

**DEVELOPMENT AGREEMENT BETWEEN
CITY OF NORTH MIAMI, FLORIDA AND CAUSEWAY VILLAGE, LLC
REGARDING DEVELOPMENT OF THE CAUSEWAY VILLAGE PROJECT**

THIS AGREEMENT is entered this 26 day of February, 2019, by and between Causeway Village, LLC, a Florida limited liability company (“Causeway Village”), and the CITY OF NORTH MIAMI, FLORIDA, a municipal corporation and a political subdivision of the State of Florida (“City”) (Causeway Village and the City together referred to as the “Parties”).

WITNESSETH:

WHEREAS, Causeway Village holds fee simple title to 4.13 acres of property located just west of Broad Causeway on Northeast 123rd Street, North Miami, Florida (the “Property”; legal description of which is attached hereto as Exhibit “A”);

WHEREAS, the Property is currently underutilized in that it is vacant land;

WHEREAS, the current status of the Property is inconsistent with the City’s development vision for the area, and the City wishes to encourage development of the Property;

WHEREAS, Causeway Village wishes to develop the Property as a higher density, mixed-use residential/retail development specifically designed to be a luxury, environmentally friendly, mixed use residential development known as Causeway Village which will provide much needed luxury rentals that the City needs (the “Project”);

WHEREAS, the City has approved the extension of the Planned Corridor Overlay District (“PCD”) to include the Property;

WHEREAS, the extension of the PCD to include the Property, pursuant to the provisions of Policy number 1.18.3 (d) of the Future Land Use Element of the City’s Comprehensive Plan and section 4-306 of the Land Development Regulations (LDRs) of the City of North Miami, allows mixed use development with a maximum density of 125 dwelling units per acre and maximum height of 110 feet (without bonus).

WHEREAS, Causeway Village has agreed to execute a Declaration of Restriction which limits the density of the dwelling units to 297 (equates to approx. 72 du/ac) and height to 99.6 feet;

WHEREAS, the City’s LDRs, section 3-1301 requires development within a PCD to be governed by a Development Agreement between the property owner and the City;

WHEREAS, this Development Agreement (“Agreement”) satisfies the requirements set forth in the City’s LDRs;

WHEREAS, the City and Causeway Village wish for development of the Project to proceed substantially in accordance with the guidelines provided in the City’s LDRs;

WHEREAS, the City and Causeway Village wish for development of the Project to proceed in a manner which is consistent with the City’s Comprehensive Plan (the “Comprehensive Plan”);



WHEREAS, the lack of certainty in the approval of development can result in a waste of economic and land resources, discourage sound capital improvement planning and financing, escalate the cost of housing and development, and discourage commitment to comprehensive planning;

WHEREAS, assurance to a developer that it may proceed in accordance with existing laws and policies, subject to the conditions of a development agreement, strengthens the public planning process, encourages sound capital improvement planning and financing, assists in assuring there are adequate capital facilities for the development, encourages private participation in comprehensive planning, and reduces the economic costs of development;

WHEREAS, the Mayor and City Council of the City of North Miami, Florida pursuant to Resolution No. 2019-R-012, adopted January 22, 2019 has authorized the City Manager to execute this Agreement upon the terms and conditions as set forth below, and the Managing Members have authorized Causeway Village to execute this Agreement upon the terms and conditions set forth below;

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, the parties mutually agree and bind themselves as set forth herein:

Section 1. Consideration. The Parties hereby agree that the consideration and obligations recited and provided for under this Agreement constitute substantial benefits to both parties and thus adequate consideration for this Agreement.

Section 2. Rules of Legal Construction.

For all purposes of the Agreement, unless otherwise expressly provided:

- (a) A defined term has the meaning assigned to it;
- (b) Words in the singular include the plural, and words in the plural include the singular;
- (c) A pronoun in one gender includes and applies to other genders as well;
- (d) The terms “hereunder”, “herein”, “hereof”, “hereto” and such similar terms shall refer to the instant Agreement in its entirety and not to individual sections or articles;
- (e) The Parties hereto agree that this Agreement shall not be more strictly construed against either the City or Causeway Village, as all parties are drafters of this Agreement; and
- (f) The recitals are true and correct and are incorporated into and made a part of this Agreement. The attached exhibits shall be deemed adopted and incorporated into the Agreement; provided however, that this Agreement shall be deemed to control in the event of a conflict between the attachments and this Agreement.

