

This Instrument Prepared by:
Record and Return to:

Scott Backman, Esq.
Dunay, Miskel and Backman, LLP
14 SE 4th Street, Suite 36
Boca Raton, FL 33432

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DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("Agreement") is made and entered as of this _____ day of _____, 2019, by and between the **CITY OF MARGATE**, a municipal corporation ("City") and **ROSEMURGY ACQUISITIONS, LLC**, a Florida limited liability company ("Developer"). The City and Developer and their respective successors and assigns are individually referred to as "Party" and collectively "Parties".

WHEREAS, this Agreement is entered in accordance with the Florida Local Government Development Agreement Act, Sections 163.3220-163.3243, Fla. Stat. (the "Act"); and

WHEREAS, Developer is the contract purchaser of that certain property located in the City of Margate, Broward County, Florida, more particularly described in attached Exhibit "A" (the "Property"); and

WHEREAS, the Property is comprised of "Pod A", "Pod B", "Pod C", and "Pods D, E, F, G & H", as more particularly described in Section 2(c) of this Agreement and in Exhibit "B" attached hereto; and

WHEREAS, Developer desires to develop the Property as a mixed-use community with up to three hundred seventy seven (377) townhouse units, up to five hundred seven (507) multifamily residential units, up to fifty seven thousand five hundred (57,500) square feet of commercial uses, including amenities, and approximately sixty five (65) net acres/sixty seven (67) gross acres of open space and recreational trails for public use (the "Project"); and

WHEREAS, construction of the Project will require a land use plan amendment and rezoning of the Property;

WHEREAS, the proposed land use plan amendment and rezoning is consistent with the goals, policies, and objectives within the City and Broward County Future Land Use Plans; and

WHEREAS, Developer and the City desire to establish certain terms and conditions relating to the Project in accordance with the Act; and

WHEREAS, in order to foster comprehensive and sound capital facilities planning and financing, to ensure the provision of adequate public facilities for development concurrent with the impacts of development, to encourage the efficient use of resources, to reduce the economic cost of development, and to afford certainty in the approval of development, the City and Developer desire to establish by agreement the terms under which the Property may be developed; and

WHEREAS, public hearings regarding this Agreement have been noticed and conducted pursuant to Section 163.3225, Florida Statutes; and

WHEREAS, this Agreement describes any conditions, terms, restrictions, or other requirements determined to be necessary by the local government for the public health, safety, or welfare of its citizens; and

WHEREAS, the failure of this Agreement to address a particular permit, condition, term, or restriction shall not relieve the developer of the necessity of complying with the law governing said permitting requirements, conditions, terms or restrictions.

NOW, THEREFORE, in consideration of the mutual covenants entered between the Parties, and in consideration of the benefits to accrue to each, the Parties hereby agree as follows:

1. **Accuracy of Recitals / Defined Terms.**

- a. The recitals set forth above are true and correct and are incorporated into this Agreement by this reference.
- b. Unless otherwise defined in this Agreement, the following terms shall have the meanings below:

“Governmental Authority(ies)” shall mean any federal, state or local agency, department, commission, board, bureau, administrative or regulatory body having jurisdiction over the Property.

“Conceptual Master Plan” shall refer to the Conceptual Master Plan submitted to the City Commission for consideration concurrently with this Agreement and attached hereto as Exhibit “C”.

“Project” shall mean development of the Property as described in this Agreement.

2. **Mandatory Development Agreement Provisions Pursuant to the Act.**

a. **Legal Description and owner.**

The owner of legal and equitable title to the Property is ROSEMURGY ACQUISITIONS, LLC, a Florida limited liability company. The legal description of the Property is set forth in Exhibit “A”.

b. **Duration of Agreement.**

This Agreement shall expire thirty (30) years after the Effective Date (hereinafter defined), unless earlier terminated or extended pursuant to the Act, and except as otherwise provided herein.

