

## **SETTLEMENT AGREEMENT**

THIS SETTLEMENT AGREEMENT (the “Agreement”) is made as of \_\_\_\_\_, 2018, by THE CITY OF HOLLYWOOD, a municipal corporation of the State of Florida (“City”), THE CITY OF HOLLYWOOD DOWNTOWN COMMUNITY REDEVELOPMENT AGENCY, a public body corporate and politic (“CRA” together with City, the “Defendants”), and ICON OFFICE BUILDING, LLC f/k/a RADIUS OFFICE BUILDING, LLC f/k/a BERMAN LAND INVESTMENTS, LLC, a Delaware limited liability company (“Developer”), and BERMAN DEVELOPMENT GROUP, L.L.C., a Florida limited liability company (“BDG” together with Developer, “Plaintiffs”).

### **R E C I T A L S**

A. Defendants and BDG entered into a Developer Agreement and Parking Lease Agreement dated October 21, 2003 (the “Developer Agreement”).

B. Defendants and BDG entered into a First Amendment to Developer Agreement and Parking Lease Agreement dated June 21, 2004 (“First Amendment”).

C. Defendants, BDG, and BERMAN LAND INVESTMENTS, L.L.C., a Florida limited liability company (“BLI”), entered into a Second Amendment to Developer Agreement and Parking Lease Agreement dated July 25, 2005 (“Second Amendment”).

D. Defendants, BDG, and BLI entered into a Third Amendment to Developer Agreement and Parking Lease Agreement dated March 21, 2006 (“Third Amendment”).

E. Defendants, BDG, RADIUS OFFICE BUILDING, L.L.C., a Florida limited liability company (“ROB”), f/k/a BLI, HOLLYWOOD OFFICE BUILDING, L.L.C., a Florida limited liability company, and RADIUS RETAIL CONDOMINIUM, L.L.C., a Florida limited liability company (“RRC”), entered into a Fourth Amendment to Developer Agreement and Parking Lease Agreement dated October 15, 2009 (“Fourth Amendment” together with the First Amendment, the Second Amendment, and the Third Amendment collectively, the “Amendments”).

F. On or about November 23, 2015, Developer, BDG, RRC, and SUNTRUST PARKING LOT, LLC, a Delaware limited liability company, f/k/a Hollywood Office Building, LLC filed a lawsuit in the Circuit Court of the 17<sup>th</sup> Judicial Circuit in Broward County, Florida (the “Court”), Case No. CACE-15-020788, against the City and the CRA, in response to which the City and the CRA filed a counterclaim which was severed by the Court and by agreement of the parties on December 10, 2017 (hereinafter referred to as individually or if severed then collectively as the “Lawsuit”).

G. On or about July 1, 2016, the Defendants filed an Answer and Affirmative Defenses, Counterclaims, and Third-Party Complaint.

H. Subject to the terms of this Agreement, the parties have agreed to resolve all matters between them relating to the Lawsuit and Counterclaims, including those raised, or that could have been raised.

NOW, THEREFORE, in consideration of the premises, the mutual benefits to be derived from this Agreement, and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereby mutually agree as follows:

1. Recitals. The above recitals are true and correct, are contractual in nature and are incorporated herein.

2. Definitions. For all purposes of this Agreement, the terms defined in this Section shall have the following meanings:

“City” – the City of Hollywood, Florida.

“City/CRA” – the City and/or the CRA.

“Commencement of Construction” – the issuance of building permit #B13-101132, which Developer shall take all reasonable and diligent actions to apply for in order to obtain.

“Completion Date” – the date which is eighteen (18) months from the Commencement of Construction subject to the terms and conditions of the Agreement.

“Completion of Construction” – shall mean (i) the Icon Office Building shall have been substantially completed in accordance with the Plans and Specifications, and (ii) all temporary or final certificates of occupancy (or their equivalent), all other certificates, licenses, consents, and approvals required for the occupancy, use, and operation of the Icon Office Building shall have been issued or obtained from the appropriate governmental authorities.

