

SEWER IMPROVEMENT AGREEMENT

THIS SEWER IMPROVEMENT AGREEMENT (the “**Agreement**”) is made and entered into as of ____ day of _____, 2024, by and between **Regency Parc, LLC**, a Florida limited liability company (“**Regency**”) whose mailing address is 2020 Salzedo Street, 5th Floor, Coral Gables, FL 33134 and the **City of Coral Gables**, a Florida municipal corporation (the “**City**”), whose mailing address is 405 Biltmore Way, Coral Gables, Florida 33134.

W I T N E S S E T H:

WHEREAS, Regency is the owner and developer of certain properties located in the City of Coral Gables, Florida, which are more particularly described in **Exhibit "A"** attached hereto and made a part hereof (the "**Property**"); and

WHEREAS, to accommodate the development of the Property by Regency and future development in and around the properties located within the Sanitary Sewer Basin City ____ area, as more particularly described in **Exhibit "B"**, the City is in need of additional sewer infrastructure (the “**Sewer Improvements**”); and

WHEREAS, Regency must relocate an existing sewer line, convey said line to the City and grant a utility easement in favor of the City (“**Regency Sewer Improvement Work**”) as more particularly described in **Exhibit "C"**; and

WHEREAS, the City has been awarded a grant for financial assistance from the Florida Division of Emergency Management (“**FDEM**”) for Engineering Services related to the City’s sewer system and construction work related to the City’s sewer system (collectively referred to as “**FDEM Grant Funds**”);

WHEREAS, the City intends, for the benefit of the public and to provide the necessary capacity to the City sewer infrastructure for properties in the area, the design, construction and installation of certain Sewer Improvements, as shown and set forth in **Exhibit "D"** (“**City Sewer Improvement Work**”); and

WHEREAS, Regency has agreed to contribute four hundred and seventy five thousand dollars (\$475,000.00) toward the City Sewer Improvement Work; and

WHEREAS, the City shall provide signed Conditional Sewer Capacity Certification Letters for the Projects to be located on the Property within three (3) days of execution of this Agreement; and

WHEREAS, Section 78-103 of the City’s Code provides a process by which future users that connect to the City Sewer Improvement Work funded by Regency will reimburse the Regency for its proportionate share of the cost of the City Sewer Improvement Work.

NOW, THEREFORE, in consideration of the mutual covenants entered into between the parties hereto to be made and performed and in consideration for the benefits to accrue to each of the respective parties, it is covenanted and agreed to as follows:

1. Recitals. The above recitals and representations are true and correct and shall be incorporated in this Agreement and be part thereof.
2. Proposed Sewer Improvements. Regency agrees to complete the Regency Sewer Improvement Work as more particularly described in Exhibit "C". Regency will relocate the existing sewer line on the Property and dedicate same to the City. Regency will also grant a utility easement to the City upon completion of the Regency Sewer Improvement Work.
3. Financial Contribution. Regency agrees to contribute four hundred and seventy five thousand dollars (\$475,000.00) toward the City Sewer Improvement Work within five days of the Effective Date of this Agreement.
4. Maintenance. Regency agrees to perform or cause to be performed, annual inspections of the portion of the sewer line within the Utility Easement. Regency shall maintain inspection logs and provide those logs to the City upon written request. In no event shall Regency be responsible for repair of such line. If Regency fails to inspect the sewer line as provided in this Agreement, Regency shall be responsible for the cost of repair of the line in the event of a breakage or other event.
5. Certificates of Occupancy. Regency acknowledges and agrees that Temporary Certificates of Occupancy (TCOs) shall not be issued for proposed projects within the Sanitary Sewer Basin City 2, until such time as the City Sewer Improvement Work and Regency's Sewer Improvement Work is substantially completed, as evidenced by an approved final City inspection.
6. Timeline for Sewer Improvements. It is anticipated that Regency's Sewer Improvement Work and the Anticipated City Sewer Improvement Work will be completed by April 2024 and August 2024 respectively, subject to delays caused by force majeure and delays encountered during the normal course of the Sewer Improvement Work. This timeline establishes the expectations of the City and Regency.
7. Expedited Review of Plans. The City shall provide an expedited review for all building permits or other construction related applications as are required to construct the Sewer Improvements as well as to develop Regency's Properties as proposed and shall, to the extent possible, request expedited review of plans from all other government entities involved in the review of said plans.

8. Compliance with other Applicable Laws. It shall be the City's responsibility to ensure that the City's entering into of this Agreement, the incorporation of the Sewer Improvements into the City's public sewer system, and its operation complies with all applicable County, State of Florida, and United States Federal laws and regulations.

9. Force Majeure. Should either the City, or the Contractors be prevented from timely performing any obligations herein, including but not limited to sewer service, due to or resulting from a force majeure or inevitable accident or occurrence, such party shall be excused from timely performance of said obligation but the obligations of both parties to complete, accept, and operate the Sewer Improvements will remain in place and can only be released by a written termination of this agreement signed by both parties. As used herein, force majeure shall mean an act of God which includes but is not limited to sudden, unexpected or extraordinary forces of nature such as floods, washouts, storms, hurricanes, fires, earthquakes, landslides, epidemics, pandemics, explosions or other forces of nature. Inevitable accidents or occurrences shall mean those which are unpreventable by either party and shall include but not be limited to strikes, lockouts, other industrial disturbances, wars, blockades, acts of public enemies, insurrections, riots, federal, state, county and local governmental restraints and restrictions, military action, civil disturbances, explosions, conditions in federal, state, county and local permits, bid protests, manufacturing and deliver delays, unknown or unanticipated soil, unexpected and exceptional delays in permitting, water or ground conditions and cave-ins, or otherwise, and other causes reasonably beyond the control of either party, whether or not specifically enumerated herein.

10. Modification to Scope of Anticipated City Sewer Improvement Work. In the event the Anticipated City Sewer Improvement Work is not completed in whole or in part by the City due to the FDEM Grant Funds or otherwise, Regency shall complete the Anticipated City Sewer Improvement Work not performed by the City under this Agreement (collectively, the "**Sewer Improvement Work**") and shall pay all costs and expenses for design and construction of the Sewer Improvement Work. All Sewer Improvement Work performed shall be considered Sewer Improvement Work, subject to all terms and conditions of this Agreement related to Sewer Improvement Work including, but not limited to the right to reimbursement by Subsequent Connectors set forth in Paragraph 9. Within five (5) days of the request of one party, the other party shall provide and execute any further documentation that may be required to reflect such agreement including but not limited to modification to the bonds required by this Agreement to ensure such bonds cover all obligations related to the Sewer Improvement Work.

11. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all other agreements, whether written or verbal, which may exist between the parties.

12. Applicable Law and Proper Venue. In the event of a dispute between the parties regarding the terms hereof, which terms shall be construed pursuant to Florida law, the same shall be resolved in the courts of Miami-Dade County, Florida, which courts shall have exclusive jurisdiction.

13. Successors and Assigns. This Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns.

14. Notice. All notices, demands, requests and other communications required under this Agreement must be given in writing and may be delivered (a) by hand, or (b) by certified mail, return receipt requested, or (c) by a nationally recognized overnight delivery service such as Federal Express. Notice shall be deemed to have been given upon receipt of notice. All notices, demands, requests and other communications required under this Agreement may be sent by electronic mail provided that the electronic communication is followed up by notice given pursuant to one of the three methods in the preceding sentence. Any party may designate a change of address by written notice to the other party, received by such other party at least ten days before the change of address is to become effective.

a. Regency. In the case of a notice or communication to Alliance if addressed as follows:

To: Regency Parc, LLC
2020 Salzedo Street, 5th Floor
Coral Gables, Florida 33134
Attn: Rick Moreno

cc: JMZ Group
2020 Salzedo Street, 1st Floor
Coral Gables, Florida 33134
Attn: Joe Jimenez

b. City. In the case of a notice or communication to the City, if addressed as follows:

To: City of Coral Gables
405 Biltmore Way
P.O. Drawer 141549
Coral Gables, Florida 33134
Attn: City Manager

cc: City of Coral Gables
405 Biltmore Way
Coral Gables, Florida 33134
Attn: City Attorney

A party may unilaterally change its address or addressee by giving notice in writing to other parties as provided in this Section. Thereafter, notices, demands and other pertinent correspondence shall be addressed and transmitted to the new address.

SIGNATURE PAGES FOLLOW

IN WITNESS WHEREOF, the undersigned have set their hands and seals to this Agreement on the date above.

WITNESS:

Print Name: _____

Print Name: _____

REGENCY PARC, LLC, a Florida
limited liability company

By: Codina Manager, LLC, a Florida limited
liability company, its manager

By: _____
Name: _____
Title: _____

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 202__, by **Regency Parc, LLC**, the _____ of _____, a _____, on behalf of the corporation/limited liability company/partnership, who is personally known to me or who has produced _____ as identification.

Notary Public – State of Florida

Notary Seal: _____

IN WITNESS WHEREOF, the undersigned have set their hands and seals to this Agreement on the date above.

WITNESS:

Print Name: _____

City of Coral Gables, a municipal corporation of the State of Florida

Print Name: _____

By: _____
Name: _____
Title: _____

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 202__, by **City of Coral Gables**, the _____ of _____, a _____, on behalf of the corporation/limited liability company/partnership, who is personally known to me or who has produced _____ as identification.

Notary Public – State of Florida

Notary Seal: _____

Approved as to form and legal sufficiency:

Cristina M. Suarez, City Attorney, City of Coral Gables
Stephanie M. Throckmorton, Deputy City Attorney
Gustavo J. Ceballos, Assistant City Attorney

EXHIBIT "A"

Regency Property

PARCEL 1: Folio Number 03-4117-005-2330: Lots 1 through 4, Block 10, "CORAL GABLES CRAFTS SECTION", according to the Plat thereof, as recorded in Plat Book 10, at Page 40, of the Public Records of Miami-Dade County, Florida, containing 9996.3 square feet or 0.2295 acres.

PARCEL 2: Folio Number 03-4177-005-2340: Lots 5 and 6, Block 10, "CORAL GABLES CRAFTS SECTION", according to the Plat thereof, as recorded in Plat Book 10, at Page 40, of the Public Records of Miami-Dade County, Florida, containing 5001.8 square feet or 0.1148 acres.

PARCEL 3 Folio Number 03-4117-005-2350: Lot 7, Block 10, "CORAL GABLES CRAFTS SECTION". according to the Plat thereof, as recorded in Plat Book 10, at Page 40, of the Public Records of Miami-Dade County, Florida, containing 2499.8 square feet or 0.0574 acres.

PARCEL 4: Folio Number 03-4117-005-2370: Lots 8 through 9, Block 10, "CORAL GABLES CRAFTS SECTION", according to the Plat thereof, as recorded in Plat Book 10, at Page 40, of the Public Records of Miami-Dade County, Florida, containing 5000.9 square feet or 0.1148 acres.

PARCEL 5: Folio Number 03-4117-005-2390: Lots 10 and 11, Block 10, "CORAL GABLES CRAFTS SECTION", according to the Plat thereof, as recorded in Plat Book 10, at Page 40, of the Public Records of Miami-Dade County, Florida, containing 5001.1 square feet or 0.1148 acres.

PARCEL 6: Folio Number 03-4117-005-2410: Lots 12, Block 10, "CORAL GABLES CRAFTS SECTION". according to the Plat thereof, as recorded in Plat Book 10, at Page 40, of the Public Records of Miami-Dade County, Florida, containing 2501.6 square feet or 0.0574 acres.

PARCEL 7: Folio Number 03-4117-005-2600 Lot 35, Block 10, "CORAL GABLES CRAFTS SECTION", according to the Plat thereof, as recorded in Plat Book 10, at Page 40, of the Public Records of Miami-Dade County, Florida, containing 2502.0 square feet or 0.0574 acres.

PARCEL 8: Folio Number 03-4117-005-2610: Lot 36, Block 10, "CORAL GABLES CRAFTS SECTION", according to the Plat thereof, as recorded in Plat Book 10, at Page 40, of the Public Records of Miami-Dade County, Florida, containing 2501.9 square feet or 0.0574 acres.

PARCEL 9: Folio Number 03-4117-005-2680: Lots 37 through 46, Block 10, "CORAL GABLES CRAFTS SECTION", according to the Plat thereof, as recorded in Plat Book 10, at Page 40, of the Public Records of Miami-Dade County, Florida, containing 24994.6 square feet or 0.5738 acres.

PARCEL 11: Folio Number 03-4117-005-2575: Lot 33, Block 10, "CORAL GABLES CRAFTS SECTION", according to the Plat thereof, as recorded in Plat Book 10, at Page 40, of the Public Records of Miami-Dade County, Florida.

ALLEY: A portion of the east-west alley as well as portions of Lots 11 & 12, Block 10, "CORAL GABLES CRAFT SECTION", according to the Plat thereof, as recorded in Plat Book 10, Page 40 of the Public Records of Miami-Dade County, Florida; lying and being in the City of Coral Gables, Florida, and being more particularly described as follows: Begin at the southeasterly corner of said Lot 12, Block 10, thence run S0238°59" E, along the southerly extension of the east line of Lot 12, for 20.00 feet to the northeasterly corner of Lot 35; thence run S86°06'57" W, along the northerly line of Lot 35 for 0.80 feet to a point of intersection with a non-tangent curve; said point bearing N02°17'00" E to the center of said curve; thence run southwesterly and northwesterly, along a circular curve to the right, having for its elements a radius of 45.00 feet, a central angle of 83°50'34", for an arc distance of 65.85 feet to a point of tangency; thence run N03°52'26" W for 75.23 feet; thence run N86°06'43" E for 20.00 feet; thence run S03°52'26" E for 75.24 feet to a point of curvature; thence run southeasterly & northeasterly, along a circular curve to the left, having for its elements a radius of 25.00 feet, a central angle of 81°43'57" for an arc distance of 35.66 feet to the southeasterly corner of Lot 12 and the Point of Beginning. Said perpetual access easement dedication containing 2526.2 square feet, more or less.

EXHIBIT "B"

CITY OF CORAL GABLES SANITARY SEWER BASIN CITY 2 AREA MAP



EXHIBIT "C"

REGENCY SEWER IMPROVEMENT WORK

PROJECT

Regency Parc

2601 Sabalco Street Coral Gables, Florida 33134

OWNER

CONSULTANTS

ARCHITECT
NICHOLS BROSCH WURST WOLFE & ASSOCIATES, INC.
161 ALMERA AVE
CORAL GABLES, FL 33134
305.443.5200
AEC 000000

STRUCTURAL ENGINEER
DE LOS REYES ENGINEERING, INC.
8726 N.W. 26th STREET SUITE 1 & 2
MIAMI, FL 33172
305.477.8828

M&P & P ENGINEER
FRANKIE ENGINEERS, INC.
10010 N.W. 27th STREET
CORAL, FL 33172
305.592.1380

CIVIL ENGINEER
SRS ENGINEERING, INC.
5001 S.W. 14th CT. SUITE 201
MIAMI, FL 33155
305.682.8087

LANDSCAPE ARCHITECT
WITHIN HILLS + PARTNERS
307 S. 21st AVENUE
MIAMIWOOD, FL 33130
954.923.9881

INTERIOR DESIGNER
CONSULTANT NAME
ADDRESS
CITY, ST, ZIP
000.000.0000

REVISIONS

NO.	DATE	ISSUE
REV. 1	04-24-2023	PLAN REVIEW COMM.
REV. 2	TBD	PLAN REVIEW COMM.
REV. 3	08-13-2023	MDC COMM.
REV. 4	23-09-22	City Comm/Owners Coord A
REV. 5	23-12-04	City Comm
REV. 6	23-12-21	City Comm for C.O.

DATE OF ISSUE
07-14-2023

PROJECT STATUS

PERMIT SET

PROJECT NO.

2138

SEAL & SIGNATURE

IGNACIO SERRALTA, P.E.
PE NO. 45609

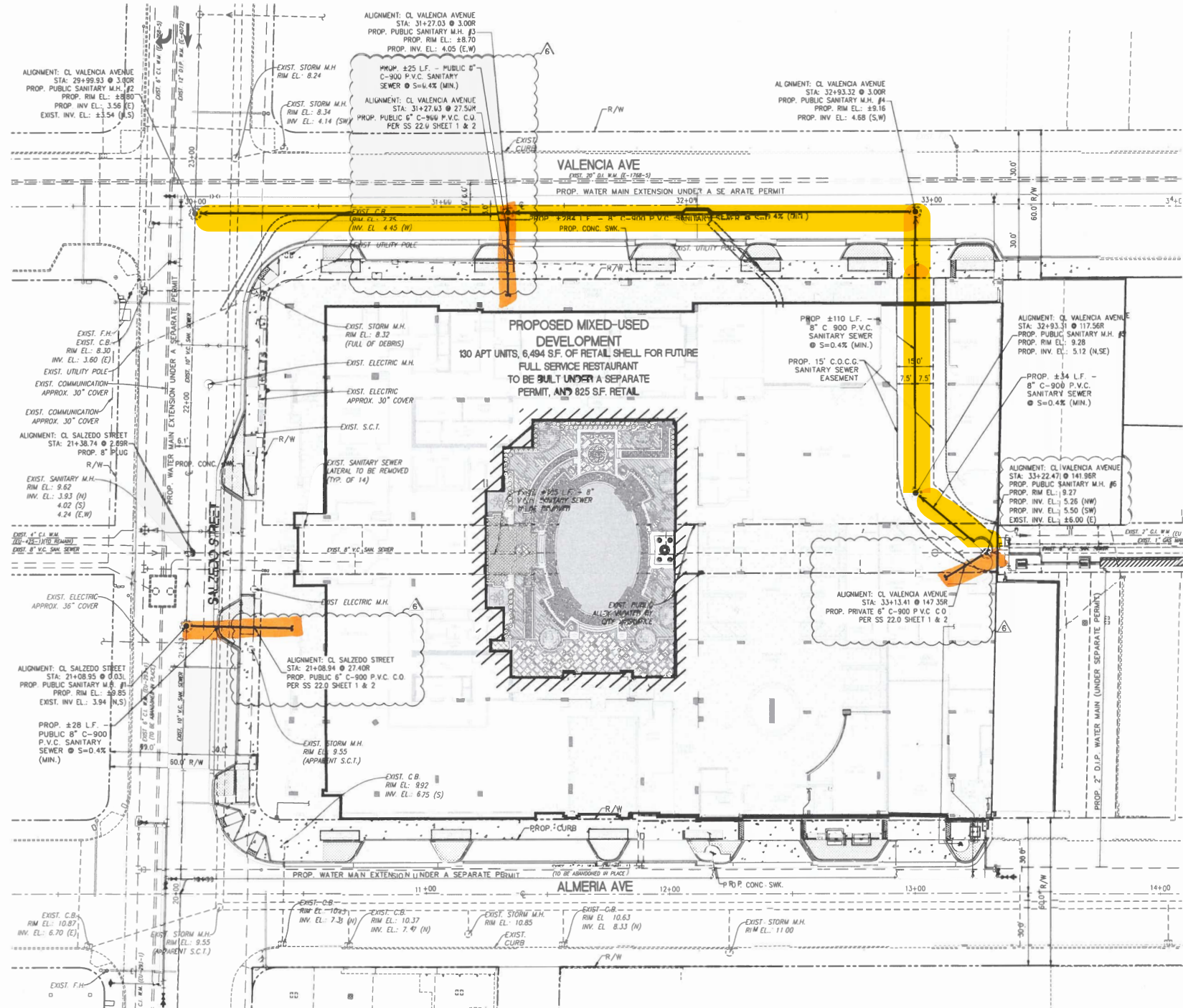
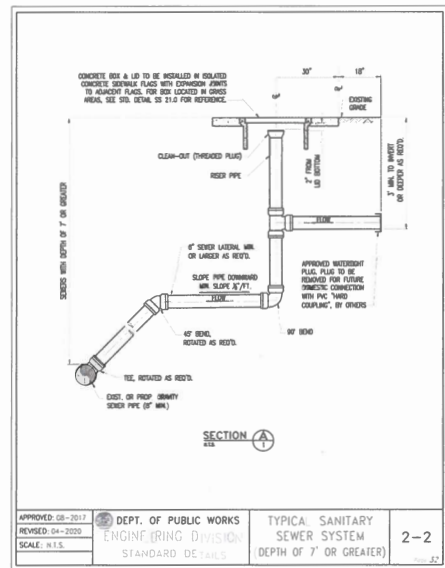
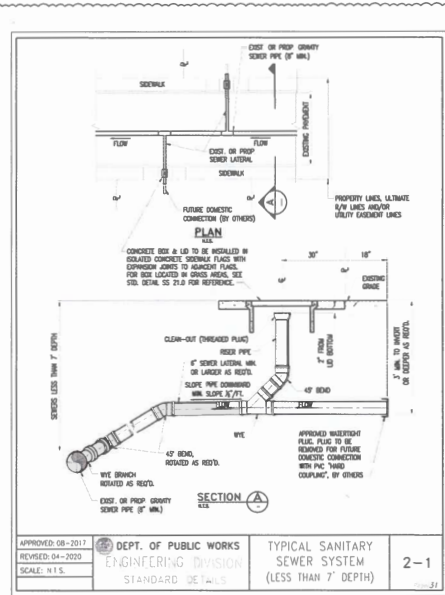
THIS SEAL HAS BEEN
DULY FILED AND
SEALED BY IGNACIO
SERRALTA, P.E. ON THE
DATE ALIGNED TO THE
SCALE AND THE
PROJECT NO. OF THIS
NOT COMPLETED WORK
AND SEAL AND THE
SIGNATURE MUST BE
VERIFIED ON ANY
ELECTRONIC COPIES.



Ignacio Serralta
Digitally signed by Ignacio Serralta
Date: 2023.12.21
17:10:41 05'00"

SS-2
SEWER PLAN

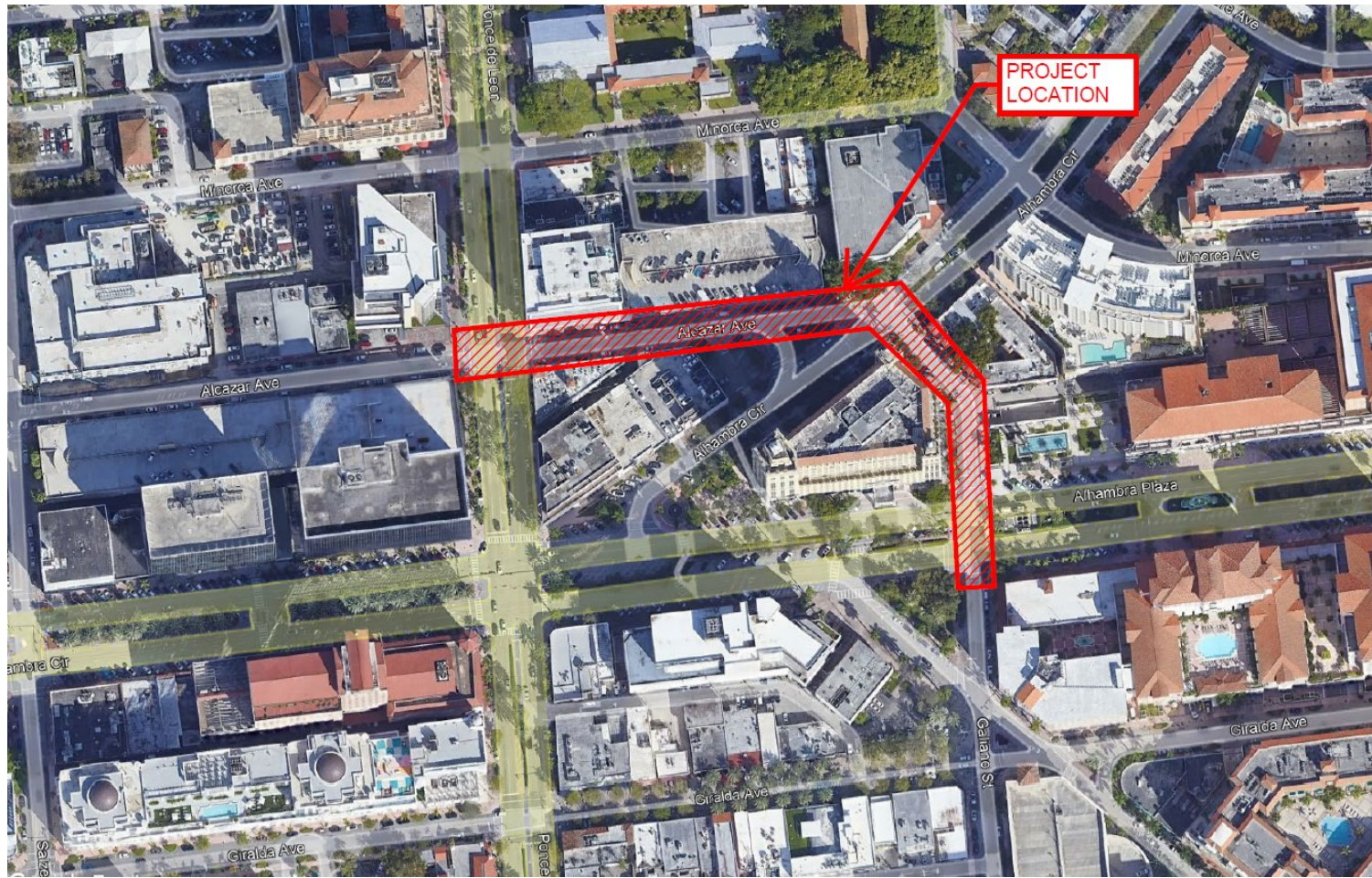
PRIVATE PROVIDER 3-31-23



SEWER PLAN
SCALE 1" = 20'

EXHIBIT "D"

CITY SEWER IMPROVEMENT WORK



City 2 Gravity Sewer Upgrades