CITY OF HOLLYWOOD
INTEROFFICE MEMORANDUM

TO: Mayor and Commissioners **DATE:** April 28, 2025

FROM: Damaris Henlon, Interim City Attorney

SUBJECT: Proposed Amended and Restated Land Development and Disposition Agreement with Park Road Development, LLC, for the Remediation, Sale, and Redevelopment of Approximately 22 Acres of City-Owned Property Generally Located at 1600 South Park Road.

I have reviewed the above referenced Agreement with the participating Department/Office(s), and the proposed general business terms and other significant provisions are as follows:

1) Department/Division involved – Office of the City Manager

2) Type of Agreement – Amended and Restated Land Development and Disposition Agreement

3) Method of Procurement (RFP, bid, etc.) – RFP

4) Term of Contract:
a) initial – Effective Date. The date that the Prior Agreement was duly executed (September 9, 2020).

Financial Plan; Development Schedule. Developer shall provide to the City a financial plan ("Financial Plan") for the completion of all components contemplated to be included within the Development Parcel at least 60 days in advance of Closing. The Financial Plan will provide an estimate of the required equity, debt, and other capital required to develop the Minimum Entitlements, in addition to a projected delivery schedule that includes a date for the Completion of Construction with respect to the Project and all Project phases ("Development Schedule"). The Development Schedule will include a substantial completion date for the Project consistent with the time frame durations outlined in the Developer's Exhibit D. The Development Schedule will commence upon Closing and extend for a number of calendar days until all phases of the Project are sufficiently complete so that the Developer can obtain temporary certificates of occupancy (TCO's) to occupy or utilize the Project (the "Substantial Completion Date"). The Development Schedule will be subject to the City's review and approval, with such approval not to be unreasonably withheld, and will be incorporated into this Agreement as Exhibit "D". Modifications to the Development Schedule must be approved by the City, which approval shall not be unreasonably withheld, conditioned or delayed.

b) renewals (if any) – n/a

c) who exercises option to renew – n/a

5) Contract Amount –

Escrow Deposit. Developer has delivered into escrow, in an interest bearing account opened by the law firm of Leopold Korn P.A. ("Escrow Agent"), an earnest money deposit in the amount of $250,000.00 (the "Escrow Deposit"). The Escrow Deposit has been utilized by the Developer to fund all third party professional services required to enable the Developer to perform its obligations under this Agreement (environmental engineer, geotechnical engineer, legal fees incurred by the Developer, etc.) associated with the environmental and geotechnical analysis of the Property. The Developer has submitted to the City statements showing all expenditures paid from the Escrow Deposit.

Additional Escrow Deposit. The Developer has deposited into escrow, in a trust account opened by the law firm of Taylor English Duma, LLP (the "Successor Escrow Agent"), an additional earnest money deposit in the amount of $250,000.00 (the "Additional Escrow Deposit").

Closing Payment. $2,200,000.00 to be paid upon Closing subject to the Developer receiving the Minimum Entitlements, with all Conditions Precedent to Closing having been satisfied.

Developer Payment. The Developer Payment consists of:

(a) $1,650.00 per residential unit (the "Per Unit Payment"), which shall be due and payable to the City for each multi-family residential building to be constructed within the Development Parcel shown on the Site Plan (hereinafter defined); provided, however, the Developer shall not be obligated to pay the City a Per Unit Payment for any residential units that are required to be rent-restricted and/or income restricted at less than 120% of the area median income per household. The payment of the Per Unit Payment for each respective building shall be due on the earlier of: (a) issuance of a final Certificate of Occupancy (CO) for each respective building, or (b) 180 days after the issuance of a Temporary Certificate of Occupancy (TCO) for each respective building. The issuance of a final Certificate of Occupancy for each building shall be contingent upon the City's receipt of the Per Unit Payment for such building; plus

(b) $9.00 per commercial/neighborhood retail space square footage, with related amenities (the "Per Square Footage Payment"), which shall be due and payable to the City for each commercial building to be constructed within the Development Parcel shown on the Site Plan (hereinafter defined). The payment of the Per Square Footage Payment for each respective commercial building shall be due on the earlier of: (a) issuance of a final Certificate of Occupancy (CO) for each respective building, or (b) 180 days after the issuance of a Temporary Certificate of Occupancy (TCO) for each respective building. The issuance of a final Certificate

of Occupancy for each building shall be contingent upon the City's receipt of the Per Square Footage Payment for such building.