“CRA” – City of Hollywood Downtown Community Redevelopment Agency, its successors and assigns, in whole or in part.

“Icon Office Building” – the office building to be constructed on the Icon Property

“Icon Property” – Lots 1-6 of Block 42 in the City of Hollywood, Florida.

“No Further Action With Controls” – includes the criteria and the steps required to finish and close the remediation of real property pursuant to Fla. Admin. Code r. 62-780.680.

“Plans and Specifications” – the plans and specifications for the Icon Office Building submitted to the City pursuant to permit # B13-101132.

“Radius Garage” – means that certain parking garage located at 251 N. 19<sup>th</sup> Avenue, Hollywood, Florida.

“Right-of-Way” – the City-owned right-of-way on N. 19<sup>th</sup> Avenue between Polk Street and Tyler Street.

“Unavoidable Delays” – delays due to strikes, slowdowns, lockouts, acts of God, inability to obtain labor or materials, war, enemy action, civil commotion, fire, casualty, severe weather conditions which reasonably interfere with or impair the ability to perform work, a court order which causes a delay, the application of any requirement, or another cause beyond such party’s control or which, if susceptible to control by such party, shall be beyond the reasonable control of such party. Such party shall use reasonable good faith efforts to notify the other party not later than twenty (20) days after such party knows of the occurrence of an Unavoidable Delay; provided, however, that either party’s failure to notify the other of the occurrence of an event constituting an Unavoidable Delay shall not alter, detract from, or negate its character as an Unavoidable Delay or otherwise result in the loss of any benefit or right granted to the delayed party under this Agreement. In no event shall (i) any party’s financial condition or inability to fund or obtain funding or financing constitute an “Unavoidable Delay” with respect to such party. The times for performance set forth in this Agreement shall automatically be extended to the extent performance is delayed by any Unavoidable Delay, except as otherwise expressly set forth in this Agreement.

3. No Admission of Liability. Plaintiffs and Defendants acknowledge that, except as set forth herein, this Agreement is not and shall not be construed as an admission by Plaintiffs or Defendants (or any person(s) or entity(s) acting on their behalf) of any liability or any act of wrongdoing.

4. Lawsuit Dismissal and Release of Parties. Upon execution of this Agreement, the parties shall file a joint notice indicating that all matters associated with the Lawsuit have been resolved in accordance with this Agreement and requesting that, contingent upon the Court retaining jurisdiction for enforcement purposes, the Lawsuit be dismissed with prejudice, and Berman Development Group, LLC and Icon Office Building, LLC be dismissed with prejudice from the Counterclaims. Additionally, the parties agree to execute mutual releases with regard to the claims contained in the Lawsuit and severed Counterclaims, such release(s) to include the parties and any affiliates or related entities

5. Attorneys’ Fees, Litigation Expenses, and Costs. Each party shall be responsible for its own attorneys’ fees, litigation expenses, and costs arising from or relating to the Lawsuit.

6. Further Assurance. In connection with this Agreement and the transactions contemplated hereby, each party shall execute and deliver any additional documents and instruments and perform any additional acts that may be necessary or appropriate to effectuate and perform the provisions of this Agreement and the transactions contemplated hereby.

7. Binding Nature of the Agreement. The Agreement shall be binding upon each of the parties and upon their respective heirs, administrators, representatives, executors, successors,

and assigns, and shall inure to the benefit of each party and their respective heirs, administrators, representatives, executors, successors, and assigns.

