

**CITY OF LIGHTHOUSE POINT
BUILDING, ZONING AND PLANNING DIVISION
3701 NE 22 AVENUE
LIGHTHOUSE POINT, FL 33064
(954) 943-6509**

January 5, 2021

PLANNING AND ZONING BOARD

The Regular Planning and Zoning Board meeting will be held on Tuesday, January 5, 2021 at 6:30 pm in Fletcher Hall, located at 2200 NE 38th Street, Lighthouse Point, FL, and utilizing communications technology via the Zoom virtual meeting platform. A quorum of the Planning and Zoning Board will be present.

The Lighthouse Point Planning and Zoning Board will hold its regular monthly meeting on Tuesday, January 5, 2021, at 6:30 PM.

1. Roll Call
2. Approval of Minutes from August 4, 2020
3. Case #20-07, Lighthouse Point Yacht Club, 2701 NE 42 Street, Developer's Agreement
4. Public Requests from the Floor
5. Zoning Official's Report
6. City Attorney Report

City Hall is wheelchair accessible and accessible parking spaces are available. Anyone needing auxiliary services, please contact City Clerk at least five (5) days prior to meeting (56 Fed. Reg. 35721, Sec. 35.160(b)) at 954-943-6500.

If a person decides to appeal any decision made by the Planning and Zoning Board with respect to any matter considered at this meeting, the person will need a record of the proceedings, and that, for such purpose, the person may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. (FS 286.0105).

I, the undersigned authority, do hereby certify that the above Notice of Meeting of the Planning and Zoning Board of the City of Lighthouse Point is a true and correct copy of said Notice and that I posted a true and correct copy of said Notice on the bulletin board outside the front entrance of City Hall, a place convenient and readily accessible to the general public at all times, and said notice was posted on December 21, 2020, by 4:00 p.m.

By: Sherry Burgan

Sherry Burgan, Clerk for the Board

**Instructions for Participating in the City of Lighthouse Point
Virtual Planning and Zoning Board Meeting
Tuesday, January 5, 2021 at 6:30 p.m.**

The Regular Planning and Zoning Board meeting will be held on Tuesday, January 5, 2021 at 6:30 pm in Fletcher Hall, located at 2200 NE 38th Street, Lighthouse Point, FL, and utilizing communications technology via the Zoom virtual meeting platform. A quorum of the Planning and Zoning Board will be present.

To protect the public health, safety and welfare of the community, Planning and Zoning Board meetings will not be open to members of the public or general City Staff to attend in person.

ATTENDING AND VIEWING THE PLANNING AND ZONING BOARD MEETING

The normal Planning and Zoning Board agenda outline will be followed. This meeting will be conducted for members of the public to view using the Zoom virtual meeting platform, and can be accessed via the following link:

Please click the link below to join the webinar:

<https://uso2web.zoom.us/j/83077639234?pwd=clJVRlBaVVkoZ3NTFR5WnBaVERQdz09>

Passcode: 467237

Note: The video camera display feature is disabled for public use.

OR

Join the meeting via telephone by calling one of the following phone numbers: US: +1 929 205 6099 or +1 312 626 6799 or +1 301 715 8592 or +1 346 248 7799 or +1 669 900 6833 or +1 253 215 8782

Webinar ID: 830 7763 9234

Password: 467237

For more information on using Zoom, please visit Zoom Support at the following link:

<https://support.zoom.us/hc/en-us>.

PROVIDING PUBLIC COMMENT

Persons who wish to make public comment during the Planning and Zoning Board meeting must submit a request via email to the City Clerk at joh@lighthousepoint.com by 5:30 p.m. the day of the Planning and Zoning Board meeting. The email must contain your name, address, telephone number, and agenda item you want to comment on; or identify the subject matter if it is not an agenda item. Additionally, please identify if you are attending by Zoom or telephone.

When addressing the Planning and Zoning Board during public comments, please begin by stating your name and address for the record. Persons desiring to provide public comment may do so by one of the following options:

Via Email: Comments may be submitted by email to the City Clerk at joh@lighthousepoint.com by 5:30 p.m. the day of the Planning and Zoning Board meeting and shall be made a part of the public record.

Zoom Video Participation: If attending via Zoom and want to make public comment, click “raise hand” on the bottom of the “participants” tab when your name is called and your audio will be unmuted. You must be preregistered with the City Clerk by 5:30 p.m. the day of the meeting in order to make a public comment.

Zoom Telephone Participation: If attending via Zoom telephone and want to make public comment, press *9 to “raise your hand” when the last four digits of your telephone number is called and your audio will be unmuted. You must be preregistered with the City Clerk by 5:30 p.m. the day of the meeting in order to make a public comment.

If you require additional information about this Planning and Zoning Board meeting or have questions about how to submit a public comment, please contact:

Jennifer Oh, City Clerk
City of Lighthouse Point
2200 NE 38th Street
Lighthouse Point, FL 33064
954-943-6500
joh@lighthousepoint.com

Planning and Zoning Board
August 4, 2020

CITY OF LIGHTHOUSE POINT
PLANNING & ZONING BOARD
MINUTES OF THE REGULAR MEETING
August 4, 2020

The City of Lighthouse Point conducted a “Virtual” Planning and Zoning Board meeting utilizing communications media technology (“CMT”), in accordance with Governor Ron DeSantis’ Executive Order No. 20-69, as extended by Governor Ron DeSantis’ Executive Orders 20-112 20-114, and 20-150 related to conducting local government public meetings while under the public health emergency related to the spread of Novel Coronavirus Disease 2019 (COVID-19). To protect the public health, safety and welfare of the community, the City of Lighthouse Point municipal offices were closed to the public and Planning and Zoning Board Members attended the meeting utilizing CMT.

Call to Order:

Dennis Smith called the meeting of the Planning and Zoning Board of the City of Lighthouse Point, Florida to order at 6:30 P.M.

ROLL CALL

Present:
Kenton Hajdic
Michael Cohen
William Gallo
Susan Motley
Mark Maki
Dennis Smith
Michael Cirullo, City Attorney
Jeff Katims, Michele Mellgren Planning Group
Sherry Burgan, Building and Permit Specialist

Absent:
Fred MacLean Jr

MINUTES: Minutes of the July 7, 2020 meeting were unanimously approved.

Administration of Oath was demonstrated by Mark Maki.

Dennis Smith stepped down due to a conflict of interest.

Case #20-06 AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF LIGHTHOUSE POINT, FLORIDA AMENDING CHAPTER 42 – “LAND DEVELOPMENT CODE,” ARTICLE IV.-“ZONING,” TO CREATE A NEW ZONING DISTRICT ENTITLED “”YC-MU, YACHT CLUB MIXED USE DISTRICT”, BY AMENDING DIVISION 3.-“ZONING DISTRICTS ESTABLISHED; ZONING MAP,” SECTION 42-321 “DIVISION OF CITY INTO DISTRICTS; ENUMERATION OF DISTRICTS” TO ADD YC-MU, YACHT CLUB MIXED USE DISTRICT, TO THE LIST OF ZONING DISTRICTS IN THE CITY; AMENDING DIVISION 4.-“DISTRICT REGULATIONS” TO CREATE A NEW SECTION 42-353, ENTITLED “YC-MU, YACHT CLUB MIXED USE DISTRICT;” ESTABLISHING PURPOSE AND INTENT, DEFINITIONS, MINIMUM DISTRICT SIZE, DEVELOPMENT AGREEMENTS, PERMITTED AND PROHIBITED USES, DEVELOPMENT STANDARDS INCLUDING FLOOR AREA, SETBACKS, BUILDING HEIGHTS AND LENGTHS, BUILDING

SEPARATION AND DESIGN STANDARDS, PERVIOUS AREAS, PARKING, LANDSCAPING, MARINA USE REGULATIONS AND OTHER REGULATIONS FOR THE ZONING DISTRICT; AND AMENDING DIVISION 6.-“OFF-STREET PARKING AND LOADING,” SECTION 42-409, “DESIGN STANDARDS,” TO PERMIT TANDEM PARKING IN THE YC-MU, YACHT CLUB MIXED USE, ZONING DISTRICT; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.

Case #20-07, Lighthouse Point Yacht Club, 2701 NE 42 Street, discussion about the Developer’s Agreement

Case #20-08, Lighthouse Point Yacht Club, 2701 NE 42 Street, conceptual site plan

Bill Gallo stated that this meeting was a continuation of the previous meetings from June and July.

Jeff Katims, Michele Mellgren Planning Group, reviewed his staff report.

Bill Gallo reviewed some of the items from the minutes that were of concern at the previous meeting. He clarified that there were no issues with Section (p)(1) Permitted use (g) Boat Clubs being eliminated, approval of using City’s landscape architect but with a certain centerline default, the removal of the boat dock and boat slip definitions, size of the landscape islands, front lot line definition, and increased setback dimensions as presented in the latest version of the ordinance.

Cary Womble, City Engineer, spoke. He explained his exhibits. He explained the differences between the current code and what the applicant was proposing. He stated that the applicant is proposing to have a finished floor elevation of 8.50 NAVD and is requesting an increase of 2 feet in height over what the current code allows because of the onsite conditions. He explained that the County would be setting the grade level of the property and that the City would determine the height of the buildings. There was discussion about how roof heights are determined and what are the proposed heights. There was discussion about the verbiage for “established grade”. There was contradiction between definition of “established grade” and Section (h) Building height (1) and (2). The consensus was to change Section (h) Building height (1) to state “Residential structures shall have a maximum height pursuant to definition of established grade”, and change Section (h) Building height (2) “A yacht club clubhouse structural shall have maximum height pursuant to the definition of established grade.”

There was discussion about tree spacing. The consensus was to follow what the landscape architect recommended.

There was discussion about the separation between the buildings and having an 8’ setback for buildings up to 90’ in length and 12’ for buildings over 90’ in length. Stephanie Toothaker stated that they can meet to requirements except for 2 locations on the west side. There was consensus among some of the Board members that the overall appearance of the west side was of solid wall. When the applicant had mentioned another property, it was stated that that other property has large separation on the corners and the buildings consisted of 2 and 3 story elevations. There was lots of discussion about making more separation between the buildings, demolishing a portion of the kids’ center to create more separation between the residential and commercial areas and shifting the buildings. There was also discussion about reducing the number of units or reducing the size of the end units. Terry Paterson stated that some of the reasons he could not reduce the units was because of price points and having a luxury townhouse. The Board made many comments about the large density of building in the area of the existing kids center, the potential

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of a new building that could be built in that location, and the close proximity of the end townhouse unit creating a closed in feeling. Mr. Paterson explained that his intention was to remodel the kids' center building to match the surrounding properties, but did not intend to change the structure itself. Mr. Paterson stated that he could decrease the end unit by four (4) feet to eliminate the pinch point in the area by the kids' center. He also explained that in order to reduce the size of the units, he would have to step back the third floor and, therefore, it would create a solid wall. Stephanie Toothaker suggested having the separation as proposed and then have an increased separation at a higher elevation.

The suggestion to add language that no commercial building shall be located closer than 24' from a residential building was given.

It was suggested to change the verbiage, or a version thereof, on page 7 (1) to include "If the building is longer than 90' in length, then the separation of the portion of the building over 22' in height shall be at least a minimum distance of 24 feet.

It was suggested to add to (j) building separation "(3) no commercial building shall be any closer than 24' to any residential building."

Public Hearing was opened.

Sammy Salem spoke. He spoke about the noise ordinance and not breaking the rules.

Christine Speedy, 2633 NE 26 Avenue, spoke. She expressed concern about proceeding too quickly through the process and that there were still some concerns that were not addressed. She expressed that there may be other options that have not been brought to the Board for review. She also stated that the parking study was based on number of memberships in 2018.

Public Hearing was closed.

A motion to recommend approval to the City Commission for the zoning ordinance shall include all of the revisions discussed and incorporated there in this evening and cleanup any typos was made by Susan Motley, seconded by Michael Cohen. Passed 4:1, with Mark Maki voting no.

Case #20-07, Lighthouse Point Yacht Club, 2701 NE 42 Street, discussion about the Developer's Agreement

Case #20-08, Lighthouse Point Yacht Club, 2701 NE 42 Street, conceptual site plan

Mike Cirullo explained the reason for the Developer's Agreement.

Bill Gallo explained that he would be looking at the phasing plan, methods, means, and assurances of the continuation of the project.

Stephanie Toothaker reviewed the Developer's Agreement. She stated that there needed to be some revisions made to the Agreement per the revisions to the ordinance that was just approved at this meeting.

When asked, Terry Paterson stated that the residential and commercial properties were owned by two different entities, and therefore the reason for two entities names on the Agreement.

Planning and Zoning Board
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There was discussion about the term “concurrency” on page 3 and that it needed to be clarified.

Stephanie Toothaker stated that she would confirm that a slip is not considered a unit and would properly reflect it if it is not clear.

She also explained that the Agreement states that the emergency vehicular exit will only be for emergency vehicles only. There was also discussion about using stabilized grass instead of asphalt for the emergency exit.

There was also discussion about changing 8.7 on page 8 from “upon receipt” to “upon delivery” which is postdate. They reviewed the phasing plan in depth.

There was clarification that there were some disagreements about what type of and amounts of bonds that are necessary, so further discussion was needed.

It was emphasized that section 11 and section 12 were critical to the Agreement. It was also stated that there was not a reason for section 14, Permits and Approvals, as the Florida Building Code has regulations in place. There was also discussion about time frames and when buildings would be built and certificate of occupancies issued.

There was a request to have some guarantees that this project would be completed, and not left with empty lots.

The phasing plan was explained.

Public Hearing was opened.

Matt Donoghue spoke. He thanked everyone for their effort.

Christine Speedy spoke. She asked to consider that each element of the project must be able to stand on its own.

Sammy Salem spoke. He stated that 10 days to perform a cleanup was too long because it's in a residential area, felt that 5 years is too long to build the project, that there should be no time extensions given, that the ability of the Developer selling his products should not be involved with when and how he constructs the project, and had concerns about the phasing plan.

Public Hearing was closed.

There being no further business, the meeting was adjourned at 10:14 P.M.

Bill Gallo
Vice Chairman

Sherry Burgan
Clerk for the Board



STAFF REPORT
CITY OF LIGHTHOUSE POINT
BUILDING AND ZONING DEPARTMENT

Date Prepared: December 31, 2020

Project Name: Lighthouse Point Yacht Club

Owner: Lighthouse Point Yacht Club Investments, LLC
2701 NE 42nd Street
Lighthouse Point, FL 33064
(954) 410-0297

Applicant: Stephanie Toothaker, Esq. on behalf of Owner
401 E. Las Olas Blvd, Suite 130-154
Fort Lauderdale, FL 33301

Location: Generally located along NE 42nd Street, between NE 27th Terrace and NE 30th Avenue

Land Area: The entire Yacht Club Parcel is approximately 12.1 gross acres and 9.49 net acres

Request: Consideration of Developers Agreement

Lighthouse Point Yacht Club Investments, LLC (Owner) of the Lighthouse Point Yacht Club (Yacht Club) is proposing to redevelop the existing Yacht Club property which includes an updated yacht club facility and kid's center, a new tennis center, and 22 new residential units. As proposed, the owner plans to construct 21 new townhomes, and one (1) new single-family home within the residential portion of the site. The existing marina will remain.

