

POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY

A RESOLUTION OF THE POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY (CRA), APPROVING AND AUTHORIZING THE PROPER OFFICIALS TO EXECUTE A PROPERTY DISPOSITION AND DEVELOPMENT AGREEMENT BETWEEN THE CRA AND FRAZIER ELITE HOMES, LLC. RELATING TO ONE (1) VACANT CRA OWNED PARCEL OF LAND LOCATED AT 1910 NW 7TH STREET TO BE DEVELOPED AND UTILIZED FOR AFFORDABLE HOUSING; PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY THAT:

SECTION 1. The Property Disposition and Development Agreement between the Pompano Beach Community Redevelopment Agency and Frazier Elite Homes, LLC, relating to one (1) vacant parcel of land located at 1910 NW 7th Street, more specifically identified as Broward County Property Appraiser folio [484234080470](#), (the Agreement), a copy of which Agreement is attached hereto and incorporated by reference as if set forth in full, is hereby approved.

SECTION 2. The proper officials are hereby authorized to execute the aforesaid Property Disposition and Development Agreement, together with such other documents required to effectuate the Agreement.

SECTION 3. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this _____ day of _____, 2026.

REX HARDIN, CHAIRPERSON

ATTEST:

KERVIN ALFRED, SECRETARY

**Pompano Beach
Community Redevelopment
Agency**

**Property Disposition and Development
Agreement**

with

Frazier Elite Homes, LLC

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EXHIBITS

- 1 Legal description of the Property
- 2 Developer's Proposal
- 3 Advertisement
- 4 Project Schedule
- 5 Declaration of Covenants and Restrictions
- 6 Agreement For Re-Conveyance of Property
- 7 Deed
- 8 Mortgage Deed and Promissory Note

PROPERTY DISPOSITION AND DEVELOPMENT AGREEMENT

THIS PROPERTY DISPOSITION AND DEVELOPMENT AGREEMENT (the “Agreement”), made and entered into this _____ day of _____, 2026, by and between

POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY, a public body corporate and politic, whose address is 100 West Atlantic Boulevard, Pompano Beach, Florida 33060 (the “CRA”),

and

FRAZIER ELITE HOMES, LLC, a Florida limited liability corporation, whose principal address is 621 NW 8th Avenue, Pompano Beach, Florida 33060 (the “Developer”).

WHEREAS, the CRA is the legal owner of the residential lot (the “Property”) located at 1910 NW 7th Street in Pompano Beach, Florida, more specifically identified as Broward County Property Appraiser folio 4842 34 08 0470, the legal description of which is attached hereto and made a part hereof as Exhibit 1; and

WHEREAS, on September 9, 2025, the Developer submitted an unsolicited proposal to the CRA (the “Proposal”), attached to this Agreement as Exhibit 2, proposing purchase of the CRA Property for \$50,000, which Developer would fund and construct a single-family home on it and sell it to persons or families earning one hundred twenty percent (120%) or less of the average median income for Broward County in accordance with the terms and conditions provided for in this Agreement (the “Project”); and

WHEREAS, on December 16, 2025, the CRA Board accepted the Proposal and directed staff to negotiate a Property Disposition and Development Agreement; and

WHEREAS, on July 6, 2025, the CRA issued the required 30-day Public Notice of its Intent to Dispose of Property (the “Advertisement”), attached to this Agreement as Exhibit 3; and

WHEREAS, the CRA has determined that selling the Property to Developer for the Project for \$50,000 is in the public’s best interest; and

WHEREAS, the CRA and Developer desire to enter into this Agreement setting forth the parties’ mutual understandings and obligations regarding development, sale and use of the Property for an owner occupied, affordable single-family use; and

WHEREAS, both parties agree that should the CRA cease to exist, the City of Pompano Beach, a Florida municipal corporation, shall be its successor in interest and assume all rights, obligations and duties hereunder.

NOW, THEREFORE, in consideration of the conditions, covenants and mutual promises set forth herein, the CRA and Developer agree as follows.

ARTICLE 1
DEFINITIONS

As used in this Agreement the following terms shall have the following meanings. Other terms not defined in this Article shall have the meanings assigned to them elsewhere in this Agreement. Words used herein in the singular shall include the plural and words in the masculine/feminine/neuter gender shall include words in the masculine/feminine/neuter where the text of this Agreement requires.

Act: Chapter 163, Part III, Florida Statutes

Appraised Value: the just values of the Property at the time of the CRA's proposed conveyance to Developer as determined by the 2025 Broward County Property Appraiser's Office Land Assessment Value.

Authorized Representative: the person(s) designated and appointed from time to time by either the CRA or Developer to represent that entity in administrative matters as opposed to policy matters.

Building and Improvements: a 2,290 sq. ft. concrete block 3-bedroom, 2-bath single family home with 2-car garage and other Improvements to be constructed on the Property as part of the Project, for sale to a pre-qualified buyer. Site improvements to include, but not be limited to, sidewalks, driveways, drainage, fences and landscaping.

Building Official: the City's official in the City of Pompano Beach Building Department charged with authority under the Florida Building Code to review and approve building plans on behalf of the City and to issue building permits.

Building Permit: refers to the approvals required from the City of Pompano Beach needed to begin construction of the Project.

Certificate of Occupancy or "CO": wherever either of these terms are used in this Agreement, they shall refer to a temporary or final certificate of occupancy issued by the City pursuant to the Florida Building Code.

City: the City of Pompano Beach, a municipal corporation of the State of Florida.

City Commission: the elected governing body of the City.

Completion Date: the date when the CRA issues a notice of completion for the Project after issuance of a certificate of occupancy by the City.

Conceptual Site Plan: the Conceptual Site Plan submitted by the Developer in its unsolicited proposal.

Construction Plans: refers to the plans prepared by a licensed architect and/or engineer required for the issuance of the Building Permit.

Construction Financing: any financing provided for all or any portion of the Project.

Contractor: one or more individuals or firms constituting a general contractor properly licensed by the City or other appropriate jurisdiction to the extent required by applicable law to perform contracting services to construct the Improvements, bonded to the extent required by applicable law and contract specifications.

Contract Administrator: for the CRA, its Executive Director or his/her designee as provided for in writing by the Executive Director of the CRA; for Developer, Mekaela Frazier, sole Managing Member or his/her designee as provided for in writing by the Developer.

Conveyances: refers collectively to the conveyance of the Property.

CRA: the Pompano Beach Community Redevelopment Agency, a public body corporate and politic created under the provisions of Chapter 163, Florida Statutes, with power and authority to contract and borrow.

CRA Board: the CRA Board of Commissioners.

Declaration of Covenants and Restrictions: refers to the declaration of covenants and restrictions required by the CRA in Article 7.

Default: an event under which any party to this Agreement has failed to materially perform under the obligations of this Agreement, after having been given notice of such event and an opportunity to cure; the opportunity to cure any event of default, unless otherwise prescribed in this Agreement, shall be 30 days after delivery of notice to the party alleged to be in default.

Developer: refers to Frazier Elite Homes, LLC, a Florida Limited Liability Company and assigns,

Development Approvals: any or all of the following approvals (collectively, the “Development Approvals”):

- a. Site Plan
- b. Building Permits
- c. Drainage Permits
- d. All Site Development Permits
- e. Approvals by other governmental agencies having jurisdiction

Development Drawings: preliminary development plans that include, but are not limited to, a graphic depiction of the townhouse units, including floor plans and elevations.

Effective Date: the date on which this Agreement is executed by the later of the CRA or Developer.

Financing Commitment(s): letters of firm commitment from one or more lenders providing construction financing evidencing Developer’s capacity to timely perform its obligations under this Agreement in accordance with this Agreement and the Project Schedule included as Exhibit 4 of this Agreement. If the Financing Commitments are received from more than one source, they shall cumulatively provide an adequate amount of total financing and/or equity to comply with the foregoing.

Governmental Authorities: the City, CRA, and any other federal, state, county, municipal or other government department, entity, authority, commission, board, bureau, court, agency or any instrumentality of any of them.

Improvements: improvements on the Property to be constructed with and in support of the Project in accordance with this Agreement, including but not limited to, the single-family home, driveway, sidewalks, fences, irrigation, landscaping and all other improvements made to the Property.

Loan: refers to construction financing for the Project.

Notice of Completion: after Developer's receipt of the Certificate of Occupancy for the Project, the Notice of Completion shall be the CRA's written notice to Developer memorializing the CRA's satisfaction with Developer's completion of the Building and Improvements.

Permitted Delays: all delays or extensions approved by the CRA and all delays attributable to an event of force majeure as provided for in Article 37.

Permitted Plans: the collective development plans approved by the City and CRA for the Project, including but not limited to the site plan; landscape plan; engineering/infrastructure paving, grading and drainage plans; architectural, mechanical and structural drawings and specifications prepared by the Developer and/or its agents, approved by the CRA or the CRA's designee, and approved by the City, and through which all relevant permits are issued by the City.

Project: a 2,290 sq. ft. concrete block 3-bedroom, 2-bath single family home with 2-car garage and other Improvements to be constructed on the Property as part of the Project, for sale to their pre-qualified buyer.

Project Budget: the budget prepared by the Developer that shows the anticipated line items and estimated costs for all the line items that Developer expects to incur in connection with development of the Project as described in the Proposal.

Project Lender: refers to any lender or lenders, private, institutional or otherwise, who will provide financing related to the Project.

Project Schedule: the schedules and time frames given by the Developer to the CRA for submittal of applications for approvals and commencement and completion of the Building and Improvements as required by this Agreement.

Project Site: refers to that Property currently owned by the CRA as described in Exhibit 1 to be utilized for construction of the Project in accordance with this Agreement.

Qualified Buyer: A person or family whose income shall be one hundred twenty percent (120%) or less of the average median income for Broward County.

Site Plan Approval: the final, unconditional granting of the site plan approval from the Governmental Authorities, including all applicable appeal periods.

Work: the construction and services required under this Agreement, whether completed or partially completed, including all other labor, materials, equipment, goods, products and services provided or to be provided by Developer to fulfill Developer's obligations hereunder. The Work shall include the complete design, permitting, financing, construction and completion of the Project.

ARTICLE 2
REPRESENTATIONS

1. Representations of the CRA. The CRA makes the following representations to Developer which CRA acknowledges that Developer has relied upon in entering into this Agreement.

a. This Agreement is a valid, binding and permissible activity within the power and authority of the CRA and does not violate any City Code, City Charter provision, rule, resolution, ordinance, policy, CRA Redevelopment Plan, or agreement of the City or the CRA, or constitute a default of any agreement or contract to which the City or the CRA is a party.

b. Subject to other provisions of this Agreement, the CRA is conveying the Property in a physically “as is” condition.

c. The individuals executing the Agreement on behalf of the CRA are duly authorized to take such action, which action shall be, and is, binding upon the CRA.

2. Representations of Developer. Developer makes the following representations to the CRA which CRA relies upon in entering into this Agreement.

a. The Developer is a Florida limited liability company, duly organized, existing and in good standing under the laws of the State of Florida with the power and authority to enter into this Agreement.

b. The execution, delivery, consummation and performance under this Agreement will not violate or cause the Developer to be in default of any provisions of its governing documents or rules and regulations or any other agreement to which Developer is a party or constitute a default thereunder or cause acceleration of any obligation of Developer thereunder.

c. By execution of this Agreement, the Developer certifies to the CRA that the officer executing this Agreement has been duly authorized by proper resolution(s) of Developer’s respective Board of Directors to enter into, execute and deliver this Agreement and all other documents, certificates, agreements, consents and receipts, and to take any and all other actions of any kind whatsoever in order to accomplish the purposes and undertakings hereunder and such action shall be, and is, binding on Developer.

d. There are no actions, suits or proceedings pending or threatened against or affecting the Developer or its principals, which Developer is aware of in any court or before or by any federal, state, county or municipal department, commission, board, bureau, agency or other governmental body which would have any material effect on Developer’s ability to perform its obligations under this Agreement.

e. The Developer represents that, subject to obtaining Financing Commitments as provided for in this Agreement, it has the ability, skill and resources to complete its responsibilities as required by this Agreement.

f. Developer acknowledges this Agreement has been entered into to provide for construction of a quality affordable single-family home in the CRA's Northwest Community Redevelopment Area in accordance with the infill housing goals of the CRA's Redevelopment Plan. As such, Developer agrees to record the Declaration of Covenants and Restrictions attached as Exhibit 5 in the Public Records of Broward County simultaneous with the recording of Developer's deed transferring the Property to a Qualified Buyer.

g. Developer also recognizes that the CRA, in entering into this Agreement, is accepting and relying on the Developer for the faithful performance of all undertakings and covenants contained in this Agreement in view of the following considerations: (i) the importance of development of the Property to the general welfare of the community and its relationship to abutting areas; (ii) the substantial financing and other public aids that have been made available by law and through the assistance of federal, state and local governments to make this development possible.

h. Developer further acknowledges that its failure to faithfully perform any of the provisions of this Agreement constitutes default on its part, and Developer fully agrees to the CRA's remedies for default as set forth in Article 20 herein.

i. Developer agrees that construction of the Buildings and Improvements on the Property as provided herein shall be completed according to the Project Schedule attached hereto and made a part hereof as Exhibit 4, but that in no event shall the completion of said construction extend beyond fourteen (14) months of the effective date of this Agreement, even taking into account Permitted Delays.

j. Developer further agrees that the Project will be completed and sold to a Qualified Buyer within sixty (60) days of the issuance of the Notice of Completion as provided for in Article 17 herein.