c. **Future Land Use Map and Zoning Designations.**

The Property is currently designated CR, Commercial Recreation of the City’s Future Land Use Map. The Property is designated Commercial Recreation on the County’s BrowardNext Land Use Plan for the area around the existing clubhouse, and Recreation and Open Space for the balance of the former golf course area. The Property is further within a Dashed-Line Area allowing a maximum density of seven (7) dwelling units per acre. The Property has a zoning designation of S-2, Open Space District. The Developer has submitted applications to amend the land use and zoning designations for the parcels identified on the Conceptual Site Plan, as follows:

- i. “Pod A”: Developer submitted applications to amend the City’s future land use designation of the +/- 5.75net acre/+/- 7.5 gross acre Pod A boundary to Commercial (C) with a 7.0 Dashed-Line area and to amend the County’s future land use designation to Commerce with a 7.0 Dashed-Line Area. Developer submitted applications to rezone Pod A to B-2, Community Business District.
- ii. “Pod B”: Developer submitted applications to amend the City’s future land use designation of the +/- 37.12 net acre/+/- 37.8 gross acre Pod B boundary to R(10), Residential up to 10 dwelling units per acre, and to amend the County’s future land use designation to an Irregular Residential Future Land Use Designation. Developer submitted applications to rezone Pod B to R-3A, Multiple Dwelling District.
- iii. “Pod C”: Developer submitted applications to amend the City’s future land use designation of the +/-35.307 net acre/+/- 36.2 gross acre Pod C boundary to R(14), Residential up to fourteen (14) dwelling units per acre and to amend the County’s future land use designation to an Irregular Residential Future Land Use Designation. Developer

submitted applications to rezone Pod C to R-3A, Multiple Dwelling District.

- iv. “Pods D, E, F, G & H”: Developer submitted applications to amend the City’s future land use designation of the +/-65 net acre/+/- 67 gross acre area of Pods D, E, F, G & H to the City’s Park and Recreation Future Land Use Designation.

d. **Uses, Densities, Intensities and Height of Property.**

Developer shall develop the Property with the following uses:

- i. “Pod A”: Developer shall develop Pod A with a maximum of fifty seven thousand five hundred (57,500) square feet of commercial uses, and related amenities and accessory uses. The maximum height permitted for commercial buildings within Pod A shall be three (3) stories and forty feet (40’). In addition to uses not otherwise permitted within the B-2 zoning district, the following uses shall be prohibited within Pod A: night clubs, teen clubs, catering halls or dance clubs; smoke shops; gas stations; convenience stores; automotive repair facilities; car washes; public or private elementary, middle or high schools; and places of worship. A Declaration of Restrictive Covenants will be recorded against the Property to restrict such uses in perpetuity and shall be substantially similar to the form attached hereto as Exhibit “D”.
- ii. “Pod B”: Developer shall develop Pod B with a maximum of three hundred seventy seven (377) residential townhouse units, related amenity and accessory uses. The townhouse units shall be gated and shall be of quality construction and design for market-rates, which shall include the use of concrete block construction, hurricane impact windows and energy star appliances. There shall be a minimum of four (4) floorplan offerings, three (3) unit types, and two (2) distinct architectural elevations for the townhouse products. The maximum height of the residential townhouse units within Pod B shall be thirty five feet (35’).
- iii. “Pod C”: Developer shall develop Pod C with a maximum of five hundred seven (507) multi-family units and related amenities and accessory uses. At a minimum, the amenities shall include one (1) resort-style pool with lounge areas, walking trails, dog park and clubhouse with amenity space and fitness center. The maximum height of the multi-family development within Pod C shall be six (6) stories and sixty feet (60’). The development will include white roofing

membrane to minimize heat island effects, as well as other sustainable elements.

- iv. “Pods D, E, F, G & H”: Pods D, E, F, G & H shall be restricted to +/-65 net acre/+/- 67 gross acres of open space, which shall be improved with stormwater management lakes, recreational trails, and passive recreational activities, all of which will be maintained and preserved in perpetuity by Developer at no expense to surrounding property owners.

All recreational trails depicted on the Conceptual Master Plan shall be a minimum of eight feet (8') in width and shall be open to the public from sunrise to sunset. Developer shall post signage at strategic trail head locations identifying that the recreational trails are open to the public from dawn to dusk. Further, a minimum of ten (10) public parking spaces shall be provided within the Project at a location allowing members of the public to park their vehicles and access the recreational trails.