The calculation of the Per Unit Payment and the Per Square Footage Payment, as applicable, will be determined based on the Site Plan (hereinafter defined), as the Site Plan may be amended from time to time.

Public Improvements Costs. Developer (and, if applicable, Subdevelopers) agrees to fund a minimum $750,000.00 in the construction of on-site public amenities, in addition to the landscaping and landscape buffers required by the City's Land Development and Zoning Code. The on-site public amenities could include entrance monumentation, green space, enhanced landscaping, water features (including, at the discretion of the Developer and Subdevelopers, if applicable, retention ponds), walking paths, decorative paving and other features to be further defined in the entitlement process.

Environmental Remediation of Development Parcel. Developer acknowledges and agrees that the Subject Site is a designated Brownfield that will require remediation to permit or allow redevelopment to occur. Except as may otherwise be specified in this Agreement, the Developer will be fully responsible for all costs and expenses associated with all environmental investigations, inspections and assessments of the Subject Site. Developer further acknowledges and agrees that a material inducement and primary factor in the City's decision to sell the Development Parcel for the Base Purchase Price is the payment for and completion by the Developer of the Remediation Work (defined below) and the obtaining of a No Further Action Order or Site Rehabilitation Completion Order from FDEP and/or Broward County, as applicable, all with respect to the Subject Site. The remediation by the Developer of the Subject Site shall be within the scope of this Section 8. The City will provide access to the Subject Site to allow for sampling/surveying/boring as needed. The insurance and indemnity provisions of Section 4 will apply to Developer and Developer's contractors with respect to any investigations, inspections and assessments of the Subject Site. The environmental remediation/site cleanup necessary to meet the conditions required under federal and state laws for the environmental remediation of the Subject Site (the "Remediation Work") shall be separately identified, with the estimated cost of the Remediation allocated between the Development Parcel and Retained Parcel. The Developer shall be responsible to engage the contractor(s) necessary to perform the Remediation Work with separate contracts for each of the Development Parcel and Retained Parcel. Performance of all Remediation Work for the Development Parcel and Retained Parcel shall be performed simultaneously and otherwise in accordance with the sequence or phasing set forth in the RAP unless otherwise agreed to in writing by the parties. Developer estimates that the costs associated with the Remediation Work is approximately $5,350,000 (the "Remediation Costs"). Documentation of the Remediation Costs incurred by Developer will be provided by the Developer to the City, upon request, in the form of a detailed expenditure report certified as true and correct by the Developer with all invoices and proof of payment as well as any other information and documentation reasonably requested by the City and, to the

extent practicable, allocated to the Development Parcel and Retained Parcel. Remediation Costs shall include the actual costs of (a) any environmental investigations, inspections and assessments, (b) administrative and permitting costs of Governmental Authorities, (c) contractors' fees and costs to perform the remediation, (d) processing, administrative and permitting fees/costs with Governmental Authorities; and (e) legal and professional fees associated with the preparation of the environmental engineering documents required by the Governmental Authorities, all without mark-up, and expressly exclude (x) Developer's administrative costs, overhead, salaries and the like and (y) legal, accounting and other professional fees, unless incurred in relation to the aforementioned environmental investigations, inspections, assessments and/or remediation. In the event the Remediation Costs are less than $5,350,000 (defined as "Cost Savings"), such Cost Savings will be shared equally between the Developer and the City with payment to the City by the Developer of 50% of such Cost Savings to be made within 30 days following the issuance of a No Further Action Order or Site Rehabilitation Completion Order from the FDEP. The parties acknowledge and agree that the amount of the Remediation Costs shall not be reduced by any grants or other financial assistance that do not have to be repaid that is obtained by, or provided to, the Developer which would thereby result in additional Cost Savings due to the City.

