



**FUNDING AGREEMENT BETWEEN BROWARD COUNTY AND 1055 N FEDERAL, LLC
(The Cove)**

This Funding Agreement (“Agreement”) by and between Broward County, a political subdivision of the State of Florida (“County”), and 1055 N Federal, LLC, a Florida limited liability company (“Owner”), is entered into and effective as of _____, 2025 (“Effective Date”). County and Owner are each a “Party” and collectively referred to as the “Parties.”

RECITALS

A. County’s Housing Finance Division (“Division”) administers the housing programs of Broward County and facilitates funding for the construction and/or preservation of new affordable multifamily rental units to serve very low, low, and moderate-income families.

B. This Agreement is entered into to provide funding for a mixed-use, mixed income project located in the City of Fort Lauderdale, Florida (“City”), which shall contain a minimum of 376 rental units (which number of units may be reduced in connection with any changes required by the applicable governmental authorities (including any of the various disciplines within the building department) for the issuance of a building permit; provided, however, in no event shall the total number of rental units be less than 365) (“Total Dwelling Units”). The project will also include ground level commercial and amenity space, a parking garage, and other improvements, as depicted on the preliminary Site Plan and project description attached hereto as Exhibit A and made part hereof (including the Total Dwelling Units, the “Project”).

C. Owner owns certain real property with street addresses of 1055 N Federal Hwy (Parcel ID # 494236090030) and NE 18 Ave (Parcel ID # 494236090191), all located in the City, as more particularly described in Exhibit B, attached hereto and made part hereof (“Property”), upon which the Project shall be constructed.

D. Owner has identified a gap in funding to meet Owner’s financial obligations for the development of the Project. The Parties agree that there exists a severe shortage of housing affordable to residents of low or moderate income, and that development of this Project will assist in alleviating the shortage of affordable housing in Broward County. Owner requests County provide funding for a period of up to thirty (30) years, in the amount equal to fifty percent (50%) of the County’s real property ad valorem annual tax increment revenue from the Project, up to a maximum funding amount of \$5,450,000.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1. DEFINITIONS

1.1. AMI or Area Median Income means the Broward County Area Median Income as set forth each year by the Department of Housing and Urban Development.

1.2. Applicable Law means all applicable laws, codes, advisory circulars, rules, regulations, and ordinances of any federal, state, county, municipal, or other governmental entity, as may be amended.

1.3. Board means the Broward County Board of County Commissioners.

1.4. Contract Administrator means the Director of the Housing Finance Division or such person's successor as designated by the County Administrator in writing.

1.5. County Administrator means the administrative head of Broward County appointed by the Board of County Commissioners.

1.6. Declaration of Restrictive Covenants means that certain declaration of covenants and restrictions by Owner in favor of County to be recorded in the Official Records of Broward County on or before the date on which Owner closes on its construction financing.

1.7. Site Plan means the plans and specifications for the Project, and any part thereof, in sufficient detail and specificity to be filed with Owner's application for a permit and used for construction of the Project, the initial version of which is attached hereto as Exhibit A, and as may be revised from time to time subject to review and approval of the governmental authority having jurisdiction over the Project.

1.8. Unavoidable Delay means events or conditions or any combination which are beyond the reasonable control of the affected Party including but not limited to: fire, floods, embargoes, war, acts of war (whether war be declared or not), acts of terrorism, pandemics (to the extent that such delays from pandemics result in the unavailability or delay of governmental authorities to grant approvals or to perform inspection and/or the unavailability or delay of design professionals, engineers, contractors or laborers), insurrections, riots, civil commotions, strikes, lockouts or other labor disturbances, acts of God or acts, omissions, or delays in acting by any governmental authority. For each instance of Unavoidable Delay, Owner shall provide to County documentation on a continuous basis (for as long as the delay continues), no less than monthly, indicating the cause of the Unavoidable Delay and Owner's efforts to move forward the Project.

ARTICLE 2. PROJECT

2.1. Scope of Services. Owner shall complete the Project as described in Exhibit A consistent with the Site Plan, and all work specified in this Agreement inclusive of the exhibits. Unless stated otherwise in this Agreement, the work required of Owner includes all labor, materials, and tasks, whether or not enumerated in the Agreement, that are such an inseparable part of the work expressly stated in the Agreement that exclusion thereof would render Owner's performance impractical, illogical, or unconscionable. Owner is solely responsible for implementing the Project and conforming same to Applicable Law in accordance with the Site Plan.

2.2. Contract Administrator Authority. The Contract Administrator is authorized to coordinate and communicate with Owner to manage and supervise the performance of this Agreement. Unless expressly stated otherwise in this Agreement or otherwise set forth in an applicable

provision of the Broward County Procurement Code, Broward County Code of Ordinances, or Broward County Administrative Code, the Contract Administrator may exercise any ministerial authority in connection with the day-to-day management of this Agreement.

ARTICLE 3. FINANCIAL CONTRIBUTIONS

3.1. To help facilitate the development of the Project and to provide additional capital resources which shall be used by the Owner to fund such development, the County agrees to pay, for a period of up to thirty (30) years, an amount equal to fifty percent (50%) of the tax increment revenue (based off of the increase in the assessed value of the Property over the assessed value of the Property as of the Effective Date of this Agreement) received by the County that is generated by the Project, the total aggregate amount of which shall not exceed Five Million Four Hundred Fifty Thousand Dollars (\$5,450,000) ("County Contribution"). The Parties agree to calculate the payments for the County Contribution as shown in the example set forth in Exhibit D, attached hereto and made a part hereof, which exhibit shows the estimated tax increment value (the difference between the assessed value on the Effective Date and the assessed value when the Project is complete) and the resulting estimated tax increment revenue to be paid to the County.

