

DOCUMENT COVER PAGE

Document Title: RESOLUTION NO 2020/098 AND DEVELOPMENT AGREEMENT
(Warranty Deed, Mortgage, Affidavit, etc.)

Executed By: BILL GANZ, CITY MAYOR

To: N/A

Return Recorded Document to:

Thomas F. Coyle, Jr., Esq.
Greenspoon Marder LLP
200 East Broward Blvd.
Suite 1800
Ft. Lauderdale, FL 33301
Telephone No.: (954) 491-1120

for Weather J. Holterby
SAMANTHA GILLYARD, CMC
CITY CLERK

Resolution 2020/098

conditions of the negotiated Development Agreement, attached as Exhibit "A" (the "Development Agreement"):

- (A) A Waterfront Boardwalk and boat slips to be accessible by the public during the hours of dawn to dusk;
- (B) Improvements to North River Avenue to provide public sidewalk access to the boardwalk and boat slips;
- (C) Sidewalk, landscaping and drainage improvements on NE 1st Avenue adjacent to the property and with an extension to NE 2nd Street;
- (D) A sidewalk on the Property connecting the sidewalk on NE 5th Street to the boardwalk and boat slips;
- (E) A vehicle turnaround on the Property adjacent to North River Avenue that will be accessible to the public;
- (F) A ten (10) inch water main upgrade along NE 1st Avenue between NE 2nd Street and NE 5th Street;
- (G) Rebuild and relocate City Sanitary Sewer Pump Station 48 on City property, specifically folio No. 4743 31 00 0090;
- (H) Improved Street Lighting along N.E. 1st Avenue, including light pole installations and details in public improvement areas that shall match City engineering standards; and
- (I) Undergrounding of power lines along N.E. 1st Avenue to the extent possible.

WHEREAS, the negotiated Development Agreement, attached as Exhibit "A", memorializes the Developer's obligation to construct or provide for the Mitigation Improvements; and

WHEREAS, City Staff recommends that the City Commission approve, and authorize execution of, the Development Agreement, attached as Exhibit "A".

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AS FOLLOWS:

Section 1. The above referenced "Whereas" clauses are true and correct and made a part hereof.

Section 2. The Development Agreement, attached as Exhibit "A", is hereby approved.

Resolution 2020/

Section 3. The Mayor and the City Manager are authorized to execute the Development Agreement, attached as Exhibit "A", together with such non-substantial changes as are acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

Section 4. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 4TH DAY OF AUGUST, 2020.



BILL GANZ, MAYOR

ATTEST:


for SAMANTHA GILLYARD, CMC, CITY CLERK

EXHIBIT "A"

Return to: (enclose self-addressed stamped envelope)

Name: Mark F. Grant, Esq.

Address:

Greenspoon Marder LLP
200 E. Broward Blvd.
Suite 1800
Fort Lauderdale, FL 33301

This Instrument Prepared by:

Mark F. Grant, Esq.
Greenspoon Marder LLP
200 E. Broward Blvd.
Suite 1800
Fort Lauderdale, FL 33301

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DEVELOPMENT AGREEMENT

4th THIS DEVELOPMENT AGREEMENT (the "AGREEMENT") is entered into as of this day of AUGUST, 2020 by and between the **CITY OF DEERFIELD BEACH, FLORIDA** (the "CITY"), a municipal corporation organized and existing under the laws of the State of Florida, whose address is 150 N.E. 2nd Avenue, Deerfield Beach, Florida 33441, and **DEERFIELD DEVELOPMENT RESOURCES, LLC** (the "DEVELOPER"), a Florida limited liability company, whose mailing address is 1769 N.E. 33rd Street, Pompano Beach, Florida 33064.

(Whenever used herein, the term "CITY" shall also include and collectively refer to CITY's respective successors in interest. Whenever used herein, the term "DEVELOPER" shall also include and collectively refer to DEVELOPER's respective heirs, legal representatives, assigns, and successors in title.)

W I T N E S S E T H:

WHEREAS, DEVELOPER is the owner of and/or contract purchaser for approximately 8.37 acres of land, comprised of multiple contiguous parcels, located west of the Dixie Flyover and fronting the south bank of the Hillsboro Canal within the municipal boundaries of the CITY (the "PROPERTY"), as more particularly described in **Exhibit "A"** attached hereto; and

WHEREAS, DEVELOPER proposes to redevelop the PROPERTY with a maximum of 326 multi-family residential dwelling units, within a (6) six-story structure, an attached (4) four-story parking garage, and associated site improvements (the "PROPOSED DEVELOPMENT"); and

WHEREAS, to facilitate the construction of the PROPOSED DEVELOPMENT on the PROPERTY, DEVELOPER submitted applications to the CITY to amend the land use designation and rezone the PROPERTY, and for approval of a major site plan for the PROPERTY (collectively the "APPLICATIONS"); and

WHEREAS, DEVELOPER submitted applications to amend the land use designations of the PROPERTY on the City Land Use Plan (the "LUPA #62A") and the Broward County Land Use Plan (the "PC18-8") from a mix of Residential Low, Residential Moderate, Commercial, and Commercial 2 to Residential Irregular (39 Dwelling Units/Acre) collectively (the "LUPA"); and

WHEREAS, On March 1, 2018, the CITY'S Planning and Zoning Board (the "P&Z") recommended approval of the LUPA; On March 20, 2018, the CITY Commission (the "COMMISSION") approved the transmission of the LUPA to the Broward County Planning Council (the "BCPC"); On May 24, 2018, the BCPC approved the LUPA on first reading; On August 23, 2018, the BCPC approved the LUPA on second reading; On September 13, 2018, the Broward County Commission (the "COUNTY COMMISSION") approved the LUPA on first reading; On September 25, 2018, the COUNTY COMMISSION approved the LUPA on second reading; and, On November 13, 2018, the CITY COMMISSION approved the LUPA on second reading; and

WHEREAS, In connection with the COUNTY COMMISSION'S approval of PC 18-8, DEVELOPER agreed to place certain restrictions on the development of the PROPERTY; and

WHEREAS, DEVELOPER submitted an application to the CITY requesting to rezone the PROPERTY from RS-5 (Residence, Single Family), RM-10 (Residence, Multi-Family), and B-3 (Business, General) to PDD (Planned Development District), City project number 19-R-185 (the "REZONING"); and

WHEREAS, § 98-68(a) of the Deerfield Beach Land Development Code (the "CODE") provides the purpose and intent of the Planned Development District (the "PDD") is to enable quality development for properties that due to the size or characteristics of the property, other implements of zoning regulation provided in the CODE would result in under-utilized or under-developed property; and

WHEREAS, § 98-68(b) of the CODE provides qualifications that all applicants must meet to rezone property to PDD and requires that the applicant provide a statement detailing how the qualifications have been satisfied; and

WHEREAS, § 98-68(c) of the CODE provides that all applicants rezoning to the PDD district must submit a development agreement, including a statement of need, to be considered by the CITY COMMISSION in conjunction with the rezoning application; and

WHEREAS, § 98-68(d) of the CODE provides for creation of property development requirements through a PDD rezoning; and

WHEREAS, DEVELOPER and CITY are desirous of entering into this AGREEMENT in connection with the REZONING and major site plan (CITY project number 19-PDD-01) (the

“SITE PLAN”) for the PROPOSED DEVELOPMENT as may be amended from time to time subject to an amendment to this AGREEMENT with terms acceptable to the CITY.

WHEREAS, this AGREEMENT is for the expressed purpose of defining the responsibility, conditions, terms, restrictions, or other requirements determined to be necessary by the CITY; and

NOW, THEREFORE, for and in consideration of the mutual terms and conditions contained in this AGREEMENT, the sufficiency and adequacy of which are hereby acknowledged by the parties hereto, the parties to this AGREEMENT do hereby agree as follows:

ARTICLE I.
RECITALS, EXHIBITS AND AGREEMENT

- 1.1 RECITALS; EXHIBITS. The foregoing recitals are true and correct and are incorporated, in their entirety, into and made a part of this AGREEMENT as if specifically set forth herein. All exhibits to this AGREEMENT are hereby deemed a part hereof as if set forth herein verbatim.
- 1.2 RECORDING; COVENANTS RUN WITH THE LAND. This AGREEMENT shall not become effective and shall not be recorded in the Public Records of Broward County, Florida, until after approvals by the CITY and COUNTY of the requested APPLICATIONS, including amendments to the CITY and COUNTY land use plan, and the expiration of all appeal periods or, if an appeal is filed, the conclusion of such appeal in a manner that does not affect the approval of the APPLICATIONS by the CITY. The rights, promises, covenants, restrictions, obligations, agreements, and other provisions herein contained which are enforceable by or against DEVELOPER (including their respective successors and assigns) in accordance with the terms of this AGREEMENT, are not personal and shall operate as a covenant running with the land, binding upon and inuring to the benefit of the owner(s) of the PROPERTY. The rights, promises, covenants, restrictions, obligations, agreements, and other provisions herein contained which are enforceable by or against CITY in accordance with the terms of this AGREEMENT, are personal, solely binding upon and inuring to the benefit of CITY (including its successors in interest).
- 1.3 DECLARATION OF RESTRICTIVE COVENANTS. In connection with approval of PC18-8, the DEVELOPER voluntarily agreed to place certain restrictions on the PROPERTY related to height limitations and affordable housing mitigation. DEVELOPER agreed to limit the building height to six (6) stories and pay \$163,500.00 to the CITY to be used for the CITY’S affordable housing programs. Said affordable housing payment shall be made to the CITY at the time of issuance of the first building permit for a residential dwelling unit on the PROPERTY. DEVELOPER agreed to record these restrictions in the Public Records of Broward County, Florida prior to the recertification of the CITY’s land use plan as it relates to LUPA #62A and PC 18-8.

- 1.4 UNIFIED CONTROL AND PERPETUAL MAINTENANCE. DEVELOPER agrees to abide by all conditions and provisions of the LUPA, REZONING, and SITE PLAN approvals granted by the CITY for the PROPERTY. The PROPERTY so planned shall not be developed in any other way except in substantial accord with the conditions, plans, specifications, and requirements approved as part of the LUPA, REZONING, and SITE PLAN for the PROPERTY. DEVELOPER acknowledges that the DEVELOPER or its designee(s) will maintain all common SITE PLAN elements to be constructed on the PROPERTY, such as access drives, entry features, easements, landscaping, irrigation, lighting, shared drainage facilities, utilities, sidewalks, signage, and portions of the BOARDWALK (as defined below) along and abutting the boundary of the PROPERTY, and any other elements necessary to ensure the proper upkeep and maintenance of such elements to be constructed on the PROPERTY.
- 1.5 STATEMENT OF NEED. Pursuant to CODE § 98-68(b), DEVELOPER submitted the statement of need, attached as **Exhibit "B"**, in connection with the REZONING APPLICATION.
- 1.6 COMPLIANCE WITH PDD ELEMENTS. CODE § 98-68(e) Property development requirements state that there are no set dimensional regulations in a PDD zoning district. In conjunction with the REZONING, DEVELOPER proposed the property development requirements to be approved by the CITY COMMISSION as part of the REZONING (the "DEVELOPMENT REQUIREMENTS"). The DEVELOPMENT REQUIREMENTS, attached as **Exhibit "C"**, provide dimensional regulations and any deviations from CODE requirements that apply to the PROPOSED DEVELOPMENT. The PROPOSED DEVELOPMENT will also meet all applicable CODE requirements not modified by the DEVELOPMENT REQUIREMENTS.
- 1.7 MODIFICATION TO PDD, MASTER PLAN, AND SITE PLAN. From time to time, DEVELOPER may have a need to request that the CITY approve amendments to the SITE PLAN and exhibits attached hereto. Provided that said SITE PLAN amendments and/or amendments to exhibits attached hereto meet the criteria in the CODE for administrative site plan amendments as determined by CITY'S Planning and Development Services Director or his/her designee and do not conflict with the terms of this AGREEMENT, no amendments to this AGREEMENT shall be required for such amendments to the SITE PLAN and/or amendments to any exhibits attached hereto. Notwithstanding, in the event a change or modification to the SITE PLAN or exhibits to this AGREEMENT is required by applicable governmental or quasi-governmental authorities, such change or modification will not require an amendment to this AGREEMENT.
- 1.8 SIDEWALKS. Any sidewalk across proposed driveways on or adjacent to the PROPERTY shall be constructed by DEVELOPER in compliance with all City of Deerfield Beach, State and Federal ADA requirements.