8. Governing Law. This Agreement shall be governed by the laws of the State of Florida and all applicable federal laws.

9. Arbitration. Subject to the limitation set forth in paragraph 22, the Parties agree that any disputes arising under this Agreement shall be resolved by binding arbitration in Broward County, Florida, to be administered by and in accord with the rules of the American Arbitration Association (“AAA”) under its Commercial Arbitration Rules. In the event of such arbitration proceedings, the Parties agree that the above controversy be submitted to three arbitrators. The Parties further agree that the arbitrators shall award the costs and expenses associated with the arbitration, as well as the attorneys’ fees and costs, to the prevailing party in any arbitration. The arbitration award shall also specifically designate a “prevailing party” for purposes of recovering fees, costs and expenses. Should any of the Parties seek to enforce an arbitration award in court, the Parties consent to the exercise of personal jurisdiction over them by any state court located in Broward County, Florida, and irrevocably agree that such actions must be litigated in such courts, and waive any objections which they may have based on improper or inconvenient venue.

10. Modification of Agreement. The Agreement may not be amended, revoked, changed, or modified in any manner, except upon a written agreement executed by all parties. No waiver of any provision of the Agreement will be valid unless it is in writing and signed by the party against whom such waiver is charged.

11. Settlement Proceeds. The City/CRA shall send funds by wire in the total amount of One Million Five Hundred and 00/100 Dollars (\$1,500,000.00) (“Settlement Sum”) to Developer within five (5) days of the execution of this Agreement in accordance with the payment schedule below (the “Payment Schedule”). The City shall release such funds upon receipt from Developer of evidence showing completion of each benchmark below.

- a. Five Hundred Thousand and no/100 Dollars (\$500,000.00) upon execution of this Agreement.
- b. Five Hundred Thousand and no/100 Dollars (\$500,000.00) upon obtaining a No Further Action with Controls from EPGMD.
- c. Five Hundred Thousand and 00/100 (\$500,000.00) upon Completion of Construction.

12. Remediation of the Icon Property.

- a. Icon Property. Developer is the owner of the Icon Property.
- b. Responsibility. Developer shall immediately and without delay apply for and thereafter pursue with reasonable measure a No Further Action with Controls, pursuant to Environmental Assessment and Remediation License Number 1146, the criteria for which is defined in Fla. Admin. Code r. 62-780.680, from the Broward County Environmental Protection

and Growth Management Department (“EPGMD”) with regard to the Icon Office building site. Developer agrees to undertake reasonable remediation activity at its own expense and otherwise abide by any and all applicable rules and regulations relating to the remediation required by the No Further Action with Controls. Defendants shall fully cooperate in good faith and execute any necessary documents to assist Developer.

13. Timeframe. Subject to the terms and conditions of this agreement, and to Unavoidable Delays, Developer shall achieve Completion of Construction by the Completion Date. Upon the request of Defendants, Developer shall submit to the City a report detailing the status of the remediation process and any remedial actions taken by Developer.

14. Environmental Liability Insurance. The City shall purchase environmental liability insurance for the Icon Property from an insurance carrier in the amount of \$5 million per occurrence, \$10 million in the aggregate. The environmental liability insurance policy shall name Developer as the insured party, and the policy shall, at a minimum, include coverage for losses arising from bodily injury, property damage, cleanup expenses, and defense costs for a period of twenty (20) years from the date hereof. The City/CRA, at its option may add itself to such policy as an additional insured. The policy shall commence on the date the construction of Icon Office Building is substantially complete as evidenced by the issuance of a temporary or permanent certificate of completion by City. In the event of a claim under the policy, City and/or CRA shall pay any required deductible.