3.2. No portion of the County Contribution shall be due or paid until the Project has been completed ("Project Completion"), as reasonably determined by County after receipt and submission by Owner of the following documentation, which must be submitted electronically (and yearly as applicable for subsections (d) and (e)) by Owner in a format reasonably acceptable to County:

- a. Submission of record or "as built" Project drawings, signed and sealed by a professional engineer, documentation that the Project is complete and operational and in substantial conformance with the Site Plan;
- b. Documentation indicating the entire Project has received temporary Certificates of Occupancy;
- c. Documentation indicating the inclusion of the entire Project on the Broward County Property Appraiser's ad valorem tax roll;
- d. Documentation indicating Owner has paid all ad valorem taxes on the Property each year; and
- e. Any additional documentation and information that County reasonably requests.

3.3. Project Completion must be achieved no later than eight (8) years after the Effective Date of this Agreement (or such longer time period, if any, approved in writing by the County Administrator), subject only to Unavoidable Delays. If Project Completion is not timely achieved pursuant to this article, County shall have no obligation to pay any County Contribution and this Agreement shall automatically terminate. If Project Completion is timely achieved pursuant to

this article, commencing with the first calendar year after Project Completion in which the Project appears on the Broward County Property Appraiser's tax roll ("Year 1"), County shall provide annual funding to Owner in an amount equal to 50% of the County's share of the tax increment revenue generated from the Property for that year, based upon the real property identified in Exhibit B, until the total County Contribution has been paid. The final payment shall be only that portion of the applicable annual real property ad valorem tax increment revenue necessary to achieve a total County Contribution of Five Million Four Hundred Fifty Thousand Dollars (\$5,450,000). Owner shall invoice County for each payment due under this article no earlier than April 1 of each applicable calendar year, and County shall pay the amount due within thirty (30) days after receipt of a proper invoice. By way of example only, if Project Completion is achieved June 1, 2028, the first year the Project would be included in the tax roll would be calendar year 2029, and Owner would invoice the County on April 1, 2030.

3.4. County shall, in its sole discretion, determine the source(s) of funds used to provide the County Contribution. If requested by County, Owner shall provide documentation in order to substantiate the County Contribution calculation set forth in Exhibit D.

3.5. Owner is solely responsible for any obligations under all development and construction agreements for the Project and any and all payments due to any consultants or vendors related to the Project, and County has no responsibility for any such amounts.

3.6. All of the terms and provisions of this Agreement shall be subordinate to the Project's first mortgage lender and the rights granted under the first mortgage loan documents.

ARTICLE 4. AFFORDABILITY REQUIREMENTS

4.1. Restrictive Covenant. On or prior to the date on which Owner closes on its construction financing, Owner shall, at its own expense, record a Declaration of Restrictive Covenants on the Property in the Official Records of Broward County, in the form attached hereto as Exhibit C, which shall remain in effect for a period of 30 years following Project Completion ("Land Use Restriction Period") and contain the following requirements:

- a. 55% of the Total Dwelling Units shall be rented to one or more natural persons or a family whose total annual adjusted gross household income does not exceed 120% of the AMI, adjusted for family size ("Workforce Units"). In no event shall there be less than 200 Workforce Units.
- b. The remaining Total Dwelling Units may be unrestricted.
- c. Owner shall ensure that the Workforce Units are occupied by eligible households at the time of initial occupancy by each new tenant during the Land Use Restriction Period. The maximum rent the Owner may charge for any of the Workforce Units shall be governed by the rent limit amounts established annually by the Florida Housing Finance Corporation for the type and size of unit, for Broward County, Fort Lauderdale.

- d. While the County is the beneficiary of the Declaration of Restrictive Covenants, it is acknowledged that the Workforce Units may also be used to satisfy the requirements set forth in a separate covenant recorded by any third party providing funding for this Project.

4.2. By March 1st following the one-year anniversary of the Project Completion date, and thereafter by March 1st of each year during the Land Use Restriction Period, Owner shall provide the County with an annual report certifying compliance of the workforce housing requirements found in this Article 4. The annual report to the County shall identify the following: (i) which units are Workforce Units; (ii) the monthly rent for each Workforce Unit; (iii) vacancy information for each year for the prior year; (iv) monthly income for tenants of each Workforce Unit; and (v) such other information as may be reasonably required by the County to determine compliance with the terms and conditions of this Agreement, while ensuring the privacy of the applicable tenants.

4.3. The obligations under this Article 4 shall be in effect during the entirety of the Land Use Restriction Period and shall survive the termination of this Agreement.

ARTICLE 5. TERM AND TIME OF AGREEMENT

5.1. Term. Unless terminated earlier as provided herein, the term of this Agreement shall expire on the date the County makes the total amount of the County Contribution to the Owner. Within fifteen (15) days after Owner's receipt of the final installment of total amount of the County Contribution, Owner shall provide County with written notice confirming termination of this Agreement.