Section 3. Definitions. Capitalized terms which are not specifically defined herein shall have the meaning given in the City’s LDRs.



“Agreement” means this Agreement between the City and Causeway Village.

“City” means the City of North Miami, a municipal corporation and a political subdivision of the State of Florida, and all departments, agencies and instrumentalities subject to the jurisdiction thereof.

“Comprehensive Plan” means the comprehensive plan known as the City of North Miami Comprehensive Plan, adopted by the City pursuant to Chapter 163, Florida Statutes (2015), meeting the requirements of Section 163.3177, Florida Statutes (2015), Section 163.3178, Florida Statutes (2015) and Section 163.3221(2), Florida Statutes (2015), which is in effect as of the Effective Date.

“County” means Miami-Dade County, a political subdivision of the State of Florida.

“Development” means the carrying out of any building activity, the making of any material change in the use or appearance of any structure or land, or the dividing of land into three or more parcels and such other activities described in Section 163.3221(4), Florida Statutes (2018).

“Development Order” means any order granting, denying, or granting with conditions an application for a Development Permit, including the Site Plan, as defined hereinafter.

“Development Permit” shall have the meaning set forth in Section 163.3221(5), Florida Statutes (2018).

“Effective Date” is the date of recordation of the executed, original version of this Agreement.

“Existing Zoning” is Planned Corridor Overlay District (“PCD”), in accordance with the Land Development Regulations (LDRs) of the City of North Miami as amended through the Effective Date, which together comprise the effective land development regulations governing development of the Property as of the Effective Date.

“Land” means the earth, water, and air, above, below, or on the surface and includes any improvements or structures customarily regarded as land.

“Laws” means all ordinances, resolutions, regulations, comprehensive plans, land development regulations, and rules adopted by a local government affecting the development of land.

“Project Approvals” shall mean the Development Order issued by the City for the development of the Project.

“Public Facilities” means major capital improvements, including, but not limited to, transportation, sanitary sewer, solid waste, drainage, potable water, educational, parks and recreational, streets, parking and health systems and facilities.



“Site Plan” shall mean that certain site plan for the Project entitled Causeway Village.

Section 4. Purpose. The purpose of this Agreement is for the City to authorize Causeway Village to develop the Project pursuant to the City’s LDRs. This Agreement will establish, as of the Effective Date, the land development regulations which will govern development of the Project, thereby providing the Parties with additional certainty during the development process. This Agreement also satisfies Section 3-1307 of the City’s LDRs.

Section 5. Intent. Causeway Village and the City intend for this Agreement to be construed and implemented so as to effectuate the purpose of the City’s LDRs, the Comprehensive Plan and the Florida Local Government Development Agreement Act, Section 163.3220 - 163.3243, Florida Statutes (2018).

Section 6. Applicability. This Agreement only applies to the Project.

Section 7. Term of Agreement, Effective Date and Binding Effect. This Agreement shall have a term of thirty (30) years from the Effective Date and shall be recorded, within fourteen (14) days of execution by all parties, in the public records of Miami-Dade County and filed with the City Clerk. The term of this Agreement may be extended by mutual consent of the Parties subject to a public hearing, pursuant to Section 163.3225, Florida Statutes (2018). This Agreement shall become effective on the Effective Date and shall constitute a covenant running with the land that shall be binding upon, and inure to, the benefit of the parties, their successors, assigns, heirs, legal representatives, and personal representatives.

Causeway Village agrees that it shall be responsible for all recording fees and other related fees and costs related to the recording and delivery of this Agreement as described in this section.

Section 8. Permitted Development Uses and Building Intensities.

(a) PCD Designation. The City has designated the Property as a PCD on the official zoning map of the City, pursuant to the applicable procedures in its LDRs. The City has determined that the uses, intensities and densities of development permitted thereunder are consistent with the Comprehensive Plan.

(b) Density, Intensity, Uses and Building Heights.

- (1) As of the Effective Date, the density proposed for the Property is approximately 297 units (approximately 71.91 units per acre).
- (2) As of the Effective Date, the non-residential development on the Property is approximately 15,481 sq. ft. of retail space, which could include restaurants and shops and any other uses permitted by the Existing Zoning.
- (3) As of the Effective Date, approximately 487 covered structured parking spaces is being proposed.
- (4) As of the Effective Date, the height being proposed for the Project is 99.6 feet from the ground floor slab to the top of the 9th floor roof slab.



