

INTERLOCAL AGREEMENT FOR DOWNTOWN MASTER DEVELOPMENT PROJECT

THIS INTERLOCAL AGREEMENT (“Agreement”), between:

CITY OF POMPANO BEACH, a municipal corporation organized under the laws of the State of Florida, whose address is 100 West Atlantic Boulevard, Pompano Beach, Florida 33060 (“City”)

and

POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY, a body politic and corporate of the State of Florida and a community redevelopment agency created pursuant to Chapter 163, Part III Florida Statutes, whose address is 501 Dr. Martin Luther King, Jr. Boulevard, Pompano Beach, Florida 33060 (“CRA”).

is entered into and effective as provided in Article 18 below (“Effective Date”). The City and the CRA shall be collectively referred to as the “Parties,” and individually referred to as a “Party.”

WHEREAS, the City Commission of the City has, pursuant to Part III, Chapter 163, Florida Statutes (“Redevelopment Act”) created a community redevelopment agency (the “CRA”) for the public purpose of carrying out redevelopment in community redevelopment areas located in the City; and

WHEREAS, the City Commission has, pursuant to the Redevelopment Act, approved the Northwest CRA District Community Redevelopment Plan, as amended from time to time (the “NWCRA Plan”); and

WHEREAS, City and CRA own certain real property (the “Property”) within the heart of downtown in the City of Pompano Beach, Florida, comprising of approximately 43 acres as more particularly described in **Exhibit A** of this Agreement. City and CRA have determined that the Property’s current use no longer adequately serves the needs of the residents of Pompano Beach, Florida, and that opportunities exist to improve community services while maximizing the potential use and value of the Property; and

WHEREAS, the City and CRA desire to create a vibrant and pedestrian-friendly, mixed-use downtown development on the Property emphasizing and embodying “live, work, play” elements by integrating a variety of daytime and night-time economic uses, civic uses, and dense residential uses, all in accordance with the NWCRA Plan; and

WHEREAS, on June 2, 2022, the City and CRA issued a joint Invitation to Negotiate No. C-18-22 (the “ITN”), seeking, among other things, proposals for the redevelopment of the Property into a mixed use development, including a new City Hall and Parking Garage and a new E. Pat

Larkins Community Center (collectively, the City facilities) all in accordance with the NWCRA Plan (collectively referred to as the “Downtown Master Development Project” or the “Project”).

WHEREAS, in connection with the ITN, a selection committee of the City and CRA recommended RocaPoint Partners, LLC as the exclusive Downtown Master Redevelopment Project developer (the “Developer”). At a joint public meeting on October 12, 2023, the City and CRA directed representatives of the City and CRA to negotiate the terms by which the Downtown Master Redevelopment Project will be developed; and

WHEREAS, simultaneously with this Agreement, the City and CRA have approved the Pompano Beach Public Private Development Agreement (the Master Development Agreement) between the City, CRA and Developer (now RP Pompano, LLC, an affiliate of RocaPoint Partners, LLC) for the Downtown Master Development Project; and

WHEREAS, the Master Development Agreement provides that in order to efficiently and expeditiously complete the Project, it is in the best mutual interest if there is a single owner of the Property; and

WHEREAS, because the CRA owns the majority of the parcels in the Property (the “CRA Parcels”) and the City owns only a small number of the parcels identified on **Exhibit “A”** (the “City Parcels”), and Chapter 163 provides greater flexibility to the CRA for redevelopment purposes, the Master Development Agreement provides that the City will transfer the City Parcels to the CRA; and

WHEREAS, pursuant to Chapter 163, Florida Statutes, the City has a reversionary interest in the CRA Parcels; and

WHEREAS, the CRA is required by Section 163.380(3)(a), Florida Statutes, to give thirty (30) days public notice of its intention to dispose of CRA property and to invite proposals and make pertinent information available to all persons who may have an interest in undertaking the master developer role for the development of the future Downtown; and

WHEREAS, the CRA provided such public notice on April 29, 2024, and received no proposals in connection with such notice, which has been included as **Exhibit “B”** of this Agreement; and