ARTICLE 3

APPLICABILITY OF PROPOSAL AND INCORPORATION BY REFERENCE

Developer's Proposal and all the attached Exhibits to this Agreement form an integral part of this Agreement and are specifically incorporated as such. In the event there is a conflict between the Proposal and this Agreement, the express terms and conditions of this Agreement shall prevail and supersede those inconsistent terms in the Proposal.

ARTICLE 4
PROJECT DESCRIPTION

1. The Project.

The CRA will sell the Property to Developer and Developer will purchase the Property for FIFTY THOUSAND (\$50,000) Dollars. The Developer will design, permit, fund and construct a for sale product consisting of a 2,290 sq. ft. concrete block 3-bedroom, 2-bath single family home with 2-car garage and other Improvements to be constructed on the Property as part of the Project, for sale to a pre-qualified buyer, which shall be a person or family earning one hundred twenty percent (120%) or less of the average median income for Broward County in accordance with Developer's Proposal, this Agreement, the Agreement For Re-Conveyance of Property and the Declaration of Covenants and Restrictions described in this Article.

The Just/Market value of the Property in 2025 as assessed by the Broward County Appraiser is \$102,900. Developer construction costs are estimated at \$460,000 and Developer's proposed sale price of the improved Property is approximately \$450,000.

2. Project Funding. Developer shall be solely responsible for obtaining all funds necessary to design, construct and market the Buildings and Improvements on the Property as provided for herein regardless of whether Developer's total construction costs exceed the \$460,000 represented in Developer's Proposal.

3. Agreement for Re-Conveyance of Property.

Developer agrees to complete construction of the Buildings and Improvements on the Property according to the Project Schedule (Exhibit 4), but that in no event shall completion of said construction extend beyond fourteen (14) months of the effective date of this Agreement, even taking into account Permitted Delays. Developer's failure to complete construction shall cancel this Agreement and require Developer to immediately re-convey the Property back to the CRA in accordance with Article 20 herein and the Agreement For Re-Conveyance Of Property attached hereto and made a part hereof as Exhibit 6.

The CRA shall record the fully executed Agreement For Re-Conveyance of Property simultaneous with the CRA's recording of the Quit Claim Deed (Exhibit 7) conveying the Property for the Project to Developer in accordance with this Agreement. The Agreement for Re-Conveyance of Property and Quit Claim Deed shall provide that in the event that the Developer does not comply with the time periods for financing commitments and completion of construction, then, upon applicable notice and an opportunity to cure as provided in this Agreement, all right, title and interest in the Property shall revert to the CRA. The Developer shall execute a Quit Claim Deed reconveying the property to the CRA, in conjunction with the CRA's conveyance of the property to the Developer. The CRA may only record the Deed if Re-Conveyance Upon Certain Events as specified in the Agreement For Re-Conveyance of Property occurs.

4. The Declaration of Covenants and Restrictions.

The Declaration of Covenants and Restrictions (the “Restrictive Covenants” attached hereto and made a part hereof as Exhibit 5) shall commence upon Developer’s conveyance of the Property to a Qualified Buyer. Among other things, the Restrictive Covenants shall restrict ownership of the Property to persons or families earning one hundred twenty percent (120%) or less of the average median income for Broward County. Anyone who purchases the Property is subject to the Restrictive Covenants.

During a ten (10) year restrictive period, which shall commence upon Developer’s conveyance of the Property to a Qualified Buyer, the deferred loan-to-grant of \$50,000 will be evidenced by a promissory note and mortgage (the “Loan Documents”) in form acceptable to the CRA’s Contract Administrator or City/CRA Attorney. The Loan Documents will provide that the loan will bear interest at zero percent (0%) and will decrease at the rate of 1/120th each month of the restrictive term described in the Restrictive Covenants so that the entire sum will be forgiven in 10 years if there is no default. Should a default occur at any time during the 10-year term, the homeowner will be obligated to repay the CRA the unamortized balance of the loan-to-grant amount owing at default. In the event that the homeowner fails to satisfy the repayment of the unamortized balance upon default, any indebtedness remaining unpaid shall, at the CRA’s sole option, be subject to an interest rate of six percent (6%) per annum compounded monthly.

ARTICLE 5
TERM

The term of this Agreement shall commence the date this Agreement is executed by both parties and end when Developer conveys the Property to a Qualified Buyer and simultaneously records both the Deed and the Restrictive Covenants in the Public Records of Broward County. During this period, the Developer shall be bound by, and must comply with, the terms and conditions imposed upon the Property by this Agreement, the Agreement For Re-Conveyance of Property and the Restrictive Covenants. The obligations contained in the Agreements for Re-Conveyance and the Restrictive Covenants shall survive the term of this Agreement.

ARTICLE 6
CONDITIONS PRECEDENT TO CONVEYANCE

The CRA shall have no obligation to convey the Property to Developer unless all conditions precedent to conveyance have been satisfied, completed or performed. The following are conditions precedent to the CRA’s conveyance of the Project Site to Developer.

1. Evidence of Financing Commitment(s) For Construction Financing. Developer acknowledges Project completion costs of approximately FOUR HUNDRED SIXTY THOUSAND DOLLARS (\$460,000) which are Developer's sole responsibility hereunder. This Agreement and conveyance of title hereunder is expressly made contingent upon Developer, within ninety (90) days after the effective date of this Agreement, providing the CRA evidence satisfactory to the CRA that Developer has Financing Commitments and sufficient equity capital for construction all the Buildings and Improvements on the Property.

Said Financing Commitments shall (i) be in a form and content acceptable to the CRA; (ii) subject to all the terms and conditions of this Agreement; (iii) provide that Project Lenders give the CRA notice of any defaults by the Developer; and (iv) extend the CRA's opportunity to cure for a period of fifteen (15) calendar days longer than the period to cure which is otherwise extended to the Developer.

a. Upon Developer delivering Financing Commitments to the CRA, the CRA shall respond in writing within ten (10) business days thereafter as to the acceptability of such Commitment(s) with approval not to be unreasonably withheld, conditioned or delayed. If found unacceptable by the CRA, the CRA shall specify the matters which are unacceptable and provide Developer with a 30-day period to resubmit acceptable Financing Commitments. If the CRA fails to respond as specified above, the Financing Commitments shall be deemed acceptable.

b. In the event the Developer is unable to satisfactorily provide the Financing Commitments, Developer shall have ten (10) days to provide reasonable evidence to the CRA that it has sufficient financial resources available to complete construction of the Property as required by this Agreement. In the event Developer is unable to demonstrate sufficient financial resources as provided herein, then the CRA may terminate this Agreement upon delivery of written notice to the Developer, upon which this Agreement shall be null and void and of no further force and effect, in which event the parties shall be released of all further obligations and liabilities to the other, except those which expressly survive termination hereof.

2. Property Conveyance. Subject to the terms and provisions of this Agreement, the CRA does hereby agree to convey the Property in physically "as is" condition to Developer via the Quit Claim Deed attached hereto and made a part hereof as Exhibit 7, the Agreement For Re-Conveyance of Property and the Restrictive Covenants referenced herein, together with all of the rights, privileges, easements, restrictions and appurtenances thereunto attached and appertaining at the Closing, unless this Agreement shall be sooner terminated as hereinafter provided in this Agreement.

3. Conditions. The CRA's conveyance of title to Developer shall be simultaneous with the closing of Construction Financing as set forth above and issuance of building permits. Developer shall provide evidence satisfactory to the CRA that it has all necessary approvals.

4. Pre-Closing Access to Property for Testing, Inspections, Etc. Prior to the CRA's conveyance of the Property to Developer, the CRA shall permit Developer's representatives to have access, at all reasonable times, to any part of the Property to which the CRA holds title for the purpose of obtaining data and making various tests concerning the Property necessary to carry out this Agreement. Said data and testing may include, but is not limited to, location and preconstruction surveys; soil borings; tests of on-site infrastructure; or other examinations of the Property whereupon full possession of the Property shall be given to Developer. Developer hereby agrees to indemnify and to hold CRA harmless as to any and all claims arising from Developer's access to the Property under this Article. Developer shall be solely responsible for

repair of any damage to the Project Site or any property adjacent to the Project Site caused by Developer's pre-closing access to the Project Site for testing, inspections and any other activities conducted by Developer on the Project Site.

Developer shall indemnify and hold the CRA harmless as to any and all claims arising from Developer's access to the Project Site under this Article 6. The CRA shall provide Developer copies of available information regarding the Property, including site surveys, utility location drawings, soil borings, environmental reports and other similar documentation concerning the Property in its possession, but shall not be obligated to obtain, create or draft such documents if such are not within the CRA's possession or control. Notwithstanding the execution and delivery of this Agreement, Developer shall take no possession of the Property, other than the temporary access provided in this Article, until the CRA conveys it to Developer in accordance with this Agreement.

ARTICLE 7 **DECLARATIONS RUNNING WITH THE LAND**

At the time Developer conveys the Property to a Qualified Buyer, Developer shall record the Restrictive Covenants in the Public Records of Broward County which shall be binding on all parties and persons claiming under them or claiming any right, title or interest in and to the Property commencing with the date it is recorded in the Public Records of Broward County.

The Restrictive Covenants shall expressly provide that the Restrictive Covenants shall be covenants running with the land and that they shall, in any event, and without regard to technical classification or designation, legal or otherwise, and except only as otherwise specifically provided in this Agreement, be binding to the fullest extent permitted by law and equity for the benefit and in favor of, and enforceable by the CRA, its successors and assigns and any successor in interest to the Property or any party in possession or occupancy of the Property or any part thereof.

Only the CRA, its successors or assigns, may modify, amend, repeal or alter the Restrictive Covenants. Developer, its successors or assigns, shall not modify, amend, repeal or alter these restrictive covenants in whole or in part. Invalidation, in whole or in part, of any of the provisions of the Restrictive Covenants shall in no way affect any other provisions or parts thereof which will remain in full force and effect.

1. Permitted Use. Developer shall design, construct and market the Buildings and Improvements on the Property for single-family residential use in accordance with this Agreement and the Restrictive Covenants.

2. Moderate Income Beneficiaries. Developer acknowledges and agrees that the Buildings and Improvements on the Property must be sold to persons or families earning 120% or less of the average median income for Broward County.

3. Modification to Use. No change in use, whether principal or accessory, shall be instituted unless and until such use has been presented to and formally approved by the CRA.

ARTICLE 8 INSURANCE

At conveyance of the Property and until it is sold to a Qualified Buyer, Developer and all contractors and subcontractors shall maintain in full force and effect, at their sole cost, the insurance coverage set forth below in a form, content, and amount acceptable to the City's Risk Manager.

1. Fire and Extended Coverage: (Builder's Risk Policy) The CRA shall require the Builder/General Contractor, at their own expense, provide full theft, windstorm, fire and extended coverage on improvements constructed, and personal property located on the premises, for the benefit of the CRA, Project Lenders, and Developer, as each party's interests may appear, in an amount not less than one hundred percent (100%) of the replacement value of the Building and Improvements. Such insurance shall provide that the CRA's interests are included as a loss payee and contain a waiver of subrogation rights by the Builder/General Contractor's carrier against the CRA.

2. Worker's Compensation: The Developer, Builder/General Contractor and all subcontractors shall provide, carry, maintain and pay for all necessary Workers' Compensation insurance for the benefit of their employees according to the statutory limits.

3. Employer's Liability: The Developer, Builder/General Contractor and all subcontractors shall provide, carry, maintain and pay for Employer's Liability Insurance for the benefit of their employees in the amount of One Hundred Thousand Dollars (\$100,000.00).

4. General Liability Insurance: The Developer, Builder/General Contractor and all subcontractors shall, at their own expense, provide, pay for, and continuously maintain, comprehensive and all inclusive public liability and property damage insurance for the benefit of the CRA, with a policy limit of not less than \$500,000 per occurrence/\$1,000,000 in aggregate, combined single limits, which coverage shall include property damage and personal injuries, including death, and shall include the CRA as an additional named insured.

5. Business Auto Insurance: The Developer, Builder/General Contractor and all subcontractors shall provide, carry, pay for and continuously maintain business automobile coverage for owned, non-owned and hired vehicles for the benefit of the CRA with a policy limit of not less than \$200,000 per person/\$300,000 per occurrence and shall include the CRA as an additional insured.

6. Ten Year Builder's Warranty Insurance: Developer shall, at his own expense, provide and pay for a ten (10) year Builder's Structural Warranty Policy that will provide insurance coverage for all major structural defects. In addition, said Policy shall provide coverage during the first two years for defects in plumbing, heating, cooling and electrical systems and one year coverage against construction defects.

7. Policies: Whenever, under the provisions of this Agreement, insurance is required of the Developer, the Developer shall promptly provide the following:

- a. Certificates of Insurance evidencing the required coverage;
- b. Names and addresses of companies providing coverage;
- c. Effective and expiration dates of policies; and
- d. A provision in all policies affording CRA thirty (30) days written notice by a carrier of any cancellation or material change in any policy.

8. Collection of Insurance: In the event of destruction of or damage to any of the premises and contents covered by insurance, the funds payable in pursuance of said insurance policies for repair and/or reconstruction shall be deposited in a commercial national bank located in Pompano Beach, Florida, selected by the CRA, as a trust fund. Said funds shall be used for the purposes of reconstruction or repair according to the following priority: first, for all or any portion of the premises; second, for Building and Improvements; and third, personal property, so damaged or destroyed.

