



## **Deerfield Beach Community Redevelopment Agency AGENDA**

Monday, November 7, 2011, 6:30 P.M.  
City Commission Chambers, Deerfield Beach City Hall

### **CALL TO ORDER AND ROLL CALL**

### **APPROVAL OF MINUTES\***

### **APPROVAL OF THE AGENDA\***

### **GENERAL ITEMS**

1. Approve resolution to fund The Cove Holiday Celebration Special Event\*
2. Approve resolution to fund Founders' Days Special Event\*
3. Approve resolution for scope of services with Chen Moore Associates for the creation of a CRA Wayfinding program\*
4. Approve resolution regarding proposed Amendments to the Deerfield Beach CRA Plan\*
5. Approve resolution approving a contract for the purchase of 1701 Riverview Road\*

### **BOARD/ADMINISTRATION COMMENTS**

Expense report, pursuant to CRA Resolution 2011-011

### **PUBLIC INPUT**

### **ADJOURN**

\* Indicates an Action Item

(Next Meeting: Tuesday, December 13, 2011, 6:30 PM unless otherwise determined)

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**REQUESTED ACTION:**

Approve City of Deerfield Beach Parks and Recreation Department request to fund 2011 Cove Dedication/Holiday Celebration for an amount not to exceed \$23,936.

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**SUMMARY EXPLANATION/BACKGROUND:**

CRA and City staff have planned a celebration to mark the completion of the Cove Shopping Center and to celebrate the start of the holidays. On December 10, 2011 a Cove Shopping Center Dedication Ceremony will be held followed by a holiday extravaganza from 5-9 PM.

The shopping center will be decorated with festive lighting arrangements and a holiday tree. The event will include community entertainment from local schools, charitable and faith-based organizations and family friendly recreation programs. Attendees will be able to purchase food and holiday crafts from vendors. Santa Claus will be on hand and there will be organized activities for children. Shuttle buses will provide transportation for patrons to alleviate parking concerns.

This event will replace the Tree Lighting event that was previously held at City Hall in hopes of having greater public visibility, accessibility and attendance. Last year's holiday event was attended by approximately 700 people. Given the significantly more visible Cove venue, attendance is expected to be much greater. City staff will assess attendance to provide baseline benchmarking statistics to evaluate the cost/benefit of this event.

The event will put the spotlight on the recent improvements to the plaza and bring patrons to the Cove Shopping Center businesses. The first Green Market of the season will follow the next morning to ensure a steady stream of pedestrian activity in the plaza for the entire weekend.

This is a budgeted expense with adequate funds available in CRA Budget (190-8000-552.35-74) to fund this \$23,936 expense.

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**ATTACHMENTS:**

**Memorandum from Parks and Recreation Department  
Event Budget  
Resolution**



*City of*  
**DEERFIELD**  
**BEACH**

**Parks and Recreation Department**

**MEMORANDUM**

**TO:** Keven Klopp, Community Redevelopment Agency(CRA) Director  
**FROM:** Walt Bratton, CPRP, Director of Parks and Recreation  
**DATE:** November 4, 2011  
**SUBJECT:** **Cove Shopping Center Holiday Event**

The Parks and Recreation Department is requesting funding for the 2011 Cove Dedication/Holiday Celebration for \$23,936. CRA and City staff has planned a celebration to mark the completion of the Cove Shopping Center and to celebrate the start of the holidays. On December 10 a Cove Shopping Center Dedication Ceremony will be held followed by a holiday extravaganza from 5:00 pm to 9:00 pm. Saturday, December 10 is also the day of the annual boat parade.

The shopping center will be decorated with festive lighting arrangements and a holiday tree. The event will include community entertainment from local schools, charitable and faith-based organizations and family friendly recreation programs. Attendees will be able to purchase food and holiday crafts from vendors. Santa Claus will be on hand and there will be organized activities for children. Shuttle buses will provide transportation for patrons to alleviate parking concerns. This event will replace the Tree Lighting event that was previously held at City Hall in hopes of having greater public visibility, accessibility and attendance.

Below is the budget breakdown.

Electrical Team	\$750.00
NE Focal Point shuttle drivers	\$132.00
BSO detail (2 deputies)	\$444.00
Fire inspection	\$400.00
Parks & Recreation Department staff	\$1,000.00
Gate inspection	\$ 90.00
Portable toilets (3 regular / 1 ADA)	\$495.00
Snow field (25 tons)	\$4,625.00
Holiday décor package	\$16,000.00

**Total = \$23,936.00**

**RESOLUTION NO. 2011/ \_\_\_\_\_**

**A RESOLUTION OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF DEERFIELD BEACH, FLORIDA, TO REIMBURSE THE CITY OF DEERFIELD BEACH PARKS AND RECREATION DEPARTMENT FOR COSTS ASSOCIATED WITH THE COVE HOLIDAY CELEBRATION SPECIAL EVENT IN AN AMOUNT NOT TO EXCEED \$23,936.00.**

**WHEREAS**, the Deerfield Beach CRA seeks to support business development by funding special events that attract people and money to the CRA District; and

**WHEREAS**, The Cove Holiday Celebration will commemorate the grand opening of the newly reconstructed plaza; and

**WHEREAS**, The Cove Holiday Celebration will attract an estimated 2,000 people to the District; and

**WHEREAS**, the CRA Board has received a request from the City of Deerfield Beach Parks and Recreation Department to fund the Cove Holiday Celebration special event in an amount not to exceed \$23,936.00; and

**NOW, THEREFORE, BE IT RESOLVED BY THE COMMUNITY REDEVELOPMENT AGENCY BOARD THE CITY OF DEERFIELD BEACH, FLORIDA, AS FOLLOWS:**

**Section 1.** The above referenced “Whereas” clauses are true and correct and made a part hereof.

**Section 2.** The CRA Board does hereby approve reimbursement to the City of Deerfield Beach Parks and Recreation Department for the Cove Holiday Celebration Special Event in an amount not to exceed \$23,936.00.

PASSED AND ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2011.

\_\_\_\_\_  
PEGGY NOLAND, CHAIR

ATTEST:

\_\_\_\_\_  
ADA GRAHAM JOHNSON, MMC, CITY CLERK

**REQUESTED ACTION:**

Approve funding for Founders' Days special event for an amount not to exceed \$870.00.

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**SUMMARY EXPLANATION/BACKGROUND:**

The 65<sup>th</sup> Annual Founders' Days celebration will take place February 16-19, 2011 and is one of the largest community events in the City of Deerfield Beach. Over four days, the event draws approximately 50,000 people to the Community Redevelopment Agency District. So far this year the organization's website has had over 25,000 view hits and more than 750 Facebook friends. The CRA is being asked to fund \$870.00 for the event shuttle that transports event attendees from St. Ambrose Church and The Cove Shopping Center to the beach venue.

Funding for Founders' Days is a budgeted expense in CRA account (190-8000-552.35-74).

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**ATTACHMENTS:**

**Memorandum from Parks and Recreation Department  
Request Letter from Founders' Days Committee  
Resolution**



*City of*  
**D E E R F I E L D**  

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**B E A C H**

**Parks and Recreation Department**

**MEMORANDUM**

**TO:** Keven Klopp, Community Redevelopment Agency (CRA) Director

**FROM:** Walt Bratton, Director of Parks and Recreation

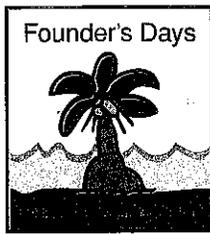
**DATE:** November 3, 2011

**SUBJECT:** Request for funding for the 2012 Founders' Day Event

The City of Deerfield Beach Founders' Day Committee is requesting CRA funding for the 65<sup>th</sup> Annual Founders' Day Event to shuttle patrons from the Cove Shopping Center to the Main Beach Parking Lot. The event will take place Friday, February 17 through Sunday, February 19.

The 65<sup>th</sup> Annual Founders' Day Celebration is a three day celebration that includes a carnival, parade, and fireworks show.

The event committee is requesting CRA funding for a shuttle service from the Cove Shopping Center to the Main Beach Parking Lot during the entire event. This service was provided last year by CRA funds. The request for funding from the CRA is \$870.00.



# Founders' Days Committee

PRESIDENT'S DAY WEEKEND

FIREWORKS • CARNIVAL • PARADE • FOOD • LIVE ENTERTAINMENT

November 1, 2011

Mr. Keven R. Klopp  
Assistant City Manager & CRA Director  
City of Deerfield Beach  
150 NE 2<sup>nd</sup> Avenue  
Deerfield Beach, Florida 33441-5816

RE: FOUNDERS' DAYS

Dear Mr. Klopp:

On behalf of the Founders' Days Committee, I am writing to you with a request for CRA to help us with some of the costs of this event.

It has recently come to our attention that we will not be able to have our fireworks off the pier and therefore a barge will be required. We are asking if CRA could cover the costs of the fireworks and barge. The cost of our fireworks provided by the Mad Bomber is \$10,200.00.