- (5) Nothing herein shall prohibit Causeway Village from requesting an increase in the density or intensity of development permitted on the Property in accordance with the City's LDRs and the Declaration of Restriction so long as the density or intensity is consistent with the Comprehensive Plan as it exists on the Effective Date. Said request shall be made in writing and approved by a supermajority vote of the City's Council at an open noticed public hearing.

Section 9. Public Facilities to Serve the Property.

- (1) In accordance with section 163.3227(1) (d), Florida Statutes (2018), the proposed development will be serviced by those roadway transportation facilities currently in existence as provided by state, county, and local roadways. The proposed development will also be serviced by public transportation facilities currently in existence, as provided by Miami-Dade County, the City of North Miami, and such other governmental entities as may presently operate public transportation services within the City of North Miami. Sanitary sewer, solid waste, drainage, and potable water services for the proposed development shall be those services currently in existence and owned or operated by Miami-Dade County, the Miami-Dade County Water and Sewer Department, and the City of North Miami. The proposed development shall be serviced by those existing educational facilities owned or operated by the Miami-Dade County Public Schools District. The proposed development shall be serviced by those existing parks and recreational facilities owned and operated by the United States Government within Miami-Dade County, by the State of Florida, by Miami-Dade County, and by the City of North Miami. The proposed development shall be serviced by those existing health systems and facilities operated by the United States Government within Miami-Dade County, by the State of Florida, by Miami-Dade County, and by the City of North Miami.
- (2) Causeway Village hereby covenants and agrees that it will install sidewalks as required by the City's LDRs and the approved Site Plan. The estimated cost of installation of said sidewalks is \$27,000.00. Upon, pulling the required permits for the Project, Causeway Village shall provide the City with a cashier's check, a payment and performance bond or letter of credit in the amount of one hundred fifteen (115) percent of the estimated cost of installing said sidewalks, to be deposited with the City to secure construction of same.
- (3) Causeway Village has conducted a comprehensive traffic study and has agreed with the City's Traffic Engineers as to methodology in connection with the Project and agrees:
 - (a) To contribute to the traffic impact fee program established by Policy 2A.2.3 of the Transportation Element of the City's Comprehensive Plan in the amount of \$25,000 per year for a 4-year period; with said 4- year period commencing within 16 months from the issuance of a certificate of occupancy by the City; and



- with such contribution entitling the Owner to an option for the placement of advertising for the Project in or on NOMI express buses;
- (b) To provide updated crash data and include the segment of NE 123rd Street adjacent to the site prior to DRC final approval;
 - (c) To provide pedestrian and bicycle linkages within the Project to any and all transit stops that are immediately contiguous with the Property to connect residents and visitors with public transit, consistent with Policy 2A.2.6 of the Transportation Element of the Comprehensive Plan;
 - (d) To provide sidewalk improvements on the Northern and Western boundaries of the Property, as depicted in the Project's site plan, pursuant to the provisions of Policy 2A.2.7 of the Transportation Element of the Comprehensive Plan; and
 - (e) To cooperate with the Florida Department of Transportation (FDOT), pursuant to the provisions of Policy 2C.2.1 of the Transportation Element of the Comprehensive Plan, as required by that agency for any necessary improvements, including a traffic management plan if applicable to NE 123rd Street, which is a State-owned right-of way.

Section 10. Project Approval.

- (a) Applications for Development Approvals and Development Permits. Following the Effective Date of this Agreement, the Causeway Village will initiate and diligently pursue all application for Development Orders and Development Permits that were not previously initiated. The City shall process all Development Permit and The Development Order application in a timely fashion and join in application(s) as may be necessary. Notwithstanding the foregoing, Causeway Village shall be solely responsible for obtaining all final, non-appealable Development Orders and Development Permits for the Project.
- (b) Site Plan. The Site Plan has been designed to conform with the terms and criteria provided in this Agreement and with the LDRs in effect as of the Effective Date. Any modification of the Site Plan shall be approved so long as the site development criteria within the Development subject to the Site Plan are in compliance with the Project Approvals and are generally consistent with the terms contained in this Agreement. If it is found during the review that said modifications to the Site Plan are substantial and that the proposed Development does not substantially comply with the Project Approvals, Causeway Village shall either revise the Site Plan to substantially comply or request approval of the deviation of the City Commission as provided in the LDRs.