A minimum of four (4) pocket parks shall be provided, in locations generally as depicted on the Conceptual Site Plan, and shall include a minimum of one (1) bench, one (1) trash receptacle and one (1) dog station. An outdoor exercise station shall be provided either within a pocket park or along the recreational trails, and shall include a minimum of four (4) pieces of equipment. Developer and/or their successors and assigns shall be responsible for the ongoing maintenance of the recreational trails and recreational amenities and any and all costs of such maintenance. Recreational trails, public parking spaces associated with public access to the recreational trails, and recreational amenities shall be completed prior to the issuance of the one hundred fiftieth (150th) temporary certificate of occupancy or certificate of occupancy for a residential townhouse unit and the two hundred fiftieth (250th) temporary certificate of occupancy or certificate of occupancy for a multifamily residential unit.

e. **Adequacy of Public Facilities.**

The public facilities that will serve the Property shall be those described in Section 5 of this Agreement.

f. **Reservation or Dedication of Land.**

Developer shall not be required by the City to reserve or dedicate land in connection with development of the Property, except as may be required by permits issued by Governmental Authorities. Notwithstanding the foregoing, Developer shall be required to grant utility and access easements to the City as may be necessary in order for the City to service and maintain the public facilities serving the Property.

g. **Development Permits Approved or Needed to Be Approved for the Project.**

1) The land development approvals required for the Project are:

- a. City and County future land use plan amendments;
- b. Rezoning;
- c. Site Plan Approval(s);
- d. Platting;
- e. Special Exception, if applicable;
- f. Utility Service Permits;
- g. Building Permits;
- h. Engineering Permits, including FEMA review if necessary;
- i. South Florida Water Management District Permit;
- j. Broward County Permits, as applicable;
- k. Environmental permitting as may be required by applicable jurisdictional authorities; and
- l. Any other official action of the City having the effect of permitting the development of land.

2) The governmental approvals for the Property described in this subsection (h) and the expiration of all applicable appeal periods with respect thereto are collectively referred to as the "Governmental Approvals".

h. **Responsibility for Land Development Approvals.**

Developer shall use reasonable efforts on behalf of Developer and the City to attempt to obtain all Governmental Approvals as required in connection with the Property and consistent with the Conceptual Site Plan.

i. **Consistency with the City's Comprehensive Plan and Land Development Code.**

Following the future land use plan amendment and rezonings outlined in Section 2(b), the Project will be consistent with the City's Comprehensive Plan and Land Development Code.

j. **Compliance with Other Law.**

Pursuant to Florida Statutes section 163.3227(1)(i), the failure of this Agreement to address a particular permit, condition, term, or restriction shall not relieve Developer or the City of the necessity of complying with the law governing such permitting requirement, condition, term, or restriction. Any matter or thing required to be done under existing ordinances of the City of

Margate or Broward County shall not be otherwise amended, modified, or waived unless such amendment, modification or waiver is expressly provided for in this Agreement with specific reference to the City Land Development Code provision so amended, modified, or waived.

3. **Authorization to Develop Property.**

Developer may proceed to develop the Property in accordance with the Conceptual Master Plan. Developer shall obtain all Governmental Approvals as enumerated in paragraph 2(h) above. Developer shall receive any and all applicable building permits authorized, subject to the terms, conditions, reservations and requirements of this Agreement.

The terms of this Agreement shall govern the development of the Property for the duration of this Agreement.

4. **Conceptual Master Plan Adjustments and Revisions.**

The Director of Development Services, or his/her designee, shall have jurisdiction to make adjustments to the Conceptual Master Plan and/or site plan without reconsideration of this Agreement by the City Commission, as may be permitted by the City's Land Development Code. The approvals shall be in substantial compliance with the approved Conceptual Master Plan. For the purposes of this section, "substantial compliance" shall mean there are no significant modifications or deviations from the approved Conceptual Master Plan that would impact density, intensity, decrease in open space or any change that significantly alters the development's general function, form, intensity, character, demand on public facilities, impact on adjacent properties, or significantly modify other characteristics from that indicated on the Conceptual Master Plan. Developer shall be responsible for all costs and fees associated with any such revision to this Agreement or plans associated with the Project.