Such reconstruction and repair work shall be done by Developer, the Builder/General Contractor and all subcontractors in strict conformity with the Ordinances of the City and all governmental agencies having jurisdiction. In the event the cost of reconstruction or repair exceeds the amount of funds available from the proceeds of such insurance policy, then such funds shall be used as far as the same will permit in paying the cost of said reconstruction or repair and the Developer shall be responsible for the remaining funds. In the event that the cost of such reconstruction or repair work shall be less than the proceeds derived for such insurance policies, the surplus shall be payable to Developer.

9. Insurance Cancellation: Should any of the required insurance policies be canceled before the expiration date or non-renewed, the issuing company will provide thirty (30) days written notice to the certificate holder, the CRA.

ARTICLE 9 **CONTRACT ADMINISTRATOR**

1. For the purposes of the day-to-day conduct during planning, development, construction and operation of the Project, the Developer's Contract Administrator is Mekaela Frazier, Owner and Manager of Frazier Elite Homes, LLC or her successor.

2. For the purposes of the day-to-day conduct during planning, development, construction and operation of the Project, the CRA's Contract Administrator is its Executive Director or his/her designee as provided for in writing by the CRA's Executive Director.

ARTICLE 10 **DEVELOPER'S OBLIGATION TO CONSTRUCT** **BUILDINGS AND IMPROVEMENTS**

Developer covenants and agrees to construct the Buildings and Improvements upon the Property in a good and workmanlike manner and in accordance with this Agreement and the Construction Plans for the Project to be approved by the CRA. Furthermore, with regard to the Buildings and Improvements, the Developer covenants and agrees with the provisions set forth below.

1. Notwithstanding any other provision or term of this Agreement or any Exhibit hereto, the Construction Plans for the Buildings and Improvements and any and all other work by Developer with regard to the Project shall be designed and prepared in compliance with all relevant federal, state and local laws; rules; regulations; ordinances and Building Code provisions. In addition, the Construction Plans and the actual construction of the Buildings and Improvements shall fully comply with the provisions set forth in this Agreement.

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

2. The Buildings and Improvements shall be constructed and paid for wholly at the expense of the Developer.

3. The Construction Plans for the Buildings and Improvements must be prepared by an architect and engineer who is licensed ("Licensed Architect" and "Licensed Engineer") to practice as such, and who actually practices as such, in the State of Florida. Such Construction Plans shall be co-owned by Developer and the CRA.

The CRA agrees to subordinate its property interest in such Construction Plans to liens of the Project Lenders contemplated herein for development and completion of the Project as outlined in this Agreement. In the event this Agreement is terminated, the CRA shall retain its property interest in the Construction Plans.

4. The Buildings and Improvements must be built by a general contractor ("General Contractor") duly licensed under the laws of the State of Florida. The Developer may also be the General Contractor.

5. By authorizing execution of this Agreement, the CRA Board has approved the Developer's Proposal attached as Exhibit 2. A final Site Plan for the Buildings and Improvements must be prepared and submitted to the CRA's Contract Administrator for his/her written approval prior to submittal of the Building Permit Application as provided for in Article 12 below.

6. Modifications to the Conceptual Site Plan set forth in Developer's Proposal may be approved by the CRA's Contract Administrator without further review or formal approval by the CRA Board in the following circumstances:

a. Alterations to proposed or existing buildings or structures which do not result cumulatively in more than 10% modification to the floor area per building or structure as found in the initially approved Site Plan;

b. Alterations to the interior of any proposed building which do not alter the external appearance of such building;

c. Minor cosmetic alterations of the external façade of proposed buildings, including new or renovated signage;

d. Minor alterations or adjustments in the location of proposed structures or site improvements on the Property.

e. Parking and driveway radius may be adjusted to improve open space;

f. Building locations may be adjusted or rotated to improve open space;

g. Sidewalks may be modified to connect to revised building entrances and increase impervious area except that perimeter sidewalks must be maintained. As to the perimeter sidewalks or walkways, Developer may substitute suitable materials such as paver block, asphaltic material, etc., subject to administrative review and approval;

h. Total caliper inches of replacement trees and the required trees and species mix as shown on the Planning & Zoning approved Site Plan may be increased. Tree species may be modified to meet availability at the time of planting and shall be subject to administrative review and approval;

i. Interior floor plan design alterations may meet or exceed the square footages stated in the Developer's proposal presented to the CRA; and

j. Minor adjustment or additions to site features.

7. Any modification to the Site Plan that does not fit into the criteria identified in Paragraph 5. a-j above shall require approval by the CRA Board and amendment of this Agreement.

8. No modification or adjustment may be made under this Article which results in a modification of the express terms of this Agreement.

9. Developer shall submit building plans and specifications to the Contract Administrator for preliminary approval. Upon receiving approval from the Contract Administrator, Developer shall submit the aforementioned plans and specifications to the City's Building Department to facilitate issuance of the building permit. After receipt of the building permit, Developer will proceed with and complete construction of the Project in accordance with the terms of this Agreement.

10. After the Property is conveyed to Developer, the CRA shall cooperate with Developer and execute all requisite documents for the purpose of joining in the submission of any and all applications and development permits provided the CRA does not incur any cost or liability for doing so.

11. The Property and all Buildings and Improvements thereon shall be maintained in a clean, sanitary and safe condition by Developer. The Property shall be appropriately landscaped and maintained with a mechanical sprinkling system in accordance with City Code. No portion of the Property shall be allowed to become or remain overgrown or unsightly.

12. All repairs made by Developer shall be at least similar or equal in quality and class to the original work. Under the terms of this Agreement, Developer shall keep and

maintain all portions of the Project under Developer's control in a clean and orderly condition, free of dirt, rubbish and unlawful obstructions. Repairs or maintenance work by Developer shall begin immediately upon awareness by Developer or written notice by the City or CRA.

ARTICLE 11 **CRA PARTICIPATION**

The extent of the CRA's participation in the Project is limited to its sale of the Property to Developer for \$50,000.

The CRA's participation in the Project shall be subject to or conditioned upon a deferred non-interest bearing loan in the amount of \$50,000 for a period of 10 years at which point it may be forgiven; however, the CRA shall reserve the right and sole discretion to forgive the loan at any time. The aforesaid CRA loan shall be evidenced by the Declaration of Covenants and Restrictions attached as Exhibit 5, a Promissory Note attached as Exhibit 8 and Mortgage Deed attached as Exhibit 9, executed in favor of the CRA at the time of conveyance of the single-family home to a qualified buyer. Loan forgiveness shall only occur if the CRA, in its sole discretion, deems forgiveness of the loan is appropriate and the Developer is in compliance with all of the terms of this Agreement.

ARTICLE 12 **CONDITIONS PRECEDENT TO COMMENCEMENT OF CONSTRUCTION**

1. Approval of Construction Plans.

a. Developer shall submit the Construction Plans to the CRA's Contract Administrator for approval prior to submitting a building permit application to the City. Within 30 calendar days of receipt of the Construction Plans, the CRA's Contract Administrator shall review said Construction Plans for compliance with this Agreement and in writing either approve ("Notice of Plan Approval for Contract Compliance") or disapprove ("Notice of Plan Disapproval for Contract Compliance") the Construction Plans as being in conformity with this Agreement. If the CRA's Contract Administrator fails to deliver to the Developer within the 30-day period either of these two Notices, the CRA will be deemed to have delivered a "Notice of Plan Approval for Contract Compliance" and the Construction Plans will be deemed to have been approved.

b. If the Contract Administrator rejects the Construction Plans for not being in conformity with this Agreement, the *Notice of Plan Disapproval for Contract Compliance* shall set forth in detail the reasons for said rejection. Developer shall submit corrected Construction Plans to the CRA's Contract Administrator which are in accordance with this Agreement within 30 calendar days of receiving CRA's *Notice of Plan Disapproval for Contract Compliance*.

c. If the CRA's Contract Administrator issues a *Notice of Plan Approval for Contract Compliance*, Developer shall file a Building Permit Application with the City in

accordance with the City's procedures for such application. A copy of the Building Permit application shall be provided contemporaneously to the CRA's Contract Administrator.

d. Developer shall provide the CRA's Contract Administrator written notice that the City has issued the Building Permit within five (5) business days of the issuance of said Permit. If Developer is otherwise in compliance with this Agreement's terms, the CRA's Contract Administrator shall provide Developer with written *Notice To Proceed* within five (5) business days of receipt of the aforesaid written notice that the Building Permit has been issued. In no event shall any construction commence on the Project until the Building Permit has been issued by the City and the *Notice To Proceed* has been issued by the CRA's Contract Administrator.

2. Construction Notice And Commencement Submittals. Developer shall deliver Construction Notice to the Contract Administrator within thirty (30) calendar days from the date of the Notice To Proceed as provided above. Said Construction Notice shall state that the Developer will commence construction of the Buildings and Improvements within ninety (90) calendar days of such notice and shall provide an estimate of construction costs, an updated construction schedule, and evidence of construction contract(s) and insurance as described herein.

3. Estimate of Construction Cost. Simultaneous with submittal of the Construction Notice, Developer shall provide the Contract Administrator a revised estimate of the construction costs for the Building and Improvements according to the Construction Plans, including an estimate of all professional fees to be incurred in connection with construction.

4. Construction Schedule. Simultaneous with submittal of the Construction Notice, Developer shall also deliver an updated Project Schedule to the CRA's Contract Administrator which critically paths all construction activity for completion of the Buildings and Improvements on the Property.

5. Construction Contract. Simultaneous with submittal of the Construction Notice, Developer shall provide the Contract Administrator a copy of Developer's contract with the General Contractor (if a General Contractor is retained by Developer) under which the General Contractor has agreed to construct the Buildings and Improvements in accordance with the Construction Plans and to pay for all labor and materials for the cost of construction. The General Contractor, or if none, the Developer agree to the provisions set forth below.

a. The General Contractor or Developer agrees to protect, defend, indemnify and hold harmless the CRA and the City and their respective officers, employees and agents from and against any and all losses, penalties, damages, settlements, costs, charges or other expenses or liabilities of every kind in connection with or arising directly or indirectly out of the Work agreed to or performed even though the CRA or City is held to be actively or passively negligent, but excluding any such occurrence arising out of or resulting from the intentional torts of the CRA or the City (the "Indemnification").

b. Without limiting the foregoing, any and all such claims, suits, etc., relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder. The General Contractor or Developer further agree to investigate, handle, respond to, provide defense for and defend any such claims at their sole expense and agree to bear all other costs and expenses related thereto, even if the claim(s) is/are groundless, false or fraudulent.

c. The General Contractor or Developer shall require all of its subcontractors to provide the aforementioned indemnification in all contracts and subcontracts entered into and arising out of Work performed by the Developer in connection with the Project.

6. Failure To Satisfy Condition Precedent. Should the Developer fail to deliver and perform all of the Construction Conditions Precedent to commencement or fail to commence construction after being required to do so hereunder, and should the CRA have given the requisite notices, the Developer shall be in material default hereunder.

ARTICLE 13 **CHANGES IN CONSTRUCTION PLANS**

Developer may make changes in the originally approved Construction Plans within the limitations imposed by Article 10 herein and such changes may be approved administratively by the CRA's Contract Administrator without seeking CRA Board approval.

ARTICLE 14 **CONTINUOUS CONSTRUCTION; PERMITTED DELAYS**

1. Once construction has commenced, Developer shall diligently and continuously proceed to completion of construction and issuance of a certificate of occupancy without any interruption that exceeds thirty (30) days, unless such interruption is caused by a Permitted Delay. Developer shall, within five (5) days of the beginning of any interruption of construction anticipated to exceed thirty (30) days, request written approval by the CRA of a Permitted Delay, which request shall explain the reason for the interruption of construction and the anticipated period of such interruption. Approval of the Permitted Delay shall be in writing and shall include the date on which the Permitted Delay ends, unless further extended in writing by the CRA.

2. An interruption in construction that exceeds thirty (30) days and is not approved by the CRA as a Permitted Delay shall constitute a material default by Developer, subject to the cure period described in Article I. Permitted Delays in completing construction of the Building and Improvements shall not constitute a material default by the Developer provided that Developer resumes and continues construction within five (5) business days following the date on which such Permitted Delay ends.

ARTICLE 15
CARE AND MAINTENANCE DURING AND AFTER CONSTRUCTION

1. During construction of the Buildings and Improvements, the Developer covenants and agrees to safely maintain the construction site, protect against damage to persons and property by reason of construction activities, and provide adequate security during non-construction periods. Developer shall take necessary actions to prevent trespass and nuisance at the construction site.

2. In the case of damage or loss to the Buildings and Improvements, Developer shall, as soon as possible after the occurrence of such loss or damage, repair or rebuild them so that the Buildings and Improvements are of the same general character as the approved construction plans and at least equal in value to the Buildings and Improvements prior to such loss or damage. See Article 8 of this Agreement as to insurance requirements and the use of insurance funds.

3. Permitted Delays excepted, such repairs shall be begun within 60 calendar days after such occurrence or, if rebuilding is required, such rebuilding shall be begun within 120 calendar days after such occurrence and in either case shall be completed in a reasonable time provided insurance funds are available, but in no event shall commencement of repairs or rebuilding be delayed beyond 180 days from the date of occurrence. The Developer shall pay for all such repairing and rebuilding so that the Property and the Buildings and Improvements shall be free and clear of all liens of mechanics and materialmen and similar liens arising out of such repair, rebuilding or reconstruction of the Buildings and Improvements.

