

## **INTERIM AGREEMENT**

This Interim Agreement is entered into this \_\_\_\_ day of September, 2020, by and between the **CITY OF HOLLYWOOD, FLORIDA**, a Florida municipal corporation (the “CITY”) and **HOUSING TRUST GROUP, LLC**, a Florida limited liability company, and its respective successors and assigns (“HTG”), pursuant to Section 255.065(6), Florida Statutes:

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

WHEREAS the CITY owns the approximately 2.5 acres of real property located at 309 N. 21<sup>st</sup> Avenue, 2031 Polk Street and 421 N. 21<sup>st</sup> Avenue in the City of Hollywood, Florida, and which are more legally described as follows:

See Exhibit “A” (hereinafter the “Property”);

WHEREAS on March 12, 2020, the CITY received an unsolicited proposal from HTG pursuant to Section 255.065(3), Florida Statutes, to finance, develop, construct and manage an urban, mixed-use project to be known as “University Station,” as more particularly described in its unsolicited proposal;

WHEREAS, the unsolicited proposal from HTG included (a) a description of the proposed project, including the conceptual design of the facilities and a schedule for the initiation and completion of the project, (b) a description of the method by which HTG proposes to secure the necessary property interests required for its proposed project, (c) a description of HTG’s general plans for financing the proposed project, including the sources of HTG’s funds and the identity of any dedicated revenue source or proposed debt or equity investment on behalf of HTG, (d) the name and address of the person to be contacted for additional information concerning the proposal, and (e) the proposed user fees, lease payments, or other service payments over the term of a comprehensive agreement, and the methodology for and circumstances that would allow changes to the user fees, lease payments, and other service payments over time;

WHEREAS, the City determined that the unsolicited proposal submitted by HTG constitutes a qualifying project pursuant to Section 255.065(1)(i), Florida Statutes, as it serves a public purpose as an urban, mixed use project that incorporates a vehicle parking facility and which will be used by the public at large or in support of an accepted public purpose or activity; and

WHEREAS, pursuant to Section 255.065(3)(b), Florida Statutes, the City published a Notice of Unsolicited Proposal for Public Private Partnership Opportunity for University Station in the Florida Administrative Register and the Sun-Sentinel for at least once a week for two weeks, starting on February 19, 2020; and

WHEREAS, the Notice of Unsolicited Proposal for Public Private Partnership Opportunity for University Station stated that the City had received an unsolicited proposal and would accept other proposals for the same project up to March 12, 2020; and

WHEREAS, the City received one timely proposal in response to its Notice of Unsolicited Proposal for Public Private Partnership Opportunity for University Station, from Pinnacle Communities, LLC; and

WHEREAS, oral presentations were made by HTG and Pinnacle Communities, LLC before a City Evaluation Committee on May 11, 2020; and

WHEREAS, the City's Evaluation Committee ranked HTG's unsolicited proposal as its preferred proposal in accordance with Section 255.065(5)(c), Florida Statutes, thereby authorizing the CITY to commence negotiations for a Comprehensive Agreement with HTG, encompassing therein the development, improvement, design, construction, occupation, and management of the Property; and

WHEREAS, at its regularly scheduled meeting of July 1, 2020 the City Commission reviewed the materials provided by staff, including the ranking and recommendation of the City's Selection Committee, ranked HTG's unsolicited proposal as its preferred proposal in accordance with Section 255.065(5)(c), Florida Statutes and authorized City staff to negotiate an Agreement with HTG; and

WHEREAS, in accordance with Section 255.065(6), Florida Statutes, a responsible public entity is authorized to enter into an Interim Agreement with a private entity proposing the development or operation of a qualifying project, before or in connection with the negotiation of a Comprehensive Agreement, for purposes of authorizing the private entity to commence activities for which it can be compensated related to the proposed qualifying project, including, but not limited to, project planning and development, design, environmental analysis and mitigation, survey, other activities concerning any part of the proposed qualifying project, and ascertaining the availability of financing for the proposed facility or facilities, as well as purposes related to an aspect of the development or operation of a qualifying project that the responsible public entity and the private entity deem appropriate; and