- 1.9 ACCESS TO AND FROM NE 1ST AVENUE. Vehicular access to the PROPERTY from NE 1st Avenue as shown on the approved SITE PLAN is restricted to service, delivery, and emergency vehicles only. No tractor-trailers shall be allowed.
- 1.10 MAINTENANCE OF FIRE ACCESS LANE. DEVELOPER agrees to keep all fire access lanes shown on the approved SITE PLAN free and clear of any obstructions that could prevent access to the PROPERTY. DEVELOPER agrees to provide perpetual maintenance of fire lanes shown on the approved SITE PLAN.
- 1.11 UTILITIES. To the extent FPL will permit DEVELOPER to do so, DEVELOPER shall replace the existing FPL pole on NE 1st Avenue located approximately 329+/- feet from the south PROPERTY limits with a concrete pole to be located in a nearby location acceptable to FPL and the CITY. Prior to the issuance of the temporary certificate of occupancy for the last floor in the PROPOSED DEVELOPMENT, DEVELOPER shall record in the public records of Broward County a utility easement for this new pole. All on-site utility lines on the PROPERTY shall be undergrounded by the DEVELOPER.

ARTICLE II.
BOARDWALK IMPROVEMENTS AND RECREATION AND OPEN SPACE IMPACT
FEE CREDIT

- 2.1 BOARDWALK IMPROVEMENTS. In accordance with the PDD Code requirements, DEVELOPER has agreed to provide public improvements that create a substantial public benefit over and above what would be required by CODE. DEVELOPER has agreed to construct and maintain a boardwalk, boat docks, signage, wood pilings, gangways, and floating docks (the "BOARDWALK") along and abutting the boundary of the PROPERTY as permitted by applicable permitting authorities in substantial conformity as depicted and attached as **Exhibit "D"**. Said BOARDWALK shall be completed prior to the issuance of the temporary certificate of occupancy for the last floor in the PROPOSED DEVELOPMENT according to the approved SITE PLAN. Said BOARDWALK shall be constructed and maintained in compliance with all applicable laws and shall also comply with additional restrictions and requirements contained herein.
- 2.2 PUBLIC ACCESS TO BOARDWALK. DEVELOPER agrees to allow the public to access the BOARDWALK seven (7) days a week during the hours of dawn to dusk by way of sidewalk connections on the PROPERTY to existing public sidewalks along NE 5th Street and North River Avenue. The public access locations are depicted in and attached as **Exhibit "E"**. DEVELOPER agrees to record a public access easement, in substantial conformity with the City form provided as **Exhibit "F"** and acceptable to the City Attorney, on the BOARDWALK and the sidewalk on the PROPERTY that connects to NE 5th Street. DEVELOPER shall record said access easement in the public records of

Broward County prior to the issuance of the temporary certificate of occupancy for the last floor in the PROPOSED DEVELOPMENT according to the approved SITE PLAN. DEVELOPER shall provide a sign on any gates constructed at the public access points to express the hours of public access and hours closed to the public. DEVELOPER shall not lock said gates during the hours of public access.

- 2.3 CONSTRUCTION COST ESTIMATE FOR BOARDWALK. The construction cost estimate for the improvements listed above to be designed and constructed by the DEVELOPER is attached as **Exhibit "G"**.
- 2.4 RECREATION AND OPEN SPACE IMPACT FEE CREDIT. CITY agrees that the design and construction of the above BOARDWALK improvements, and the public access to such improvements, are sufficient to satisfy the requirements of § 98-17(12)(b) of the CODE related to compliance with recreation and open space requirements. Accordingly, the CITY shall not require DEVELOPER to pay recreation and open space impact fees or dedicate park land related to the PROPOSED DEVELOPMENT.

ARTICLE III.

OTHER PUBLIC BENEFIT IMPROVEMENTS

All roadway and related improvements listed below shall be completed prior to the issuance of the temporary certificate of occupancy for the last floor in the PROPOSED DEVELOPMENT according to the approved SITE PLAN.

- 3.1 NORTH RIVER AVENUE: DEVELOPER shall, at no cost to CITY, construct a new 5-foot sidewalk, curb and gutter, aluminum gate, catch basins and exfiltration trench (where necessary), and decorative lighting along North River Avenue adjacent to the PROPERTY. Said improvement shall extend to the BOARDWALK. Said improvement shall also extend to NE 1st Avenue subject to available right-of-way at the time the first engineering or building permit is issued for the Property, whichever first occurs. DEVELOPER is not obligated to acquire any right-of-way for the improvement. The limits of said improvement are depicted in and attached as **Exhibit "H"**. The decorative lighting to be used for this improvements and the NE 1st Avenue improvement below is depicted in and attached as **Exhibit "I"**. The schematic cross-section of said improvement is depicted in and attached as **Exhibit "J"**. DEVELOPER shall not close North River Avenue to the public. Detailed design drawings shall be provided as part of engineering and building permit applications.
- 3.2 NE 1ST AVENUE: DEVELOPER shall, at no cost to CITY, construct a new 8-foot sidewalk, curb and gutter, catch basins and exfiltration trenches, where necessary, landscaping, and decorative lighting (depicted in Exhibit "I") along NE 1st Avenue adjacent to the PROPERTY. Said improvement shall extend to NE 2nd Street subject to available right-of-way at the time the first engineering or building permit is issued for the PROPERTY, whichever first occurs. DEVELOPER is not obligated to acquire any right-of-way for the improvement.

Said improvement shall extend to the centerline of the road. The typical cross-section and limits of this improvement are depicted in and attached as **Exhibit "K"**. Detailed design drawings to be provided as part of engineering permit and building permit drawings.

- 3.3 PUBLIC BENEFIT REQUIREMENTS OF PDD. CITY agrees that design and construction of the BOARDWALK improvements provided in Article II together with the Public Benefit Improvements provided in Article III and Required Off-Site Improvements provided in Article IV are sufficient to satisfy the public benefit requirements of the PDD.

ARTICLE IV. **REQUIRED OFF-SITE IMPROVEMENTS**

All improvements listed below shall be completed by DEVELOPER prior to the issuance of the temporary certificate of occupancy for the last floor in the PROPOSED DEVELOPMENT according to the approved SITE PLAN:

- 4.1 NE 5TH STREET SIDEWALK CONNECTION: DEVELOPER shall, at no cost to the CITY, construct a new 5-foot sidewalk on the PROPERTY from the existing sidewalk on NE 5th Street to the BOARDWALK, including an aluminum gate at the entrance to the PROPERTY, and make any necessary improvements to such portion of NE 5th Street so that it meets applicable ADA standards. The limits of said improvement and location of the gate are depicted in and attached as **Exhibit "L"**. Upon completion of said improvement, DEVELOPER shall provide CITY with an access easement in substantial conformity with that provided and attached as **Exhibit "G"** and approved by the City Attorney. DEVELOPER shall, at no cost to the CITY, repair any portions of the sidewalk depicted in and attached as **Exhibit "M"** necessary for said sidewalk to comply with the Americans with Disability Act ("ADA").
- 4.2 VEHICLE TURNAROUND AT TERMINUS OF NORTH RIVER AVENUE: DEVELOPER shall at no cost to CITY, provide a vehicle turn around area for public access in the fire lane shown on the SITE PLAN designed to accommodate a box truck. The portion of the fire lane that is needed for the vehicle turn around area shall be paved. The area used for the turn-around shall include appropriate fencing and gates as approved by the CITY. A schematic drawing of said vehicle turnaround is depicted in and attached as **Exhibit "N"**. Upon completion of said improvement, DEVELOPER shall provide CITY with an access easement for those areas to be used by the public for vehicle turnaround in substantial conformity with that provided and attached as **Exhibit "O"** and approved by the City Attorney.
- 4.3 NE 1ST AVENUE WATER MAIN UPGRADE: Developer shall, at no cost to the CITY, install a ten (10) inch water main upgrade along NE 1st Avenue between NE 2nd Street and the north property line. The limits and schematic drawing of said water main improvement are provided as **Exhibit "P"**.

- 4.4 SANITARY SEWER PUMP STATION 48: DEVELOPER agrees to design, permit and construct a new sanitary sewer pump station to replace the existing Sanitary Sewer Pump Station 48 ("STATION 48") on the property owned by CITY and described with folio number 4743 31 00 0090 ("CITY LAND"). DEVELOPER shall construct STATION 48 in the approximate location depicted in and provided as **Exhibit "Q"**. DEVELOPER will provide all required design, construction, commissioning and maintenance of services during construction of the new Sanitary Sewer Pump Station 48 replacement, Gravity Sanitary Sewer Mains, Sewer Laterals and Force Main mains (abandonment and replacement) as required. CITY shall provide that portion of CITY LAND needed to construct STATION 48 at no cost to DEVELOPER and shall provide for perpetual maintenance of STATION 48. DEVELOPER shall provide design drawings for STATION 48 as part of engineering permits and building permits for the PROPOSED DEVELOPMENT. STATION 48 shall be designed to comply with specifications depicted in and provided as **Exhibit "R"**.
- 4.5 LANDSCAPE IN FEC RIGHT-OF-WAY. DEVELOPER and CITY are desirous of having additional landscape materials installed in the FEC right-of-way adjacent to the PROPERTY. DEVELOPER agrees to make all reasonable efforts to enter into an agreement with the FEC for DEVELOPER to enhance the FEC right-of-way adjacent to the PROPERTY with additional landscape material, at no cost to the CITY. Any landscaping installed by the DEVELOPER must be consistent with FEC approved landscape plans. An amendment to this AGREEMENT and SITE PLAN are not required for the additional landscape material in the FEC right-of-way.
- 4.6 RESTORATION OF PUBLIC IMPROVEMENTS. Any public improvements damaged by the contractor during demolition and/or construction shall be replaced to the equal or better condition that existed prior to demolition and/or construction at the DEVELOPER'S expense, within 14 days of receipt of notice from CITY, unless further extension is granted by City Manager or his/her designee.

ARTICLE V. MISCELLANEOUS

- 5.1 AGREEMENT. This AGREEMENT sets forth all of the promises, covenants, agreements, conditions and understandings between the parties hereto, and supersedes all prior and contemporaneous agreements, understandings, inducements or conditions, express or implied, oral or written.
- A. This AGREEMENT may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall, together, constitute the same instrument.
 - B. This AGREEMENT shall be construed in accordance with the laws of the State of Florida, without regard to its conflict of laws principles, and any

proceeding arising between the parties in any manner pertaining to this AGREEMENT shall, to the extent permitted by law, be held in Broward County, Florida.

- C. The parties agree to execute such documents and take such actions as are necessary to implement the spirit and intent of this AGREEMENT.
- D. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, and neuter, singular or plural, as the identity of the party or parties, personal representative(s), successor(s) or assign(s) may require. All captions or headings used in this AGREEMENT are for convenience only and do not define or limit the scope of this AGREEMENT. This AGREEMENT shall be construed without regard to any presumption or other rule that would require construction against the party causing this AGREEMENT to be drafted.

