and fine arts. Mr. Phillips is well versed in this blend of science and art. His ability to craft the kinds of Landscape Architectural designs that are functional and pleasing to the eye, while meeting project needs, is an absolute

asset for the Keith and Associates family, as well as our clients.

PROJECT EXPERIENCE

Patch Reef Park, Boca Raton, FL: Landscape architect responsible for preparing new master plan concepts for the existing Patch Reef Park in Boca Raton, Florida. A Greater Boca Raton Beach and Park District park, Patch Reef Park is an actively used park that is situated on 55 acre of land. Completed in 1987, the park caters to its surrounding communities and communities at large. The park currently provides facilities for organized sports, a community center, picnic areas, playgrounds, nature/fitness trails as well as other community activities. Mr. Phillips prepared analysis of the existing condition of the park amenities, and the findings were reflected in a report to the stakeholders.

8.2 ENGINEERING - KEITH & ASSOCIATES

Tradewinds Park

Coconut Creek, Florida



Client:

Broward County Parks and Recreation Division
 Richard Voss, Project Manager III
 One University Drive, Suite 401-B
 Plantation, FL 33247
 Tel: (954) 577-4633
 Email: rvoss@broward.org

Project Description:

Keith and Associates, Inc. provided complete surveying, civil design, permitting, and construction management services for redevelopment/improvements throughout Broward County's Tradewinds Park (307 acre Regional Park). The improvements included the complete demolition and relocation of the soccer field complex (including three soccer fields, concession building, lighting, seating areas, drainage system) and softball field complex (including four ASA approved softball fields, concession building, lighting, seating areas, drainage system) within the Tradewinds Park South site. Other improvements to the park included a new gatehouse/ticket booth facility, realignment of the main park entrance along Sample Road, rehabilitation of existing parking lots and sidewalks throughout the site to meet ADA criteria, and drainage/water distribution/wastewater collection improvements throughout.

Since the water and sewer services within the park are provided by the City of Coconut Creek, Keith and Associates, Inc. performed capacity analysis for both systems to ensure they would be capable of providing acceptable service. In addition, Keith and Associates, Inc. assisted Broward County Parks and Recreation Division to process water and sewer agreements with the City of Coconut Creek.

This project was completed on time to meet the various scheduling requirements of Broward County Parks and Recreation Division (i.e. funding, recreation programs/activities, league schedules, etc.).

8.2 ENGINEERING - KEITH & ASSOCIATES

Quiet Waters Park

Deerfield Beach, Florida



Client:

Broward County Parks and Recreation Division
 Richard Voss, Project Manager III
 One University Drive, Suite 401-B
 Plantation, FL 33247
 Tel: (954) 577-4633
rvoss@broward.org

Project Commencement: 2010

Project Completion: 2012

Project Description:

Keith and Associates, Inc. provided complete surveying, civil design, permitting, and construction management services for redevelopment/improvements throughout Broward County's Quiet Waters Park (427 acre regional park). The improvements included the complete demolition and reconstruction of the gatehouse/ticket booth facility, realignment of the main park entrance at Powerline Road, construction of a new main maintenance facility and service yard used for all Broward County Parks, new restroom building, rehabilitation of existing parking lots and sidewalks throughout the site to meet ADA criteria, and drainage/water distribution/wastewater collection improvements throughout.

Since most the improvements were isolated within the park and the park has a limited wastewater gravity collection infrastructure; Keith and Associates, Inc. designed and permitted several lift stations, force mains and/or septic systems throughout the park to provide sanitary sewer service to these isolated improvements.

8.2 ENGINEERING - KEITH & ASSOCIATES

Downtown Pompano Connectivity Plan

Pompano Beach, Florida



Client:

City of Pompano Beach CRA
Mr. Horacio Danovich, PE, CRA Engineer
100 West Atlantic Boulevard
Pompano Beach, Florida 33060

Project Commencement - 2010

Project Completion - 2015

Project Description:

Phase 1:

Keith and Associates is performing an area-wide study of the Northwest CRA existing infrastructure to create an underground utilities atlas map as well as to analyze the existing roadway infrastructure for suitability, connectivity and circulation. Using the information gathered, Keith and Associates prepares an assessment of the existing facilities and provides recommendations on suitability of the CRA's proposed land use.

Keith and Associates is responsible for evaluating the existing utility, drainage and roadway infrastructure to develop proposed design alternatives for the City CRA that will best utilize parcels of land owned by the CRA for redevelopment of the downtown area based on proposed land use changes that may increase or decrease density. Keith and Associates collected existing infrastructure information by GIS surveying and mapping as well as locating and identifying existing underground utilities using Subsurface Utility Engineering technology. In addition to the technical aspect of this project, we are also heavily involved in the public meetings and community outreach associated with the revitalization of this area.

Phase 2:

Keith and Associates assembled a multi-disciplinary team including Keith and Associates (K&A) as the Lead/Prime consultant responsible for the overall team management, Engineering, Permitting, Planning, Surveying, and public consensus building. Based on the approved Connectivity Plan as provided by the Pompano Beach CRA, the proposed improvements are to include pedestrian friendly streetscape with landscape/hardscape beautification features along MLK Boulevard and in the Old Pompano Downtown, including special pavement materials, pedestrian lighting and roadway, streetscape furnishings, utility adjustments, drainage and roadway improvements. The scope of services include: Pre-Design Services (R/W determination, Traffic Studies, Geotechnical data, etc); Public Consensus Building; Design Services (Schematic Design, Design Development, Construction Documents, Permitting); and Pre-Construction Bid Assistance. NTP was June, 2011 with an anticipated 15 month schedule.

KEITH
& ASSOCIATES, INC.
consulting engineers

301 East Atlantic Boulevard, Pompano Beach, Florida 33060 Tel: (954) 788-3400 Fax: (954) 788-3500

8.2 ENGINEERING - KEITH & ASSOCIATES

Design/Build Pier Parking Garage

Pompano Beach, Florida



Client:

For: Pompano Beach CRA
 Prime/Lead: Kaufman Lynn Construction (Design/Build Lead)
 Mr. Nathan Coker
 Tel. 561-361-6700
 4850 T-Rex Avenue, Suite 300
 Boca Raton, Florida 33431

Estimated Project Value: \$16 Million

Project Commencement: 2014

Project Completion: On-going

Project Description:

The new Pompano Beach – Beach Parking Garage is located at the southeast corner of North Ocean Blvd. (S.R. A1A) and NE 3rd Street.

The 3.5-acre site is currently operating as an underutilized at-grade parking lot which until recently included a County library and City Fire Station. The new parking garage will include five stories, 625 parking spaces, speed ramp to facilitate access to higher levels of the garage and some retail space on the ground level fronting NE 3rd Street and the new Pier Street. The Pompano Beach CRA has ambitious plans for the redevelopment of the area and the need for additional parking facilities in the beach area is critical for the future of this beach community.

As part of the design/build team, Keith and Associates is responsible for Planning, Surveying, Utility Coordination/Investigation, Civil Engineering, Landscape Design, Permitting and Construction Inspection of the project. Our professional services includes extensive community and municipal outreach, complete topographic and boundary surveying, utility investigation of all public and private utilities within and adjacent to the project limits, complete civil design to adequately provide water/fire/sanitary sewer service and stormwater management design/grading of the site to ensure compliance with recently changed federal/state and local criteria, full landscape and irrigation design, permitting through all jurisdictional agencies and construction inspection and certification services.

8.2 ENGINEERING - KEITH & ASSOCIATES

Mainlands Park – Design/Build

Tamarac, Florida



Client:

Di Pompeo Construction

John DiPompeo

2301 N.W. 33rd Court, Suite #102

Pompano Beach, FL 33069

Tel: (954) 917-5252 ext 304 / Fax: (954) 974-4646 / Email: jdipompeo@dipompeoconstruction.com

Project Commencement: 2013

Project Completion: 2014

Project Description:

The City of Tamarac was deeded the back nine holes of the former Monterey Golf Course to be developed as a park facility. The site was vacant and located within the Mainlands of Tamarac Sections 3 & 4 subdivisions. Design elements of the park include a multi-purpose trail along the perimeter of the park and elevations to raise pathways, drinking fountains, shaded benches, fitness stations, a nature kiosk, fishing pier/observation platform, covered picnic tables, restroom facility, trash receptacles, and parking.

Keith and Associates provided Preliminary Engineering Plans, Coordination and Processing of Engineering Plans thru City, County and State-wide agencies. This work consisted of Water Distribution and Sanitary Sewer Plans, Paving, Grading, Drainage and Earthwork Plans, Stormwater Pollution Prevention Plans, Site Engineering Permitting. Consultant also handled Project Meetings and Miscellaneous Coordination and Construction Observation and Certification Services associated with Mainlands Park in Tamarac.

Services Provided: Survey, Engineering & Construction Inspection Services, Planning

Team: Sean Marshall, Jim Thiele, Traci Schepke, Steve High and Mike Amodio

Project# 08364.00

8.3 ENGINEERING - BRYNTESEN



Technological Capabilities

We prepare and print all construction documents in house. Our software is state of the art. We select the design and analysis software appropriate for each project.

