

This Instrument Prepared by:
Record and Return to:

Scott Backman, Esq.
Miskel 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 _____, 2025, 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 five hundred forty (540) townhouse units, up to thirty thousand (30,000) 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 (the "Project"); and

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

WHEREAS, based upon the commitments set forth herein, the proposed development 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 J & D GOLF PROPERTIES, LLC and the contract purchaser 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 +/- 5.75 net 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(10), Residential up to ten (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 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.
- v. The Developer shall grant a perpetual easement to the Master Association of the Development, or other maintenance entity, for the ongoing maintenance of the entrance sign currently located at the southwest corner of Sample Road and Rock Island Road. The Master Association, or other maintenance entity, shall agree to indemnify and hold the City harmless resulting from any damages, claims, suits, and causes of action that may result from the presence, construction, maintenance of the sign. Any insurance coverages and insurance certificates shall provide for the City to be an additional insured, and the forms of coverage and insurance certificates shall be reviewed and approved by the City Attorney and Risk Manager.

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 thirty thousand (30000) square feet of only 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, places of worship, pawn shops, dollar stores, thrift stores, sober homes, recovery facilities, and residential treatment facilities. In addition, no more than one (1) drive-thru shall be permitted on Pod A. Developer acknowledges drive-thru use shall require special exception approval. 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”.

“Pod B”: Developer shall develop Pod B with a maximum of two hundred ninety (290) residential townhouse units, related amenity and accessory uses. The townhouse units shall include gated access with video surveillance to view license plates, and shall be of quality

construction and designed for market-rates, which shall include the use of concrete block construction on all floors, windows and doors with enhanced storm protecting treatment, and energy star appliances. The minimum interior ceiling height shall be nine (9) feet. 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 two (2) stories. A minimum fifty foot (50') separation shall be provided between all existing and proposed residential buildings. In addition to uses not permitted within the R-3A zoning district, the following uses shall be prohibited within Pod B: sober homes; recovery facilities; and residential treatment facilities. In addition, no dwelling unit may be occupied in a manner inconsistent with the City's definition of "family" or "single family home." 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 C": Developer shall develop Pod C with a maximum of two hundred fifty (250) residential townhouse units, related amenity and accessory uses. The townhouse units shall include gated access with video surveillance to view license plates, and shall be of quality construction and designed for market-rates, which shall include the use of concrete block construction on all floors, windows and doors with enhanced storm protecting treatment, and energy star appliances. The minimum interior ceiling height shall be nine (9) feet. 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 two (2) stories. A minimum fifty foot (50') separation shall be provided between all existing and proposed residential buildings. In addition to uses not permitted within the R-3A zoning district, the following uses shall be prohibited within Pod B: sober homes; recovery facilities; and residential treatment facilities. In addition, no dwelling unit may be occupied in a manner inconsistent with the City's definition of "family" or "single family home." 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". 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".
- iii. "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. The stormwater management lakes shall be

owned and maintained by Developer and/or their successors and assigns in perpetuity. The recreational trails, passive parks and green areas shall be dedicated to the City subsequent to remediation and required improvements, and shall be maintained and preserved in perpetuity by Developer, the Master Association or other maintenance entity, at no expense to the City or surrounding property owners. A Maintenance Easement Agreement will be recorded against the Property to allow Developer and/or the Master Association or other maintenance entity to access the public open space areas for maintenance purposes.

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 Carolina Club community from sunrise to sunset. The Developer shall complete the construction of the recreational trails and amenities to be constructed by Developer, as shown on the approved construction drawings and only to the extent not assumed by the Master Association, or other maintenance entity, in Pods D, E, F, G and H prior to the issuance of the certificates of occupancy ("COs") for fifty percent (50%) of the residential units in Pods B and C. The recreational trails in Pods B and C must be completed prior to the issuance of the COs for fifty percent (50%) of the dwelling units in each respective Pod. Developer shall post signage at strategic trail head locations identifying that the recreational trails are open to the Carolina Club community from dawn to dusk. Further, a minimum of ten (10) parking spaces shall be provided within the Project at a location allowing members of the Carolina Club to park their vehicles and access the recreational trails. The Developer shall complete the construction of the parking spaces prior to the issuance of certificate of occupancy or COs for fifty percent (50%) of the residential units in the Project. All trails, parking spaces and crosswalks identified on the Conceptual Master Plan are conceptual and final locations and quantities shall be determined as part of the site planning process.