15. Development of Icon Office Building. Developer shall construct the building consistent with the Plans and Specifications and pursuant to Permit Application #B13-101132, and consistent with the code that was in effect at the time of the permit application without any additional modifications in order to do so. The City acknowledges that all applicable zoning at the time of the Permit Application #B13-101132 providing approval for a bank with drive-thru teller lanes shall continue to be in force and agrees the Property can be used as such. The parties acknowledge that the plans are approved for construction subject only to the resolution of those items listed on “Schedule A” attached to this Agreement. Developer agrees to resolve each issue as expeditiously as reasonably possible. The City agrees that it will cooperate, aid and assist, to the best of its ability, Developer in achieving resolution of the items in “Schedule A.” The City further acknowledges that a change of architect will be necessary, and in such event, the City agrees to the same.

a. Fast Track and City/CRA Cooperation. With regard to any submissions or requirements related to the construction of the Icon Office Building, City/CRA agrees that it shall undertake any required efforts and review on a “fast track” basis, allocation of reserve or flex units, vacation of alleyways, variances involving FAR, and/or variances of other types in order for Developer to build the Icon Office Building. Should developer deem it appropriate to seek financing at any time, upon reasonable request of Developer, the City/CRA shall cooperate with Developer and its prospective lenders with respect to Developer’s effort to finance the development of the Icon Office Building. Further, the parties expressly acknowledge and agree that the performance of Developer depends in large part upon the timely performance of City/CRA in processing applications, entertaining approvals, excluding zoning, conducting

inspections and other governmental (and contractual) related functions related to the Icon Office Building. To the extent of any delay occasioned as a result of City/CRA delay in the aforementioned, the Completion Date shall be extended on a day-for-day basis.

b. LEED Certification. Developer may meet the prerequisites for LEED Certification but shall not seek actual certification. Further, Developer shall be exempt from any “Green Ordinance” passed after the date of original plan submittal.

16. Assignment. Until the date that is three (3) years after the date of Completion of construction of the Icon Office Building, Developer shall not assign, transfer, convey, sublet, or otherwise dispose of any or all of its interest, rights, duties, or obligations under this Agreement as it relates to the Icon Office Building.

17. Management Responsibilities. Developer or an affiliate thereof shall be responsible for the operation and management of the Icon Office Building for a minimum of three (3) years from the Completion Date. Developer shall have the right to subcontract such portions of the operation and/or management of the Icon Office Building as it deems appropriate.

18. The deadline for the escrow agreement referenced in Section 3 of the Fourth Amendment shall be extended to coincide with the Completion of Construction.

19. Section 13 of the Fourth Amendment shall be deleted.

20. Event of Default. Each of the following shall be an “Event of Default” or a “Default” hereunder:

(i) If Developer defaults in the observance or performance of any term, covenant, or condition of this Agreement and Developer fails to remedy such default within thirty (30) days after written notice by the City/CRA of such default, or if the default is of such a nature that it cannot reasonably be remedied within thirty (30) days, Developer shall (i) within thirty (30) days after the City/CRA written notice, advise the City/CRA of Developer’s intention to institute all steps necessary to remedy the default, and (ii) thereafter diligently prosecute to completion all such steps necessary to remedy the same. The parties agree that Developer shall not be in default to the extent that such default was caused in whole or in part by the failure of City/CRA to respond or act timely in response to any legitimate application, request or inquiry.

(ii) If Developer admits, in writing, that it is generally unable to pay its debts as such become due.

(iii) If Developer makes an assignment for the benefit of creditors.

(iv) If Developer files a voluntary petition under Title 11 of the United States Code, or if Developer files a petition or an answer seeking, consenting to, or acquiescing in, any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the present or any future federal bankruptcy code or any other present or

future applicable federal, state, or other bankruptcy or insolvency statute or law. If Developer seeks, consents to, acquiesces to, or suffers the appointment of any trustee, receiver, custodian, assignee, sequestrator, liquidator, or other similar official of Developer, of all or any substantial part of its properties, or of all or any part of Developer's interest in the Icon Office Building and the real property thereof, and the foregoing are not stayed or dismissed within one hundred fifty (150) days after such filing or other action.