- 5.2 SEVERABILITY. If any court of competent jurisdiction shall declare any section, paragraph or part of this Declaration invalid or unenforceable, then such judgment or decree shall have no effect on the enforcement or validity of any other section, paragraph or part hereof, and the same shall remain in full force and effect. The agreed upon venue shall be Broward County, Florida.
- 5.3 DEFAULT. In the event of DEVELOPER's default under this AGREEMENT, CITY shall be entitled to any and all remedies available under Florida law, and CITY shall be entitled to deny the issuance of development related permits for the construction of the PROPOSED DEVELOPMENT while DEVELOPER's default is then-continuing and ongoing, including, but not limited to, denial of building permits and certificates of occupancy. In the event CITY defaults under this AGREEMENT, DEVELOPER shall be entitled to any and all remedies available under Florida law, including (without limitation) injunctive relief specific performance. Except to the extent that CITY's acts or omissions constitute gross and/or criminal negligence, DEVELOPER shall not be entitled to recover monetary damages (excluding attorneys' fees and costs) from CITY in the event CITY defaults under this AGREEMENT. Nothing contained herein shall be construed as expanding, limiting, or otherwise altering the scope of the CITY's sovereign immunity, protection and the recovery limits as set forth in Fla. Stat. § 768.28, as such may be amended from time to time.
- 5.4 NOTICE. All notices, demands, correspondence and communication in connection with this AGREEMENT must be in writing and shall be deemed to have been delivered on the date post-marked by mailing the same by certified mail, or on the date sent by overnight or the express courier, addressed to the respective parties at the following addresses:

If to CITY: CITY OF DEERFIELD BEACH
City Manager
150 N. E. 2nd Avenue
Deerfield Beach, FL 33441

With a copy: Anthony Soroka, Esq.
City Attorney
1200 N. Federal Highway
Suite 312
Boca Raton, FL 33441

If to DEVELOPER: Deerfield Development Resources, LLC
Attn: Chris Partridge
1769 NE 33rd Street
Pompano Beach, FL 33064

With a copy: Greenspoon Marder LLP.
Attn: Mark F. Grant, Esq.
200 E. Broward Boulevard
Suite 1800
Fort Lauderdale, FL 33301

- 5.5 AMENDMENTS; MODIFICATIONS. Except as otherwise provided herein, this AGREEMENT shall not be modified, amended, or released as to any portion of the PROPERTY except by written instrument, executed by the parties hereto. Any amendment, modification, or release of this AGREEMENT shall be recorded in the Public Records of Broward County, Florida.
- 5.6 FORCE MAJEURE. No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this AGREEMENT, for any failure or delay in fulfilling or performing any term of this AGREEMENT, when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control, including, without limitation: (a) acts of God; (b) flood, fire, earthquake, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (d) government order or law; (e) actions, embargoes, or blockades in effect on or after the date of this AGREEMENT; (f) action by any governmental authority, excluding those actions which are taken as result of DEVELOPER's misconduct; (g) national or regional emergency; (h) strikes, labor stoppages or slowdowns, or other industrial disturbances; and (i) shortage of adequate power or transportation facilities (individually and collectively, a "FORCE MAJEURE EVENT"). The party suffering a FORCE MAJEURE EVENT shall give notice to the other party within five (5) business days after the commencement of the continuing FORCE MAJEURE EVENT, stating the period of time the occurrence is expected to continue and such party shall use all commercially reasonable

efforts to end the failure or delay and ensure the effects of such FORCE MAJEURE EVENT are minimized.

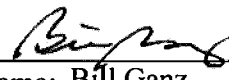
- 5.7 WAIVER. Nothing in this AGREEMENT shall waive any other lawful development requirement for the PROPERTY raised by the applicable governmental authorities or any other requirements under the CODE, or any other development agreements in effect relating to the PROPERTY.
- 5.8 INCONSISTENCIES WITH SITE PLAN; CONTROLLING DOCUMENTS. In the event of a specific inconsistency in the terms set forth in this AGREEMENT and the approved SITE PLAN, this AGREEMENT shall control.
- 5.9 ENTIRE AGREEMENT. Notwithstanding anything contained herein to the contrary, this AGREEMENT, together with any conditions of approvals related to LUPA, REZONING, and SITE PLAN, including any related exhibits and schedules attached hereto, constitutes the sole and entire agreement of the parties hereto with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, promises, inducements, conditions, agreements, representations, and warranties between the parties hereto with respect to such subject matter, regardless of whether such is written, oral, express, or implied.

**[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK;
SIGNATURES APPEAR ON THE FOLLOWING PAGES.]**

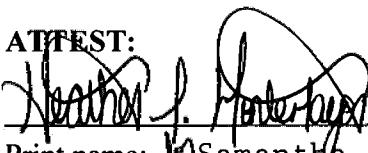
IN WITNESS WHEREOF, the parties have made and executed this AGREEMENT on the respective dates under each signature.

CITY:

CITY OF DEERFIELD BEACH, FLORIDA,
a Florida municipal corporation

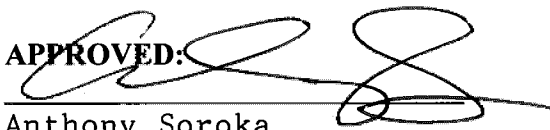
By: 
Print name: Bill Ganz
Title: Mayor
Dated: 8.4.20

ATTEST:


Print name: Samantha Gillyard
Title: City Clerk

(SEAL)

APPROVED:

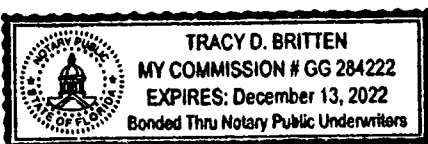

Anthony Soroka
CITY ATTORNEY

STATE OF FLORIDA)
) SS:
COUNTY OF BROWARD)

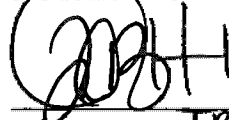
The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, in the County and State last aforesaid this 7th day of August, 2020, by David Santucci as City Manager of the **CITY OF DEERFIELD BEACH, FLORIDA**, a Florida municipal corporation, freely and voluntarily under authority duly vested in him/her by said municipal corporation, and who is personally known to me or has produced _____ as identification.

(SEAL)

My commission expires:



NOTARY PUBLIC:

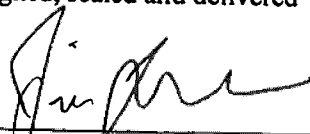
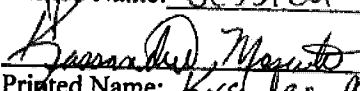

Print name: TRACY BRITTEN

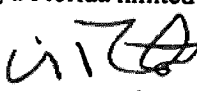
IN WITNESS WHEREOF, DEVELOPER has executed this Agreement on the day written below.

DEVELOPER:

Signed, sealed and delivered

DEERFIELD DEVELOPMENT RESOURCES,
LLC, a Florida limited liability company


Printed Name: Jessica Lower

Printed Name: Kassandra Moscato

By: 
Name: Christopher Partridge
Title: Manager
Dated: 4/7/2021

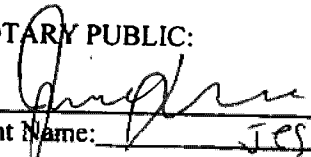
STATE OF FLORIDA)
) SS
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 7th day of April, 2020, by Chris Partridge, as owner of DEERFIELD DEVELOPMENT RESOURCES, LLC, a Florida limited liability company. He or she is:
☒ personally known to me, or
☐ produced identification. Type of identification produced _____.

(Seal)



NOTARY PUBLIC:


Print Name: Jessica Lower

My commission expires:

JOINDER OF MORTGAGEE

Amerant Bank, N.A., a national banking association ("**Mortgagee**"), is the holder of that certain mortgage on the Property executed by Deerfield Development Resources, LLC, a Florida limited liability company and Marina First, LLC, a Florida limited liability company dated December 21, 2020, and recorded December 28, 2020 as Instrument #116951779 of the Public Records of Broward County, Florida (the "**Mortgage**").

Mortgagee does hereby join in this Agreement to consent to this Agreement and agrees that the lien of the Mortgage shall be subordinate to the easements and rights contained in the Agreement.

MORTGAGEE:

Signed, sealed and delivered
in the presence of:

(Signature)

Leslie Corte

Print Name

(Signature)

Roberto Ahlers

Print Name

Amerant Bank, N.A., a national banking
association

By:

Print name:

Title:

Dated:

Claudia Roffman
Claudia Roffman
Senior Vice President
4/8/21

STATE OF Florida)
COUNTY OF Miami-Dade) SS:

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, in the County and State last aforesaid this 8th day of April, 2021, by Claudia Roffman, as an authorized signatory of Amerant Bank, N.A., a national banking association, freely and voluntarily under authority duly vested in him/her by said Bank, and who is personally known to me or has produced Bank as identification.

NOTARY PUBLIC:
(SEAL)

My commission expires:

Print name:

Eduardo J Marino

41768509.13 48079.0006

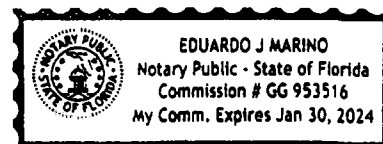


EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY

PARCEL 1:

LOTS 1, 2, 3, 4, 5, 7, 8, 9, AND 10 OF MAP OF COSDEN & BRACKNELL ADDITION TO DEERFIELD, ACCORDING TO THE PLAT THEREOF AS FILED FOR RECORD IN PLAT BOOK 6, PAGE 9, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, AND AS RECORDED IN PLAT BOOK I, PAGE 25 OF THE PALM BEACH COUNTY TRANSCRIPT OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, TOGETHER WITH THAT PART OF VACATED COSDEN STREET LYING WITHIN SAID LOTS, ALL OF SAID LOTS NOW LYING AND BEING IN BROWARD COUNTY, FLORIDA;

AND

PARCELS A AND B OF PENNELL FAMILY PLAT, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 160, PAGE 23 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA;

AND

LOT 7, BLOCK 1, OF RIVERVIEW TERRACE, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 59, PAGE 34 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

PARCEL 2:

LOTS 11 AND 12 OF MAP OF COSDEN & BRACKNELL ADDITION TO DEERFIELD, ACCORDING TO THE PLAT THEREOF AS FILED FOR RECORD IN PLAT BOOK 6, PAGE 9, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, AND AS RECORDED IN PLAT BOOK I, PAGE 25 OF THE PALM BEACH COUNTY TRANSCRIPT OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, TOGETHER WITH THAT PART OF VACATED COSDEN STREET LYING WITHIN SAID LOTS. SAID LANDS NOW SITUATE, LYING AND BEING IN BROWARD COUNTY, FLORIDA.

PARCEL 3:

LOT 6 OF MAP OF COSDEN & BRACKNELL ADDITION TO DEERFIELD, ACCORDING TO THE PLAT THEREOF AS FILED FOR RECORD IN PLAT BOOK 6, PAGE 9, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, AND AS RECORDED IN PLAT BOOK I, PAGE 25 OF THE PALM BEACH COUNTY TRANSCRIPT OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, TOGETHER WITH THAT PART OF VACATED COSDEN STREET LYING WITHIN LOT 6. SAID LANDS NOW SITUATE, LYING AND BEING IN BROWARD COUNTY, FLORIDA.

TOGETHER WITH:

LOTS 13, 14 AND 15, OF COSDEN AND BRACKNELL ADDITION TO DEERFIELD, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 6, PAGE 9, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA. SAID LANDS NOW SITUATE, LYING AND BEING IN BROWARD COUNTY, FLORIDA.

TOGETHER WITH:

ALL THAT CERTAIN SUBDIVISION KNOWN AS ANTIBES DEVELOPMENT PLAT, RECORDED IN PLAT BOOK 150, PAGE 11, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, AND ALL THAT CERTAIN SUBDIVISION KNOWN AS ANTIBES DEVELOPMENT PLAT II, RECORDED IN PLAT BOOK 150, PAGE 26, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

TOGETHER WITH:

THE NORTH 66 FEET OF THE EAST ONE-HALF (E 1/2) OF THE NORTHEAST ONE-QUARTER (NE 1/4) OF THE SOUTHWEST ONE-QUARTER (SW 1/4) OF THE SOUTHWEST ONE-QUARTER (SW 1/4) OF SECTION 31, TOWNSHIP 47 SOUTH, RANGE 43 EAST, BROWARD COUNTY, FLORIDA; LESS THE EAST 136 FEET THEREOF AND LESS AND EXCEPT THE WEST 25 FEET THEREOF FOR N.E. 1ST AVENUE.