In the event the City does not approve the Site Plan, Causeway Village maintain, in addition to any and all legal remedies, the right and the ability to appeal the administrative decision directly to the Zoning Appeals Board to determine whether the City administrator erred in its decision to deny the approval of the Site Plan based on the plan's conformance with this Agreement, the Project Approvals and the LDRs in effect as of the Effective Date. The City agrees to process any appeal to the Zoning Appeals Board in accordance with the procedures defined in the City's Code.

- (c) Prohibition on Downzoning. For the duration of this Agreement, the City shall not downzone or otherwise limit the ability of Causeway Village to develop the Property in accordance with the Project Approvals and nothing shall prohibit the issuance of further development orders and approvals in conformity with same, except as provided in Section 163.3233(2), Florida Statutes (2018). For the term of this Agreement, the City hereby agrees that it shall permit the development of the Project in accordance with the LDRs, The Comprehensive Plan, and existing laws and policies as of the Execution Date which are or may be applicable to the Property, subject to the conditions of this Agreement. However, nothing herein shall prohibit an increase in developmental density or intensity within the Project in a manner consistent with the Comprehensive Plan, LDRs, or any change requested or initiated by Causeway Village in accordance with applicable provisions of law. Moreover, the City may apply subsequently adopted laws and policies to the Property solely pursuant to, and in accordance with, Section 163.3233(2), Florida Statutes (2018).
- (d) Pursuant to Section 163.3233(2), Florida Statutes (2018), this prohibition on downzoning supplements, rather than supplants, any rights that may vest to Causeway Village under Florida or Federal law. As a result, Causeway Village may challenge any subsequently adopted changes to land development regulations based on (a) common law principles including, but not limited to, equitable estoppel and vested rights, or (b) statutory rights which may accrue by virtue of Chapter 70, Florida Statutes (2018).

Section 11. Laws Governing this Agreement. For the entire term of this Agreement, the City hereby agrees that the City's LDRs governing the development of the Property as they exist as of the Execution Date of this Agreement shall govern the development of the Property and the Project during the Term. Notwithstanding the foregoing, the City may apply subsequently adopted laws or policies of Citywide applicability to the Property and the Project particularly as they may relate to quality of life issues such as, but not limited to noise, litter, alcohol use and hours of operation as permitted or required by the Act, including without limitation, Section 163.3233(2), Florida Statutes, as same may be amended from time to time; provided, however, that this provision shall not be deemed to apply to regulations governing height, floor area ratio (FAR), density, parking requirements or permitted use.

Section 12. Compliance with Local Regulations Regarding Development Permits. This Agreement is not and shall not be construed as a Development Permit, approval or authorization to commence any development, fill, or other land modification. Pursuant to section 163.3227(1)(i), Florida Statutes (2018), Causeway Village and the City agree that the failure of this Agreement to address a particular permit, approval, procedure, condition, fee, term or restriction in effect on the



Execution Date of this Agreement shall not relieve Causeway Village of the necessity of substantially complying with the regulation governing said permitting requirements, conditions, fees, terms or restrictions, subject to the terms of Section 10(b) of this Agreement.

Section 13. Reservation of Rights. This Agreement shall not affect any rights that may have accrued to any party to this Agreement under applicable laws and each party hereto reserves any and all of such rights. Furthermore, nothing set forth in this Agreement shall in any way prohibit or restrict Causeway Village's right to submit all or any part of the Property to condominium form of ownership and/or submit all or any part of the Property to any associations or other governing documents, so long as, in either case, the rights provided to City in this Agreement are not adversely reduced as a result of the creation of such condominium regime(s) or association(s) or the like. The mere conversion of the style of ownership or subsequent conveyance of ownership shall not be deemed to be adverse. To the extent required, the City will execute any documents necessary to implement and consistent with this paragraph.

Section 14. Consistency with the City's Comprehensive Plan. The City has adopted and implemented the Comprehensive Plan. The City hereby finds and declares that the provisions of this Agreement dealing with the Property and the Project are consistent with the City's Comprehensive Plan and LDRs (subject to all applicable requirements, permits and approvals).