WHEREAS, before and in connection with the negotiation of a Comprehensive Agreement, the CITY and HTG are desirous of commencing activities related to the qualifying project and the Property, including but not limited to, permission to enter upon the Property for purposes of conducting environmental analysis and mitigation, surveys, submission of any applications for potential financing, and other activities related to the development of the qualifying project that the CITY and HTG deem appropriate, under terms and conditions set forth herein; and

WHEREAS, at its regularly scheduled meeting on September 16, 2020, the City Commission considered and approved the City's entrance into this Interim Agreement with HTG;

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, and other good and valuable considerations, the adequacy and receipt of which are hereby acknowledged, the CITY and HTG agree as follows:

**1. Recitals.** The foregoing recitals are true and correct and incorporated herein by reference.

## **2. Investigation Period and Commencement Date**

**2.1** In accordance with Section 255.065(6), Florida Statutes, the Parties agree that neither this Interim Agreement, nor any work to be performed in accordance herewith, obligates the CITY to enter into a Comprehensive Agreement with HTG.

**2.2** HTG, through its agents, servants, employees and contractors, is authorized and entitled, at its expense, to commence activities related to the proposed qualifying project, including but not limited to, project planning and development, design, and financial and business planning.

**2.3** HTG, through its agents, servants, employees and contractors, is authorized and entitled, at its expense, to enter upon the Property for the purpose of conducting an investigation, discovery, inspection, and testing of the Property, including soil testing and boring, environmental studies, and surveying;

**2.4** HTG, through its agents, servants, employees and contractors, is authorized and entitled, contingent upon obtaining all necessary approvals and permits, to enter upon the Property for purposes of relocating, improving, or expanding public utilities, at its expense, deemed necessary by both CITY and HTG, for the construction of the qualifying project.

**2.5** This Interim Agreement is contingent upon HTG, including its agents, servants, employees, and contractors, obtaining all the necessary governmental approvals and permits for the construction of the qualifying project by any governmental authority including any federal, state, county municipal or other governmental department or entity with jurisdiction over the Property or the proposed qualifying project. In the event HTG, its agents, servants, employees, and contractors, fail to obtain the necessary permits and approvals if applicable, then this Interim Agreement shall be null and void.

**3. Investigation Period and Commencement Date.** HTG shall have an Investigation Period that will end at the Commencement Date. The Commencement Date is defined in each of the Lease Agreements as defined in Section 6.

**4. Expedited Approvals.** The Parties shall use their best efforts in seeking and providing necessary approvals and permits related to the scope of work under this Interim Agreement. The CITY agrees to reasonably cooperate with HTG in securing all permits and approvals necessary to complete the scope of work under this Interim Agreement.

The CITY hereby consents to HTG's use of privatized inspection services, selected from the CITY's approved list of inspectors, at HTG's option, and sole cost and expense, to perform, under the CITY's guidance, the various inspections and approvals required for the scope of work under this Interim Agreement.

**5. Effective Date.** The Effective Date of this Interim Agreement shall be the date the last party executes this Interim Agreement.

**6. Lease Agreements.** In order to facilitate certain funding mechanisms available to the Property as a result of the ultimate project improvements proposed and as contemplated in HTG's proposal, the City agrees to enter into Lease Agreements for the Project (Phase I and Phase II) ("Lease Agreements"). These Lease Agreements will be entered into with the following single purpose entities created by HTG for the purpose of owning the improvements during the term of the Lease Agreements: **University Station I, LLC**, a Florida limited liability company; and **University Station II, LTD**, a Florida limited partnership. Copies of the Lease Agreements are attached as Exhibits "B" and "C". The Lease Agreements shall be amended, if required and as needed in connection with the Comprehensive Agreement. In the event a Comprehensive Agreement is not entered into between the City and HTG by June 30, 2022, the parties agree and acknowledge to mutually terminate the Lease Agreements or cause to have the Lease Agreements terminated, within thirty (30) days thereafter.