5.2. Fiscal Year. The continuation of this Agreement beyond the end of any County fiscal year (October 1 through September 30) shall be subject to both the appropriation and the availability of funds, in accordance with Chapter 129, Florida Statutes.

5.3. All duties, obligations, and responsibilities of Owner required by this Agreement shall remain in full force and effect throughout the term of this Agreement.

5.4. Time is of the essence for all performance required under this Agreement.

ARTICLE 6. TERMINATION

This Agreement may be terminated for cause by the aggrieved Party if the Party in breach has not corrected the breach within thirty (30) days after receipt of written notice from the aggrieved Party identifying the breach; provided, however, that if such breach is not reasonably capable of being cured or corrected within such thirty (30) day period, and the defaulting Party is diligently pursuing a cure, such thirty (30) day period shall be extended for such time as reasonably necessary, not to exceed ninety (90) days. If this Agreement is terminated, County shall not pay any unpaid portion of the County Contribution and shall have no further financial obligation to Owner under this Agreement.

**ARTICLE 7. ACCESS TO RECORDS, ANNUAL REPORTING,
AND OWNERSHIP OF DOCUMENTS**

7.1. Notwithstanding any other provision in this Agreement, any action taken by County in compliance with, or in a good faith attempt to comply with, the requirements of Chapter 119, Florida Statutes, shall not constitute a breach of this Agreement. If Owner is acting on behalf of County as stated in Section 119.0701, Florida Statutes, Owner shall:

- a. Keep and maintain public records required by County to perform the services pursuant to this Agreement;
- b. Upon request from County, provide County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by Applicable Law;
- c. Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by Applicable Law for the duration of this Agreement and after completion or termination of this Agreement if the records are not transferred to County; and
- d. Upon expiration of the term of this Agreement or termination of this Agreement, transfer to County, all public records in possession of Owner or keep and maintain public records required by County to perform the services. If Owner transfers the records to County, Owner shall destroy any duplicate public records that are exempt or confidential and exempt. If Owner keeps and maintains the public records, Owner shall meet all requirements of Applicable Law for retaining public records. All records stored electronically must be provided to County upon request in a format that is compatible with the information technology systems of County.

If Owner receives a request for public records regarding this Agreement or the services, Owner shall notify the Contract Administrator in writing and provide all requested records (to the extent such records are in Owner's possession or control) to County to enable County to timely respond to the public records request. County will respond to all such public records requests.

Owner must separately submit and conspicuously label as "RESTRICTED MATERIAL – DO NOT PRODUCE" any material (a) that Owner contends constitutes or contains its trade secrets under Chapter 688, Florida Statutes, or (b) for which Owner asserts a right to withhold from public disclosure as confidential or otherwise exempt from production under Florida public records laws (including Chapter 119, Florida Statutes) (collectively, "Restricted Material"). In addition, Owner must, simultaneous with the submission of any Restricted Material, provide a sworn declaration or affidavit in a form acceptable to County from a person with personal knowledge attesting that the Restricted Material constitutes trade secrets or is otherwise exempt or confidential under Florida public records laws, including citing the applicable Florida statute and specifying the

factual basis for each such claim. Upon request by County, Owner must promptly identify the specific applicable statutory section that protects any particular document. If a third party submits a request to County for records designated by Owner as Restricted Material, County shall refrain from disclosing such material unless otherwise ordered by a court of competent jurisdiction, authorized in writing by Owner, or the claimed exemption is waived. Any failure by Owner to strictly comply with the requirements of this section shall constitute Owner's waiver of County's obligation to treat the records as Restricted Material. Owner must indemnify and defend County and its employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments, and liabilities of any kind, including attorneys' fees, litigation expenses, and court costs, relating to nondisclosure of Restricted Material in response to a third-party request.

IF EITHER PARTY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO A PARTY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE BROWARD COUNTY CUSTODIAN OF PUBLIC RECORDS, RALPH STONE, AT 954-357-4900, RSTONE@BROWARD.ORG, 110 NE 3RD ST, SUITE 300, FORT LAUDERDALE, FLORIDA 33301.

7.2. Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of County. If a copyright is claimed, Owner grants to County a perpetual nonexclusive license to use the copyrighted item(s), to prepare derivative works, and to make and distribute copies to the public. In the event of termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by any consultant, vendor, or Owner, and provided to County under this Agreement, whether finished or unfinished, shall become the property of County.

ARTICLE 8. GOVERNMENTAL IMMUNITY AND INSURANCE

8.1. Except to the extent sovereign immunity may be deemed waived by entering into this Agreement, nothing herein is intended to serve as a waiver of sovereign immunity by County nor shall anything included herein be construed as consent by County to be sued by third parties in any matter arising out of this Agreement.

8.2. Owner agrees to purchase and maintain, and shall cause its contractors and subcontractors to purchase and maintain, in full force and effect, such insurance policies and endorsements with coverages as required by Owner's first mortgage lender. All insurance shall be obtained from financially responsible insurance companies either duly authorized under the laws of the State of Florida to do insurance business in the State of Florida (or subject to legal process in the State of Florida) and shall be issued and countersigned by duly authorized representatives of such companies for the State of Florida.