Section 15. Concurrency. Causeway Village shall be solely responsible for obtaining all land use permits, including but not limited to, all permits and approvals required pursuant to Section 163.3180, Florida Statutes (2018), with respect to concurrency requirements for roads, sanitary sewer, solid waste, drainage, potable water, parks and recreation, and schools (the "Concurrency Requirements"). Prior to applying for its building permits for the Project, Causeway Village shall apply to the appropriate Governmental Authorities and obtain letters or other evidence that the Causeway Village has obtained all applicable Concurrency Requirements, and shall diligently and in good faith obtain such letters or other evidence that the Project meets all applicable Concurrency Requirement and shall pay such impact fees as may then be due or applicable to meet Concurrency Requirement.

Section 16. Required Development Permits.

- (a) The development of the Property in accordance with the Existing Zoning is contemplated by Causeway Village. The Project may require additional permits or approvals from the City, County, State, or Federal government and any division thereof. Subject to required legal process and approvals, the City shall make a good faith effort to take all reasonable steps to cooperate with and facilitate all such approvals, including acting as an applicant. Such approvals may include, without limitation, the following approvals and permits and any successor or analogous approvals and permits:
- (1) Subdivision plat and/or waiver of plat approvals;
 - (2) Design Review Board, Planning and Zoning Board, and City Commission approvals, pursuant to the Chapter 29 of the City of North Miami Code of Ordinances;
 - (3) Building permits;
 - (4) Utility Permits;



- (5) Certificates of use and/or occupancy;
- (6) Public Works Permit, Paving and Drainage;
- (7) Public Works Permit, Water and Sewer;
- (8) Variances, pursuant to Chapter 29 of the City of North Miami Code of Ordinances;
- (9) All other local governmental approvals as may be applicable to the subject Property from time to time pursuant to the terms of this Development Agreement; and
- (10) Any other official action of the City, County, or any other government agency having the effect of permitting development of the Property.

Section 17. Reservation of Development Rights. The expiration or termination of this Agreement shall not be considered a waiver of, or limitation upon, the rights, including, but not limited to, any claims of vested rights or equitable estoppel, obtained or held by Causeway Village or its successors or assigns to continue development of the Property in conformity with Existing Zoning and all prior and subsequent development permits or development orders granted by the City.

Section 18. Notices.

- (a) All notices, demands and requests which may or are required to be given hereunder shall, except as otherwise expressly provided, be in writing and delivered by personal service or sent by United States Registered or Certified Mail, return receipt requested, postage prepaid, or by overnight express delivery, such as Federal Express, to the parties at the addresses listed below. Any notice given pursuant to this Agreement shall be deemed given when received. Any actions required to be taken hereunder which fall on Saturday, Sunday, or United States legal holidays shall be deemed to be performed timely when taken on the succeeding day thereafter which shall not be a Saturday, Sunday or legal holiday.

To the City:
City Manager
City of North Miami
776 NE 125 Street - 1st Floor
North Miami, FL 33161

With a copy to:
City Attorney
City of North Miami
776 NE 125 Street - 1st Floor
North Miami, FL 33161

To Causeway Village:
1801 NE 123rd Street, Suite 300
North Miami, Florida 33181
Attn: Irwin Tauber



With copies to:
Law Office of Carla Jones, P.A.
Attn: Carla Jones, Esq.
550 N.E. 124th Street
North Miami, FL 33161

- (b) Any Party to this Agreement may change its notification address(es) by providing written notification to the remaining parties pursuant to the terms and conditions of this section.

Section 19. Exclusive Venue, Choice of Law, Specific Performance. It is mutually understood and agreed by the parties hereto, that this Agreement shall be governed by the laws of the State of Florida, and any applicable federal law, both as to interpretation and performance, and that any action at law, suit in equity or judicial proceedings for the enforcement of this Agreement or any provision hereof shall be instituted only in the courts of the State of Florida or federal courts and venue for any such actions shall lie exclusively in a court of competent jurisdiction in the County. In addition to any other legal rights, the City and Causeway Village shall each have the right to specific performance of this Agreement in court. Each party shall bear its own attorney's fees. Each party waives any defense, whether asserted by motion or pleading, that the aforementioned courts are an improper or inconvenient venue. Moreover, the parties consent to the personal jurisdiction of the aforementioned courts and irrevocably waive any objections to said jurisdiction. The parties irrevocably waive any rights to a jury trial.

Section 20. Voluntary Compliance. Causeway Village and the City agree that in the event all or any part of this Agreement is struck down by judicial proceeding or preempted by legislative action, Causeway Village and the City shall continue to honor the terms and conditions of this Agreement to the extent allowed by law.