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF ANTIBES DEVELOPMENT PLAT AS RECORDED IN PLAT BOOK 150, PAGE 11 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA;
THENCE, ALONG THE WEST LINE OF SAID ANTIBES DEVELOPMENT PLAT, ANTIBES DEVELOPMENT PLAT AS RECORDED IN PLAT BOOK 150, PAGE 26, PENNELL FAMILY PLAT PARCEL "A" AND PARCEL "B" AS RECORDED IN PLAT BOOK 160, PAGE 23 ALL OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, SAID LINE ALSO BEING THE EAST RIGHT-OF-WAY LINE OF NORTHEAST 1ST AVENUE, NORTH 00°47'14" WEST, A DISTANCE OF 666.68 FEET; THENCE, DEPARTING SAID WEST PLAT LINE AND EASE RIGHT-OF-WAY LINE, NORTH 88°36'10" EAST, ALONG THE WESTERLY EXTENSION OF AND THE SOUTH LINE THEREOF OF RIVERVIEW TERRACE REPLAT, BLOCK 1, AS RECORDED IN PLAT BOOK 60, PAGE 40 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, A DISTANCE OF 436.23 FEET TO THE SOUTHWEST CORNER OF LOT 7, RIVERVIEW TERRACE, PLAT BOOK 59, PAGE 34, PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE, ALONG THE WEST, NORTH AND EAST LINES OF SAID LOT 7 THE FOLLOWING FIVE (5) COURSES; NORTH 01°23'50" WEST, A DISTANCE OF 86.01 FEET; THENCE NORTH 12°42'26" WEST, A DISTANCE OF 25.50 FEET, THENCE NORTH 88°38'10" EAST, A DISTANCE OF 20.00 FEET, THENCE NORTH 24°51'10" EAST, A DISTANCE OF 21.88 FEET, THENCE SOUTH 57°10'50" EAST, A DISTANCE OF 117.01 FEET TO A POINT OF INTERSECTION WITH THE APPROXIMATE EDGE OF WATER OF THE HILLSBORO RIVER; THENCE, ALONG SAID APPROXIMATE EDGE OF WATER THE FOLLOWING SIXTEEN (16) COURSES; SOUTH 30°00'28" WEST, A DISTANCE OF 188.11 FEET; THENCE SOUTH 08°41'03" WEST, A DISTANCE OF 99.81 FEET; THENCE SOUTH 09°41'03" WEST, A DISTANCE OF 11.10 FEET; THENCE SOUTH 07°00'26" WEST, A DISTANCE OF 18.86 FEET; THENCE SOUTH 15°50'49" WEST, A DISTANCE OF 32.10 FEET; THENCE SOUTH 15°19'51" EAST, A DISTANCE OF 63.92 FEET; THENCE SOUTH 29°07'20" EAST, A DISTANCE OF 34.14 FEET; THENCE SOUTH 19°18'52" EAST, A DISTANCE OF 45.80 FEET; THENCE SOUTH 38°41'20" EAST, A DISTANCE OF 14.65 FEET; THENCE SOUTH 52°56'26" EAST, A DISTANCE OF 12.21 FEET; THENCE SOUTH 21°27'01" EAST, A DISTANCE OF 34.30 FEET; THENCE SOUTH 29°18'20" EAST, A DISTANCE OF 11.69 FEET; THENCE SOUTH 25°02'19" EAST, A DISTANCE OF 10.03 FEET; THENCE SOUTH 14°56'30" EAST, A DISTANCE OF 20.93 FEET; THENCE SOUTH 22°09'06" EAST, A DISTANCE OF 11.63 FEET; THENCE SOUTH 78°54'42" EAST, A DISTANCE OF 18.95 FEET; THENCE SOUTH 11°22'50" EAST, A DISTANCE OF 4.72 FEET TO A POINT OF INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF NORTH RIVER AVENUE; THENCE, ALONG SAID WESTERLY LINE SOUTH 35°59'30" WEST, A DISTANCE OF 399.38 FEET TO THE SOUTHEAST CORNER OF LOT 1 OF J R HORNES SUB AS RECORDED IN PLAT BOOK 5, PAGE 30 OF THE PUBLIC RECORDS BROWARD COUNTY, FLORIDA; THENCE, ALONG THE EAST LINE OF SAID LOT 1 NORTH 00°42'14" WEST, A DISTANCE OF 149.23 FEET TO THE NORTH EAST CORNER OF SAID LOT 1; THENCE, ALONG THE NORTH LINES OF LOTS 1 THROUGH 7 OF SAID J R HORNES SUB, SOUTH 88°59'53" WEST, A DISTANCE OF 305.85 FEET TO THE POINT OF BEGINNING.

SAID LANDS LYING SECTION 31, TOWNSHIP 47 SOUTH, RANGE 43 EAST, BROWARD COUNTY, FLORIDA.

EXHIBIT “B”

STATEMENT OF NEED

Per the City of Deerfield Beach Land Development Code Sec. 98-68(b), the subject PDD meets the statement of need as demonstrated below:

- (1) The development and redevelopment of properties is apparent;

The applicant intends to redevelop the subject site with a 326-unit residential development. To that end, the applicant is submitting applications for site plan and rezoning to accomplish the proposed redevelopment of the site. A land use plan amendment to Irregular (39) residential was approved for the site.

- (2) The development and re-development of properties shall enhance the economic development strategies of the City of Deerfield Beach; and

The subject site is currently underutilized. The development of the site with residential units will increase the City’s tax base and add residents who could support the City’s businesses including the nearby Local Activity Center, an area the City targeted for redevelopment.

Based upon a review of the City’s Citywide Economic Development Strategy report, the proposed project furthers the City’s economic development strategy in a number of ways. The project will enhance the quality of life for residents through the expansion of the local tax base and by diversifying the City’s housing composition. According the report, based on wage data, many higher paid professionals working in the City of Deerfield Beach choose to live outside the City. The mix of units and the proximity of the subject site to Pioneer Grove expands opportunities for a greater range of housing and neighborhood choices to attract new residents including young professionals and new business owners. The City’s housing stock is relatively older. The proposed residential project will address that weakness by infusing the City with fresh, new housing options.

The unifying theme of the City’s economic development strategy is “Vibrant Coastal City”. The proposed project supports the City’s Livable Neighborhoods Strategy to achieve such a place in the following ways:

- ***Compact* - Providing density to help support transit service and neighborhood-serving businesses.**
- ***Sustainable/Diverse* - Providing a greater mix of uses and housing types in City Neighborhoods to create more lifestyle options and a more compact development pattern.**
- ***Healthy and Green/Connectivity* - Public access to boardwalk along Vista Clara Residential waterfront during daylight hours.**
- **Improved neighborhood interface – architectural design, landscaping, lighting, façade treatments, improved pedestrian experience.**

Additionally, it should be noted that the proposed project also supports, circuitously, the City's marine economy, which is one of the City's established industry clusters. A marina currently exists on the site, known as Pennell, and another marina exists nearby to the northwest, known as Freedom Marine. The applicant is redeveloping the marina known as Freedom Marine as a much-improved marina with additional capacity that will also accommodate boats currently located at the Pennell marina site.

- (3) The development of properties with unique property characteristics, natural or manmade, that impede the development of these properties under the strict application of the regulations of the Land Development Code.

The subject site is currently zoned RS5, RM10, and B3. The rezoning of the site to PDD will unify the zoning district for the site and will also allow the applicant to customize setbacks, buffers and building siting/orientation that is sensitive to and compatible with the surrounding area and that is not typical of a standard zoning district. The existing zoning districts are intended for retail and low-density residential development which is not consistent with the recently approved land use plan amendment to Irregular (39) Residential.

The waterfront location of the site is a unique characteristic and the PDD district allows the developer to tailor regulations in order to make the most of that characteristic and provide an elevated residential product to future residents. In addition, the boardwalk along the project's waterfront is private but will be open to the public during daylight hours, offering a substantial public benefit.

The PDD proposes alternatives to certain standard development regulations such as maximum height and setbacks. The alternatives proposed allow the developer to provide a higher standard of project design and amenities, balanced within reasonable standards. For example, maximum height proposed is 65 feet. This alternative allows for the construction of a financially feasible quantity of units while also providing a mix of unit sizes including larger units of +/-1,500 square feet. The orientation of units and amenity areas embrace the scenic views of the water and green areas and upper units will have even greater scenic advantages. As part of the land use plan amendment approved for the site, the applicant voluntarily committed to restrict the site to a maximum of six (6) stories. In order to balance the proposed PDD height, the architecture of the building has been designed to minimize impacts to the adjacent neighborhood through step back features and garage features including planters with climbing vines that disguise the horizontality of the façade. The ability to increase the vertical height of the development allows for larger units and superior amenities. Additionally, the curved shape of the eastern property line dictates the layout and orientation of the site in a manner that follows the coastline, which squeezes the site inward in this area.

EXHIBIT "C"**DEVELOPMENT REQUIREMENTS**

Development Requirements					
	Required (Existing Zoning)			Provided (PDD)	Justification
	B-3	RS-5	RM-10		
Lot Area, Min.	6,000 sf	7,000 sf	7000 sf	8.4 acres	N/A
Lot Width, Min.	50 ft	70 ft	70 ft	666'	N/A
Density, Max.				39 DU/AC	Proposed max. density is consistent with the underlying land use designation.
Building Height, Max.	50'	35'	35'	65-0'	<p>The proposed maximum building height is 65 ft. In consideration of public input, the applicant committed to restrict the site to a maximum of six (6) stories as part of the land use plan amendment approved for the site. Additionally, the RM25 zoning district permitting a similar level of development of 25 du/ac (and up to 38 du/ac for tourist accommodations) permits a maximum height of 55 feet which is just 10 feet different from the 65 feet proposed.</p> <p>The proposed maximum building height allows for the construction of a financially feasible quantity of units while also providing a mix of unit sizes including larger units of +/-1,500 square feet. The orientation of units and amenity areas embrace the scenic views of the water and green areas and upper units will have even greater scenic advantages.</p> <p>Building massing and articulation have been designed sensitive to the surrounding neighborhood. Landscaping, artificial green wall/screening, neutral coastal paint finishes, and stone elements are utilized to soften the interface with the neighborhood and the perception of the building from the sidewalk/street.</p> <p>Along the Hillsboro River, the design of the building undulates in a manner that creates interest and invokes movement. Outdoor space with lush landscaping and leisure amenities are designed to take advantage of the waterfront.</p> <p>The height of the garage structure is sensitive to the neighborhood at a height of just 40'-10", while the lowest point at the main lobby area is 20'0".</p> <p>The highest point of the development is set back</p>

					<p>from the surrounding neighborhood at the mid-tower area, where the north and south wings join. The lower scale garage buildings are stepped-down in height to provide a transition between the taller buildings and the neighborhood.</p> <p>Additionally, landscaping will provide screening along sensitive edges by way of a strong landscape buffer between residences, including shade trees, staggered height palms, and several layers of shrubs.</p>
Setbacks, Min.					<p>The Applicant is requesting reduced building setbacks in order to develop the proposed 326-unit project on a +/- 8.4 gross acre site in a manner that balances a quality living experience with compact urban design including structured parking. As Broward County and the City approach build out, innovative ways to accommodate the growing population and provide a greater mix of housing types to create more lifestyle options are being sought, and necessitate a more compact development pattern.</p> <p>The proposed setbacks are minimums and only occur at very few locations. The majority of proposed setbacks are well in excess of the minimum requested. For example, side setback areas are typically greater than 40 feet. The front setback ranges from 10' to +/-15' and also fronts along N.E. 1st Avenue which is an added separator of +/- 40 feet. Additionally, a strong landscape buffer between the residences and the new development will be provided in the form of large relocated trees (primarily Oaks) and staggered height palms supplemented with more shade trees and several layers of shrubs. The buffer between the residences where they come very close to the proposed development has been enhanced by adding tall shrubs and staggered height palms.</p>
Front (West)	25'	25'	25'	10'	
Side					
North	0'	7.5'	10'	46'9"	
South	0'	7.5'	10'	43'10"	
Rear (East)	10'	15'	15'	10'1"	
Corner					
Southeast	15'	15'	15'	8'5"	
Northeast (Adj to Res)	15'	15'	15'	10'11"	
Adjacent to Res.					
Northeast (Adj to Res./ dock)	-	-	-	20'-5"	
Waterfront	20'	20'	20'	37'10"	
Lot Coverage %, Max.	65%	40%	40%	40%	N/A
Minimum Floor Areas for Multi-Family Units					
Efficiency/Studio	N/A	N/A	400 sf	400 sf	N/A
1 BR	N/A	N/A	700 sf	700 sf	N/A
2 BR	N/A	N/A	900 sf	900 sf	N/A
3 or More BR	N/A	N/A	900sf + 150 sf/ BR over	900sf + 150 sf/ BR over	N/A
Min. Landscaped Area	15%	15%	35%	25%	N/A
Max FAR	0.80	N/A	N/A	1.77	<p>647,200/365,904 = 1.77.</p> <p>The applicant proposes a 326-unit project on a +/- 8.4 gross acre site in a manner that balances a</p>

					quality living experience with compact urban design including structured parking. As Broward County and the City approach build out, innovative ways to accommodate the growing population and provide a greater mix of housing types to create more lifestyle options are being sought, and necessitate a more compact development pattern.
Parking Space Dimensions	Required		Provided		
Standard	10'x20'		9'x18'	In order to avoid a large garage façade facing the residential neighborhood, 9'x18' parking spaces are proposed.	
Compact	9'x18'		9'x18'		
A. Dambach	12'x18		12x18'		
Parking Requirements	Multi-Family				
	Required		Provided		
1 BR	1.5 spaces/du		1.5 spaces/du	N/A	
2 BR	2.0 spaces/du		2.0 spaces/du	N/A	
3+BR	2.0 spaces/du + 0.5 after 2 BR		2.0 spaces/du + 0.5 after 2 BR	N/A	
Sign Code	Required		Provided	Due to the design, location and orientation of the building entrance, variations from certain standards under Code Sec. 102-8(b)(1)a are proposed. Specifically, the PDD proposes alternatives to max. area, light source, and sign position. The subject sign is located on the building at the main entrance. This area is set back from N.E. 1 st Avenue and is in the background of the parking garages and porte cochere. If the sign were to meet Code requirements, the sign would not be adequately visible to drivers/passersby. The proposed sign alternatives allow for adequate and safe sign visibility.	
Building Signs	Sec. 102-8(b)(1)a		PDD		
Max S.F.	100 S.F.		216.00 S.F.		
Light Source	Internal/Indirect/Spotlight		Backlit		
Sign Centered	Vertical & Horizontal		Vertical-6' Off Parapet		