ARTICLE 9. REPRESENTATIONS AND WARRANTIES

9.1. Representation of Authority. Owner represents and warrants that this Agreement constitutes the legal, valid, binding, and enforceable obligation of Owner, and that neither the

execution nor performance of this Agreement constitutes a breach of any agreement that Owner has with any third party or violates Applicable Law. Owner further represents and warrants that execution of this Agreement is within Owner's legal powers, and each individual executing this Agreement on behalf of Owner is duly authorized by all necessary and appropriate action to do so on behalf of Owner and does so with full legal authority.

9.2. Contingency Fee. Owner represents and warrants that it has not employed or retained any person or entity, other than a bona fide employee working solely for Owner, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person or entity, other than a bona fide employee working solely for Owner, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

9.3. Public Entity Crime Act. Owner represents that it is familiar with the requirements and prohibitions under the Public Entity Crime Act, Section 287.133, Florida Statutes, and represents that its entry into this Agreement will not violate that statute. Owner further represents that there has been no determination that it committed a "public entity crime" as defined by Section 287.133, Florida Statutes, and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether Owner has been placed on the convicted vendor list.

9.4. Claims Against Contractor. Owner represents and warrants that there is no action or proceeding, at law or in equity, before any court, mediator, arbitrator, governmental or other board or official, pending or, to the knowledge of Owner, threatened against or affecting Owner, the outcome of which may (a) affect the validity or enforceability of this Agreement, (b) materially and adversely affect the authority or ability of Owner to perform its obligations under this Agreement, or (c) have a material and adverse effect on the consolidated financial condition or results of operations of Owner or on the ability of Owner to conduct its business as presently conducted or as proposed or contemplated to be conducted.

9.5. Breach of Representations. Owner acknowledges that County is materially relying on the representations, warranties, and certifications of Owner stated in this article, and County shall be entitled to exercise any or all of the following remedies if any such representation, warranty, or certification is untrue: (a) recovery of damages incurred; (b) termination of this Agreement without any further liability to Owner; (c) set off from any amounts due Owner the full amount of any damage incurred; and (d) debarment of Owner.

9.6. Discriminatory Vendor and Scrutinized Companies Lists; Countries of Concern. Owner represents that it is not a "scrutinized company" pursuant to Sections 215.473 or 215.4725, Florida Statutes. Owner represents and certifies that it is not, and for the duration of the term will not be, ineligible to contract with County on any of the grounds stated in Section 287.135, Florida Statutes. Owner represents that it is, and for the duration of the term will remain, in compliance with Section 286.101, Florida Statutes.

9.7. Verification of Employment Eligibility. Owner represents that Owner and each subcontractor have registered with and use the E-Verify system maintained by the United States Department of Homeland Security to verify the work authorization status of all newly hired

employees in compliance with the requirements of Section 448.095, Florida Statutes, and that entry into this Agreement will not violate that statute. If Owner violates this section, County may immediately terminate this Agreement for cause and Owner shall be liable for all costs incurred by County due to the termination.

9.8. Prohibited Telecommunications. Owner represents and certifies that Owner and all subcontractors do not use, and for the term will not provide or use, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 C.F.R. §§ 52.204-24 through 52.204-26.

ARTICLE 10. MISCELLANEOUS

10.1. Assignment. Neither this Agreement nor any right or interest in it may be assigned, transferred, subcontracted, or encumbered by Owner without the prior written consent of County, which consent shall not be unreasonably withheld, conditioned, or delayed. Any assignment, transfer, encumbrance, or subcontract in violation of this section shall be void and ineffective, constitute a breach of this Agreement, and permit County to immediately terminate this Agreement, in addition to any other remedies available to County at law or in equity. Notwithstanding anything in the foregoing to the contrary, the Parties acknowledge and agree that Owner may assign and/or pledge its right, title, and interest in and to this Agreement to Owner's first mortgage lender providing construction, bridge, or permanent financing for the Project without the County's consent, but with prior written notice to County.

10.2. Audit Rights. The County shall have the right to audit the books, records, and accounts of the Owner pertaining to Owner's compliance with the affordability requirements set forth in this Agreement and the Declaration of Restrictive Covenants. Owner shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the affordability requirements. All such books, records, and accounts of Owner shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, Owner shall make same available at no cost to County in written form. Owner shall provide County with reasonable access to Owner's facilities, and County shall be allowed to interview all current or former employees to discuss matters pertinent to the affordability requirements under this Agreement and the Declaration of Restrictive Covenants. The provisions of this Section 10.2 shall be in effect throughout the Land Use Restriction Period and survive the termination of this Agreement and any dispute or litigation between the Parties.

10.3. Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth in this Agreement was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth in this Agreement is substantial and important to the formation of this Agreement, and each is, therefore, a material term. County's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of this Agreement. To be effective, any waiver must be in writing signed by an authorized signatory of the Party granting the waiver.

10.4. Notice and Payment Addresses. Unless otherwise stated herein, for notice to a Party to be effective under this Agreement, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via email, to the addresses listed below and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). Addresses may be changed by the applicable Party giving notice of such change in accordance with this section.