(v) If within one hundred eighty (180) days after the commencement of a proceeding against Developer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the present or any future federal bankruptcy code or any other present or future applicable federal, state, or other bankruptcy or insolvency statute or law, such proceeding has not been dismissed, or, if within one hundred eighty (180) days after the appointment, without the consent or acquiescence of Developer, of any trustee, receiver, custodian, assignee, sequestrator, liquidator, or other similar official of Developer, of all or any substantial part of its properties, or of all or any part of Developer's interest in the Icon Office Building and the real property thereof, such appointment has not been vacated or stayed on appeal or otherwise, or, if within one hundred eighty (180) days after the expiration of any such stay, such appointment has not been vacated.

(vi) If the City/CRA defaults in the observance or performance of any term, covenant, or condition of this Agreement and the City/CRA fails to remedy such default within thirty (30) days after written notice by Developer of such default, or if the default is of such a nature that it cannot reasonably be remedied within thirty (30) days, the defaulting party shall (i) within thirty (30) days after Developer's written notice, advise Developer of the defaulting party's intention to institute all steps necessary to remedy the default, and (ii) thereafter diligently prosecute to completion all such steps necessary to remedy the same. In such case, any delay in Developer's work shall extend the time for completion on a day-for-day basis from the date of the Developer's written notice to City/CRA.

21. Remedies. If an Event of Default occurs and specific performance is the sole cause of action and remedy sought, the parties may utilize arbitration as defined in paragraph 9, or utilize a court of competent jurisdiction. If an Event of Default occurs, and any relief other than judicial specific performance alone is sought, the parties must utilize arbitration as defined in paragraph 9. The exercise of a remedy hereunder with respect to an Event of Default shall not limit or otherwise affect a party's right to exercise any of the other remedies available hereunder with respect to that Event of Default or to any other Event of Default.

22. Waiver. No failure by the City/CRA or Developer to insist upon strict performance of any covenant, agreement, term, or condition of this Agreement or to exercise any right or remedy available to such party by reason of the other party's Default shall constitute a waiver of any such Default or a waiver of any covenant, agreement, term, or condition. No covenant, agreement, term, or condition of this Agreement to be performed or complied with by either party, and no Default by either party, shall be waived, altered, or modified except by a written instrument executed by the other party. No waiver of any Default shall affect or alter this Agreement, but each and every covenant, agreement, term, and condition of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent Default.

23. Notices. Whenever it is provided herein that notice, demand, request, consent, approval, or other communication shall or may be given to, or served upon, either of the parties by the other (or any recognized mortgagee), or whenever either of the parties desires to give or serve upon the other any notice, demand, request, consent, approval, or other communication with respect hereto, each such notice, demand, request, consent, approval, or other communication shall be in writing and shall be effective for any purpose only if given or served by certified or registered U.S. Mail, postage prepaid, return receipt requested, personal delivery with a signed receipt, or a recognized national courier service, addressed as follows or to such other address as a party may provide in writing to the other party:

If to City: Dr. Wazir Ishmael  
City Manager  
City of Hollywood  
2600 Hollywood Boulevard  
Hollywood, Florida 33020

With a copy to: Douglas Gonzales Esq.  
City Attorney  
City of Hollywood  
2600 Hollywood Boulevard  
Hollywood, Florida 33020

Gary M. Carman, Esq.  
GrayRobinson, P.A.  
333 SE 2<sup>nd</sup> Avenue, Suite 3200  
Miami, FL 33131

If to CRA: Jorge Camejo  
Executive Director  
City of Hollywood Community Redevelopment Agency  
330 North Federal Highway  
Hollywood, Florida 33020

With a copy to: Douglas Gonzales Esq.  
City Attorney  
City of Hollywood  
2600 Hollywood Boulevard  
Hollywood, Florida 33020

Gary M. Carman, Esq.  
GrayRobinson, P.A.  
333 SE 2<sup>nd</sup> Avenue, Suite 3200  
Miami, FL 33131

If to Developer: Icon Office Building, LLC

Attention: Steven Berman  
1930 Harrison Street, Suite 503  
Hollywood, FL 33020

With a copy to: Aryeh Kaplan, Esq.  
Pillsbury Winthrop Shaw Pittman LLP  
600 Brickell Avenue, Suite 3100  
Miami, FL 33131

Each and every notice shall be effective on the date actually received, as indicated on the receipt, or on the date delivery is refused by the recipient.