## **7. Indemnity**

**7.1** HTG shall protect, defend, indemnify and hold harmless the CITY, its officials, officers, employees and agents from and against any and all claims, demands, causes of action, lawsuits, penalties, damages, settlements, judgments, decrees, costs, charges and other expenses, including reasonable attorney's fees and costs through trial and the appellate level, or liabilities of every kind, nature or degree arising out of or in connection with the rights, responsibilities and obligations of HTG under this Interim Agreement, conditions contained therein, the location, construction, repair, or use by HTG, or the breach or default by HTG, its agents, servants, employees or contractors of any covenant or provision of this Interim Agreement, the negligent acts or omission or willful misconduct of HTG or its agents, servants, employees or contractors except for any occurrence arising out of or resulting from the intentional torts or gross negligence of CITY, its officers and employees acting within the course and scope of their employment. Without limiting the foregoing, any and all such claims, suits, causes of action relating to personal injury, death, damage to property, defects in construction, rehabilitation or restoration of any of the Property by HTG, its agents, servants, employees or contractors, alleged infringement of any patents, trademarks, copyrights or of any other tangible or intangible personal or real property right by HTG, its agents, servants, employees or contractors or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation or decree of any court by HTG, its agents, servants, employees or consultants are included in the indemnity.

HTG further agrees, upon proper and timely notice, to investigate, handle, respond to, provide defense for, and defend any such claims at its sole expense and agrees to bear all other costs and expenses related thereto even if the claim is groundless, false or fraudulent, and if called upon by CITY, HTG shall assume and defend not only itself, but also the CITY in connection with any claims, suits, or causes of action, and any such defense shall be at no cost or expense whatsoever to the CITY, provided that the CITY (exercisable by City Attorney) shall retain the right to select counsel of its own choosing. This indemnification shall survive termination, revocation or expiration of this Interim Agreement and shall cover any acts or omissions occurring during the term of the Interim Agreement, including any period after termination, revocation or expiration of the Interim Agreement while any curative acts are undertaken and is not limited by insurance coverage. Notwithstanding the foregoing, the discovery by HTG of contamination at the Property shall not, by itself, be considered

damage to property resulting from HTG's or its agents, servants, employees, or contractors' use of or access to the Property which is subject to the indemnity covenants of HTG contained herein.

**Upon request by CITY, HTG shall provide copies of all property condition reports and environmental assessments conducted or surveys completed by HTG, its agents, employees or contractors on the Property.**

**7.2.** All construction materials, equipment, goods, signs and any other personal property of HTG, its agents, servants, employees or contractors, shall be protected solely by HTG. HTG acknowledges and agrees that the CITY assumes no responsibility, whatsoever, for any such item and that the security and protection of any such item from theft, vandalism, the elements, acts of God, or any other cause, are strictly the responsibility of HTG.

## **8. Insurance.**

**8.1** As a condition precedent to the effectiveness of this Interim Agreement, during the term of this Interim Agreement and during any renewal or extension term of this Interim Agreement, HTG, at its sole expense, shall provide insurance of such types and with such terms and limits as noted below. Providing proof of and maintaining adequate insurance coverage are material obligations of HTG. HTG shall provide the CITY a certificate of insurance evidencing such coverage. HTG's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by HTG shall not be interpreted as limiting HTG's liability and obligations under this Interim Agreement. All insurance policies shall be through insurers authorized or eligible to write policies in the State of Florida and possess an A.M. Best rating of A-, VII or better, subject to approval by the CITY's Risk Manager.

The coverages, limits, and/or endorsements required herein protect the interests of the CITY, and these coverages, limits, and/or endorsements shall in no way be required to be relied upon by HTG for assessing the extent or determining appropriate types and limits of coverage to protect HTG against any loss exposures, whether as a result of this Interim Agreement or otherwise. The requirements contained herein, as well as the CITY's review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by HTG under this Interim Agreement.

**8.2** The following insurance policies and coverages are required:

### **Commercial General Liability**

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- \$5,000,000 each occurrence and \$5,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- \$5,000,000 each occurrence and \$5,000,000 aggregate for Products and Completed Operations

Policy must include coverage for contractual liability and independent contractors.