- **AutoCAD** – Computer aided drafting software for construction document production.
- **Revit** – Computer aided modeling software for 3-D development of construction documents and BIM (Building Information Modeling)
- **E-Tabs** – 3-D finite element analysis and design software for building systems such as shear walls, diaphragms, composite systems, steel, and concrete with strength in concrete systems.
- **Safe** – Finite element analysis for concrete slabs and mats.
- **Ram-Concept** – Finite element analysis and design for concrete structures conventionally reinforced and post tensioned.
- **Ram-Advance** – 3-D Finite element analysis and design of building systems such as shear walls, diaphragms, composite systems, steel, and concrete, with strength in steel systems.
- **Ram-Beam** - Finite element analysis and design for steel and steel/concrete composite systems.
- **Ram-Connection** – Steel connection design software.
- **Enercalc** – General analysis and design software for steel, concrete, masonry and wood.
- **PCA Wall** - Finite element analysis of slender concrete walls, geared toward tilt wall construction.
- **SAP** - 3-D finite element analysis and design software for building systems such as shear walls, diaphragms, composite systems, steel, and concrete.
- **MECAWind** – Wind analysis software using ASCE 7-05.
- **NCMA-Masonry** – Analysis and design software for reinforced masonry and un-reinforced masonry, allowable stress or strength design.
- **RISA-Masonry** – Analysis and design software for reinforced masonry and un-reinforced masonry, allowable stress or strength design.

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8.3 ENGINEERING - BRYNTESEN



Murray G. Bryntesen, P.E. *Principal*

EDUCATION:	Bachelor of Science, Civil Engineering University of Idaho, 1981
	Master of Business Administration University of Miami, 1988
LICENSES:	State of Florida Professional Engineer #PE0037162 State of Florida Special (Threshold) Inspector #740 State of Florida General Contractor #CGC0345725 State of California Civil Engineer #C39435 State of Pennsylvania Professional Engineer #PE073322 State of Georgia Professional Engineer #PE039299
PROFESSIONAL AFFILIATIONS:	American Society of Civil Engineers American Concrete Institute American Institute of Steel Construction American Wood Council American Welding Society Florida Structural Engineers Association
EXPERIENCE:	Thirty-five (35) years of comprehensive experience in Structural Design and construction administration of buildings and specialty structures. Structural systems include concrete, steel, masonry, timber, and aluminum.
	Founded Bryntesen Structural Engineers in 1986. Current and past clients include private and public organizations and many governmental agencies.
	Eight (8) years as Florida Atlantic University adjunct professor, teaching Structural Design.

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8.3 ENGINEERING - BRYNTESEN



Clive Draper *Inspector*

- EDUCATION:** Bachelor of Arts
City & Guilds Medway College
Kent, England 1969
- LICENSES:** State of Florida Building Inspector – BN4557
ICC Commercial Building Inspector - 5169132
State of Florida Structural Masonry Inspector – SMI 2273
- EXPERIENCE:** Twenty-four (24) years of comprehensive structural experience inspecting complete structural systems for residential, commercial, and governmental buildings, using wood, masonry, concrete and steel. Typical projects included office buildings, retail shopping centers, storage facilities, multi-unit residential buildings, custom homes, and rehabilitation of existing structures. Prior to becoming an inspector eight (8) years as a General Contractor.
- TECHNICAL SKILLS:** Knowledge of the following Codes:
FBC2010, ACI 318, ACI-530, ASCE7, IBC2009, FBC2010, NDS2005, PCI, PTI, AISC, CRSI

8.3 ENGINEERING - BRYNTESEN



*Sergio G. Arratia, P.E.
Project Engineer*

- EDUCATION:** Bachelor of Science in Civil Engineering, University of Arkansas, Fayetteville, 2005
- Master of Science in Civil Engineering, University of Arkansas, Fayetteville, 2008
- EXPERIENCE:** Eight (8) years of structural experience developing the scope of projects, elaborating project specifications, coordinating structural aspects with other disciplines, and designing various structural systems in the educational, commercial, residential, retail, and governmental fields. Designs of structural systems include concrete, steel, light-gauge steel, timber, and masonry.
- TECHNICAL SKILLS:** Proficient in the following software:
American Concrete Institute Field Testing Technician – Grade I, AutoCAD, SAP-2000, Enercalc, MecaWind, RAM, STAAD.
- Knowledge of the following Codes:
ACI 318, ACI-530, ASCE7, IBC, FBC, NDS, PCI, AISC

8.3 ENGINEERING - BRYNTESEN



Luke McGregor ***Senior Project Manager***

EDUCATION: Bachelor of Science, Mechanical Engineering, SUNY, New York, 1988

Master of Science Engineering, Purdue University, 1989

EXPERIENCE: Twenty-seven (27) years of comprehensive structural experience designing complete structural systems for educational, governmental, retail, office, sports facilities, transportation, residential, commercial as well as rehabilitation of existing structures. Typical structural systems include concrete, steel, timber and masonry.

TECHNICAL SKILLS: Proficient in the following software:
 AUTOCAD, ETABS, SAFE, SAP-2000, CSI COL, RAM ADVANSE, RAM CONCEPT, RAM BEAM, RAM CONNECTION, ADOSS, ADAPT-PT, PT-DATA, PCA-COL, PCA-BEAM, ENERCALC, PCA WALL, MECA WIND, NCMA MASONRY, RISA MASONRY

Knowledge of the following Codes:
 ACI 318-02, ACI-530, ASCE7-05, IBC2003, FBC2006, NDS2005, PCI, PTI, AISC, CRSI, ANSI, AISI.

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8.4 ENGINEERING - DELTA G



DELTA G CONSULTING ENGINEERS, INC.

FIRM PROFILE

Delta G Consulting Engineers, Inc. was founded in 1992. We are registered with the USGBC. We are a full service consulting engineering firm dedicated to providing our clients with the highest quality Electrical, Mechanical, Plumbing and Fire Protection engineering services at a competitive cost.

Delta G office has a total staff of 24 (22 professional and 2 administrative assistants); including four Registered Professional Engineers, two C.I.P.E.'s, and eight LEED Accredited Professional.

Our design and investigative services are provided to:

1. Architects
2. Developers
3. Industry
4. Municipal and Governmental Agencies
5. Residential and Commercial Building Owners

We are experienced in healthcare facilities including acute care hospitals, ambulatory surgery center and outpatient centers, low-rise, mid-rise and high-rise residential building design, fire stations, airports, K-12, library, municipal, retail, hotel, and single family custom homes design. The Delta G is centrally located to serving clients in Miami-Dade, Monroe, Broward and Palm Beach Counties. Possessing a firm understanding of large-scale projects, Delta G professionals bring to the design team strong relationships with major institutional clients and an in-depth knowledge of the market.

Clients trust us to conduct research, present options, and deliver thorough, accurate, timely documents.

GOALS AND PHILOSOPHY

Our team based approach, engineering knowledge and excellent skills inspire confidence and enhance our accountability to our clients.

LEED Experience

Delta G is the premier LEED firm in Florida with over 1,061,000 s.f. of LEED built environment already in place. Our LEED accredited professionals have the level of experience you would expect to find only in the most environmentally advanced nations, yet we are right here in South Florida. We deliver results beyond your expectations.

Our CAD facilities are state of the art 2.8 GHz Pentium D workstations with 1 GB Ram and 39" viewable monitors fully networked. We are currently operating with AutoCAD Release 2004, and Revit 2012.

OFFICE LOCATION

We have one location at 707 NE 3rd Ave, Ft. Lauderdale, FL 33304

707 N.E 3rd Avenue Ste 200, Fort Lauderdale, FL 33304

Telephone: (954) 527-1112 Fax: (954) 524-7505

8.4 ENGINEERING - DELTA G

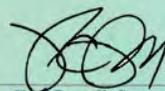
State of Florida

**Minority, Women & Florida Veteran
Business Certification**

Delta G Consulting Engineers

Is certified under the provisions of
287 and 295.187, Florida Statutes, for a period from:

04/13/2015 to 04/13/2017

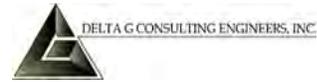


Chad Poppel, Secretary
Florida Department of Management Services



Office of Supplier Diversity • 4050 Esplanade Way, Suite 380 • Tallahassee, FL 32399 • 850-487-0915 • www.osd.dms.state.fl.us

8.4 ENGINEERING - DELTA G



Stephen Bender P.E., LEED AP Mechanical Engineer/Project Manager



Experience

Stephen Bender joined **Delta G Consulting Engineers, Inc.** in 2004 as a Mechanical Engineer. He has over 24 years of design experience in the Mechanical Engineering industry, including 8 years as a Project Manager for Delta G Consulting Engineers Inc.

Some of his projects include:

Specialty Facilities Clients

- Aishel House, 5 Story ALF/MC Facility, 110,000 SF. Lauderhill, FL

Education:

Bachelor of Science
in Mechanical
Engineering –
Rutgers University
1989

Registration:

Professional
Engineer Licenses
held in 2 States

Professional Affiliation:

USGBC
United States Green
Building Council
LEED Accredited
Professional in 2007

Experience

24 years

Healthcare Clients

- Miami Children's Hospital
- South Miami Hospital
- Larkin's Community Hospital
- North Shore Medical Center
- Mount Sinai Medical Center
- Wellington Regional Medical Center
- Sylvester Comprehensive Cancer Care Center
- University of Miami Hospital

Higher Education Clients

- University of Miami
- Broward College
- Barry University

Municipal Clients/Parks

- Central Broward Recreational Park
- Markham Park Maintenance Building
- Tradewinds Park Admin. Building
- Pompano Park Phase III
- North Broward Park

Resort & Hospitality Clients

- Holiday Inn in Aventura
- Hyatt Hotel in Orlando, FL
- Coconut Grove in Fort Lauderdale, FL

8.4 ENGINEERING - DELTA G



Bryce Toolan Electrical Engineer



Experience

Bryce Toolan is an Electrical Engineer with twenty two years' experience as an Electrical designer and project manager. He is responsible for total management of all aspects of projects to ensure they are completed on time and at the highest level of quality.