City Service Station. Developer shall be responsible for the removal and demolition of the underground storage tanks, above ground canopy, foundation, and related improvements that serve the City Service Station within the Subject Site including the removal of all underground storage tanks and related appurtenant fuel equipment (such as fuel piping, air relief valves, fuel pumps, etc.) (collectively the "Demolition Work"). Developer will also construct a new interim fueling station (the "Replacement Fueling Station") for the City that will include a 10,000 gallon above ground storage tank (split into 5,000 gallons of unleaded and 5,000 gallons of diesel) with two (2) or three (3) fuel dispensers, with the final selection to be determined by the City's Representative, with each dispenser having an unleaded and diesel fueling pump (i.e., a minimum of four (4) fueling positions). Developer shall be obligated to pay up to $300,000.00, in the aggregate, for the Demolition Work and for the construction of the Replacement Fueling Station. City shall be responsible for the payment of all costs and expenses incurred in excess of $300,000.00, in the aggregate, for the Demolition Work and for the construction of the Replacement Fueling Station (including, but not limited to, the remediation of any adverse environmental conditions exposed or resulting from the Demolition Work). Prior to commencing the work contemplated by this Section 10.3, Developer will provide the City with an estimated budget that is "turn key," with such costs including (a) third party unaffiliated consultants, design professionals, and project management; (b) application fees, permit fees, licenses, etc., required as part of securing permits and governmental approvals; (c) a payment and performance bond for the respective contractor(s) and/or sub-contractor(s); and (d) contingency. Developer will not charge the City any "profit or overhead" that would be payable to Developer, but shall include customary costs for a contractor and/or sub-contractor (i.e., contractor overhead, profit, general conditions, costs of the work, etc.) in the total project costs. At Closing, City and Developer will enter into a

license and access agreement, form attached hereto as Exhibit F, that will: (i) allow the City to use and maintain its existing fueling station while the Interim Fueling Station is being constructed, and, (ii) require Developer to construct the Replacement Fueling Station. Draft plans for the construction of the Replacement Fueling Station will be submitted to the City's Representative for review and approval within 90 days prior to Closing upon which the City will have thirty (30) days to review the draft plans.

6) Termination Rights –

Effect of Termination Prior to Closing. In the event of a termination of this Agreement, prior to the closing of the transaction contemplated by this Agreement, the parties shall be entitled to such rights and remedies as are set forth in this Agreement. Additionally, the City may require that the Developer, which shall also be accomplished as soon as practicable but in no event later than the 15th day after such notice is given, to furnish all such information and otherwise cooperate in good faith in order to effectuate an orderly and systematic ending of the Developer's duties and activities hereunder, including the delivery to the City of any written reports required hereunder for any period not covered by reports previously provided by the Developer to City and the assignments of any and all agreements relative Remediation Work and the development of the Retained Area. In the event of such assignment, the Developer shall remain responsible of all obligations and liabilities accruing prior to the date of such assignment. With regard to the originals of all papers and records pertaining to the Project, the possession of which are retained by the Developer after termination, the Developer shall: (a) reproduce and retain copies of such records as it desires; (b) deliver the originals to the City, and (c) not destroy originals without first offering to deliver the same to the City. Notwithstanding anything herein to the contrary, all representations and warranties of Developer shall survive the termination of this Agreement for a period of one year, along with any other obligations of Developer that expressly survive termination or by their nature need to survive termination in order to provide the City with ability to enforce its rights and remedies hereunder.

The Developer shall have the right to terminate this Agreement upon written notice to the City if any of the Conditions Precedent are determined by the Developer, in its sole discretion, to be unachievable or insurmountable. If Developer so elects to terminate this Agreement pursuant to this Section 22.2, except for those provisions of this Agreement which by their express terms survive the termination of this Agreement, no party shall have any other or further rights or obligations under this Agreement. In the event of such termination, the Additional Escrow Deposit and all of the Developer's work product obtained (e.g., third party reports, environmental testing results, geotechnical analysis) will be assigned, without recourse, by the Developer to the City.

7) Indemnity/Insurance Requirements –

Indemnity. Developer agrees to and shall indemnify, defend and hold harmless the City from and against any and all expense, loss or damage which the City may incur (including, without limitation, reasonable attorney's fees actually incurred) as a result of any act or omission of Developer or its representatives, agents or contractors arising from, related to, or in connection with the due diligence inspections, including any soil analysis and environmental investigations, including any expense, loss or damage resulting from the discovery or release of any Hazardous Substances at the Development Parcel, other than any expense, loss or damage to the extent arising from any act or omission of the City during any such inspection.