WHEREAS, pursuant to the Florida Constitution and Sections 166.021(4) and 166.021(5), Florida Statutes, the City is authorized to transfer the City Parcels to the CRA; and

WHEREAS, the Project will generate tax increment funds (“Project TIF”) in excess of the tax increment funds currently generated by the Property; and

WHEREAS, the Master Development Agreement provides that the Developer will construct a new City Hall, new Parking Garage and new E. Pat Larkins Community Center (the Civic Buildings); and

WHEREAS, in addition to the Civic Buildings, the City and CRA are negotiating with Broward County (the County) to enter into an agreement to exchange the parcels owned by the County in the Project area with parcels owned by the City and/or the City and to contribute to the cost of construction of a new county facility for Broward Health (the County Facility); and

WHEREAS, the City, CRA and the Master Developer acknowledge that the construction of the Civic Buildings within the Project will serve to anchor the Downtown and attract end users to the Project; and

WHEREAS, the Master Development Agreement identifies the respective financing obligations of the Parties in connection with the Project, including lease payments for the build to suit sublease for Civic Buildings (the “Sublease”) and the potential for contribution to the cost of construction of the County Facility; and

WHEREAS, the CRA has been authorized to contribute increment revenues to the cost of construction of the City Facilities contemplated by the Project pursuant to Sec. 163.370(3)(a), Florida Statutes, with the acknowledgment that the City is the sole taxing authority obligated to contribute increment revenues to the CRA.

NOW, THEREFORE, in consideration of the mutual promises and conditions contained in this Agreement and other good and valuable consideration, the receipt of which is hereby acknowledged, the CITY and CRA agree as follows:

ARTICLE 1 RECITALS INCORPORATED

The recitals set forth in the “Whereas” clauses above are hereby accepted by the parties and incorporated into this Agreement.

ARTICLE 2 CRA’S OBLIGATIONS

The CRA’S obligations are as follows:

1. The CRA shall take all reasonable steps to provide the funding for the Infrastructure, public parking and additional land acquisition pursuant to the CRA obligations described in the Master Development Agreement, as well as the lease payments required to finance the City facilities. If an agreement is reached with Broward County regarding a property exchange and construction of the County Facility, the CRA shall take all reasonable steps to comply with such agreement, including contribution to funding.
2. The CRA shall act on behalf of and in the best interest of the City whenever required to do so pursuant to the CRA obligations described in the Master Development Agreement.
3. The CRA shall timely perform all CRA obligations described in the Master Development Agreement.
4. To the extent not subject to prior encumbrances, and subject to availability of funds, the Project TIF and land sales proceeds will be used and transferred to the City to provide additional funding for the Project.

5. Notwithstanding anything to the contrary herein, the CRA's obligations hereunder or pursuant hereto that are to be paid or otherwise funded from Project TIF or any other tax increment revenues deposited in the Redevelopment Trust Fund related to the CRA (collectively, the "Pledged Revenues") is expressly made junior and subordinate in all respects as to the lien on such Pledged Revenues in favor of the bonds of the CRA heretofore and hereafter issued with a lien on such Pledged Revenues, including, without limitation, all such bonds issued pursuant to Resolution No. 2022-20 adopted by the CRA on June 28, 2022, as same may be supplemented and amended. Additionally, the CRA's obligations hereunder will also be subordinate to any lien on Pledged Revenues in favor of any bonds issued pursuant to the Master Development Project from time to time. No provision hereof shall be construed or interpreted as creating a pledge of the CRA's full faith, credit or taxing power or indebtedness within the meaning of any State of Florida constitutional debt limitation or a general obligation of the CRA.

ARTICLE 3 CITY'S OBLIGATIONS

The City's obligations are as follows:

1. The City shall transfer the City Parcels to the CRA as required by the Master Development Agreement, as authorized by law.
2. The City shall first utilize funds committed in the Building Inspections Capital Improvement Fund, within its approved Capital Improvement Plan (as may be amended from time to time) for the City Hall and Municipal Parking Garage, prior to applying Project TIF and land sales proceeds for rent or lease payments associated with these Civic Buildings.
3. The City shall take all reasonable steps necessary to provide the funding required of the City pursuant to the Master Development Agreement, including making rent or lease payments from time to time if land sales, Project TIF, or any other unencumbered increment revenue are insufficient to meet the CRA funding obligations, as well as contributing proceeds of the sale of City Parcels to the CRA Trust Fund. If an agreement is reached with Broward County regarding a property exchange and construction of the County Facility, the City shall take all reasonable steps to comply with such agreement, including contribution to funding. All City commitments herein are subject to the terms and conditions hereof and the requirements of applicable law, including the City Charter of the City.
4. The City shall act on behalf of and in the best interest of the CRA whenever required to do so pursuant to the City obligations described in the Master Development Agreement.
5. The City shall timely perform all City obligations described in the Master Development Agreement.
6. Notwithstanding anything to the contrary herein, the City's obligations hereunder or pursuant hereto shall constitute a current expense of the City for each Fiscal Year during the Term hereof and shall be payable only from the City's legally available

non-ad valorem revenues appropriated on an annual basis for that purpose. No provision hereof shall be construed or interpreted as creating a pledge of the City's full faith, credit or taxing power or indebtedness within the meaning of any State of Florida constitutional debt limitation or charter limitation or a general obligation of the City. No provision hereof shall be construed to create a lien on or pledge of any of the City's revenues or other moneys, nor shall any provision hereof restrict the future issuance of any of the City's bonds or obligations payable from any of the City's revenues or other moneys.

ARTICLE 4 PLEDGE OF COOPERATION

The parties recognize it will be necessary for both CITY and CRA staff to work closely and coordinate with each other in order to effectuate the intent of this Agreement. Therefore, each party pledges said cooperation.

ARTICLE 5 TERM

This Agreement shall take effect on the Effective Date and shall continue until all obligations of the City and the CRA have been satisfied, including any obligations that survive the expiration of the Master Development Agreement.

ARTICLE 6 GOVERNMENTAL IMMUNITY AND INDEMNIFICATION

The parties are political subdivisions of the State of Florida. Nothing herein is intended to serve as a waiver of sovereign immunity by any party nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract. Both parties are state agencies or political subdivisions as defined in Chapter 768.28, Florida Statutes, and agree to be fully responsible for the acts and omissions of its respective officials, agents and employees to the extent permitted by law. This provision shall survive the termination or expiration of this Agreement.

ARTICLE 7 INDEPENDENT CONTRACTOR

The CITY and the CRA are separate legal entities and for purposes of this Agreement, each is an independent contractor under this Agreement. Services provided by each party pursuant to this Agreement shall be subject to the supervision of that party. In providing such services, each party, its respective officers, employees, or agents are not authorized to and shall not act as officers, employees or agents of the other party. Neither party extends to the other party or its respective agents any authority of any kind to bind it in any respect whatsoever.

ARTICLE 8 ASSIGNMENT

This Agreement, or any interest therein is not assignable and both the CITY and CRA agree not to assign, transfer, merge or otherwise convey any of their respective interest, right, or

obligation under this Agreement, in whole or in part, to any other person, corporation or entity without the prior written consent of the other party.

ARTICLE 9 AMENDMENTS

Both parties agree 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 both parties.

ARTICLE 11 NOTICE

Whenever either party desires to give notice unto the other, such notice must be in writing, sent by certified United States mail, return receipt requested, addressed to the party for whom it is intended at the place last specified; and the place for giving of notice shall remain such until it has been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective addresses for giving of notice.

For CRA:

Executive Director
Pompano Beach CRA
P.O. Box Drawer 1300
Pompano Beach, FL 33061

For CITY:

City Manager
City of Pompano Beach
100 W. Atlantic Blvd.
Pompano Beach, FL 33060

With a copy to:

CRA Attorney
Pompano Beach CRA
501 Dr. Martin Luther King, Jr. Blvd, Ste 1
Pompano Beach, FL 33060

With a copy to:

City Attorney
City of Pompano Beach
100 W. Atlantic Blvd.
Pompano Beach, FL 33061

ARTICLE 12 BINDING AUTHORITY

Each person signing this Agreement warrants that he or she has full legal authority to execute this Agreement on behalf of either party and to bind and obligate such party with respect to all provisions contained in this Agreement.