EXHIBIT "D"

BOARDWALK

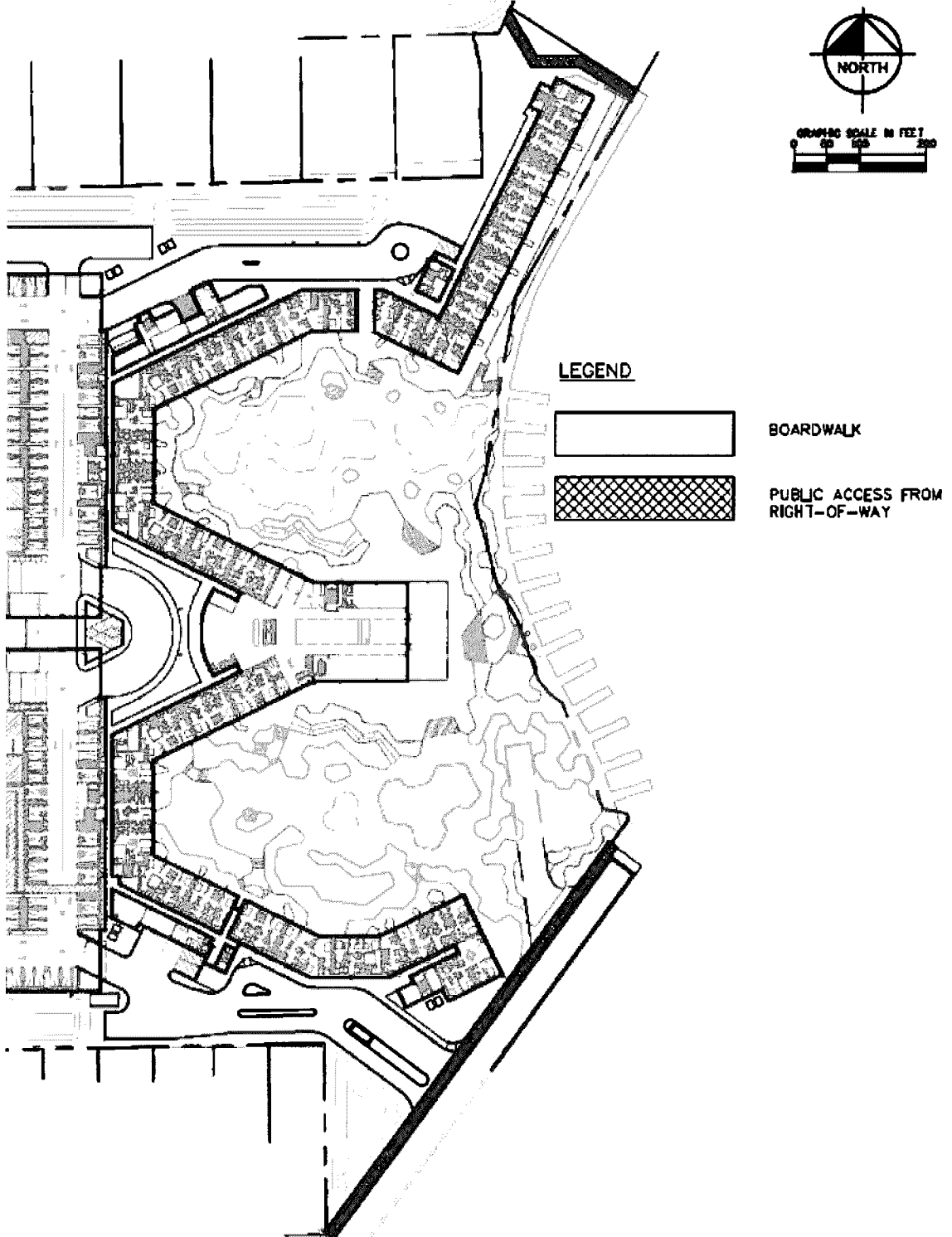
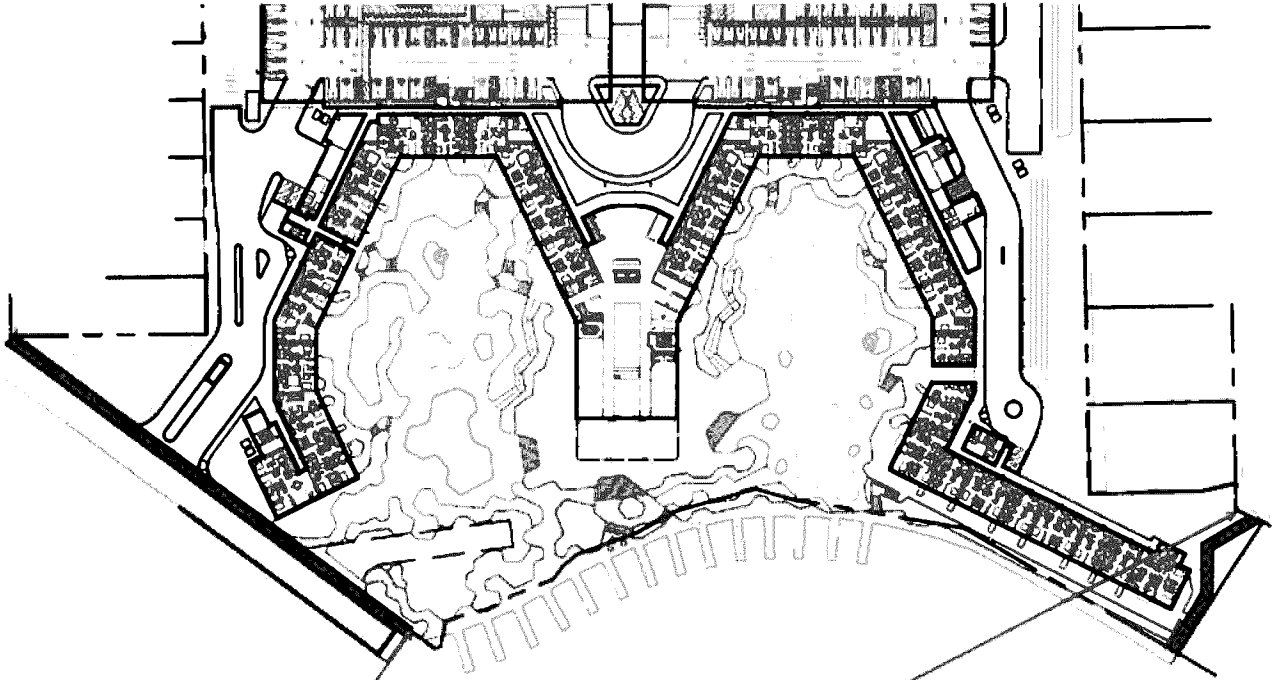


EXHIBIT "E"

BOARDWALK PUBLIC ACCESS LOCATIONS



Boardwalk Public Access Locations

EXHIBIT "F"

LIMITED PUBLIC ACCESS EASEMENT FOR BOARDWALK AND SIDEWALK

EXHIBIT "G"**CONSTRUCTION COST ESTIMATE FOR BOARDWALK**

VISTA CLARA APARTMENTS AT DEERFIELD - ROM ESTIMATE FOR WATERFRONT IMPROVEMENTS		
WORK PACKAGE	SCOPE	\$ ESTIMATE
1000 - Consulting, Engineering, Design, Drawings & Permits	Civil, Engineering Design Consulting and Dwgs /Marine and Building Permits	\$ 168,472
2000 - Mobilization	Move and Deliver all Equipment needed for project	\$ 178,871
3000 - Demolition / Tow & Logistics / Equipment / Signage / Specialty	Furnish labor and removal of all existing docks, decks and piles / Material handling on site and on barge / Equipment use needed for project / Site Signs / Turbidity Control	\$ 311,985
4000 - Excavation / Grading / Retaining & Knee Walls / Sheet Pile / Rip Rap / Mangrove Mitigation / Landscaping / Access & Privacy Gates and Fencing	Furnish all Excavation needed for our work area to allow for Rip Rap installation /Retaining walls are TBD waiting on final design /Temporary / Permanent Sheet Pile /Furnish and Install all Rip Rap needed for Project as per 2/1 slope and KH drawings / Mangrove removal and mitigation per code / Landscaping per code / Access Gates and Fencing / Privacy Fencing	\$ 561,573
5000 - Lumber Boardwalk & Dock / Floating Docks Gangway / Pilings / Hardware / Clean up	Furnish and Install marine grade PT lumber for the 3x12 bent boards and 3x10 stringers @ 16" O.C. , SS Simpson anchors, Galvanized thru-bolts and SS deck screws /Furnish and Install approx. 14,500 sq. feet of 2" x 6" x 12' Wear Deck Synthetic Deck BoardsFurnish and Install 6 Accudock 30' x 6' floating docks /Furnish and Install 6 Accudock gangways 4' wide. /Furnish and Install approx. 235 - 12" x 25' CCA Treated Wood pilings with vinyl caps /Furnish and Install all galvanized and SS hardware, including SS Simpson tie down anchors /Furnish all Cleaning	\$ 547,014
	TOTAL ROM ESTIMATE +/- 20%	\$ 2,079,900
<i>Estimated Price Range \$1,663,920 to \$2,495,880</i>		
NOTES: ROM estimate is lump sum by package based on historical pricing and scope and includes Fuel Surcharge, Subcontract Labor, Insurance, Overhead, Taxes, Profit, and Contingency. Initial sketches have been provided to Broward County and Army Core of Engineering as part of permit application. Exact quantity take-off to achieve +/-10% pricing is not possible until final design is approved by municipalities and construction drawings are complete. Significant risks related to (1) price escalation: estimated 9-12 months before all permits are issued and work related to those permits can begin, and (2)		

EXHIBIT "H"
Limits of North River Avenue Improvement

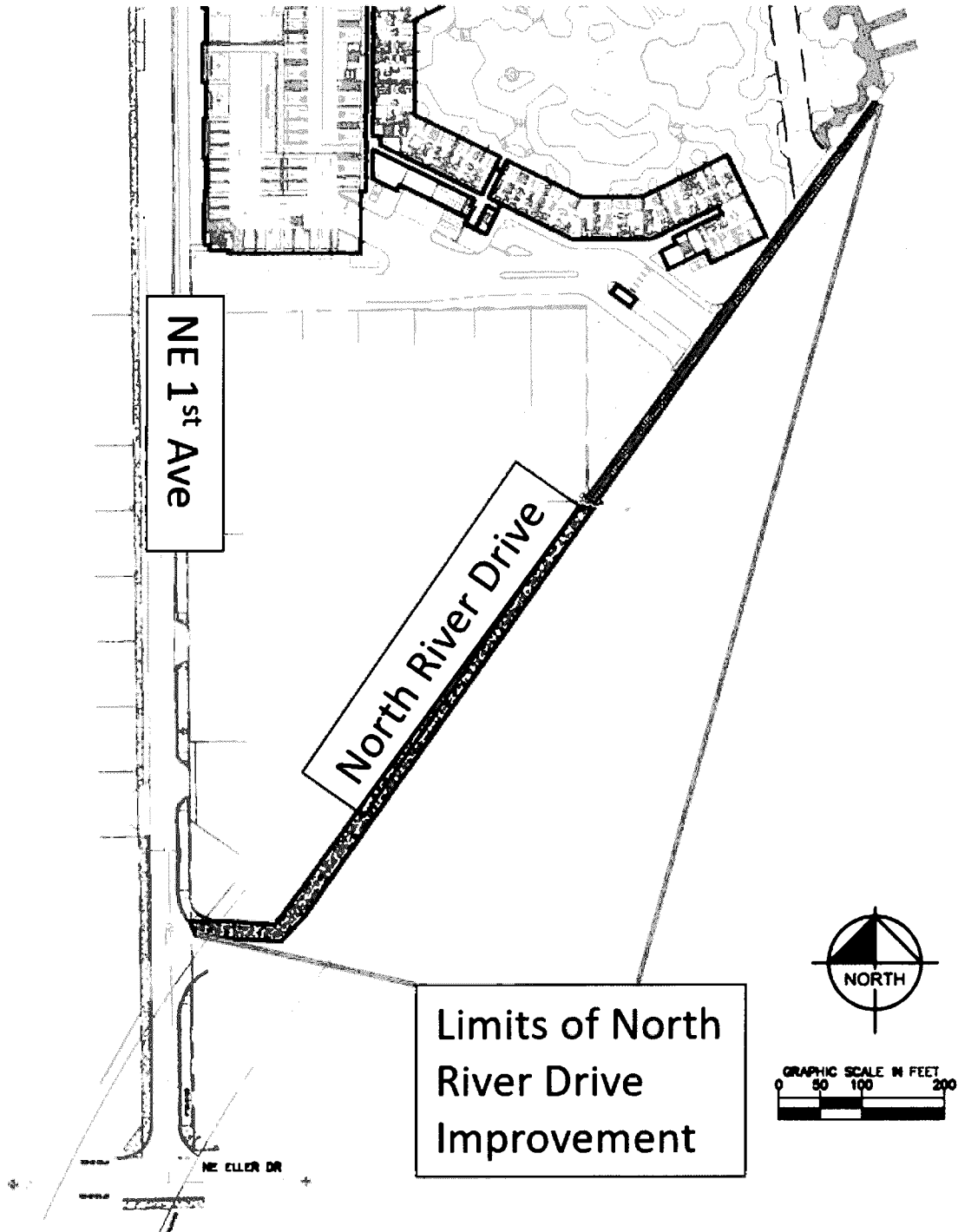


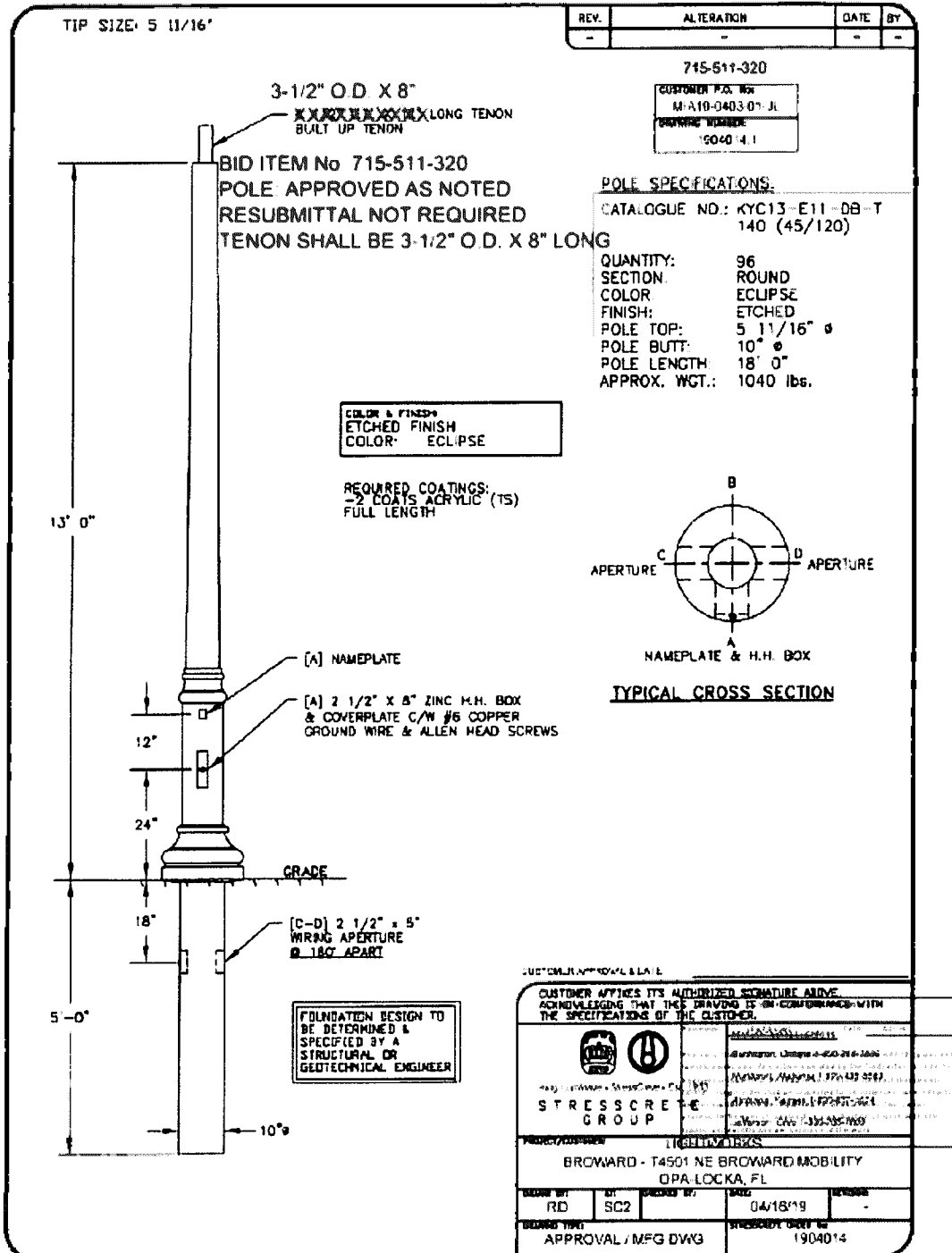
EXHIBIT "I"**DECORATIVE LIGHTING**

EXHIBIT "J"

CROSS-SECTION OF NORTH RIVER AVENUE IMPROVEMENT

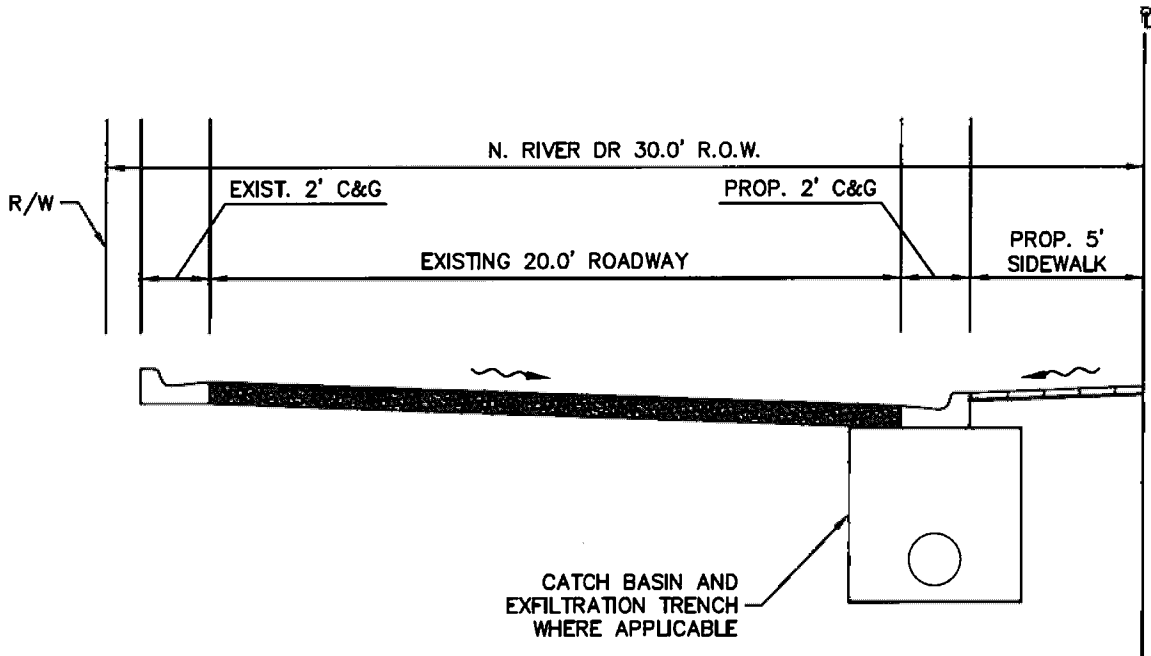
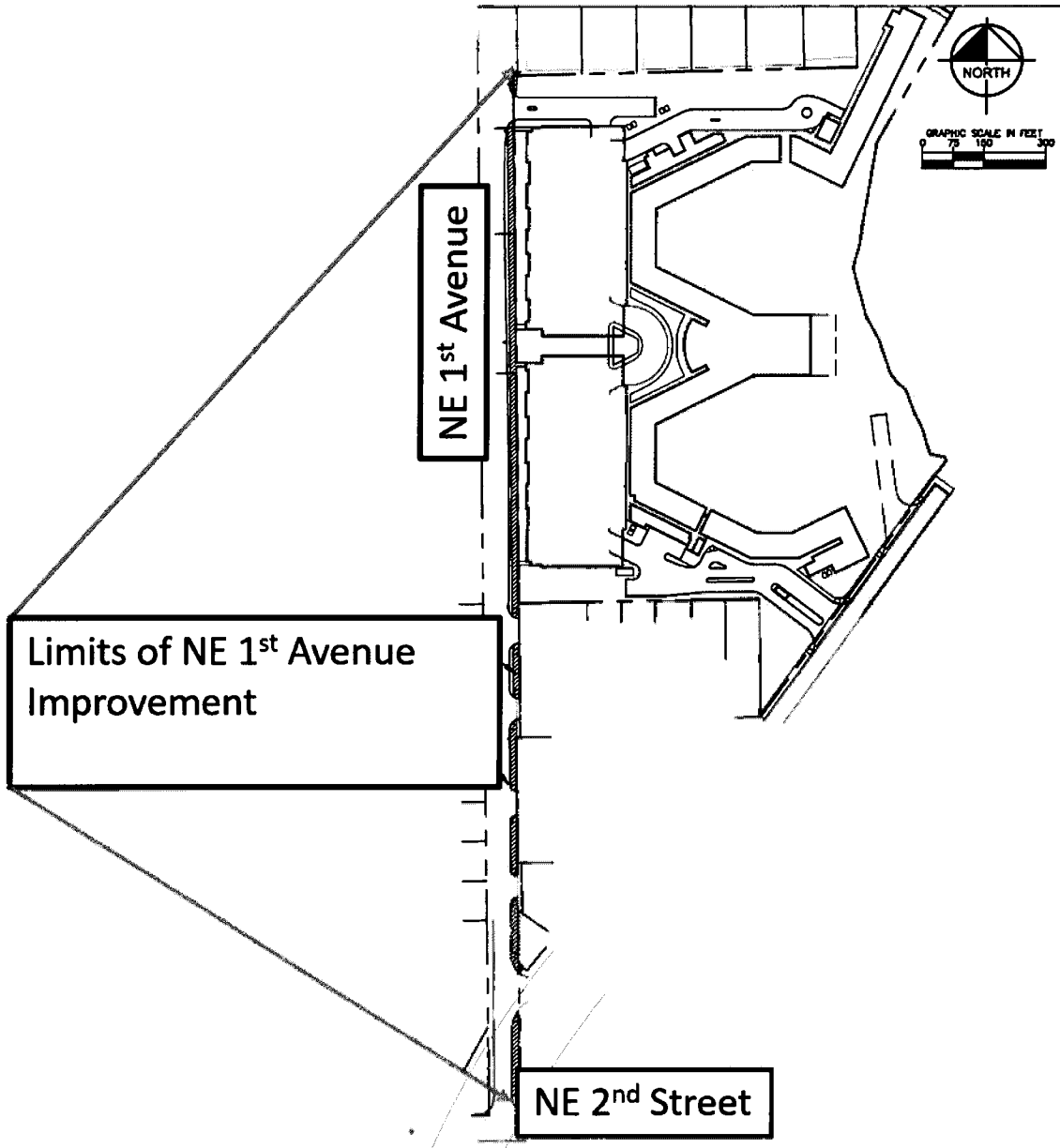


EXHIBIT "K"