On June 2, 2020, the Planning and Zoning Board reviewed the Developer's Agreement as well as proposed zoning regulations and the conceptual site plan. This meeting was continued to June 10, 2020 where additional input was received. Based on these discussions, along with further review by City staff, and changes made to be consistent with the draft ordinance created for the Yacht Club Mixed Use (YC-MU) zoning district, the applicant and owner have provided a revised Developer's Agreement (Agreement) for your review and consideration.

The Agreement is designed to provide additional guidance regarding the proposed development and includes requirements that are not part of the proposed land use amendments, zoning regulations or site plan approval. For example, there is language in the Agreement regarding what occurs if the property is sold and describes that the Agreement becomes effective when all of the other land development actions (Comprehensive Plan Map change, Comprehensive Plan Text change, Zoning map change, Zoning regulations for YC-MU) are adopted as well as final approval of the site plan.

Included in the Agreement is a description of the square footages of the proposed non-residential development, a list of permitted uses and a clarification of principal and accessory buildings and parking. There is also a similar breakdown for the residential uses proposed onsite.

Within the Agreement, there is information regarding requirements during construction, access by the City during construction as well as a list of offsite improvements. There is a maximum duration of development that requires all vertical construction together with all required infrastructure, landscaping, and parking facilities for the approved development will be completed within four (4) years of approval of building permits. There is also a detailed phasing plan established for each building and infrastructure to be built.

Also within the Agreement, there are established bonds and deposits that will be required. They include a \$250,000 performance bond for termination or abandonment, public improvement performance and payment bond equal to 125% of the project engineer's cost estimate, and a recission deposit of \$50,000 to change/amend any City or County approved land use and zoning approvals required as part of this process.

The final part of the document establishes how enforcement of the Agreement is completed, explains what occurs if the owner defaults on the project, and identifies remedies should the City wish to terminate the Agreement.

Planning and Zoning staff reviewed the proposed Developer's Agreement and believe the proposed language is consistent with the proposed changes to the Comprehensive Plan, the City's Code of Ordinances and proposed change to the zoning map. It provides a deadline for the development to be completed as well as a detailed phasing of the proposed development.

December 9, 2020

VIA HAND DELIVERY & ELECTRONIC SUBMITTAL

BUILDING DEPARTMENT
CITY OF LIGHTHOUSE POINT
3701 NE 22ND AVENUE
LIGHTHOUSE POINT, FL 33064

**RE: Lighthouse Point Yacht Club – 2701 NE 42nd Street, Lighthouse Point
Planning & Zoning Board – Development Agreement Submittal**

I represent Lighthouse Point Yacht Club Investments LLC (the “Applicant), owner of the Lighthouse Point Yacht Club located at 2701 NE 42nd Street, Lighthouse Point (the “Property”). On behalf of the Applicant, we are respectfully submitting a development agreement in accordance with Sec.42-353(e) of the YC-MU Ordinance and provide the following documents:

Document	No. of Copies
Development Agreement, including the following available exhibits: <ul style="list-style-type: none"> - Survey (24" x 36") - Phasing Plan: <ul style="list-style-type: none"> o Phasing Narrative o Demolition Phasing Plan (11" x 17") o Phasing Site Plan (24" x 36") o Gantt Schedule Phasing (24" x 36") 	13
Site Plan (24" x 36") (as submitted to DRC on 12-4-2020)	13

Respectfully,

/s/ Stephanie J. Toothaker

Stephanie J. Toothaker, Esq.

Stephanie J. Toothaker, Esq.
land use development political strategy procurement

Return to: (enclose self-addressed stamped
envelope)

Address

Toothaker.org
401 East Las Olas Boulevard, Ste. 130-154
Fort Lauderdale, Florida 33301

This Instrument Prepared by:

Stephanie Toothaker, Esq. Toothaker.org
401 East Las Olas Boulevard, Ste. 130-154
Fort Lauderdale, Florida 33301

**SPACE ABOVE THIS LINE FOR
PROCESSING DATA**

**SPACE ABOVE THIS LINE FOR
PROCESSING DATA**

**DEVELOPMENT AGREEMENT BETWEEN
LIGHTHOUSE POINT YACHT CLUB INVESTMENTS, LLC AND
LIGHTHOUSE POINT YACHT CLUB, LLC**

AND

**CITY OF LIGHTHOUSE POINT,
a municipal corporation of the State of Florida**

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (this "**Agreement**") dated _____, 20____, is made by and between Lighthouse Point Yacht Club Investments, LLC, a Florida limited liability company, its successors and/or assigns (the "**Owner**") and Lighthouse Point Yacht Club, LLC, a Florida limited liability company, its successors and/or assigns (the "**Developer**"), and Owner and Developer and their respective successors and assigns are collectively referred to herein as the "**Developer Parties**", and the CITY OF LIGHTHOUSE POINT, a municipal corporation of the State of Florida (the "**City**"). The Developer Parties and the City are collectively the "**Parties**" and each individually is a "**Party**."

Background:

WHEREAS, Owner hereby represents and warrants that it owns an approximate 9.5 acre parcel of real property commonly known as the Lighthouse Point Yacht Club in the City of Lighthouse Point identified by Broward County Property Appraiser Tax Folio No. 484317-05-0060, as more particularly described in the survey attached hereto and made a part hereof as **Exhibit "A"** (the "**Property**"); and

WHEREAS, the Property currently consists of the yacht club facilities, including a clubhouse, Marina, and accessory uses; and

WHEREAS, the Developer Parties desire to redevelop the Property to provide both commercial recreation and residential uses as a single, unified mixed-use development, including up to a (i) 63,195 gross square foot, 3-story Yacht Club Clubhouse; (ii) 3,000 gross square foot, 1-story existing Kids' Center; (iii) 4,500 square foot, 1-story Tennis Center-Bistro; (iv) a 78-slip Marina inclusive of all slips on the Property; 800 gross square foot marina dock office (the "**Yacht Club Development**") and up to a 22-unit residential development consisting of up to twenty-one (21) residential units in Townhouses and one (1) one-family residence and a 1,000 gross square foot guardhouse (the "**Residential Development**"), collectively hereinafter referred to as the "**Proposed Development**", as depicted in the "**Final Site Plan**" attached hereto and made a part hereof as **Exhibit "B"**; and

WHEREAS, the City and Developer Parties acknowledged that certain amendments to the City's Comprehensive Plan and Land Development Code are required to contemplate and facilitate the mixed use nature of the Proposed Development; and

WHEREAS, Owner applied to the City and the City has processed an application for a Land Use Plan Map Amendment to modify the future land use designation of an approximate 3.7 gross acre portion of the Property from Commercial Recreation to Irregular Residential (6 du/ac) to permit the development of up to 22 dwelling units on this portion of the Property, and the remaining approximate 8.4 gross acre portion of the Property will remain with a future land use designation of Commercial Recreation; and

WHEREAS, Owner applied to the City and the City has processed an application for certain text amendments to the City's Comprehensive Plan that contemplate the Proposed Development, including clarifying limitation of uses in the Residential and Commercial Recreation land use categories, with the latter revision recognizing mixed use zoning districts as a permitted zoning district for land with a Commercial Recreation land use designation, and adding intensity limitations to the Commercial Recreation land use category; and

WHEREAS, Owner applied to the City and the City has processed an application for certain text amendments to the City's Land Development Code that contemplate the Proposed Development, including establishing a new zoning district entitled Yacht Club – Mixed Use ("YC-MU") district with certain development standards; and

WHEREAS, the Owner applied to the City and the City has processed an application for a rezoning of the Property from B-2A to the YC-MU district designation; and

WHEREAS, Section 42-353 of the City's Land Development Code requires all rezoning applications requesting the YC-MU district designation to be accompanied by a Development Agreement; and

WHEREAS, this Development Agreement is entered into under the authority of the Florida Constitution, the general powers confirmed upon municipalities by statute and otherwise, including Sections 163.3220 through 163.3243, Florida Statutes, the Florida Local Government Development Act ("Act"), which authorizes local governments to enter into development agreements with developers to encourage a stronger long- term commitment to comprehensive and capital facilities planning, to ensure the provision of adequate public facilities for development, to encourage the efficient use of resources, to reduce the economic cost of development, and to provide certainty to developers and municipalities in the approval of development and assurances that they may proceed in accordance with the existing laws and policies, subject to the conditions of such development agreement, and is not otherwise inconsistent with the City's Charter, Land Development Code, and Code of Ordinances; and

WHEREAS, the Developer Parties and the City desire to establish land development regulations that, upon the effective date of this Development Agreement, will establish the manner in which the Property will be developed; and

WHEREAS, the Developer Parties and the City desire to establish land development regulations that, upon the Effective Date of this Development Agreement, will establish the manner in which the Property will be developed; and

WHEREAS, this Development Agreement is the culmination of discussion, negotiations, and mutual understandings, and the Developer Parties and the City believe that it is in the best interest of each Party to initiate the process required by law to enable the Property to be developed in accordance with the terms and conditions described herein, and in accordance with applicable law.

WHEREAS, the City held two (2) public hearings on _____, 2021, and _____, 2021, prior to entering into this Agreement, both of which were properly noticed by publication in a newspaper of general circulation within the City and by mailed notice to the affected property owners in accordance with Section 163.3225(2), Florida Statutes.

NOW, THEREFORE, in consideration of the mutual benefits, terms, conditions, the public interest, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is mutually agreed as follows:

1. **Recitals.** The foregoing Background information is true, correct, and incorporated herein by reference. All Exhibits to the Development Agreement are deemed a part hereof.
2. **Definitions.** The following definitions shall apply to this Agreement unless otherwise defined in Section 163.3221, Florida Statutes, the City's Land Development Code, and the City Code.

“**Agreement**” shall refer to this Agreement, as the same may be subsequently amended, modified or supplemented pursuant to its terms and provisions and pursuant to the provisions of Sections 163.3221 through 163.3243, Florida Statutes.

“**City Code**” shall refer to the Code of Ordinances of the City of Lighthouse Point, as may be amended from time to time.

“**Comprehensive Plan**” shall refer to the City of Lighthouse Point Comprehensive Plan.

“**Charter Boat**” shall mean a charter vessel rented by an outside party other than the Yacht Club based on the Yacht Club property with no more than six (6) guests per charter.

“**Effective Date**” shall refer to the date this Agreement becomes effective as set forth in Section 5 of this Agreement.

“**Kids' Center**” shall mean the Building at the Yacht Club primarily containing amenities and activities for children.

“**Land Development Code**” shall refer to Chapter 42 of the City Code, as may be amended from time to time.

“**Pump Out Station**” shall mean a centrifugal vacuum pump that directs a vessel's sewage

directly into the City's sewage system in compliance with the Florida Clean Marina Program.

"Temporary Yacht Club Clubhouse" shall mean the Tennis Center-Bistro facility which will be utilized on a temporary basis as the Yacht Club Clubhouse until such time the Yacht Club Clubhouse receives a Certificate of Occupancy.

"Tennis Center-Bistro" shall mean the Building at the Yacht Club primarily used for tennis and food services associated with tennis use.

3. **Purpose.** The purpose of this Agreement is to initiate the process required by law to develop the Property, to outline the manner in which the Property will be developed and the conditions that will govern the Property's development, to satisfy the concurrency requirements of Section 42-91 of the City's Land Development Code for the Property for the term of this Agreement, and to establish the respective rights and obligations of the Developer Parties and the City.
4. **Property Ownership.** Owner acknowledges and represents to the City that Owner is the owner of the Property and is empowered to enter into this Agreement. The City acknowledges that in the event that Owner sells the Property, all terms, conditions and provisions of this Agreement shall inure to the benefit of and binding upon any successor(s)-in-title to Owner, provided that the Owner is limited in its authority to assign its rights and obligations under this Agreement by Section 9 herein.
5. **Effective Date.** Within fifteen (15) days after the City executes this Agreement, the City, at Developer Parties' expense, shall record the Agreement in the public records of Broward County, Florida. This Agreement shall become effective upon this Agreement being fully executed by all parties and upon all of the following applications being approved by the City, and all of which becoming final, (hereinafter collectively referred to as the **"Required Development Approvals"**):
 - a. Ordinance amending the future land use designation for the portion of the Property proposing Residential Development from Commercial Recreation to Irregular (6 du/ac) Residential, a copy of which is attached hereto as Exhibit "C";
 - b. Ordinance amending the text of the City's Comprehensive Plan relating to the proposed development, a copy of which is attached hereto as Exhibit "D";
 - c. Ordinance amending the City's Land Development Code to create the new YC-MU zoning district a copy of which is attached hereto as Exhibit "E";
 - d. Ordinance rezoning the Property to YC-MU, a copy of which is attached hereto as Exhibit "F"; and,
 - e. Final Site Plan

Should any of the items listed above not be approved by the City, then this Agreement shall be of no force and effect. Should the Developer Parties determine not to pursue the development, it may advise the City in writing at any time prior to thirty (30) days after the final item listed in this paragraph becomes effective. In the event Developer Parties so

advises the City, the Developer Parties agree that the City may nullify, with no liabilities to the Developer Parties, any and all of the approvals made by the City, including returning the Property to the land use and zoning it had at the time Lighthouse Point Yacht Club Investments, LLC purchased the Property.

Developer Parties and City agree that it is the Parties' intent to review all documents simultaneously.

For purposes of this paragraph, an approval becomes effective upon the expiration of any timeframe for lower court, appellate or administrative review of the City's action, or if any review is initiated, the conclusion of such. In the event any approval by the City is overturned through court challenge or administrative action, either party may terminate this Agreement, the Parties may amend this Agreement, or the parties may proceed consistent with the order issued as a result of the review.

Developer Parties acknowledge that the City does not represent the Developer Parties and is not obligated to represent the Developer Parties in any capacity in any review action relating to the City's decisions on its applications. The Developer Parties shall take an active role in the review on its own behalf. In the event of a review action filed by a person other than a party to this Agreement, Developer Parties shall reimburse the City for all of the City's costs and attorney's fees incurred in any court, appellate or administrative review actions relating to the City's decisions on any of the applications for the development.

6. **Duration of the Agreement.** The duration of this Agreement is for a thirty (30) year period and may be extended only by mutual consent of the Developer Parties and the City. Consent of the City to extend the duration of this Agreement shall be evidenced by adoption of an Ordinance amending the Ordinance adopting this Agreement and in compliance with Section 163.3225, Florida Statutes.
7. **Amendment.** This Agreement may only be amended by a written instrument executed by all Parties in conformance with the requirements of applicable law.
8. **Proposed Development.** This Agreement entitles Developer Parties to develop the Property consistent with the approved land use, YC-MU district regulations, and the following.
 - 8.1. **Yacht Club Development.** Upon final approval of the Final Site Plan by the City, the Developer shall be specifically permitted to develop commercial recreation uses consistent with the Commercial Recreation land use designation and YC-MU district regulations as shown on the Final Site Plan.
 - 8.1.1. **Permitted Uses.** Developer Parties shall be permitted to develop an up to (i) 63,195 gross square foot, 3-story Yacht Club Clubhouse; (ii) 3,000 gross square foot, 1-story Kids' Center; (iii) 4,500 gross square foot, 1-story Tennis Center-Bistro; (iv) a 78-slip Marina, inclusive of all slips on the Property, (v) 800 gross square foot marina dock office, and other Accessory Buildings, Accessory Structures, and

Accessory Uses as defined in Paragraph 8.1.2.

8.1.2. **Principal Building and Accessory Buildings Accessory Structures, and Accessory Uses.** The Principal Building shall be considered the Yacht Club Clubhouse. Accessory Buildings, Accessory Structures, and Accessory Uses to the Yacht Club Clubhouse shall include the Kids' Center; Tennis Center-Bistro; Marina; marina dock office; one Boat Club as provided in the YC-MU district; one Charter Boat as provided in the YC-MU district; swimming pools and pool decks; cabanas; sail tents; free standing shade Structures; play Structures; tennis courts; flagpoles; mechanical equipment; or as approved in the Final Site Plan.

The City acknowledges and agrees that separate Business Tax Receipts may be issued for uses incidental to the operation of the Yacht Club.

8.1.3. **Floor Areas.** The Yacht Club Clubhouse, Kids' Center, Tennis Center-Bistro marina dock office and covered Accessory Structures shall each have a total floor area in accordance with the approved Final Site Plan.

8.1.4. **Setbacks.** Building setbacks for nonresidential uses shall be in accordance with the approved Final Site Plan.

8.1.5. **Building Height.** Building and Structure heights shall be in accordance with the approved Final Site Plan.

8.1.6. **Building Length.** Building lengths for nonresidential buildings shall be in accordance with the approved Final Site Plan.

8.1.7. **Building Separation.** Building separation for nonresidential buildings shall be in accordance with the approved Final Site Plan.

8.1.8. **Pervious Area.** The total Pervious Area for nonresidential uses shall be in accordance with the approved Final Site Plan. Stabilized grass and synthetic grass shall count towards the required Pervious Area calculations.

8.1.9. **Landscape.** The landscape for nonresidential uses and parking areas shall be in accordance with the approved Final Site Plan.

8.1.10. **Marina.**

- (a) The Marina will consist of seventy-eight (78) slips, including those slips located in the Yacht Club Basin within the Commercial Recreation land use designation and in the City owned canals adjacent to the upland residential units in the designated Irregular Residential (6 du/ac) land use designation.
- (b) The Marina shall be restricted to use by members in good standing of the Yacht Club, Transient Boats, the Boat Club, and Charter Boat.

- (c) Boat Detailing, transient diesel fueling, vessel pump out, and provisioning and minor repair and maintenance, including bottom cleaning, reupholstering and canvas, mechanical and other repairs so long as repairs are performed onboard the vessel.
- (d) A maximum of twelve (12) live-aboard vessels shall be permitted only in the Yacht Club Basin. A Pump Out Station shall be available and maintained for each live-aboard slip.
- (e) One Charter Boat shall be permitted.
- (f) Boat rental restricted to use by the Boat Club shall be permitted for vessels less than thirty-two (32) feet in length with no more than five (5) vessels berthed in up to a maximum of five (5) of the seventy-eight (78) slips permitted in the Marina. No more than one (1) vessel shall be permitted in each slip.
- (g) Boat dock or boat slip rental to Transient Boats shall be permitted. Transient Boats shall be permitted to be berthed in up to a maximum of ten (10) of the seventy-eight (78) slips permitted in the Yacht Club Basin. A Transient Boat shall only be permitted if a Pump Out Station exists at the transient slip.
- (h) Only licensed and insured sub-contractors are allowed to work/service vessels in the Marina.
- (i) The Marina shall comply with all additional regulations as provided for in the YC-MU district.
- (j) The Marina shall upgrade the fire protection consistent with the requirements of the National Fire Protection Association prior to the Certificate of Occupancy being issued for the Yacht Club Clubhouse.

8.1.11. **Parking**. The Yacht Club Development shall provide parking for non-residential uses in accordance with the approved final Site Plan. A Valet Parking Agreement shall be recorded in accordance with the requirements of the YC-MU district. Developer Parties agree that (i) no part of any required nonresidential parking shall be used at any time for vehicle storage, including the use or storage of campers and other similar recreational vehicles; (ii) a Boat Club and a Charter Boat shall not operate during scheduled occasional events of over 200 people, such as wedding receptions, parties and fundraisers, held at the Yacht Club; (iii) no parking shall be allowed on any part of the internal vehicular access drive on the Property, excluding the parking drives, lanes and aisles when used as Valet Parking; and (iv) no parking shall be allowed off-site in the adjacent residential neighborhoods.

8.2. **Residential Development**. Upon final approval of the Final Site Plan by the City, Developer Parties shall be specifically permitted to develop residential uses consistent

with the Irregular Residential (6 du/ac) land use designation and YC-MU district regulations as shown on the Final Site Plan.

- 8.2.1. **Permitted Uses.** Developer Parties shall be permitted to develop up to twenty-two (22) residential units and a 1,000 gross square foot guardhouse as set forth in the approved Final Site Plan
- 8.2.2. **Principal Buildings and Accessory Buildings, Accessory Structures, and Accessory Uses.** The Principal Building shall be considered the residential dwelling unit on each residential Lot. The Accessory Building to the residential land use area shall include the guardhouse located at the entryway of the Property. Accessory Uses and Accessory Structures shall include walls, fences, gates; swimming pools, spas, hot tubs; mechanical equipment; or as approved in the Final Site Plan.
- 8.2.3. **Floor Area.** Residential dwelling units shall have a total floor area in accordance with the approved Final Site Plan.
- 8.2.4. **Setbacks.** Structural setbacks for residential uses shall be in accordance with the approved Final Site Plan.
- 8.2.5. **Building Height.** Building and Structure heights shall be in accordance with the approved Final Site Plan.
- 8.2.6. **Building Length.** Townhouse Buildings shall have a Building length in accordance with the approved Final Site Plan.
- 8.2.7. **Building Separation.** The distance separation between the residential Buildings on the west and east sides of the YC-MU district shall be in accordance with the approved Final Site Plan.
- 8.2.8. **Pervious Area.** The total Pervious Area for residential uses shall be in accordance with the approved Final Site Plan.
- 8.2.9. **Setbacks.** Structural setbacks for residential uses shall be in accordance with the approved Final Site Plan.
- 8.2.10. **Landscape.** The landscape for residential uses shall be in accordance with the approved Final Site Plan.
- 8.2.11. **Parking.** Parking spaces shall be provided in accordance with the approved Final Site Plan. Developer Parties agree that (i) no part of any required residential parking shall be used at any time for vehicle storage, including the use or storage of campers and other similar recreational vehicles; (ii) guest spaces shall be distributed throughout the YC-MU district but shall be in addition to all other required parking for uses within the district; (iii) no residential parking shall be allowed on any

internal vehicular access drive; and (iv) no residential parking shall be allowed off-site in the adjacent residential neighborhoods.

8.2.12. **Amenity**. Developer Parties agree that the Yacht Club shall serve as the amenity for the residential uses required by the YC-MU district. Developer Parties shall form a residential Homeowners' Association as defined in Ch. 720.301, F.S., and that Homeowners' Association shall be required to be a member of the Yacht Club. All owners of residential units shall be required to be members of the Homeowners' Association.

8.2.13. **Rental of Units**. Developer Parties agrees that the rental of units shall be limited to long-term rentals only, which is defined as rentals with a term of six (6) months or more, and no more than two (2) rentals per calendar year.

8.3. **Combined Pervious Area**. The total minimum Pervious Area for the Proposed Development shall be in accordance with the approved Final Site Plan.

8.4. **Emergency Vehicle Ingress and Egress**. Prior to issuance of any building permit by the City for development of the Property, Developer Parties shall prepare, execute and record a Declaration of Restrictive Covenants in the public records of Broward County subject to the City's approval in its sole and absolute discretion, restricting the secondary vehicular access drive, as depicted in the Final Site Plan, to emergency response vehicles only. In the event of a breach of this section by the Developer Parties, the City may enforce this requirement through injunctive relief or any other remedy provided herein, including code enforcement. The Developer Parties shall be responsible for the City's attorney's fees and costs associated with the enforcement of this paragraph.

9. **Development Rights**. Developer Parties shall develop the Property itself, and may not assign, transfer, or otherwise convey any duties or responsibilities for the development of the Property, or its duties or obligations under this Agreement, to any other entity except pursuant to this section. Developer Parties may assign their rights, title and interest to the Property, including the right to develop pursuant to any approved Final Site Plan, so long as said assignment is approved by the City Commission which approval may not be unreasonably withheld.

10. **Access Easement for Clean-up**. Prior to issuance of any building permit by the City for development of the Property, Developer Parties shall provide the City with an easement on the Property, in a form acceptable to the City Attorney and approved by the Mayor, that shall remain in effect until the issuance of the final Certificate of Occupancy for the completion of the last Structure or Building as approved in the Final Site Plan, granting the City the right to enter, clean, and secure the Property through the Clean-Up Bond required by Section 16 below. The easement shall be recorded in the public records of Broward County, and the City shall provide a release of the easement, upon the City's issuance of the final Certificate of Occupancy for the completion of the final Structure or Building as approved in the Final Site Plan. Prior to the City entering onto the Property pursuant to

this Section 10, the City shall provide the Developer Parties with written notice sent pursuant to the Notice paragraph in Section 26.7, effective upon receipt, advising of the issue that the City feels needs to be addressed and shall provide the Developer Parties with a reasonable time to cure commensurate with the City's estimate to cure but in event shall the notice be less than ten (10) calendar days opportunity to cure ("Cure Period"), with the Cure Period starting on the earlier date of receipt of notice by either Developer Party.

11. **Required Off-Site Use and Improvements.** The Parties agree that off-site improvements may be required as part of the site plan approval process.

11.1. **Construction MOT.**

11.1.1. Developer Parties shall provide City with eight (8) temporary traffic calming devices to be used during the construction period. City shall be responsible for determining location and installation. Should any temporary traffic calming device be severely damaged or destroyed, Developer Parties shall be responsible for providing City with a replacement device.

11.1.2. Any type of public road construction or road blockage must be approved by the City prior to construction.

11.2. **Permanent Off-Site Improvements.**

11.2.1. **Entranceway Improvements.** Developer Parties agree to construct improvements to the entrance to the Property at the intersection of NE 27th Terrace and NE 42nd Street pursuant to the approved Final Site Plan.

11.2.2. **Traffic Calming Devices.** The number and location of permanent traffic calming devices shall be determined by the City Engineer through the approval of the Final Site Plan including conditions imposed by the City Commission.

11.2.3. **Off-Site Sidewalk Improvement.** Developer Parties shall be responsible for the design and cost of construction for 1,300 linear feet of sidewalk. City shall be responsible for all engineering, construction and installation of sidewalk.

11.3. **Development and Maintenance.** Developer Parties shall be responsible for the cost of maintenance and repair for the improvements constructed pursuant to Section 11.2.1 and the City shall be responsible for the improvements constructed pursuant to Sections 11.2.2 and 11.2.3.

12. **Confirmation of Financial Viability of Project.** After site plan approval but prior to the issuance of any building permit for a particular phase of the Proposed Development as described in Section 14, or in the case of the Residential Development, for a residential Building, the Developer Parties shall provide the City with a financing commitment from its lender that demonstrates to the reasonable satisfaction of the City that funding is either in place or available sufficient to complete the improvement or Building for which the

building permit is applied. In the event that the Developer Parties are not using debt financing for a particular improvement or Building, the Developer Parties shall provide the City with verification that demonstrates to the reasonable satisfaction of the City that Developer Parties have access to sufficient funding such that a binding commitment/allocation of funds for that improvement or Building are available. Developer Parties represent that they have and shall maintain the financial capability sufficient to perform its duties pursuant to this Agreement.

13. **Duration of Development.** Developer agrees that all vertical construction together with all required infrastructure, landscaping, and parking facilities for the approved Development will be completed within four (4) years from the approval of permits for the Tennis Center-Bistro, unless extended by the mutual written agreement of the Parties, and the duration of any permit or approval relative to the Property will be limited in duration by the law in effect at the time the permit or approval is issued. A one year extension of the deadline in this Section 13 may be granted by the City Commission, in its sole discretion, which may not be unreasonably withheld, after written request is made by the Developer at least sixty (60) days prior to the expiration of the deadline provided for in this section.
14. **Phasing of Proposed Development.** Developer shall develop the Proposed Development pursuant to the “**Phasing Plan**” attached as Exhibit “F” and more particularly described in this Section 14.
 - 14.1. **Infrastructure.** Developer Parties agree to apply for all permits for the installation of all required improvements in City right-of-way and all on-site infrastructure (such as drainage, water and sewer lines, electrical, grading and paving) within six (6) months of the Effective Date of this Agreement and complete all infrastructure no later than the issuance of the Certificate of Occupancy for the first completed residential Building.
 - 14.2. **Temporary Yacht Club Clubhouse.** Development of the Property will commence pursuant to Section 13 above . The new Tennis Center-Bistro shall be constructed as expeditiously as possible. City acknowledges and agrees that Developer Parties intend to apply for permits to construct the Tennis Center-Bistro prior to the demolition of the existing clubhouse and to use the Tennis Center-Bistro as a Temporary Yacht Club Clubhouse until the Yacht Club Clubhouse receives a Certificate of Occupancy. Upon issuance of a Certificate of Occupancy for the new Yacht Club Clubhouse, Developer Parties shall cease use of the Temporary Yacht Club Clubhouse as the Clubhouse, and that Building shall be used solely as the Tennis Center-Bistro.
 - 14.3. **Yacht Club Clubhouse.** Developer Parties agree to apply for and obtain the building permit for the Yacht Club Clubhouse no later than six (6) months after the Effective Date and prior to or concurrently with the application for the building permit for the first residential Building. The construction of the Yacht Club Clubhouse shall commence prior to or concurrently with the construction of the first residential Building. The Certificate of Occupancy for the Yacht Club Clubhouse shall be

received no later than thirty (30) months from the Effective Date of this Agreement or twenty-four (24) months from issuance of building permits, whichever is sooner. Should the Yacht Club Clubhouse not receive a Certificate of Occupancy within thirty (30) months of the Effective Date of this Agreement, the City will issue no further Certificates of Occupancy or building permits for any residential or non-residential Buildings until the Certificate of Occupancy is issued for the Yacht Club Clubhouse; and a Certificate of Occupancy for a third residential Building shall be issued only after the Certificate of Occupancy for the Yacht Club Clubhouse has been issued. The Developer Parties specifically acknowledge and agree that the City may withhold Certificates of Occupancy for residential construction in the event that a Certificate of Occupancy is not issued for the Yacht Club Clubhouse within the time frame in this Paragraph 14.3.

- 14.4. **Residential**. Notwithstanding the above, all Residential Development of the Property, as outlined in this Agreement, or any phase thereof, shall be completed within four (4) years pursuant to Section 13 above .
- 14.5. **Extensions**. A one year extension of the deadlines in this Section 14 may be granted by the City Commission, in its sole discretion, which may not be unreasonably withheld, after written request is made by the Developer at least sixty (60) days prior to the expiration of the timeframes provided for in this section.
15. **City's Use of the Yacht Club Clubhouse**. The Developer Parties agree that the City may use the Yacht Club Clubhouse twice a year for events of the City's choice. The City agrees to pay all commercially reasonable costs associated with the City's use of the Yacht Club Clubhouse.
16. **Required Bonds and Deposits**. The Developer shall provide the following bonds to the City prior to the issuance of any building permits:
 - 16.1. **Termination/Abandonment Bond**. Prior to issuance of any building permit by the City for development of the Property, the Developer shall provide either a letter of credit or Performance Bond in the amount of Fifty Thousand Dollars (\$250,000.00) relative to the clean-up of the Property, in a form acceptable to the City Attorney and approved by the Mayor, that shall remain in effect until the final Certificate of Occupancy for all development required by this Agreement is complete ("Termination/Abandonment Bond"). Upon termination of work or abandonment of the Property by the Developer, its agents, contractors, or subcontractors, as defined as no substantial construction work being performed at the Property toward completion of the project as determined by the City for a period of thirty (30) days, so long as Developer is not waiting on City to issue permits or perform inspections, Developer shall clean the Property, including cleaning all surfaces, Structures, streets and parking lots, removal of all waste and unused construction materials, and grading of property in a safe manner that provides effective drainage and access for and on the property. The City shall provide notice to the Developer of its intent to complete the clean-up and draw upon the Termination/Abandonment Bond, and Developer shall have the

time provided in the notice (which shall be no less than ten (10) days to complete the clean-up. Should Developer fail to do complete the Clean-Up within the time provided in the City's notice, the City shall have the right to use the Bond to pay all costs of the required clean-up. The Termination/Abandonment Bond, executed by the Developer, the City, and surety, shall be a guarantee for the faithful performance of cleanup activities to keep the Property and adjoining ways free of waste material, rubbish, and debris together with all its tools, equipment, machinery and surplus materials caused by its work, and to conduct clean-up operations, including but not limited to, the cleaning of all surfaces, Structures, paved streets or parking lots, walks, and steps. The letter of credit or Bond shall be released upon completion of the approved Project as evidenced by the City's issuance of the Certificate of Occupancy for the completion of the final Structure approved on the approved Site Plan.

- 16.2. **Public Improvement Performance and Payment Bond.** The Developer Parties shall obtain and furnish a Performance Bond to the benefit of the City in an amount equal to 125% of the project engineer's cost estimate, as reviewed and approved by the City Engineer, for any off-site improvements within the City's public rights-of-way associated with the Development, as approved by the City Engineer ("Work"). The Bond shall remain in place until confirmation of final completion and full payments for the Work.
- 16.3. **Rescission Deposit.** Prior to any final approvals by the City of the application for the ordinance amending the future land use designation for the portion of the Property proposing Residential Development from Commercial Recreation to Irregular (6 du/ac) Residential, the ordinance amending the text of the City's Comprehensive Plan relating to the proposed development, and the ordinance rezoning the Property to the YC-MU district, Developer shall provide either a letter of credit or deposit with the City Fifty Thousand Dollars (\$50,000.00), for the City's use for costs of expenses of rescinding any approvals made by the City should the Developer notify the City that it does not intend to proceed pursuant to Section 5 herein. Should the City proceed to rescind the approvals, it will draw from the deposit to pay all costs, including but not limited to application fees, professional fees, legal fees, costs of notice and other costs associated with returning the Property to the land use and zoning that existed prior to any City or Broward County approvals, and any balance remaining thereafter shall be returned to the Developer. Should the Developer continue pursuant to the approvals, the City will return the Rescission Deposit upon issuance of the Certificate of Occupancy for the Yacht Club Clubhouse.
17. **Permits and Approvals.** The City agrees to cooperate with Developer Parties in a commercially reasonable and timely manner in its review and approval of any permits required for the construction of the Proposed Development so long as said applications are in compliance with this Agreement, the Florida Building Code, including Broward County Amendments and the City Code as may be amended from time to time.
18. **Public Facilities.** The Developer Parties shall enter into an agreement with Broward County for the provision of sewer service and domestic and fire protection water service

prior to the City's issuance of building permits for the Property if required to do so by such governmental entities. Developer Parties shall provide City with verification of such agreements.

19. **Local Development Permits, Requirements, and Fees.** The City hereby agrees that this is a mixed use project that is consistent with the land use and zoning designations of the City, and the City and the Developer Parties agree that the Developer Parties shall follow the City's approval process before the Development Review Committee, Community Appearance Board, Marine Advisory Board, the Planning and Zoning Board, and City Commission for site plan approval as required by the City Code notwithstanding the Parties' execution of this Agreement. The Developer Parties shall apply for all the development permits and/or approval that are required by the City in connection with the development of the Property. Developer Parties agree to reimburse City for all of its costs incurred in reviewing and approving the Proposed Development that are not otherwise collected by the City through fees, including but not limited to planner and consultant fees and costs; attorney's fees and costs; and costs for creating, publishing, mailing and posting all required notices. All impact fees and development permit processing fees that apply to the Property shall be consistent with the fees assessed by the City. The failure of this Agreement to address a particular permit, condition, term, or restriction shall not relieve the Developer Parties of the necessity of complying with the law governing said permitting requirements, conditions, term and conditions.
20. **Necessity of Compliance with Local Law Relative to Permits.** The Developer Parties and the City agree that the failure to this Agreement to address a specific permit, condition, term, or restriction will not relieve the Developer Parties of the necessity of compliance with the law governing site plan approvals, permitting requirements, conditions, terms, and restrictions.
21. **Effective Covenants.** The Developer Parties and the City further covenant that they will immediately commence all reasonable actions necessary to fulfill their obligations under this Agreement. The burdens of this Agreement are binding upon, and the benefits of this Agreement inure to, all successors in interest of the Parties to this Agreement.
22. **Periodic Review.** In accordance with Section 163.3235, F.S., as may be amended from time to time, the City shall review the Property subject to this Agreement at least once every twelve (12) months to determine if there has been demonstrated good faith compliance with the terms set forth herein. If the City finds, on the basis of competent substantial evidence, that there has been a failure to comply with the terms of this Agreement, the Agreement may be revoked or modified by the City Commission.
23. **Enforcement.** In addition to other enforcement mechanisms permitted by law, the Developer Parties agree that the City may elect to pursue enforcement of the terms of this Agreement through the City's code enforcement process as provided in the ordinance creating the YC-MU zoning district. The Developer Parties hereby waive the time frames for code enforcement activities under Chapter 162, Florida Statutes, for enforcement of this Agreement against the Developer Parties until such time as a final certificate of

occupancy for all the construction authorized by the Final Site Plan is issued, and the Developer Parties hereby agree that fifteen (15) days prior written notice to a code enforcement hearing is sufficient.

24. **Default.** An "Event of Default" or "Default" entitling City to its remedies shall occur on the happening of any of the following events. The provisions of this section at (a) and (b) are meant to apply to representations and warranties provided by the Developer Parties to the City and shall not include Site Plan details or timing provisions contained in this Agreement:

- (a) **Failure to Observe Agreement.** The Developer Parties shall fail to observe, satisfy or perform any material term or , covenant contained in this Agreement and such failure shall continue without remedy for thirty (30) days after Developer Parties' receipt of written notice thereof from the City ; provided, however, that if such failure is capable of cure but cannot reasonably be cured within thirty (30) days, such failure shall not constitute an Event of Default so long as the Developer Parties, within the thirty (30) day period, commences and thereafter is in good faith proceeding diligently and continuously to remedy such failure; or
- (b) **Inaccuracy of Representation and Warranties.** Any representation or warranty made by the Developer Parties shall prove to have been incorrect in any material respect as of the date made; or
- (c) **Failure to Commence Construction.** Failure to commence construction of the Proposed Development as required by the Section 13 and 14 of this Agreement so long as delay is not caused in whole or in part by the City; or
- (d) **Work Stoppage.** The occurrence of any unscheduled work stoppage, or any work stoppage inconsistent with industry standards, of any Building within the Proposed Development, or portion thereof, for more than thirty (30) consecutive days, other than as a result of force majeure or action caused by the City; or
- (e) **Bankruptcy.** The Developer Parties shall fail to pay significant debts as such debts become due or shall admit in writing its or their inability to pay its or their debts as such debts become due or shall make a general assignment for the benefit of creditors; significant debts shall mean those debts that place the ownership of the Property at risk; the Developer Parties shall commence any case, proceeding, or other action seeking reorganization, arrangement, adjustment, liquidation, dissolution or composition of it or them or its or their debts under any law relating to bankruptcy, insolvency, reorganization or relief of debtors, or seeking appointment of a receiver, trustee, custodian, or other similar official for it or them or for all or any substantial part of its or their property; or any case, proceeding or other action against the Developer Parties shall be commenced seeking to have an order for relief entered against the Developer Parties, as debtor, or seeking reorganization, arrangement, adjustment, liquidation, dissolution or composition of the Developer Parties or their debts under any law relating to insolvency, reorganization or relief of debtors, or seeking appointment of a

receiver, liquidator, assignee, trustee, custodian, sequestrator or other similar official for the Developer Parties or for all or any substantial part of their respective properties, and (i) the Developer shall by any act or omission, indicate its consent or approval, of, or acquiescence in such case, proceeding or action, (ii) such case, proceeding or action results, in the entry of an order for relief that is not fully stayed within sixty (60) days after the entry thereof, or (iii) such case, proceeding or action remains undismissed for a period of ninety (90) days or more or is dismissed or suspended only pursuant to Section 305 of the United States Bankruptcy Code or any corresponding provision of any future United States bankruptcy law; or

- (f) **Attachment/Garnishment**. The issuance of any attachment or garnishment against the Developer Parties and the failure to discharge the same (by bond or otherwise) within sixty (60) days from the issuance thereof, and the impact of which shall materially and adversely affect the Developer Parties' ability to perform its obligations hereunder; or
- (g) **Judgments**. One or more judgments, orders or decrees shall be entered against the Developer Parties which materially and adversely affect the Developer Parties' ability to perform under this Agreement, and such judgments, orders, or decrees are not fully covered by effective insurance (less deductibles) or shall not have been vacated, discharged, stayed or bonded pending an appeal within thirty (30) days from the entry of such judgment, order or decree; or
- (h) **Unpermitted Transfer**. If the Developer Parties effectuate a transfer not permitted by this Agreement.

The Parties acknowledge the failure to adhere to the Final Site Plan or failure to meet the phasing deadlines at Sections 13 and 14 shall not be considered an Event of Default under this Agreement, however, for failure to adhere to the Final Site Plan the City retains all other rights and remedies at law or in equity, including the right to code enforcement activities. The failure of the Developer Parties to meet the phasing deadlines listed herein shall entitle the City to the remedy listed in Section 25.3 of this Agreement.

25. **City's Remedies.**

- 25.1. Upon the occurrence of an Event of Default by either of the Developer Parties, the City shall have the right to terminate this Agreement in addition to all available remedies at law or in equity.
- 25.2. In the event of any such termination of this Agreement, the Developer Parties shall assign all rights, title and interest for any improvements in the City's right-of-way, including plans and specifications, construction documents and design contracts, and the City shall be entitled to access the bond and deposit funds described in Section 16 of this Agreement.
- 25.3. If Developer fails to meet the phasing timelines as set forth in Sections 13 and 14 of this Agreement, then, as the City's remedy, the City shall be entitled to \$200.00 per day until such default is cured, in addition to any other remedy as provided herein.

26. **Miscellaneous.**

- 26.1. All pronouns and any variations of them are deemed to refer to the masculine, feminine, and neuter, singular or plural, as the identity of the party or parties, personal representatives, successors, or assigns, may require.
- 26.2. **Severability.** The invalidity of any provision hereof shall in no way affect or invalidate the remainder of the Agreement.
- 26.3. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which is deemed an original, but all of which together constitute one and the same instrument.
- 26.4. **Binding Effect.** The obligations imposed by this Agreement upon the Developer Parties and/or the Property run with and bind the Property as covenants running with the land, and this Agreement is binding upon and enforceable by and against the parties hereto, and if applicable, their personal representatives, heirs, successors, grantees, and assigns. A copy of this Agreement will be recorded in the Public Records of Broward County, Florida, upon the parties' execution of it.
- 26.5. **Entire Agreement.** This Agreement sets forth all of the promises, covenants, agreements, conditions and understandings between the parties hereto, and supersedes all prior and contemporaneous agreements, understandings, inducements or conditions, express or implied, oral or written, except as herein contained. The City shall not request any additional improvements or contributions except for those expressly set forth in this Agreement.
- 26.6. **Governing Law.** This Agreement shall be construed in accordance with the laws of the State of Florida, and jurisdiction and venue for any proceeding arising between the parties in any manner pertaining to this Agreement shall, to the extent permitted by law, be held in Broward County, Florida. **THE PARTIES KNOWINGLY, VOLUNTARILY AND UNEQUIVOCALLY WAIVE THEIR RIGHT TO A TRIAL BY JURY FOR ANY CLAIMS WHETHER IN CONTRACT, TORT OR STATUTE, ARISING OUT OF OR RELATING TO THIS AGREEMENT.**
- 26.7. **Notice.** Whenever either Party desires to give notice to the other, it must be given by written notice, sent by certified United States mail, with return receipt requested, hand delivered or by facsimile transmission with proof of receipt, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice in compliance with the provisions of this paragraph. Notice shall be deemed given upon receipt by any method of delivery authorized above. For the present, the Parties designate the following as the respective places for giving of notice:

To DEVELOPER PARTIES:

Terry Paterson
President/Managing Member

Lighthouse Point Yacht Club Investments, LLC
Lighthouse Point Yacht Club, LLC
2701 NE 42nd Street
Lighthouse Point, FL 33064
terry@patersondevelopment.com

With copy to:

Stephanie J. Toothaker, Esq.
Toothaker.org
401 E. Las Olas Boulevard, Suite 130-154
Fort Lauderdale, Florida 33301
Telephone: (954) 648-9376
stephanie@toothaker.org

To CITY:

John D. Lavisky, City Administrator
City of Lighthouse Point
2200 NE 38th Street
Lighthouse Point, Florida 33064
Telephone: (954) 943-6500
jlavisky@lighthousepoint.com

With copy to:

Michael D. Cirullo, Jr., City Attorney
c/o Goren, Cheroft, Doody & Ezrol, P.A.
3099 East Commercial Boulevard, Suite 200
Fort Lauderdale, Florida 33308
Telephone: (954) 771-4500

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

CITY OF LIGHTHOUSE POINT

By: _____
Glenn Troast, Mayor

(CORPORATE SEAL)

Attest:

Jennifer M. Oh, City Clerk

APPROVED AS TO FORM:

Michael D. Cirullo, Jr., City Attorney

[Continuation of signature page to Development Agreement]

Owner:

**LIGHTHOUSE POINT YACHT CLUB
INVESTMENTS, LLC**, a Florida limited liability
company

Print Name: _____

Print Name: _____

By: _____

Print Name: Terence Paterson
Title: President/Managing Member
2701 NE 42nd Street
Lighthouse Point, FL 33064

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of _____ physical presence or _____
online notarization this _____ day of _____ 2021, by TERENCE PATERSON, as
President/Managing Member of **LIGHTHOUSE POINT YACHT CLUB
INVESTMENTS, LLC**. He/she is personally known to me or has produced _____
_____ as identification,

(SEAL)

Notary Public, State of Florida

Print Name: _____

My Commission Expires: _____

Commission Number: _____

Developer:

LIGHTHOUSE POINT YACHT CLUB, LLC, a
Florida limited liability company

By: _____

Print Name: _____

Print Name: Terence Paterson
Title: President/Managing Member
2701 NE 42nd Street
Lighthouse Point, FL 33064

Print Name: _____

STATE OF FLORIDA COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of _____ physical presence or _____ online notarization this _____ day of _____ 2021, by **TERENCE PATERSON**, as President/Managing Member of **LIGHTHOUSE POINT YACHT CLUB, LLC**. He/she is personally known to me or has produced _____ as identification,

(SEAL)

Notary Public, State of Florida

Print Name: _____

My Commission Expires: _____

Commission Number: _____

MORTGAGEE

By executing this Agreement, the Mortgagee acknowledges and consents that the provisions contained in this Agreement run with the land and that any successors and/or assigns are subject hereto and further this Agreement may not be extinguished by any legal or other process including but not limited to bankruptcy, foreclosure, receivership, etc.

CITY NATIONAL BANK OF FLORIDA

By: _____

Print Name: _____

Print Name: _____

Title: _____

Address: _____

Print Name: _____

STATE OF FLORIDA COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of _____ physical presence or _____ online notarization this _____ day of _____ 2021, by _____, as _____ of **CITY NATIONAL BANK OF FLORIDA**. He/she is personally known to me or has produced _____ as identification,

(SEAL)

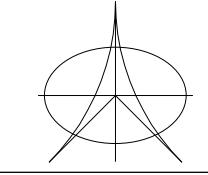
Notary Public, State of Florida

Print Name: _____

My Commission Expires: _____

Commission Number: _____

Exhibit A
Survey



REVISIONS			
BOUNDARY & IMPROVEMENTS SURVEY	DATE	FB/PG	DWN
REVISED PER COMMENTS	01/31/17	SKETCH	AM
REVISED PER COMMENTS	02/03/17	-----	REC
ADDITIONAL CERTIFICATIONS ADDED	06/13/17	-----	AM
ADDED TREE CHART & ELEVATIONS	06/22/17	-----	REC
ADDED INVERTS AND ADDITIONAL ELEVATIONS ALONG S. PROPERTY	07/17/17	-----	CM
ADDED PUMP STATION	08/18/17	-----	REC
UPDATE SURVEY	08/31/17	SKETCH	JD
ADDED FLOOD ZONE LINES	01/09/20	SKETCH	JD
	02/19/20	SKETCH	JD
	02/19/20	SKETCH	REC

2701 NE 42ND STREET
LIGHTHOUSE POINT, FLORIDA

CLIENT :

LHP YACHT CLUB

SURVEYOR'S CERTIFICATION

THE UNDERSIGNED HEREBY CERTIFIES TO LIGHTHOUSE POINT YACHT CLUB INVESTMENTS, LLC, A FLORIDA LIMITED LIABILITY COMPANY, CITY NATIONAL BANK OF FLORIDA, ITS SUCCESSORS AND/OR ASSIGNS AS THEIR INTEREST MAY APPEAR, FIRST AMERICAN TITLE INSURANCE COMPANY, BUCHANAN INGERSOLL & ROONEY, FLORIDA FIRST CAPITAL FINANCE CORPORATION, ITS SUCCESSORS AND/OR ASSIGNS AS THEIR INTEREST MAY APPEAR, U.S. SMALL BUSINESS ADMINISTRATION AND LEVISON, GRITTER & DIGIRO, LLP AS FOLLOWS:

(1) THIS SURVEY WAS ACTUALLY MADE ON THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREON (THE "PROPERTY"), WHICH LEGAL DESCRIPTION IS CORRECT, COMPLETE AND ACCURATE.

(2) THIS SURVEY IS TRUE AND CORRECT IN ALL RESPECTS AND ACCURATELY SHOWS THE SQUARE FOOTAGE AND LOCATION OF ALL BUILDINGS, STRUCTURES AND OTHER IMPROVEMENTS, THE NUMBER AND LAYOUT OF ALL PARKING SPACES, LOADING DOCKS AND OTHER FACILITIES AND THE LOCATION OF ALL WATER COURSES, WATER BODIES, LOT LINES AND MONUMENTS; THE SIZE, DIMENSIONS AND LOCATIONS OF ALL OF THE BOUNDARIES OF THE PROPERTY, BUILDINGS AND OTHER IMPROVEMENTS, RECORDED AND VISIBLE UNRECORDED EASEMENTS, STREETS, ROADS, MEANS OF PUBLIC ACCESS, RIGHTS-OF-WAY, UTILITY LINES AND CONNECTIONS AND SETBACK LINES (PRIVATE OR GOVERNMENTAL) WHICH AFFECT THE PROPERTY ARE CORRECTLY AND ACCURATELY SHOWN HEREON.

(3) THIS SURVEY ACCURATELY DEPICTS AND REFLECTS ALL MATTERS SET FORTH IN THAT CERTAIN TITLE INSURANCE COMMITMENTS ISSUED BY FIRST AMERICAN TITLE INSURANCE COMPANY, COMMITMENT NO. 1062-3689860; THERE ARE NO ENCROACHMENTS UPON ADJOINING PREMISES, STREETS OR ALLEYS OR UPON EXISTING EASEMENTS OR RIGHTS-OF-WAY BY ANY OF THE BUILDINGS, STRUCTURES OR OTHER IMPROVEMENTS ON THE PROPERTY AND NO ENCROACHMENTS ON THE PROPERTY BY BUILDINGS, STRUCTURES OR IMPROVEMENTS SITUATED ON ADJOINING PREMISES, OTHER THAN SHOWN.

(4) THERE ARE NO OVERLAPS, GAPS, GORES OR HIATUS IN THE PARCEL(S) COMPRISING THE PROPERTY.

(5) ACCESS TO AND FROM THE PROPERTY FOR INGRESS AND EGRESS IS VIA NE 27TH TERRACE AND NE 42ND STREET. ALL NECESSARY APPROVALS FOR SUCH ACCESS HAVE BEEN OBTAINED.

(6) WATER SERVICE, STORM SEWER, SANITARY SEWER FACILITIES, TELEPHONE AND ELECTRIC SERVICES ARE AVAILABLE TO THE PROPERTY IN THE LOCATIONS INDICATED HEREON AND ARE AVAILABLE TO SERVE THE CURRENT AND PROPOSED USE OF THE IMPROVEMENTS WITHOUT THE NEED FOR EASEMENTS ACROSS THE LANDS OF OTHERS OR ADDITIONAL EASEMENTS ON THE PROPERTY.

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE "2016 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS" JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 7(A), 7(B), 8, 9, 11, 13, 16, 17, 19 AND 21 OF TABLE A THEREOF. PURSUANT TO THE ACCURACY STANDARDS AS ADOPTED BY ALTA AND NSPS AND IN EFFECT ON THE DATE OF THIS CERTIFICATION, UNDERSIGNED FURTHER CERTIFIES THAT IN MY PROFESSIONAL OPINION, AS A LAND SURVEYOR REGISTERED IN THE STATE OF FLORIDA, THE RELATIVE POSITIONAL ACCURACY OF THIS SURVEY DOES NOT EXCEED THAT WHICH IS SPECIFIED THEREIN. THE FIELD WORK WAS COMPLETED ON JANUARY 09, 2020.

RICHARD E. COUSINS
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA REGISTRATION NO. 4188.

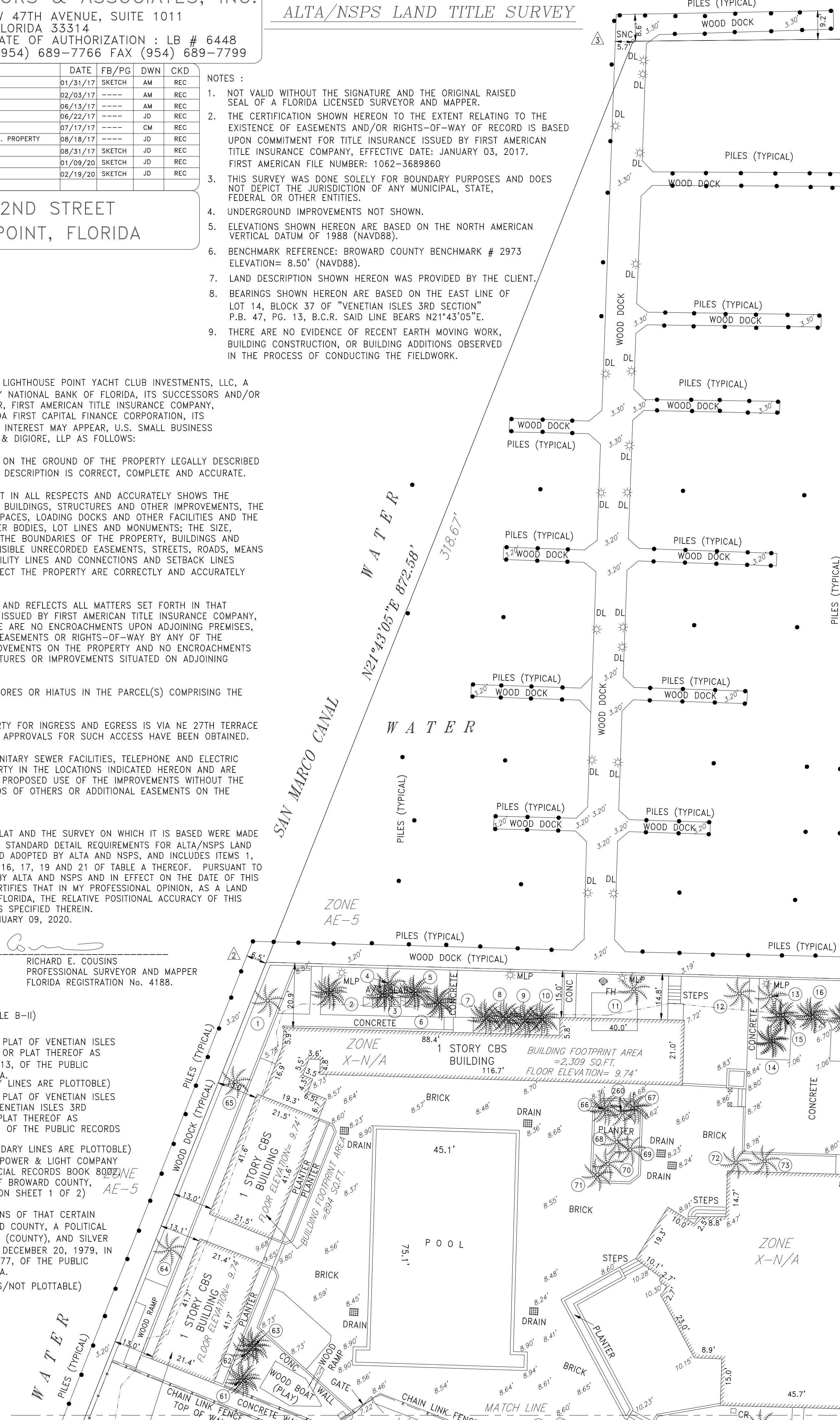
REVIEW OF TITLE COMMITMENT (SCHEDULE B-II)

9. DEDICATIONS AS RECITED ON THE PLAT OF VENETIAN ISLES 3RD SECTION, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 47, PAGE(S) 13, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.
(AFFECTS/ONLY BOUNDARY LINES ARE PLOTTABLE)

10. DEDICATIONS AS RECITED ON THE PLAT OF VENETIAN ISLES REPLAT, A REPLAT OF A PORTION OF VENETIAN ISLES 3RD SECTION, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 48, PAGE 41, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.
(AFFECTS/ONLY BOUNDARY LINES ARE PLOTTABLE)

11. EASEMENT IN FAVOR OF FLORIDA POWER & LIGHT COMPANY RECORDED JANUARY 24, 1979, IN OFFICIAL RECORDS BOOK 8002, PAGE 375, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.
(AFFECTS/PLOTTED ON SHEET 1 OF 2) AE-5

12. TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN OWNER'S AGREEMENT BETWEEN BROWARD COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA (COUNTY), AND SILVER SEAS HOTEL, INC. (OWNER), RECORDED DECEMBER 20, 1979, IN OFFICIAL RECORDS BOOK 8629, PAGE 277, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.
(AFFECTS/NOT PLOTTABLE)



NORTH GRAND CANAL

N 89° 26' 55" E 335.90' (PLAT)
335.91' (CALC)ZONE
AE-5

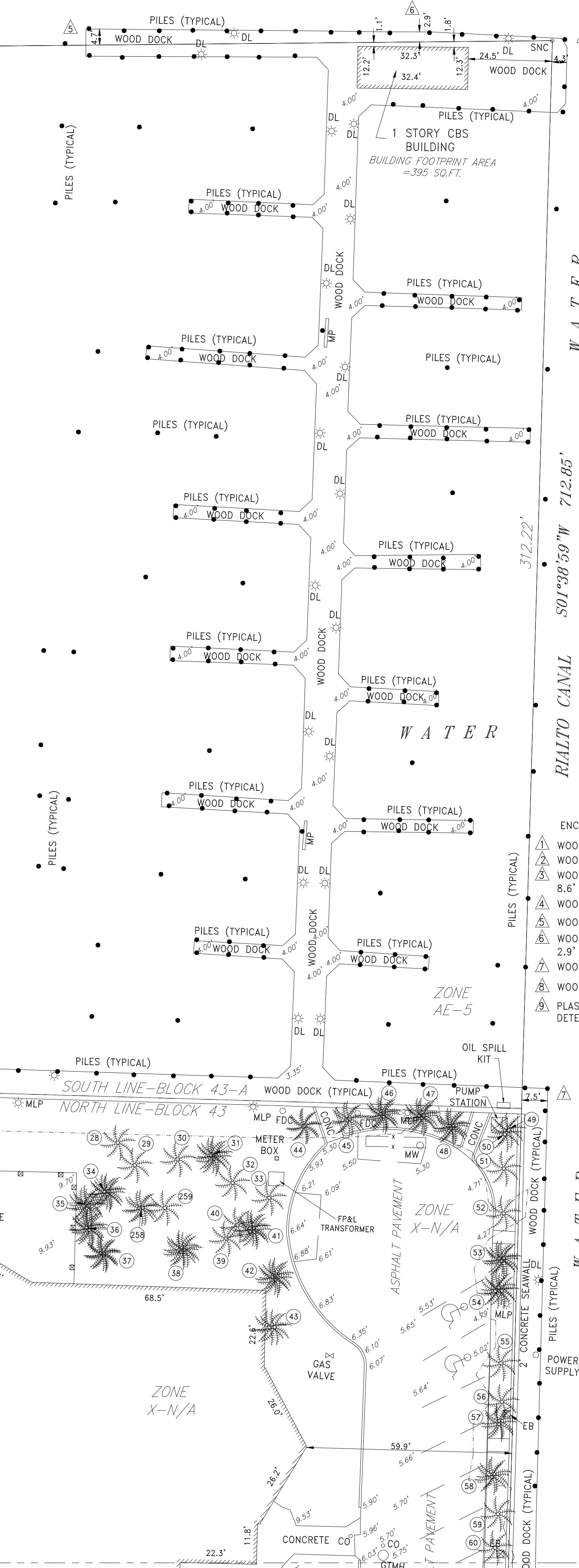
WATER

SITE AREA=413,191 SQ.FT.
9.4856 ACRES

BLOCK 43-A

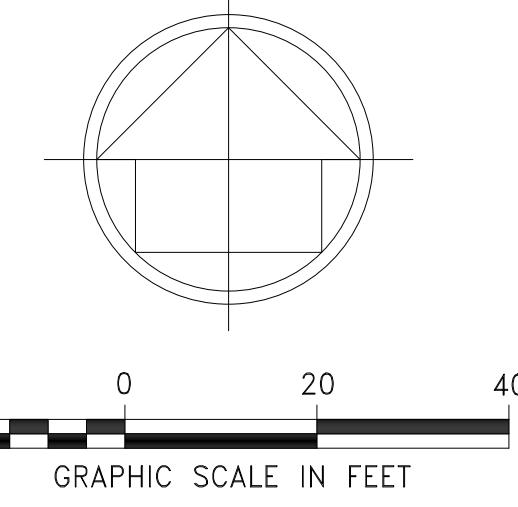
ZONE
AE-5

WATER

ZONE
AE-5ZONE
AE-5ZONE
X-N/A1 STORY CBS
BUILDINGBUILDING FOOTPRINT AREA=25,673 SQ.FT.
FLOOR ELEVATION= 10.02'

FLOOD ZONE INFORMATION	
COMMUNITY NUMBER	125125
PANEL NUMBER	0187 H
ZONE	X, AE
BASE FLOOD ELEVATION	N/A, 5
EFFECTIVE DATE	08/18/14

PROJECT NUMBER : 8252-17	SHEET 2 OF 3 SHEETS
SCALE : 1" = 20'	



LEGEND:

CKD	CHECKED BY
CONC	CONCRETE
DWN	DRAWN BY
FB/PG	FIELD BOOK AND PAGE
SIR	SET 5/8" IRON ROD & CAP #6448
SNC	SET NAIL AND CAP #6448
FIP	FOUND IRON ROD
FNC	FOUND IRON PIPE
FND	FOUND NAIL AND CAP
P.B.	PLAT BOOK
B.C.R.	BROWARD COUNTY RECORDS
E	OVERHEAD ELECTRIC LINES
CO	CLEAN OUT
WM	WATER METER
-X-	CHAIN LINK/ WOOD FENCE
ELEV	ELEVATION
CBS	CONCRETE BLOCK STRUCTURE
EB	ELECTRIC BOX
MLP	METAL LIGHT POLE
BFP	BACK FLOW PREVENTER
FOV	FIBER OPTIC VAULT
FOB	FIBER OPTIC BOX
TSP	TRAFFIC SIGNAL POLE
TSB	TRAFFIC SIGNAL BOX
FH	FIRE HYDRANT
WV	WATER VALVE
CLP	CONCRETE LIGHT POLE
CP	CONCRETE POWER POLE
WPP	WOOD POWER POLE
FP	FLAG POLE
MP	HANDICAP SPACE
DL	METER PANEL
RELEV	DOCK LIGHT
RIM ELEVATION	RIM ELEVATION
FLOOD ZONE LINE	FLOOD ZONE LINE

ENCROACHMENTS:

WOOD DOCK ENROACH INTO WATERWAY 6' WEST
WOOD DOCK ENROACH INTO WATERWAY 6.5' WEST
WOOD DOCK ENROACH INTO WATERWAY 5.7' WEST & 8.6' NORTH
WOOD DOCK ENROACH INTO WATERWAY 9.2' NORTH
WOOD DOCK ENROACH INTO WATERWAY 4.7' NORTH
WOOD DOCK ENROACH INTO WATERWAY 4.3' EAST & 2.9' NORTH
WOOD DOCK ENROACH INTO WATERWAY 7.5' EAST
PLASTIC FENCE SOUTH OF OUR PROPERTY/COULD NOT DETERMINED OWNERSHIP OF FENCE

Exhibit B
Final Site Plan

Exhibit C
Land Use Plan Map Amendment Ordinance No.

Exhibit D
Land Use Plan Text Amendment Ordinance No.

Exhibit F
Land Development Code Text Amendments Ordinance Nos.

Exhibit E
Rezoning Ordinance No.

Exhibit G
Phasing Plan

LHPYC Phasing Narrative

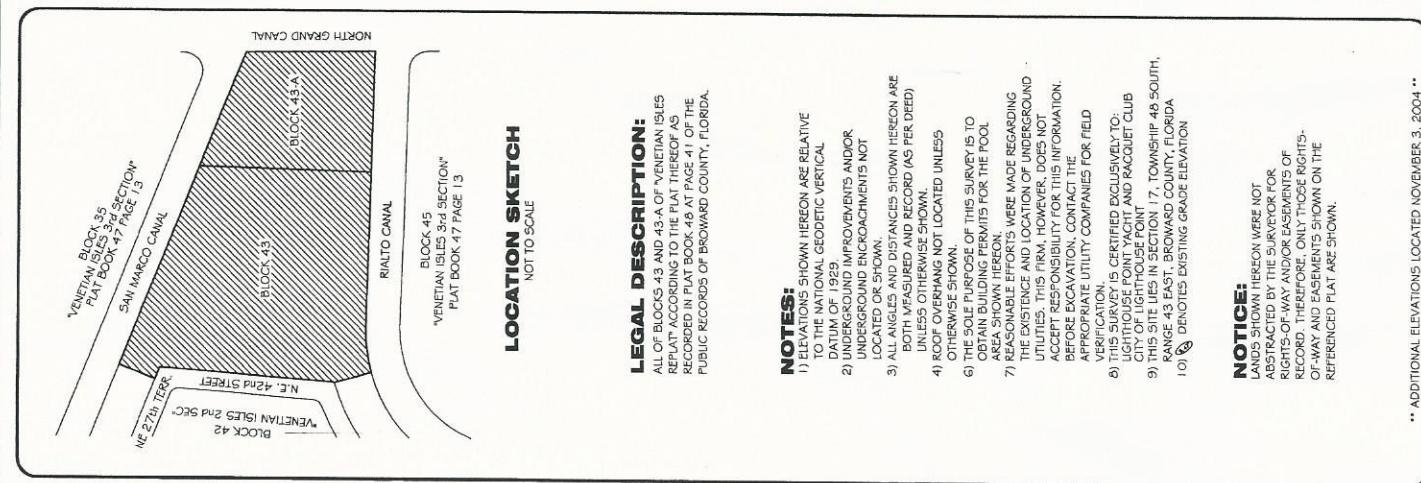
1. Permitting of the Civil, Parking and Internal Roadways would start first. This would be in the City and then the County.
2. Permitting for the Perimeter Dock and raised Seawall cap to begin as soon as possible.
3. Permitting for the new Tennis/Bistro which would serve as the temporary Yacht Club Clubhouse to start as soon as MEP and Engineering is ready.
4. Permitting of the Existing Building Kids Activity Center and Club Accessory Bathrooms and Laundry to start as soon as possible due to a recent fire that destroyed our existing Laundry.
5. Construction/Renovation of the Laundry and Kids Center Bathrooms in the existing building to start as soon as permits are ready.

It is understood that only the plan review process will take place for the above, but no permits to be issued until the site plan is approved and second reading on Land Use and Zoning has occurred. However, all the above items do fall with in the existing codes of the property.

6. After all the Entitlements and Site Plan approvals are complete, we would submit for Permits on the following structures at the same time:
 - a. Yacht Club Pools
 - b. Yacht Club Clubhouse
 - c. Townhome Building 2
 - d. Townhome Building 3
 - e. Townhome Building 4
 - f. Townhome Building 5
7. Permitting of the Demolition of the Yacht Club Clubhouse should take 3 months due to the need to shut down all FPL power, gas, sewer and water, perform asbestos, rodent and other testing needed to get a demolition permit.
8. As soon as this shut down occurs, we would like to start constructing any retaining walls needed around the property. Before the 1st phase of demolition part of these walls can be constructed, while some will only be built immediately after demolition.
9. As soon as Dock and Seawall Cap replacement permits are issued, we would start the new docks from East side, moving to the North Side, then lastly the West Side. Building this in 300' or less sections to keep the Marina main figure available for use at all times. Vessels in each section under construction will be moved to areas either not being worked on or complete already. This process will draw out the time of Dock and Seawall Cap replacement but is needed to stay safe and operational. Seawall itself will not be replaced. Seawall Cap and Dock is a far simpler process.
10. Before existing Yacht Club Clubhouse is demolished, we would like to start construction of the new Tennis/Bistro temporary Clubhouse. This should take us 8 months to construct and is designed to be a stand alone building not requiring utilities to come from the internal new systems being built. This is in an abundance of caution if there are any delays in connecting these new underground utilities.

11. If we have received the County Civil and Underground Permits by the time we shut down all existing Yacht Club Clubhouse utilities, we will start our Underground Civil work moving from West to East as not to have the entire property dug up at one time. The underground total depth doesn't go past 6' deep. Following OSHA standards on angle of treach depths, plus distance between utilities, we shouldn't need trenches wider than 20' at the surface at any time. So this allows for easy access around the property.
12. While the Tennis/Bistro is under construction still, therefore no clientele, we intend to demolish the existing Yacht Club Clubhouse and Marina Bathrooms. At that same time we will scrape down to the road rock on the west tennis courts and most of the existing parking and drive isles. See Dem Phase 1 on the demo plan. This would leave a compacted road rock surface on most of the property. The small area left that is not under the new Yacht Club Clubhouse footprint will receive a road rock treatment for ease of access around the property.
This will leave the site clear and stable.
13. After Phase 1 demolition and is complete, we will be ready to construct the staging area in the middle of the property. The staging area is extra large to allow us to move dumpsters and containers for storage and offices around if we need to. However, they will be strategically placed over completed underground locations and away from where the new curbs will be installed.
14. Since the Phase 1 demolition leave the existing entry and 41 vehicle SW parking lot untouched and available for use by the Marina, gym occupants and tennis players at all times. Marina requirements are maximum 39 vehicles at its peak. We ask for temporary relief from the city to let us not meet the parking requirements for these item for a short period of time. This parking lot already opens to D dock on the west side of the property. D dock links to all other docks, existing gym (future Kids Center), and pool area. The existing Tennis Center has a pedestrian crossing leading to the SW parking area. Temporary Stop Signs will also be installed on the crosswalk to allow safe passage for Tennis Players.
15. By the time the Tennis Center/Bistro is open as the Temporary Clubhouse, we will have Phase 2 Demolished of the existing Tennis Center Building, installed compacted road rock in its place, constructed all Parking Curbs and Sub-Base in main parking areas, and have construction fencing and signage blocking off member access to all construction areas. This will allow for an additional 51 parking spaces in the main parking lot, and 40 additional parking spaces in the NE marina parking lot, and 16 spaces west of the Tennis/Bistro. We ask for temporary relief to allow us to use gravel lot parking, or un-marked first lift asphalt, and shift parking from one lot to the other while asphalting the parking area. Since our parking will be available in 4 different location and by far surpass all requirements to service the Tennis/Bistro, Marina and we will easily be able to meet the parking requirements while temporarily shutting down one or two sections at a time. Parking and traffic flow signs will be provided.
16. First lift of all parking and roadways. Staging area large enough to move containers around within.
17. Guard House Construction to take place after all curbs, subbase and commercial sidewalks installed. No residential sidewalks until Townhome Buildings 2, 3, 4, and 5 are substantially complete.

18. Six to Eight months before the Yacht Club Clubhouse is complete, we will start the pool area Phase 3 Demolition and new pools construction. This area will then be fenced off and a walkway to the gym, bathrooms and laundry from D Dock will remain.
19. Four months before Yacht Club Clubhouse completion we will complete 2nd lift of parking asphalt and vehicular circulation.
20. Once above complete, the Grass Overflow Parking area will be finished.
21. All staging area offices and containers, and fencing will be removed.
22. Only once all of the North Section of the property is complete, will we start the final Phase 4 Demolition consisting of scraping the asphalt and remaining 3 clay tennis courts down to their road rock.
23. The last 3 properties consisting of Building 1, 6 which are total of 5 townhomes and the Single Family Residence will be started once the North section is complete and operational. This is because we need to maintain 5 working tennis courts at all times.
24. These 3 locations will be fenced and construction will continue within these fences away from any and all club activities and following all existing city ordinances for construction.
25. The Emergency Access roadway will be clear of any construction vehicles and parking will follow city ordinances only allowing one side of the street parking for work vehicles.