ARTICLE 16
COMPLETION OF CONSTRUCTION

The Developer shall complete all Buildings and Improvements, except for Permitted Delays as set forth in the Project Schedule (Exhibit 4). By completion it is understood and agreed that the same shall mean the final Certificate of Occupancy and the Notice of Completion have been issued on all Buildings and Improvements. Developer's failure to complete construction of the Buildings and Improvements in accordance within the time frames set forth in the Schedule, subject to extension for Permitted Delays, shall constitute material default in accordance with the provisions of this Agreement.

ARTICLE 17
NOTICE OF COMPLETION

Within five (5) business days after Developer's completion of the Buildings and Improvements as evidenced by issuance of the Certificate of Occupancy, the CRA shall inspect the Buildings and Improvements for satisfactory completion. If, in its sole discretion, the CRA finds the Buildings and Improvements have been satisfactorily completed, the CRA shall promptly furnish Developer with a Notice of Completion.

ARTICLE 18
OTHER DUTIES OF THE DEVELOPER

1. Access to Work. Developer agrees that representatives of the City, CRA and other applicable regulatory agencies shall and will have access to the Work whenever it is in preparation or progress and that the Developer will provide proper facilities for such access and inspection.

2. Anti-Kickback Act. Developer shall comply with regulations of the Secretary of Labor of the United States of America made pursuant to the Anti-Kickback Act of June 13, 1934, 40 U.S.C. 276(c) and any amendments or modifications thereto. Developer shall ensure appropriate provisions are inserted in its subcontracts to ensure Developer's subcontractors are in compliance with the aforementioned Anti-Kickback Act; subject, however, to any reasonable limitations, variations, tolerances and exemptions from the requirements of said Anti-Kickback Act as the Secretary of Labor may specifically provide.

3. Local Business Program.

a. Developer acknowledges and agrees that with all due diligence and to the greatest extent possible, it will involve the participation of Pompano Beach Local Vendors and Pompano Beach residents in construction and marketing of the Project.

b. Developer shall use its commercially reasonable efforts to achieve participation of Pompano Beach Local Vendors and Pompano Beach residents contracting and subcontracting firms. Developer shall utilize as many Pompano Beach Local Vendors and Pompano Beach residents as feasible for performance of the contracts and subcontracts for construction and marketing of the Projects. For the purposes of this Article, Local Vendors shall mean a business entirety which has maintained a permanent place of business within the city limits of the City of Pompano Beach. The permanent place of business may not be a post office box. The business must be staffed with full-time employees within this local office and have a current business tax receipt from the City of Pompano Beach.

4. Permitted Development Uses. Developer shall develop the Property for use in compliance with all applicable land use, land development and zoning regulations and the same shall govern development of the Property for the duration of this Agreement.

ARTICLE 19
EVALUATION, MONITORING REPORTS AND
OWNERSHIP OF DOCUMENTS

1. Upon request, Developer shall provide the CRA, in a format reasonably acceptable to both parties, information, data and reports to be used by the CRA in monitoring Developer's performance in carrying out the Project. Developer understands and agrees the CRA will carry out periodic monitoring and evaluation activities as it deems necessary and that continuation of this Agreement is dependent upon satisfactory evaluation conclusions. Such

evaluation will be based on the terms of this Agreement, comparisons of planned versus actual progress relating to Project scheduling, budgets, construction and marketing.

2. All reports, plans, surveys, information, documents, maps and other data procedures developed, prepared, assembled or completed by Developer for the purposes of this Agreement shall be co-owned by the Developer and the CRA without restriction, reservation or limitation of their use, and shall be made available by Developer at any time upon request by CRA. Upon completion of all Work contemplated under this Agreement, copies of all of the above data shall be delivered to the CRA representative upon the CRA's written request.

ARTICLE 20 **DEFAULT AND REMEDIES TO CURE DEFAULT**

1. Default by Developer. The following shall constitute an Event of Default under the Agreement:

a. Failure of Developer to meet the development timelines provided for in Exhibit 4 of this Agreement, subject to any amendments executed by the parties which extended the development timelines, and such default continues for a period of 30 days after written notice from the CRA;

b. Failure of Developer to comply with the material terms, conditions or covenants of this Agreement that Developer is required to observe or perform and such default continues for a period of 30 days after written notice from the CRA;

c. This Agreement, the Property or any part of the Building and Improvements are taken upon execution or by other process of law directed against Developer, or are taken upon or subjected to any attachment by any creditor of Developer or claimant against Developer, and such attachment is not discharged within 90 days after its levy;

d. Developer shall be unable to pay the Developer's debts as the same shall mature;

e. Developer shall file a voluntary petition in bankruptcy or voluntary petition seeking reorganization or to affect a plan or an arrangement with or for the benefit of Developer's creditors;

f. Developer shall apply for or consent to the appointment of a receiver, trustee or conservator for any portion of the Developer's property or such appointment shall be made without Developer's consent and shall not be removed within 90 days;

g. Prior to completing the Buildings and Improvements, Developer abandons or vacates any portion of the Project for a period of more than 30 consecutive days;

h. Failure of Developer to perform any other material covenants, agreements, undertakings or terms of this Agreement, or if the representations set forth herein are materially untrue or incorrect, then such breach shall be deemed a material default; and

i. If the Developer fails to perform any of the following construction activities related to the Buildings and Improvements required to be undertaken by the Developer ("Construction Activities"): (i) failure to give the Construction Notice as set forth in this Agreement; or (ii) failure to complete the Construction Conditions Precedent to Commencement within the time set forth in this Agreement; or (iii) failure to undertake the Commencement of Construction in accordance with this Agreement; or (iv) after Commencement of Construction has begun, failure to timely and continuously pursue construction of the Buildings and Improvements except for Permitted Delays; then the CRA shall have the right to give Developer written notice of such failure.

2. Default by CRA. The following shall constitute an Event of Default under the Agreement:

a. Failure of the CRA to comply with the material terms, conditions or covenants of this Agreement that the CRA is required to observe or perform.

3. Remedies in the Event of Default.

a. General. If the Developer fails to cure an Event of Default within the time provided therefore, the CRA shall have the right to terminate this Agreement and/or may institute such proceedings as may be necessary or desirable in its opinion to cure and remedy said default or breach, including, but not limited to, proceedings to compel Developer's specific performance, damages for breach of contract, forfeiture of Developer's interest in the Property, including the Buildings and Improvements, pursuant to the Agreement For Reconveyance Of Property attached as Exhibit 6 or judicial enforcement of the CRA's reversionary interest.

b. Informal Dispute Resolution Process. The parties desire to minimize the adverse effect and cost of disputes in recognition of the complexities involved in implementing this Development Agreement. As to disputes between the CRA and the Developer, the parties agree that in the first instance, their respective Contract Administrators shall endeavor to resolve every dispute amicably and to also define the nature and extent of any disagreement to the extent possible. Both parties shall be entitled to have representatives present at any such meeting or conference.

If the parties' Contract Administrators are unable to reach an agreement within five (5) business days after the dispute arises, the parties are encouraged, but not required, to seek the services of a mediator to facilitate dispute resolution. If the parties agree to mediation, the parties shall share the cost of such mediation equally.

4. Termination by Developer Prior to Conveyance.

a. If the CRA does not tender conveyance of the Property or possession thereof, in the manner and condition, and by the date provided in this Agreement, and such failure is not be cured within thirty (30) days after the Developer provides a written demand to the Contract Administrator, Developer may terminate this Contract or avail itself of any remedy allowable at law or in equity.

b. If the Developer fails to timely provide the CRA with evidence satisfactory to the CRA that Developer has Financing Commitments and sufficient equity capital for construction within the time and in the manner set forth above, then Developer shall have ten (10) additional days to provide reasonable evidence to the CRA that it has sufficient financial resources reasonably available to complete construction of the Property as required by this Agreement. In the event Developer is unable to demonstrate sufficient cash as provided herein, then the CRA may terminate this Agreement upon delivery of written notice to the Developer, upon which the parties shall be relieved of all further obligations and liabilities one to the other.

5. Termination by CRA Prior to Conveyance.

Except as may be specifically provided herein, upon the occurrence of either of the following conditions, this Agreement and any rights of Developer arising therefrom with respect to the CRA or the Property, shall be terminated at the CRA's option in which case neither Developer nor the CRA shall have any further rights against or liability to the other under this Agreement:

a. Prior to the conveyance of the Property to the Developer and in violation of the Agreement, the Developer or any successor or assigns or attempts to assign the Agreement or any rights therein, or in the Property, or there is any change in the ownership or control of the Developer not permitted by this Agreement; or

b. The Developer fails to submit evidence of financing for the construction of the Building and Improvements in satisfactory form and in the manner so provided in this Agreement, and fails to provide reasonable evidence to the CRA that it has sufficient financial resources reasonably available to complete construction of the Property in accordance with this Agreement.

6. Revesting Title in CRA Upon Happening of Event Subsequent to Conveyance to Developer.

The CRA shall have the right to re-enter and take possession of the Property pursuant to the Agreement For Re-Conveyance of Property attached as Exhibit 6 or to judicially enforce its reversionary interest in the Property, if, subsequent to the CRA's conveyance of the Property to the Developer, any of the following events occurs:

a. The Developer (or successor in interest) shall materially default in or violate its obligations with respect to construction of the Building and Improvements or shall

abandon or substantially suspend construction work, and any such default, violation, abandonment, or suspension shall not be cured, ended, or remedied within thirty (30) calendar days after the CRA gives written notice. Notwithstanding the foregoing, in the event a cure is not reasonably possible within 30 days, a Default shall not be deemed to occur in the event the Developer commences a cure within the 30-day period and proceeds with reasonable diligence to cure the Default thereafter; or

b. The Developer (or successor in interest) shall fail to pay real estate taxes or assessments on the Property or any part thereof when due, or shall place or suffer to be placed on the Property any encumbrance or lien not authorized by the Agreement, or shall breach any of the terms, conditions or covenants on any authorized encumbrance against the Property, or shall suffer any levy or attachment to be made, or any material men's or mechanic's lien, or any other unauthorized encumbrance or lien to attach, and such taxes or assessments shall not have been paid, or the encumbrance or lien removed, bonded or discharged or provision satisfactory to the CRA made for such payment, removal, bonding or discharge, or shall fail to cure any breach of the various terms and conditions of such encumbrances authorized by this Agreement within thirty (30) days after the CRA's written demand to do so; or

c. In violation of the Agreement, there is any transfer of the Property or any part thereof, or any change in ownership or control of the Developer contrary to the terms of this Agreement, and such violation is not cured within thirty (30) days after the CRA's written demand to the Developer; or

d. The Property becomes the subject of a foreclosure lawsuit filed on account of an alleged default on a mortgage held by any Project Lender.

It is the intent of this provision, together with other provisions of this Agreement, that in the event of any material default, failure, violation, or other action or inaction by Developer as set forth herein which Developer fails to timely remedy, Developer shall yield up and surrender the Property peacefully and quietly to the CRA, including the complete or incomplete Buildings and Improvements and any equipment located thereon, in accordance with the Agreement For Re-Conveyance of the Property attached as Exhibit 6. Developer further agrees to execute and deliver to CRA such instrument or instruments as shall be required by CRA as will properly evidence termination of Developer's rights hereunder or its interest therein.

Accordingly, in the event the CRA elects to terminate this Agreement, the CRA shall have the right to repossess the Property, the complete or incomplete Buildings and Improvements and any equipment located thereon. Developer acknowledges and agrees that Developer's interest and any and all rights therein shall terminate and the Property and the complete or incomplete Buildings and Improvements shall be the property of the CRA free and clear of any and all claims, rights, liens or encumbrances by, through or under the Developer, and that such title and all rights and interests of the Developer, and any assigns or successors in interest to and in the Property shall revert to the CRA provided that under such condition subsequent, the CRA's reversionary interest and any reversion of title in the CRA shall always be subject and insubordinate to and limited by, and shall not defeat, render invalid or limit in any way the lien of any mortgage, holders of mortgages, Letter of Credit, or Letter of Credit

Providers authorized by this Agreement for development and completion of the Project, and provided further that the CRA shall provide notice to such mortgage holders and Letter of Credit Provider prior to exercise of its reversionary interest.

7. Other Rights and Remedies of the CRA; No Waiver by Delay.

The CRA shall have the right to institute such actions or proceedings as it may deem desirable for effectuating the purposes of this Agreement provided that any delay by the CRA in instituting or prosecuting any such actions or proceedings or otherwise asserting its rights under this Agreement shall not operate as a waiver of such rights or limit them in any way.

The intent of this provision is that the CRA shall not be constrained to exercise such remedy at a time when it may still hope to otherwise resolve the problems created by the default or risk being deprived of or limited in the exercise of the remedies provided in this Section because of concepts of waiver, laches, or otherwise. Further, nor shall any waiver in fact made by the CRA with respect to any specific default by Developer under this Agreement be considered as a waiver of the CRA's rights with respect to any other defaults by Developer under this Agreement or with respect to the particular default.

8. Permitted Delay in Performance for Causes Beyond Control of Party.

Neither the CRA nor Developer (or any successor in interest) shall be considered in breach of its obligations with respect to commencing and completing construction of the Buildings and Improvements in the event of Permitted Delays due to unforeseeable causes beyond its control and without its fault or negligence, including, but not limited to, strikes; walkouts; acts of God; failure or inability to secure materials or labor by reason of priority or similar regulation or enemy action; civil disturbance; fire or other casualty.

In the event of the occurrence of any such Permitted Delay, the intent and purpose of this provision is that the time(s) for performance of Developer's obligations with respect to construction and completion of the Buildings and Improvements shall be extended for the period of the Permitted Delay as determined by the CRA provided that the party seeking the benefit of these provisions shall, within five (5) days after the beginning of any such enforced delay, have first notified the other party in writing of the cause or causes thereof and requested an extension for the period of the enforced delay.