NOTICE TO COUNTY:

Director, Housing Finance Division
110 N.E. 3rd Street, Suite 300
Fort Lauderdale, Florida 33301
Email address: rstone@broward.org

With copy to:

Monica Cepero, Broward County Administrator
115 South Andrews Avenue, Suite 409
Fort Lauderdale, Florida 33301
Email: mcepero@broward.org

NOTICE TO OWNER:

1055 N Federal, LLC
c/o Affiliated Development
613 NW 3rd Ave., #104
Fort Lauderdale, Florida 33311
Attn: Jeffrey Burns
Email: jburns@affiliateddevelopment.com

With copy to:

Stearns Weaver Miller Weissler Alhadeff & Sitterson, P.A.
150 West Flagler Street, Suite 2200
Miami, Florida 33130
Attn: Brian McDonough, Esq.
Email: bmcdonough@stearnsweaver.com

10.5. Compliance with Laws. Owner and the services must comply with all Applicable Law, including, without limitation, the Americans with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and the requirements of any applicable grant agreements.

10.6. Independent Contractors. Owner and County are independent contractors, and nothing in this Agreement shall constitute or create a partnership, joint venture, or any other relationship between the Parties. Neither Owner nor its agents shall act as officers, employees, or agents of County. Owner and County shall not have the right to bind the other Party to any obligation not expressly undertaken by that Party under this Agreement.

10.7. Third-Party Beneficiaries. Neither Owner nor County intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

10.8. Severability. If any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

10.9. Joint Preparation. This Agreement has been jointly prepared by the Parties, and shall not be construed more strictly against either Party.

10.10. Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached to, referenced by, or incorporated in this Agreement and any provision within an article or section of this Agreement, the article or section shall prevail and be given effect.

10.11. Interpretation. The titles and headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Agreement, such reference is to the section or article as a whole, including all subsections thereof, unless the reference is made to a particular subsection or subparagraph of such section or article. Any reference to "days" means calendar days, unless otherwise expressly stated. Any reference to approval by County shall require approval in writing, unless otherwise expressly stated.

10.12. Law, Jurisdiction, Venue, Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **EACH PARTY HEREBY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

10.13. Prior Agreements. This Agreement represents the final and complete understanding of the Parties regarding the subject matter of this agreement and supersedes all prior and contemporaneous negotiations and discussions regarding same. All commitments, agreements, and understandings of the Parties concerning the subject matter of this Agreement are contained herein.

10.14 Amendments. Unless expressly authorized herein, no modification, amendment, or alteration of any portion of this Agreement is effective unless contained in a written document executed with the same or similar formality as this Agreement and by duly authorized representatives of County and Owner.

10.15. Permitted Amendments.

a. Technical Amendments. In the event of minor inaccuracies in this Agreement, amendments necessary to correct such inaccuracies may be made and incorporated herein provided they do not alter the substance of this Agreement or impose any additional, material financial risk on County. The County Administrator is authorized to approve these technical amendments on behalf of County and to execute any necessary instruments to incorporate such amendments into this Agreement, subject to review and approval as to legal sufficiency by the Office of the County Attorney.

b. Tax-Related Amendments. The County Administrator is also authorized to approve and execute any amendments to this Agreement that are necessary for Owner to adequately document, to the reasonable satisfaction of Owner's tax counsel, the federal income tax treatment of all or any portion of the County Contribution paid by County to Owner. These amendments must not materially change the terms of this Agreement or impose any additional, material financial risk on the County, and they are subject to review and approval for legal sufficiency by the Office of the County Attorney.

10.16. Incorporation by Reference. Any and all Recital clauses stated above are true and correct and are incorporated in this Agreement by reference. The attached Exhibits are incorporated into and made a part of this Agreement.

10.17. Multiple Originals and Counterparts. This Agreement may be executed in multiple originals or in counterparts, whether signed physically or electronically; each of which shall be deemed to be an original, and all of which, taken together, shall constitute one and the same agreement.

10.18. County Administrator Execution Authority. In addition to the execution authority set forth in Section 10.15 of this Agreement, the County Administrator is authorized to execute subordination agreements in favor of senior lenders providing financing for this Project or as required by the State of Florida, subject to the review and approval as to legal sufficiency of the County Attorney.

10.19. Anti-Human Trafficking. By execution of this Agreement by the undersigned authorized representative of Owner, Owner hereby attests under penalty of perjury that Owner does not use coercion for labor or services, as such terms are defined in Section 787.06, Florida Statutes; under penalties of perjury, the undersigned authorized representative of Owner declares that they have read the foregoing statement and that the facts stated in it are true.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its County Administrator, authorized to execute same by Board action on the ____ day of _____, 20__, and Owner, signing by and through its duly authorized representative.

COUNTY

BROWARD COUNTY, by and through
its County Administrator

By: _____
County Administrator

____ day of _____, 2025

Approved as to form by
Andrew J. Meyers
Broward County Attorney
115 South Andrews Avenue, Suite 423
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600

By Christina A. Price Digitally signed by Christina A. Price
Date: 2025.01.14 10:52:32 -05'00'
Christina A. Price (Date)
Senior Assistant County Attorney

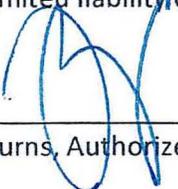
By Annika E. Ashton Digitally signed by Annika E. Ashton
Date: 2025.01.14 10:52:46 -05'00'
Annika E. Ashton (Date)
Deputy County Attorney

CAP
#1136899v3
The Cove Funding Agreement
01/09/2025

FUNDING AGREEMENT BETWEEN BROWARD COUNTY AND 1055 N FEDERAL, LLC
(The Cove)

OWNER

1055 N Federal, LLC, a
Florida limited liability company

By: 
Jeffrey Burns, Authorized Signatory

14 day of January, 2025

EXHIBIT A – Scope of Services

The Project: Consists of an eight-story mixed use multifamily development with a minimum of 376 residential 1-, 2-, and 3-bedroom units (which number of units may be reduced in connection with any changes required by the applicable governmental authorities (including any of the various disciplines within the building department) for the issuance of a building permit; provided, however, in no event shall the total number of residential units be less than 365), with an attached parking structure containing approximately 540 spaces and an approximately 1,370 square foot ground floor retail space.