The CITY, a Florida municipal corporation, its officials, employees, and volunteers are to be covered as an additional insured with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability arising out of activities performed by or on behalf of HTG. The coverage shall contain no special limitation on the scope of protection afforded to the CITY, its officials, employees, and volunteers.

#### **Business Automobile Liability**

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident.

If HTG does not own vehicles, HTG shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

#### **Crane and Rigging Liability**

Coverage must be afforded for any crane operations under the Commercial General or Business Automobile Liability policy as necessary, in line with the limits of the associated policy.

#### **Pollution and Remediation Legal Liability (Hazardous Materials)**

For the purpose of this section, the term “hazardous materials” includes all materials and substances that are designated or defined as hazardous by Florida or federal law or by the rules or regulations of Florida or any federal agency. If work being performed involves hazardous materials, the Contractor shall procure and maintain any or all of the following coverage, which will be specifically addressed upon review of exposure.

#### **Contractors Pollution Liability Coverage**

For sudden and gradual occurrences and in an amount not less than \$1,000,000 per claim arising out of this Agreement, including but not limited to, all hazardous materials identified under the Agreement.

#### **Asbestos Liability Coverage**

For sudden and gradual occurrences and in an amount not less than \$1,000,000 per claim arising out of work performed under this Agreement.

#### **Disposal Coverage**

The Contractor shall designate the disposal site and furnish a Certificate of Insurance from

the disposal facility for Environmental Impairment Liability Insurance, covering liability for sudden and accidental occurrences in an amount not less than \$1,000,000 per claim and shall include liability for non-sudden occurrences in an amount not less than \$1,000,000 per claim.

### **Hazardous Waste Transportation Coverage**

The Contractor shall designate the hauler and furnish a Certificate of Insurance from the hauler for Automobile Liability insurance with Endorsement MCS90 for liability arising out of the transportation of hazardous materials in an amount not less than \$1,000,000 per claim limit and provide a valid EPA identification number.

### **Property Coverage (Builder's Risk)**

Coverage must be afforded in an amount not less than 100% of the total project cost, including soft costs, with a deductible of no more than \$25,000 each claim. Coverage form shall include, but not be limited to:

- All Risk Coverage including Flood and Windstorm with no coinsurance clause
- Guaranteed policy extension provision
- Waiver of Occupancy Clause Endorsement, which will enable the City to occupy the facility under construction/renovation during the activity
- Storage and transport of materials, equipment, supplies of any kind whatsoever to be used on or incidental to the project
- Equipment Breakdown for cold testing of all mechanized, pressurized, or electrical equipment

This policy shall insure the interests of the owner, contractor, and subcontractors in the property against all risk of physical loss and damage, and name the CITY as a loss payee. This insurance shall remain in effect until the work is completed and the property has been accepted by the CITY.

### **Workers' Compensation and Employer's Liability**

Coverage must be afforded per Chapter 440, Florida Statutes. Any person or entity performing work for or on behalf of the CITY must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the CITY's Risk Manager, if they are in accordance with Florida Statute.

HTG waives, and HTG shall ensure that HTG's insurance carrier waives, all subrogation rights against the CITY and the CITY's officers, employees, and volunteers for all losses or damages. The CITY requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.

HTG must be in compliance with all applicable State and federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act and the Jones Act, if applicable.

## **Insurance Certificate Requirements**

- a. HTG shall provide the CITY with valid Certificates of Insurance (binders are unacceptable) no later than thirty (30) days prior to the start of work contemplated in this Agreement.
- b. HTG shall provide to the CITY a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.
- c. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of HTG to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.
- d. In the event the Agreement term goes beyond the expiration date of the insurance policy, HTG shall provide the CITY with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The CITY reserves the right to suspend the Agreement until this requirement is met.
- e. The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.
- f. The CITY shall be named as an Additional Insured on all liability policies, with the exception of Workers' Compensation.
- g. The CITY shall be granted a Waiver of Subrogation on HTG's Workers' Compensation insurance policy.
- h. The title of the Agreement, Bid/Contract number, event dates, or other identifying reference must be listed on the Certificate of Insurance.