Mr. Toolan has designed Electrical systems for various buildings, such as Office/Commercial, Educational, Parks and Recreation, and Residential/Hotel.

Mr. Toolan's years of experience includes all phases of electrical engineering design and analysis.

Education:

Bachelor of Science, 1998,
Associate of Arts,
1994

Registration:

General Contractors
License

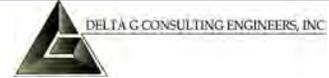
Experience

22 years

Parks

- Central Broward Recreational Park
- West Regional Sports Park
- Markham Park Maintenance Building
- Tradewinds Park Admin. Building
- Pompano Park Phase III
- North Broward Park
- Aventura Park
- Windmill Park
- Sullivan Park
- Everglades Park
- Plantation Kennedy Park
- Miramar Pinelands Park

8.4 ENGINEERING - DELTA G



Jorge Bahamonde

Fire Protection Engineer



Experience

Jorge Bahamonde is a Fire Protection Engineer with 10 years of experience as a Fire Protection designer, and Project Manager. He is responsible for total management of all aspects of the projects to ensure they are completed on time and at the highest level of quality.

Mr. Bahamonde has designed fire systems for various buildings, such as Office/Commercial, Educational, Healthcare Facilities/Hospitals, Airports and Residential/Hotel.

Mr. Bahamonde has performed Energy and Load calculations and analysis using various software programs, selected equipment and prepared technical documentation. He provides project related service to clients, architects and contractors, and performs field inspections.

Education:

Bachelor of Science
in Mechanical
Engineering at
Catholic University
of Peru in 2004

Registration:

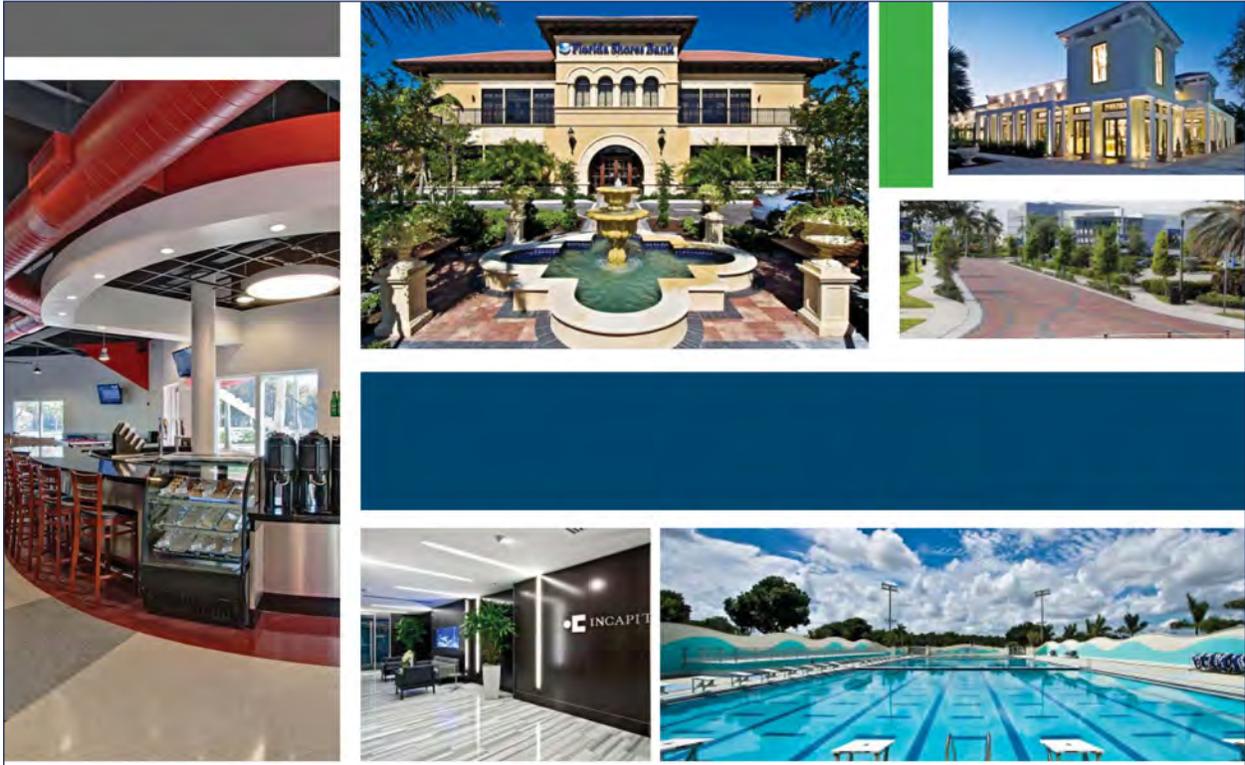
LEED Accredited
Professional (2009)

Experience

10 years

- **Dania Beach Library**, City of Dania Beach
- **Multiple Barry Universities Projects**
- **Broward Performing Art**, Program and Building Expansion Studies, Fort Lauderdale, FL
- **Broward County Edgar Mills Multipurpose Center**, Broward County.
- **Fire House**, Broward County
- **Pompano Beach Transit Center Bus Canopy**, Pompano Beach, FL
- **Weston City Hall** Weston, FL
- **Coral Springs City Hall**, Coral Springs, FL
- **Lauderdale Municipal Building**, Lauderdale, FL
- **Fort Lauderdale-Hollywood International Airport**, Fort Lauderdale, FL
- **JAFCO, Respite and Residential Center for Children with Developmental Disabilities**; City of Sunrise, FL
- **Broward Health Medical Office Building**
- **University of Miami U-Health Plantation-Outpatient Imaging**
- **University of Miami Transplant Center**
- **Kendall Regional Medical Center Burn Clinic**

8.5 CONSTRUCTION - JWR CONSTRUCTION SERVICES



1311 W. NEWPORT CENTER DRIVE, SUITE
DEERFIELD BEACH, FL 33442
954.480.2800
WWW.JWRCONSTRUCTION.CC



8.5 CONSTRUCTION - JWR CONSTRUCTION SERVICES



Florida Shores Bank, Pompano Beach
2011 Overall Craftsmanship
Project of the Year Award
Construction Association of South Florida



OUR HISTORY

Incorporated in 1985, JWR Construction Services, Inc. has provided design/build, general contracting, construction management, Owner Agency and pre-construction consulting for clients throughout South Florida.

JWR Construction Services has earned a strong reputation as a full-service construction management company. In-house, experienced professionals are fully versed in all phases of a project, from pre-construction and site due diligence through accurate project budget and schedule delivery. Our network of “partners” in the subcontracting industry complements our extensive in-house resources, which are ready to work on virtually all types of projects.

Today, the company has a portfolio of successfully completed multi-family, retail, institutional, commercial and food service projects comprising millions of square feet of space.

JWR Construction Services serves a growing list of new and repeat clients in more than a dozen industries with particular expertise in the unique needs of retail, higher education, financial services, food service, hospitality and industrial clients, among others.

Some of our “Client Partners” Include:

- Florida Atlantic University
- Catholic Health Services
- Archdiocese of Miami
- Nova Southeastern University
- Chartwells/Compass Group
- People’s Trust Insurance
- Broward College
- King’s Point
- John Knox Village

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EXECUTIVE TEAM



Jerry W. DuBois, CGC, CUC, CVC, LEED GREEN ASSOCIATE, President of JWR Construction Services Inc. Under Jerry's leadership, JWR has been recognized as both an industry leading Contractor and Design-BUILDER in the Southeast Florida region. As President of JWR, Jerry is responsible for overall operations from the start of construction through occupancy. During his 29 years at the helm of JWR, Jerry has presided over many notable projects throughout Florida.



William J. Gallo, AIA, LEED AP, Executive Vice President of JWR Construction Services, Inc., serves as client liaison and is responsible for all administration, operations and sales of the firms. Bill is unique in the design/build business. His training includes architecture, construction and development economics. He began at the Pratt Institute in New York where he received his Bachelors Degree in Architecture. He culminated his education with a Master of Architecture degree from Harvard University in Cambridge Massachusetts where he focused on development economics. This rare combination of businessman and architect has made him extremely effective in his field.



Timothy M. Anderson, CGC, Vice President Operations of JWR Construction Services, Inc., joins JWR with 28 years of experience in the industry, having spent 23 years with Balfour Beatty Construction, formerly Centex Construction, the last five (5) years as Vice President, Business Unit Leader for Broward County. Tim's leadership, knowledge of the industry and ability to foster long standing relationships within the industry as well as within the community has resulted in "First Quality" projects.

FINANCE



Alisia Gilmour, Chief Financial Officer, has been a member of the JWR Construction Services team for more than 20 years. She is experienced in administration for higher education clients, maintaining client and subcontractor accounts, and is responsible for Human Resources for the firm.



Laura Thompson, Administrative Director, has more than 15 years of experience with construction and development companies, including 20 years with JWR Construction Services. Ms. Thompson's unique experience includes property manager, closing agent, selections agent, financial manager and day to day operations person.

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8.5 CONSTRUCTION - JWR CONSTRUCTION SERVICES



FINANCE (CONTINUED)



Nancy Viera, Accounts Payable, has over 19 years of experience in the construction industry and handles accounts payable for JWR Construction.



Aalia Ali, Contract Administrator, is in charge of creating subcontractor contracts, purchase and change orders and maintaining buyout logs. Aalia also handles all certificates of insurance and closeout documents.

BUSINESS DEVELOPMENT / MARKETING



Jennifer Thompson, Business Development, joined JWR Construction in 2008 and leads their Marketing and Business Development efforts. Her responsibilities include processing Owner contracts, creating marketing packages, responding to RFP's, and maintaining the website and social media pages.

ESTIMATING



Randy Mallison is the Director of Estimating and Procurement with JWR Construction Services, Inc. His responsibilities consist of coordinating and overseeing all estimating and procurement for projects, as well as consulting with clients during the design stages of negotiated contracts and design/build programs.



John Huddleston, Preconstruction Manager, has over 35 years of experience in construction with an emphasis on preparing and presenting the full preconstruction process from detailed estimates, clearly defined scope writing, value engineering, feasibility and variance studies.

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8.5 CONSTRUCTION - JWR CONSTRUCTION SERVICES



PROJECT MANAGERS



Mike Metzger, CGC, Sr. Project Manager/Project Director, has been a licensed general contractor since 1987. He has been a part of JWR Construction for more than 10 years. Mike has played a very important role in being our Sr. Project Manager on our Nova Southeastern University contracts. His previous project management experience includes Concourse H at MIA, Lowes Hotel, Alexander Hotel, and several hotels in Disney, Fort Wilderness Lodge, All Star, and Boardwalk. Mike earned a Bachelor of Science degree in Finance at the University of Miami.



Paul Morrow, Sr. Project Manager, has over 20 years of public and private construction experience in the industry. Paul is an expert in CPM Scheduling, project coordination, value engineering and subcontractor performance. Paul has a proven reputation for managing on-time and under budget projects. Paul successfully managed over \$394 million in projects consisting of pre-construction and construction services at Balfour Beatty Construction before joining JWR Construction.



Bill Oakman, Project Manager, has 38 years of experience in the construction industry serving as project manager, assistant project manager and estimator on a variety of projects throughout Florida.

SUPERINTENDENTS



Sterling Fordham, General Superintendent, is LEED AP BD+C certified and has over 30 years of field experience ranging from laborer, carpenter, field engineer, assistant superintendent, superintendent to presently general superintendent. He started in custom build-residential to multi-family housing and then moved on to commercial construction. Previous projects he has worked on include airports, office buildings, corporate offices, K-12 schools, assisted living facilities, retail and government buildings. He has experience with tilt-wall, PSI, steel, post tension, demolition, remodeling, tenant build out, occupied, zero lot line, and fast-track projects.



Don Burton, Superintendent, has over 25 years experience in the commercial construction industry. His diverse experience includes multi-family, higher education, assisted living, medical and institutional projects. Don has worked for JWR Construction since 2012.

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8.5 CONSTRUCTION - JWR CONSTRUCTION SERVICES



SUPERINTENDENTS (CONTINUED)



Christopher Fritzler, General Superintendent, has over 25 years experience in the commercial construction industry. Chris has been with JWR for over 6 years. He has experience in financial, heavy industrial, civil, hospitals and higher education.



Gary McIntosh, Superintendent, has over 30 years experience in the commercial construction industry. Gary is the lead superintendent on all of our projects for Nova Southeastern University and specializes in higher education projects.



Robert Jarmolowicz, Superintendent, responsibilities include coordinating and overseeing all project schedules, managing field operations, coordinating with safety and quality control managers, and scheduling and coordinating subcontractors. Robert joined JWR Construction in 2012.



Ken Roberts, General Superintendent, manages all aspects of the field staff and operations. He interacts closely with Owners, project managers, architects and vendors to coordinate and oversee construction progress and safety inspections. Ken positively demonstrates excellent management skills on projects ranging in size from \$1 million to \$17 million with an industry wide reputation for professionalism and competence. Ken's career has been spent in the construction industry, having held several positions such as superintendent, safety director and general superintendent.



Matt Muldoon, Assistant Superintendent, responsibilities include assisting the Superintendent in all aspects of the on-site management including, quality control, job safety, scheduling and cost control, receiving and safeguarding materials and jobsite cleanliness. Matt also ensures that the staff and vendors working on the jobsite are applying safety principles appropriately. Matt's work at NSU and JWU give him experience in renovations and fast track projects.

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Exhibit 3 – Copy of Newspaper Advertisement

EXHIBIT 3

SUN-SENTINEL
Published Daily
Fort Lauderdale, Broward County, Florida
Boca Raton, Palm Beach County, Florida
Miami, Miami-Dade County, Florida

STATE OF FLORIDA

COUNTY OF: BROWARD/PALM BEACH/MIAMI-DADE

Before the undersigned authority personally appeared MARK KUZNITZ, who on oath says that he or she is a duly authorized representative of the SUN- SENTINEL, a DAILY newspaper published in BROWARD/PALM BEACH/MIAMI-DADE County, Florida; that the attached copy of advertisement, being a Legal Notice in:

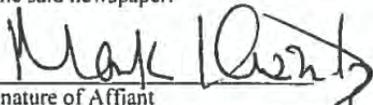
The matter of 11745-Other Legal Notices

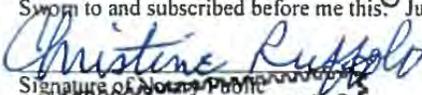
THE CITY OF POMPANO BEACH FLORIDA
THE CITY OF POMPANO BEACH FLORIDA

Was published in said newspaper in the issues of; Jul 15, 2017

5072305

Affiant further says that the said SUN-SENTINEL is a newspaper published in said BROWARD/PALM BEACH/MIAMI-DADE County, Florida, and that the said newspaper has heretofore been continuously published in said BROWARD/PALM BEACH/MIAMI-DADE County, Florida, each day and has been entered as second class matter at the post office in BROWARD County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he or she has neither paid nor promised, any person, firm or corporation, any discount, rebate, commission or refund, for the purpose of securing this advertisement for publication in the said newspaper.


Signature of Affiant
Sworn to and subscribed before me this, July 17, 2017.


Signature of Notary Public



Name of Notary, Typed, Printed, or Stamped
Personally Known (X) or Produced Identification ()

REQUEST FOR PROPOSALS AND NOTICE OF INTENT TO DISPOSE OF PROPERTY IN THE CITY OF POMPANO BEACH FLORIDA FOR DEVELOPMENT Pursuant to Section 163.380, Florida Statutes, the Pompano Beach Community Redevelopment Agency (CRA) hereby notifies all prospective private developers and persons of its intent to dispose of the following properties to Azur Equities/Hadar Homes, located on scattered sites along NW 31 Avenue and NW 27 Avenue within Collier City Neighborhood, Pompano Beach, Florida. The vacant lots will be utilized for the development of a 71-unit townhouse development and located on Folio #'s 4842-33-40-0010, 4842-33-39-0010, 4842-33-39-0020, 4842-33-39-0030, and 4842-33-45-0010. Proposals are hereby invited from, and all pertinent information shall be made available to, private developers or any persons interested in undertaking to develop the properties. Proposals should demonstrate the ability to provide complete construction financing of a 71-unit townhouse development. Additional information may be obtained by contacting the Pompano Beach Community Redevelopment Agency at 100 West Atlantic Blvd., Suite 276, Pompano Beach, FL 33060 or by calling 954-786-5535. All proposals must be submitted by those interested within thirty (30) days after the date of this public notice to: Pompano Beach Community Redevelopment Agency, 100 West Atlantic Blvd., Suite 276, Pompano Beach, FL 33060. The CRA Board reserves the right to accept or reject any proposal and to negotiate an agreement with any selected proposer.

POMPANO BEACH CRA, POMPANO BEACH, FL
BY: Nguyen Tran, Northwest CRA Director
7/15/2017

2017 JUL 17 AM 11:35
Pompano Beach CRA

Order # - 5072305

Exhibit 4 - Project Schedule

PROJECT MILESTONE	COMPLETION DATE
Development Agreement Finalized	January 31, 2018
Site Plan Approval	May 31, 2018
Permits and Construction Documents Issued	September 30, 2018
Presale Goal Met	February 28, 2019
Loan Commitment	March 31, 2019
Groundbreaking	May 31, 2019
Phase 1 Complete (46 Units)	July 31, 2020
Phase 2 Complete (25 Units)	February 28, 2021
C.O. Issued	March 31, 2021

Exhibit 5 - Declaration of Covenants and Restrictions

This instrument prepared by:

Nguyen Tran

Pompano Beach CRA

100 W. Atlantic Blvd., Room 276

Pompano Beach, Florida 33060

Folio #'s: 4842-33-40-0010, 4842-33-39-0010

4842-33-39-0020, 4842-33-39-0030

4842-33-65-0010

DECLARATION OF COVENANTS AND RESTRICTIONS

THIS DECLARATION OF COVENANTS AND RESTRICTIONS ("Declaration") is made and executed this ____ day of _____, 2017, by HADAR HOMES, LLC, a Florida Limited Liability Corporation ("Developer"), whose mailing address is 300 South Pine Island Road, Suite 309, Plantation, FL 33324.