Section 21. No Oral Change or Termination. This Agreement and the exhibits and appendices appended hereto and incorporated herein by reference, if any, constitute the entire Agreement between the parties with respect to the subject matter hereof. This Agreement supersedes any prior agreements or understandings between the parties with respect to the subject matter hereof, and no change, modification or discharge hereof in whole or in part shall be effective unless such change, modification or discharge is in writing and signed by the party against whom enforcement of the change, modification or discharge is sought. This Agreement cannot be changed or terminated orally.

Section 22. Compliance with Applicable Law. Subject to the terms and conditions of this Agreement, throughout the Term of this Agreement, Causeway Village and City shall comply with all applicable federal, state or local laws, rules, regulations, codes ordinances, resolutions, administrative orders, permits, policies and procedures and orders that govern or relate to the respective Parties' obligations and performance under this Agreement, all as they may be amended from time to time.

Section 23. Representations; Representatives. Each party represents to the others that this Agreement has been duly authorized, delivered and executed by such party and constitutes the legal, valid and binding obligation of such party, enforceable in accordance with its terms.

Section 24. No Exclusive Remedies. No remedy or election given by any provision in this Agreement shall be deemed exclusive unless expressly so indicated. Wherever possible, the remedies granted hereunder upon a default of the other party shall be cumulative and in addition to all



other remedies at law or equity arising from such event of default, except where otherwise expressly provided.

Section 25. Failure to Exercise Rights not a Waiver: Waiver Provisions. The failure by either party to promptly exercise any right arising hereunder shall not constitute a waiver of such right unless otherwise expressly provided herein. No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.

Section 26. Events of Default.

- (a) Causeway Village shall be in default under this Agreement if any of the following events occur and continue beyond the applicable grace period; Causeway Village fails to perform or breaches any term, covenant, or condition of this Agreement, which cure thereof has not commenced within thirty (30) days after receipt of written notice from the City specifying the nature of such breach; provided, however, if said cure cannot reasonably be commenced within thirty (30) days, then Causeway Village shall not be in default if it notifies the City of any and all delay, in writing, within said thirty (30) days.
- (b) The City shall be in default under this Agreement if the City fails to perform or breaches any term, covenant, or condition of this Agreement and cure thereof has not commenced within thirty (30) days after receipt of written notice from Causeway Village specifying the nature of such breach; provided, however, if said cure cannot reasonably be commenced within thirty (30) days, then the City shall not be in default if it notifies Causeway Village of any and all delay, in writing, within said thirty (30) days.
- (c) It shall not be a default under this Agreement if either party is declared bankrupt by a court of competent jurisdiction. All rights and obligations in this Agreement shall survive such bankruptcy of either party. The parties hereby forfeit any right to terminate this Agreement upon the bankruptcy of the other party.
- (d) The default of a successor or assignee of any portion of Causeway Village's rights hereunder shall not be deemed a breach by Causeway Village.

Section 27. Remedies Upon Default.

- (a) Neither party may terminate this Agreement upon the default of the other party, but shall have all of the remedies enumerated herein.
- (b) Upon the occurrence of a default by a party to this Agreement not cured within the applicable grace period, Causeway Village and the City agree that any party may seek specific performance of this Agreement, and that seeking specific performance shall not waive any right of such party to also seek monetary damages, injunctive relief, or any other relief other than termination of this Agreement. The City hereby acknowledges that any claim for damages under this Agreement is not limited by sovereign immunity or similar limitation of liability.



Section 28. Severability. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, hereafter be determined to be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and shall continue in full force and effect.

Section 29. Assignment and Transfer. This Agreement shall be binding on Causeway Village and its heirs, successors and assigns, including the successor to or assignee of any Property Interest. Causeway Village, at its sole discretion, may assign, in whole or in part, this Agreement or any of its rights and obligations hereunder, or may extend the benefits of this Agreement, to any holder of a Property Interest without the prior written consent or any other approval of the City. Any such assignee shall assume all applicable rights and obligations under this Agreement.

Section 30. Obligations Surviving Termination Hereof. Notwithstanding and prevailing over any contrary term or provision contained herein, in the event of any lawful termination of this Agreement, the following obligations shall survive such termination and continue in full force and effect until the expiration of a one year term following the earlier of the effective date of such termination or the expiration of the Term: (i) the exclusive venue and choice of law provisions contained herein; (ii) rights of any party arising during or attributable to the period prior to expiration or earlier termination of this Agreement, and (iii) any other term or provision herein which expressly indicates either that it survives the termination or expiration hereof or is or may be applicable or effective beyond the expiration or permitted early termination hereof.