5. **Adequacy of Public Facilities; Continued Reservation of Capacity.**

The following items in regard to the adequacy of public facilities for the Property in this area are acknowledged:

a. Drainage:

All construction activities will be in accordance with applicable City of Margate, Broward County and South Florida Water Management District permitting standards and regulations. Developer will ensure the Project will not adversely affect drainage of any adjacent properties which are not part of the Project.

- b. Potable Water: Potable water supply services will be provided to the Property by the City. Developer shall provide data to the City to perform a hydraulic model evaluation in accordance with the City's requirements as part of the site plan approval process for the Project. Developer shall be responsible for the City's costs associated with the preparation of the hydraulic model.
- c. Sanitary Sewer: Primary wastewater supply services which are public on the date of this Agreement shall continue to be public. Primary wastewater supply services installed by Developer shall be privately owned unless and until dedicated to the public. Developer shall provide data to the City to perform a hydraulic model evaluation in accordance with the City's requirements as part of the site plan approval process for the Project. Developer shall be responsible for the City's costs associated with the preparation of the hydraulic model.
- d. Solid Waste: Sufficient capacity exists in the Broward County Land Fill to service the demands of the Property.
- e. Parks: Sufficient park facilities exist or are being provided in conjunction with the development of the Property.
- f. Roads: Development of the Property is expected to generate approximately 7,168 net new external daily trips, when compared with the former development of the Property. No external roadways within the Project's impact are expected to fall below a minimum level of service as a result of traffic impacts from development

of the Property. Internal roadways will be built in conjunction with the Project and will be sized to meet or exceed projected trip demands. Any non-gated portions of the new roadways shall be conveyed to the City following completion.

g. Irrigation:

Non-potable water from lakes, canals, wells or cisterns shall be used for all irrigation within the Project subject to approval by the South Florida Water Management District.

h. Affordable Housing

As there are existing residential units available based on underlying future land use designation, and Developer is not seeking to add one hundred (100) or more residential units to the future land use plan map, the Project complies with BrowardNext Policy 2.16.2 and does not require incorporation of affordable housing units within the Project.

i. Landscaping

The Project shall not include any new Sabal Palms within the Project.

If the City lacks sufficient capacity at the time of the land use plan amendment and rezoning approvals to comply with any obligations under this section, the Developer shall pay all costs and expenses related to ensure that the Project is able to receive the municipal services.

6. **Vacation and Dedication of Easements.**

Developer acknowledges that any easements in conflict with the Conceptual Master Plan or site plan must be vacated and agrees to dedicate easements necessary to accommodate City utility service to the Property. The City acknowledges that any easement abandonments shall be approved subject to relocation of utility facilities and dedication of new easements, if required, and that the Ordinance(s) approving any easement abandonments shall be recorded following relocation of utility facilities.

7. **Developer's Acknowledgement, Agreement, and Waiver of Certain Rights.**

Developer further declares that it has examined and is familiar with the provisions of Section 489.113(3), Florida Statutes, and knowingly and specifically waives any rights it may have thereunder, and further agrees to be bound by the City's Policies, Procedures, Standard Details and Specifications for Water Distribution and Sewage Collection Systems, including but not limited to the requirement that all underground water and wastewater system work required herein shall be performed by a contractor or subcontractor holding one of the following licenses pursuant to this section:

- a. State of Florida Certified Underground Utility & Excavation Contractor;
- b. BC Certificate of Competency — General Engineered Construction; or
- c. BC Certificate of Competency 1A — Primary Pipe Lines.

Developer agrees to comply with the City of Margate permitting requirements, including all licensing requirements associated with the Development Services Department and Engineering Division.

