

**DEVELOPMENT AGREEMENT BETWEEN THE HOLLYWOOD, FLORIDA
COMMUNITY REDEVELOPMENT AGENCY AND OCEANSIDE MARINA LLC**

THIS AGREEMENT, dated as of the _____ day of _____, 2024, by and between the Hollywood, Florida Community Redevelopment Agency (“CRA”) and Oceanside Marina LLC, a Florida limited liability company (“Developer”)(collectively the “Parties”).

RECITALS

WHEREAS, the CRA Plan identified the need to redevelop the A1A corridor from Hollywood Boulevard to Sheridan Street by improving circulation for pedestrians, bicyclists, and motorists, and to underground the overhead utility lines along State Road A1A;

WHEREAS, pursuant to Resolution No. R-2013-251, the City of Hollywood has expressed a commitment to Complete Streets policies and practices, which help to encourage the design, planning and construction of safer, healthier streets and ultimately increase physical activity and the health of neighborhoods;

WHEREAS, on April 7, 2021, the CRA Board approved Resolution No. R-BCRA 2021-17, authorizing appropriate CRA officials to issue an authorization to proceed with Kimley Horn and Associates to provide consulting services for the design of the pedestrian crossings at three intersections along State Road A1A between Nebraska Street and Scott Street;

WHEREAS, on October 6, 2021, the CRA approved Resolution No. R-BCRA 2021-52, which authorized appropriate CRA officials to execute an agreement with Burkhardt Construction, Inc. for the Undergrounding of Overhead Utilities from Hollywood Boulevard to Sheridan Street;

WHEREAS, construction of the Complete Street along State Road A1A from Hollywood Boulevard to Sheridan Street started in January 2022 and is currently in progress, including a traffic signal at the Garfield Street intersection;

WHEREAS, to fulfill the vision of “Complete Streets” on State Road A1A, the CRA hired a consultant to evaluate and recommend safe alternatives for pedestrian crossings along the State Road A1A corridor from Nebraska Street to Sheridan Street;

WHEREAS, Developer desires the installation of a signalized pedestrian crossing at State Road A1A and Carolina Street (“Project”) to provide a safe pedestrian crossing to and from the new proposed development at 2308 N. Ocean Drive;

WHEREAS, CRA and Developer have agreed to share the cost of the Project equally.

IN CONSIDERATION of the mutual terms, conditions, promises, covenants and payments hereinafter set forth, CRA and Developer agree as follows:

PAYMENT

Upon completion of the Project, Developer shall pay the CRA 50% of the final cost of the Project. Notwithstanding the fact that the CRA has a proposal from Burkhardt Construction, Inc. in the amount of \$591,598.09 ("Burkhardt Proposal Cost") for the cost of the Project, the final cost of the Project may exceed that number and regardless of final amount, Developer shall pay 50% of that total; provided, however, that the execution by the CRA of any agreement or change order that will or could cause the final cost to exceed an amount equal to or greater than 110% of the of the Burkhardt Proposal Cost shall require the prior written approval of the Developer, which approval shall not be unreasonably withheld, conditioned or delayed.

Developer shall pay the amount due to CRA within 30 days of the Developer's receipt of the bill furnished to the Developer by the CRA.

INDEMNIFICATION

Developer shall indemnify, hold harmless and defend CRA, its officers, employees and agents from and against any and all claims, damages, liability, judgments or causes of action, including costs, expenses and attorney fees, incurred as a result of any error, omission or negligent act by the Developer, its officers, employees, agents, subcontractors or assignees arising out of this Agreement. Any and all indemnification obligations imposed upon Developer are reduced to the extent that any otherwise covered claims or damages are caused by any of the following conduct of CRA or any third party operating under CRA's contract or control: (a) any act or omission constituting negligence, recklessness or a violation of any lower standard of care, (b) misuse, misapplication, or use of goods or services not in accordance with CRA's instructions, or (c) any violations of law.