Section 31. Lack of Agency Relationship. Nothing contained herein shall be construed as establishing an agency relationship between the City and Causeway Village and neither Causeway Village nor its employees, agents, contractors, subsidiaries, divisions, affiliates or guests shall be deemed agents, instrumentalities, employees, or contractors of the City for any purpose hereunder, and the City, its contractors agents, and employees shall not be deemed contractors, agents, or employees of Causeway Village or its subsidiaries, divisions or affiliates.

Section 32. Cooperation; Expedited Permitting and Time is of the Essence.

- (a) The Parties agree to cooperate with each other to the full extent practicable pursuant to the term and conditions of this Agreement. The Parties agree that time is of the essence in all aspects of their respective and mutual responsibilities pursuant to this Agreement. The City shall use its best efforts to expedite the permitting and approval process in an effort to assist Causeway Village in achieving its development and construction milestones. The City will accommodate requests from Causeway Village's general contractor and subcontractors for review of phased or multiple permitting packages, such as those for excavation, site work and foundations, building shell, core, and interiors. In addition, the City will designate an individual within the City Manager's office who will have a primary (though not exclusive) duty to serve as the City's point of contact and liaison with Causeway Village in order to facilitate expediting the processing and issuance of all permit and license applications and approvals across all of the various departments and offices of the City which have the authority or right to review and approve all applications for such permits and licenses.



- (b) Notwithstanding the foregoing, the City shall not be obligated to issue development permits to the extent Causeway Village does not comply with the applicable requirements of the Existing Zoning, the Comprehensive Plan, this Agreement and applicable building codes.

Section 33. Enforcement.

- (a) In the event that Causeway Village, its successors and/or assigns fails to act in accordance with the terms of the Existing Zoning, the City shall seek enforcement of said violation upon the subject Property.
- (b) Enforcement of this Agreement shall be by action against any parties or person violating, or attempting to violate, any covenants set forth in this Agreement. The prevailing party in any action or suit pertaining to or arising out of this Agreement shall be entitled to recover, in addition to costs and disbursements allowed by law, such sum as the Court may adjudge to be reasonable for the services of this/her/its attorney.
- (c) This enforcement provision shall be in addition to any other remedies available at law, in equity or both.

Section 34. Amendment or Termination by Mutual Consent. This Agreement may not be amended or terminated during its term except by mutual agreement of Causeway Village and the City. Prior to any amendment or termination of this Agreement during its term, the City shall hold two public hearings to consider and deliberate such amendment or termination.

Section 35. Third Party Defense. City and Causeway Village shall each, at their own cost and expense, vigorously defend any claims, suits or demands brought against them by third parties challenging the Agreement or the Project, or objecting to any aspect thereof, including, without limitation, (i) a consistency challenge pursuant to Section 163.3215, Florida Statutes (2018), (ii) a petition for writ of certiorari, (iii) an action for declaratory judgment, or (iv) any claims for loss, damage, liability, or expense (including reasonable attorneys' fees). City and Causeway Village shall promptly give the other written notice of any such action, including those that are pending or threatened, and all responses, filings, and pleadings with respect thereto.

Section 36. No Conflict of Interest. Causeway Village represents and warrants that no member, official or employee of the City has any direct or indirect financial interest in this Development Agreement nor has participated in any decision relating to this Development Agreement that is prohibited by law. Causeway Village represents and warrants that no officer, agent, employee, or representative of the City has received any payment or other consideration for the making of this Agreement, directly or indirectly, from Causeway Village.

Section 37. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which, when taken together, shall constitute one and the same agreement.

Section 38. Abutting Property Owners. The City and Causeway Village have a mutual interest in ensuring that construction of the Project proceeds in a manner which is respectful of and sensitive to owners of property abutting the Project ("Abutting Owners"). In recognition of this concern, during construction of the Project, Causeway Village agrees to insure Abutting Owners against



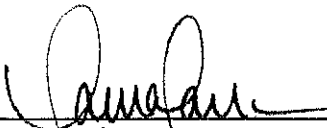
any actual damages which directly result from accidental loss of utility service caused by Causeway Village, its contractors or subcontractors.