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 in locations approved by the City. Four (4) outdoor exercise stations shall be provided either within a pocket park or along the recreational trails. All exercise equipment, signage, and amenities for the pocket parks and recreational trails shall be the same or better than the City's standards for amenities within City parks. The Developer shall complete construction of the pocket parks prior to the issuance of the COs for fifty percent (50%) of the residential units in Pods B and C. Developer and/or their successors and assigns shall be responsible for the ongoing maintenance of the recreational trails and recreational amenities. The Developer shall establish a Master Association, or other maintenance entity, and the City shall have the right to review and approve the Master Association or other maintenance entity documents in order to ensure that any ongoing maintenance obligations are clearly the responsibility of the Master Association, or other maintenance entity, and that the parks and trails

are maintained to a standard equal to or better than City maintenance standards for parks and trails.

The Developer shall be required to obtain any permits from any regulatory authorities to mitigate any hazardous materials which may exist on the Property, including the former golf course property. Developer shall bear all costs for the removal of any hazardous materials and contaminated soils from the Property in compliance with applicable laws and regulations. Developer shall comply with all applicable City of Margate ordinances, regulations, and codes, in connection with the development and operation of the Project.

e. **Public Facilities.**

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

i. Traffic Report

- a. The Developer shall reimburse the City for the cost to retain a third-party traffic engineer, approved by the City, to review Developer's traffic study and provide recommendations to the City and Developer on potential improvements to the roadway network within the vicinity of the Project. To the extent any improvements are identified and mutually agreed upon by the Parties, the Developer shall construct such improvements at its own cost. Developer shall post payment and performance bonds, in a form approved by the City Attorney at a level of 125% of the estimated cost prior to commencing the construction of any required improvements to be paid for by Developer. Such performance bond shall be released upon completion of the corresponding improvements and closure of all applicable permits.
- b. Prior to the approval of any site plan for the Project, the Developer shall provide a pre-application letter from the Florida Department of Transportation (the "FDOT") confirming that FDOT has reviewed the proposed access from State Road 834 (Sample Road). In conjunction with the pre-application review, the Developer shall determine whether any future roadway projects are in the works by FDOT that would increase capacity through their corridor. Such FDOT pre-application letter will indicate whether Developer is required to construct any improvements on Sample Road in conjunction with the proposed access. Any improvements shall be bonded in accordance with FDOT requirements.
- c. Developer shall also provide a separate traffic statement, including trip generations as part of the site plan applications for each development pod.

ii. Roadway Improvements – Increase level of service of driving surfaces

- a. Prior to the issuance of any building permit for the construction of residential units within the Project, Developer shall contribute one hundred

thousand dollars (\$100,000.00) to be used by the City for a street improvement study to assess impacts to the local roads that serve the existing neighborhoods adjacent to the Property that may be impacted as a result of the Project, such as Holiday Springs Blvd, Pinewalk Drive South and Pinewalk Drive North, and for any recommended improvements that may be identified within such study, including improvements related to traffic calming, speed cushions, installation of new speed tables, or other repairs within the existing community. Such contribution shall be made in full satisfaction of Developer obligations for traffic calming improvements within the existing community.

- b. Developer shall repair, where damaged by construction of the improvements contemplated within this Agreement, existing public surfaces within fifty (50) feet connecting to the Project's required pedestrian walkways, parks, and other public amenities immediately adjacent to the development area, prior to the final CO for each residential Pod.
- iii. Water and Sewer: Developer is responsible for identifying all necessary improvements required to provide adequate water and sewer service to proposed development prior to site plan approval other than for existing Equivalent Residential Connections ("ERC"). The Developer shall bear all costs associated with designing, permitting, and constructing such improvements, ensuring full compliance with all applicable codes, standards, and regulatory requirements. Additionally, the Developer shall be responsible for the full payment of all applicable impact water & sewer connection fees. No reductions, waivers, or credits toward impact water & sewer connection fees shall be granted. Any portions of the water supply and wastewater collection systems, and wastewater transmission system, including lift stations, located within private roadways or roads access through gates shall be privately owned and maintained, in perpetuity.
- iv. Stormwater Improvements and Management
 - a. Developer intends to install new lake areas on the Property as part of the Project's overall drainage design. The proposed redevelopment of the existing golf course and clubhouse shall be designed to avoid adverse impacts to the existing drainage system, including existing infill station. Preliminary engineering indicates that the new lake areas shall provide additional drainage capacity and shall not negatively impact adjacent parcels that currently drain through the Property. The Project's drainage system shall be engineered to ensure that post-development stages for the ten (10), twenty-five (25), and one hundred (100) year storm events are anticipated to be equal to or lower than pre-development stages for those same events. Final design is subject to applicable regulatory agency review and approval.