ARTICLE 13 SEVERABILITY

Should any provision of this Agreement or the application of such provisions be rendered or declared invalid by a court action or by reason or any existing or subsequently enacted

legislation, the remaining parts of provisions of this Agreement shall remain in full force and effect.

ARTICLE 14 GOVERNING LAW

This Agreement shall be governed by the laws of the State of Florida with venue lying in Broward County, Florida. By entering into this Agreement, CITY and CRA hereby expressly waive any rights either party may have to a trial by jury of any civil litigation related to this Agreement.

ARTICLE 15 ADHERENCE TO LAW

Both parties shall adhere to all applicable federal, state and local laws and ordinances including, but not limited to, all laws governing their relationship with their employees such as worker's compensation, unemployment compensation and minimum wage requirements.

ARTICLE 16 ENTIRE AGREEMENT

This Agreement embodies the entire agreement between the parties and supersedes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein. The parties agree there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained herein. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

ARTICLE 17 INTERPRETATION

This Agreement shall be interpreted as if drafted by both parties hereto equally.

ARTICLE 18 FILING AND EFFECTIVE DATE

This Agreement is an interlocal cooperation agreement entered into pursuant to Section 163.01, Florida Statutes. It shall become effective upon being filed with the Clerk of the Circuit Court of Broward County, Florida, pursuant to Section 163.01(11), Florida Statutes, which filing shall occur prior to the date of issuance of the Bond. The CITY shall be responsible for filing this Agreement with the Clerk of the Circuit Court of Broward County and shall pay for all such recording fees associated with same.

**ARTICLE 19
PUBLIC RECORDS**

Both parties are public agencies subject to Chapter 119, Florida Statutes. Both shall comply with Florida Public Records Law, as amended.

**ARTICLE 20
AUDIT RIGHT AND RETENTION OF RECORDS**

Each party shall have the right to audit the books, records, and accounts of the other party that are related to this Agreement. CITY and CRA shall keep such books, records and accounts as may be necessary in order to record complete and correct entries related to this Agreement. CITY and CRA shall preserve and, upon request, make available, at reasonable times for examination and audit by the other party, all financial records, supporting documents and any other records pertinent to this Agreement for the required retention period of the Florida Public Records Act, Chapter 119, Florida Statutes, as may be amended from time to time.

IN WITNESS WHEREOF, the parties have set their hands and seals the date and year first above written.

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK

“CITY”:

Witnesses:

CITY OF POMPANO BEACH

By: _____
REX HARDIN, MAYOR

By: _____
GREGORY P. HARRISON, CITY MANAGER

Attest:

KERVIN ALFRED
CITY CLERK

(SEAL)

Approved As To Form:

MARK E. BERMAN
CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this _____ day of _____, 2024 by REX HARDIN as Mayor, GREGORY P. HARRISON, as City Manager and KERVIN ALFRED, as City Clerk of the City of Pompano Beach, who are personally known to me.

NOTARY’S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

“CRA”

Signed, Sealed and Witnessed
In the Presence of:

**POMPANO BEACH COMMUNITY
REDEVELOPMENT AGENCY**

By: _____

REX HARDIN, CHAIRMAN

Print Name: _____

ATTEST:

KERVIN ALFRED, SECRETARY

Print Name: _____

EXECUTIVE DIRECTOR:

By: _____

GREGORY P. HARRISON

Print Name: _____

Print Name: _____

Approved as to Form:

CLAUDIA M. McKENNA, CRA ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this _____ day of _____, 2024 by REX HARDIN as Chair, GREGORY P. HARRISON, as Executive Director and KERVIN ALFRED, as Secretary of the Pompano Beach Community Redevelopment Agency, who are personally known to me.