NOW, WHEREOF, the City and Causeway Village have caused this Agreement to be duly executed.

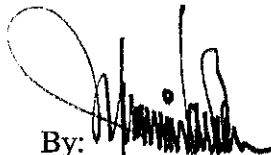
[Signature blocks for City and Causeway Village]

ATTEST:

CAUSEWAY VILLAGE, LLC, a Florida limited liability company,




Print Name: LAURA TAUBER
Title: _____
(Corporate Seal)

By: 

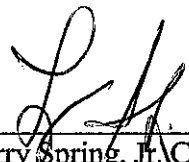
Print Name: IRWIN TAUBER
Title: MNG.
(Authorized Corporate Officer)

ATTEST:

CITY OF NORTH MIAMI, a municipal corporation

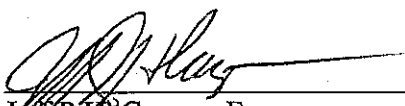


Michael A. Etienne, Esq., City Clerk

By: 

Larry Spring, Jr. CPA, City Manager

APPROVED AS TO FORM AND CORRECTNESS:



Jeff P.H. Cazeau, Esq.
City Attorney



EXHIBIT "A"

Legal Description of Subject Property:

Lots 4, 5, 6, 7, 8, 9, 10, 11 and 12 of Causeway Business Sites, according to the Plat thereof, as recorded in Plat Book 55, at Page 72, of the Public Records of Miami-Dade County, Florida.

and also the following described parcel of land:

Begin at the Southwest corner of Lot 3, of Causeway Business Sites, according to the Plat thereof, as recorded in Plat Book 55, at Page 72, of the Public Records of Miami-Dade County, Florida; thence run South along the Southerly extension of the West line of said Lot 3, for a distance of 50.00 feet to a point on a North line of Block 334, of Unit A, Miami Shores, according to the Plat thereof as recorded in Plat Book 17, at Page 46, of the Public Records of Miami-Dade County, Florida; thence run West, along the North line of said Block 334, for a distance of 412.50 to a point of curvature of a circular curve to the left; thence run Southwesterly and Southerly along the arc of said circular curve, having a central angle of 90 degrees 00' 00", a radius of 25 feet, for an arc distance of 39.27 feet to end of said curve; thence leaving last described Northerly line of said Block 334, run North, along a line of 37.50 feet East of and parallel to the center line of N.E. 18th Avenue and also being the Northerly extension of the West line of said block 334, for a distance of 78.35 feet to a point of the Southerly line of Lot 12 of said Causeway Business Sites, being a point on a circular curve, whose center of circle bears North 30 degrees 00' 00" East from said point; thence run Southeasterly and Easterly, along the arc of a circular curve to the left, said curve being concave to the Northeast, having a central angle of 30 degrees 00' 00", a radius of 25.00 feet, for an arc distance of 13.09 feet to a point of tangency of said curve; thence run East, along the South lines of Lots 12, 11, 10, 9, 8, 7, 6, 5, and 4 of said Causeway Business Sites for a distance of 425.00 feet to the Southwest corner of Lot 3 of said Causeway Business Sites, being the point of beginning. Said parcel of land being a portion of N.E. 122nd Street per said Plat of Causeway Business Sites, Plat Book 55, Page 72, and Unit A, Miami Shores, Plat Book 17, Page 46, Miami-Dade County, Florida.

and also:

Lots 3, 4, 5, 6, 7, 8, 9, 10, 11, and 12, in Block 334, of Unit A, Miami Shores, according to the Plat thereof, as recorded in Plat Book 17, at Page 46, of the Public Records of Miami-Dade County, Florida, excepting therefrom the following portion deeded to the City of North Miami, to wit:

The East 20 feet of Lot 3, in Block 334, of Unit A, Miami Shores, according to the Plat thereof, as recorded in Plat Book 17, at Page 46, of the Public Records of Miami-Dade County, Florida; and the South 5 feet of Lots 3, 4, 5, 6, 7, 8, 9, 10, 11 and 12, Block 334, less the East 20 feet thereof, previously covered; and the external area formed by a 20 foot radius arc, being concave to the Northwest and tangent to a line 5 feet North of and parallel to the south line of said Lots 3, 4, 5, 6, 7, 8, 9, 10, 11 and 12, Block 334, and tangent to line 20 feet West of and parallel to the East line of said Lot 3, Block 334, all lying and being in the City of North Miami, Florida.