24. Consents and Approvals. All consents and approvals which may be given under this Agreement shall, as a condition to their effectiveness, be in writing. The granting by a party of any consent to or approval of any act requiring consent or approval under the terms of this Agreement, or the failure on the part of a party to object to any such action taken without the required consent or approval, shall not be deemed a waiver by the party whose consent was required of its right to require such consent or approval for any other act unless provided for elsewhere in this Agreement. Consent or approval required under this Agreement shall not be unreasonably withheld by any party.

25. Miscellaneous.

(i) Captions. The captions of this Agreement are for the purpose of convenience of reference only, and in no way define, limit, or describe the scope or intent of this Agreement or in any way affect this Agreement.

(ii) Governmental Capacity. Except as expressly provided herein, nothing in this Agreement or in the parties' acts or omissions in connection herewith shall be deemed in any manner to waive, impair, limit, or otherwise affect the authority of the City/CRA in the discharge of its police or governmental power.

(iii) Entire Agreement. Notwithstanding the Developer Agreement and Amendments thereto, this Agreement contains all of the promises, agreements, conditions, inducements, and understandings between the City/CRA and Developer concerning the Settlement of the Lawsuit and all counterclaims, between the parties and their affiliates, arising therefrom. There are no promises, agreements, conditions, understandings, inducements, warranties, or representations, oral or written, express or implied, between the parties other than as expressly set forth herein, and in such attachments hereto, or as may be expressly contained in any enforceable written agreements or instruments executed simultaneously herewith by the parties. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall represent one instrument. To the extent of any conflict between the terms of this Agreement and any other agreement between the parties, this Agreement shall control.

(iv) Modification and Waiver. No covenant, term, or condition of this Agreement shall be changed, modified, altered, waived, or terminated except by a written instrument executed by the City/CRA, and Developer. No waiver of any Event of Default shall operate as a waiver of any other Default or of the same Default on a future occasion.

(v) Invalidity of Certain Provisions. If any provision of this Agreement or the application thereof to any person or circumstances is, to any extent, finally determined by a court of competent jurisdiction or Arbitration Panel to be invalid and unenforceable, the remainder of this Agreement, and the application of such provision to persons or circumstances other than those as to which it is held invalid and unenforceable, shall not be affected thereby and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

(vi) Remedies Cumulative. Each right and remedy of either party provided for in this Agreement shall be cumulative and shall be in addition to every other right or remedy provided for in this Agreement, or now or hereafter existing at law or in equity or by statute or otherwise (except as otherwise expressly limited by the terms of this Agreement), and the exercise or beginning of the exercise by a party of any one or more of the rights or remedies provided for in this Agreement, or now or hereafter existing at law or in equity or by statute, or otherwise, except as otherwise expressly limited by the terms of this Agreement, shall not preclude the simultaneous or later exercise by such party of any or all other rights or remedies provided for in this Agreement or now or hereafter existing at law or in equity or by statute or otherwise except as otherwise expressly limited by the terms of this Agreement.

(vii) Performance at Each Party's Sole Cost. Unless otherwise expressly provided in this Agreement, when either party exercises any of its rights or renders or performs any of its obligations hereunder, such party shall do so at its sole cost and expense.

(viii) Agreement Negotiated by All Parties. The parties recognize and acknowledge that all parties participated, with the assistance of respective counsel, in the negotiation and preparation of this Agreement, and neither party shall have any negative inference or presumption raised against it for having drafted this Agreement.

(ix) Successors and Assigns. The provisions, terms, covenants, and conditions herein shall be binding upon, and inure to the benefit of, the City/CRA, and Developer, and, except as otherwise provided for herein, their respective permitted successors and permitted assigns.