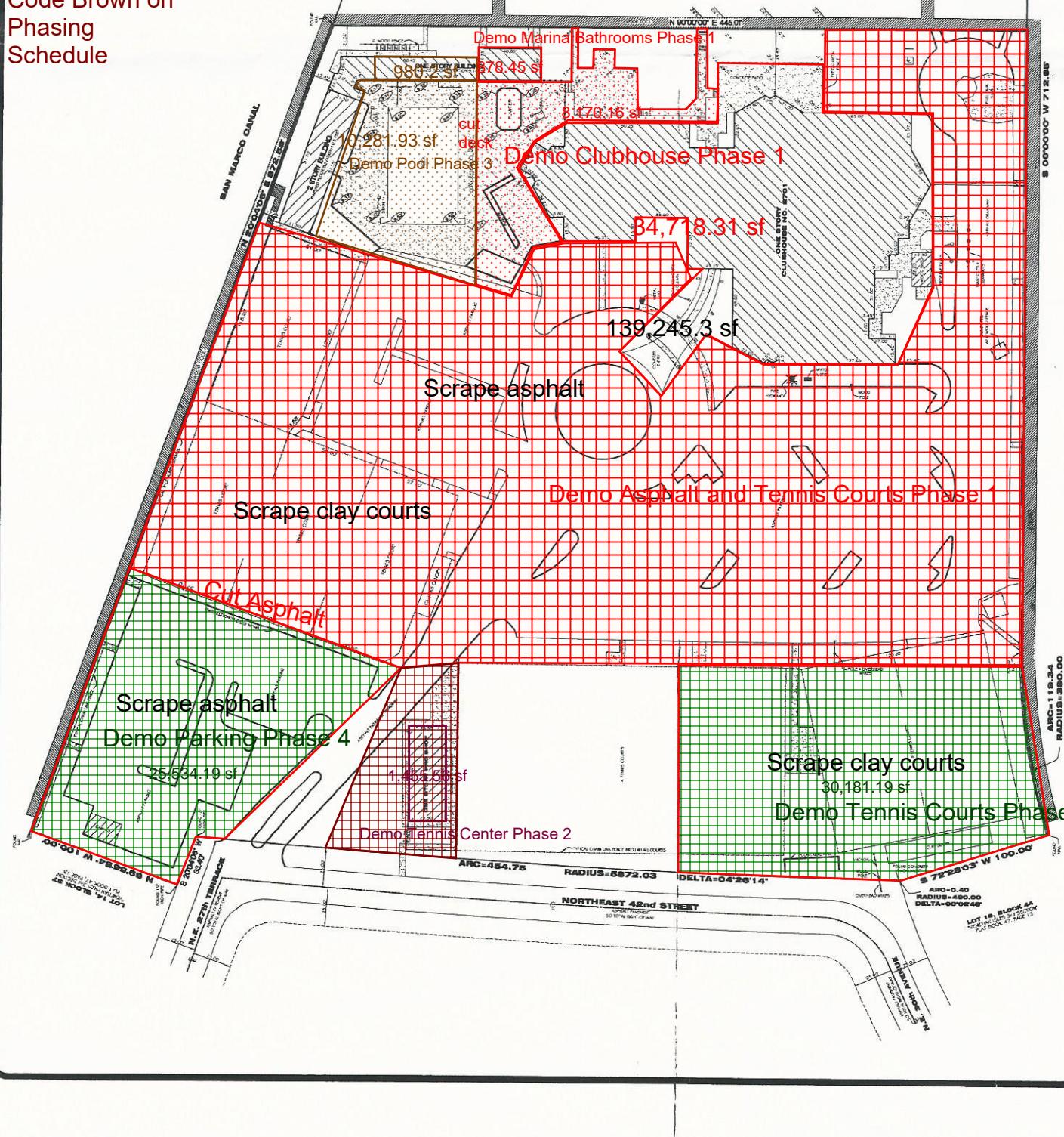
Demo Clubhouse Phase 1
Demo Marina Bathrooms Phase 1
Demo Asphalt and Tennis Courts Phase 1

Demo Tennis Center Phase 2

Demo Pool Phase 3

Demo Parking Phase 4
Demo Tennis Courts Phase 4

All Demo Color
Code Brown on
Phasing
Schedule



BOUNDARY SURVEY

CERTIFICATION:
I HEREBY CERTIFY THAT THIS SURVEY MEETS THE MINIMUM STANDARDS FOR SURVEYING AS SET FORTH IN THE FLORIDA ADMINISTRATIVE CODE, SUBJUNCT TO SECTION 472.027, FLORIDA STATUTES. I HAVE MAILED THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA PROFESSIONAL SURVEYOR AND MAPPER.

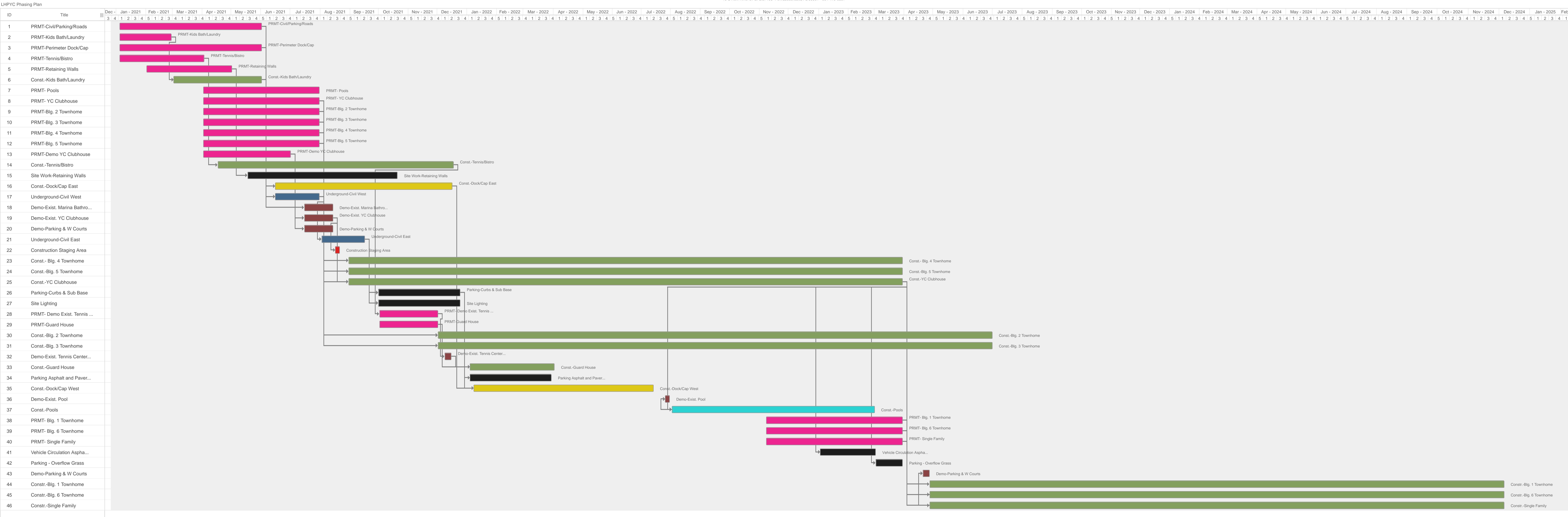
[Signature] *[Signature]*
KERI KERI
PROFESSIONAL SURVEYOR AND MAPPER NO. 5721
STATE OF FLORIDA

FLOOD INFORMATION
FLOOD ZONE: AE BASE FLOOD ELEV.: 5.0 FEET
COMMODITY FANE #215125 TO 17 G
LAND USE: RESIDENTIAL
DOMESTIC ELEVATION: 4.0 FT
GARAGE ELEV.: NW
SITES ELEV.: 4.5 SW 200

PROJECT NO.: 03919-05007
SURVEY DATE: JANUARY 15, 2004
2701 N.E. 42nd STREET
LIGHTHOUSE POINT, FL 33064
SCALE: 1=40'
FILE: L.P. YACHT/RACQUET CLUB

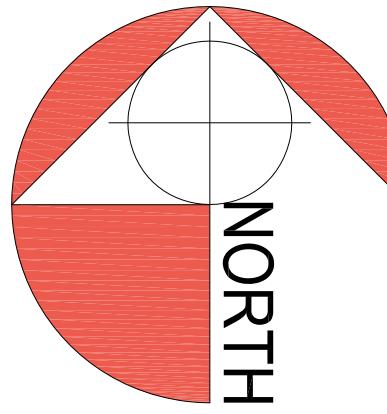
KERI LAND SURVEYING

2405 NORTHWEST 81ST AVENUE
SUNRISE, FLORIDA 33322
PHONE (954) 578-3386 FAX (954) 578-3387
CERTIFICATE OF AUTHORIZATION LB-7086
E-MAIL: KERILANDSURVEYING@YAHOO.COM



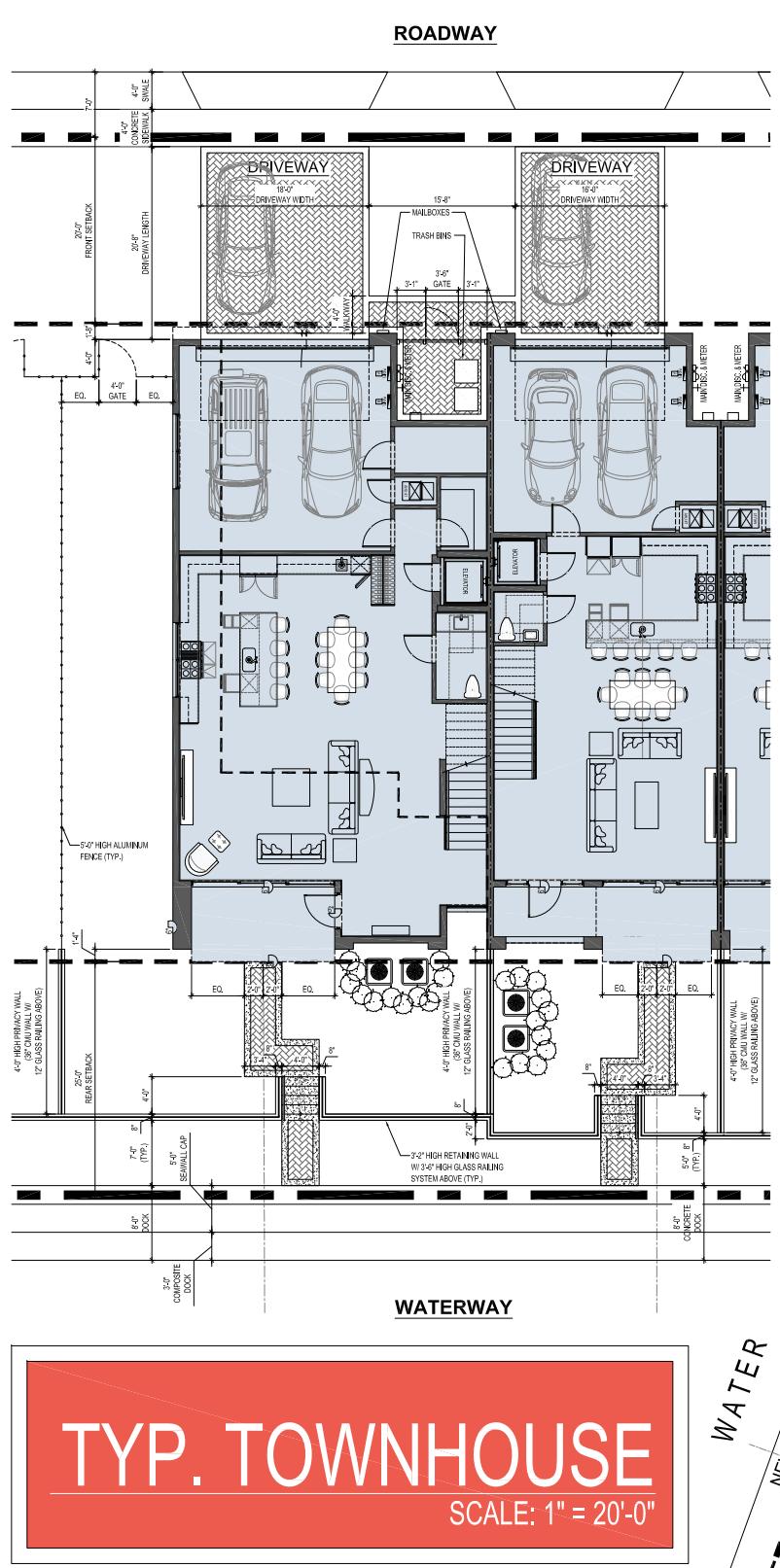
SITE NOTES

- SEE ATTACHED SURVEY FOR LEGAL DESCRIPTION
- VERIFY PROPERTY LINE DIMENSIONS WITH SURVEY
- SEE CIVIL AND LANDSCAPE PLANS FOR ANY ADDITIONAL INFORMATION REGARDING Hardscape, Drainage, Pool Construction and Design and ANY OTHER SITE SPECIFIC INFORMATION.
- SITE DRAINAGE BY CIVIL ENGINEER