The Certificate Holder should read as follows:

City of Hollywood  
2600 Hollywood Boulevard  
Hollywood, Florida 33020

HTG has the sole responsibility for all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for adding the CITY as an Additional Insured shall be at HTG's expense.



If HTG's primary insurance policy/policies do not meet the minimum requirements, as set forth in this Agreement, HTG may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.

HTG's insurance coverage shall be primary insurance as respects to the CITY, a Florida municipal corporation, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the CITY, a Florida municipal corporation, its officials, employees, or volunteers shall be non-contributory.

Any exclusion or provision in any insurance policy maintained by HTG that excludes coverage required in this Agreement shall be deemed unacceptable and shall be considered breach of contract.

All required insurance policies must be maintained until the contract work has been accepted by the CITY, or until this Agreement is terminated, whichever is later. Any lapse in coverage shall be considered breach of contract. In addition, HTG must provide to the CITY confirmation of coverage renewal via an updated certificate should any policies expire prior to the expiration of this Agreement. The CITY reserves the right to review, at any time, coverage forms and limits of HTG's insurance policies.

HTG shall provide notice of any and all claims, accidents, and any other occurrences associated with this Agreement to HTG's insurance company or companies and the CITY's Risk Management office, as soon as practical.

It is HTG's responsibility to ensure that any and all of HTG's independent contractors and subcontractors comply with these insurance requirements. All coverages for independent contractors and subcontractors shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of HTG.

**9. Joint Preparation.** Each party and its counsel have participated fully in the review and revision of this Interim Agreement and acknowledge that the preparation of this Interim Agreement has been their joint effort. The language in this Interim Agreement expresses the mutual intent of each party and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one party than the other. The language in this Interim Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

**10. Severability.** If any provision of this Interim Agreement, or its application to any person or situation, is deemed invalid or unenforceable for any reason and to any extent, the remainder of this Interim Agreement, or the application of the remainder of the provisions, shall not be affected. Rather, this Interim Agreement is to be enforced to the extent permitted by law. The captions, headings and title of this Interim Agreement are solely for convenience of reference and are not to affect its interpretation. Each covenant, term, condition, obligation or other provision of the Interim Agreement is to be construed as a separate and independent covenant of the party who is bound by or who undertakes it, and each is independent of any other provision of this Interim Agreement, unless otherwise expressly provided. All terms and words used in this Interim Agreement, regardless of the number or gender in which they are used, are

deemed to include any other number and other gender, as the context requires.

**11. No Waiver of Sovereign Immunity.** Nothing contained in this Interim Agreement is intended to serve as a waiver of sovereign immunity by any agency to which sovereign immunity may be applicable.

**12. No Third Party Beneficiaries.** The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Interim Agreement. Neither of the parties intends to directly or substantially benefit a third party by this Interim Agreement. The parties agree that there are no third party beneficiaries to this Interim Agreement and that no third party shall be entitled to assert a claim against either of the parties based upon this Interim Agreement. Nothing herein shall be construed as consent by any agency or political subdivision of the State of Florida to be sued by third parties in any manner arising out of any contract.

**13. Non-Discrimination.** HTG shall not discriminate against any person in the performance of duties, responsibilities and obligations under this Interim Agreement because of race, age, religion, color, gender, national origin, marital status, disability or sexual orientation.

**14. Termination.** In the event a Comprehensive Agreement is not entered into between the City and HTG by June 30, 2022, the parties agree and acknowledge to mutually terminate the attached Lease Agreements and this Interim Agreement or cause to have the Lease Agreements and this Interim Agreement terminated, within thirty (30) days thereafter.

**15. Breach.** A material breach of this Interim Agreement by HTG shall be grounds for the CITY to terminate this Interim Agreement, except that before such termination, HTG shall be entitled to ten (10) days written notice and an opportunity to cure the breach within such period. Notice of any breach may be sent as provided in Section 19, Notice, of this Interim Agreement.