8. **Indemnification.**

Developer agrees to indemnify, defend, and hold harmless the City, its officers, agents, volunteers and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, court costs, or other alternative dispute resolution costs, arising from claims of personal injury or property damage out of or caused by the construction of the Project under this Agreement; provided however, that Developer shall not indemnify the City for claims arising out of negligent acts, errors, or omissions or misconduct of the City, its officers, agents, volunteers and employees while acting in the course and scope of employment. The City reserves the right, but not the obligation, to participate in its defense without relieving Developer of any obligation hereunder. This Indemnification Clause shall continue indefinitely and shall survive the cancellation, termination, expiration, lapse or suspension of this Agreement.

City is a state agency as defined in Section 768.28, Florida Statutes, and agrees to be responsible for tort claims caused by negligent acts, errors or omissions of City officers, agents, employees or volunteers while acting in the course and scope of their employment or function. Nothing herein is intended to serve as a waiver of sovereign immunity, or to increase the limits of its liability, for any party to which sovereign immunity may be applicable. Nothing herein shall be construed as consent by City to be sued by third parties in any matter arising out of this Agreement.

9. **Amendment, Cancellation, Termination, Term.**

- a. Amendment/Cancellation. This Agreement may only be amended or cancelled (unless this Agreement sets forth the basis for cancellation of this Agreement) by written mutual consent of the Parties to this Agreement, or by their successors and assigns, and shall terminate upon its expiration as set forth in Section 2(b). Prior to amending this Agreement, the City shall hold two (2) public hearings consistent with the requirements of Section 163.3225 of the Act.
- b. Termination by Developer. Notwithstanding any other provision of this Agreement, Developer may, at any time through the effective period of this Agreement, and upon satisfaction of all of Developer's obligations to the City's satisfaction as described herein, declare that the development of the Property is completed and that the terms and conditions of this Agreement shall terminate (except as expressly provided herein). Any such declaration shall be in writing and provided to City.

10. **Recording of Agreement.**

Within fourteen (14) days after the City enters into this Agreement, the Clerk of the City shall record the Agreement in the Public Records of Broward County at the expense of Developer.

11. **Effective Date.**

This Agreement shall be effective ("Effective Date") on the date the fully executed Agreement has been recorded in the Public Records of Broward County.

12. **Annual Review.**

In accordance with Section 163.3235 of the Act, the City shall review the development for the Property that is subject to this Agreement every twelve (12) months, commencing twelve (12) months after the Effective Date. The purpose of this review shall be to determine whether the Parties are in good faith compliance with the terms of this Agreement. Developer shall be responsible for any and all costs incurred by the City for the periodic review of this Agreement. If the City finds, on the basis of competent substantial evidence, that there has been a failure to substantially comply with the terms of this Agreement by Developer with respect to their obligations as indicated in the Agreement, and such failure to comply continues beyond any applicable notice and cure period as provided herein, the Agreement may be revoked or modified by the City Commission at a properly noticed public hearing. Notwithstanding anything to the contrary herein contained, upon the City's determination of a failure to substantially comply with the terms of this Agreement by Developer with respect to their obligations pursuant to this Agreement, then the City shall provide written notice to such respective party and such party shall have no less than Thirty (30) days to cure such compliance failure, or undertake such compliance efforts and diligently pursue to completion, prior to the City revoking or modifying this Agreement

13. **Notices.**

The Parties designate the following persons as representatives to be contacted and to receive all notices regarding this Agreement:

Developer: Alexander Rosemurgy
1801 S Federal Highway
Boca Raton, FL 33432

With Counterpart to: Scott Backman, Esq.
Miskel Backman LLP
14 SE 4th Street, Suite 36
Boca Raton, FL 33432

For the City of Margate: City of Margate
Development Services Department
Attn: Director
901 NW 66th Avenue, Suite C
Margate, FL 33063

With Counterpart to: Margate City Attorney
City of Margate
City Attorney's Office
5790 Margate Boulevard
Margate, FL 33063

14. **Binding Effect.**

The obligations imposed pursuant to this Agreement upon Developer and/or upon the Property run with and bind the Property as covenants running with the Property and this Agreement shall be binding upon and enforceable by and against the parties hereto, their personal representatives, heirs, successors, grantees, mortgagees and assigns. This Developer's Agreement shall survive the foreclosure of any mortgage now or hereafter placed upon all or part of the Property. Developer will have no further obligation or liability under this Development Agreement with respect to the transferred property except for any unperformed obligations that arose before the assignment (unless assumed in writing by the assignee).