- b. The Developer shall avoid disrupting irrigation systems of any adjacent communities that are permitted to irrigate using water from or through the Property. In the event the irrigation systems of adjacent properties are permitted to and connected to the Property, Developer shall work with the user to ensure the irrigation systems are not adversely affected by the Project or provide a solution for the user and perform the work required for the solution. Impacts, if any, and needed improvements for adjacent properties shall be identified prior to site plan approval and constructed in connection with a phasing plan to be provided by the project engineer.
- v. For Parcel ID 484123151010 on NW 29th Street
 - a. Prior to the issuance of the first engineering permit for the Project, the City shall transfer ownership of Parcel ID 484123151010 on NW 29th Street (“City Parcel”) for incorporation into the stormwater management system for the Project. Developer is required to identify and resolve existing stormwater constraints that may lie outside of the development site but that have a direct connection to deliver stormwater runoff from the private lakes within the Project to the adjacent City canal system. The Developer shall provide necessary modeling, at Developer’s expense, of the stormwater runoff from the development to the adjacent City canal system for peer review, prior to site plan approval for each applicable Pod. In the event the model identifies necessary improvements, City shall coordinate with Project engineer to identify reasonable public improvements that may be necessary to support the Project. Developer shall be responsible for any agreed upon reasonable improvements identified by the modeling in association with the Project. in accordance with a phasing plan provided by the Project engineer.
- vi. Prior to the issuance of the COs for fifty percent (50%) of the residential units within the Project, Developer will construct improvements to the City swales in the locations identified by the City staff and Developer as areas requiring improvement and depicted on the plan attached hereto as Exhibit “E”. The swales will be reconstructed to remove the organic materials (at a maximum depth of 1.5’) and replaced with clean free draining material for the limited area described in Exhibit “E”. The swales shall be resodded with like material sod.
- vii. The Developer agrees that the residents who will reside in the proposed residential units constructed pursuant to this Agreement will likely use the City’s public parks and that the public parks are a benefit to the Project. Therefore, the Developer shall contribute one hundred fifty thousand dollars (\$150,000) towards improvements at Fire Fighters Park, which may be used towards the construction of additional parking spaces, installation of shade structures, or any other improvements the City deems necessary for the betterment of Fire Fighters Park

- viii. Prior to second reading and adoption of the Land Use Plan Amendment, Developer shall complete a Fire Concurrency Study pursuant to Chapter 15 of the Florida Fire Code (“Fire Study”). Developer and its consultant shall coordinate methodology for the Fire Study with the City fire chief or designated representative. The Fire Study will determine what, if any, improvements, financial contributions, or land dedications are required for the Project to meet Fire Concurrency standards. Prior to the first reading of the Land Use Plan Amendment, Developer shall identify two (2) potential locations, for a future fire station, each measuring at least one (1) acre in size and identified on the Conceptual Master Plan, in the event the Fire Study indicates land for a future fire station is required. In the event the Fire Study concludes land for a future fire station is not required, the Developer shall not be required to dedicate this land to the City.

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

Unless otherwise identified in this Agreement, 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 by the City, in order for the City to service and maintain the public facilities serving the Property. Such easements shall be identified prior to the approval of any site plans for the Property, and shall be provided prior to the issuance of any building or development permits for the property. Any easements shall be accompanied by a title opinion evidencing ownership of the Property and signatory authority, subject to the review and approval of the City Attorney.

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

1. Any other official action of the City having the effect of permitting the development of land.
- 2) The Developer shall utilize the City's Building Department for all plan reviews and inspections associated with the development of the Property.
- 3) 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 to attempt to obtain all Governmental Approvals as required in connection with the Property and consistent with the Conceptual Master Plan.