WITNESSETH:

WHEREAS, Developer and the Pompano Beach Community Redevelopment Agency ("CRA") entered into that certain Property Disposition and Development Agreement (the "Development Agreement"); and

WHEREAS, the Development Agreement provides that the CRA shall convey the following properties: Parcel A of S.H. Plat, Parcel A of Horn Plat No. 2, Parcel B of Horn Plat No. 2, Parcel C of Horn Plat No. 2 and Parcel A of NW 27th Avenue Plat (the "Property") to Developer and Developer shall construct 71 rental townhomes on the Property by October 1, 2019 (the "Project"); and

WHEREAS, the Development Agreement provides that the CRA shall record a declaration of covenants and restrictions (the "Declaration") as to the Project; and

WHEREAS, by the terms of the Development Agreement, the Developer owns the Property, more particularly described on Exhibit "A" attached to and made a part of this Declaration by reference; and

NOW, THEREFORE, Developer hereby voluntarily declares that all of the Property shall be held, transferred, sold, conveyed, leased, mortgaged, used and improved subject to the following covenants and restrictions in favor of the CRA which shall be deemed covenants running with the land and be binding on all parties having any right, title or interest in the Property, their heirs, successors and assigns during the term of this Declaration.

A. Restrictive Use of Property.

This Declaration shall be for a term of 5 years and shall restrict ownership of the Property to Developer.

During the restrictive period, the Developer shall own and maintain the Property. Should the any property be sold at any time during the 5 year term, the Developer will be obligated to pay the CRA the 2016 Broward County Appraiser's Office Property Assessment Valuation for the associated property as follows:

Parcel A of S.H. Plat:	\$392,180
Parcel A of Horn Plat No. 2:	\$522,270
Parcel B of Horn Plat No. 2:	\$430,350
Parcel C of Horn Plat No. 2:	\$483,640
Parcel A of NW 27 th Avenue Plat:	\$387,700

At all times during the restrictive period, management and operation of the Project shall comply in all respects with the Development Agreement and this Declaration.

B. Right of Entry. Subject to the rights of subsequent property owners, tenants and other occupants of the Property, the CRA reserves for itself and its representatives, the right to enter upon the Property at a reasonable time to determine whether it is being occupied and maintained in accordance with the terms of this Declaration.

C. Maintenance of the Project.

(i) The Property and all buildings and improvements thereon shall be maintained in a clean, sanitary and safe condition. The Property shall be appropriately landscaped and maintained in accordance with the City's Code of Ordinances. No portion of the Property shall be allowed to become or remain overgrown or unsightly.

(ii) The Property may not constitute a public nuisance for drug-related, prostitution-related, or stolen-property-related public nuisances and criminal gang activity as determined by the standards set forth in § 893.138(2)(a)-(e), Florida Statutes, as currently written or modified.

D. CRA Right to Enforce. The CRA, its successors and assigns, but no other persons or entities, shall be deemed beneficiaries of this Declaration and the covenants provided herein which shall run in favor of the CRA during the term of this Declaration.

The CRA may enforce this Declaration in any judicial proceeding in any court of competent jurisdiction seeking any remedy recognizable at law or in equity, including injunctive relief and specific performance, against any person, firm or entity violating or attempting to violate any term or condition of these covenants. The CRA's failure to enforce any provision contained in this Declaration shall in no event be deemed a waiver or such provision or of the CRA's right to thereafter enforce such provision.

E. Covenants; Binding upon Successors in Interest; Term; Severability.

(i) It is intended and agreed that this Declaration shall run with the land and be binding, to the fullest extent permitted by law and equity, upon the Developer, its successors and assigns, for the benefit and in favor of, and enforceable by the CRA only.

(ii) This Declaration shall become effective upon recordation in the Public Records of Broward County, Florida. The restrictions, covenants, rights, and privileges granted, made, and conveyed herein shall run with the land and be binding on all persons and entities acquiring title to or use of the Property, or any portion thereof, and all persons and entities claiming under them, until that date which occurs five (5) years following the date this Declaration is recorded in the Public Records of Broward County.

When used herein, the term CRA shall mean the Pompano Beach Community Redevelopment Agency, its successors and assigns. The term "Developer" shall mean the person or persons or legal entity or entities holding interests of record to the Property or any portion of the Property. Wherever used herein, the terms "Developer" and CRA shall include their heirs, personal representatives, successors, agents and assigns.

(iii) Invalidation, in whole or in part, of any of the restrictive covenants by judgment of a court of competent jurisdiction shall in no way affect any of the other provisions or parts thereof which will remain in full force and effect.

F. Transfer of Title. During the term of this Declaration, any conveyance of the Property shall be subject to this Declaration and this Declaration shall be expressly referred to in any such conveyance.

G. Amendments, Modifications and Terminations. If the Developer desires to use the Property or any portion thereof for any use other than those permitted hereby, or otherwise desires to modify or terminate this Declaration, the Developer shall be required to apply to the CRA for an amendment of, or termination of these covenants and restrictions as to the particular affected property.

No waiver, modification or termination of this Declaration shall be effective unless contained in a written document formally approved by the CRA. The CRA shall have sole discretion as to whether to modify or terminate any covenants and restrictions as to any portion of the Property.

H. Subordination. CRA acknowledges and agrees that: (i) the terms and provisions of this Declaration and all rights and obligations described herein are and shall be subordinate to the mortgage, security interest and rights granted to any institutional, governmental or other mortgage or financing sources (collectively, "Lenders") in connection with any loans made by such Lenders relating to all or any portion of the Property only as to liens, judgments, monetary encumbrances and other financial obligations arising in connection with this Declaration; (ii) the subordination herein described shall be self-operative and effective without the requirement for the execution of a separate instrument; (iii) although a separate subordination is not required, if required by such Lenders, CRA agrees to execute any agreement reasonably requested of them by such Lenders pursuant to formal approval by the CRA Commission; and (iv) while neither Lenders nor their successors in interest shall be liable for any obligations, claims, violations, liabilities, breaches or other matters arising prior to their acquisition of fee simple title to the Property through foreclosure or deed in lieu of foreclosure, in the event of such acquisition of fee simple title, Lenders or their successors in interest shall be subject to the restrictions and covenants contained in this Declaration.

I. No Discrimination. By accepting a deed for conveyance of any portion of the Property and as part of the consideration thereof, the Developer, its heirs, personal

representatives, successors in interest, and assigns, agrees not to unlawfully discriminate against any person in the exercise of its obligations under this Declaration and to take all such actions without regard to race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully used in the exercise of its obligations under this Declaration.

J. Governing Law and Venue. This Declaration shall be governed by the laws of the State of Florida, both as to interpretation and performance, and the proper venue for any resulting suit at law or in equity shall be instituted and maintained only in courts of competent jurisdiction in Broward County, Florida.

No remedy herein conferred is intended to be exclusive of any other remedy and each such remedy shall be cumulative and in addition to every other remedy provided herein, now or hereafter existing at law or in equity or by statute or otherwise.

IN WITNESS WHEREOF, the Developer has executed this Agreement on the date and year first above written.

Remainder of Page Left Intentionally Blank

DEVELOPER

HADAR HOMES, LLC
a Florida limited liability corporation

WITNESS:

Signature

Print Name

By: _____
Franck Gotsman, Vice-President

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2017, by Franck Gotsman as Vice-President of HADAR HOMES, LLC., a Florida limited liability corporation on behalf of the company. He is personally known to me or has produced _____ (type of identification) as identification.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

Exhibit "A"

Legal Description

620 NW 31 Avenue

Parcel A, S.H. Plat, according to the Plat thereof as recorded in Plat Book 131, Page 6, of the Public Records of Broward County, Florida.

Tax Folio No. 4842-33-40-0010

600 NW 31 Avenue

Parcel A, Horn Plat No. 2, according to the Plat thereof as recorded in Plat Book 129, Page 47, of the Public Records of Broward County, Florida.

Tax Folio No. 4842-33-39-0010

500 NW 31 Avenue

Parcel B, Horn Plat No. 2, according to the Plat thereof as recorded in Plat Book 129, Page 47, of the Public Records of Broward County, Florida.

Tax Folio No. 4842-33-39-0020

300 NW 31 Avenue

Parcel C, Horn Plat No. 2, according to the Plat thereof as recorded in Plat Book 129, Page 47, of the Public Records of Broward County, Florida.

Tax Folio No. 4842-33-39-0030

140 NW 27 Avenue

Parcel A, NW 27th Avenue Plat, according to the Plat thereof as recorded in Plat Book 178, Page 99, of the Public Records of Broward County, Florida.

Tax Folio No. 4842-33-65-0010

Exhibit 6 - Agreement for Re-conveyance

This instrument prepared by:

Nguyen Tran
Pompano Beach CRA
100 W. Atlantic Blvd., Room 276
Pompano Beach, Florida 33060

Folio #'s: 4842-33-40-0010, 4842-33-39-0010
4842-33-39-0020, 4842-33-39-0030
4842-33-65-0010

AGREEMENT FOR RE-CONVEYANCE

For TEN DOLLARS and other good and valuable consideration (the “Re-Conveyance Price”), this Agreement for Re-Conveyance of the following lots: Parcel A of S.H. Plat, Parcel A of Horn Plat No. 2, Parcel B of Horn Plat No. 2, Parcel C of Horn Plat No. 2 and Parcel A of NW 27th Avenue Plat (the “Agreement”) is made and entered into as of _____, 2017 (“Effective Date”) by and between POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY (“CRA”), and HADAR HOMES, LLC, a Florida limited liability corporation, or its designee or assigns (“Developer”).