In addition, we ask if you could provide the shuttle bus service for the Cove to the beach.

Without the cost of the barge, this event costs approximately \$100,000.00 to put on. Since our money is mostly made during the event we cannot count on those funds to pay bills. If the weather is bad, we could end up with unpaid bills.

Several things on the beach which are needed to put on this event are the following:

- Stage and sound system
- golf carts
- light towers
- security

Mailing: 318 SW 34<sup>th</sup> Avenue, Deerfield Beach, Florida 33442  
(754) 367-1681 Fax (954) 501-2659

Being the 65<sup>th</sup> anniversary we certainly do not want to see this event dissolve. It is such a big part of Deerfield's history. Attached is a copy of our website hits through September 5, 2011 and as you will see it is heavily hit. We also get e-mail requests from all over for information as people plan their vacations at this time and our facebook page has 751 facebook friends.

We will provide any further information that you would require and we want to thank you in advance for your help in this matter.

Very truly yours,

FOUNDERS' DAYS COMMITTEE, INC



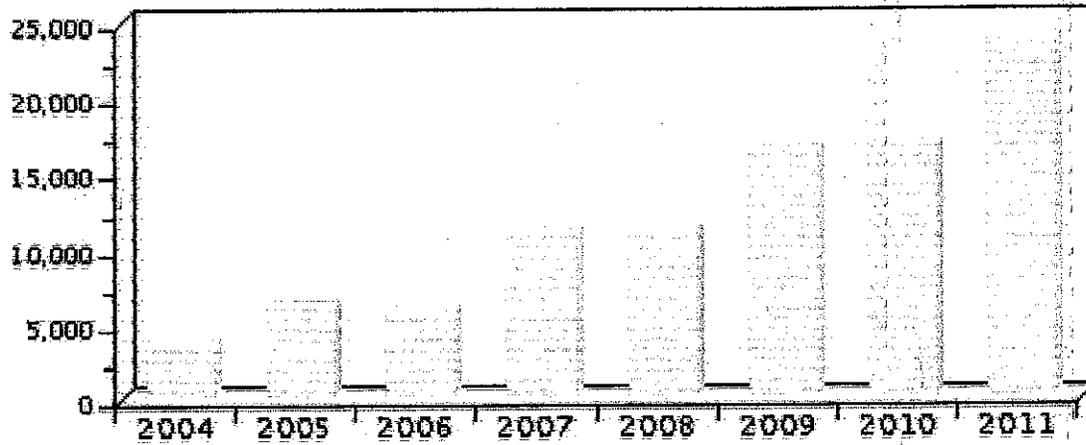
Pat Miller

Vice President-Parade Chair

[www.foundersdays.com](http://www.foundersdays.com)

Reporting Date: All Years

Page: Entire Site



### Page Views by Month Report Summary

	All Years
Total	94,856

### Page Views Report Details

Year	All Years
1. 2004	3,582
2. 2005	6,129
3. 2006	5,870
4. 2007	10,919
5. 2008	11,265
6. 2009	16,436
7. 2010	16,794
8. 2011	23,861

**RESOLUTION NO. 2011/ \_\_\_\_\_**

**A RESOLUTION OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF DEERFIELD BEACH, FLORIDA, TO REIMBURSE THE FOUNDERS' DAYS' COMMITTEE FOR COSTS ASSOCIATED WITH FOUNDERS' DAYS SPECIAL EVENT IN AN AMOUNT NOT TO EXCEED \$870.00.**

**WHEREAS**, the Deerfield Beach CRA seeks to support business development by funding special events that attract people and money to the CRA District; and

**WHEREAS**, Founders' Days will attract an estimated 50,000 people to the District; and

**WHEREAS**, the CRA Board has received a request from the Founders' Days Committee to fund the Founders' Days special event in an amount not to exceed \$870.00; and

**NOW, THEREFORE, BE IT RESOLVED BY THE COMMUNITY REDEVELOPMENT AGENCY BOARD THE CITY OF DEERFIELD BEACH, FLORIDA, AS FOLLOWS:**

**Section 1.** The above referenced "Whereas" clauses are true and correct and made a part hereof.

**Section 2.** The CRA Board does hereby approve reimbursement to the City of Deerfield Beach for the Dunn's Run Special Event in an amount not to exceed \$870.00.

PASSED AND ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2011.

\_\_\_\_\_  
PEGGY NOLAND, CHAIR

ATTEST:

\_\_\_\_\_  
ADA GRAHAM JOHNSON, MMC, CITY CLERK

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**REQUESTED ACTION:**

Approve scope of services with Chen Moore Associates for the creation of a CRA Wayfinding program for a lump sum fee of \$25,000.

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**SUMMARY EXPLANATION/BACKGROUND:**

The CRA District is a highly trafficked area for residents and seasonal visitors. It contains multiple natural and developed destinations, roads and points of interest. At high season, the district becomes highly congested and can be confusing for new or infrequent visitors to navigate. Currently the District is cluttered with signage communicating traffic, attraction, destination, and various other types of information. Wayfinding is an urban planning and graphic design approach to reducing visual clutter and translating how people think into graphics and signage that more effectively communicates information and guides people efficiently to and through an area. Wayfinding also creates and reinforces a place's sense of identity as visual images are consistently reinforced throughout the district. It is often viewed as a marketing tool as well.

The proposed scope of services requires the consultant team to review the existing state of signage throughout the district, gather input from stakeholders about the district's identity and translate that input into a graphic identifier (logo) and sign design, create a strategy for condensing messages into fewer signs, map recommended sign locations and create sign types that meet regulatory requirements for fabrication and installation. Sign fabrication and installation is not included in this scope, however, the CRA Budget does contain funds for implementation and will be brought to the CRA Board for approval.

This project process is schedule to take approximately one month. Implementation (fabrication and installation) is tentatively scheduled to begin in January 2012 in an attempt to assist this season's visitors.

This is a budgeted expense with adequate funds available in the CRA Other Professional Services Account (190-8000-552.32-99).

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**ATTACHMENTS:**

**Scope of Services**  
**Examples of Wayfinding Systems**  
**Resolution**

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November 4, 2011

SENT VIA E-MAIL  
KMory@Deerfield -Beach.com

Kris Mory  
CRA Coordinator  
**City of Deerfield Beach**  
150 NE 2nd Avenue  
Deerfield Beach, FL 33441

**Subject: Deerfield Beach CRA Branding & Wayfinding  
CMA Proposal No. P11.620**

Dear Ms. Mory:

Chen Moore and Associates (CMA) is grateful for the opportunity to submit the attached Agreement for Professional Services and Scope of Services to assist you in accomplishing your goals for the Deerfield Beach Wayfinding Project.

### **PROJECT INTRODUCTION**

The project consists of the development of a logo and tagline for use in a CRA District Wayfinding System, the CRA website and printed materials.

**The basis for the scope of services and associated fee(s) is based on the following:**

- The general goals of the project are to:
  1. Review and evaluate the presence of signage within the CRA District.
  2. Create a graphic identifier for the CRA District.
  3. Map existing sign locations.
  4. Evaluate different permitting processes based on the locations of the signs.
  5. Peer Review and Feasibility Analysis including items such as implementation, maintenance costs, review criteria, and comparative analysis with similar municipalities for the execution of the wayfinding program.
- The services provided in this proposal constitute a study and are limited to Conceptual Design suitable to provide guidelines for manufacturing. No construction documents or permits shall be generated. Should the Client wish to implement any physical signs, Structural Design, Permitting, and Construction Services are available as Additional Services.

### **SCOPE OF SERVICES**

The scope of services our firm shall provide is as follows:

## Task 1

### Meetings

Consultant shall attend the following meetings in order to accomplish the scope of Work:

One (1) two-hour workshop with the City to coordinate schedule, develop a shared vision and theme, and understand the City's program for coordinating our work with the work of the City's other consultants or efforts. The result of the workshop will be a defined marketing and wayfinding methodology that will include: thematic attitude, market positioning, wayfinding goals, and target clientele that will guide the preliminary schematic design phase of the work.

One (1) Meeting with the City to review the Project Program Document and provide a consolidated set of written review comments to Consultant. Consultant will meet with the City one (1) time to review the comments and agree upon changes to be incorporated into the schematic design.

One (1) Meeting with the City to review the logo design that shall form the basis for the final logo design and entry feature. The City shall provide to Consultant a consolidated set of written review comments that reflect minor changes to the designs.

One (1) Meeting with the public to present the designs that shall form the basis for the final logo design and entry feature to gain public input prior to proceeding to the Design Intent Document. Meeting should take place as part of a regular scheduled city meeting to assure public participation.