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

Based upon the commitments contained herein, following the approval of the future land use plan amendment and rezonings outlined in Section 2(b) of this Agreement, the Project will be consistent with the City's Comprehensive Plan and Land Development Code. Nothing herein shall be deemed to be an approval of any development permit, or provide any vested rights to any development approval. Such approval may only be granted in accordance with the applicable provisions of Florida law and the City of Margate Code of Ordinances.

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 upon approval as required by the City Land Development Code. Developer shall receive any and all applicable building permits authorized, subject to the terms, conditions, reservations and requirements of this Agreement and compliance with all approved plans, and applicable building and engineering codes.

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 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.**

Based upon the Developer's compliance with its obligations as set forth in this Agreement, 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. In accordance with the foregoing regulations at the time of approvals, The Engineer model shall demonstrate that 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. Prior to site plan approval for any of the pods in the Project, 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 each pod. Developer shall be responsible for the City's costs associated with the preparation of the hydraulic model. Developer shall be responsible to construct any reasonable improvements identified by the modeling as required to support the Project as provided in this Agreement. Developer shall be responsible for s the required water and sewer connection fees and shall not seek water and sewer connection credits for improvements that serve only the Project and do not provide public benefits external to the Project. Any portions of the water supply system located within private roadways or roads access through gates shall be privately owned and maintained, in perpetuity.

c. Sanitary Sewer:

Primary wastewater collection, transmission and treatment services, which are public on the date of this Agreement shall continue to be public. Primary wastewater collection and transmission services, including lift stations installed by Developer and located outside of private roadways or roads accessed through gates, shall be dedicated to the public. Wastewater collection, and wastewater transmission system, including lift stations, located within private roadways or roads accessed

through gates shall be privately owned and maintained, in perpetuity. Prior to site plan approval, 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. In the event the model identifies needed improvements, City shall coordinate with Project engineer to identify reasonable improvements that may be necessary to support the Project. Developer shall be responsible for any reasonable improvements identified by the modeling as required to support the Project. Additionally, the Developer shall be responsible for the required water and sewer connection fees and shall not seek water and sewer connection credits for improvements that serve only the Project and do not provide public benefits external to the Project.

d. Solid Waste:

Sufficient capacity exists in the Broward County Land Fill to service the demands associated with the development of the Property as of the date of this Agreement.

e. Parks:

Sufficient park facilities exist or are being provided in conjunction with the development of the Property as provided in this Agreement.

f. Roads:

Development of the Property is expected to generate additional new external daily trips, when compared with the former development of the Property. The Project with either a) not degrade the level of service on

external roadways; or b) if any roadway within one (1) mile of the project's boundaries falls below the acceptable level of service as defined in the City's Comprehensive Plan after the new trips generated by this development are accounted for, then the developer shall be required to pay for and construct the improvements necessary to mitigate the impact to the level of service. 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. 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.

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 after the City Commission second reading of the 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. 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 E	Swale Improvement Areas

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

Return recorded copy to:

Miskel Backman LLP
14 SE 4th Street, Suite 36
Boca Raton, Florida 33432

This Instrument Prepared by:

Christina Bilenki, Esq.
Miskel & Backman LLP
14 SE 4th Street, Suite 36
Boca Raton, Florida 33432

SPACE ABOVE THIS LINE FOR PROCESSING DATA

SPACE ABOVE THIS LINE FOR PROCESSING DATA

DECLARATION OF RESTRICTIVE COVENANTS

This Declaration of Restrictive Covenants ("Declaration") made and entered into this ____ day of _____, 20____, by **ROSEMURGY ACQUISITIONS, LLC**, a Florida limited liability company whose mailing address is 1801 S Federal Highway, Boca Raton, FL 33432 ("Declarant") shall be for the benefit of the City of Margate, a political subdivision of the State of Florida with a mailing address of 5790 Margate Blvd, Margate, FL 33063 ("City").