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

**17. Governing Law.** This Interim Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Interim Agreement, and any action involving the enforcement or interpretation of any rights hereunder, shall be brought exclusively in the state courts of the Seventeenth Judicial Circuit in Broward County, Florida, and venue for litigation arising out of this Interim 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. By entering into this Interim Agreement, CITY and HTG hereby expressly waive any rights either party may have to a trial by jury of any civil litigation related to this Interim Agreement or any acts or omissions in relation thereto.

**18. Scrutinized Companies.** As a condition precedent to the effectiveness of this Interim Agreement and as a condition precedent to any renewal of this Interim Agreement, HTG certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2018), as may be amended or revised, and that it is not engaged in a boycott of Israel. The CITY may terminate this Interim Agreement at the CITY's option if HTG is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2018), as may be amended or revised, or been placed on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2018), as may be amended or revised, or is engaged in a boycott of Israel as defined in Sections 287.135 and 215.4725, Florida Statutes (2018), as may be amended or revised.

**19. Notice.** Whenever any party desires to give notice to any other party, it must be given by written notice sent by electronic mail, followed by registered United States mail, with return receipt requested, addressed to the party for whom it is intended at the place designated below and the place so designated shall remain such until they have been changed by written notice in compliance with the provisions of this section. For the present, the parties designate the following as the respective places for giving notice:

**CITY:**

City of Hollywood  
Office of Communications, Marketing and Economic Development  
2600 Hollywood Boulevard  
Room 203  
Hollywood, FL 33020  
Attn: Raelin Storey

With a copy to:

City of Hollywood  
Office of the City Attorney  
2600 Hollywood Boulevard  
Hollywood, FL 33020  
Attn: Douglas R. Gonzales

**HTG:**

Matthew Rieger, Esq  
President and CEO  
Housing Trust Group, LLC  
3225 Aviation Avenue, 6<sup>th</sup> Floor  
Coconut Grove, FL 33133

With a copy to:

Debbie Orshefsky, Esq. (debbie.orshefsky@hklaw.com)  
Holland & Knight LLP  
515 East Las Olas Blvd., Ste. 1200  
Fort Lauderdale, FL 33301

**[THE BALANCE OF THIS PAGE REMAINS INTENTIONALLY BLANK.]**

**IN WITNESS WHEREOF**, the parties hereto, through their duly authorized representatives, have executed this Interim Agreement to be effective as of the day and year first set forth above.

**CITY:**

**CITY OF HOLLYWOOD**, a municipal corporation of the State of Florida

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

By: \_\_\_\_\_  
David Keller, Interim Director, Financial Services

ATTEST:

\_\_\_\_\_  
Patricia Cerny, MMC City Clerk

Approved as to form and legal sufficiency  
for the use and reliance of the  
City of Hollywood, Florida:

\_\_\_\_\_  
Douglas R. Gonzales, City Attorney

**HTG:**

**HOUSING TRUST GROUP, LLC**, a Florida limited liability company

By: \_\_\_\_\_  
Matthew Rieger, President and CEO

## **Exhibit "A"**

### **LEGAL DESCRIPTION**

#### **DESCRIPTION OF BLOCK 11 -SHUFFLEBOARD CENTER:**

BEING THAT PORTION OF BLOCK 11 AND PUBLIC RIGHT-OF-WAY ADJACENT THERETO, "RE-SUBDIVISION OF BLOCKS ELEVEN AND TWELVE HOLLYWOOD", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 3, PAGE 1, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE POINT OF INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF POLK STREET WITH THE EAST RIGHT-OF-WAY LINE OF NORTH 21ST AVENUE, BEING A LINE FIFTY (50) FEET EAST OF, AND PARALLEL WITH THE EAST RIGHT-OF-WAY LINE OF THE F.E.C. RAILROAD;

THENCE NORTHERLY ALONG SAID EAST RIGHT-OF-WAY LINE AND THE NORTHERLY EXTENSION OF THE MOST WESTERLY LINE OF SAID BLOCK 11, A DISTANCE OF 282.98 FEET TO A POINT OF INTERSECTION WITH THE SOUTH RIGHT-OF-WAY LINE OF TAYLOR STREET;

THENCE EASTERLY ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 135 FEET TO A POINT OF INTERSECTION WITH THE WEST LINE OF A 15 FOOT-WIDE ALLEY; THENCE SOUTHERLY ALONG SAID WEST LINE, A DISTANCE OF 282.98 FEET TO A POINT OF INTERSECTION WITH SAID NORTH RIGHT-OF-WAY LINE OF POLK STREET;

THENCE WESTERLY ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 135 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATED, LYING AND BEING IN THE CITY OF HOLLYWOOD, BROWARD COUNTY, FLORIDA. CONTAINING 0.88 ACRES (38,202 SQUARE FEET), MORE OR LESS.

#### **DESCRIPTION OF POLK STREET PARKING LOT:**

BEING ALL OF LOTS 8, 9, 10, 11, 12 AND 13, BLOCK 11, "HOLLYWOOD", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGE 21, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF SAID LOT 8, BLOCK 11, BEING A POINT OF INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF POLK STREET WITH THE EAST LINE OF A 15 FOOT ALLEY AND THE WEST LINE OF SAID LOT 8; THENCE NORTHERLY ALONG SAID WEST LINE OF SAID LOT 8, A DISTANCE OF 134.61 FEET TO THE NORTHWEST CORNER OF SAID LOT 8, BEING A POINT OF INTERSECTION OF SAID EAST LINE OF A 15 FOOT ALLEY WITH THE SOUTH LINE OF A 14 FOOT ALLEY;

THENCE EASTERLY ALONG THE NORTH LINE OF LOTS 8 THROUGH 13, AND SAID

SOUTH LINE OF SAID 14 FOOT ALLEY, A DISTANCE OF 240.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 13, BLOCK 11;

THENCE SOUTHERLY, ALONG THE EAST LINE OF SAID LOT 13, A DISTANCE OF 134.55 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF POLK STREET; THENCE WESTERLY, ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 240.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT 8 AND THE POINT OF BEGINNING.

SAID LANDS SITUATED, LYING AND BEING IN THE CITY OF HOLLYWOOD, BROWARD COUNTY, FLORIDA. CONTAINING 0.74 ACRES (32,297 SQUARE FEET) MORE OR LESS.

**DESCRIPTION OF FORMER FIRE STATION (BARRY UNIVERSITY):**

BEING THAT PORTION OF BLOCK 12 AND PUBLIC RIGHT-OF-WAY ADJACENT THERETO, "RE-SUBDIVISION OF BLOCKS ELEVEN AND TWELVE HOLLYWOOD", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 3, PAGE 1 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE POINT OF INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF TAYLOR STREET WITH THE EAST RIGHT-OF-WAY LINE OF NORTH 21ST AVENUE, BEING A LINE 50 FEET EAST OF AND PARALLEL WITH THE EAST RIGHT-OF-WAY LINE OF THE F.E.C. RAILROAD;

THENCE NORTHERLY ALONG SAID EAST RIGHT-OF-WAY LINE AND THE NORTHERLY EXTENSION OF THE MOST WESTERLY LINE OF BLOCK 11 OF SAID PLAT, A DISTANCE OF 287.66 FEET TO A POINT OF INTERSECTION WITH THE SOUTH RIGHT-OF-WAY LINE OF FILLMORE STREET;

THENCE EASTERLY ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 135 FEET TO A POINT OF INTERSECTION WITH THE WEST LINE OF A 15 FOOT-WIDE ALLEY; THENCE SOUTHERLY ALONG SAID WEST LINE, A DISTANCE OF 287.66 FEET TO A POINT OF INTERSECTION WITH THE NORTH RIGHT-OF-WAY LINE OF TAYLOR STREET;

THENCE WESTERLY ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 135 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATED, LYING AND BEING IN HOLLYWOOD, BROWARD COUNTY, FLORIDA. CONTAINING 0.89 ACRES (38,834 SQUARE FEET) MORE OR LESS.

**Exhibit “B”**

University Station – Phase I Agreement



**Exhibit “C”**

University Station – Phase II Agreement