Restrictions: The development shall include a minimum of 376 residential units (which number of units may be reduced in connection with any changes required by the applicable governmental authorities (including any of the various disciplines within the building department) for the issuance of a building permit; provided, however, in no event shall the total number of residential units be less than 365) of which 55 % shall be restricted to 120% of the AMI, for 30 years after completion of the Project.

Property:

PARCEL	ADDRESS	FOLIO
Parcel 1	1055 N Federal Hwy Fort Lauderdale, FL 33304	494236090030
Parcel 2	NE 18 Ave Fort Lauderdale, FL 33304	494236090191

EXHIBIT B – Legal Description

The Property referred to herein below is situated in the County of BROWARD, State of Florida, and is described as follows:

PARCEL 1:

portion of Lot 1, LAKE PARK - UNIT 1, according to the Plat thereof, as recorded in Plat Book 23, page 36, of the Public Records of Broward County, Florida, described as follows: COMMENCING at the intersection of the West boundary of Lot 1 and the westerly right-of-way line of Federal Highway (U.S. No. 1), thence northeasterly along said westerly right-of-way line, an arc distance of 75.00 feet, to the POINT OF BEGINNING; thence continuing northeasterly along the said westerly right-of-way line to a point, said point being 710.91 feet south of the northeast corner of said Lot 1; thence West and parallel with the north boundary of said Lot 1, a distance of 289.00 feet to the West boundary of said Lot 1; thence South along said West boundary, a distance of 315.39 feet to a point; thence southeasterly with an included angle of 161° 58' 50", a distance of 191.88 feet to the POINT OF BEGINNING.

PARCEL 2:

A portion of Tract 2, LAKE PARK - UNIT 1, according to the Plat thereof, as recorded in Plat Book 23, page 36, of the Public Records of Broward County, Florida, more fully described as follows: COMMENCING at the southwest corner of the underlying plat of PROGRESSO, according to the Plat thereof, as recorded in Plat Book 2, page 18, of the Public records of Miami-Dade County, Florida; thence North 02°07'50" West, on the West line of said Tract 2, a distance of 155.85 feet; thence North 87°52'10" East, a distance of 135.00 feet to the POINT OF BEGINNING; thence continuing North 87°52'10" East, a distance of 122.45 feet; thence North 41°17'49" East, a distance of 61.90 feet; thence North 02°07'50" West, on the West line of said Tract 2, a distance of 239.19 feet; thence South 87°52'10" West, on the easterly extension of the North right-of-way line of former N.E. 11th Street as shown on said Plat of PROGRESSO and along said North right-of-way line, a distance of 165.00 feet; thence South 02°07'50" East, on a line 135.00 feet east of and parallel with the West line of said Tract 2, a distance of 284.15 feet to the POINT OF BEGINNING.

ALSO KNOWN AS:

A parcel of land, being portions of Tracts 1 and 2, LAKE PARK - UNIT 1, according to the Plat thereof, as recorded in Plat Book 23, page 36 of the Public Records of Broward County, Florida, being more particularly described as follows: COMMENCE at the intersection of the West line of said Tract 1 and the westerly Right-of-Way line of State Road No. 5 (U.S. Highway No. 1), as shown on the Florida Department of Transportation Right-of-Way Map, Section 86020-2107, Sheet 6 of 11, last revision date January, 1953 (said point being on the arc of a curve with a radial line through said point bearing South 36°40'15" East); thence along said Right-of-Way line and

northeasterly along the arc of said curve being concave to the northwest, having a radius of 666.78 feet, a central angle of $6^{\circ}24'46''$, an arc distance of 74.63 feet to the POINT OF BEGINNING; thence North $20^{\circ}09'02''$ West, 190.55 feet to a point on the aforementioned West line of Tract 1; thence along said line, North $2^{\circ}07'52''$ West, 41.20 feet; thence South $41^{\circ}17'47''$ West, 61.90 feet; thence South $87^{\circ}52'08''$ West, 122.45 feet; thence North $2^{\circ}07'52''$ West, 284.15 feet; thence North $87^{\circ}52'08''$ East, 165.00 feet to a point on the aforementioned West line of Tract 1; thence along said line, North $2^{\circ}07'52''$ West, 35.01 feet to a point on the South line of Parcel "A", VILLAGE SHOPS, according to the Plat thereof, as recorded in Plat Book 118, page 27 of the Public Records of Broward County, Florida; thence along said line, North $88^{\circ}26'53''$ East, 288.63 feet to the intersection with the aforementioned westerly Right-of-Way line for State Road No. 5 (said point being on the arc of a non-tangent curve with a radial line through said point bearing North $88^{\circ}43'14''$ East); thence along said line and southwesterly along the arc of said curve being concave to the northwest, having a radius of 666.78 feet, a central angle of $48^{\circ}11'45''$, an arc distance of 560.88 feet to the Point of Beginning.