Property. CRA has agreed to convey to Developer and Developer has agreed to acquire from CRA the following lots: Parcel A of S.H. Plat, Parcel A of Horn Plat No. 2, Parcel B of Horn Plat No. 2, Parcel C of Horn Plat No. 2 and Parcel A of NW 27th Avenue Plat, together with any and all easements, rights of way, privileges, benefits, contract rights, development rights, permits, licenses, approvals, improvements or appurtenances arising from, pertaining to or associated with said real estate (collectively, the “Property”), pursuant to that certain Property Disposition and Development Agreement between Developer and CRA, of even date herewith (the “Development Agreement”). The Property is described on Exhibit “A” attached hereto and made a part hereof.

Developer’s Covenant to Develop Property; Re-Conveyance Upon Certain Events.

Pursuant to the Developer’s proposal dated May 14, 2017, and in accordance with the terms of the Development Agreement, Developer has agreed to construct a 71-unit, rental townhouse development with associated parking, drainage and landscaping on the Property by October 1, 2019 (the “Project”).

Upon written demand from the CRA (“CRA’s Notice”) after Default under the Development Agreement and the expiration of all applicable cure periods, Developer shall re-convey the Property from Developer on the terms and conditions set forth herein if, subsequent to the CRA’s conveyance of the Property to Developer, any of the following events occur:

(a) The Developer (or successor in interest) shall materially Default in or violate its obligations with respect to construction of the Buildings and Improvements or shall abandon or substantially suspend construction work, and any such default, violation, abandonment, or suspension shall not be cured, ended, or remedied after written notice in accordance with the cure period described in the Development Agreement; or

(b) The Developer (or successor in interest) shall fail to pay real estate taxes or

assessments on the Property or any part thereof when due, or shall place or suffer to be placed thereon any encumbrance or lien not authorized by the Agreement, or shall breach any of the terms, conditions or covenants on any authorized encumbrance against the Property, or shall suffer any levy or attachment to be made, or any material men's or mechanic's lien, or any other unauthorized encumbrance or lien to attach, and such taxes or assessments shall not have been paid, or the encumbrance or lien removed, bonded or discharged or provision satisfactory to the CRA made for such payment, removal, bonding or discharge, or shall fail to cure any breach of the various terms and conditions of such encumbrances authorized by this Agreement after written notice and expiration of all applicable cure periods described in the Development Agreement; or

(c) In violation of the Agreement, there is any transfer of the Property or any part thereof, or any change in ownership or control of the Developer contrary to the terms of this Agreement, and such violation is not be cured within thirty (30) days after the CRA's written demand to the Developer; or

(d) *Developer fails to complete construction of the Buildings and Improvements on the Property by October 1, 2019, as contemplated by the Development Agreement. Completion of Project construction shall be evidenced by issuance of the final Certificate of Occupancy for the Buildings and Improvements.*

Upon Developer's continuous ownership and maintenance of the property for more than the 5 year term as required by the Declaration of Covenants and Restrictions and evidenced by the recorded document, the CRA shall execute and record a termination of this Agreement in the Public Records of Broward County.

Property Records; Title Matters. Developer agrees to deliver to CRA at the closing of the re-conveyance (the "Re-Conveyance Closing") the originals or copies of property records described in Section 6(c), below. Developer's title to the Property shall be unencumbered except for (a) those matters of record which exist on the date of the closing of the Developer's acquisition of the Property, (b) customary easements or service agreements entered into between Developer and the providers of utility services, including but not limited to electric, water, sewer, and telecommunications services, and (c) such other matters which do not impair the marketability of title to the Property.

Re-Conveyance Closing Date. The date on which the Re-Conveyance Closing will take place shall be mutually agreed to by CRA and Developer, but in no event later than sixty (60) days following the Developer's receipt of the CRA's Notice.

Developer's Documents. Developer shall execute and deliver to CRA at the Re-Conveyance Closing the following (collectively, "Documents"):

Deed and Authorizing Resolutions. A Warranty Deed (the "Deed") duly executed and acknowledged by Developer, conveying to CRA fee simple marketable title to the Property, together with sufficient authorizing resolutions approved by the general partner of Developer;

No Lien, Gap and FIRPTA Affidavit. An affidavit from Developer attesting that (i) no individual, entity or Governmental Authority (as defined below) has any claim against the Property under the applicable contractor's lien law, (ii) except for Developer, no individual, entity or Governmental Authority is either in possession of the Property or has a possessory interest or claim in the Property and (iii) no improvements to the Property have been made for

which payment has not been made. The affidavit shall also include the certification of non-foreign status required under Section 1445 of the Internal Revenue Code to avoid the withholding of income tax by the CRA. For purposes of this Agreement “Governmental Authority” shall be defined as, any federal, state, county, municipal or other governmental department, entity, authority, commission, board, bureau, court, agency or any instrumentality of any of them.

Property Records. The originals of all development rights, permits, licenses, benefits, consents or approvals, surveys, soil tests, water, sewer, or other utility capacity verification or reservation, development plans, engineering plans or specifications, tests, reports, studies, appraisals, analyses and similar documents or information in the possession of Developer pertaining to the Property, together with an assignment of all of Developer’s right, title and interest with regard thereto.

Closing Statement. A Closing Statement.

Documents to Close. Such other documents as reasonably may be required to consummate the transaction contemplated by this Agreement.

Developer may deliver the Documents to a closing agent designated by CRA prior to the Re-Conveyance Closing, with escrow instructions for the release of the Documents and the disbursement of the Re-Conveyance Price.

Expense Provisions. All reasonable and customary expenses associated with the re-conveyance of the Property to the CRA shall be paid by the Developer at the Re-Conveyance Closing, including state documentary stamps and County surtax (if any) required on the Deed, and reasonable expenses of the CRA’s legal counsel.

Brokers. Developer and CRA hereby represents and warrant to each other that they have not engaged or dealt with any agent, broker or finder with regard to this Agreement or to the re-conveyance of the Property contemplated hereby. Developer and CRA hereby indemnify each other and agree to hold each other free and harmless from and against any and all liability, loss, cost, damage and expense that either party shall ever suffer or incur, because of any claim by any agent, broker or finder who was engaged by either party, for any fee, commission or other compensation with respect to this Agreement or to the re-conveyance of the Property contemplated hereby.

Prorations. Real estate taxes for the year of the Re-Conveyance Closing shall be prorated based upon the most recent ascertainable taxes, without discount if based on an estimate. The parties agree to a re-proration and adjustment of the real estate taxes when the actual tax bill for the year of the Re-Conveyance Closing is received, if the re-proration would yield a payment by one party to the other in excess of \$250.

Agreement Construction. Developer and CRA acknowledge that this Agreement was prepared after substantial negotiations between the parties. This Agreement shall not be interpreted against either party solely because such party or its counsel drafted the Agreement.

Miscellaneous.

Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. It is acknowledged that

Developer will assign its rights under the Contract to an affiliated limited partnership and that upon such assignment all references herein to the “Developer” will be references to the Developer’s assignee under the Contract.

Amendments and Termination. Except as otherwise provided herein, this Agreement may be amended or modified by, and only by, a written instrument executed by CRA and Developer, acting by their respective duly authorized agents or representatives.

Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

Notices. Any notice required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given when delivered, if delivered by hand delivery, or when transmitted by facsimile or deposited with any nationally or regionally established overnight courier service, deposited in the United States Post Office, registered or certified mail, postage prepaid, return receipt requested, if mailed. Notices shall be addressed as follows or as otherwise designated by either party from time to time in writing to the other.

If to CRA: Pompano Beach Community Redevelopment Agency
Attn: Executive Director
100 W. Atlantic Boulevard, Room 276
Pompano Beach, Florida 33060
Telephone: (954) 786-5535
Fax: (954) 786-7836

If to Developer: HADAR HOMES, LLC
Attn: Franck Gotsman, Vice-President
300 South Pine Island Road, Suite 309
Plantation, FL 33324
Telephone: (305) 984-9535
Email: gotsman@aol.com

Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same document.

Facsimile as Writing. The Developer and CRA expressly acknowledge and agree that notwithstanding any statutory or decisional law to the contrary, the printed product of a facsimile transmittal shall be deemed to be written, and a writing, and may be treated as the original document for all purposes under this Agreement.

Interpretation of Agreement. The section and paragraph headings herein contained are for the purposes of identification only and shall not be considered in construing this Agreement. As used in this Agreement, the masculine shall include the feminine and neuter, the singular shall include the plural and the plural shall include the singular as the context may require.

Merger of Prior Agreements. This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and both parties agree there are no commitments, agreements or understandings concerning the subject matter herein that are not contained in this Agreement,

other than that certain Development Agreement of even date herewith between the parties. Accordingly, both parties agree no deviation from the terms herein shall be predicated upon any prior representations or agreements, whether oral or written.

Sovereign Immunity. Nothing contained in this Agreement is intended to serve as a waiver of sovereign immunity to the extent applicable to the CRA.