CRA shall indemnify, hold harmless and defend Developer, its managers, members, officers, employees and agents from and against any and all claims, damages, liability, judgments or causes of action, including costs, expenses and attorney fees, incurred as a result of any error, omission or negligent act by the CRA, its officers, employees, agents, subcontractors or assignees arising out of this Agreement. Any and all indemnification obligations imposed upon CRA are reduced to the extent that any otherwise covered claims or damages are caused by any of the following conduct of the Developer any third party operating under Developer's contract or control: (a) any act or omission constituting negligence, recklessness or lesser standard of conduct (a violation of any lower standard of care), (b) misuse, misapplication, or use of goods or services not in accordance with CRA's instructions, or (c) any violations of law.

LAW, JURISDICTION, VENUE

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. The Parties agree and accept that jurisdiction of any controversies or legal problems arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the state courts of the Seventeenth Judicial Circuit in Broward County, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device.

INDEPENDENT CONTRACTOR

Developer is an independent contractor under this Agreement. No partnership, joint venture, or other joint relationship is created hereby. CRA does not extend to Developer or Developer's agents any authority of any kind to bind CRA in any respect whatsoever.

CRA is an independent contractor under this Agreement. No partnership, joint venture, or other joint relationship is created hereby. Developer does not extend to CRA or CRA's agents any authority of any kind to bind Developer in any respect whatsoever.

THIRD PARTY BENEFICIARIES

Neither CRA nor Developer intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

FORCE MAJEURE

Neither party shall be liable nor deemed to be in default for any delay or failure in performance under the Agreement or for other interruption of service deemed resulting, directly or indirectly, from acts of God, civil or military authorities, acts of the public enemy, war (whether or not declared), riots, insurrections, acts of government, accidents, fires, explosions, earthquakes, floods, pandemic outbreak or other health environmental disaster, failure of transportation, strikes or any similar or dissimilar cause beyond the reasonable control of either party.

NOTICES

Whenever either Party desires to give notice to the other, such notice must be in writing, and shall be deemed given upon actual receipt or upon the first refusal of the addressee to accept delivery when sent by certified United States Mail, postage prepaid, return receipt requested, or sent by commercial express carrier with acknowledgement of delivery (e.g., Federal Express), or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until

changed in writing in the manner provided in this section. For the present, the Parties designate the following:

FOR DEVELOPER:
1001 East Atlantic Avenue
Suite 202
Delray Beach, FL. 33483
Attention: Mark Walsh

FOR CRA:
Jorge Camejo
CRA Executive Director
1948 Harrison Street
Hollywood FL, 33020

WITH A COPY TO:
Douglas R. Gonzales, General Counsel
2600 Hollywood Boulevard, Room 407
Hollywood, FL 33020

SEVERANCE

In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless Developer or CRA elects to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven days of final court action, including all available appeals.

JOINT PREPARATION

The Parties and their counsel have participated fully in the drafting of this Agreement and acknowledge that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against either party.

AMENDMENTS

The Parties may amend this Agreement to conform to changes in federal, state, or local laws, regulations, directives, and objectives. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the Developer and CRA or others delegated authority to or otherwise authorized to execute same on their behalf.

PRIOR AGREEMENTS

This document represents the final and complete understanding of the Parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. There is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

IN WITNESS WHEREOF, THE HOLLYWOOD, FLORIDA COMMUNITY REDEVELOPMENT AGENCY and Oceanside Marina LLC have caused this Agreement to be executed, the day and year first above written.

ATTEST:

HOLLYWOOD, FLORIDA COMMUNITY
REDEVELOPMENT AGENCY

PHYLLIS LEWIS
BOARD SECRETARY

JORGE CAMEJO
CRA EXECUTIVE DIRECTOR

APPROVED AS TO FORM:

DOUGLAS R. GONZALES
GENERAL COUNSEL

Oceanside Marina LLC

By: _____

Print Name: _____

Title: _____

Date: _____