## Task 2

### Design

#### A. Project Program Document

Based on our analysis of gathered data, and City input from the Design Intent workshop, Consultant will prepare a Project Program document that will address:

- A review of wayfinding methodology
- A list of proposed target clientele
- A review of contextual graphics, typefaces, colors, and iconography
- Interviews with residents and visitors for input and analysis based on public meeting in Task 1.
- Anticipated ongoing maintenance requirements of sign types
- Preliminary budgetary guidelines for the cost of implementing the system
- Review of durability and materials selection based upon projects environmental conditions

*Deliverables:*

- *Drawings / Meeting minutes from the Design Intent Workshop*
- *Three (3) 11 x 17" color copies of the draft Project Program Document*
- *Meeting minutes from the Client Review Meeting*

**B. Schematic Design**

Based on the approved theme and design vocabulary developed in the Project Program Document, Consultant shall prepare design documents for the City. These schematic design documents will include:

- Entry Feature Design with proposed sign sizes, font type and size, colors, materials and finishes
- Logo Design (two options)
- Tag Line (three options)

Consultant shall prepare a statement of probable costs for all elements detailed in the Schematic Design Documents.

**C. Design Intent Documents**

Consultant will prepare the Design Intent Documents, including the entry feature, final logo design and tag line, incorporating the City's review comments from the Schematic Design review meeting.

*Deliverables:*

- *Five (5) 11" x 17" color copies of the schematic design documents*
- *One (1) copy of the statement of probable cost*
- *Six (6) 30" x 42" laminated boards of wayfinding/ logo designs*
- *Letter releasing copyright of logo to the Client*
- *Digital files, in the Client's preferred format, of logo for the Client's use*

Task 3

**Visual Analysis, Mapping, and Permitting Due Diligence**

Consultant will document the location of existing sign locations throughout the CRA District using GIS, perform a visual resource analysis for effectiveness, generate a proposed master sign location plan using the wayfinding signs identified in Task, and identify the permitting process for signage based on location (whether local or state level).

*Deliverables:*

- *One (1) GIS file showing the location of existing and Proposed Signs with Message and recommendations for sign consolidation.*
- *Five (5) 30" x 42" Color Copies of Master Sign Plan*
- *Five (5) 11" x 17" Color Copies of Visual Resource Analysis*



500 W. Cypress Creek Rd., #410  
 Fort Lauderdale, FL 33309  
 Phone: (954) 730-0707  
 Fax: (954) 730-2030  
[www.chenmoore.com](http://www.chenmoore.com)

**Information to be provided by client**

- Digital files in AutoCAD 2007 or more current format of known sign locations.
- A letter from the property owner granting access to the sites and giving approval for Consultant to perform the services listed above.
- Copies of all relevant data, including correspondence, traffic reports, plans or information in Client's possession which may be beneficial to the work effort performed by Consultant.
- Previous reports and assessments.

**SCHEDULE AND FEES**

Consultant is ready to provide services upon receiving Notice to Proceed from the Client.

Design Workshop: (1) One Week

Project Program Document/Review Meeting: (1) One Week

Schematic Design/Costing and Review Meeting: (1) One Week

Design Intent Document: (2) Two weeks

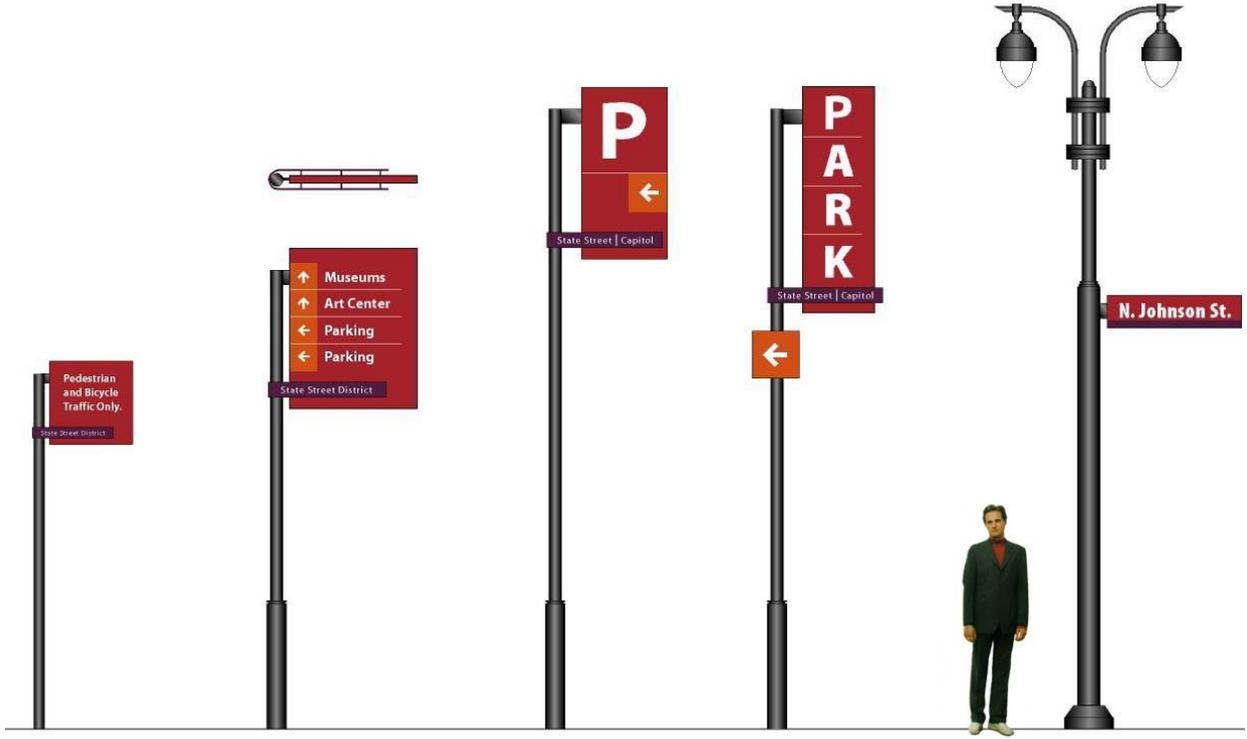
Visual Resource Analysis, Mapping, and Permitting Due Diligence will run concurrently with Task 1 & Task 2. (3) Three Weeks

Reimbursable Expenses are included in the Lump Sum Fee.

The total lump sum fee for this project will be divided as follows:

<u>Task(s)</u>	<u>Task Description</u>	<u>Lump Sum Fees</u>	<u>Hourly NTE Fees</u>	<u>Total Fees</u>
Task 1	Meetings	\$3,000.00	\$0.00	\$3,000.00
Task 2	Design	\$16,000.00	\$0.00	\$16,000.00
Task 3	Visual Resource Analysis, Mapping, Permitting Due Diligence	\$6,000.00	\$0.00	\$6,000.00
<b>PROJECT TOTAL</b>		<b>\$25,000.00</b>	<b>\$0.00</b>	<b>\$25,000.00</b>

## Wayfinding Examples



## Madison, Wisconsin



## Raleigh, North Carolina

RESOLUTION NO. 2011/ \_\_\_\_\_

**A RESOLUTION OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING CHEN MOORE ASSOCIATES' PROPOSAL FOR THE CREATION OF A WAYFINDING SIGNAGE PROGRAM FOR A LUMP SUM OF \$25,000.00.**

**WHEREAS**, the CRA Board wishes to provide residents and visitors with effective signage throughout CRA District; and

**WHEREAS**, the CRA Board acknowledges that professional planning and graphic design services are necessary to design an effective wayfinding system; and

**WHEREAS**, as part of the team of engineers chosen pursuant to the Consultants Competitive Negotiations Act, Chen Moore Associates is properly vetted and able to fulfill the proposed scope of services;

**NOW, THEREFORE, BE IT RESOLVED BY THE COMMUNITY REVELOPMENT AGENCY OF THE CITY OF DEERFIELD BEACH, FLORIDA, AS FOLLOWS:**

Section 1. The CRA Board does hereby approve Chen Moore Associates' proposal to create a wayfinding program for the CRA for a lump sum of \$25,000.00 and authorizes the CRA Director to execute same.

PASSED AND ADOPTED THIS 7<sup>th</sup> DAY OF NOVEMBER, 2011.

\_\_\_\_\_  
PEGGY NOLAND, CHAIR

ATTEST:

\_\_\_\_\_  
ADA GRAHAM-JOHNSON, MMC, CITY CLERK

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**REQUESTED ACTION:**

Approve a Resolution to amend the Deerfield Beach CRA Plan and authorize staff to process CRA Plan Amendment.

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**SUMMARY EXPLANATION/BACKGROUND:**

At the October 11, 2011 CRA Board meeting, staff facilitated a discussion regarding the Board's desire to acquire property for redevelopment and the constraints in the current adopted CRA Plan and CRA Real Estate Policy. These constraints do not allow the CRA to pursue the acquisition of properties that are not specifically listed in the CRA Real Estate Master Plan or the CRA Plan, as amended.

Staff worked with the CRA Attorney to determine that the desired flexibility to acquire properties will require a CRA Plan Amendment. The proposed amendment to the CRA Plan is attached to this item. The amendment deletes mention of specific properties and indicates that the CRA Board will pursue desired properties that contribute to the realization of projects contained in the CRA Plan.

Upon CRA Board approval of this update, staff will forward the proposed amendment through the approval process outlined by Florida Statutes Chapter 163, Part III. Assuming the Board opts not to meet in December, the CRA could begin pursuing the acquisition of additional properties in early February 2012.

There is no budget impact of this action.

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**ATTACHMENTS:**

**Proposed amended Deerfield Beach CRA Plan  
Approval process and schedule  
Resolution**

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recommends substantial improvements to existing community facilities and services, such as: improvements to the beach boardwalk area, pedestrian access throughout the area and traffic circulation improvements that will lower response times for the fire station located on the beach. Further, the plan supports an increase in public parking throughout the area.

*Parks and Recreation:* The Redevelopment Plan specifically calls for the enhancement and expansion of the beach and related park areas. Further, new recreation opportunities are recommended, such as new water front recreational boating along the Intracoastal Waterway, enhanced bicycle circulation along the beach and throughout the CRA Area, and improved pedestrian circulation.

*Effect on School Population:* The Beach Area population consists predominantly of retirees and seasonal housing, and this Redevelopment Plan does not envision any significant impacts on schools. New housing opportunities on the beach likely will continue to appeal to the seasonal and retiree population.

The residential areas to the west of the Intracoastal Waterway are built-out and the only new residential opportunities created in this area will be in the Cove and Palm Aire shopping areas, which would be subject to school concurrency review at the time of platting.

*Other Matters Affecting the Physical and Social Quality of the Neighborhood:* Overall, the Redevelopment Plan will have a positive impact on the quality of life in the neighborhood by providing enhanced parks, more public beach areas, landscaping, drainage improvements and traffic circulation. The improvements will increase property values in the area, boost tourism, and provide a stronger commercial base, while maintaining the village-like character of the area.

## ***J. Land and Building Acquisition***

Several parcels are targeted for acquisition. For example, to complete linkages between the Cove and Hillsboro Square shopping centers, land acquisition may be considered. Land acquisition along SR A1A and Hillsboro Boulevard may also be necessary to properly implement planned streetscape projects along those roadways.

Design plans for proposed CRA Area projects are being developed at this time. The CRA has documented specific building and/or land acquisition needs (See 2011 Real Estate Acquisition Strategy Plan adopted herein by reference). Attempts to acquire **the following** necessary lands and/or buildings through public/private development partnerships or private market purchases will commence in 2011: **Any property acquisition must further the**

objectives of the Redevelopment Plan and follow CRA Real Estate Acquisition Policy.

Site	Purpose/Project
Former Riverview Restaurant Site	Expand and Redevelop Sullivan Park
Chamber of Commerce	Expand and Redevelop Sullivan Park
NE Corner of A1A and Hillsboro	Temporary Parking, Beautify, Assemble
Former Pal's Site	Parking garage
Former motel site at NE 1 <sup>st</sup> St. at NE 21 Ave.	Temporary Parking, Beautify, Assemble

If all market acquisition efforts fail, then eminent domain may be used consistent with applicable State laws and regulations.

***K. Conformance with Deerfield Beach Comprehensive Plan and Broward County Land Use Plan***

***Broward County Land Use Plan***

The proposed Beach/Cove Community Redevelopment Plan is also consistent with the Broward County Land Use Plan (LUP) and Plan map. The land use pattern discussed above with reference to the City’s Future Land Use Map is essentially identical to that shown for the CRA area on the County’s LUP map. Thus, the proposed redevelopment land use guidelines for the Beach/Cove Area are consistent with County land use designations. The suggested addition of mixed-use flexibility in some areas of the CRA will be addressed by a future detailed study and, to the extent possible, accomplished within the current County flexibility zone and reserve unit system, if found to be feasible.

The Beach/Cove Community Redevelopment Plan also furthers several important goals, objectives and policies in the Broward County Land Use Plan as follows:

*Objective 1.02.00: FLEXIBILITY AND IRREGULAR DENSITIES*- Establish flexibility within the Broward County Land Use Plan in order to facilitate the arrangement of residential densities, and allow local governments and the private sector to respond to changing conditions. (See also related Policies 1.02.01 and 1.02.02).

*Objective 10.01.00: INNOVATIVE LAND DEVELOPMENT TECHNIQUES AND REGULATIONS* - Encourage the use of innovative land development regulations and techniques, for both residential and non-residential development in order to promote planned

## City of Deerfield Beach CRA Plan Modification Process and General Schedule

Action	Scheduling Consideration	Date**	
DBCRA recommends the adoption of the Redevelopment Plan change by the City Commission		11/7/11	
Transmit Modification to Planning and Zoning Board staff for advertising	Transmit to Daidre for advertising deadline	11/8/11	
Review of Plan Amendment by Planning and Zoning Board		12/1/11	
CRA Board Approval of Amendment and Direction to forward to City Commission		12/13/11	1/17/11
Notification of Public Hearing and Possible Amendment of Plan Mailed to Taxing Authorities	Sent via certified mail 15 days prior to CRA Governing Board consideration	12/14/11	1/18/11
Provide digital copy of Amendment Resolution to City Clerk		12/14/11	1/18/11
Public Notice of City Commission Hearing		12/18/11	1/19/11
City Commission Hearing for Consideration/Approval of Modification	1st and 3rd Tuesday of the month	1/10/11	2/7/11
Project Implementation	May begin immediately upon approval of the Resolution	1/11/11	2/8/11

\* If the Planning and Zoning Board or City Commission vote to alter the Amendment Resolution, this process must be repeated.

\*\*Alternate schedules due to optional December meeting

CRA RESOLUTION NO. 2011/\_\_\_\_\_

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF DEERFIELD BEACH, FLORIDA, RECOMMENDING THAT THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF DEERFIELD BEACH, AMEND THE COMMUNITY REDEVELOPMENT PLAN OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF DEERFIELD BEACH, AS ESTABLISHED BY RESOLUTION NO. 1999/174 (AS AMENDED), TO REVISE PORTIONS OF THE PLAN RELATIVE TO REAL ESTATE ACQUISITION.**

WHEREAS, the City Commission adopted a CRA Plan in Resolution No. 1999/174, pursuant to Chapter 163, Part III ; and

WHEREAS, The Board of Directors of the Deerfield Beach Community Redevelopment Agency recognizes the importance of updating the CRA Plan from time to time, and

WHEREAS, the Board of Directors of the Deerfield Beach Community Redevelopment Agency do hereby find that modifications to the Land and Building Acquisition portion of the Plan are desired,

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF DEERFIELD BEAFCH, FLORIDA AS FOLLOWS:**

Section 1. The Whereas clauses set forth above are hereby incorporated within this resolution as part hereof.

Section 2. The Board of Commissioners of the Community Redevelopment Agency hereby recommends that the City Commission amend the Community Redevelopment Plan for the Community Redevelopment Agency of the City of Deerfield, as originally adopted in Resolution 1999/174, to specifically include various updates to the Plan as shown on the attached Exhibit "A".

Section 3. If any section, sentence, clause or phrase of this resolution is held invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this resolution.

Section 4. This resolution shall be effective immediately upon adoption.

PASSED AND ADOPTED THIS 7<sup>th</sup> DAY OF November, 2011.

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PEGGY NOLAND, CHAIR

ATTEST:

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ADA GRAHAM-JOHNSON, MMC, CITY CLERK

Deerfield/Resolutions/CRA Plan Update Resolution – Real Estate

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**REQUESTED ACTION:**

A resolution approving the purchase contract for 1701 Riverview Road for \$2,212,500.

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**SUMMARY EXPLANATION/BACKGROUND:**

The Riverview site has been identified in the CRA's Real Estate Acquisition Study and its Redevelopment Plan as a key property acquisition for the CRA in order to facilitate the expansion and redevelopment of Sullivan Park. The Urban Land Institute (ULI) advisory panel that analyzed the redevelopment potential for the east end of the Cove Shopping Center strongly recommended strengthening the connection to an expanded and redeveloped Sullivan Park.

After extensive negotiation, the purchase price was agreed upon at the October 11 CRA Board meeting. The contract details have been worked out between the seller's attorney and the CRA's real estate attorney (Robert Kleinman).

The purchase contract is consistent with the CRA's real estate acquisition policy with two exceptions: the most recent appraisal conducted by the CRA was June 29, 2011 (policy objective is 60 days prior) and the deposit is \$22,000 (policy objective is \$10,000). Approval of the resolution by unanimous vote would grant these exceptions.

The contract allows for a 30 day due diligence period with an extension of 30 days upon request. CRA staff is prepared to proceed with the necessary inspection activities.

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**ATTACHMENTS:**

**Proposed purchase contract  
Resolution**

**CONTRACT FOR SALE AND PURCHASE**

**SELLER: BUILDERS NEW YORK HOLDINGS III LLC a**

New York limited liability company  
of 225 W. Wacker Drive, Suite 1550  
Chicago, IL 60606

and

**BUYER: THE CITY OF DEERFIELD BEACH COMMUNITY**

**REDEVELOPMENT AGENCY**, a public instrumentality  
pursuant to Sec. 163.356, F.S. ("CRA")  
of 150 N.E. 2nd Avenue  
Deerfield Beach, FL 33441

hereby agree that the Seller shall sell and the Buyer shall buy the following-described property (the "Property"), as described in paragraphs 1, 2 and 3, below, upon the following terms and conditions:

1. **REAL PROPERTY.** That certain real property more particularly described as follows (the "Real Property"):

*Parcel "A" of RIVERVIEW PLAT, according to the plat thereof, as recorded in Plat Book 176, page 5, of the Public Records of Broward County, Florida.  
Street Address: 1701 Riverview Road, Deerfield Beach, FL 33441  
Property ID No. 484305-23-0010*

2. **APPURTENANCES.** All right, title and interest of Seller, if any, in and to any and all strips, gores, easements, privileges, choses in action, and other tenements, hereditaments, and appurtenances of or related to the Real Property (collectively, the "Appurtenances"), including, without limitation, the following: (i) rights to lands underlying streets, roads, highways, and avenues adjacent to the Real Property; (ii) access easements and rights-of-way related to or benefiting the Real Property; (iii) riparian, littoral rights, and other water rights related to or benefiting the Real Property; (iv) utility mains, service laterals, hydrants, and valves servicing or available to serve the Real Property and the Improvements; and (v) oil, gas, minerals, soil, flowers, shrubs, crops, trees, timber, compacted soil, submerged lands, fill, landscaping, and other embellishments now or in the future on or appurtenant to the Real Property.

3. **IMPROVEMENTS.** All buildings, structures, and improvements situated on the Real Property, including, without limitation, the existing building or buildings, if any, and all existing structures, and improvements (collectively, the "Improvements").

4. **PURCHASE PRICE.** The purchase price for the Property (the "Purchase Price") shall be the sum of Two Million Two Hundred Twelve Thousand Five Hundred and 00/100 Dollars (\$2,212,500.00) (U.S. Funds), subject to prorations and adjustments described in this Contract. The Purchase Price shall be payable as follows: A deposit in

the amount of Twenty Two Thousand and 00/100 Dollars (\$22,000.00) (the "Deposit") shall be placed by the CRA with Buyer's Title Agent (as hereinafter defined) upon execution of this Contract. The balance of the purchase price shall be paid in cash at closing.

5. **RATIFICATION BY CRA.** This Contract must be ratified by Buyer by a resolution duly enacted by a majority vote of the Board of Directors of THE DEERFIELD BEACH COMMUNITY REDEVELOPMENT AGENCY, sitting in a regular or special meeting and confirming the authority of the Community Redevelopment Director to sign this Contract on behalf of Buyer and to execute all closing documents necessary to complete this transaction, including, but not limited to, the Closing Statement. Buyer represents that this Contract has been ratified, and this contingency has been satisfied.

6. **EFFECTIVE DATE.** The date of this Contract ("Effective Date") will be the date that the last of Buyer and Seller execute this Contract.

7. **CLOSING DATE.** This transaction shall be closed and the deed and other closing papers delivered Forty-five (45) days after Effective Date (the "Closing Date"), unless extended by other provisions of the Contract.

8. **PLACE OF CLOSING.** Closing shall be held at the office of Robert S. Kleinman, Esq., ("Buyer's Title Agent"), located at 1701 West Hillsboro Blvd., Suite 207, Deerfield Beach, Florida.

9. **SELLER'S PUBLIC DISCLOSURE PURSUANT TO SEC. 286.23, F.S.** If Seller is a partnership, limited partnership, corporation, trust, or is an entity in any form of representative capacity whatsoever for others, then Seller hereby confirms that Seller has previously furnished Buyer with a public disclosure in writing, under oath and subject to the penalties prescribed for perjury, the names and addresses of every person or firm having a beneficial interest in the property, however small or minimal, or, if Seller has not yet furnished such public disclosure, then Seller shall deliver same at least ten (10) days prior to closing.

10. **TIME IS OF THE ESSENCE.** Time is specifically declared to be of the essence for this Contract, and for all acts required to be done and performed by Seller and Buyer in connection with this Contract.

11. **NO BROKERS.** Other than the representation of Seller by Cushman and Wakefield, for which Seller shall be responsible for compensating, the Seller and Buyer each represent and warrant to the other that it has not dealt with any broker, salesperson, agent, or finder in connection with any of the transactions contemplated by this Contract, and insofar as each party knows, no broker, salesperson, agent, finder, or other person is entitled to any commission or finder's fee in connection with any of the transactions contemplated by this Contract. Seller and Buyer each agree to indemnify, defend (by counsel reasonably satisfactory to the indemnified party), save and hold harmless the other from and against any and all losses, claims, damages, liabilities, fees and costs, and all other expenses related to, growing out of, or arising from, any claims or demands for any brokerage commissions or finder's fee alleged to be payable because of any act, omission, or statement of the indemnifying party., The terms of this paragraph shall

survive the Closing and any termination, of this Contract.:

**12. SELLER'S REPRESENTATIONS AND WARRANTIES.** To induce Buyer to enter into this Contract and the purchase of the Property, Seller covenants with and represents and warrants to Buyer as follows:

A. That Seller has received no written notice of any violations of any law, ordinance, order, or regulation affecting the Property issued by any governmental or quasi-governmental authority having jurisdiction over the Property that has not been corrected; and that before the Closing Seller shall furnish to Buyer copies of any and all written notices of violations that Seller receives between the Effective Date and the Closing Date from any governmental or quasi-governmental authorities having jurisdiction over the Property or any Board of Fire Underwriters;

B. That there are no pending lawsuits or appeals of prior lawsuits affecting the Property or Seller;

C. That Seller is duly organized and whose status is active under the laws of the State of New York, and it has full power and authority to enter into this Contract and to consummate the transaction contemplated by this Contract;

D. That Seller is not a "foreign person" within the meaning of Foreign Investment in Real Property Tax Act (FIRPTA), as amended;

E. That Seller is solvent, and no receivership, bankruptcy, or reorganization proceedings are pending or, to Seller's knowledge, contemplated against Seller in any court;

F. That at all times during the term of this Contract and as of the Closing, all of Seller's representations, warranties, and covenants in this Contract shall be true and correct; and

G. That no representation or warranty by Seller contained in this Contract and no statement delivered or information supplied to Buyer pursuant to this Contract contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements or information contained in them or in this Contract not misleading in any material respect.

**13. INSPECTION PERIOD.** Buyer shall have thirty (30) days from Effective Date to inspect the physical condition of the Real Property and Improvements and all other aspects of the Property (the "Inspection Period"). During the Inspection Period, Buyer may, at Buyer's expense have inspections of the Real Property and Improvements made by appropriately licensed and insured professionals or by Buyer's own employees or employees of the City of Deerfield Beach. If the physical condition of the Real Property and Improvements is not satisfactory to Buyer in Buyer's sole and exclusive judgment, Buyer shall have the right to terminate this Contract by giving Seller written notice of such termination at any time before 5:00 p.m. of the last day of the Inspection Period. In the event of such timely termination, the Deposit, if any, shall be returned to Buyer and this Contract shall be null and void.

If Seller does not receive notice of termination by the end of the Inspection Period, Buyer's right to terminate this Contract shall be deemed waived, and Buyer shall be deemed to have accepted the physical condition of the Property and all Improvements in their "as is, where is" condition as of the expiration of the Inspection Period, as set forth below, subject to ordinary wear and tear, and Seller makes no warranties, express, implied, or otherwise with respect to the Property except as otherwise provided by this Contract. Buyer shall pay in full the cost of all inspections, reports, surveys, and tests of any kind resulting from Buyer's inspection so that no person, firm or entity shall have the right to file a claim of lien against the Real Property.

Buyer or Buyer's agent shall not conduct any inspection which are intrusive in any

manner or which may cause damage to the Property, except damage reasonably resulting from soil borings, the location and quantity of which must be approved by Seller in writing prior to anywork. If any such damage occurs, Buyer shall restore the Property to its pre-inspection condition not later than seven (7) days after the damage occurs, and the Deposit shall not be released until all damage has been remedied.

To the extent that Seller provides or has provided access to the Property to Buyer for any inspections or otherwise, Buyer, its agents, contractors and assigns enter the Property and conduct inspections at their own risk. Buyer shall indemnify and hold harmless Seller, its officers, directors, shareholders, managers, members, attorneys, employees, agents, subsidiaries and affiliates, harmless from losses, damages, costs, claims and expenses of any nature, including attorneys' fees at all levels, and from liability to any person, arising from the conduct of any and all inspections or any work authorized by Buyer. Buyer will not engage in any activity that could result in a construction lien being filed against the Property without Seller's prior written consent. In the event this transaction does not close, (1) Buyer shall repair all damages to the Property resulting from any inspections and return the Property to the condition it was in prior to conduct of such inspections, and (2) Buyer shall, at Buyer's expense, release to Seller all reports and other work generated as a result of Buyer's inspections. The provisions of this Section shall survive the termination of this Contract and the Closing.

Buyer may, at Buyer's sole option, extend the Inspection Period for one additional period of thirty (30) days, by providing written notice to that effect to Seller within five (5) days prior to the end of the Inspection Period.

Buyer acknowledges that Buyer is purchasing the Property in "AS-IS, WHERE-IS" condition. Buyer understands and agrees that Seller is not making and has not at any time made any warranties or representations of any kind or character, expressed or implied, with respect to the Property, including, but not limited to, any warranties or representations as to habitability, merchantability, fitness for a particular purpose, title (other than Seller's limited warranty of title implied in the deed), zoning, density, entitlements, tax consequences, latent or patent physical or environmental condition, utilities, operating history or projections, valuation, governmental approvals or permits, the compliance of the Property with governmental laws, the truth, accuracy or completeness of any documentation relating to the Property or any other information provided by or on behalf of Seller to Buyer, or any other matter or thing regarding the Property. Seller shall not be responsible for or close any open permits that may relate to the Property. Buyer acknowledges and agrees that upon Closing, Seller shall sell and convey to Buyer and Buyer shall accept the Property as is, where is, with all faults, except to the extent expressly provided otherwise in this Contract. Buyer has not relied and will not rely on, and Seller is not liable for or bound by, any express or implied warranties, guaranties, statements, representations or information pertaining to the Property or relating thereto (including specifically, without limitation, any property information packages distributed with respect to the Property) made or furnished by Seller, any manager of the Property, or any real estate broker or agent representing or purporting to represent Seller, to whomever made or given, directly or indirectly, orally or in writing, unless specifically set forth in this Contract. Buyer represents to Seller that Buyer has conducted or will conduct such investigations of the Property, including but not limited to, the physical and environmental conditions thereof, as Buyer deems necessary to satisfy itself as to the condition of the Property and the existence or nonexistence of curative action to be taken with respect to any hazardous or toxic substances or wastes on or discharged from the Property, and will rely solely upon same and not upon any information provided by or on behalf of Seller or its agents or employees with respect thereto, other than such representations, warranties and covenants of Seller as are expressly set forth in this Contract. Upon Closing, Buyer shall assume the risk that adverse

matters, including but not limited to, construction defects and adverse physical and environmental conditions, may not have been revealed by Buyer's investigations, and Buyer, upon Closing, shall be deemed to have waived, relinquished and released Seller (and Seller's officers, directors, shareholders, managers, members, attorneys, employees, agents, subsidiaries and affiliates) from and against any and all claims, demands, causes of action, losses, damages, liabilities, costs and expenses (including attorneys' fees and court costs) of any and every kind or character, known or unknown, which Buyer might have asserted or alleged against Seller (and Seller's officers, directors, shareholders, managers, members, attorneys, employees, agents, subsidiaries and affiliates) at any time by reason of or arising out of any latent or patent construction defects or physical or environmental conditions, violations of any applicable laws (including, without limitation, any environmental laws) and any and all other acts, omissions, events, circumstances or matters regarding the Property. Seller would not have entered into this Contract at the stated purchase price but for Buyer's unqualified and unconditional agreement to the provisions of this section.

The term "Mold" or "Molds", as used herein, shall include, without limitation, any and all, molds, mildew, microbiological substances, bacteria, toxins, mycotoxins, fungi and/or similar substances (collectively, "Molds"). As in many buildings in Florida, Mold may be present in the Property and may or may not be visible. By acquiring title to the Property, Buyer shall be conclusively deemed to have assumed the risks associated with Molds and to have accepted full responsibility/risk for any matters that may result from the past, present and/or future presence of Molds in the Property and to have released Seller (and its officers, directors, shareholders, managers, members, attorneys, employees, agents, subsidiaries and affiliates) from any and all liability (financial or otherwise) resulting from the past, present and/or future presence of Mold in the Property. In addition, Buyer by execution of this Contract acknowledges that Seller will not be responsible for any damages caused by Molds, including but not limited to, property damage, personal injury, loss of income, emotional distress, death, loss of use, loss of value, and adverse health effects, nor shall Seller have any obligation to remove or remediate any Molds present in the Property.

14. **ENVIRONMENTAL MATTERS.** Intentionally deleted.

**15. TITLE MATTERS.**

A. Conveyance of Title; Permitted Exceptions: Seller shall convey title by Special Warranty Deed to Buyer on the Closing Date, fee simple title to the Real Property subject only to the following: (i) zoning restrictions, prohibitions, and other requirements imposed by governmental authority; (ii) restrictions and matters appearing on the plat or otherwise common to the subdivision; (iii) public utility easements of record; and (iv) taxes for the year of closing, (the "Permitted Exceptions"), and such additional matters as otherwise may be permitted by this Contract. Buyer agrees to accept title to the Real Property subject only to the Permitted Exceptions and such additional matters as otherwise may be permitted by this Contract. Said Special Warranty Deed shall include and encompass all of the Seller's right, title and interest in and to any appurtenant or reversionary rights therein or thereon and in any streets, rights-of-way, dedications or easements within the said lands, or on the perimeter thereof, or any parcel thereof.

B. Evidence of Title. Seller shall not be obligated to provide Buyer with an existing title insurance policy or any other title information to use as base title.

C. Marketable Title. Seller shall convey a marketable title, subject only to the Permitted Exceptions set forth in this Contract and those which shall be discharged by Seller at or before closing. Marketable title shall be determined according to the applicable Title Standards adopted by The Florida Bar and in accordance with law. Buyer shall have twenty (20) days from the

Effective Date (the "Title Examination Period") to obtain a title insurance commitment (the "Commitment") for an owner's marketability policy issued by Old Republic National Title Insurance Company (the "Title Underwriter") in the full amount of the Purchase Price, at Buyer's sole expense.

D. Additional Title Exceptions Set Forth in Commitment. If the Commitment contains any exceptions other than the Permitted Exceptions as determined by Buyer in Buyer's sole discretion, Buyer shall deliver written notice to Seller within the Title Examination Period specifying the additional exceptions other than the Permitted Exceptions. If Buyer fails to deliver such written notice to Seller within the Title Examination Period, then Buyer shall be deemed to accept title in its "as is" condition. Upon receipt of the notice within the Title Examination Period, Seller shall have thirty (30) days in which to consider removing the additional exceptions, but Seller shall not be required to remove any additional exceptions.

E. Failure to Remove Title Objections. If Seller fails to remove any such objections within thirty (30) days after notice to Seller, Buyer may elect by giving written notice to Seller, which notice must be received by Seller before the date that is five (5) business days after the end of such thirty (30) day period, either to (i) reject title as it then exists and terminate this Contract and thereupon be entitled to a return of the Deposit. Upon return of the Deposit to Buyer pursuant to this provision, this Contract shall cease and terminate and the parties shall have no further rights, duties, or obligations under this Contract, except for those rights, duties and obligations that specifically survive termination of this Contract; or (ii) waive such objections and proceed with the Closing and accept the Real Property subject to such exceptions without reduction of the Purchase Price. If Buyer fails to send any notice to Seller by the required date, Buyer shall be deemed to have waived the objections to such exceptions and shall proceed to the Closing as provided by this Contract.

F. Additional Exceptions Set Forth in Title Endorsement. If any subsequent endorsement to the Commitment obtained prior to Closing reveals any additional exceptions not permitted by this Contract, Buyer shall notify Seller in writing of such additional exceptions. If Seller is unable or unwilling to remove such additional exceptions, Buyer shall have the same rights and remedies as provided above, except that the Closing shall not be extended more than ten (10) days to permit Seller to cure any such additional exceptions if Seller elects to cure such additional exceptions. If Seller elects not to cure such additional exceptions, then the Closing shall not be extended.

G. Seller's Covenants. During the term of this Contract, Seller shall not, without in each instance first obtaining Buyer's written consent, which may be withheld in Buyer's sole discretion, cause or consent to (i) any modifications to existing easements, covenants, conditions, restrictions, or rights of way affecting the Property, (ii) any new easements, covenants, conditions, restrictions, or rights of way affecting the property, (iii) any zoning changes or other changes of governmental approvals, (iv) any modifications to or future advances under any existing liens, mortgages, deeds of trust or other encumbrances on the Property, or (v) any new liens, mortgages, deeds of trust, or other encumbrances on the Property which will not be satisfied or released at or prior to Closing.

H. Deletion of Standard Exceptions. Seller (subject to Seller's right to take no action pursuant to paragraph D above) and Buyer each agree to provide reasonable affidavits and documentation to enable the Title Agent to delete all Schedule B-I requirements, the "gap" exception, and the construction lien and parties-in-possession exceptions from the Commitment at Closing. Seller (subject to Seller's right to take no action pursuant to paragraph D above) and Buyer each

shall be responsible for satisfying those Schedule B-I requirements applicable to each of them.

16. **LEGAL DESCRIPTION.** If the legal description herein has been taken from the tax rolls or any source other than the deed conveying title to Seller, or is subject to survey, then the legal description shall be clarified by an addendum to this contract when ascertained. Said addendum shall be initialed by both parties and shall by substitution replace the legal description herein by incorporation by reference of the addendum.

17. **SURVEY.** The Buyer, within thirty (30) days of Effective Date, may have said property surveyed by a licensed Florida surveyor, at Buyer's sole cost and expense. Buyer shall provide Seller with an original, sealed survey. Any of the following matters shown on the survey shall be treated as a title defect as provided by Section 15 above : (i) any encroachments onto the Real Property; (ii) any encroachments of the Improvements onto the lands of others; (iii) any encroachments of the Improvements onto easements or beyond setback lines located on the Real Property; (iv) no means of physical and legal ingress to and egress from a publicly dedicated roadway; (v) voids or lapses in the legal description of the Real Property; (vi) slivers, strips, gores, or hiatuses contained in the Real Property; or (vii) any other matters that reasonably cause the title insurance underwriter chosen by Buyer refuse to delete the survey and unrecorded easement exceptions to the Commitment.

If the survey shows any of the above-enumerated matters affecting said property the same shall be treated as a title defect.

18. **LIENS.** Seller shall furnish to Buyer at time of closing an affidavit attesting to the absence, unless otherwise provided for herein, of any financing statements, claims of lien or potential lienors known to and claiming through Seller and further attesting that there have been no improvements or repairs to the property for ninety (90) days immediately preceding the date of closing undertaken by Seller. If the property has been improved, or repaired within that time, Seller shall deliver releases or waivers of construction liens executed by all general contractors, subcontractors, suppliers and materialmen in addition to Seller's lien affidavit setting forth the names of all such general contractors, subcontractors, suppliers, and materialmen and further affirming that all charges for improvements or repairs which could serve as a basis for a construction lien or a claim for damages have been paid or will be paid at closing.

19. **SELLER'S JOINDER BEFORE CLOSING.** Intentionally deleted.

20. **DOCUMENTS FOR CLOSING.** Seller shall furnish the Deed, Affidavit Regarding Liens, Bill of Sale for personal property, Certificate of Non-Foreign Status and any corrective instruments that may be required in connection with this Contract.

21. **PROVISIONS REGARDING FIRPTA.** At closing Seller shall execute and deliver a Certificate of Non-Foreign Status in form reasonably acceptable to Buyer's counsel. In the event Seller does not so execute and deliver to Buyer a

Certificate of Non-Foreign Status, Buyer or Title Agent shall withhold ten (10%) percent of the Purchase Price and pay the withheld amount to the Internal Revenue Service pursuant to Section 1445 of the Internal Revenue Code, unless Seller proves, to Buyer's reasonable satisfaction, that such withholding is not required under said Section 1445 and regulations promulgated thereunder. Any such amount thus withheld shall be deemed to have been paid to Seller in cash at Closing as part of Buyer's obligation to pay the Purchase Price.

22. **EXPENSES.** Municipal lien search, documentary stamps on the deed and recording corrective instruments shall be paid by Seller. Abstracting, title searches, title exams, title insurance and recording deed shall be paid by Buyer.

23. **PRORATIONS; CREDITS.** Taxes, assessments, rent, interest, insurance and other expenses and revenue of the property shall be prorated through the day before closing. Cash at closing shall be increased or decreased as may be required by prorations. In the event the date of closing shall occur between January 1 and November 1, Seller shall, in accordance with Section 196.295, Florida Statutes, place in escrow with the Broward County Revenue Collection Division an amount equal to current taxes prorated to the date of transfer of title, based upon the current assessment and millage rates on the property. In the event that closing occurs on or after November 1, the tax bill shall be paid in full, if not already paid, and Buyer shall grant Seller a pro-rated credit for Buyer's share of same at closing.

24. **SPECIAL ASSESSMENT LIENS.** Certified, confirmed and ratified special assessment liens by governmental authority through the date prior to closing (and not as of the date of this Contract) are to be paid by the Seller. Pending liens as of the date of closing shall be assumed by the Buyer.

25. **RISK OF LOSS.** If the improvements are damaged by fire or other casualty before delivery of the deed and can be restored to substantially the same condition as now existing within a period of sixty (60) days thereafter, Seller may restore the improvements and the closing date and date of delivery of possession hereinbefore provided shall be extended accordingly. If Seller fails to do so, the Buyer shall have the option of (1) taking the property "as is" together with insurance proceeds, if any, or (2) canceling the Contract and all deposits will be forthwith returned to the Buyer and the parties released of any further liability hereinbefore.

26. **PROCEEDS OF SALE AND CLOSING PROCEDURE.** The deed shall be recorded upon clearance of funds. The proceeds of sale shall be tendered to Seller at closing. Payment to Seller shall be made by wire transfer.

27. **POSSESSION.** Possession and occupancy of the property shall be delivered to Buyer at the time of closing.

28. **ESCROW.** Any escrow agent ("Agent") receiving funds or equivalent is authorized and agrees by acceptance of them to deposit them promptly, hold same in escrow and, subject to clearance, disburse them in accordance with the terms and conditions of this Contract. Failure of clearance of funds shall not excuse Buyer's performance. If in doubt as to Agent's duties or liabilities under the provisions of this Contract, Agent may, at Agent's option, continue to hold the subject matter of the escrow until the parties mutually agree to its disbursement, or until judgment of a court of competent jurisdiction shall determine the rights of the parties or Agent may deposit with the clerk of the circuit court having jurisdiction of the dispute. Upon notifying all parties concerned of such action, all liability on the part of Agent shall fully terminate, except to the extent of accounting for any items previously delivered out of escrow. In any suit between Buyer and Seller where Agent is made a party because of acting as Agent hereunder, or in any suit wherein Agent interpleads the subject matter of the escrow, Agent shall recover reasonable

attorney's fees and costs incurred with the fees and costs to be charged and assessed as court costs in favor of the prevailing party. Parties agree that Agent shall not be liable to any party or person for misdelivery to Buyer or Seller of items subject to this escrow, unless such misdelivery is due to willful breach of Contract or gross negligence of Agent.

29. **BUYER'S DEFAULT.** If Buyer shall default in the performance of its obligations under this Contract, without fault on Seller's part and without failure of title or any conditions precedent to Buyer's obligations under this Contract, Seller shall have the right to elect either to receive the Deposit in satisfaction of Buyer's obligations under this Contract or to proceed with an action against Buyer for specific performance of this Contract.

30. **SELLER'S DEFAULT.** If Seller shall default in the performance of its obligations under this Contract, Buyer shall have the right to elect either (i) to terminate this Contract by giving written notice to Seller, in which event the Deposit, if any, shall be returned to Buyer and this Contract shall be deemed null and void with no party having any further rights or obligations under the Contract, except for those rights, obligations, with remedies that specifically survive the termination of this Contract; or (ii) to seek to specifically enforce the terms and conditions of this Contract as Buyer's sole and exclusive remedy and waiving any action for damages resulting from Seller's breach.

31. **TIME.** Time periods herein shall be computed using calendar days, except that time periods of less than six (6) days shall in the computation exclude Saturdays, Sundays and state and national legal holidays, and any time period provided herein which shall end on Saturday, Sunday or legal holiday shall extend to 5:00 p.m. of the next business day.

32. **CONTRACT NOT RECORDABLE.** Neither this Contract nor any notice or memorandum of it shall be recorded in any public records, and any violation of this paragraph shall be a default under the Contract.

33. **ASSIGNABILITY.** Neither party shall assign its rights under this Contract without the other party's written consent, which shall not be unreasonably withheld by the other party in its sole discretion. Assignment of a majority of the assets or stock of any corporation to another party or a change of a general partner of any partnership shall be deemed an assignment of rights under this paragraph and a violation of this paragraph. No assignment, whether or not permitted under this paragraph shall relieve the assigning party of its obligations under this Contract.

34. **INTEGRATION.** This Contract constitutes the entire agreement between the parties, and supersedes all prior negotiations, writings, agreements, or other understandings between the parties with respect to the subject matter of this Contract.

35. **MODIFICATION.** This Contract may not be modified orally or in any other manner than by an agreement in writing signed by the party or parties against whom enforcement is sought. Escrow Agent, if any, shall not be required to join in the execution of any amendments unless its rights or obligations under this Contract are affected.

36. **TYPEWRITTEN AND HANDWRITTEN PROVISIONS.** Typewritten or handwritten provisions that are inserted in this Contract or attached to this Contract as addenda or riders shall control over all printed or pretyped provisions with which they may conflict.

37. **EXHIBIT AND PARAGRAPH REFERENCES.** All references in this Contract to exhibits, schedules, paragraphs, subparagraphs, sections, and subsections refer to the respective subdivisions of this Contract unless the reference expressly identifies another

document. The exhibits attached to this Contract are made a part of this Contract and incorporated into this Contract by this reference.

38. **NOTICES.** All notices, requests, consents, instructions, and communications required or permitted under this Contract shall be in writing and shall be (as elected by the person giving such notice) hand-delivered by messenger or nationally recognized overnight courier service, telecommunicated, telecopied or mailed (air mail if international) by registered or certified mail (postage prepaid), return receipt requested, and addressed to each party at their respective addresses as set forth below or to such other addresses any party may designate by notice complying with the terms of this paragraph.

If to Buyer:

KEVEN R. KLOPP  
Community Redevelopment Director  
DEERFIELD BEACH CRA  
150 N.E. Second Avenue Deerfield  
Beach, FL 33441 Tel. Number: (954)  
480-4263 Fax Number: (954) 480-  
4268

with a copy to:

ANDREW S. MAURODIS, ESQ.  
City Attorney  
710 East Hillsboro Blvd., #200  
Deerfield Beach, FL 33441 Tel.  
Number: (954) 429-1440 Fax  
Number: (954) 429-1442

with a copy to:

ROBERT S. KLEINMAN, ESQ.  
1701 West Hillsboro Blvd., #207  
Deerfield Beach, FL 33442 Tel.  
Number: (954) 428-5838 Fax  
Number: (954) 428-0294

If to Seller:

BUILDERS NEW YORK HOLDINGS III LLC  
225 W. Wacker Dr., Suite 1550  
Chicago, IL 60606  
Attention: Barrett J. Schulz, Esq.  
Number : (312) 750-9302 Tel  
Number: (312) 750-9317

a copy to:

Steven C. Elkin, Esq.  
Frank, Weinberg & Black, P.L.  
7805 S.W. 6th Court  
Plantation, FL 33324  
Tel: (954) 474-8000  
Fax: (954) 474-9850

39. **RADON GAS DISCLOSURE.** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

40. **PARAGRAPH HEADINGS.** The boldface word or words appearing at the commencement of paragraphs and subparagraphs of this Contract are included only as a guide to the contents thereof and are not to be considered as controlling, enlarging or restricting the language or meaning of those paragraphs or subparagraphs.

41. **GENDER AND CASE.** Wherever in this Contract the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders, and vice versa, as the Contract shall require.

42. **SEVERABILITY.** If any provision of this Contract is void, invalid, or unenforceable, the remaining provisions shall nevertheless be valid and carried into effect.

43. **BINDING EFFECT.** This Contract shall be binding on and shall inure to the benefit of the parties and their respective heirs, devisees, legal representatives, successors, and permitted assigns.

44. **FURTHER ASSURANCES.** Seller and Buyer each agree from time to time to execute and deliver such further and other transfers, assignments, and documents and to do all matters and things that are legally required or reasonably necessary to effectuate the intentions of this Contract. This provision shall survive the Closing.

45. **SURVIVAL.** Unless otherwise expressly provided by this Contract, all covenants, agreements, representations, and warranties of Seller and Buyer in this Contract, all remedies related to them, and the provisions of this paragraph shall survive the Closing or the termination of this Contract.

46. **GOVERNING LAW.** This Contract and all transactions contemplated by this Contract shall be governed by and construed and enforced in accordance with the laws of the State of Florida without regard to principles of conflicts of laws.

47. **JURISDICTION AND VENUE.** The parties acknowledge that a substantial portion of negotiations and anticipated performance of this Contract occurred in or shall occur in Broward County, Florida, and that, therefore, without limiting the jurisdiction or venue of any other federal or state courts, each of the parties irrevocably and unconditionally (i) agrees that any lawsuit, action, or other legal proceeding arising out of or related to this Contract may be brought in the courts of record of the State of Florida in Broward County or the District Court of the United States, Southern District of Florida, sitting in Broward County; (ii) consents to the jurisdiction of such court in any such lawsuit, action, or proceeding; and (iii) waives any objection that it may have to the laying of venue of any such lawsuit, action or proceeding in any such court.

48. **COUNTERPARTS.** This Contract may be executed in one or more counterparts, each of which shall be deemed an original, but all of which will constitute one and the same instrument. A facsimile or e-mailed PDF attachment of the executed contract shall be deemed a valid counterpart of the original. Delivery of the "fax" or e-mailed PDF shall satisfy the requirements of this section.

49. **INTERPRETATION.** This Contract, and the exhibits or addenda to this Contract, have been negotiated at arm's length by Seller and Buyer, and the parties mutually agree that for the purpose of construing the terms of this Contract or exhibits or addenda, neither party shall be deemed responsible for the drafting of this Contract.

50. **WAIVER OF JURY TRIAL.** Seller and Buyer hereby mutually, knowingly, willingly, and voluntarily waive their right to trial by jury and no party nor any assignee, successor, heir, or legal representative of the parties (all of whom are collectively referred to below as the "parties") shall seek a jury trial in any lawsuit, proceeding, counterclaim, or any other litigation proceeding based upon or arising out of this Contract or any related agreement or instrument, or any course of action, course of dealing, statements (whether verbal or written) or actions relating to the property or this Contract. The parties also waive any right to consolidate any action in which a jury trial has not been waived. The provisions of this paragraph have been fully negotiated by the parties, and the parties acknowledge that the inclusion of this provision is a material inducement for entering into this agreement. The waiver contained in this paragraph is irrevocable, constitutes a knowing and voluntary waiver, and shall be subject to no exceptions.

51. **FULL AGREEMENT.** This is the full Contract between the parties and may not be changed except by a written amendment executed with equal dignity hereto.

51. **ATTORNEYS' FEES.** In the event of a dispute arising under this Contract, whether or not a lawsuit or other proceeding is filed, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs, including attorneys' fees and costs incurred in litigating entitlement to attorneys' fees and costs, as well as in determining or quantifying the amount of recoverable attorneys' fees and costs. The reasonable costs to which the prevailing party is entitled shall include costs that are taxable under any applicable statute, rule, or guideline, as well as non-taxable costs, including, but not limited to, costs of investigation, copying costs, electronic discovery costs, telephone charges, mailing and delivery charges, information technology support charges, consultant and expert witness fees, travel expenses, court reporter fees, and mediator fees, regardless of whether such costs are otherwise taxable.

Executed by Seller on \_\_\_\_\_, 2011

\_\_\_\_\_  
BUILDERS NEW YORK HOLDINGS III  
LLC, a New York limited liability company

By: \_\_\_\_\_

Executed by Buyer on \_\_\_\_\_, 2011

DEERFIELD BEACH COMMUNITY  
REDEVELOPMENT AGENCY,

By: \_\_\_\_\_

KEVEN R. KLOPP, CRA Director

**CRA RESOLUTION NO. 2011/**

**A RESOLUTION OF THE CITY OF DEERFIELD BEACH,  
COMMUNITY REDEVELOPMENT AGENCY AUTHORIZING THE  
PURCHASE OF A CERTAIN PROPERTY AT 1701 RIVERVIEW ROAD,  
FORMERLY THE SITE OF THE RIVERVIEW RESTAURANT, FOR  
THE CRA TO USE FOR CRA PURPOSES**

**WHEREAS**, the Community Redevelopment Agency of the City of Deerfield Beach (CRA) has held numerous hearings with regard to the purchase of property which would benefit and encourage development of the CRA area ; and

**WHEREAS**, after several public hearings and meetings, the CRA Board looked at several properties in its CRA plan which it wished to purchase to further the goals of the CRA; and

**WHEREAS**, the former site of the Riverview Restaurant, more particularly described on Exhibit A (the Property) was included in the CRA plan for purchase; and

**WHEREAS**, after negotiations with the owner, the CRA Board tentatively approved an offer to be made to the owner of the Property in the amount of \$2,212,500; and

**WHEREAS**, exceptions to the CRA's Real Estate Policy require approval by a unanimous vote of the CRA Board;

**WHEREAS**, there are two exceptions to the CRA's Real Estate Policy associated with the approval of the contract (date of appraisal and amount of deposit);

**WHEREAS**, the CRA Board finds it in the best interests of the CRA and in furtherance of the goals and objectives of the CRA area to purchase the Property;

**NOW, THEREFORE, BE IT RESOLVED BY THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF DEERFIELD BEACH, FLORIDA, AS FOLLOWS:**

**Section 1.** The above referenced "Whereas" clauses are true and correct and made a part hereof.

**Section 2.** The CRA Board does hereby approve the purchase of the Property in the amount of \$2,212,500, pursuant to the attached Real Estate Purchase Contract. The Executive Director is authorized to execute the Contract and to take all necessary actions to obtain the Property pursuant to said Contract, including the payment of said funds as are necessary and provided for under the attached Contract.

PASSED AND ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2011.

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PEGGY NOLAND, CRA Chair

ATTEST:

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ADA GRAHAM-JOHNSON, Secretary

DEERFIELD/RESOLUTIONS/CRA.RIVERVIEW RESTAURANT PURCHASE

**Deerfield Beach  
Community Redevelopment Agency  
Monthly Change Order Report**

as per CRA Resolution 2011-011

**Change Orders**

Date	Project	Expenditure Description	Amount
10/28/2011	Cove Alleyway	West Construction - Demolition and reconstruction of 70' of existing wall. Priced using bid unit cost.	\$17,659.75