Indemnification by the City. Subject to the provisions and monetary limitations of Section 768.28, Florida Statutes, as such may be amended, the City agrees to indemnify and hold the Developer (and the Subdevelopers, if applicable), its managers, members and employees harmless to the fullest extent permitted by law from and against any and all liabilities, losses, interest, damages, costs or expenses (including, without limitation, reasonable attorneys' fees, whether suit is instituted or not, and if instituted, whether incurred at any trial or appellate level or post judgment) threatened or assessed against, levied upon, or collected from, the Developer (and all the Subdevelopers, if applicable), its managers, members or employees arising out of, from, or in any way arising from the negligence, gross negligence, fraud, and/or breach of trust of the City or from a failure of the City to perform its obligations under this Agreement. Notwithstanding the foregoing, the City shall not be required to indemnify the Developer (or any Subdeveloper, if applicable), with respect to any liability, loss, damages, cost or expense to the extent suffered as a result of the negligence, gross negligence and/or willful misconduct of Developer.

Indemnification by the Developer. The Developer (and the Subdevelopers, if applicable), agrees to indemnify and hold the City, its commissioners and employees harmless to the fullest extent permitted by law from all liabilities, losses, interest, damages, costs or expenses (including, without limitation, reasonable attorneys' fees, whether suit is instituted or not and if instituted, whether incurred at any trial, appellate or post judgment level), threatened or assessed against, levied upon, or collected from, the City, its commissioners and/or employees arising out of, from, or in any way connected with or arising from the negligence, gross negligence, fraud, and/or breach of trust of the Developer (or of the Subdevelopers, if applicable) or from a failure of the Developer (or the Subdevelopers, if applicable) to perform its obligations under this Agreement. Notwithstanding the foregoing, the Developer (and the Subdevelopers, if applicable) shall not be required to indemnify the City with respect to any liability, loss, damages, cost or expense to the extent suffered as a result of the negligence, gross negligence and/or willful misconduct of the City. To the extent this indemnification clause or any other indemnification clause in this Agreement is subject to the provisions of Chapter 725, Florida Statutes, and such does not comply with Chapter 725, Florida Statutes, as such may be amended, such provision shall be interpreted as the parties' intention for the indemnification clauses and to comply with Chapter 725, Florida Statutes, as such may be amended.

Third Party Claim Procedure. If a third party (including, without limitation, a governmental organization) asserts a claim against a party to this Agreement and indemnification in respect of such claim is sought under the provisions of this Section 30 by such party against another party to this Agreement, the party seeking indemnification hereunder (the "Indemnified Party") shall promptly (but in no event later than 10 Business Days prior to the time in which an answer or other responsive pleading or notice with respect to the claim is required) give written notice to the party against whom indemnification is sought (the "Indemnifying Party") of such claim. The Indemnifying Party shall have the right at its election to take over the defense or settlement of such claim by giving prompt written notice to the Indemnified Party at least five Business Days prior to the time when an answer or other responsive pleading or notice is required. If the Indemnifying Party makes such election, it may conduct the defense of such claim through counsel or representative of its choosing (subject to the Indemnified Party's approval of such counsel or representative, which approval shall not be unreasonably withheld), shall be responsible for the expenses of such defense, and shall be bound by the results of its defense or settlement of claim to the extent it produces damage or loss to the Indemnified Party. The Indemnifying Party shall not settle any such claim without prior notice to and consultation with the Indemnified Party, and no such settlement involving any equitable relief or which might have a material and adverse effect on the Indemnified Party may be agreed to without its written consent. So long as the Indemnifying Party is diligently contesting any such claim in good faith, the Indemnified Party may pay or settle such claim only at its own expense. If the Indemnifying Party does not make such election, or having made such election does not proceed diligently to defend such claim, or does not make the financial arrangements described in the immediately preceding sentence, then the Indemnified Party may, upon three Business Days' written notice (or shorter notice if a pleading must be filed prior thereto) and at the expense of the Indemnifying Party, take over the defense of and proceed to handle such claim in its exclusive discretion and the Indemnifying Party shall be bound by any defense or settlement that the Indemnified Party may make in good faith with respect to such claim. The parties agree to cooperate in defending such third party claims and the defending party shall have access to records, information and personnel in control of the other party or parties which are pertinent to the defense thereof.

Insurance.

Developer's Insurance. Developer shall provide the following insurance coverages, along with required endorsements during any period of time that the Developer is accessing the Retained Parcel and/or constructing the City Public Works facilities or any Improvements on the Retained Parcel, and furnish certificates of insurance and endorsement(s):

(a) Commercial general liability insurance coverage with limits of no less than $1,000,000 per occurrence and $2,000,000 in the aggregate, which policy shall include coverage of the contractual liabilities contained in this Agreement.

(b) If the Developer owns or leases any vehicles, Business Auto Liability including hired and non-owned auto coverage with minimum limits of $1,000,000 combined single limit.