EXHIBIT C – Form of Declaration of Restrictive Covenants

(See Attached)

Document prepared by:
Christina A. Price
Office of County Attorney
115 South Andrews Avenue, Suite 423
Fort Lauderdale, Florida 33301

Return recorded document to:
Suzanne Fejes
Housing Finance Division
110 N.E. 3rd Street, Suite 300
Fort Lauderdale, Florida 33301

Tax Parcel Number(s):
494236090030
494236090191

(For Recorder's Use Only)

DECLARATION OF COVENANTS AND RESTRICTIONS
(The Cove)

This Declaration of Covenants and Restrictions ("Declaration") is made this ____ day of _____, 2025, by 1055 N Federal, LLC, a Florida limited liability company, and its successors and assigns ("Owner").

WITNESSETH:

- A. Owner is the fee simple owner of the parcel of real property located in Fort Lauderdale, Florida, as more particularly described on Exhibit A attached hereto and made a part hereof ("Property").
- B. Owner entered into that certain Funding Agreement dated as of the ____ day of _____, 2025 ("Funding Agreement") under which Broward County, a political subdivision of the State of Florida ("County"), has agreed to provide funding to Owner in connection with the construction and development of a mixed-use, mixed income project on the Property which shall contain a minimum of 376 rental units ("Total Dwelling Units"), ground level commercial and amenity space, a parking garage, and other improvements ("Project").
- C. Pursuant to the Funding Agreement, the County has agreed to provide funding to Owner for a period of time as set forth in the Funding Agreement, in the amount equal to 50% of the County's tax increment revenue from the Project, up to a maximum funding amount of \$5,450,000 ("Rebate Payment").

- D. Owner and the County desire to ensure that the Property is and shall be held, transferred, sold, conveyed, leased, mortgaged, used, and improved subject to certain covenants, restrictions, and other requirements, as set forth in this Declaration.

NOW, THEREFORE, Owner declares that the Property and any portion thereof shall be held, transferred, sold, conveyed, leased, mortgaged, used, and improved in full compliance with the covenants and restrictions, which run in favor of County, and other requirements, all as set forth in this Declaration.

1. The foregoing recitations are true and correct and are hereby incorporated herein by this reference.
2. Restrictive Covenants. The Property shall only be used for the purpose of constructing and operating approximately 376 multi-family rental units (each, a "Unit"), to be rented subject to the following restrictions:
 - a. 55% of the Total Dwelling Units shall be rented to one or more natural persons or a family whose total annual adjusted gross household income does not exceed 120% of the AMI, adjusted for family size ("Workforce Units"). In no event shall there be less than 200 Workforce Units.
 - b. The remaining Units shall be unrestricted.
 - c. Owner shall ensure that the Workforce Units are occupied by eligible households at the time of initial occupancy by each new tenant during the Land Use Restriction Period. The maximum rent the Owner may charge for any one of the Workforce Units shall be governed by the rent limit amounts established annually by the Florida Housing Finance Corporation for the type and size of unit, for Broward County, Fort Lauderdale.
3. At all times during the Land Use Restriction Period (as herein defined), Owner shall ensure that all Units comply with the rental restrictions in Section 2 of this Declaration and Article 4 of the Funding Agreement.
4. This Declaration shall be effective upon recordation in the Official Records of Broward County, Florida, and shall be effective for a period of thirty (30) years after Project Completion (as defined in the Funding Agreement) ("Land Use Restriction Period"). This Declaration shall be extinguished and released by County in accordance with the terms contained herein at the expiration of the Land Use Restriction Period.
5. County is the beneficiary of these covenants and restrictions and, as such, County may enforce these covenants and restrictions by action at law or in equity, including without limitation, a decree of specific performance or mandatory or prohibitory injunction, against any person or persons, entity or entities, violating or attempting to violate the terms of these covenants and restrictions.

Notwithstanding anything contained herein to the contrary, the setting aside and renting by the Owner of the Workforce Units as herein described may also be utilized and count toward satisfying the requirements set forth in any third party agreements with the City of Fort Lauderdale, the State of Florida and/or the Owner's first mortgage lender.

6. No waiver, modification, or termination of this Declaration shall be effective unless contained in a written document executed in the manner required by Section 7. Any waiver shall be applicable only to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver. If any covenant, restriction, condition, or provision contained in this document is held to be invalid by any court of competent jurisdiction, such invalidity shall not affect the validity of any other covenant, restriction, condition, or provision herein contained, all of which shall remain in full force and effect. This document shall be construed in accordance with the laws of Florida and venue for any dispute over its terms shall be Broward County, Florida.
7. If Owner desires to use the Property, or any portion thereof, for any use other than those permitted hereby, or desires to modify or terminate any of these covenants and restrictions, Owner may apply to County for an amendment or termination of these covenants and restrictions as to the particular affected portion of the Property. Because Owner accepted these covenants and restrictions as a condition of the Rebate Payment or any portion thereof as an inducement to County to pay the Rebate Payment, it shall be the sole discretion of the Broward County Board of County Commissioners whether to modify or terminate these covenants and restrictions as to any portion of the Property. Any such amendment or termination shall be approved by the Board of County Commissioners of Broward County, Florida, and apply only to such portion of the Property that is specifically referenced in the amendment or termination.
8. Owner shall record this Declaration in the Official Records of Broward County, Florida.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

DECLARATION OF COVENANTS AND RESTRICTIONS

IN WITNESS WHEREOF, Owner has executed this Declaration as of the day and year first written above.