NOTARY’S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

Exhibit "A"

City and CRA Parcels

| FOLIO | STREET ADDRESS | PROPERTY OWNER |
|--------------|-----------------------------|--|
| 484235080250 | ATLANTIC BLVD | POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY |
| 484235001022 | 205 NW 7 TER 1-4 | POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY |
| 484235040200 | NW 9 AVE | POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY |
| 484235200050 | 205 NW 1 ST | POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY |
| 484235200051 | 101 NW 2 AVE | POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY |
| 484235210080 | 236 MARTIN LUTHER KING BLVD | POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY |
| 484234010060 | NW 1 ST | POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY |
| 484234010120 | 208 NW 10 AVE | POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY |
| 484234010130 | 212 NW 10 AVE | POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY |
| 484234010170 | 228 NW 10 AVE | POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY |
| 484234010180 | NW 10 AVE | POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY |
| 484235000873 | 720 HAMMONDVILLE RD | POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY |
| 484235220070 | 608 MLK BLVD | POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY |
| 484235000880 | 814 NW 3 ST | POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY |
| 484235000910 | HAMMONDVILLE RD | POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY |
| 484235000920 | 800 HAMMONDVILLE RD | POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY |
| 484235000930 | 790 HAMMONDVILLE RD | POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY |
| 484235000870 | 738 HAMMONDVILLE ROAD | POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY |
| 484235000875 | 740 HAMMONDVILLE ROAD | POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY |
| 484235000980 | NW 7 AVE | POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY |
| 484235001030 | 360 HAMMONDVILLE RD | POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY |
| 484235001040 | MARTIN LUTHER KING BLVD | POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY |
| 484235001050 | MARTIN LUTHER KING BLVD | POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY |
| 484235001060 | 320 HAMMONDVILLE RD | POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY |
| 484235001160 | 211 W ATLANTIC BLVD | POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY |
| 484235040010 | 212 NW 9 AVE | POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY |
| 484235040050 | 109 NW 9 AVE | POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY |
| 484235040090 | 911 NW 1 ST | POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY |
| 484235040210 | 100 NW 9 AVE | POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY |
| 484235050010 | 348 NW 2 CT | POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY |
| 484235050020 | 344 NW 2 CT | POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY |
| 484235050030 | 340 NW 2 CT | POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY |
| 484235050040 | 336 NW 2 CT | POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY |
| 484235050050 | 332 NW 2 CT | POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY |
| 484235050060 | 328 NW 2 CT | POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY |
| 484235050070 | 324 NW 2 CT | POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY |
| 484235050080 | 320 NW 2 CT | POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY |
| 484235050090 | MARTIN LUTHER KING BLVD | POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY |
| 484235080370 | 324 NW 2 AVE | POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY |

| FOLIO | STREET ADDRESS | PROPERTY OWNER |
|--------------|-----------------------------|--|
| 484235200010 | 135 N DIXIE HWY | POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY |
| 484235200020 | 125 N DIXIE HWY | POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY |
| 484235200030 | 125 N DIXIE HWY MEDIAN | POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY |
| 484235200042 | 113 N DIXIE HWY | POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY |
| 484235200070 | 301 NW 2 ST | POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY |
| 484235200080 | 305 NW 2 STREET | POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY |
| 484235200090 | 309 NW 2 STREET | POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY |
| 484235200100 | 313 NW 2 STREET | POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY |
| 484235200110 | 300 NW 2 ST | POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY |
| 484235200120 | 321 NW 2 STREET | POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY |
| 484235200130 | 325 NW 2 ST | POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY |
| 484235200140 | 329 NW 2 ST | POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY |
| 484235200150 | 333 NW 2 ST | POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY |
| 484235200160 | 337 NW 2 ST | POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY |
| 484235200170 | 341 NW 2 STREET | POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY |
| 484235200180 | 345 NW 2 STREET | POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY |
| 484235200190 | 349 NW 2 ST | POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY |
| 484235200200 | 316 NW 2 ST | POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY |
| 484235200201 | 340 NW 2 ST | POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY |
| 484235200204 | 332 NW 2 ST | POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY |
| 484235200205 | 328 NW 2 ST | POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY |
| 484235200206 | 324 NW 2 ST | POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY |
| 484235210060 | MARTIN LUTHER KING BLVD | POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY |
| 484235210070 | 616 HAMMONDVILLE RD | POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY |
| 484235210130 | 211 NW 7 AVE | POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY |
| 484235220010 | 408 HAMMONDVILLE RD | POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY |
| 484235220190 | 200 NW 5 AVE | POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY |
| 484235220200 | 204 NW 5 AVE | POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY |
| 484235220210 | 206 NW 5 AVE | POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY |
| 484235220220 | 212 NW 5 AVE | POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY |
| 484235220230 | 216 NW 5 AVE | POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY |
| 484235220240 | 220 NW 5 AVE | POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY |
| 484235280010 | 811 MARTIN LUTHER KING BLVD | POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY |
| 484235280030 | 807 MARTIN LUTHER KING BLVD | POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY |
| 484235280040 | 805 MARTIN LUTHER KING BLVD | POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY |
| 484235280050 | 803 MARTIN LUTHER KING BLVD | POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY |
| 484235280060 | 801 MARTIN LUTHER KING BLVD | POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY |
| 484235280070 | 309 NW 8 AVE | POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY |
| 484235280080 | 313 NW 8 AVE | POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY |
| 484235280090 | 317 NW 8 AVE | POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY |
| 484235780010 | 701 W ATLANTIC BLVD | POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY |
| 484235810010 | NW 8 AVE | POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY |

| FOLIO | STREET ADDRESS | PROPERTY OWNER |
|--------------|---------------------------|-----------------------|
| 484235200191 | 341 NW 1 ST | CITY OF POMPANO BEACH |
| 484235880010 | 731 HAMMONDVILLE RD | CITY OF POMPANO BEACH |
| 494202060010 | 155 OLD SOUTH FLAGLER AVE | CITY OF POMPANO BEACH |
| 494202060050 | 143 SW 1 AVE | CITY OF POMPANO BEACH |
| 494202060110 | 100 W ATLANTIC BLVD | CITY OF POMPANO BEACH |
| 494202080010 | 50 W ATLANTIC BLVD | CITY OF POMPANO BEACH |

Exhibit "B"

Sun Sentinel Legal Advertisement Affidavit

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 Apr 29, 2024
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: April 30, 2024.



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
7626617

SUN-SENTINEL

**POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY AND THE CITY OF POMPANO BEACH
PUBLIC NOTICE OF INTENT TO ENTER INTO A MASTER REDEVELOPMENT AGREEMENT**

Pursuant to Section 163.380, Florida Statutes, the Pompano Beach Community Redevelopment Agency (CRA) and the City of Pompano Beach (City) hereby notifies all prospective parties of their intent to enter into a Master Redevelopment Agreement with RocaPoint Partners, LLC (d.b.a. RP POMPANO, LLC) to dispose of and/or develop the properties included in the Invitation To Negotiate #C-18-22 (ITN).

The properties are generally located on the north of Atlantic Boulevard, south of NW 6th Street, east of Interstate 95 and west of NE 2nd Avenue. Proposals are hereby invited from, and all pertinent information shall be made available to private developers or persons interested in undertaking the master developer role of the development of the future Downtown. Proposals should reflect all the terms and conditions of the ITN. Additional information may be obtained by contacting Nguyen Tran, CRA Director at 501 Dr. Martin Luther King Jr. Boulevard, 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 and the Pompano Beach City Commission 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, CRA Director
04/29/2024 7626617

Order # - 7626617