

## TERM SHEET – FOSTER-DIXIE MIXED USE

1. PARTIES: The Hallandale Beach Community Redevelopment Agency (“CRA”) and IMC Property and Maintenance, Inc. (“the Developer”).
2. PROJECT: A mixed-use development comprised of 92 market rate rental units, 4,800 sf of commercial retail space and 12 townhouse units; Developer may substitute 30 additional market rate rental units in lieu of the 12-townhouse units. (Reference Exhibit A: Initial Site Plan)
3. PROPERTY: 3.97 acres of land currently owned by the CRA. (Reference Exhibit B: CRA Property Parcels.)
4. INSPECTION PERIOD: The Developer shall have 45 days from the Effective Date of a Development Agreement to perform all required inspections and due diligence. The CRA shall provide the Developer with any property related reports, inspections and surveys currently available in the CRA’s files.
5. DEVELOPMENT SCHEDULE: The Developer agrees to proceed diligently and in a timely manner with the development of the Project in accordance with the following milestones:
  - a. Submission of a complete Development Application for Development Committee Review -within 90 days of completion of the Inspection Period.
  - b. Submission of Application for Building Permit – within 180 days of approval of Development Application.
  - c. Demonstration of Construction Financing – within 60 days of approval of Development Application.
  - d. Commencement of Construction – within 30 days of issuance of the Building Permit.
  - e. Completion of Construction – within \_\_\_\_ days of Commencement of Construction.

The Developer and the CRA agree the Development Schedule shall be updated periodically by mutual agreement.
6. PROOF OF DEVELOPER EQUITY: Within 45 days of the Effective Date, Developer shall provide the CRA with evidence of the Developer Equity in a form and substance acceptable to the CRA in all respects including, but not limited to, proof of funds.
7. CONVEYANCE OF THE PROPERTY: Upon fulfillment of and subject to the Conditions Precedent for Conveyance set forth below. The Property shall be conveyed to the Developer at no cost via a Special Warranty Deed subject to all matters of record, and on an “AS-IS” “WHERE-IS” basis with no representations or warranties of any kind whatsoever except for title as set for in the Deed. A covenant is to be recorded in the Public Records simultaneously with the Deed

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pursuant to which the Developer agrees that (i) that the Property shall remain for the Project uses for a minimum period of fifteen (15) years and (ii) if (i) is violated the individual principal members of the Developer agree to pay to the CRA the value of the Property (i.e. \$5,046,730) with such amount amortized on a straight line basis over the fifteen (15) year period.

8. **DECLARATION OF COVENANTS:** The Developer agrees to accept title to the Property subject to a perpetual Declaration of Restrictive Covenants prepared by the CRA's legal counsel for, among other things, (a) the maintenance, repair and replacement of the Project so that it remains consistent with the Site Plan for a period of fifteen (15) years and (b) the prohibition of certain uses including, but not limited to, (i) a convenience or check cashing store, (ii) gas station or automobile repair facility, (iii) billiard parlor, night club or other place of recreation or amusement, (iv) any business serving alcoholic beverages except in conjunction with a restaurant operation, (v) a discount; variety, general or "dollar" store, (vi) a grocery store or supermarket, (vii) adult entertainment, adult bookstore or other store catering to adults only, (viii) smoke shops, (ix) pawn shop, (x) any business or facility used in growing, delivering, transferring, supplying, dispensing, dispersing, distributing or selling marijuana, whether by prescription, medical recommendation or otherwise, and whether consisting of live plants, seeds, seedlings or processed or harvested portions of the marijuana plant; or (x) any combination of the foregoing uses.
9. **CONDITIONS PRECEDENT FOR CONVEYANCE OF THE PROPERTY:**
  - a. By the CRA:
    - i. Marketable and insurable title to the Property
    - ii. Closing of the NW 6<sup>th</sup> Street ROW
  - b. By the Developer:
    - i. Issuance of the Building Permit and all other governmental approvals and consents necessary to develop the Project.
    - ii. Demonstration to the CRA's satisfaction of the Developer's Equity Contribution and the closing of the Construction Loan in an aggregate amount necessary to complete the Project in accordance with an approved Development Budget.
    - iii. Provision by the Developer to the CRA of an executed Construction Contract with customary payment and performance, and labor and materials bonds and insurance in types and amounts as required by the CRA with the CRA as an additional named insured.
    - iv. Provision by the Developer to the CRA of an executed Completion Guaranty in the favor of the CRA in form and substance reasonably acceptable to the CRA and its legal counsel

## TERM SHEET – FOSTER-DIXIE MIXED USE

from an entity or individual reasonably acceptable to the CRA, taking into account the combined assets of such entity and/or individual.

### 10. TERMINATION:

#### a. By the Developer:

- i. During the Inspection Period by written notice to the CRA, without limitation or conditions.
- ii. After the Inspection Period and prior to conveyance of the Property by written notice to the CRA and payment of a termination fee equal to the direct costs and expenses incurred by the CRA in its performance of terms of the Development Agreement including legal and consulting fees.

#### b. By the CRA:

- i. At any time for an uncured breach of any of the enumerated events of default set forth in the Development Agreement, including failure to meet milestone dates in the Development Schedule.

### 11. COMMUNITY BENEFITS PLAN: 30 % local businesses and labor force.

### 12. FORM AND STANDARD TERMS. The Developer agrees that the final Development Agreement shall conform to the customary terms and form of the standard Development Agreement used by the CRA including prohibitions on transfers and indemnities.

AGREED AND ACCEPTED by: \_\_\_\_\_

Name of Authorized Representative: \_\_\_\_\_

Date: \_\_\_\_\_