15. **Enforcement.**

Any Party or aggrieved or adversely affected person as defined in Section 163.3215(2) of the Act may file an action for injunctive relief in the Broward County circuit court to enforce the terms of this Agreement or to challenge compliance of this Agreement with the Act. The laws of the State of Florida,

without regard to its conflict of laws principles, shall govern the interpretation and enforcement of this Agreement. The Parties hereby agree to waiver of jury trial. Should either party hereto bring an action against the other to enforce the terms and provisions hereof, then the party prevailing in said action shall be entitled to a judgement against the other for reasonable attorneys' fees and costs at both the trial and appellate level.

16. **Successors and Assigns.**

This Agreement shall be binding upon the Parties, their successors and assigns. In the event of an assignment of part or all of its obligations under this Agreement, the assigning Party shall notify the other Party in writing within thirty (30) days of such assignment. Upon an assignment of this Agreement and the assumption of the assignor's rights, obligations, and liabilities by said assignee, the assignor/grantor shall be deemed released from all rights, obligations and liabilities hereunder (arising thereafter other than the City shall not be released of its governmental and legislative obligations as set forth in this Agreement), and the assignee/grantee shall be deemed to have assumed all rights, obligations and liabilities hereunder.

17. **Severability.**

In the event that any portion or section of this Agreement is determined to be invalid, illegal or unconstitutional by a court of competent jurisdictions, such decision shall in no manner affect the remaining portions or sections of this Agreement, which shall remain in full force and effect.

18. **Entire Agreement.**

This Agreement constitutes the entire understanding and agreement between the Parties and supersedes all prior negotiations and agreements between them with respect to all or any of the matters contained herein.

19. **Waiver.**

The failure of any Party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach or of any future violation, breach or wrongful conduct.

20. **Attorneys' Fees.**

In the event of any controversy arising under or related to the interpretation or implementation of this Agreement or any breach thereof, each party shall bear its own fees for all reasonable attorneys' fees, paralegals' fees, experts' fees, mediation fees and costs incurred in connection therewith both at the trial and appellate levels.

21. **Exhibits.**

Notwithstanding anything herein to the contrary, the exhibits hereto are subject to final approval by all applicable governmental agencies with jurisdiction over the Property, and are therefore subject to revision. Provided that such revisions are not material (as determined by City, in its reasonable discretion), this Agreement shall not be amended to refer to any such revisions.

[INTENTIONALLY LEFT BLANK]
[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the Parties hereto have caused the execution of this Agreement by their duly authorized officials as of the day and year first above-written.

Signed, sealed and delivered
In the presence of:

Developer:

Rosemurgy Acquisitions, LLC
a Florida limited liability company

Witnesses:

(signature)

Print Name

(signature)

Print Name

By:

(signature)

Date: _____

ACKNOWLEDGEMENT:

State of Florida)
) SS
County of _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2025, by _____, as Manager of Rosemurgy Acquisitions, LLC, a Florida limited liability company, freely and voluntarily on behalf of said company. He is personally known to me or has produced _____ as identification.

NOTARY PUBLIC:

(SEAL)

My commission expires:

Print name:

Witnesses:

(signature)

Print Name

(signature)

Print Name

ACKNOWLEDGEMENT:

State of Florida)
) SS
County of Broward)

The foregoing instrument was acknowledged before me this _____ day of _____, 2025, by _____, as _____ of the City of Margate, a Florida municipal corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ as identification.