The certificate shall provide that City is an additional inured and will be given at least 30 days prior written notice of cancellation of the policy. The cost of the Developer's insurance shall be paid by the Developer.

General Contractor's and Subcontractor's Insurance. The Developer shall cause (a) its general contractor to maintain and (b) any subcontractors brought onto the Retained Area and/or constructing the City Public Works facilities to have insurance coverage in the following minimum amounts:

(a) Worker's Compensation insurance coverage in accordance with Florida statutory requirements.

(b) Commercial general liability insurance coverage with limits of no less than $1,000,000.00 per occurrence and $2,000,000.00 in the aggregate.

(c) Business Auto Liability including hired and non-owned auto coverage with minimum limits of $1,000,000.00 combined single limit.

This insurance will be primary and noncontributory with respect to insurance outlined in Section 31.1. Developer shall ensure that Developer and City are named as additional insureds on the general contractor's and subcontractors' Commercial General Liability and Umbrella/excess insurance (general contractor only) policies. Developer shall require the general contractor's and subcontractors' insurers to waive all rights of subrogation with respect to the City and the Developer.

Certificates of Insurance. Developer shall obtain and provide to the City Certificates of Insurance for the general contractor and any subcontractors performing services on the Retained Area. Developer must obtain the City's permission to waive any of the above requirements. Higher amounts may be required by the City if the work to be performed is sufficiently hazardous.

8) Scope of Contract - City will retain ownership of the parcel of real property (the "Retained Area") described within Exhibit "B" attached hereto, to accommodate its Public Works operations and administration. The remainder of the Subject Site is to be sold to the Developer in accordance with the terms and provisions of this Agreement and is referred to in this Agreement as the "Development Parcel." Developer desires to purchase, remediate and develop the Development Parcel for the Project.

9) Other Significant Provisions:

This Amended and Restated Land Development and Disposition Agreement amends, restates and supersedes the Land Development and Disposition Agreement (the "Prior Agreement") entered into by and between the City and the Developer on September 9, 2020. The City and the Developer acknowledge and agree that each of the City and the Developer have performed their respective obligations under the Prior Agreement and that neither the City nor the Developer is in default with respect to their respective obligations under the Prior Agreement.

General Intent. The purpose of this Agreement is to provide the terms and conditions pursuant to which the Developer (and, if applicable, Subdevelopers) shall a) purchase, remediate and redevelop the Development Parcel, and b) provide a No Further Action Order with Conditions and/or Site Rehabilitation Completion Order from FDEP and/or Broward County, as applicable, for the Retained Parcel in accordance with Section 8. The Development Parcel shall be redeveloped in substantial accordance with the Governmental Approvals (as defined below) and Applicable Laws with the Minimum Entitlements to be completed on a "turn-key" basis for lease and/or sale to third party commercial and residential tenants or to purchasers, as applicable. From and after the date of this Agreement, Developer (and, if applicable, Subdevelopers) shall diligently, expeditiously, and in good faith take all action necessary in accordance with this Agreement to purchase, remediate and redevelop the Development Parcel for the Minimum Entitlements in accordance with the terms and conditions of this Agreement.

Financial Guarantee. Subject to the terms of this Agreement, if the Developer (and, as applicable, the Subdevelopers) does not actively pursue the development of the Development Parcel after Closing as required by this Agreement, which such active pursuit being evidenced by the submission of building permit applications for phases of development and/or advancement of professional work in preparation of such submittals in substantial conformity with the Development Schedule, then the City shall assess (the "Assessment") the Developer (and, as applicable, the Subdevelopers) a financial payment to be made to the City based upon the following schedule:

Year 1 of Assessment - $115,000.00 (20% of $575,000)
Year 2 of Assessment - $230,000.00 (40% of $575,000)
Year 3 of Assessment - $345,000.00 (60% of $575,000)
Year 4 of Assessment - $460,000.00 (80% of $575,000)
Year 5 of Assessment and thereafter - $575,000.00 (100% of $575,000)

collectively, the "Financial Guarantee." In the event of a Transfer as defined in Section 32, pursuant to which Developer conveys portions of the Development Parcel to Subdevelopers, then each Subdeveloper shall be responsible only to pay such Subdeveloper's share of the Financial Guarantee on a prorata basis based upon the proportionate square footage of land owned by each of the Subdevelopers within the Development Parcel. The amount of the Financial Guarantee shall be reduced by the amount of the Ad Valorem taxes included