Attorneys' Fees and Costs. In any litigation arising out of or pertaining to this Agreement, the prevailing party shall be entitled to an award of its attorneys' fees whether incurred before, after or during trial, or upon any appellate level.

Time. Time is of the essence of this Agreement. When any time period specified herein falls or ends upon a Saturday, Sunday or legal holiday, the time period shall be automatically extended through the next ensuing business day.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

In witness whereof, CRA and Developer have caused this Agreement to be executed as of the respective dates set forth below:

CRA:

Signed, Sealed and Witnessed
In the Presence of:

**POMPANO BEACH COMMUNITY
REDEVELOPMENT AGENCY**

Print Name: _____

By: _____
Lamar Fisher, Chairman

Print Name: _____

ATTEST:

Cathy Trenkle, Secretary

Print Name: _____

EXECUTIVE DIRECTOR:
Redevelopment Management Associates, LLC
a Florida limited liability company

By: MetroStrategies, Inc., a Florida corporation
a managing member

By: _____
Kim Briesemeister, President or
Chris Brown, MGR

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2017 by LAMAR FISHER as Chairman of the Pompano Beach Community Redevelopment Agency, who is personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2017 by Cathy Trenkle, Secretary of the Pompano Beach Community Redevelopment Agency, who is personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2017, by Kim Briesemeister, President of MetroStrategies, Inc., or Chris Brown, MGR as Managing Member of Redevelopment Management Associates, LLC on behalf of the limited liability company. She/He is personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

DEVELOPER:

Witnesses:

HADAR HOMES, LLC
A Florida limited liability corporation

By: _____
Franck Gotsman

Title: _____
Vice-President

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2017, by Franck Gotsman as Vice-President of HADAR HOMES, LLC, a Florida limited liability company, on behalf of the company. He is personally known to me or has produced _____ (type of identification) as identification.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

Exhibit "A"
Legal Description

620 NW 31 Avenue

Parcel A, S.H. Plat, according to the Plat thereof as recorded in Plat Book 131, Page 6, of the Public Records of Broward County, Florida.

Tax Folio No. 4842-33-40-0010

600 NW 31 Avenue

Parcel A, Horn Plat No. 2, according to the Plat thereof as recorded in Plat Book 129, Page 47, of the Public Records of Broward County, Florida.

Tax Folio No. 4842-33-39-0010

500 NW 31 Avenue

Parcel B, Horn Plat No. 2, according to the Plat thereof as recorded in Plat Book 129, Page 47, of the Public Records of Broward County, Florida.

Tax Folio No. 4842-33-39-0020

300 NW 31 Avenue

Parcel C, Horn Plat No. 2, according to the Plat thereof as recorded in Plat Book 129, Page 47, of the Public Records of Broward County, Florida.

Tax Folio No. 4842-33-39-0030

140 NW 27 Avenue

Parcel A, NW 27th Avenue Plat, according to the Plat thereof as recorded in Plat Book 178, Page 99, of the Public Records of Broward County, Florida.

Tax Folio No. 4842-33-65-0010

Exhibit 7 - Quit Claim Deed – 140 NW 27 Avenue

PREPARED BY:

Nguyen Tran
Pompano Beach CRA
100 W. Atlantic Blvd., Room 276
Pompano Beach, FL 33060

140 NW 27 Avenue
Folio #: 4842-33-65-0010

QUIT CLAIM DEED

THIS QUIT CLAIM DEED, made this ___ day of _____, 20__, by the POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY, a public body corporate and politic, whose address is 100 West Atlantic Boulevard, Pompano Beach, Florida 33060 (hereinafter called the "Grantor"), to HADAR HOMES, LLC., a Florida limited liability corporation, whose address is 300 South Pine Island Road, Suite 309, Plantation, FL 33324 (hereinafter called the "Grantee").

WITNESSETH

That Grantor, for and in consideration of the sum of TEN and No/100 DOLLARS (\$10.00) and other good and valuable consideration to Grantor in hand paid by Grantee, receipt of which is hereby acknowledged, does hereby remise, release and quit-claim to Grantee forever, all the right title, interest, claim and demand which the Grantor has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Broward, State of Florida, to wit:

Legal Description:

Parcel A, NW 27th Avenue Plat, according to the Plat thereof as recorded in Plat Book 178, Page 99, of the Public Records of Broward County, Florida.

Tax Folio No. 4842-33-65-0010

Said lands lying in the City of Pompano Beach, Florida.

SUBJECT TO: (a) Zoning, restrictions, prohibitions and other requirements imposed by governmental authority; (b) Restrictions appearing on the plat or otherwise common to the subdivision; (c) Public utility easements of record (without serving to impose same); (d) that certain Property Disposition and Development Agreement between Grantor and Grantee recorded in the Public Records of Broward County, Florida.

TO HAVE AND TO HOLD, together with all the tenements, hereditaments and appurtenances thereto belonging or in otherwise appertaining. and all the estate, right, title, interest, and claim whatsoever of the Grantor, either in law or equity, to the use, benefit and behalf of the Grantees.

IN WITNESS WHEREOF, the execution of this Quit Claim Deed by the CRA has been duly authorized by resolution of the CRA.

GRANTOR:

Signed, Sealed and Witnessed
In the Presence of:

**POMPANO BEACH COMMUNITY
REDEVELOPMENT AGENCY**

By: _____

Lamar Fisher, Chairman

Print Name: _____

ATTEST:

Cathy Trenkle, Secretary

Print Name: _____

EXECUTIVE DIRECTOR:

Redevelopment Management Associates, LLC
a Florida limited liability company

By: MetroStrategies, Inc., a Florida corporation
a managing member

Print Name: _____

By: _____

Kim Briesemeister, President or
Chris Brown, MGR

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this ____ day of _____, 2017 by LAMAR FISHER as Chairman of the Pompano Beach Community Redevelopment Agency, who is personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this ____ day of _____, 2017 by CATHY TRENKLE, Secretary of the Pompano Beach Community Redevelopment Agency, who is personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2017, by Kim Briesemeister, President of MetroStrategies, Inc. or Chris Brown, MGR, as Managing Member of Redevelopment Management Associates, LLC on behalf of the limited liability company. She/He is personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

Exhibit 7 – Quit Claim Deed – 300 NW 31 Avenue

PREPARED BY:

Nguyen Tran
Pompano Beach CRA
100 W. Atlantic Blvd., Room 276
Pompano Beach, FL 33060

300 NW 31 Avenue
Folio #: 4842-33-39-0030

QUIT CLAIM DEED

THIS QUIT CLAIM DEED, made this ___ day of _____, 20__, by the POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY, a public body corporate and politic, whose address is 100 West Atlantic Boulevard, Pompano Beach, Florida 33060 (hereinafter called the "Grantor"), to HADAR HOMES, LLC., a Florida limited liability corporation, whose address is 300 South Pine Island Road, Suite 309, Plantation, FL 33324 (hereinafter called the "Grantee").

WITNESSETH

That Grantor, for and in consideration of the sum of TEN and No/100 DOLLARS (\$10.00) and other good and valuable consideration to Grantor in hand paid by Grantee, receipt of which is hereby acknowledged, does hereby remise, release and quit-claim to Grantee forever, all the right title, interest, claim and demand which the Grantor has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Broward, State of Florida, to wit:

Legal Description:

Parcel C, Horn Plat No. 2, according to the Plat thereof as recorded in Plat Book 129, Page 47, of the Public Records of Broward County, Florida.

Tax Folio No. 4842-33-39-0030

Said lands lying in the City of Pompano Beach, Florida.

SUBJECT TO: (a) Zoning, restrictions, prohibitions and other requirements imposed by governmental authority; (b) Restrictions appearing on the plat or otherwise common to the subdivision; (c) Public utility easements of record (without serving to impose same); (d) that certain Property Disposition and Development Agreement between Grantor and Grantee recorded in the Public Records of Broward County, Florida.

TO HAVE AND TO HOLD, together with all the tenements, hereditaments and appurtenances thereto belonging or in otherwise appertaining. and all the estate, right, title, interest, and claim whatsoever of the Grantor, either in law or equity, to the use, benefit and behalf of the Grantees.

IN WITNESS WHEREOF, the execution of this Quit Claim Deed by the CRA has been duly authorized by resolution of the CRA.

GRANTOR:

Signed, Sealed and Witnessed
In the Presence of:

**POMPANO BEACH COMMUNITY
REDEVELOPMENT AGENCY**

By: _____

Lamar Fisher, Chairman

Print Name: _____

ATTEST:

Cathy Trenkle, Secretary

Print Name: _____

EXECUTIVE DIRECTOR:

Redevelopment Management Associates, LLC
a Florida limited liability company

By: MetroStrategies, Inc., a Florida corporation
a managing member

Print Name: _____

By: _____

Kim Briesemeister, President or
Chris Brown, MGR

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this ____ day of _____, 2017 by LAMAR FISHER as Chairman of the Pompano Beach Community Redevelopment Agency, who is personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this ____ day of _____, 2017 by CATHY TRENKLE, Secretary of the Pompano Beach Community Redevelopment Agency, who is personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2017, by Kim Briesemeister, President of MetroStrategies, Inc. or Chris Brown, MGR, as Managing Member of Redevelopment Management Associates, LLC on behalf of the limited liability company. She/He is personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

Exhibit 7 – Quit Claim Deed – 500 NW 31 Avenue

PREPARED BY:

Nguyen Tran
Pompano Beach CRA
100 W. Atlantic Blvd., Room 276
Pompano Beach, FL 33060

500 NW 31 Avenue
Folio #: 4842-33-39-0020

QUIT CLAIM DEED

THIS QUIT CLAIM DEED, made this ___ day of _____, 20__, by the POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY, a public body corporate and politic, whose address is 100 West Atlantic Boulevard, Pompano Beach, Florida 33060 (hereinafter called the "Grantor"), to HADAR HOMES, LLC., a Florida limited liability corporation, whose address is 300 South Pine Island Road, Suite 309, Plantation, FL 33324 (hereinafter called the "Grantee").

WITNESSETH

That Grantor, for and in consideration of the sum of TEN and No/100 DOLLARS (\$10.00) and other good and valuable consideration to Grantor in hand paid by Grantee, receipt of which is hereby acknowledged, does hereby remise, release and quit-claim to Grantee forever, all the right title, interest, claim and demand which the Grantor has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Broward, State of Florida, to wit:

Legal Description:

Parcel B, Horn Plat No. 2, according to the Plat thereof as recorded in Plat Book 129, Page 47, of the Public Records of Broward County, Florida.

Tax Folio No. 4842-33-39-0020

Said lands lying in the City of Pompano Beach, Florida.

SUBJECT TO: (a) Zoning, restrictions, prohibitions and other requirements imposed by governmental authority; (b) Restrictions appearing on the plat or otherwise common to the subdivision; (c) Public utility easements of record (without serving to impose same); (d) that certain Property Disposition and Development Agreement between Grantor and Grantee recorded in the Public Records of Broward County, Florida.

TO HAVE AND TO HOLD, together with all the tenements, hereditaments and appurtenances thereto belonging or in otherwise appertaining. and all the estate, right, title, interest, and claim whatsoever of the Grantor, either in law or equity, to the use, benefit and behalf of the Grantees.

IN WITNESS WHEREOF, the execution of this Quit Claim Deed by the CRA has been duly authorized by resolution of the CRA.

GRANTOR:

Signed, Sealed and Witnessed
In the Presence of:

**POMPANO BEACH COMMUNITY
REDEVELOPMENT AGENCY**

By: _____

Lamar Fisher, Chairman

Print Name: _____

ATTEST:

Cathy Trenkle, Secretary

Print Name: _____

EXECUTIVE DIRECTOR:

Redevelopment Management Associates, LLC
a Florida limited liability company

By: MetroStrategies, Inc., a Florida corporation
a managing member

Print Name: _____

By: _____

Kim Briesemeister, President or
Chris Brown, MGR

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this ____ day of _____, 2017 by LAMAR FISHER as Chairman of the Pompano Beach Community Redevelopment Agency, who is personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this ____ day of _____, 2017 by CATHY TRENKLE, Secretary of the Pompano Beach Community Redevelopment Agency, who is personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2017, by Kim Briesemeister, President of MetroStrategies, Inc. or Chris Brown, MGR, as Managing Member of Redevelopment Management Associates, LLC on behalf of the limited liability company. She/He is personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

Exhibit 7 – Quit Claim Deed – 600 NW 31 Avenue

PREPARED BY:

Nguyen Tran
Pompano Beach CRA
100 W. Atlantic Blvd., Room 276
Pompano Beach, FL 33060

600 NW 31 Avenue
Folio #: 4842-33-39-0010

QUIT CLAIM DEED

THIS QUIT CLAIM DEED, made this ___ day of _____, 20__, by the POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY, a public body corporate and politic, whose address is 100 West Atlantic Boulevard, Pompano Beach, Florida 33060 (hereinafter called the "Grantor"), to HADAR HOMES, LLC., a Florida limited liability corporation, whose address is 300 South Pine Island Road, Suite 309, Plantation, FL 33324 (hereinafter called the "Grantee").

WITNESSETH

That Grantor, for and in consideration of the sum of TEN and No/100 DOLLARS (\$10.00) and other good and valuable consideration to Grantor in hand paid by Grantee, receipt of which is hereby acknowledged, does hereby remise, release and quit-claim to Grantee forever, all the right title, interest, claim and demand which the Grantor has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Broward, State of Florida, to wit:

Legal Description:

Parcel A, Horn Plat No. 2, according to the Plat thereof as recorded in Plat Book 129, Page 47, of the Public Records of Broward County, Florida.

Tax Folio No. 4842-33-39-0010

Said lands lying in the City of Pompano Beach, Florida.

SUBJECT TO: (a) Zoning, restrictions, prohibitions and other requirements imposed by governmental authority; (b) Restrictions appearing on the plat or otherwise common to the subdivision; (c) Public utility easements of record (without serving to impose same); (d) that certain Property Disposition and Development Agreement between Grantor and Grantee recorded in the Public Records of Broward County, Florida.

TO HAVE AND TO HOLD, together with all the tenements, hereditaments and appurtenances thereto belonging or in otherwise appertaining. and all the estate, right, title, interest, and claim whatsoever of the Grantor, either in law or equity, to the use, benefit and behalf of the Grantees.

IN WITNESS WHEREOF, the execution of this Quit Claim Deed by the CRA has been duly authorized by resolution of the CRA.

GRANTOR:

Signed, Sealed and Witnessed
In the Presence of:

**POMPANO BEACH COMMUNITY
REDEVELOPMENT AGENCY**

Print Name: _____

By: _____
Lamar Fisher, Chairman

Print Name: _____

ATTEST:

Cathy Trenkle, Secretary

EXECUTIVE DIRECTOR:

Redevelopment Management Associates, LLC
a Florida limited liability company

Print Name: _____

By: MetroStrategies, Inc., a Florida corporation
a managing member
By: _____
Kim Briesemeister, President or
Chris Brown, MGR

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this ____ day of _____, 2017 by LAMAR FISHER as Chairman of the Pompano Beach Community Redevelopment Agency, who is personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this ____ day of _____, 2017 by CATHY TRENKLE, Secretary of the Pompano Beach Community Redevelopment Agency, who is personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2017, by Kim Briesemeister, President of MetroStrategies, Inc. or Chris Brown, MGR, as Managing Member of Redevelopment Management Associates, LLC on behalf of the limited liability company. She/He is personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

Exhibit 7 – Quit Claim Deed – 620 NW 31 Avenue

PREPARED BY:

Nguyen Tran
Pompano Beach CRA
100 W. Atlantic Blvd., Room 276
Pompano Beach, FL 33060

620 NW 31 Avenue
Folio #: 4842-33-40-0010

QUIT CLAIM DEED

THIS QUIT CLAIM DEED, made this ___ day of _____, 20__, by the POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY, a public body corporate and politic, whose address is 100 West Atlantic Boulevard, Pompano Beach, Florida 33060 (hereinafter called the "Grantor"), to HADAR HOMES, LLC., a Florida limited liability corporation, whose address is 300 South Pine Island Road, Suite 309, Plantation, FL 33324 (hereinafter called the "Grantee").

WITNESSETH

That Grantor, for and in consideration of the sum of TEN and No/100 DOLLARS (\$10.00) and other good and valuable consideration to Grantor in hand paid by Grantee, receipt of which is hereby acknowledged, does hereby remise, release and quit-claim to Grantee forever, all the right title, interest, claim and demand which the Grantor has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Broward, State of Florida, to wit:

Legal Description:

Parcel A, S.H. Plat, according to the Plat thereof as recorded in Plat Book 131, Page 6, of the Public Records of Broward County, Florida.

Tax Folio No. 4842-33-40-0010

Said lands lying in the City of Pompano Beach, Florida.

SUBJECT TO: (a) Zoning, restrictions, prohibitions and other requirements imposed by governmental authority; (b) Restrictions appearing on the plat or otherwise common to the subdivision; (c) Public utility easements of record (without serving to impose same); (d) that certain Property Disposition and Development Agreement between Grantor and Grantee recorded in the Public Records of Broward County, Florida.

TO HAVE AND TO HOLD, together with all the tenements, hereditaments and appurtenances thereto belonging or in otherwise appertaining. and all the estate, right, title, interest, and claim whatsoever of the Grantor, either in law or equity, to the use, benefit and behalf of the Grantees.

IN WITNESS WHEREOF, the execution of this Quit Claim Deed by the CRA has been duly authorized by resolution of the CRA.

GRANTOR:

Signed, Sealed and Witnessed
In the Presence of:

**POMPANO BEACH COMMUNITY
REDEVELOPMENT AGENCY**

By: _____

Lamar Fisher, Chairman

Print Name: _____

ATTEST:

Cathy Trenkle, Secretary

Print Name: _____

EXECUTIVE DIRECTOR:

Redevelopment Management Associates, LLC
a Florida limited liability company

By: MetroStrategies, Inc., a Florida corporation
a managing member

Print Name: _____

By: _____

Kim Briesemeister, President or
Chris Brown, MGR

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this ____ day of _____, 2017 by LAMAR FISHER as Chairman of the Pompano Beach Community Redevelopment Agency, who is personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this ____ day of _____, 2017 by CATHY TRENKLE, Secretary of the Pompano Beach Community Redevelopment Agency, who is personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2017, by Kim Briesemeister, President of MetroStrategies, Inc. or Chris Brown, MGR, as Managing Member of Redevelopment Management Associates, LLC on behalf of the limited liability company. She/He is personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number