(x) No Liability for Officials and Employees. No member, officer, director, stockholder, partner, elected or appointed official, or employee of the City/CRA, or Developer shall be personally liable to the City/CRA, or Developer, or any successor in interest, in the event of any Default or breach by a party or for any amount or obligation which may become due to a party or successor under the terms of this Agreement. Any and all such personal liability, either at common law, in equity, by constitution, or by statute, of, and any and all such rights and claims against, every such person, or under or by reason of the obligations,

covenants, or agreements contained in this Agreement or implied therefrom are expressly waived and released as a condition of, and as a consideration for, the execution of this Agreement.

(xi) Conflict of Interest. Developer represents and warrants that, to the best of its knowledge, no member, official, or employee of the City/CRA has any direct or indirect financial interest in this Agreement, nor has participated in any decision relating to this Agreement that is prohibited by law. Developer represents and warrants that, to the best of its knowledge, no officer, agent, employee, or representative of the City/CRA has received any payment or other consideration from Developer, directly or indirectly, for the making of this Agreement. Developer represents and warrants that it has not been paid or given, and will not pay or give, any third party any money or other consideration for obtaining this Agreement, other than normal costs of conducting business and costs of professional services such as architects, engineers, and attorneys providing services to Developer. Developer acknowledges that the City/CRA are relying upon the foregoing representations and warranties in entering into this Agreement, and the City/CRA would not enter into this Agreement absent the same.

(xii) No Partnership. The parties hereby acknowledge that it is not their intention under this Agreement to create between themselves a partnership, joint venture, tenancy-in-common, joint tenancy, or agency relationship for the purpose of developing the Icon Office Building, or for any other purpose whatsoever. Accordingly, notwithstanding any provisions contained herein, nothing in this Agreement or the other documents executed by the parties with respect to the Icon Office Building shall be construed or deemed to create, or to express an intent to create, a partnership, joint venture, tenancy-in-common, joint tenancy, or agency relationship of any kind or nature whatsoever between the parties hereto. The provisions of this section shall survive Completion of Construction.

(xiii) Time Periods. Any time periods in this Agreement of less than thirty (30) days shall be computed based on business days. In addition, any time period which shall end on a day other than a business day shall be deemed to extend to the next business day.

(xiv) Time is of the Essence. Time is of the essence under this Agreement.

*{Signatures on following page}*

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed by their duly authorized officer where applicable and sealed as of the date first above written.

CITY OF HOLLYWOOD

ATTEST:

By: \_\_\_\_\_  
Josh Levy,  
Mayor

By: \_\_\_\_\_  
Patricia A. Cerny,  
City Clerk

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:

By: \_\_\_\_\_  
Douglas R. Gonzales, Esq.,  
City Attorney

STATE OF FLORIDA                    )  
  ):SS  
COUNTY OF BROWARD            )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2018, by Josh Levy, as Mayor of the City of Hollywood, who (check one) ☐ is personally known to me or ☐ produced a valid \_\_\_\_\_ driver's license as identification.

\_\_\_\_\_  
Print or Stamp Name: \_\_\_\_\_  
Notary Public, State of Florida at Large  
Commission No.: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

CITY OF HOLLYWOOD DOWNTOWN  
COMMUNITY REDEVELOPMENT  
AGENCY

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:

By: \_\_\_\_\_  
Jorge Camejo,  
Executive Director

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF FLORIDA                    )  
  ):SS  
COUNTY OF BROWARD            )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2018, by Jorge Camejo, as Executive Director of the Hollywood Downtown Community Redevelopment Agency, who (check one) [ ] is personally known to me or [ ] produced a valid \_\_\_\_\_ driver's license as identification.