within the tax bill(s) for the Development Parcel (and/or portions thereof) in such amount taking into account the maximum discount for early payment in November, and Developer shall only be entitled to such reduction to the extent the Ad Valorem taxes are actually paid during each year of the Assessment. The Assessment, and any lien rights appurtenant to the Assessment, shall be subordinate in lien priority to the lien of any mortgage now or hereafter held by a Lender encumbering all or a portion of the Development Property, without the necessity for the execution by City of any documents confirming the subordinate status of the Assessment and any lien rights appurtenant to the Assessment. City, upon receipt of written request from Developer (and/or from a Subdeveloper), shall execute such documentation, in recordable form, as may be reasonably requested by a Lender to confirm the subordinate status of the Assessment and any lien rights appurtenant thereto. The parties acknowledge and agree that the Financial Guarantee is not intended to, nor shall it, constitute liquidated damages and that, pursuant to Section 37.17, the rights and remedies of the City are cumulative, and that the Assessment and the payment of the Financial Guarantee shall in no way operate to preclude or otherwise bar the City from the exercise of any other rights or remedies.

The obligation for the payment of the Financial Guarantee shall terminate (and be of no further force or effect) upon issuance of a Certificate or Certificates of Occupancy (or equivalent) for (subject to variance by not greater than an Immaterial Variation):

16.1 The convenience store/service station contemplated to be constructed within the Project (as shown on the Site Plan) and not less than 30% of the commercial/retail square footage contemplated to be constructed within the Project (as shown on the Site Plan); or

16.2 Not less than 50% of the residential units contemplated to be constructed within the Project (as shown on the Site Plan); or

16.3 100% of the commercial/retail square footage contemplated to be constructed within the Project (as shown on the Site Plan); or

16.4 The convenience store/service station contemplated to be constructed within the Project and not less than 33 1/3% of the residential units contemplated to be constructed within the Project (as shown on the Site Plan).

In the event that the Developer substantially completes any or all of the above hurdles listed in this Section 16, Developer shall be deemed to have met the obligations of this section. This Section 16 shall survive the Closing and delivery of the Deed.

Buyback Option. In the event the Financial Guarantee is not terminated as set forth above by the end of Year Five of the Assessment or thereafter and the Developer fails to pay the Assessment, in whole or in part, and the Developer has not cured such payment default in accordance with the terms of this

Agreement, then the City may exercise a buyback option (the “Buyback Option”) that provides the City with the right, at its sole discretion, to repurchase any incomplete phase or phases within the Development Parcel, with such phases as defined by the Developer in the Site Plan. Once a phase or phases receives a Certificate of Occupancy, temporary or final, then Buyback Option will no longer be applicable to those certain phase or phases within the Development Parcel. In the event of a Transfer pursuant to Section 32, in which Developer has assigned its rights, duties and obligations under this Agreement to Subdeveloper(s) and/or conveyed portions of the Development Parcel to Subdeveloper(s), then the Buyback Option shall not be applicable to the phases within the Development Parcel where the Assessment has been fully paid or continues to be paid if applicable. The “Repurchase Price” will be in an amount equal to the Developer’s (or Subdeveloper’s, as applicable) actual financial investment in the phase(s) being repurchased by the City, with such financial investment being defined as all actual out of pocket expenses paid by the Developer or Subdevelopers, to third parties, including costs and expenses for the remediation, design, engineering, permitting and financing in relation to the development of the Development Parcel, allocated proportionately to the phase or phase(s) being repurchased by the City, but specifically excluding any so-called Developer fees that would be considered “Profit” to Developer (or Subdeveloper, as applicable). The Repurchase Price will be reduced by any unpaid Assessments. Upon repurchase, the Developer (or Subdeveloper, as applicable) shall cause any Lender holding a mortgage encumbering the property being repurchased by the City to release the property being repurchased from the lien and operation of such mortgage, with all costs and payments associated therewith to be paid by the City. City, upon receipt of written request from Developer (or Subdeveloper, as applicable), shall execute such documentation, in recordable form, as may be reasonably required by a Lender holding a mortgage encumbering all or a portion of the Development Property, subordinating this Buyback Option to the lien of the mortgage held by such Lender. The provisions of this Section 17 shall survive the Closing and delivery of the Deed.

cc: George R. Keller, Jr. CPPT, City Manager