9. Rights and Remedies Cumulative.

The rights and remedies of the parties to this Agreement, whether provided by law or by the Agreement, shall be cumulative, and the exercise by either party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other such remedies for the same default or breach or of any of its remedies for any other default or breach by the other party, at the same or different times, of any other such remedies for the same default or breach or of any of its remedies for any other default or breach by the other party.

No waiver made by either party with respect to the performance, manner, time, or any obligation of either party or any condition under this Agreement shall be considered a waiver of any rights of the party making the waiver with respect to the particular obligation of the other party or condition beyond those expressly waived in writing or a waiver in any respect in regard to any other rights of the party making the waiver or any other obligations of the other party.

10. Party in Position of Surety with Respect to Obligations.

The Developer, for itself and its successors and assigns, and for all other persons who are or who shall become, whether by express or implied assumption or otherwise, liable upon or subject to any obligation or burden under this Agreement, hereby waives, to the fullest extent permitted by law and equity, any and all claims or defenses otherwise available on the ground of its (or their) being or having become a person in the position of a surety, whether real, personal, or otherwise or whether by agreement or operation of law, including, without limitation, any and all claims and defenses based upon extension of time, indulgence, or modification of terms of contract.

ARTICLE 21
NOTICES AND DEMANDS

1. Any notice or other communication required or permitted to be given under this Contract shall be in writing and shall be deemed to have been given (a) on the same date as the date in which such notice is delivered personally or sent by electronic mail, (b) on the date that is three (3) Business Days after the date on which such notice is deposited in the United States mail, registered or certified mail, postage prepaid, return receipt requested, or (c) on the date that is one (1) Business Day after the date on which such notice is sent by overnight courier services (such FedEx or any other national courier service), and, in each case, addressed to the applicable party at its address(es) set forth below (or to such other address as either party may from time to time specify in a written notice to the other in accordance with the terms hereof).

If to the CRA	Pompano Beach Community Redevelopment Agency Attn: Executive Director 100 W. Atlantic Boulevard, 4 th Floor Pompano Beach, Florida 33060 954-545-7835 Phone 954-786-7836 Fax Greg.Harrison@copbfl.com
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If to Developer:	Mekaela Frazier, Owner and Managing Member 500 NE 38 th Street Pompano Beach, FL 33064 954-214-4809 Phone frazierelitehomes@gmail.com
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2. Any such notice shall be deemed to have been given as of the time of actual delivery or, in the case of mailing, when the same should have been received in due course.

ARTICLE 22
DEVELOPER'S INDEMNIFICATION OF CITY AND CRA

1. The Developer shall protect, defend, indemnify and hold harmless the City of Pompano Beach (City) and the Pompano Beach CRA (CRA), its officers, employees and agents from and against any and all lawsuits, penalties, damages, settlements, judgments, decrees, costs, charges, and other expenses including attorney's fees or liabilities of every kind in connection with or arising directly out of the Building and Improvements, operation, or possession of the Property by Developer except for any occurrence arising out of or resulting from intentional torts or gross negligence of the City's or CRA's officers, agents and employees.

2. The Developer will indemnify and save the City and CRA or the City's and the CRA's agents harmless from all claims growing out of the lawful demands of subcontractors, laborers, workmen, mechanics, materialmen and furnishers of machinery and parts thereof, equipment, tools, and all supplies, incurred in the furtherance of the performance of the Work.

3. Without limiting the foregoing, any and all such claims, suits, causes of action, etc., relating to personal injury; death; damage to property; defects in construction; rehabilitation or restoration of the Buildings and Improvements; actual or alleged infringement of any patent, trademark, copyright, or other tangible or intangible personal or real property right; any actual or alleged violation of any applicable statute, ordinance, administrative order, rule, regulation or decree of any court, are included in the indemnity.

4. The Developer further agrees to investigate, handle, respond to, provide defense for, and defend any such claims at Developer's sole expense and agrees to bear all other costs and expenses related thereto, even if the claim(s) is/are groundless, false or fraudulent. The foregoing indemnification shall not be operative as to any claims by Developer for breach of warranties under the Deed(s) or any causes of action the Developer has or may have for breaches or defaults by the City and CRA under this Agreement.

ARTICLE 23
NON-ASSIGNABILITY AND SUBCONTRACTING

1. This Agreement is not assignable and Developer agrees it shall not sell, assign, transfer, merge or otherwise convey any of its interests, rights or obligations under this Agreement, in whole or in part, to any other person, corporation or entity.

2. Any attempt by Developer to assign or transfer any of its rights or obligations under this Agreement without first obtaining the CRA's written approval will result in CRA's immediate cancellation of this Agreement. Specifically, no assignment of any right or obligation under this Agreement shall be binding on the CRA without the formal written consent of the CRA Board.

3. In addition, this Agreement and the rights and obligations herein shall not be assignable or transferable by any process or proceeding in court, or by judgment, execution, proceedings in insolvency, bankruptcy or receivership, and in the event of Developer's insolvency or bankruptcy, CRA may at its option terminate and cancel this Agreement as provided for in Article 20 herein.

4. Nothing herein shall be construed to create any personal liability on the part of the CRA or its agent(s) nor shall it be construed as granting any rights or benefits hereunder to anyone other than CRA and Developer.

ARTICLE 24 **ACCOUNTING AND RECORD KEEPING PROCEDURES**

1. CRA shall have the right to inspect the Project, as well as the right to audit the books, records and accounts of Developer that are related to the Project. Developer shall keep such books, records and accounts as may be necessary in order to record complete and correct entries related to the Project.

2. Developer shall be required to record, preserve and make available, at reasonable times for examination by CRA, complete and accurate records for all activities and revenues generated under this Agreement, including all financial records, supporting documentation, statistical records, federal/state tax returns; and any other documents attendant to Developer's provision of goods and services under this Agreement for the required retention period of the Florida Public Records Act, Chapter 119, Florida Statutes, if applicable, or if the Florida Public Records Act is not applicable, for a minimum period of five (5) years after termination of this Agreement.

3. However, if an audit has been initiated and audit findings have not been resolved, the records shall be retained until resolution of the audit findings. Any incomplete or incorrect entry in such books, records and accounts shall be a basis for CRA's disallowance and recovery of any such payment.

ARTICLE 25 **NONDISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY** **AND AMERICANS WITH DISABILITIES ACT**

1. There shall be no discrimination in the use and marketing of the Property or any Building or Improvements thereon and Developer, while acting pursuant to this Agreement, shall not discriminate against any worker, employee, patron or member of the public on the basis of race, creed, religion, age, sex, familial status, disability or country of national origin.

2. Developer shall not unlawfully discriminate against any person in its activities attendant to the Project and shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA), including Titles I and II regarding nondiscrimination on the basis of disability and all applicable regulations, guidelines, and standards. Developer shall also comply with Title I of the ADA regarding nondiscrimination on the basis of disability in

employment and further shall not discriminate against any employee or applicant for employment because of race, age, religion, color, gender, sexual orientation, national origin, marital status, political affiliation, or physical or mental disability.

3. Developer's decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully or appropriately used as a basis for service delivery.

3. Developer shall take affirmative action to ensure that the qualified homebuyers are treated without regard to race, age, religion, color, gender, sexual orientation, national origin, marital status, political affiliation or physical or mental disability during employment. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.

ARTICLE 26
PUBLIC ENTITY CRIMES ACT

Through execution of this Agreement and in accordance with Section 287.133, Florida Statutes, Developer certifies that it is not listed on the convicted vendors list maintained by the State of Florida, Department of General Services.

ARTICLE 27
NO CONTINGENT FEE

1. Developer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Developer to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for Developer any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

2. In the event of Developer's breach or violation of this provision, the CRA shall have the right to terminate this Agreement without liability and, at the CRA's sole discretion, to recover the full amount of such fee, commission, percentage, gift or consideration.

ARTICLE 28
WAIVER AND MODIFICATION

1. Failure to insist upon strict compliance with any terms, covenants or conditions of this Agreement shall not be deemed a waiver of such, nor shall any waiver or relinquishment of such right or power at any time be taken to be a waiver of any other breach.

2. Either party may request changes to modify certain provisions of this Agreement; however, unless otherwise provided for herein, any such changes must be contained in a written

amendment executed by both parties with the same formality of this Agreement. It is further agreed the omission of a term or provision contained in an earlier draft of this Agreement shall have no evidentiary significance regarding the contractual intent of the parties and that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document agreed to and executed by authorized representatives of both parties with the same formality of this Agreement.

3. Both parties acknowledge that lenders for the Project may require certain modifications to this Agreement and agree to use their best efforts to effectuate such modifications. Approvals of such modifications shall not be unreasonably withheld. If commercially reasonable modifications required by such parties are not effectuated such that funding pursuant to the Financing Commitments is not available from any lender or other financing sources, then Developer may terminate this Agreement upon written notice to the CRA whereupon the parties shall be relieved of any further liability hereunder.

ARTICLE 29
ABSENCE OF CONFLICTS OF INTEREST

1. Developer represents it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with its performance hereunder. Developer further represents no person having any interest shall be employed or engaged by it for said performance.

2. Developer shall promptly notify the CRA in writing by certified mail of all potential conflicts of interest for any prospective business association, interest or other circumstance that may influence or appear to influence Developer's judgment or quality of services being provided hereunder. Said notification shall identify the prospective business interest or circumstance and the nature of work that Developer intends to undertake and shall request the CRA's opinion as to whether such association, interest or circumstance would, in the opinion of the CRA, constitute a conflict of interest if entered into by Developer.

ARTICLE 30
NO WAIVER OF SOVEREIGN IMMUNITY

Nothing contained in this Agreement is intended to serve as a waiver of sovereign immunity by CRA or the City.

ARTICLE 31
SEVERABILITY

The invalidity of any provision hereof shall in no way affect or invalidate the remainder of this Agreement.

ARTICLE 32
JURISDICTION, VENUE AND WAIVER OF TRIAL

1. This Agreement shall be governed by the laws of the State of Florida, both as to interpretation and performance. CRA and Developer submit to the jurisdiction of Florida courts and federal courts located in Florida. In the event of a dispute as to the interpretation or application of or an alleged breach of this Agreement, the parties agree that proper venue for any suit at law or in equity attendant to this Agreement shall be instituted and maintained only in courts of competent jurisdiction in Broward County, Florida, and that such dispute shall be heard by a judge, not a jury. CRA and Developer expressly waive any rights they have to a trial by jury.

2. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and in addition to every other remedy given herein, now or hereafter existing at law or in equity or by statute or otherwise.

ARTICLE 33
BINDING EFFECT

Upon execution of this Agreement, a copy of this Agreement shall be recorded among the Public Records of Broward County, Florida. This Agreement shall be binding upon and enforceable by and against the parties hereto, their personal representatives, heirs, successors, grantees and assigns.

ARTICLE 34
ATTORNEY'S FEES

In the event of any litigation involving the terms and conditions of this Agreement or otherwise relating to the transaction encompassed herein, it is understood and agreed that the prevailing party in such litigation shall be entitled to recover from the non-prevailing party reasonable attorney and paraprofessional fees as well as all out-of-pocket costs and expenses incurred thereby by the prevailing party in such litigation through all appellate levels.

ARTICLE 35
NO THIRD-PARTY BENEFICIARIES

Developer and CRA acknowledge and agree that this Agreement, the Agreement For Re-Conveyance of Property, the Declaration of Covenants and Restrictions and other contracts and agreements pertaining to the Project will not create any obligation on the part of Developer, the CRA or the City to third parties. No person not a party to this Agreement will be a third-party beneficiary or acquire any rights hereunder.

ARTICLE 36
APPROVALS

1. Whenever CRA approval is required for any action under this Agreement, either by the CRA Board or its Contract Administrator, said approvals shall not be unreasonably withheld.

2. Provided the CRA does not incur any cost or liability for doing so, the CRA shall cooperate with Developer and timely execute any documents necessary to vacate utility easements and dedicated alleys and/or secure building permit approval, connection to all utilities, and all required development permits.

ARTICLE 37
FORCE MAJEURE

1. Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, war, civil disorder, sabotage, accident, flood, acts of God or by any reason of any other matter or condition beyond the control of either party which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall economic hardship or lack of funds be considered an event of force majeure.

2. If either party is unable to perform or delayed in their performance of any obligations under this Agreement by reason of any event of force majeure, such inability or delay shall be excused at any time during which compliance therewith is prevented by such event and during such period thereafter as may be reasonably necessary for either party to correct the adverse effect of such event of force majeure.

3. In order to be entitled to the benefit of this provision, within five days after the beginning of any such delay, a party claiming an event of force majeure shall have given the other party written notice of the cause(s) thereof, requested an extension for the period and also diligently proceeded to correct the adverse effect of any force majeure. The parties agree that, as to this Article, time is of the essence.

ARTICLE 38
INDEPENDENT CONTRACTOR

Developer is an independent contractor under this Agreement and services provided by Developer pursuant to this Agreement shall be subject to the supervision of CRA. In performance of its obligations hereunder, neither Developer nor its agents shall act as officers, employees or agent of the CRA. This Agreement shall not constitute or make the parties a partnership or joint venture.

ARTICLE 39
OWNERSHIP OF DOCUMENTS

All reports, plans, surveys, information, documents, maps and other data procedures Developer developed, prepared, assembled or completed for construction of the Buildings and Improvements shall be co-owned by the CRA without restriction, reservation or limitation of their use, and shall be made available by Developer at any time upon request by CRA. Upon completion of all Work contemplated under this Agreement, copies of all of the above data shall be delivered to the CRA representative upon CRA's written request.