WITNESSES:

OWNER:

1055 N Federal, LLC,
a Florida limited liability company

Print Name:_____

Address:_____

Print Name:_____

Address:_____

By:_____
Jeffrey Burns, Authorized Signatory

Address:_____

STATE OF FLORIDA)
 SS:
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this _____ day of _____, 2025, by Jeffrey Burns, as Authorized Signatory of 1055 N Federal, LLC, a Florida limited liability company, on behalf of the company, who is personally known to me or who produced _____ as identification.

My Commission Expires:

Notary Public
Print Name:_____

EXHIBIT A

Legal Description

The Property referred to herein below is situated in the County of BROWARD, State of Florida, and is described as follows:

PARCEL 1:

portion of Lot 1, LAKE PARK - UNIT 1, according to the Plat thereof, as recorded in Plat Book 23, page 36, of the Public Records of Broward County, Florida, described as follows: COMMENCING at the intersection of the West boundary of Lot 1 and the westerly right-of-way line of Federal Highway (U.S. No. 1), thence northeasterly along said westerly right-of-way line, an arc distance of 75.00 feet, to the POINT OF BEGINNING; thence continuing northeasterly along the said westerly right-of-way line to a point, said point being 710.91 feet south of the northeast corner of said Lot 1: thence West and parallel with the north boundary of said Lot 1, a distance of 289.00 feet to the West boundary of said Lot 1; thence South along said West boundary, a distance of 315.39 feet to a point; thence southeasterly with an included angle of 161° 58' 50", a distance of 191.88 feet to the POINT OF BEGINNING.

PARCEL 2:

A portion of Tract 2, LAKE PARK - UNIT I, according to the Plat thereof, as recorded in Plat Book 23, page 36, of the Public Records of Broward County, Florida, more fully described as follows: COMMENCING at the southwest corner of the underlying plat of PROGRESSO, according to the Plat thereof, as recorded in Plat Book 2, page 18, of the Public records of Miami-Dade County, Florida; thence North 02°07'50" West, on the West line of said Tract 2, a distance of 155.85 feet; thence North 87°52'10" East, a distance of 135.00 feet to the POINT OF BEGINNING; thence continuing North 87°52'10" East, a distance of 122.45 feet; thence North 41°17'49" East, a distance of 61.90 feet; thence North 02°07'50" West, on the West line of said Tract 2, a distance of 239.19 feet; thence South 87°52'10" West, on the easterly extension of the North right-of-way line of former N.E. 11th Street as shown on said Plat of PROGRESSO and along said North right-of-way line, a distance of 165.00 feet; thence South 02°07'50" East, on a line 135.00 feet east of and parallel with the West line of said Tract 2, a distance of 284.15 feet to the POINT OF BEGINNING.

ALSO KNOWN AS:

A parcel of land, being portions of Tracts 1 and 2, LAKE PARK - UNIT 1, according to the Plat thereof, as recorded in Plat Book 23, page 36 of the Public Records of Broward County, Florida, being more particularly described as follows: COMMENCE at the intersection of the West line of said Tract 1 and the westerly Right-of-Way line of State Road No. 5 (U.S. Highway No. 1), as shown on the Florida Department of Transportation Right-of-Way Map, Section 86020-2107, Sheet 6 of 11, last revision date

January, 1953 (said point being on the arc of a curve with a radial line through said point bearing South 36°40'15" East); thence along said Right-of-Way line and northeasterly along the arc of said curve being concave to the northwest, having a radius of 666.78 feet, a central angle of 6°24'46", an arc distance of 74.63 feet to the POINT OF BEGINNING; thence North 20°09'02" West, 190.55 feet to a point on the aforementioned West line of Tract 1; thence along said line, North 2°07'52" West, 41.20 feet; thence South 41°17'47" West, 61.90 feet; thence South 87°52'08" West, 122.45 feet; thence North 2°07'52" West, 284.15 feet; thence North 87°52'08" East, 165.00 feet to a point on the aforementioned West line of Tract 1; thence along said line, North 2°07'52" West, 35.01 feet to a point on the South line of Parcel "A", VILLAGE SHOPS, according to the Plat thereof, as recorded in Plat Book 118, page 27 of the Public Records of Broward County, Florida; thence along said line, North 88°26'53" East, 288.63 feet to the intersection with the aforementioned westerly Right-of-Way line for State Road No. 5 (said point being on the arc of a non-tangent curve with a radial line through said point bearing North 88°43'14" East); thence along said line and southwesterly along the arc of said curve being concave to the northwest, having a radius of 666.78 feet, a central angle of 48°11'45", an arc distance of 560.88 feet to the Point of Beginning.

EXHIBIT D – Calculation of County Contribution Payments (EXAMPLE ONLY)

County TIF Calculation	Year 1
County Millage Rate	5.48780
Non-County Millage rate	13.09690
Total Millage Rate	18.58470
Real Estate Taxes	
Est Taxes Paid at Stabilization	\$1,880,000
TIF:	
Future Assessed Value	\$101,158,480
Frozen Assessment	\$8,302,290
Tax Increment Value	\$92,856,190
County Portion of TIF (50%)	\$254,788
Project Portion of TIF (50%)	\$254,788
Total County TIF	\$509,576