LIMITS AND CROSS-SECTION OF NE 1st AVENUE IMPROVEMENT



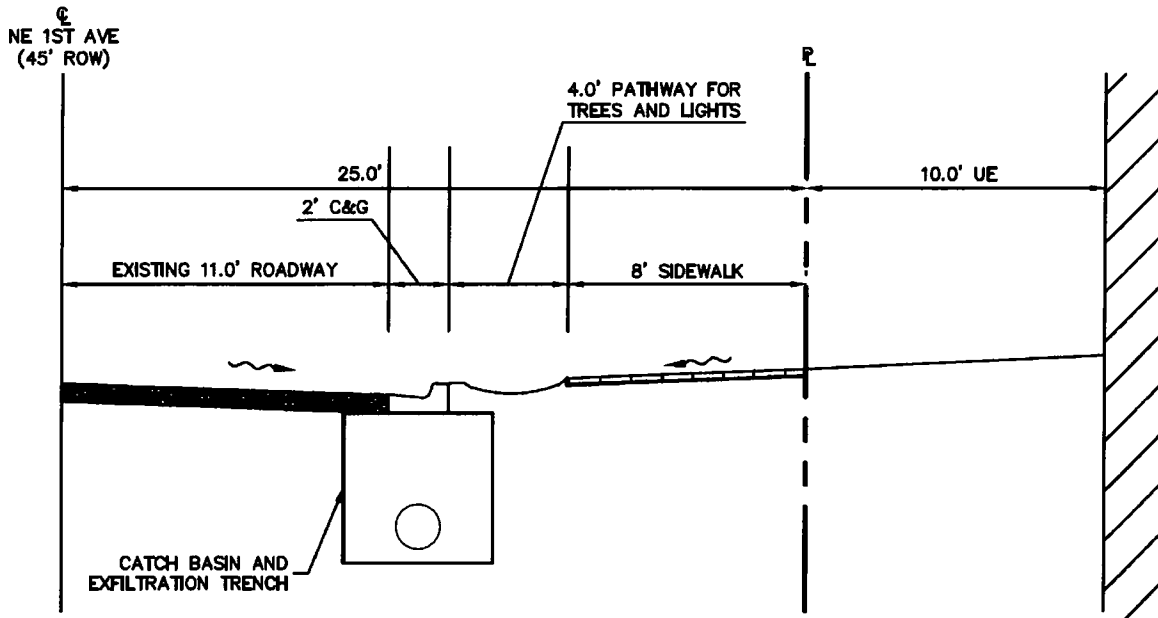


EXHIBIT "L"

**LIMITS OF PROPOSED SIDEWALK CONNECTION
TO NE 5 STREET AND GATE LOCATION**

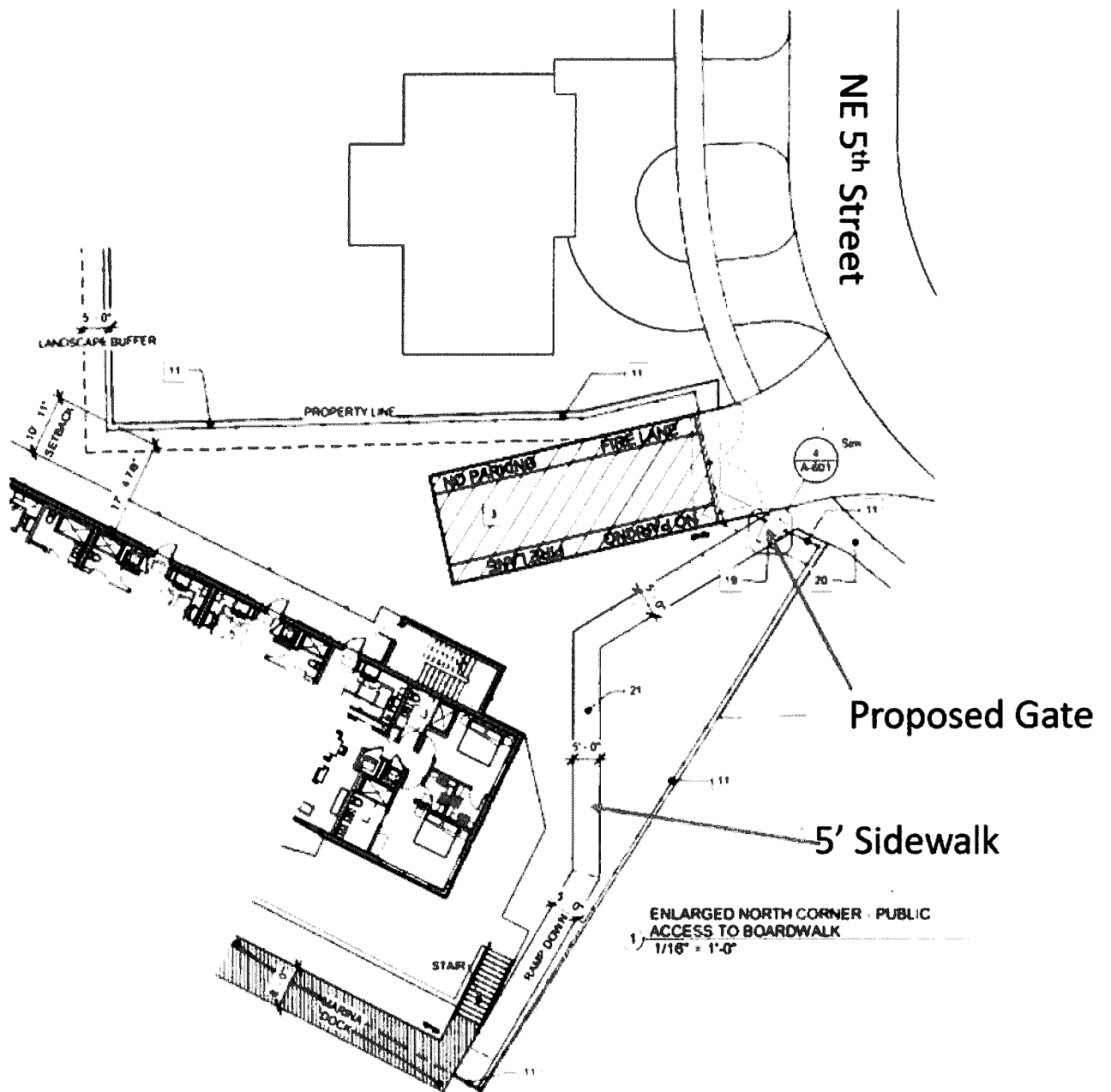
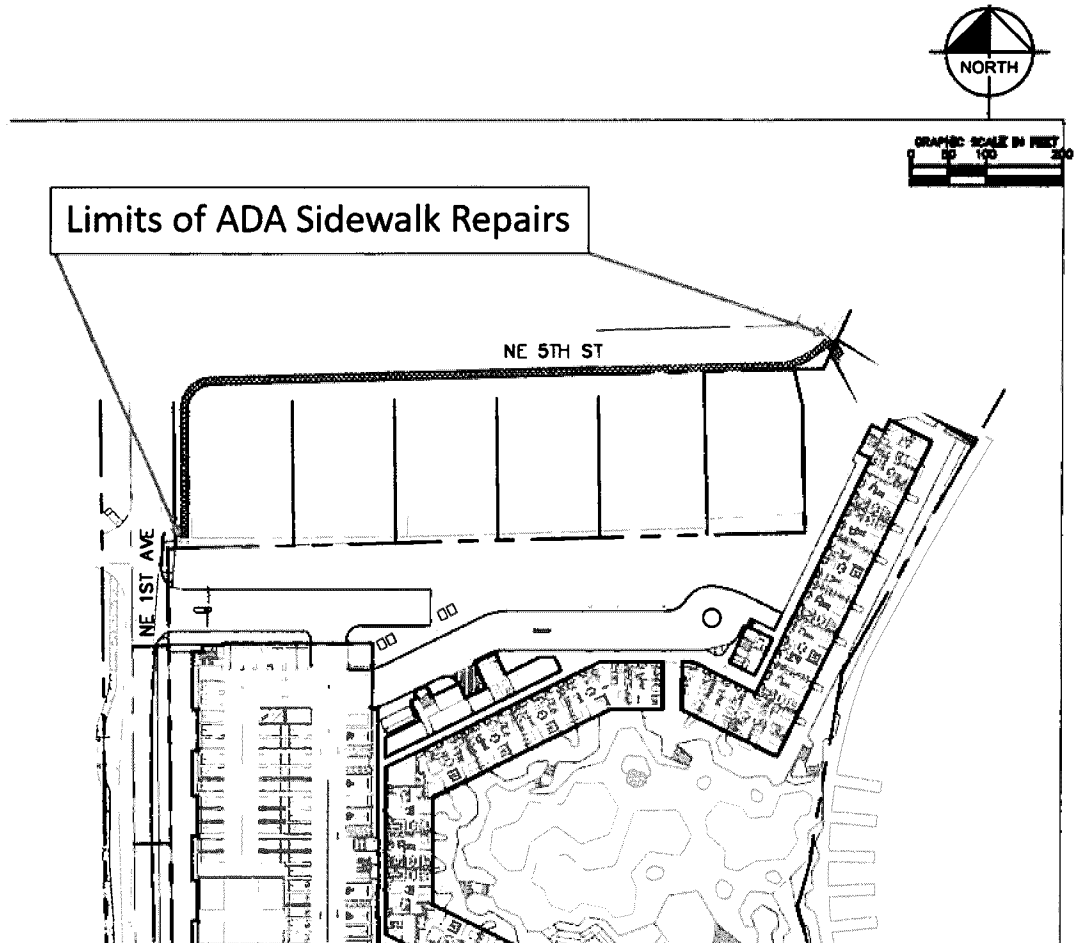


EXHIBIT "M"

LIMITS OF ADA SIDEWALK REPAIRS



LEGEND



Limits of ADA
Sidewalk Repairs

EXHIBIT "N"

SCHEMATIC DRAWING OF VEHICLE TURNAROUND

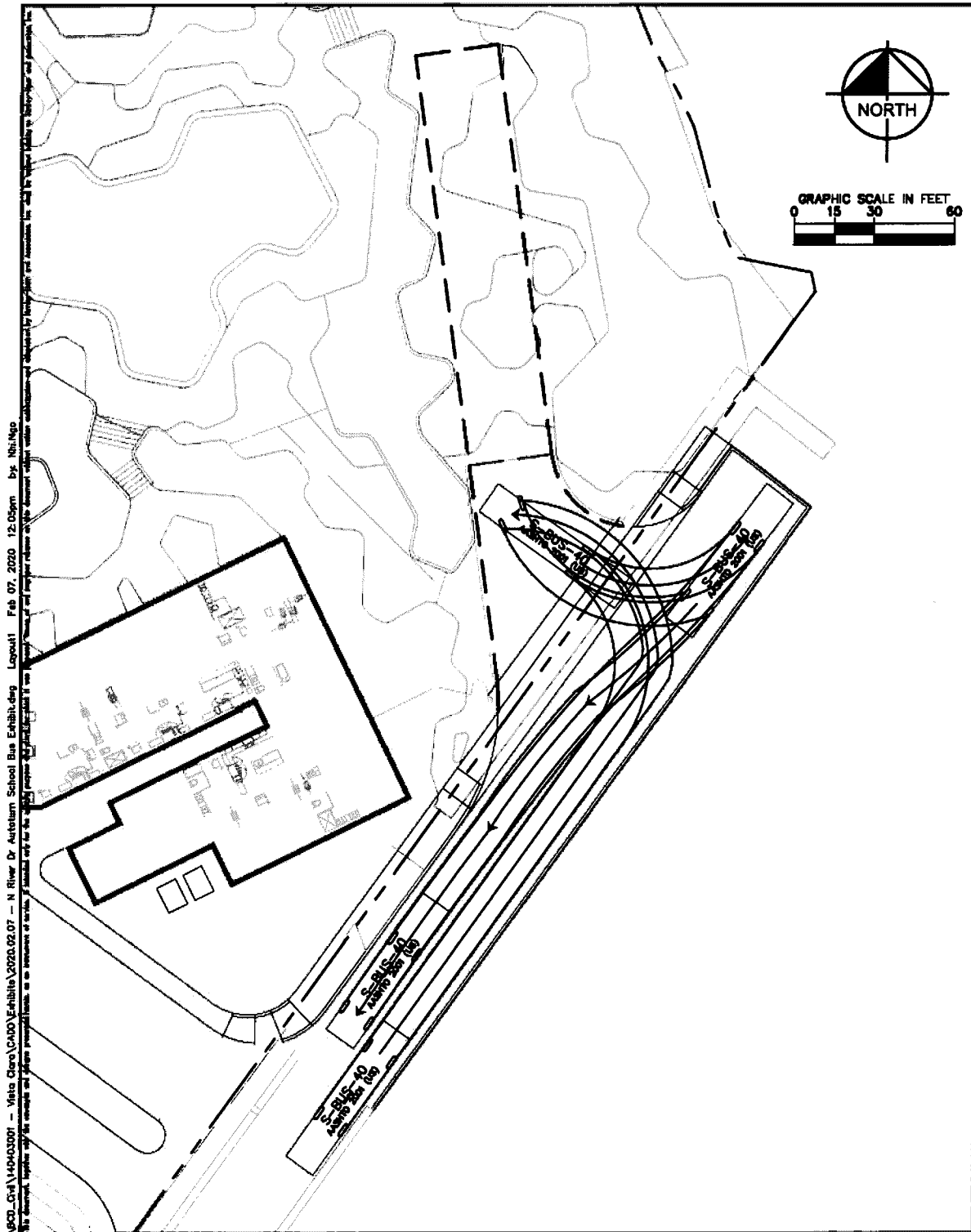
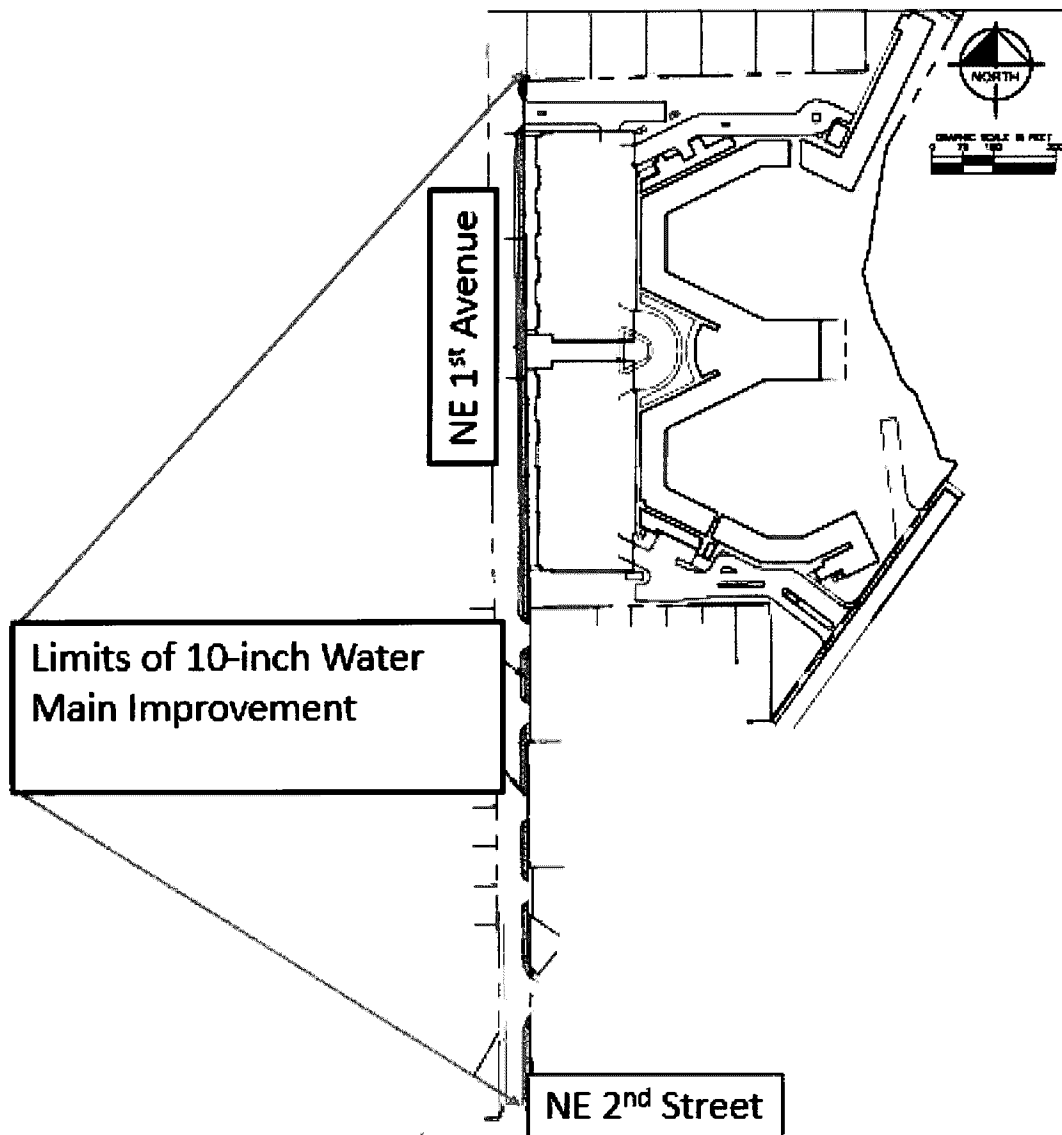


EXHIBIT "O"

DRAFT EASEMENT FOR VEHICLE TURNAROUND

EXHIBIT "P"

LIMITS AND SCHEMATIC DRAWING OF 10-INCH WATER MAIN



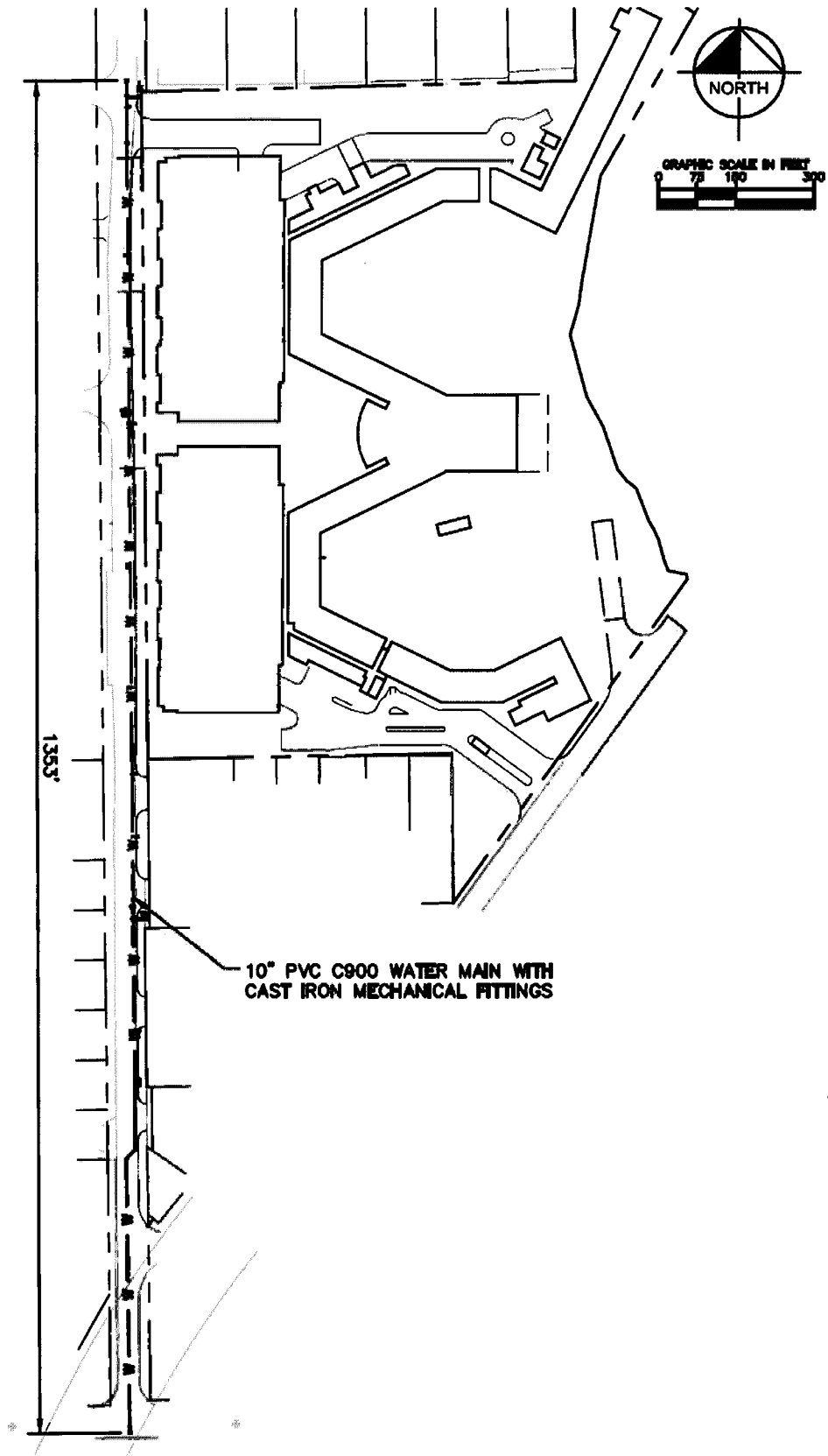


EXHIBIT "Q"

APPROXIMATE LOCATION OF PUMP STATION

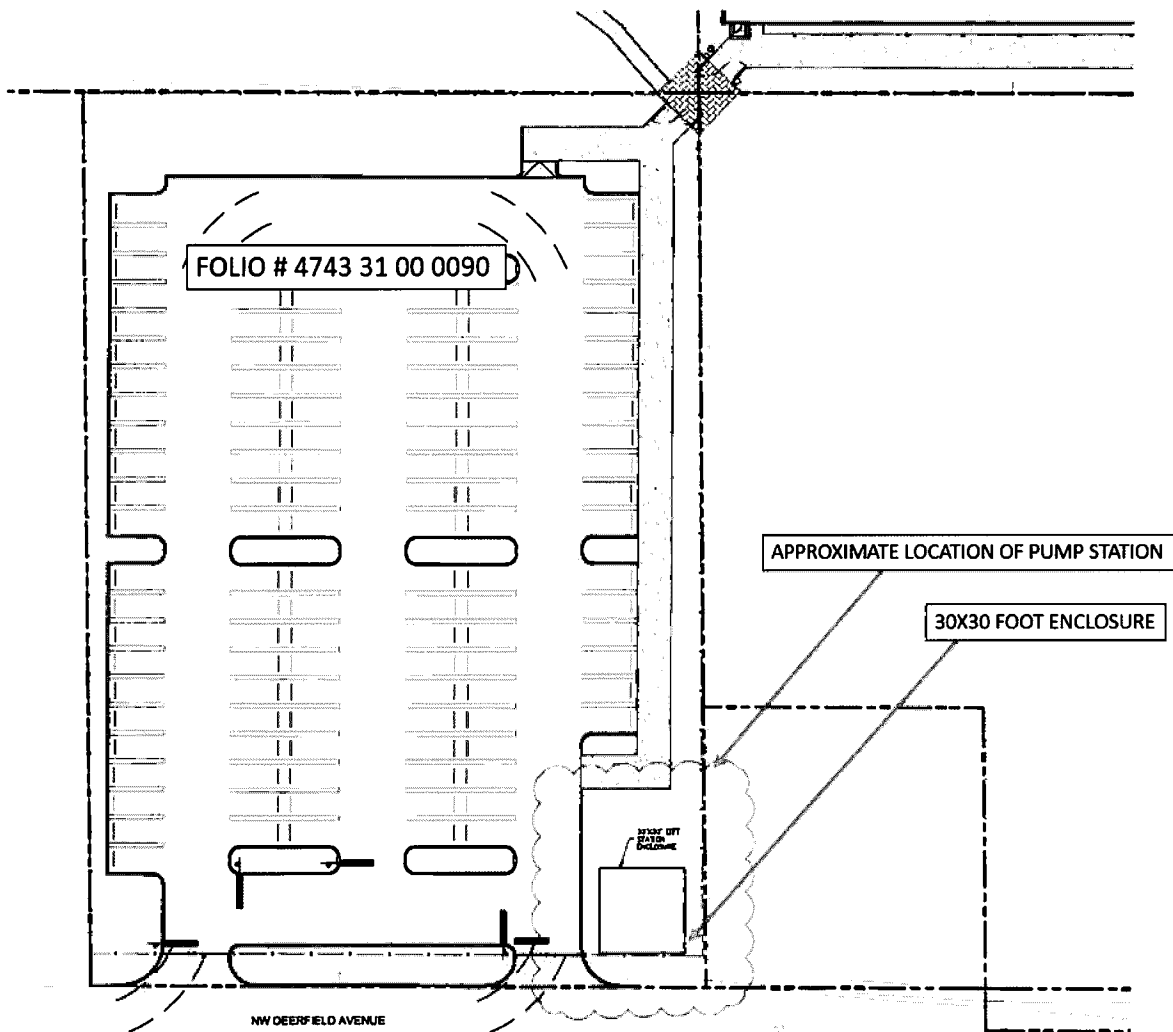


EXHIBIT "R"

SANITARY SEWER PUMP STATION SPECIFICATIONS