ARTICLE 40
ENTIRE AGREEMENT AND INTERPRETATION

1. This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and both parties agree there are no commitments, agreements or understandings concerning the subject matter herein that are not contained in this Agreement. Accordingly, both parties agree no deviation from the terms herein shall be predicated upon any prior representations or agreements, whether oral or written.

2. This Agreement shall be interpreted as drafted by both parties hereto equally and each party has had the opportunity to be represented by counsel of their choice. Regardless of which party or party's counsel prepared the original draft and subsequent revisions of this Agreement, both CRA and Developer and their respective counsel have had equal opportunity to contribute to and have contributed to its contents, and this Agreement shall not be deemed to be the product of, and therefore construed against either party.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first above written.

Signed, Sealed and Witnessed
In the Presence of:

**POMPANO BEACH COMMUNITY
REDEVELOPMENT AGENCY**

Witness Signature

By: _____
Rex Hardin, Chairman

Print Name: _____

Witness Address

By: _____
Gregory P. Harrison, Executive Director

Witness Signature

Print Name: _____

Witness Address

ATTEST:

Print Name: _____

By: _____
Kervin Alfred, Secretary

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of physical presence or Online notarization, this _____ day of _____, 2026 by Rex Hardin as Chairman, GREGORY P. HARRISON, as Executive Director and KERVIN ALFRED as Secretary of the Pompano Beach Community Redevelopment Agency, each on behalf of the Pompano Beach Community Redevelopment Agency, and who are each personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

"DEVELOPER":

FRAZIER ELITE HOMES, LLC
A Florida Limited Liability Company

Signed, Sealed and Witnessed
In the Presence of

[Signature]
Witness Signature

By: Mekaela Frazier
Mekaela Frazier, Owner and Managing Member

Print Name: William Jackson

240 SW 2nd Court, Deerfield Beach, FL 33441

Witness Address
[Signature]
Witness Signature

Print Name: Deleon McCall

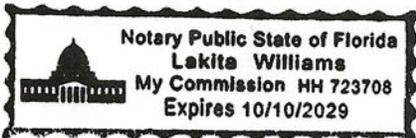
500 NE 38th Street, Pompano Beach, FL 33064

Witness Address

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 30 day of January, 2026 by Mekaela Frazier, Owner and Managing Member of Frazier Elite Homes, LLC, a Florida Limited Liability Company, on behalf of the company, and she is personally known to me or has produced _____ as identification.

NOTARY'S SEAL:



Lakita Williams
NOTARY PUBLIC, STATE OF FLORIDA
(Signature of Notary Taking Acknowledgement)

Lakita Williams
(Name of Acknowledger Typed, Printed or Stamped)

HH 723708
Commission Number

Exhibit 1 – Legal Description of the Property

Folio Number: 4842 34 08 0470

Address: 1910 NW 7 Street, Pompano Beach, FL 33069

Legal: LOT 24, LESS THE EAST 10 FEET THEREOF, BLOCK 2, WILLIAMS SUBDIVISION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 28, PAGE 47 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

Exhibit 2 – Developer’s Proposal

Exhibit 3 – Copy of Newspaper Advertisement

SUN-SENTINEL

Sold To:

City of Pompano Beach CRA - CU00192207
100 W. Atlantic Blvd., Room 276
Pompano Beach, FL 33060

Bill To:

City of Pompano Beach CRA - CU00192207
100 W. Atlantic Blvd., Room 276
Pompano Beach, FL 33060

Published Daily

Fort Lauderdale, Broward County, Florida
Boca Raton, Palm Beach County, Florida
Miami, Miami-Dade County, Florida

State Of Florida

County Of Orange

Before the undersigned authority personally appeared
Rose Williams, who on oath says that he or she is a duly authorized representative of the SUN- SENTINEL,
a DAILY newspaper published in BROWARD/PALM BEACH/MIAMI-DADE County, Florida; that the
attached copy of advertisement, being a Legal Notice in:

The matter of 11745-Other Legal Notices ,
Was published in said newspaper by print in the issues of, and by publication on the
newspaper's website, if authorized on Jul 06, 2025
SSC Other Legal Notices
Affiant further says that the newspaper complies with all legal requirements for
publication in Chapter 50, Florida Statutes.

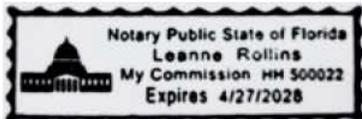


Signature of Affiant

Sworn to and subscribed before me this: July 07, 2025.



Signature of Notary Public



Name of Notary, Typed, Printed, or Stamped
Personally Known (X) or Produced Identification ()

Affidavit Delivery Method: E-Mail
Affidavit Email Address: Nguyen.Tran@copbfl.com
7838659

SUN-SENTINEL

**POMPANO BEACH COMMUNITY
REDEVELOPMENT AGENCY
NOTICE OF INTENT TO ENTER INTO
PROPERTY DISPOSITION AND
DEVELOPMENT AGREEMENT**

Pursuant to Section 163.380, Florida Statutes, the Pompano Beach Community Redevelopment Agency (CRA) hereby notifies all prospective private developers of its intent to dispose of the following properties as follows: Parcel Id: 484233041890 (Lots 440 & 441 Collier City Unrecorded Plat) and 484234080470 (Lot 24, Less E. 10 Ft. for Rd, Block 2 of Williams Subdivision, PB28 PG47). The lots are vacant and will be utilized for the CRA's infill housing program. Parcel Id 484234080470 is Deed Restricted for Affordable Housing to serve Low to Moderate Income persons or families.

Proposals are hereby invited from, and all pertinent information shall be made available to private developers or persons interested in undertaking to develop the property. Proposals should demonstrate an ability to provide complete construction financing, ability to construct a quality affordable residential home with a qualified homebuyer if a single-family product is proposed. Additional information such as builder qualifications, land acquisition price, purchase price/or rental price, construction cost estimate, estimated time for completion, floor plans, renderings, proposed unit size and specifications, funding commitments and any pertinent information is required. For additional information, please contact Nguyen Tran, 501 Dr. Martin Luther King Jr. Blvd., Suite 1, Pompano Beach, FL 33060 or by calling at (954) 545-7769.

All proposals must be submitted by those interested within thirty (30) days after the date of this public notice to: Pompano Beach Community Redevelopment Agency, 501 Dr. Martin Luther King Jr. Boulevard, Suite 1, Pompano Beach, FL 33060. The CRA Board reserves the right to accept or reject any proposal and to negotiate an agreement with any selected proposers.

POMPANO BEACH CRA, POMPANO
BEACH, FL
BY: Nguyen Tran
Published: July 6, 2025.
Sun Sentinel
7/6/2025 7838659

Order # - 7838659

Exhibit 4 – Project Schedule

Proposed Development Schedule – Single Family Home

Phase 1 – CRA & City Process

Month 1: CRA and City initial review & negotiations
Month 1–1.5: Draft and finalize Development Agreement with CRA
Month 1.5–2: CRA/City approval of Development Agreement
Month 2–2.5: Pre-application meeting with Planning Department

Phase 2 – Design & Approvals

Month 2–3: Architectural drawings (schematic + design development)
Month 3–3.5: Site plan submittal & City review (Round 1)
Month 3.5–4: Resubmittal / Site Plan Approval
Month 4–4.5: Construction documents & Building Permit application
Month 4.5–5: Permit review & approval

Phase 3 – Closing & Financing

Month 3–4: Secure financing commitments
Month 4.5–5: Land purchase / closing

Phase 4 – Construction

Month 5–5.5: Mobilization, site prep, survey, soil test
Month 5.5–6.5: Slab, block work, tie beam
Month 6.5–7: Trusses, framing
Month 7–8: Rough-in (electrical, plumbing, HVAC)
Month 8–9: Windows, doors, stucco, roof
Month 9–10.5: Drywall, trim, tile, cabinets, countertops
Month 10.5–11: Driveway, landscaping, paint, appliances, systems install
Month 11–11.5: Final survey, blower door test, inspections

Phase 5 – Occupancy

Month 11.5–12: Final inspections & Certificate of Occupancy
Month 11.5–12: Marketing, sales, first occupancy

Exhibit 5 – Declaration of Covenants and Restrictions

Prepared by, record and return to:
Nguyen Tran
Pompano Beach CRA
100 W. Atlantic Boulevard, 4th Floor
Pompano Beach, FL 33060

Parcel Identification No. 4842 34 08 0470

DECLARATION OF COVENANTS AND RESTRICTIONS

THIS DECLARATION OF COVENANTS AND RESTRICTIONS ("Declaration") made and executed this ____ day of _____, 2026, by the POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY ("CRA"), a Florida municipal corporation, its successors and assigns, whose mailing address is 100 West Atlantic Blvd., Pompano Beach, Florida 33060.

W I T N E S S E T H:

WHEREAS, the CRA owns the real property located at 1910 NW 7th Street, Pompano Beach, Florida, more particularly described on Exhibit "A" attached hereto and made a part hereof (the "Property"); and

WHEREAS, Developer and the Pompano Beach Community Redevelopment Agency ("CRA") entered into that certain Property Disposition and Development Agreement (the "Development Agreement"); and

WHEREAS, the Development Agreement provides that the CRA shall sell the CRA owned parcel of land (the "Property") to Developer for \$50,000 and Developer will design, permit, fund and construct a for sale product consisting of a 2,290 sq. ft. concrete block 3-bedroom, 2-bath single family-home with 2-car garage and other Improvements to be constructed on the Property as part of the Project; and

WHEREAS, the Development Agreement provides that the Developer shall record a declaration of covenants and restrictions (the "Declaration") as to the Project; and

WHEREAS, the Development Agreement provides that the Property shall be subject to a deferred loan-to-grant in the amount of \$50,000 which shall be evidenced by a promissory note and mortgage deed executed in favor of the CRA at the time of conveyance of the single-family home; and

NOW, THEREFORE, the CRA hereby voluntarily declares that the Property shall be held, transferred, sold, conveyed, leased, mortgaged, used and improved subject to the following covenants and restrictions in favor of the CRA which shall be deemed covenants running with the Property and be binding on all parties having any right, title or interest in the Property, their heirs, successors and assigns during the term of this Declaration.

A. Restrictive Use of Property. This Declaration shall run with the land and shall restrict ownership of the Property to persons or families earning one hundred twenty percent (120%) or less of the average median income for Broward County. Anyone who purchases the Property is subject to this Declaration.

During a ten (10) year restrictive period, which shall commence upon Developer's conveyance of the Property to a Qualified Buyer, the deferred loan-to-grant of \$50,000 will be evidenced by a promissory note and mortgage (the "Loan Documents") in form acceptable to the CRA's Contract Administrator or City/CRA Attorney. The Loan Documents will provide that the loan will bear interest at zero percent (0%) and will decrease at the rate of 1/120th each month of the restrictive term described in the Restrictive Covenants so that the entire sum will be forgiven in 10 years if there is no default. Should a default occur at any time during the 10-year term, the homeowner will be obligated to repay the CRA the unamortized balance of the loan-to-grant amount owing at default. In the event that the homeowner fails to satisfy the repayment of the unamortized balance upon default, any indebtedness remaining unpaid shall, at the CRA's sole option, be subject to an interest rate of six percent (6%) per annum compounded monthly.

B. Right of Entry. Subject to the rights of subsequent Property owners, tenants and other occupants of the Property, the CRA reserves for itself and its representatives, the right to enter upon the Property at a reasonable time to determine whether it is being occupied and maintained in accordance with the terms of this Declaration.

C. Maintenance of the Property.

(i) The Property and all buildings and improvements thereon shall be maintained in a clean, sanitary and safe condition. The Property shall be appropriately landscaped and maintained in accordance with the CRA's Code of Ordinances. No portion of the Property shall be allowed to become or remain overgrown or unsightly.

(ii) The Property may not constitute a Public Nuisance for drug-related, prostitution-related, or stolen-property-related public nuisances and criminal gang activity as determined by the standards set forth in § 893.138(2)(a)-(e), Florida Statutes, as currently written or modified.

D. CRA Right to Enforce. The CRA, its successors and assigns but no other persons or entities shall be deemed beneficiaries of this Declaration and the covenants provided herein which shall run in favor of the CRA during the term of this Declaration.

The CRA may enforce this Declaration in any judicial proceeding in any court of competent jurisdiction seeking any remedy recognizable at law or in equity, including injunctive relief and specific performance, against any person, firm or entity violating or attempting to violate any term or condition of these covenants. The CRA's failure to enforce any provision contained in this Declaration shall in no event be deemed a waiver or such provision or of the CRA's right to thereafter enforce such provision.

E. Covenants; Binding upon Successors in Interest; Term; Severability.

(i) It is intended and agreed that this Declaration shall run with the Property and be binding, to the fullest extent permitted by law and equity, upon the Property Owner, its successors and assigns, for the benefit and in favor of, and enforceable by the CRA only.

(ii) This Declaration shall become effective upon recordation in the Public Records of Broward County, Florida. The restrictions, covenants, rights, and privileges granted, made, and conveyed herein shall run with the land and be binding on all persons and entities acquiring title to or use of the Property.

When used herein, the term CRA shall mean the Pompano Beach Community Redevelopment Agency, its successors and assigns. The term "Property Owner" shall mean the person or persons or legal entity or entities holding interests of record to the Property or any portion of the Property. Wherever used herein the terms "Property Owner" and CRA shall include their heirs, personal representatives, successors, agents and assigns.

(iii) Invalidation, in whole or in part, of any of the restrictive covenants by judgment of a court of competent jurisdiction shall in no way affect any of the other provisions or parts thereof which will remain in full force and effect.

F. Transfer of Title. During the term of this Declaration, any conveyance of the Property shall be subject to this Declaration and this Declaration shall be expressly referred to in any such conveyance.

G. Amendments, Modifications and Terminations. If a Property Owner desires to use the Property or any portion thereof for any use other than those permitted hereby, or otherwise desires to modify or terminate this Declaration, such Property Owner shall be required to apply to the CRA for an amendment of, or termination of these covenants and restrictions as to the particular affected property. The restriction requiring ownership of the Property by persons or families earning one hundred twenty percent (120%) or less of the average median income for Broward County may not be modified or terminated.

No waiver, modification or termination of this Declaration shall be effective unless contained in a written document formally approved by the CRA Board of Pompano Beach in who shall have sole discretion whether to modify or terminate any covenants and restrictions as to any portion of the Property.

H. Subordination. CRA acknowledges and agrees that: (i) the terms and provisions of this Declaration and all rights and obligations described herein are and shall be subordinate to the mortgage, security interest and rights granted to any institutional, governmental or other mortgagee or financing sources (collectively, "Lenders") in connection with any loans made by such Lenders relating to all or any portion of the Property only as to liens, judgments, monetary encumbrances and other financial obligations arising in connection with this Declaration; (ii) the subordination herein described shall be self-operative and effective without the requirement for the execution of a separate instrument; (iii) although a separate subordination is not required, if required by such Lenders, CRA agree to execute any agreement reasonably requested of them by such Lenders pursuant to formal approval by the CRA Commission; and (iv) while neither Lenders nor their successors in interest shall be liable for any obligations, claims, violations, liabilities, breaches or other matters arising prior to their acquisition of fee simple title to the Property through foreclosure or deed in lieu of foreclosure, in the event of such acquisition of fee

simple title, Lenders or their successors in interest shall be subject to the restrictions and covenants contained in this Declaration.

I. No Discrimination. By accepting a deed for conveyance of any portion of the Property and as part of the consideration thereof, each Property Owner and such Property Owner's heirs, personal representatives, successors in interest, and assigns, agrees not to unlawfully discriminate against any person in the exercise of its obligations under this Declaration and to take all such actions without regard to race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully used in the exercise of its obligations under this Declaration.

J. Governing Law and Venue. This Declaration shall be governed by the laws of the State of Florida, both as to interpretation and performance, and the proper venue for any resulting suit at law or in equity shall be instituted and maintained only in courts of competent jurisdiction in Broward County, Florida.

No remedy herein conferred in intended to be exclusive of any other remedy and each such remedy shall be cumulative and in addition to every other remedy provided herein, now or hereafter existing at law or in equity or by statute or otherwise.

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Signed, Sealed and Witnessed
In the Presence of:

**POMPANO BEACH COMMUNITY
REDEVELOPMENT AGENCY**

Witness Signature

By: _____
Rex Hardin, Chairman

Print Name:

By: _____
Gregory P. Harrison, Executive Director

Witness Address

Witness Signature

Print Name:

Witness Address

ATTEST:

By: _____
Kervin Alfred, Secretary

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 _____, 2026 by REX HARDIN as Chairman, GREGORY P. HARRISON, as Executive Director and KERVIN ALFRED as Secretary of the Pompano Beach Community Redevelopment Agency, each on behalf of the Pompano Beach Community Redevelopment Agency, and who are each personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

Exhibit "A"

Legal Description

Folio Number: 4842 34 08 0470

Address: 1910 NW 7 Street, Pompano Beach, FL 33069

Legal: LOT 24, LESS THE EAST 10 FEET THEREOF, BLOCK 2, WILLIAMS SUBDIVISION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 28, PAGE 47 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

Exhibit 6 – Agreement for Re-Conveyance of Property

Prepared by, record and return to:
Nguyen Tran
Pompano Beach CRA
100 W. Atlantic Boulevard, 4th Floor
Pompano Beach, FL 33060

Parcel Identification No. 4842 34 08 0470

AGREEMENT FOR RE-CONVEYANCE OF PROPERTY

For TEN DOLLARS and other good and valuable consideration (the “Re-Conveyance Price”), this Agreement For Re-Conveyance Of Property (the “Agreement”) is made and entered into as of _____, 2026 (“Effective Date”) by and between POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY (“CRA”), and FRAZIER ELITE HOMES, LLC, a Florida limited liability company, or its designee or assigns (“Developer”).

1. **Property.** CRA has agreed to convey to Developer and Developer has agreed to acquire from CRA the real property described on Exhibit “A” attached hereto and made a part hereof, together with any and all easements, rights of way, privileges, benefits, contract rights, development rights, permits, licenses, approvals, improvements or appurtenances arising from, pertaining to or associated with said real estate (collectively, the “Property”), pursuant to that certain Property Disposition and Development Agreement between Developer and CRA, of even date herewith (the “Development Agreement”).

2. **Developer’s Covenant to Develop Property; Re-Conveyance Upon Certain Events.** Pursuant to the Developer’s unsolicited proposal dated September 9, 2025, and in accordance with the terms of the Development Agreement, Developer has agreed to construct a 3-bedroom 2-bath concrete block single-family home (the “*Project*”) on the Property within fourteen (14 months) of the effective date of the Development Agreement.

Upon written demand from the CRA (“CRA’s Notice”), Developer shall re-convey the Property to CRA, and CRA shall take the Property from Developer on the terms and conditions set forth herein if, subsequent to the CRA’s conveyance of the Property to Developer, any of the following events occur:

(a) The Developer (or successor in interest) shall materially Default in or violate its obligations with respect to construction of the Buildings and Improvements or shall abandon or substantially suspend construction work, and any such default, violation, abandonment, or suspension shall not be cured, ended, or remedied within thirty (30) calendar days after the CRA gives written notice; or

(b) The Developer (or successor in interest) shall fail to pay real estate taxes or assessments on the Property or any part thereof when due, or shall place or suffer to be placed thereon any encumbrance or lien not authorized by the Agreement, or shall breach any of the terms, conditions or covenants on any authorized encumbrance against the Property, or shall suffer any levy or attachment to be made, or any material men’s or mechanic’s lien, or any other unauthorized encumbrance or lien to attach, and such taxes or assessments shall not have been paid, or the encumbrance or lien removed, bonded or discharged or provision satisfactory to the CRA made for such payment, removal, bonding or discharge, or shall fail to cure any breach of

the various terms and conditions of such encumbrances authorized by this Agreement within thirty (30) days after the CRA's written demand to do so; or

(c) In violation of the Agreement, there is any transfer of the Property or any part thereof, or any change in ownership or control of the Developer contrary to the terms of this Agreement, and such violation is not be cured within thirty (30) days after the CRA's written demand to the Developer; or

(d) Developer fails to complete construction of the Buildings and Improvements on the Property within fourteen (14 months) of the effective date of the Development Agreement, as contemplated by the Development Agreement. Completion of Project construction shall be evidenced by issuance of (i) the final Certificate of Occupancy for the Building and Improvements and (ii) the CRA's Notice of Completion for the Buildings and Improvements.

Upon Developer's sale of the Property to a Qualified Buyer as required by the Development Agreement and evidenced by the recorded deed transferring title, the CRA shall execute and record a termination of this Agreement in the Public Records of Broward County.

3. **Property Records; Title Matters.** Developer agrees to deliver to CRA at the closing of the Re-Conveyance (the "Re-Conveyance Closing") the originals or copies of property records described in Section 6(c), below. Developer's title to the Property shall be unencumbered except for (a) those matters of record which exist on the date of the closing of the Developer's acquisition of the Property, (b) customary easements or service agreements entered into between Developer and the providers of utility services, including but not limited to electric, water, sewer, and telecommunications services, and (c) such other matters which do not impair the marketability of title to the Property.

4. **Re-Conveyance Closing Date.** The date on which the Re-Conveyance Closing will take place shall be mutually agreed to by CRA and Developer, but in no event later than sixty (60) days following the Developer's receipt of the CRA's Notice.

5. **Developer's Documents.** Developer shall execute and deliver to CRA at the Re-Conveyance Closing the following (collectively, "Documents"):

(a) **Deed.** A **Quit Claim Deed** (the "Deed") duly executed and acknowledged by Developer, conveying to CRA fee simple marketable title to the Property;

(b) **No Lien, Gap and FIRPTA Affidavit.** An affidavit from Developer attesting that (i) no individual, entity or Governmental Authority (as defined below) has any claim against the Property under the applicable contractor's lien law, (ii) except for Developer, no individual, entity or Governmental Authority is either in possession of the Property or has a possessory interest or claim in the Property and (iii) no improvements to the Property have been made for which payment has not been made. The affidavit shall also include the certification of non-foreign status required under Section 1445 of the Internal Revenue Code to avoid the withholding of income tax by the CRA. For purposes of this Agreement "*Governmental Authority*" shall be defined as, any federal, state, county, municipal or other governmental department, entity, authority, commission, board, bureau, court, agency or any instrumentality of any of them.

(c) **Property Records.** The originals of all development rights, permits, licenses, benefits, consents or approvals, surveys, soil tests, water, sewer, or other utility capacity verification or reservation, development plans, engineering plans or specifications, tests, reports, studies, appraisals, analyses and similar documents or information in the possession of Developer pertaining to the Property, together with an assignment of all of Developer's right, title and interest with regard thereto.

(d) **Closing Statement.** A Closing Statement.

(e) **Documents to Close.** Such other documents as reasonably may be required to consummate the transaction contemplated by this Agreement.

Developer may deliver the Documents to a closing agent designated by CRA prior to the Re-Conveyance Closing, with escrow instructions for the release of the Documents and the disbursement of the Re-Conveyance Price.

6. **Expense Provisions.** All reasonable and customary expenses associated with the re-conveyance of the Property to the CRA shall be paid by the Developer at the Re-Conveyance Closing, including state documentary stamps and County surtax (if any) required on the Deed, and reasonable expenses of the CRA's legal counsel.

7. **Brokers.** Developer and CRA hereby represents and warrant to each other that they have not engaged or dealt with any agent, broker or finder with regard to this Agreement or to the re-conveyance of the Property contemplated hereby. Developer and CRA hereby indemnify each other and agree to hold each other free and harmless from and against any and all liability, loss, cost, damage and expense that either party shall ever suffer or incur, because of any claim by any agent, broker or finder who was engaged by either party, for any fee, commission or other compensation with respect to this Agreement or to the re-conveyance of the Property contemplated hereby.

8. **Prorations.** Real estate taxes for the year of the Re-Conveyance Closing shall be prorated based upon the most recent ascertainable taxes, without discount if based on an estimate. The parties agree to a re-proration and adjustment of the real estate taxes when the actual tax bill for the year of the Re-Conveyance Closing is received, if the re-proration would yield a payment by one party to the other in excess of \$250.

9. **Agreement Construction.** Developer and CRA acknowledge that this Agreement was prepared after substantial negotiations between the parties. This Agreement shall not be interpreted against either party solely because such party or its counsel drafted the Agreement.

10. **Miscellaneous.**

(a) **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. It is acknowledged that Developer will assign its rights under the Contract to an affiliated limited partnership and that upon such assignment all references herein to the "Developer" will be references to the Developer's assignee under the Contract.

(b) **Amendments and Termination.** Except as otherwise provided herein, this Agreement may be amended or modified by, and only by, a written instrument executed by CRA and Developer, acting by their respective duly authorized agents or representatives.

(c) **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

(d) **Notices.** Any notice or other communication required or permitted to be given under this Contract shall be in writing and shall be deemed to have been given (a) on the same date as the date in which such notice is delivered personally or sent by electronic mail, (b) on the date that is three (3) Business Days after the date on which such notice is deposited in the United States mail, registered or certified mail, postage prepaid, return receipt requested, or (c) on the date that is one (1) Business Day after the date on which such notice is sent by overnight courier services (such FedEx or any other national courier service), and, in each case, addressed to the applicable party at its address(es) set forth below (or to such other address as either party may from time to time specify in a written notice to the other in accordance with the terms hereof).

If to CRA: Pompano Beach Community Redevelopment Agency
Attn: Executive Director
100 W. Atlantic Boulevard, 4th Floor
Pompano Beach, Florida 33060
Telephone: (954) 786-5535
Email: Gregory.Harrison@copbfl.com

If to Developer: Mekaela Frazier, Owner and Managing Member
500 NE 38th Street
Pompano Beach, FL 33064
Telephone: (954) 214-4809
Email: frazierelitehomes@gmail.com

(e) **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same document.

(f) **Facsimile as Writing.** The Developer and CRA expressly acknowledge and agree that notwithstanding any statutory or decisional law to the contrary, the printed product of a facsimile transmittal shall be deemed to be written, and a writing, and may be treated as the original document for all purposes under this Agreement.

(g) **Interpretation of Agreement.** The section and paragraph headings herein contained are for the purposes of identification only and shall not be considered in construing this Agreement. As used in this Agreement, the masculine shall include the feminine and neuter, the singular shall include the plural and the plural shall include the singular as the context may require.

(h) **Merger of Prior Agreements.** This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and both parties agree there are no commitments, agreements or understandings concerning the subject matter herein that are not contained in this Agreement, other than that certain Development Agreement of even date herewith between the parties. Accordingly, both parties agree no deviation from the terms herein shall be predicated upon any prior representations or agreements, whether oral or written.