(SEAL)

My commission expires:

CITY:

City of Margate,
a Florida municipal corporation

By: _____
(signature)

Printed Name: _____

Title: _____

Date: _____

NOTARY PUBLIC:

Print name:

List of Exhibits

Exhibit A	Legal Description of the Property
Exhibit B	Description and Depiction of Pods A through H
Exhibit C	Conceptual Master Plan
Exhibit D	Declaration of Restrictive Covenants

Exhibit “A”
Legal Description of the Property

Exhibit “B”
Description and Depiction of Pods A through H

Exhibit “C”
Conceptual Master Plan

Exhibit “D”
Declaration of Restrictive Covenants

Prepared by and return to:

Matthew Scott, Esq.
Greenspoon Marder LLP
200 East Broward Boulevard, Ste 1800
Fort Lauderdale, FL 33301

PUBLIC ACCESS EASEMENT AGREEMENT FOR PASSIVE PARK

THIS PUBLIC ACCESS EASEMENT AGREEMENT FOR PASSIVE PARK (this “**Agreement**”) is made as of the _____, 2025, by and between **ROSEMURGY ACQUISITIONS, LLC**, a Florida limited liability company and its subsequent successors and/or assigns, (the “**Grantor**”), and the **CITY OF MARGATE**, a municipal corporation of the State of Florida (“**Grantee**” or the “**City**”).

W I T N E S S E T H:

WHEREAS, Grantor is the fee owner of that certain real property located in Broward County, Florida described on **Exhibit A** (“**Grantor’s Property**”); and

WHEREAS, Grantor and Grantee mutually desire that Grantor’s Property be developed as a mixed-use community consisting of up to three hundred seventy seven (377) townhouse dwelling units, up to five hundred seven (507) multifamily residential units, up to fifty seven thousand five hundred (57,500) square feet of commercial uses, including amenities, and approximately sixty five (65) net acres/sixty seven (67) gross acres of open space and recreation trails, as set forth in that certain Development Agreement application number _____ (the “**Development Agreement**”), as may be modified from time to time (the “**Project**”);

WHEREAS, in connection with the Project, Grantor will be developing a passive park (the “**Park**”) on certain portions of Grantor’s Property more particularly described on **Exhibit B** attached hereto and made a part hereof (the “**Park Area**”).

WHEREAS, Grantee desires and Grantor agrees to grant Grantee a non-exclusive access easement for public use, on and across the Park Area, subject to the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual agreement of the parties hereto, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Recitations. The above recitations are true and correct and are incorporated herein by reference.

2. **Grant of Easement.** Upon Grantor's receipt of a final certificate of occupancy for the Project, which includes the installation of all Park Improvements within the Park Area, Grantor grants to Grantee, and Grantee hereby accepts from Grantor, a perpetual, non-exclusive easement (the "**Easement**") over and across the Park Area for the purpose of passive public use of the Park improvements constructed or installed by Grantor within the Park Area (the "**Park Improvements**"). A description of the Park Improvements is attached hereto as **Exhibit "C."** Grantor will develop the Park Area in a manner suitable for passive park purposes. All Park Improvements shall be installed, completed, and inspected by the City with all required Certificates of Completion issued for the Park Improvements prior to the issuance of the final Certificate of Occupancy for the Project. The rights granted under this Agreement shall be exercised by Grantee and the public in a reasonable manner, during daylight hours, and without undue interference with the use and enjoyment of the remainder of Grantor's Property. Grantor shall have the right to install signage on the Park Area regarding operational hours and other safety information. Use of the Park by owners, their guests, invitees, tenants, and the general public shall be in its then "AS IS" condition and any party using the Park does so at their own risk and to the extent permitted by Florida Law.

3. **Operation and Maintenance.** Following the recording of this Easement, the Grantor shall, at its sole cost and expense, maintain the Park Area and the Park Improvements in a safe, clean, attractive manner and condition, and in accordance with all applicable governmental laws and requirements; however, Grantor shall have no obligation to provide security or any safety measures with respect to or over any portion of the Park Area or the Grantor's Property, but the foregoing shall not contravene any obligations Grantor may otherwise have under applicable law or governmental requirements. The Grantor shall be responsible for the payment of costs associated with water and electricity, if any, for the Park. The Grantor shall maintain at a minimum such insurance coverages, and in such limits as are set forth herein:

The Grantor shall procure and maintain in full force and effect throughout the term of this Agreement general public liability insurance and property damage insurance against claims for personal injury, death, or property damage occurring upon, in, or about the Park, to afford protection equal to coverages, in an amount not less than \$1,000,000 per occurrence, and \$2,000,000 in the aggregate. The Grantor shall provide the City with certificates of such insurance within fifteen (15) days after obtaining such insurance, but in any thirty (30) days prior to obtaining a Certificate of Occupancy for the Project. Such insurance shall provide that the same may not be cancelled without thirty (30) days' prior written notice to the City.

