



AGENDA

BAYFRONT COMMUNITY REDEVELOPMENT AGENCY
Regular Meeting 2021-07
June 3, 2021 – 6:00 p.m.
City Hall Council Chambers
120 Malabar Rd SE, Palm Bay, FL 32907

CALL TO ORDER:

ROLL CALL:

CONSENT AGENDA:

There will be no separate discussion on those items listed under Consent Agenda (indicated with asterisks (*)). They will be enacted by the BCRA Commissioners in one motion. If discussion is desired by the BCRA Board, that item will be removed from the Consent Agenda by the Board and will be considered in the order that it appears on the agenda.

ADOPTION OF MINUTES:

1. Bayfront CRA Special Meetings 2021-05 (May 11, 2021) and 2021-05 (May 17, 2021)

PUBLIC COMMENTS (NON-AGENDA ITEMS):

Public Comments on Agenda Items – Individuals wishing to address agenda items can do so at the time the agenda item is being considered by the Agency. The Chairperson will ask if there are any public comments prior to the Agency taking action on the item. All speakers will be limited to three (3) minutes for non-agenda items.

OLD BUSINESS:

1. Consideration of an amendment to the Redevelopment Incentive Agreement between Bayfront CRA and Northshore Development, LLC

COMMISSIONER REPORTS:

ADJOURNMENT:

If an individual decides to appeal any decision made by the Bayfront Community Redevelopment Agency with respect to any matter considered at this meeting, a record of the proceedings will be required, and the individual will need to ensure that a verbatim

THIS MEETING IS BROADCAST LIVE ON THE CITY'S WEBSITE

transcript of the proceedings is made, which record includes the testimony and evidence upon which the appeal is based (FS 286.0105). Such person must provide a method for recording the proceedings verbatim.

In accordance with the Americans with Disabilities Act and Section 90.6063(4), Florida Statutes, persons needing special accommodations for this meeting shall, at least 48 hours prior to the meeting, contact the Office of the Bayfront Community Redevelopment Agency at (321) 409-7187 or Florida Relay System at 711.

City of Palm Bay, Florida
BAYFRONT COMMUNITY REDEVELOPMENT AGENCY
Special Meeting 2021-05

Held on Wednesday, the 11th day of May 2021 at City Hall Council Chambers, 120 Malabar Road SE, Palm Bay, Florida.

This meeting was properly noticed pursuant to law; the minutes are on file in the Bayfront Community Redevelopment Agency Office, City Hall Annex, Palm Bay, Florida.

The meeting was called to order by Chairman Medina at approximately 6:00 p.m.

ROLL CALL:

CHAIRPERSON:	Rob Medina	Present
VICE-CHAIRPERSON:	Kenneth Johnson	Present
COMMISSIONER:	Donny Felix	Present
COMMISSIONER:	Jeff Bailey	Present
COMMISSIONER:	Randy Foster	Present
COMMISSIONER:	Peter Filiberto	Absent
COMMISSIONER:	Aaron Parr	Present
BAYFRONT CRA ATTORNEY:	Patricia Smith	Present

Vice-Chairperson Johnson attended the meeting via teleconference.

STAFF MEMBERS:

Joan Junkala-Brown, Bayfront CRA Administrator; Danielle Crotts, Agency Secretary; Suzanne Sherman, City Manager; Patricia Smith, City Attorney

CONSENT AGENDA:

There were no items under the Consent Agenda.

ADOPTION OF MINUTES:

1. Bayfront CRA Special Meeting 2021-03

Motion by Commissioner Parr, seconded by Commissioner Felix, to approve the minutes under Items 1 and 2 as presented. Motion carried unanimously.

2. Bayfront CRA Special Meeting 2021-04; March 31, 2021

The minutes were approved under Item 1, Adoption of Minutes.

PUBLIC COMMENTS (NON-AGENDA ITEMS):

There were no Public Comments.

OLD BUSINESS:

1. Consideration of an amendment to the Redevelopment Incentive Agreement between Bayfront CRA and Northshore Development, LLC

Mrs. Junkala-Brown stated in April, the City received a request from Northshore Development, LLC (Northshore) to amend the Agreement as follows: authorization for an 18-month extension to the completion date of Phase 2 commercial development; a reduction in the total proposed commercial square-footage to a minimum of 30,000 for which the developer would take out a bond in the favor of the City; allow for the bifurcation of the residential and commercial projects to be two separate legal entities; and have the Ad Valorem Tax (AVT) rebate be bifurcated as such. Staff made a recommendation for the Board to reject the requested amendments but allow staff to work with the Developer to bifurcate the residential and commercial components.

Andrew Steel, Miguel Reynaldos, and Franz Hanning from Northshore addressed some of the Board's questions regarding the reduction in commercial square footage, delays in construction due to negative impacts of COVID-19, expansion of stormwater drainage and securing commercial end-users. Mr. Hanning expressed his frustration about failed commitments made by previous City staff members regarding infrastructure improvements along Robert J. Conlan Boulevard and additional development in the area.