(i) **Sovereign Immunity.** Nothing contained in this Agreement is intended to serve as a waiver of sovereign immunity to the extent applicable to the CRA.

(j) **Attorneys' Fees and Costs.** In any litigation arising out of or pertaining to this Agreement, the prevailing party shall be entitled to an award of its attorneys' fees whether incurred before, after or during trial, or upon any appellate level.

(k) **Time.** Time is of the essence of this Agreement. When any time period specified herein falls or ends upon a Saturday, Sunday or legal holiday, the time period shall be automatically extended through the next ensuing business day.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

In witness whereof, CRA and Developer have caused this Agreement to be executed as of the respective dates set forth below:

Signed, Sealed and Witnessed
In the Presence of:

**POMPANO BEACH COMMUNITY
REDEVELOPMENT AGENCY**

Witness Signature

By: _____
Rex Hardin, Chairman

Print Name: _____

Witness Address

By: _____
Gregory P. Harrison, Executive Director

Witness Signature

Print Name: _____

Witness Address

ATTEST:

Print Name: _____

By: _____
Kervin Alfred, Secretary

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of physical presence or Online notarization, this _____ day of _____, 2026 by Rex Hardin as Chairman, GREGORY P. HARRISON, as Executive Director and KERVIN ALFRED as Secretary of the Pompano Beach Community Redevelopment Agency, each on behalf of the Pompano Beach Community Redevelopment Agency, and who are each personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

DEVELOPER:

FRAZIER ELITE HOMES, LLC
A Florida Limited Liability Company

Signed, Sealed and Witnessed
In the Presence of:

[Signature]
Witness Signature

By: Mekaela Frazier
Mekaela Frazier, Owner and Managing Member

Print Name: William Jackson

240 SW 2nd Court, Deerfield Beach, FL 33441
Witness Address

[Signature]
Witness Signature

Print Name: Deleon McCall

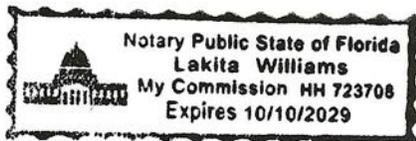
500 NE 38th Street, Pompano Beach, FL 33064
Witness Address

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 30 day of January, 2026 by Mekaela Frazier, Owner and Managing Member of Frazier Elite Homes, LLC, a Florida Limited Liability Company, on behalf of the company, and she is personally known to me or has produced _____ as identification.

NOTARY'S SEAL:

[Signature]
NOTARY PUBLIC, STATE OF FLORIDA
(Signature of Notary Taking Acknowledgement)



Lakita Williams
(Name of Acknowledger Typed, Printed or Stamped)

HH 723708
Commission Number

Exhibit "A"

Legal Description

LOT 24, LESS THE EAST 10 FEET THEREOF, BLOCK 2, WILLIAMS SUBDIVISION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 28, PAGE 47 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

Folio Number: 4842 34 08 0470

Address: 1910 NW 7 Street, Pompano Beach, FL 33069

Exhibit 7 – Deed

Prepared by, record and return to:

Nguyen Tran
Pompano Beach CRA
100 W. Atlantic Boulevard, 4th Floor
Pompano Beach, FL 33060

Parcel Identification No. 4842 34 08 0470

QUIT CLAIM DEED

THIS QUIT CLAIM DEED, made this ____ day of _____, 20__, between the POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY, a public body corporate and politic, whose address is 100 West Atlantic Boulevard, Pompano Beach, Florida 33060 (hereinafter called the "Grantor") and FRAZIER ELITE HOMES, LLC, a Florida limited liability company, whose address is 500 NE 38th Street, Pompano Beach, Florida 33064, (hereinafter called the "Grantee").

W I T N E S S E T H, that Grantor, for and in consideration of the sum of TEN and No/100 DOLLARS (\$10.00) and other good and valuable consideration to Grantor in hand paid by Grantee, receipt of which is hereby acknowledged, does hereby remise, release and quit-claim to Grantee forever, all the right title, interest, claim and demand which the Grantor has in and to the following described property, piece or parcel of land situate, lying and being in the County of Broward, State of Florida, to wit:

LOT 24, LESS THE EAST 10 FEET THEREOF, BLOCK 2, WILLIAMS SUBDIVISION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 28, PAGE 47 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

SUBJECT TO: (a) Zoning, restrictions, prohibitions and other requirements imposed by governmental authority; (b) Restrictions appearing on the plat or otherwise common to the subdivision; (c) Public utility easements of record (without serving to impose same) (d) that certain Property Disposition and Development Agreement between Grantor and Grantee recorded in the Public Records of Broward County, Florida (the Development Agreement), (e) Agreement for Re-Conveyance Grantor and Grantee recorded in the Public Records of Broward County, Florida, and (f) Declaration of Covenants and Restrictions recorded in the Public Records of Broward County, Florida.

TO HAVE AND TO HOLD, together with all the tenements, hereditaments and appurtenances thereto belonging or in otherwise appertaining.

IT IS A CONDITION of this Deed that in the event the above-described property shall cease to be used for affordable housing, whether for rent or for sale, to residents of low or moderate income, including the elderly, the same shall revert in fee ownership to the Pompano Beach Community Redevelopment Agency, its successors or assigns.

[SIGNATURE AND NOTARY PAGE TO FOLLOW – INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the execution of this Quit Claim Deed by the CRA has been duly authorized by resolution of the CRA.

GRANTOR:

**POMPANO BEACH COMMUNITY
REDEVELOPMENT AGENCY**

Signed, Sealed and Witnessed
In the Presence of:

Witness Signature

Print Name: _____

Witness Address

Witness Signature

Print Name: _____

Witness Address

By: _____
Rex Hardin, Chairman

By: _____
Gregory P. Harrison, Executive Director

Witness Signature

Print Name: _____

Witness Address

ATTEST:

By: _____
Kervin Alfred, Secretary

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 2026 by Rex Hardin as Chairman, Gregory P. Harrison, as Executive Director and Kervin Alfred as Secretary of the Pompano Beach Community Redevelopment Agency, each on behalf of the Pompano Beach Community Redevelopment Agency, and who are each personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

Exhibit 8 – Mortgage Deed Promissory Note

Prepared by, record and return to:
Nguyen Tran
Pompano Beach CRA
100 W. Atlantic Boulevard, 4th Floor
Pompano Beach, FL 33060
Parcel Identification No. 4842 34 08 0470

THIS MORTGAGE DEED

Executed the _____ day of _____, 20__ by

Hereinafter called the mortgagor, to

POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY, whose post office address is 100 West Atlantic Boulevard, Pompano Beach, Florida 33060,

Hereinafter called the mortgagee, to:

(Wherever used herein the terms "mortgagor" and "mortgagee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations; and the term "note" includes all the notes herein described if more than one.)

Witnesseth, that for good and valuable considerations, and also in consideration of the aggregate sum named in the promissory note of even date herewith, hereinafter described, the mortgagor hereby grants, bargains, sells aliens, remises, conveys and confirms unto the mortgagee all the certain land of which the mortgagor is now seized and in possession situate in Broward County, Florida, to wit as legally described below:

LOT 24, LESS THE EAST 10 FEET THEREOF, BLOCK 2, WILLIAMS SUBDIVISION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 28, PAGE 47 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

This is a _____ mortgage and is inferior to a mortgage in favor of _____.

To Have and to Hold the same, together, with the tenements, hereditaments and appurtenances thereto belonging, and the rents, issues and profits thereof, unto the mortgagee, in fee simple.

And the mortgagor covenants with the mortgagee that the mortgagor is indefeasibly seized of said land in fee simple; that the mortgagor has good right and lawful authority to convey said land as aforesaid; that the mortgagor will make such further assurances to perfect the fee simple title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free and clear of all encumbrances.

Provided Always, that if said mortgagor shall pay unto said mortgagee the certain promissory note dated _____ day of _____, A.D. 20____, for the sum of Fifty Thousand Dollars, (\$50,000.00), signed by _____, and shall perform, comply with and abide by each and every the agreements, stipulations, conditions and covenants thereof, and of this mortgage, then this mortgage and the estate hereby created, shall cease, determine and be null and void.

And the mortgagor hereby further covenants and agrees to pay promptly when due the principal and interest and other sums of money provided for in said note and this mortgage, or either; to pay all and singular the taxes, assessments, levies, liabilities, obligations, and encumbrances of every nature on said property; to permit, commit or suffer no waster, impairment or deterioration of said land or the improvements thereon at any time; to keep the buildings now or hereafter on said land fully insured in a sum of not less than the full insurable value in a company or companies acceptable to the mortgagee, the policy or policies to be held by and payable to said mortgagee, and in the event any sum of money becomes payable by virtue of such insurance the mortgagee shall have the right to receive and apply the same to the indebtedness hereby secured, accounting to the mortgagor for any surplus; to pay all costs, charges, and expenses, including lawyer's fees and title searches, reasonably incurred or paid by the mortgagee because of the failure of the mortgagor to promptly and fully comply with the agreements, stipulations, conditions and covenants of said note and this mortgage, or either; to perform, comply with and abide by each and every the agreements, stipulations, conditions and covenants set forth in said note and this mortgage or either. In the event the mortgagor fails to pay when due any tax, assessment, insurance premium or other sum of money payable by virtue of said note and this mortgage, or either, the mortgagee may pay the same, without waiving or affecting the option to foreclose or any other right hereunder, and all such payments shall bear interest from date thereof at the highest lawful rate then allowed by the laws of the State of Florida.

If any sum of money herein referred to be not promptly paid within thirty (30) days next after the same becomes due, or if each and every the agreements, stipulations, conditions and covenants of said note and this mortgage, or either, are not fully performed, complied with and abided by, then the entire sum mentioned in said note, and this mortgage, or the entire balance unpaid thereon, shall forthwith or thereafter, at the option of the mortgagee, become and be due and payable, anything in said note or herein to the contrary notwithstanding. Failure by the mortgagee to exercise any of the rights or options herein provided shall not constitute a waiver of any rights or options under said note or this mortgage accrued or thereafter accruing.

In Witness Whereof, the said mortgagor has hereunto signed and sealed these presents the day and year first above written.

Signed, Sealed and Witnessed
In the Presence of:

Witness Signature

Print Name: _____

Witness Address

Witness Signature

Print Name: _____

Witness Address

By: _____
Signature Mortgagor #1

Print Name: _____

By: _____
Signature Mortgagor #2

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 _____, 20____ by _____ and _____, and he/she [] is personally known to me or [] have produced _____ as identification.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA
(Signature of Notary Taking Acknowledgement)

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

PROMISSORY NOTE
FOR DEFERRED PAYMENT LOAN

OWNER: _____

PROPERTY ADDRESS: _____

PLACE EXECUTED: Broward County

TAX FOLIO NO: 4842 34 08 0470

DATE EXECUTED: _____

LEGAL DESCRIPTION

LOT 24, LESS THE EAST 10 FEET THEREOF, BLOCK 2, WILLIAMS SUBDIVISION,
ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 28, PAGE 47 OF
THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

FOR VALUE RECEIVED, the undersigned Borrower(s) jointly and severally promise(s) to pay to the order of the Pompano Beach Community Redevelopment Agency (CRA), or its successors and assigns (herein called "Lender"), the maximum principal sum of Fifty Thousand Dollars (\$50,000.00), or such lesser amount as may be endorsed on this note on behalf of lender, which is a loan in the form of a Deferred Payment Loan-to-grant.

This Deferred Payment Loan-to-Grant is payable at zero percent (0%) interest for ten (10) years, which decreases at the rate of 1/120th of its value each month so that the sum will be completely forgiven in a ten (10) year term, providing there is no default. If the mortgagor properly cares for and maintains the subject property for the ten (10) year term, the loan balance will be forgiven. However, the principal of this Note is payable upon the transferring of the title to the property that is used to secure this Note from the Person(s) signing this Note to any other person(s), or upon the termination of occupancy of the subject property securing this Note for three (3) consecutive months by all of the person(s) signing this Note.

In the event the whole indebtedness remaining unpaid shall at the option of the holder become immediately due, payable and collectable, this Note and deferred interest shall bear interest at the compounded monthly rate of 6% per annum. Failure of the Lender to exercise such option shall not constitute a waiver of such default. If Lender exercises its option to declare the entire amount of Borrower's loan immediately due and payable as provided above, Borrower hereby agrees to pay Lender's costs and expenses of collection, including reasonable attorney's fees and court costs. The determination of proper care and maintenance of the subject property and of termination of occupancy will be made solely by the Lender.

This Note is secured by a Mortgage duly filed for record in Broward County, Florida.

If the Borrower shall default in the payment of a first mortgage in the property which secures this Note, and the mortgage holder commences foreclosure on that first mortgage, the entire balance on this Deferred Payment Loan to Grant shall become due and payable.

All parties to this Note hereby waive presentment for payment, demand, protest, notice of protest and notice of dishonor. The Borrower(s) hereby waives, to the extent permitted by law, any and all homestead and other exemption rights which otherwise would apply to the debt evidenced by this Note.

IN WITNESS WHEREOF, this Note has been duly executed by the undersigned Borrower(s) as of the date shown above.

Signed, Sealed and Witnessed
In the Presence of:

Witness Signature

Print Name: _____

Witness Address

Witness Signature

Print Name: _____

Witness Address

By: _____
Signature Borrower #1

Print Name: _____

By: _____
Signature Borrower #2

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 _____, 20____ by _____ and _____, and he/she [] is personally known to me or [] have produced _____ as identification.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA
(Signature of Notary Taking Acknowledgement)

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number