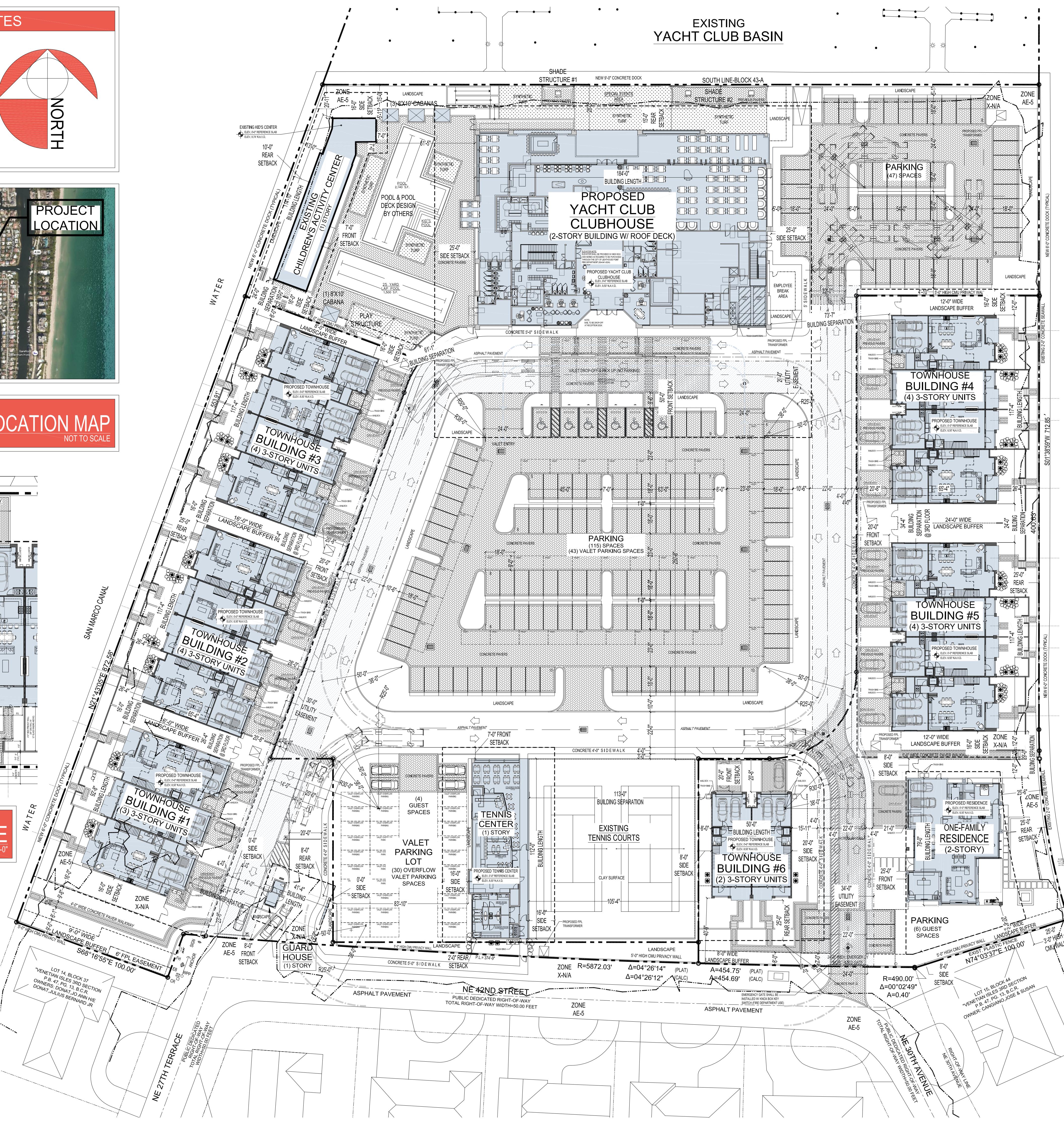
LOCATION MAP

NOT TO SCALE



TYP. TOWNHOUSE

SCALE: 1" = 20'-0"



SITE DATA

PROPERTY INFORMATION

PROPERTY ID #	4843-17-05-0090
ABBREVIATED LEGAL DESCRIPTION:	VENETIAN ISLES REPLIT 4843-1 BLD 43 & 43
EXISTING ZONING CLASSIFICATION:	B2-A PLANNED BUSINESS DISTRICT
PROPOSED ZONING CLASSIFICATION:	YACHT CLUB MIXED USE DISTRICT
EXISTING LAND USE:	COMMERCIAL RECREATION - YACHT CLUB & MARINA (PRIVATE)
PROPOSED LAND USE:	COMMERCIAL RECREATION - YACHT CLUB & MARINA (PRIVATE)
EXISTING SITE AREA:	41319 S.F. ACRES 9.486 ACRES
PROPOSED SITE AREA:	11900 S.F. ACRES 2.732 ACRES
PROPOSED:	29419 S.F. ACRES 6.754 ACRES
PROPOSED:	41319 S.F. ACRES 9.486 ACRES
PROPOSED:	11900 S.F. ACRES 2.732 ACRES
PROPOSED:	17895 S.F. ACRES 4.102 ACRES
PROPOSED:	11542 S.F. ACRES 2.352 ACRES

NEW PRIVATE YACHT CLUB

SITE AREA:	178,695 S.F. ACRES 4.102 ACRES
DESCRIPTION:	ALLOWED PROVIDED
PLOT AREA:	10,000 S.F. MIN. 178,695 S.F.
LOT COVERAGE (MAX.):	75% = 134,021.25 S.F.
YACHT CLUB CLUBHOUSE:	-
CHILDREN ACTIVITY CENTER (EXISTING BUILDING):	-
TENNIS CENTER:	-
BUILDING HEIGHT:	54'-0" ABOVE CROWN OF ADDING ROADWAY PROVIDED
YACHT CLUB CLUBHOUSE:	54'-0" MAXIMUM (ADDITIONAL 5'-0" FOR MECHANICAL)
CHILDREN ACTIVITY CENTER (EXISTING BUILDING):	54'-0" MAXIMUM
TENNIS CENTER:	54'-0" MAXIMUM PROVIDED
YACHT CLUB CLUBHOUSE:	120'-0" MAXIMUM 184'-0" (EXISTING)
CHILDREN ACTIVITY CENTER (EXISTING BUILDING):	120'-0" MAXIMUM 114'-10" (EXISTING)
TENNIS CENTER:	120'-0" MAXIMUM PROVIDED
YACHT CLUB CLUBHOUSE:	50'-0" MINIMUM 61'-1" 73"-7"
CHILDREN ACTIVITY CENTER (EXISTING):	24'-0" MINIMUM 24"-0"
TENNIS CENTER:	24'-0" MINIMUM 112'-0"
SETBACKS:	REQUIRED PROVIDED
FRONT SETBACK - YACHT CLUB CLUBHOUSE:	50'-0" FROM COMMERCIAL RECREATION LAND USE LINE 250'-8"
FRONT SETBACK - CHILDREN'S ACTIVITY CENTER:	7'-0" 61'-5"
SIDE SETBACK - YACHT CLUB:	7'-0" 7'-0"
SIDE SETBACK - CHILDREN'S ACTIVITY CENTER:	16'-0" FROM INTERNAL VEHICULAR CIRCULATION 99'-10"
SIDE SETBACK - YACHT CLUB:	16'-0" / 20'-11" 16'-0" / 20'-11"
STREET SIDE - YACHT CLUB CLUBHOUSE:	NO REQUIREMENT N/A
STREET SIDE - CHILDREN'S ACTIVITY CENTER:	NO REQUIREMENT N/A
REAR SETBACK - YACHT CLUB CLUBHOUSE:	NO REQUIREMENT 230'-6"
REAR SETBACK - KID'S CENTER:	15'-0" 20'-11"
REAR SETBACK - TENNIS CENTER:	13'-0" 20'-11"
PARKING:	REQUIRED PROVIDED
EXISTING PARKING:	197 PARKING SPACES
PARKING:	229 PARKING SPACES
- PARKING FOR PRIVATE CLUB (40,000 s.f.):	1 SPACE PER 250 GROSS S.F. = 160 SPACES
- PARKING FOR MARINA:	41 PARKING SPACES
- PARKING SPACES PER SLIP:	1 SPACE PER (2) SLIPS = 39 SPACES
- PARKING SPACES PER EMPLOYEE:	1 SPACE PER (2) EMPLOYEES = 2 SPACES
CHILDREN'S ACTIVITY CENTER (2,589 s.f.):	1 SPACE PER 250 GROSS S.F. = 1 SPACES
TENNIS CENTER (4,063 s.f.):	1 SPACE PER 250 GROSS S.F. = 1 SPACES

MULTIFAMILY (TOWNHOUSE UNITS)

SITE AREA:	115,492 S.F. ACRES 2.652 ACRES
DESCRIPTION:	ALLOWED PROVIDED
PLOT AREA:	10,000 S.F. MIN. 115,492 S.F.
UNITS PER GROSS ACREAGE:	16 UNITS PER GROSS ACRE MAXIMUM
LOT COVERAGE (MAX.):	75% = 86,618 S.F. MAXIMUM
BUILDING AREA COVERAGE:	W/ 22 UNITS = 7,304 UNITS PER ACRE 30.22% = 45,300 S.F.
(4) TOWNHOUSE BUILDING (4-UNITS):	BUILDING S.F. / TOTAL S.F. 7,636 S.F. / 30,544 S.F.
(1) TOWNHOUSE BUILDING (3-UNITS):	6,638 S.F.
(1) TOWNHOUSE BUILDING (2-UNITS):	3,240 S.F.
SINGLE FAMILY - HOME LOT #1:	4,739 S.F.
GUARD HOUSE BUILDING:	739 S.F.
SETBACKS:	REQUIRED PROVIDED
FRONT SETBACK - ONE FAMILY RESIDENCE:	25'-0" FROM INTERNAL VEHICULAR ACCESS DRIVE 25'-0"
FRONT SETBACK - TOWNHOUSES:	27'-4" 9'-2"
FRONT SETBACK - GUARD HOUSE:	8'-0" FROM RESIDENTIAL LAND USE LINE 12'-0" / 20'-8"
SIDE SETBACK - ONE FAMILY RESIDENCE:	8'-0" FROM RESIDENTIAL LAND USE LINE 8'-0"
SIDE SETBACK - TOWNHOUSES:	8'-0" FROM RESIDENTIAL LAND USE LINE 14'-10" / 8"
SIDE SETBACK - GUARD HOUSE:	NO REQUIREMENT N/A
STREET SIDE SETBACK - ONE FAMILY RESIDENCE:	20'-0" FROM INTERNAL VEHICULAR ACCESS DRIVE 23'-11"
STREET SIDE SETBACK - TOWNHOUSE:	NO REQUIREMENT N/A
REAR SETBACK - ONE FAMILY RESIDENCE:	25'-0" FROM THE WET FACE OF SEAWALL 25'-6"
REAR SETBACK - TOWNHOUSE:	25'-0" FROM THE WET FACE OF SEAWALL 25'-0"
REAR SETBACK - GUARD HOUSE:	8'-0" FROM RESIDENTIAL LAND USE LINE 8'-0"
BUILDING HEIGHT:	ALLOWED PROVIDED
- TOWNHOUSE BUILDING (ALL TYPES):	38'-0" ABOVE CROWN OF ADDING ROADWAY 38'-0"
- GUARD HOUSE:	38'-0" ABOVE CROWN OF ADDING ROADWAY 38'-0"
BUILDING LENGTH:	ALLOWED PROVIDED
- TOWNHOUSE BUILDING (ALL TYPES):	118'-4" / 92'-8" / 50'-0" 117'-4" / 92'-8" / 50'-0"
- GUARD HOUSE:	79'-0" 41'-4"
BUILDING SEPARATION:	ALLOWED PROVIDED
- TOWNHOUSE BUILDING:	16'-0" MINIMUM @ 1ST & 2ND FLOORS 16'-0" / 24'-0" @ 1ST & 2ND FLOORS
- ONE FAMILY RESIDENCE:	24'-0" MINIMUM @ 3RD FLOOR 26'-4" / 34'-0" @ 3RD FLOOR
- GUARD HOUSE:	24'-0" MINIMUM 24'-0"
PARKING:	REQUIRED PROVIDED
(1) GARAGE SPACE (2) EXTERIOR SPACES:	84 PARKING SPACES
RESIDENCES PARKING SPACES FOR UNIT:	(2) GARAGE S.P. & 2 EXTERIOR)
GUEST PARKING SPACE:	(1) GARAGE S.P. & 3 EXTERIOR)
	(3) GARAGE & 3 EXTERIOR)
	15% OF TOTAL REQUIRED = 10 PARKING SPACES 10 PARKING SPACES

FLOOR AREA:

ALLOWED:	PROVIDED
YACHT CLUB BUILDING:	30,000 S.F. UNDER AIR 32,768 S.F.
CHILDREN'S ACTIVITY CENTER (EXISTING):	7,500 S.F. UNDER AIR 2,423 S.F.
TENNIS CENTER:	7,500 S.F. UNDER AIR 2,391 S.F.
TOWNHOUSE UNITS:	MINIMUM 1,500 S.F. UNDER AIR UNIT 'A' @ 4,633 S.F. / UNIT 'B' @ 3,533 S.F.
ONE-FAMILY RESIDENCE:	MINIMUM 1,500 S.F. UNDER AIR 6,320 S.F.
GUARD HOUSE:	MAXIMUM 1,000 S.F. GROSS 774 S.F.
PLAY STRUCTURE:	MAXIMUM 1,000 S.F. GROSS 740 S.F.
POOL AREA - CABANA STRUCTURES:	MAXIMUM 1,000 S.F. GROSS 80 S.F. X 4 CABANAS = 320 S.F.
SPECIAL EVENT - SHADE STRUCTURES:	MAXIMUM 1,000 S.F. GROSS SHADE #1 @ 243 S.F. / SHADE #2 @ 700 S.F.

PERVIOUS & LANDSCAPE (ENTIRE SITE)

PERVIOUS-RESIDENTIAL SITE:	REQUIRED PROVIDED
TOTAL PERVIOUS AREA:	30% (of 115,492 S.F.) = 34,647.6 S.F.
- GREEN:	40,690" = 46,900 S.F.
PERVIOUS ENTIRE SITE:	40,690" = 46,900 S.F.
TOTAL PERVIOUS AREA:	25% (of 294,187 S.F.) = 73,546.75 S.F.
- GREEN AREA:	28.77% = 64,629 S.F.
- SYNTHETIC GRASS:	0.2% = 446 S.F.
- POOL AREA:	0.30% = 872 S.F.
- KIDS PLAY AREA:	1.18% = 3,482 S.F.
- SPECIAL EVENT AREA:	2.39% = 720 S.F.
- STABILIZED SOIL OVERFLOW AREA:	REQUIRED PROVIDED
LANDSCAPE:	2'-0" BUFFER (4,388 S.F.)
- PERIMETER (MIN.):	2'-0" BUFFER (4,388 S.F.)
- INTERIOR (MIN.):	10% (of 212,886 S.F.) = 21,886.61 S.F.
	30.51% = 64,954 S.F.



REVISIONS:
12-15-2019
12-19-2019
12-25-2020
1-19-2020

ZONING SUBMITTAL:
ZONING SUBMITTAL
ZONING SUBMITTAL

#18036

INTELAE

architecture + energy of intelligence
YACHT CLUB & TOWN HOMES
2701 N.E. 42nd STREET
LIGHTHOUSE POINT, FL 33064

DATE:
4-29-2019
DRAWN CHECKED: LNU / TRF / RUR
CONSTRUCTION:
energy

architect
DATE:
4-29-2019
DRAWN CHECKED: LNU / TRF / RUR
CONSTRUCTION:
energy

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SP1.0

January 5, 2021 Planning and Zoning Board

Some documents were unable to be posted online due to their size.

Please contact the City Clerk's Office at 954-943-6500 for further instructions on how to review these additional materials.