There was additional discussion regarding Northshore's commercial development conceptual plans, bond amount, and anticipated project timeline. A visual was displayed for the Board's review which portrayed a "street market" type facility that would include a craft brewery, various food vendors and indoor/outdoor seating.

Ms. Smith provided a legal recommendation to the Board on how to proceed with the proposed amendments.

Commissioner Parr mentioned that he would like the see language added that allowed for the maximum square footage of commercial development, not the minimum.

Mike McGarry, resident, said that due to the complexities of COVID-19 and current retail development, he did not feel it was unreasonable to grant an extension to Northshore with any additional terms the Board desires.

Motion by Commissioner Parr to authorize staff to work with the City Attorney's Office and Northshore on the amendment to develop language that provided for the maximum allowable commercial square footage to be bonded by the Developer in favor of the City.

Commissioner Felix suggested making a motion to approve the extension while also allowing for staff and City Attorney to continue working with the Developer on strengthening the language, as well as adding language for the maximum allowable square footage for commercial development rather than the minimum.

Motion by Commissioner Parr, seconded by Vice-Chairman Johnson, to amend the motion to include the bifurcation of the residential and commercial projects to be two separate legal entities and have the Ad Valorem Tax (AVT) rebate be bifurcated as such.

Commissioner Bailey did not feel COVID-19 played a part in the delay of the project as there were other development projects which were not affected. He said there should be more contingencies considered by the Board and the City before deciding to move forward with granting an extension, and that no AVT abatement rebate for the residential portion should be given until a certificate of completion was obtained for the commercial portion.

Vice-Chairman Johnson physically joined the meeting at this time.

Vice-Chairman Johnson rescinded his second to the motion.

There was additional discussion on the extension, delays in construction, and AVT rebate.

Motion by Commissioner Parr, seconded by Vice-Chairman Johnson, to amend the motion to have staff and the City Attorney focus on key aspects of potentially holding the residential rebate, potentially adding the maximum commercial square footage, and potentially adding the bond usage to guarantee negotiations for the City's best interest with the Developer, and bring a revised amendment back to the Board for review. Motion carried unanimously.

1. Consideration of purchase offers for Pelican Harbor Marina parcels

Ms. Junkala-Brown presented two offers received from Space Coast Marinas, LLC and Adelon Real Estate Manager, LLC for the purchase of the three parcels which made up the Pelican Harbor Marina and provided the terms of the purchase contracts.

Mike Timmons from Space Coast Marina's, LLC addressed a question by Vice-Chairman Johnson regarding whether Mr. Timmons had commitments from any restaurant or partnership on the project.

Jonathan Cohen, Arie Fridzon and Daniel Berman from ADELON Capital answered some of the Board's questions regarding upholding a lease with the site's current tenant Paddling Paradise, additional land assemblage needed for the project, hotel brands with which they were looking to partner, construction timeline, building height, retail attraction, down payment amount and terms, and the length of the due diligence period. They displayed a rendering of what the project would look like if they were unable to obtain all surrounding parcels.

Mike McGarry, resident, felt preservation of the waterfront and utilizing the property as a true marina facility, as proposed by Space Coast Marinas, LLC, would serve its full potential to all residents of the city for boating, kayaking, or boat rentals.

Motion by Commissioner Parr, seconded by Vice-Chairman Johnson, for staff to accept the offer from Space Coast Marinas, LLC and allow staff to bring forth a final purchase contract for the next regularly schedule City Council meeting. The motion failed due to a tie vote with Board Members voting as follows:

Chairperson Medina: Nay

Vice-Chairperson Johnson: Yea

Commissioner Felix: Nay

Commissioner Bailey: Nay

Commissioner Foster: Yea

Commissioner Parr: Yea

A brief recess was taken after which time the meeting resumed.

There was further discussion regarding maintaining public access along the waterfront by having the Developer construct and maintain a boardwalk connecting to Goode Park in which the City would have an easement over in perpetuity. It was noted that Space Coast Marinas listed construction and maintenance of the public boardwalk in Additional Terms of the purchase contract while Adelon Real Estate Manager's purchase contract did not reference the public boardwalk. Adelon representatives verbally agreed to construct and maintain the public boardwalk and provide an easement to the City in perpetuity.

Commissioner Parr asked for clarification on the timeline challenges if a rezoning occurred. Ms. Smith addressed the question.

ADELON Capital mentioned looking at other properties in the Bayfront area that would better fit their project if the Board's decision was not to accept Adelon's offer.

Motion by Commissioner Parr, seconded by Vice-Chairman Johnson, for staff to accept the offer from Space Coast Marinas, LLC and allow staff to bring forth a final purchase contract for the next regularly scheduled City Council meeting. The motion failed due to a tie vote with Board Members voting as follows:

Chairperson Medina: Nay

Vice-Chairperson Johnson: Yea

Commissioner Felix: Nay

Commissioner Bailey: Nay

Commissioner Foster: Yea

Commissioner Parr: Yea

The Board agreed to have staff bring back this item at a future Board meeting with all Board members present.

COMMISSIONER REPORTS:

Board members expressed their gratitude to both applicants for the Pelican Harbor Marina purchase.

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Commissioner Parr mentioned Bayside High School's softball team would be attending regional finals. He also mentioned a golf tournament fundraiser for Bayside High School's athletic programs to be held on July 4th, 2021.

ADJOURNMENT:

The meeting was adjourned at approximately 9:41 PM.

Robert Medina, CHAIRPERSON

ATTEST:

Danielle Crotts, AGENCY SECRETARY

City of Palm Bay, Florida
BAYFRONT COMMUNITY REDEVELOPMENT AGENCY
Special Meeting 2021-06

Held on Monday, the 17th day of May 2021 at City Hall Council Chambers, 120 Malabar Road SE, Palm Bay, Florida.

This meeting was properly noticed pursuant to law; the minutes are on file in the Bayfront Community Redevelopment Agency Office, City Hall Annex, Palm Bay, Florida.

The meeting was called to order by Chairman Medina at approximately 6:31 p.m.

ROLL CALL:

CHAIRPERSON:	Rob Medina	Present
VICE-CHAIRPERSON:	Kenneth Johnson	Present
COMMISSIONER:	Donny Felix	Present
COMMISSIONER:	Jeff Bailey	Present
COMMISSIONER:	Randy Foster	Present
COMMISSIONER:	Peter Filiberto	Present
COMMISSIONER:	Aaron Parr	Present
BAYFRONT CRA ATTORNEY:	Patricia Smith	Present

Commissioner Filiberto attended the meeting via teleconference.

STAFF MEMBERS:

Joan Junkala-Brown, Bayfront CRA Administrator; Danielle Crotts, Agency Secretary; Suzanne Sherman, City Manager; Patricia Smith, City Attorney

CONSENT AGENDA:

There were no items under the Consent Agenda.

PUBLIC COMMENTS (NON-AGENDA ITEMS):

Mike McGarry, resident, spoke about CRA owned properties located along Orange Blossom Trail NE which the City inadvertently included in a permit with St. John's River Water Management District (SJRWMD) for future stormwater retention efforts. He stated the two parcels were supposed to be identified for future redevelopment purposes, not stormwater retention.

OLD BUSINESS:

1, Consideration of purchase offers for Pelican Harbor Marina parcels

Mrs. Junkala-Brown discussed the offers previously received and presented to the Board, as well as a revised offer submitted by Adelon Real Estate Manager, LLC which included terms verbally agreed upon at the preceding Bayfront CRA meeting.

Mike McGarry, resident, expressed his support for Space Coast Marinas, LLC's offer of the property. He felt their project fit the needs and vision of the Bayfront area.

Maryanne Civil, resident, referenced a letter she wrote to the Board which expressed her support of Space Coast Marinas, LLC as she felt their project would best serve the residents of the Bayfront area and promote the preservation of the waterfront.

The Board discussed the two offers and the proposed projects for each.

Scott Anderson from Frigate's spoke about a potential partnership with Space Coast Marina's, LLC. He answered some of the Board's questions regarding job creation, customer base and volume, and their overall vision.

Mike Timmons from Space Coast Marinas, LLC addressed some of the Board's questions regarding the offer price, use of existing docks, mooring field, passage of boats under the U.S. Highway 1 bridge, job creation, and previous experience in marina management.

Arie Fridzon from Adelon Real Estate Manager, LLC spoke about the need for a hotel in the Bayfront area, even if it is not at the Marina site. He discussed other projects they have done in Palm Bay and potential hotel brands they could partner with such as Marriott or Hilton. There was discussion on building height restrictions and zoning.

There was additional Board discussion on the two proposed projects.

Motion by Commissioner Bailey, seconded by Commissioner Parr, for staff to accept the offer from Space Coast Marinas, LLC, with the change of offer price to \$1.9 million.

Motion carried as follows:

Chairperson Medina: Yea

Vice-Chairperson Johnson: Yea

Commissioner Felix: Yea

Commissioner Bailey: Yea

Commissioner Foster: Yea

Commissioner Filiberto: Nay

Commissioner Parr: Yea

COMMISSIONER REPORTS:

Commissioner Bailey asked if some sections of the Bayfront CRA By-Laws could be amended to align with City Council's Rules and Regulations, such as voting and motion making procedures during meetings. There was Board consensus on his request. He also spoke about Northshore Development's request for an extension and bifurcation of their residential and commercial components. He asked that the Board consider following staff's recommendation for such items in the future.

Board members expressed their gratitude toward Adelon Real Estate Manager, LLC and Space Coast Marinas, LLC for wanting to develop and invest in Palm Bay.

ADJOURNMENT:

The meeting was adjourned at approximately 7:53 PM.

Robert Medina, CHAIRPERSON

ATTEST:

Danielle Crotts, AGENCY SECRETARY



MEMORANDUM

TO: Bayfront CRA Board of Commissioners

FROM: Joan Junkala-Brown, Acting Community & Economic Development Director

DATE: June 3, 2021 – Regular Meeting 2021-07

RE: Consideration of an amendment to the Redevelopment Incentive Agreement between the Bayfront CRA and NorthShore Development, LLC

SUMMARY:

On August 30, 2018, the Bayfront CRA Board, and subsequently City Council on April 18, 2019, approved the Redevelopment Incentive Agreement providing a 90 percent ad valorem tax rebate to Northshore Development, LLC for a mixed-use development project consisting of a 320-unit multi-family residential development (Phase 1), and five commercial outparcels (Phase 2) totaling 54,000 SF according to Exhibit B (Site Plan) of the Agreement. The Developer is eligible for the rebate starting with the first property tax year following issuance of the Certificate of Occupancy, to be issued upon full payment of property taxes by the Developer and cease upon expiration of the CRA in 2024, unless the CRA is extended.

Section 6 "Construction" of the Agreement requires a completion date of March 31, 2020 for the residential portion and December 1, 2021 for the commercial portion, "which period may be extended by the City for events of delay for which Developer is not solely responsible." On November 10, 2020, the developer received a Certificate of Occupancy for Phase 1 residential.

During a regular session of the Brevard County Board of County Commissioners held on April 6, 2021, the Commission unanimously approved and authorized Commission Chair Rita Pritchett to sign a letter to Mayor not opposing a request from Northshore Development LLC to amend the

Redevelopment Incentive Agreement, citing the proposed amendments have no impact on the overall expenditures of the CRA or County taxpayer dollars.

In April, the City received a request from Northshore Development, LLC requesting to amend the Agreement to allow for an 18-month extension to the completion date of Phase 2 commercial development. The developer is also requesting a reduction in the total proposed commercial square-footage to a minimum of 40,000, for which the developer will take out a bond in the favor of the City. As reflected in the Amendment, the developer has submitted a subdivision plat to bifurcate the residential and commercial projects as two separate legal entities, however tied together through a Property Owners Association Declaration of Covenants, before the Planning & Zoning Board on June 2, 2021. It is staff's understanding that the bifurcation of the residential and commercial phases is the primary request so that the developer can gain access to financing for the commercial phase, a discussion which has been brought up several times over the last two years.

Staff notes the following for consideration: The mixed-use project's overall value of \$52.9 million is made up of 85 percent (\$45.2M) residential and 15 percent (\$7.7M) commercial, thereby primarily incentivizing a residential project. The developer is proposing a minimum of 40,000 SF, approximately 26 percent, less commercial space than that which was provided in Exhibit B of the Agreement. Given the estimated value of commercial at 54,000 SF at \$7.7 million, the CRA stands to lose approximately \$2 million in taxable value with only 11 percent of the overall project being commercial. The developer will be in default on the Agreement as of December 1, 2021 without the completion of the commercial phase as provided for in the Agreement. With six months remaining, there developer has not provided staff with any indication that actions are being taken to construct the commercial portion of this project. It is also important to note that the bifurcation proposed in the Amendment allows the AVT rebate for both the residential and commercial phases to be wholly independent of one another; thereby, the developer would still be entitled to the AVT rebate for the residential phase should he fail to construct the commercial phase.

RECOMMENDATION:

Motion to deny the request for an Amendment to the Redevelopment Incentive Agreement between the Bayfront CRA and NorthShore Development, LLC.



Attachments:

- 1) Redevelopment Incentive Agreement (Northshore Development, LLC)
- 2) Draft First Amendment to the Redevelopment Incentive Agreement
- 3) Revised Exhibit B to Redevelopment Incentive Agreement
- 4) Commercial Calculations spreadsheet

Redevelopment Incentive Agreement

This Redevelopment Incentive Agreement ("Agreement") is made this 18 day of April, 2019 by and between the City of Palm Bay Bayfront Community Redevelopment Agency a public body corporate and politic created pursuant to Part III Chapter 163 Florida Statutes whose address is 120 Malabar Road Palm Bay FL 32907 (the "BCRA") and NorthShore Development, LLC a limited liability company authorized to transact business in the State of Florida, whose address is 6996 Piazza Grande Ave. Suite 309 Orlando FL 32835 (the "Developer") which parties may collectively be referred to herein as the "Parties."

WHEREAS, the BCRA was created pursuant to Chapter 163 Part III Florida Statutes to address and alleviate blighted conditions within the geographic area encompassing the BCRA and

WHEREAS, Section 163.345, Florida Statutes, explicitly provides that private enterprise be afforded "maximum opportunity" in the rehabilitation and redevelopment of an established community redevelopment area, and

WHEREAS the Developer proposes to complete substantial renovations or improvements to real property located within the BCRA area at the northeast intersection of Robert J Conlan Blvd and Commerce Park Dr and more specifically described in Exhibit A attached hereto (the "Property"), and

WHEREAS, the Developer proposes to construct a mixed use residential and commercial development on the Property to consist of 320 residential apartments and five commercial outparcels containing restaurants bars cafes entertainment venues, and/or similar establishments (collectively the "Project"), as further depicted in Exhibit "B" attached hereto and

WHEREAS the current assessed value of the Property as certified by the Brevard County Property Appraiser, is approximately \$568,070,¹ and

WHEREAS, upon completion of the Project, the Brevard County Property Appraiser will reassess the Property for ad valorem tax purposes and

WHEREAS, to facilitate redevelopment within the area comprising the BCRA, the Parties desire to enter into this Agreement pursuant to which the BCRA will provide financial assistance to the Developer in proportion to the Property's increase in taxable value following the completion of the Project

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the BCRA and the Developer agree as follows

1 **Recitals** The foregoing findings are true and correct and incorporated herein by reference and made a part hereof

¹ 2017 combined Assessed Value as determined by the Brevard County Property Appraiser for tax parcels 28-37 14-FK-* 1.01 and 28-37 14-00-5

2 The Project. The Project will consist of a mixed use residential and commercial development on the Property, to consist of 320 residential apartments and five commercial outparcels containing retail restaurants bars cafes entertainment venues, and/or similar establishments. The Project shall contain the uses and general location of such uses as further described and depicted in Exhibit B attached hereto

3 TIF Rebate Payments In consideration of the construction of the Project, the BCRA shall distribute annual payments to the Developer as provided in this Section 3 (the “Annual Payments”)

a Calculation of Annual Payments. The Annual Payments shall be calculated pursuant to the following equation

(Post Improvement Taxable Value of Property – Base Year Taxable Value of Property) X Combined Millage Rates of Brevard County, the City of Palm Bay and all other taxing authorities then required by law to deposit increment taxes into the BCRA Redevelopment Trust Fund X 0.95 X 0.90

For the purposes of performing this calculation, the “Post Improvement Taxable Value of Property” shall be the non school taxable value of the Property as determined by the Brevard County Property Appraiser on an annual basis, commencing after the issuance of a certificate of occupancy for any residential or commercial component of the Project described in Exhibit B. The “Base Year Taxable Value of Property” shall be the non school taxable value of the Property, as determined by the Brevard County Property Appraiser for the 1998 tax year.

b Commencement of Annual Payments The Annual Payments shall commence upon all of the following

i The issuance of a certificate of occupancy by the City of Palm Bay for any of the residential or commercial components of the Project located on the Property described in Exhibit B

ii The reassessment of the Property by the Brevard County Property Appraiser to include the component of the Project for which a certificate of occupancy has been issued, and

iii The payment of ad valorem taxes due and payable for the Property

c Disbursement of Annual Payments. The Annual Payments provided for herein shall be disbursed to Developer each year no later than 90 days after the date on which all taxing authorities have contributed their required annual appropriation to the Redevelopment Trust Fund in accordance with section 163.387 Florida Statutes

d Duration of Annual Payments The Parties expressly acknowledge that the BCRA is scheduled to sunset in 2024 and cannot be extended absent action by Brevard County and the City of Palm Bay. Unless the BCRA is extended as contemplated below, the Annual Payments to

Developer shall terminate with the Annual Payment payable in 2024 which shall constitute a rebate of the taxes paid for the 2023 tax year. In the event the BCRA is extended beyond 2024, the BCRA shall make additional payments to Developer for an additional five (5) years or for however many years the BCRA is extended if extended for less than five (5) years, pursuant to the following equation

(Post Improvement Taxable Value of Property – Base Value
Taxable Value of Property) X Combined Millage Rates of Brevard
County, the City of Palm Bay, and all other taxing authorities then
required by law to deposit increment taxes into the BCRA
Redevelopment Trust Fund X 0.95 X 0.80

For the purposes of performing this calculation, all terms shall have the same meaning as defined in Section 3 hereof. Under no circumstances shall any Annual Payments be remitted to Developer after 2029 which shall constitute a rebate of the taxes paid for the 2028 tax year. Further, in the event the BCRA sunsets and/or all taxing authorities cease making annual appropriations to the Redevelopment Trust Fund in accordance with section 163.387 Florida Statutes, for any reason prior to 2024, Annual Payments shall also terminate in such year. The Parties expressly acknowledge and agree that the Annual Payments due to Developer under this Agreement are contingent upon annual appropriations being made to the Redevelopment Trust Fund by the taxing authorities required by law to contribute to such Redevelopment Trust Fund.

4 Timely Payment of Taxes. Developer shall timely pay when due the ad valorem real property taxes assessed against the Property and the Project.

5 Modification of Development. Developer shall develop and construct the Project in substantial accordance with Section 2 and Exhibit B hereof. The CRA must approve in writing any proposed modification to the Development which reduces the number, location, or use of the commercial outparcels.

6 Construction Schedule. Developer shall obtain all necessary permits and approvals from the City and begin construction of the Project within twelve (12) months of the Effective Date which period shall be extended for events of delay for which Developer is not solely responsible. All residential components of the Project shall be completed and certificates of occupancy issued by the City for same by March 31st 2020 (the “Residential Completion Date”) which period may be extended by the City for events of delay for which Developer is not solely responsible. All commercial components of the Project shall be completed and certificates of occupancy issued by the City for same by December 1st 2021 (the “Commercial Completion Date”), which period may be extended by the City for events of delay for which Developer is not solely responsible.

7 Taxing Power not Pledged. Nothing in this Agreement shall operate or be construed to compel the City Council of the City of Palm Bay (or any other taxing authority) to either directly or indirectly levy ad valorem taxes or otherwise exercise its taxing power to fund any obligation created by this Agreement.

8 Assignment Prior to the Apartment Completion Date, neither party may assign this Agreement or its rights hereunder without the prior written consent of the other party, which consent may be withheld in the sole discretion of the party whose consent has been requested. After the Apartment Completion Date, Developer may assign this Agreement without restriction upon providing written notice to the BCRA. Any such assignee must fully assume all of the responsibilities and obligations of the assigning party by written agreement. All covenants, rights, privileges, duties, obligations, liabilities of Developer and BCRA affirmative obligations created hereunder shall run with the land and burden and benefit the owner thereof.

9 Entire Agreement. This Agreement represents the entire understanding and agreement of the Parties with respect to the subject matter hereof and supersedes any prior understandings or agreements between the parties. No modifications to this Agreement shall be enforceable unless in writing and executed by both Parties hereto.

10 No Waiver The failure of either party to require performance of any duty or condition under this Agreement shall not affect the entity's right to require performance at any time thereafter, nor shall either party's waiver of any condition, breach, or default under this Agreement constitute a waiver of any subsequent failure of such condition, breach or default.

11 Governing Law, Venue, Waiver of Jury Trial This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue shall be in Brevard County, Florida. The Parties waive the right to trial by jury in any dispute or litigation arising from, concerning or relating to this Agreement.

12 Severability. In the event this Agreement or any provision of this Agreement is for any reason held illegal or unenforceable by a court of competent jurisdiction, the Parties shall attempt in good faith to negotiate a new agreement or provision that is legal and enforceable and that effectuates the intent and purpose of this Agreement. To such extent, the provisions of this Agreement shall be deemed severable.

13 Notices Any notice, request, instruction, or demand required or allowed pursuant to this Agreement shall be in writing and shall be delivered personally, by recognized overnight courier (such as Federal Express or UPS), mailed by certified mail, return receipt requested, or by electronic correspondence or facsimile transmission.

If to BCRA, such notice shall be delivered at

Lisa Morrell
City Manager and BCRA Executive Director
120 Malabar Road SE
Palm Bay FL 32907
lisa.morrell@palmbayflorida.org

If to Developer such notice shall be delivered at

Carol Chang
6996 Piazza Grande Ave., Suite 309
Orlando FL 32835
Phone (407) 270 6741
Email carol@nsdpartners.com

The addresses provided above may be changed by the applicable party to the Agreement by providing the other party with notice of such address change in the same manner as provided above. Notices shall be effective upon receipt or failure to accept delivery. Electronic correspondence or facsimile transmission shall be deemed received on the date sent if sent by 4:00 p.m., Eastern Standard Time on a business day. If sent after 4:00 p.m. EDT, such transmission shall be deemed received on the next business day.

14 Default If either party breaches or fails to perform any of its duties, covenants, or representations hereunder and fails to cure same within thirty (30) days after written notice of such breach, or within such greater amount of time as provided in the notice of breach in the sole discretion of the non-breaching party (the "Cure Period") then such party shall be deemed in default of this Agreement. Upon expiration of the Cure Period, the non-defaulting party shall be entitled to pursue any and all remedies available under law or equity including but not limited to the termination of the Agreement and suspension of performance of duties and obligations required pursuant to the Agreement.

15 No Joint Venture It is mutually understood and agreed by the Parties that nothing contained in this Agreement is intended or shall be construed as in any way creating or establishing a partnership or joint venture between the Parties hereto or as constituting Developer as the agent or representative of the BCRA for any purpose or in any manner whatsoever.

16 Effective Date. This Agreement shall become effective as of the date upon which all of the following have occurred:

- a Execution of the Agreement by the Parties and
- b Approval of the Agreement by the City of Palm Bay City Council

IN WITNESS WHEREOF the Parties hereto have set their hands and seals the day and year first above written

NORTHSHORE DEVELOPMENT, LLC

By. ASL

Date 6/27/19

Print Name ANDREW R. STEEL

Title Chief Investment Officer

Attest mjz

Date 2019 06 27

Print Name MIGUEL REYNALDO

BAYFRONT COMMUNITY REDEVELOPMENT DISTRICT

By William Caputo
Chairman / Mayor

Date WC 6/28/19

Approved as to form and legality

JC
Jennifer Cockcroft, BCRA Attorney

Exhibit A

Legal Description of Property

Parcel IX

Lot 1 and the North 120 feet of Lot 2, lying West of Florida East Coast Railway, VALENTINE ESTATE SUBDIVISION according to the plat thereof, as recorded in Plat Book 1 Page 67 Public Records of Brevard County, Florida

Parcel X

The North three quarters (3/4's) of the Southwest one-quarter (1/4) of the Northeast one-quarter (1/4) EXCEPT Florida East Coast Railway and road right of way for Robert J Conlan Boulevard located in Section 14 Township 28 South Range 37 East Also LESS AND EXCEPT land described in Warranty Deed filed in Official Records Book 4087, Page 323, Public Records of Brevard County Florida

12 A.45

Exhibit B

Description of Project

A 24-acre mixed use development site including a 18 acre 320 unit apartment development and 6 acres of mixed use commercial development containing restaurants, bars, cafes, entertainment venues, and/or similar establishments located in Palm Bay, FL on Robert J Conlan Blvd



6-28-19 - Copy to Joan Junkala

FIRST AMENDMENT TO REDEVELOPMENT INCENTIVE AGREEMENT

THIS FIRST AMENDMENT TO REDEVELOPMENT INCENTIVE AGREEMENT (this "**Amendment**") is made effective as of the ___ day of ___, 2021 (the "**Effective Date**"), by and between the Bayfront Community Redevelopment Agency (the "BCRA"), a special independent district of the City of Palm Bay created pursuant to Part III Chapter 163 Florida Statutes whose address is 120 Malabar Road NE, Palm Bay FL 32907, City of Palm Bay Bayfront Community Redevelopment Agency, a public body corporate and politic created pursuant to Part III Chapter 163 Florida Statutes whose address is 120 Malabar Road Palm Bay FL 32907 (the "BCRA"), and NorthShore Development, LLC, a limited liability company authorized to transact business in the State of Florida, whose address is 2295 S. Hiawasse Rd, Suite 306 Orlando FL 32835 (the "Developer") which parties may collectively be referred to herein as the "Parties."

RECITALS:

WHEREAS, the Parties entered into a Redevelopment Incentive Agreement (the "Agreement") on April 18, 2019 with respect to certain real property located within the Bayfront Redevelopment District at the northeast intersection of Robert J. Conlan Blvd. and Commerce Park Drive (the "Property"); and

~~The Parties entered into that certain Redevelopment Incentive Agreement with respect to certain real property located within the BCRA area at the northeast intersection of Robert J. Conlan Blvd. and Commerce Park Drive (the "Property"); and~~

WHEREAS, ~~t~~The Parties desire to modify certain terms of the Redevelopment Services Agreement as more particularly set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth and other good and valuable consideration, the Parties agree for themselves and their respective successors and assigns as follows:

1. The WHEREAS clause is hereby deleted in its entirety and replaced with the following paragraph:

WHEREAS, the Developer agrees to complete improvements to the Property as defined herein. The portion of the Property intended for residential development (the "Residential Property") and the portion of the Property intended for commercial development (the "Commercial Property") are more specifically described in Exhibit "A" attached hereto.

~~1. The WHEREAS clause is hereby deleted in its entirety and replaced with the following paragraph:~~

~~WHEREAS, the Developer proposes to complete substantial renovations or improvements to property located within the BCRA area at the northeast intersection of Robert J. Conlan Blvd. and Commerce Park Drive (the "Property"). The portion of the Property intended~~

~~for residential development (the “Residential Property”) and the portion of the Property intended for commercial development (the “Commercial Property”) are more specifically described in Exhibit “A” attached hereto.~~

2. The Project. Paragraph 2 is hereby amended to include the underlined language below:

The Project. The Project will consist of a mixed use residential and commercial development on the Property, to consist of 320 residential apartments (“Residential Development”) and five commercial outparcels containing retail restaurants, bars, cafes, entertainment venues, and/or similar establishments (“Commercial Development”) as generally shown on the concept plan attached hereto as Exhibit B. The Commercial Development shall havebe a minimum of 40,000 square feet. The Commercial Development must be approved by the City’s Development Review process which, in order to protect the health, safety and welfare of the City may necessitate a decrease in final build-out. The Commercial Development must be built in accordance with the City of Palm Bay Code of Ordinances. The minimum square footage may be decreased if it is determined by by City staff during site plan review that building 40,000 square feet would violate the City of Palm Bay Code of Ordinances. Any decrease provided should be the minimum needed to comply with the City’s Code of Ordinances.

3. Commencement of Annual Payments. Paragraph 3(b) is hereby deleted in its entirety and replaced with the following paragraph:

Commencement of Annual Payments. The Annual Payments shall commence for the Residential Property upon the City’s issuance of a certificate of occupancy for the Residential Development. The annual payments and fffor the Commercial Property shall commence upon the City’s issuance of a certificate of occupancy for the Commercial Development. Prior to the release of the first Annual Payment for the Residential Property, the Developer shall purchase a construction bond in favor of the City. The bond shall insure that the Phase II Commercial Development will be built prior to the expiration of the Construction Schedule set forth in Paragraph 6 below. The value of the bond shall be based upon the estimated value of construction in accordance with the site plan. A site plan for the Commercial Development shall be submitted to the City of Palm Bay no later than December 1, 2021.

4. Construction Schedule. ~~Paragraph 6. The last sentence of paragraph 6 is hereby deleted and replaced with~~ amended to include the following statement at the end of Paragraph 6:

“Due to the Executive Orders issued in connection with the COVID-19 pandemic, all construction and completion deadlines contained in this paragraph have been extended by eighteen (18) months.” All commercial components of the Project shall be completed and certificates of occupancy issued by the City for same by June 1, 2023.

5. Separation Rights, Obligations, and Liabilities for Commercial Property and Residential Property. The following statement shall be added as Paragraph 14:

Separation of Rights, Obligations, and Liabilities for Commercial Property and Residential Property. All rights, obligations, and liabilities with respect to the Commercial Property are hereby severed from the rights, obligations and liabilities of the Residential Property. Any such any liability or default under any this Agreement with respect to Commercial Property shall not impact the rights, obligations, and liabilities of the Residential Property, and vice versa.

Exhibit A

Residential Property and Commercial Property

Residential Property

Lot 1 NORTSHORE AT PALM BAY according to the plat thereof, as recorded in Plat Book __, Page __ Public Records of Brevard County, Florida

Commercial Property

Lots 2-6 NORTSHORE AT PALM BAY according to the plat thereof, as recorded in Plat Book __, Page __ Public Records of Brevard County, Florida

LEGEND

- A. AQUA APARTMENTS - 320 UNITS
COMPLETED 2020
- B. 1.16 Ac. OFFICE/ RETAIL/ REST: 6,500 - 8,400 SF
- C. 1.04 Ac. OFFICE/ RETAIL/ REST: 7,000 - 8,400 SF
- D. 1.26 Ac. OFFICE/ RETAIL: 6,500 - 10,500 SF
- E. 1.10 Ac. OFFICE/ RETAIL: 7,700 - 10,400 SF
- F. 1.73 Ac. RETAIL/ REST: 12,000 - 15,840 SF



The calculations above are based on municipal code and land use requirements that may be subject to change. The Developer is relying upon their best estimates and market knowledge to for the range of uses that are assumed above and this may be subject to change as the development is in process of obtaining tenants.

COMMERCIAL LOTS

LESS: COMMON ROAD / ACCESS EASEMENTS

	SITE:		EASEMENT WIDTH (FT)				DRAIN	EASEMENT LENGTH (FT)			EASEMENT AREAS (SF)			COMBINED
LOT:	ACRES:	SQ. FT.:	01	02	03	04		01	02	03	01	02	03	TOTAL:
2	1.16	50,529.60	26.5	50 -	-	-		268.95	142.42		7127.175	7121 -		14248.175
3	1.04	45,302.40	-	50 -	-	-			137.83		-	6891.5 -		6891.5
4	1.23	53,578.80	-	50	50 -	-			162.49	267.9	-	8124.5	13395	21519.5
5	1.04	45,302.40	-	50 -		15	-		135.54		-	6777 -		6777
6	1.63	71,002.80	-	50 -		15	-		313.95		-	15697.5 -		15697.5
TOTALS:	6.1	265,716.00												

	LOT 2	LOT 3	LOT 4	LOT 5	LOT 6	COMBINED TOTALS:
GROSS:	50,529.60	45,302.40	53,578.80	45,302.40	71,002.80	265,716.00
LESS - ACCESS:	14,248.18	6,891.50	21,519.50	6,777.00	15,697.50	65,133.68
SUBTOTAL	36,281.43	38,410.90	32,059.30	38,525.40	55,305.30	200,582.33
20% LANDSCAPING:	7,256.29	7,682.18	6,411.86	7,705.08	11,061.06	40,116.47
60% PARKING:	21,768.86	23,046.54	19,235.58	23,115.24	33,183.18	120,349.40
5% WALKS	1,814.07	1,920.55	1,602.97	1,926.27	2,765.27	10,029.12
BUILDING:	7,256.29	7,682.18	6,411.86	7,705.08	11,061.06	40,116.47
CHECK:	50,529.60	45,302.40	53,578.80	45,302.40	71,002.80	265,716.00
PARKING:						
RETAIL 1/200	36.28	38.41	32.06	38.53	55.31	200.58
OFFICE: 1/300	24.19	25.61	21.37	25.68	36.87	133.72

RESTAURANT BY FBC (OCCUPANCY)

50% KITCHEN 1/200	18.14	19.21	16.03	19.26	27.65	100.29
50% PATRON 1/15	241.88	256.07	213.73	256.84	368.70	

PALM BAY RESTAURANT

1/3 SEATS PATRON	80.63	85.36	71.24	85.61	122.90	445.74
1/PER STAFF						
COMBINED TOTAL:	98.77	104.56	87.27	104.87	150.55	546.03

USE:

Retail Space (30%)	2,176.89	2,304.65	1,923.56	2,311.52	3,318.32	12,034.94
Office Space (25%)	1,814.07	1,920.55	1,602.97	1,926.27	2,765.27	10,029.12
Restaurant (45%)	3,265.33	3,456.98	2,885.34	3,467.29	4,977.48	18,052.41

30%

60%

	25%
	45%

Parking

Retail Space (30%)	10.88	11.52	9.62	11.56	16.59	60.17
Office Space (25%)	6.05	6.40	5.34	6.42	9.22	33.43
Restaurant (45%)	44.44	47.05	39.27	47.19	67.75	245.71
	21,481.63	22,742.45	18,981.78	22,810.25	32,745.35	118,761.45