4. **No Dedication.** Nothing contained in this Agreement shall be deemed a gift or dedication of any portion of the Park Area or any other portion of the Grantor's Property to or for the general public or for any public purpose whatsoever.

5. **Site Plan Amendment.** If, in the future, Grantor or its successors/assigns chooses to amend the Development Agreement or future site plan(s) for the Project, resulting in changes to the location or shape of the Park Area; then, as long as the City approves the amendment, the Grantor may also modify the legal description of the Park Area, subject to City staff's determination that the revised easement location is consistent with the approved amendment.

6. **Covenants Running with the Land.** This Agreement, and all the rights, conditions, covenants and interests set forth herein and created hereby are intended to and shall run with the land and shall be binding upon and inuring to the benefit of the parties hereto and their respective successors and assigns. Any conveyance or sale of the Park Parcel to an entity other than a developer of the Project or the homeowners' association for the Project shall require prior written approval by the Margate City Manager, which approval shall not be unreasonably withheld and shall be provided within 15 business days of written notice being provided to City Manager.

7. **Recording.** Grantor shall be responsible for recording this Agreement in the Public Records of Broward County, Florida.

8. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which shall together constitute one and the same instrument.

9. **Governing Law; Venue.** This Agreement shall be governed by, construed under and interpreted and enforced in accordance with the laws of the State of Florida. Any litigation to enforce the rights, obligations, and terms of this Agreement shall be filed in the appropriate state court located in Broward County, Florida.

10. **Attorneys' Fees.** If it shall be necessary for either party to this Agreement to bring suit to enforce any provisions hereof or for damages on account of any breach of this Agreement, the substantially prevailing party on any issue in any such litigation and any appeals therefrom shall be entitled to recover from the other party, in addition to any damages or other relief granted as a result of such litigation, all costs and expenses of such litigation and a reasonable attorneys' fee as fixed by the court through all appellate levels and in bankruptcy.

11. **Interpretation.** The interpretation and enforcement of this Agreement shall be governed by and construed in accordance with the laws of the State of Florida and shall bind, and the benefits and advantages shall inure to and be enforceable by Grantor and Grantee as well as their respective personal representatives, heirs, successors and assigns. Whenever used, the singular name shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

WITNESSES:

Print name: _____
Address: _____

Print name: _____
Address: _____

GRANTOR:

ROSEMURGY ACQUISITIONS, LLC, a
Florida limited liability company

By: _____
Name: _____
Its: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2026, by _____, as _____ of **ROSEMURGY ACQUISITIONS, LLC**, a Florida limited liability company, who ☐ is personally known to me or ☐ has produced _____ as identification.

[OFFICIAL NOTARIAL SEAL]

Print Name: _____

WITNESSES:

Print name: _____
Address: _____

Print name: _____
Address: _____

GRANTEE:

CITY OF MARGATE, a municipal
corporation of the State of Florida

By: _____
Name: _____
Its: _____

ATTEST:

By: _____
_____, City Clerk

CITY ATTORNEY'S OFFICE
Approved as to form and legality

By: _____

By: _____

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of ☐ physical presence
or ☐ online notarization, this ____ day of _____, 2026, by
_____, as _____ of CITY OF
MARGATE, a municipal corporation of the State of Florida, on behalf of the municipal
corporation, who ☐ is personally known to me or ☐ has produced
_____ as identification.

[OFFICIAL NOTARIAL SEAL]

Print Name: _____
Notary Public, State of _____
My Commission Number: _____
My Commission Expires: _____

EXHIBIT A

DESCRIPTION OF GRANTOR'S PROPERTY

DRAFT

EXHIBIT B

DESCRIPTION AND SKETCH OF THE PARK AREA

DRAFT

EXHIBIT C
PARK FACILITIES

DRAFT