\_\_\_\_\_  
Print or Stamp Name: \_\_\_\_\_  
Notary Public, State of Florida at Large  
Commission No.: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

ICON OFFICE BUILDING, LLC

By: BERMAN MANAGEMENT  
GROUP, LLC,  
its Designated Manager

By: \_\_\_\_\_  
Steven Berman,  
President

STATE OF FLORIDA                     )  
  ):SS  
COUNTY OF BROWARD                )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2018, by Steven Berman, as President of Berman Management Group, LLC, as Designated Manager of Icon Office Building, LLC, who (check one) [ ] is personally known to me or [ ] produced a valid \_\_\_\_\_ driver's license as identification.

\_\_\_\_\_  
Print or Stamp Name: \_\_\_\_\_  
Notary Public, State of Florida at Large  
Commission No.: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

BERMAN DEVELOPMENT  
GROUP, L.L.C.

By: BERMAN MANAGEMENT  
GROUP, LLC,  
its Designated Manager

By: \_\_\_\_\_  
Steven Berman,  
President

STATE OF FLORIDA                    )  
  ):SS  
COUNTY OF BROWARD            )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2018, by Steven Berman, as President of Berman Management Group, LLC, as Designated Manager of Berman Development Group, LLC, who (check one) [ ☐ ] is personally known to me or [ ☐ ] produced a valid \_\_\_\_\_ driver's license as identification.

\_\_\_\_\_  
Print or Stamp Name: \_\_\_\_\_  
Notary Public, State of Florida at Large  
Commission No.: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

# **EXHIBIT A**

## **UTILITIES-DRAINAGE-PLAN REVIEW**

10/17/2013 - 12:01 PM

- (1) Provide DDCV with low flow meter.
- (2) The 6"x4" tapping sleeve and valve is required to be stainless steel as well.
- (3) Indicate finished floor elevation of the transformer pad, storage area, pump room, mechanical room on civil paving and drainage plan.
- (4) Pending water meter easement review.

## **FIRE BUREAU-PLAN REVIEW**

10/4/2013 - 11:00 AM

- (1) The following comment is the only one outstanding: Previous comment 14) Show on the plan how you will meet the minimum fire flow requirements as per NFPA 1, 18.4 and 18.4.5.2.2. (MEP engineer states that Civil engineer shall answer)

## **BLDG-STRUCTURAL-PLAN REVIEW**

8/22/2013 - 9:30 AM

- (1) Commercial work is required to be reviewed by the Development and Environmental Regulation Division for review prior to building dept submittal, 1 North University Drive Suite 102 Plantation Fl ,105.2.3.4 Brw admin section. Although the comment screen indicates that the plans were removed on 4/19/13 and taken to DEP for review, cannot find either the DEP or county impact fee review in the file ,This would be in the form of an 8x11 letter from both depts.
- (2) Broward county elevator review is required (105.2.3.11,Broward admin section) 954-765-4400

## **ENGINEERING-PLAN REVIEW**

7/28/2013 - 1:43 PM

- (1) The parking/drive lane/sidewalk/curb line/should match the road cross-section on the block for 19th Avenue. Remove the jog in the curbline.

- (2) The curb line for Tyler Street should match future curb line for City's complete street design.
- (3) Drainage gutter through the southwest crosswalk area needs to be eliminated and install an additional catch basin at southern most space on 19th Avenue. All catch basins should be incorporated in curb line.
- (4) Street lighting should incorporate 3 street lights on 19th Avenue and 3 on Tyler Street to follow the existing light spacing pattern.
- (5) The existing FPL service pole matter at intersection of alley needs to be resolved.
- (6) Parking stalls from face of curb shall be 9 feet in width, similar to Harrison Street.
- (7) Based on current design parameters, provide sidewalk easements to accommodate streetscape design.
- (8) Certified MOT plan needed.
- (9) Provide Staging, Delivery and Construction Parking Plan.
- (10) Obtain all outside agency permits for roadway work.
- (11) Stop sign/Do Not Enter sign is hidden behind column, relocate.
- (12) Provide adequate site triangle from dumpster wall.