WITNESSETH:

WHEREAS, Declarant is the fee simple owner of that certain real property located in the City of Margate, Broward County, Florida, as more particularly described on Exhibit "A" ("Property"); and

WHEREAS, the Property consists of a vacant and deteriorating golf course (the "Golf Course") within the Carolina Maintenance Association community (the "Community") comprised of "Pod A", "Pod B", "Pod C", and "Pods D, E, F, G & H" as more particularly depicted in the concept plan attached hereto as Exhibit "B" ("Concept Plan"); and

WHEREAS, Declarant desires to develop the Property as a mixed-use community (the "Project") consisting of townhouse units (the "Townhouses"), commercial space (the "Commercial Space"), open space, and recreational trails (the "Trails") as further depicted on the Concept Plan; and

WHEREAS, Declarant has submitted applications to the City in order to amend the City's future land use and zoning designations for the Property("Applications"); and

WHEREAS, in connection with the Applications, Declarant agreed to enter into this Declaration to place certain restrictions on the uses permitted for the Property; and

WHEREAS, Declarant hereby agrees to grant this Declaration to the City and the City agrees to accept this Declaration in order to place certain restrictions on the development of Pod A following final approval

with all appeal periods having expired without an appeal having been filed of Declarants Rezoning application for Pod A.

NOW, THEREFORE, Declarant hereby declares that Pod A shall be held, maintained, transferred, sold, conveyed and owned in perpetuity subject to the terms and conditions and restrictions set forth in this Declaration.

1. Recitals. The above recitals are true and correct and are incorporated herein by reference.
2. Use Restrictions. Declarant hereby agrees that the following uses shall not be permitted on 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, places of worship, pawn shops, dollar stores, thrift stores, sober homes, recovery facilities, and residential treatment facilities. Declarant hereby restricts development of the Property to a maximum of two hundred ninety (290) Townhouses on Pod B, and two hundred fifty (250) Townhouses on Pod C, as more particularly depicted in the Concept Plan. No other development shall be permitted on the Property, aside from the uses contemplated herein.
3. Recreation and Open Space. Pods D, E, F, G, and H, as depicted on the Concept Plan, shall be reserved for and restricted to community recreation and open space in accordance with the underlying land use designation ("**Open Space**"). The Open Space shall be restricted for the benefit of the Association and not for the general public.
4. Amendments. This Declaration shall not be modified, amended or released as to any portion of Pod A except by written instrument, executed by the then owner or owners of Pod A and approved by ordinance of the City Commission of the City of Margate after public hearing. Any amendment, modification or release of this Declaration shall be recorded in the Public Records of Broward County, Florida.
5. Recordation. This Declaration shall be recorded in the Public Records of Broward County, shall run with Pod A in perpetuity, for the sole benefit of the City and shall bind all successors and assigns to the title of Pod A.
6. Effective Date. This instrument shall become effective and shall be recorded if the above-described Rezoning application is approved and made effective by the City Commission with all appeal periods having run without the filing of an appeal.
7. Severability. These restrictions are hereby declared to be severable and independent. If any court of competent jurisdiction shall declare any section, paragraph or part thereof invalid or unenforceable, then such judgement or decree shall have no effect on the enforcement or validity of any other section, paragraph or part hereof, and the same shall remain in full force and effect.
8. Third Party Beneficiary. This Declaration is not intended to create, nor shall it be in anyway interpreted or construed to create, any third-party beneficiary rights in any person not a party hereto unless otherwise expressly provided herein.

9. Captions, Headings and Titles. Paragraph captions, headings and titles inserted throughout this Declaration are intended as a matter of convenience only and in no way shall such captions, headings or titles define, limit or in any way affect the subject matter or any of the terms and provisions thereunder or the terms and provisions of this Declaration.

[Remainder of this Page Intentionally Left Blank]

IN WITNESS WHEREOF, Declarant has executed this Declaration of Restrictive Covenants as follows:

ROSEMURGY ACQUISITIONS, LLC
a Florida limited liability company

WITNESSES:

(Signature)

(Print Name)

(Signature)

(Print Name)

By: _____
(Signature)

(Print Name)

Title

STATE OF FLORIDA)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me, by means of ____ physical presence or ____ online notarization, this ____ day of _____, 20____, by _____, as _____, of ROSEMURGY ACQUISITIONS, LLC, on behalf of the corporation. He or she is:

____ personally known to me, or

____ produced identification. Type of identification produced _____.

(SEAL)

Notary Public, State of Florida

Print Name

My Commission Expires: