

## **COST RECOVERY AGREEMENT**

THIS COST RECOVERY AGREEMENT (the "Agreement") is among the CITY OF SUNRISE, FLORIDA, a municipal corporation duly organized and existing under the laws of the State of Florida (the "City"); SUNRISE MILLS (MLP) LIMITED PARTNERSHIP, a limited partnership duly organized and existing under the laws of the District of Columbia; SAWGRASS MILLS PHASE II LIMITED PARTNERSHIP, a limited partnership duly organized and existing under the laws of the State of Delaware; SAWGRASS MILLS PHASE III LIMITED PARTNERSHIP, a limited partnership duly organized and existing under the laws of the State of Delaware; and SAWGRASS MILLS PHASE IV, L.L.C., a limited liability company duly organized and existing under the laws of the State of Delaware (collectively, the "Benefitted Owners"); and SAWGRASS PARKING DECK, LLC, a limited liability company duly organized and existing under the laws of the State of Delaware (the "Deck Parcels Owner").

1. Preliminary Statements. Among the matters of mutual agreement which have resulted in the execution of this Agreement are the following:

(a) The City, the Benefitted Owners and the Deck Parcels Owner previously collaborated on the development, design, construction, equipment, installation and financing of two (2) parking garage structures to be owned by the City and located on land owned by the Deck Parcels Owner within the City, together with (i) necessary improvements to public infrastructure, intersections, traffic signalization and rights-of-way and (ii) necessary improvements to parking lots and related work on land owned by the Benefitted Owners (collectively, the "Project").

(b) As of the date hereof, a portion of the Project has been completed, specifically one (1) parking garage structure and two (2) traffic signals, together with all associated improvements to public infrastructure, intersections, rights-of-way, and parking lot improvements and related work on land owned by the Benefitted Owners associated with the completed portion of the Project.

(c) In connection with the Project, the City, the Benefitted Owners and the Deck Parcels Owner entered into a cost recovery agreement dated August 12, 2014 (the "Initial Agreement"), pursuant to which the Benefitted Owners and the Deck Parcels Owner agreed to pay to and reimburse the City for any and all past, present and future costs incurred by the City in connection with the Project, including, without limitation, the issuance of taxable special assessment bonds to finance the Initial Project (the "Special Assessment Bonds").

(d) In connection with the Project and the financing thereof through the issuance of the Special Assessment Bonds, the City, the Benefitted Owners and the Deck Parcels Owner also entered into that certain Parking Garages Construction and

Development Agreement, dated as of March 12, 2015, as the same has been amended from time to time (collectively the "Construction and Development Agreement") and various other related agreements, including, without limitation, a ground lease, a sublease and an easement and operating agreement, and the City enacted or adopted, as applicable, an assessment ordinance and resolutions (collectively, the "Parking Garages Documents").

(e) The City, the Benefitted Owners and the Deck Parcels Owner now desire to complete the development, design, construction, equipment, installation, and financing of the balance of the Project.

(f) While the Project is contemplated by the Parking Garages Documents, the Benefitted Owners and the Deck Parcels Owner would like to change the location of the balance of the Project to be completed as reflected in the Parking Garages Documents, which change in location may require amendments and revisions to one or more of the Parking Garages Documents, as well as related work to be undertaken by the City, its staff and outside consultants.

(g) As an express condition to the City undertaking the balance of the Project to be completed at the changed location, the Benefitted Owners and the Deck Parcels Owner have agreed to pay to and reimburse the City for any and all past, present and future costs incurred by the City in connection with the completion of the Project at the changed location, upon the terms set forth herein. The City represents that as of the date of execution and delivery of the Agreement, such costs incurred by the City total approximately \$8,175.

(h) The City, the Benefitted Owners and the Deck Parcels Owner are entering into this Agreement in order to set forth the Benefitted Owners' and Deck Parcels Owner's agreement to pay to and reimburse the City for any and all such costs in the manner and to the extent more specifically set forth herein.

2. Defined Terms. Capitalized words and terms used herein without definitions have the meanings ascribed thereto in this Agreement, or if not defined herein, in the Construction and Development Agreement, unless otherwise expressly provided or unless the context requires otherwise.

3. Undertakings on the Part of the City. The City agrees to collaborate and cooperate with the Benefitted Owners and the Deck Parcels Owner, including, without limitation, taking such actions as are required of the City under the Parking Garages Documents, in connection with undertaking the balance of the Project to be completed at the changed location, but only on the express condition that the Benefitted Owners and the Deck Parcels Owner enter into this Agreement in order to pay to and reimburse the City for any and all past, present and future costs incurred by the City in connection with

the undertaking of the Project, as more specifically provided in Section 4(a) hereof.

4. Undertakings on the Part of the Benefitted Owners and Deck Parcels Owner.

The Benefitted Owners and the Deck Parcels Owner, jointly and severally, hereby agree to pay to and reimburse the City for, any and all past, present and future costs incurred by the City in connection with the undertaking of the Project, including, without limitation, the fees and costs of all traffic and other engineering, financial, legal, and other consultants, the costs related to any required modification of the special assessment area established in connection with the issuance of the Special Assessment Bonds, and the levy of the special assessments to pay the Special Assessment Bonds, and City staff time specifically related and properly allocable to any such activities incurred by the City during the period commencing January 1, 2025 through the earlier of (i) Certificate of Completion / Certificate of Occupancy being issued for the completion of the project and (ii) December 31, 2028 (collectively, the "Recoverable Costs"). The parties agree that the obligation of the Benefitted Owners and the Deck Parcels Owner to reimburse the City for that part of the Recoverable Costs that is attributable to the City staff time shall be limited to twenty-five thousand dollars (\$25,000). The Benefitted Owners and the Deck Parcels Owner shall pay to and reimburse the City for the applicable Recoverable Costs on a monthly basis within thirty (30) days after the City has provided written notice to any one or more of the Benefitted Owners and the Deck Parcels Owner of the amount of such Recoverable Costs incurred by the City in the preceding month, which notice shall specify the nature of each specific component of Recoverable Costs, the dollar amount of such component of Recoverable Costs, the entity which rendered the service resulting in such specific component of Recoverable Costs, and be accompanied by invoices or other evidence of such costs that is reasonably satisfactory to the Benefitted Owners and the Deck Parcels Owner ("Cost Support"). The parties hereby agree that Recoverable Costs paid by the Benefitted Owners and the Deck Parcels Owner to the City may be reimbursed to the payor from a portion of the proceeds of the Special Assessment Bonds issued by the City to finance the Project.

5. Florida Statutory Provisions

Verification of Employment Eligibility. The Benefitted Owners and the Deck Parcels Owner represent that they, and any subcontractor thereof, have registered with and use the E-Verify system maintained by the United States Department of Homeland Security to verify the work authorization status of all newly hired employees in compliance with the requirements of Section 448.095, Florida Statutes, and that entry into this Agreement will not violate that statute.

Discriminatory Vendor and Scrutinized Companies Lists; Countries of Concern. The Benefitted Owners and the Deck Parcels Owner represent that they have not been

placed on the “discriminatory vendor list” as provided in Section 287.134, Florida Statutes, and that they are not a “scrutinized company” pursuant to Sections 215.473 or 215.4725, Florida Statutes. The Benefitted Owners and the Deck Parcels Owner certify that they are not participating in a boycott of Israel, and are not ineligible to contract with City on any of the grounds stated in Section 287.135, Florida Statutes. City may, at the option of the City Commission, terminate this Agreement if the Benefitted Owners or the Deck Parcels Owner have been placed on the Scrutinized Companies that Boycott Israel List, or are engaged in a boycott of Israel. The Benefitted Owners and the Deck Parcels Owner represent that they are, and for the duration of the Agreement will remain, in compliance with Section 286.101, Florida Statutes.

Public Entity Crime Act. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity (political subdivision); may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

Human Trafficking. The Benefitted Owners and the Deck Parcels Owner warrant and represent that they do not use coercion for labor or services as defined in Section 787.06, Florida Statutes, and have provided the City affidavits attesting that they do not use coercion for labor or services as defined in Section 787.06, Florida Statutes.

Public Records: To the extent that the Benefitted Owners and/or the Deck Parcels Owner and this Agreement are subject to the requirements in Section 119.0701, Florida Statutes, the Benefitted Owners and/or the Deck Parcels Owner, as applicable, shall:

- A. Keep and maintain public records required by the City to perform the services provided hereunder.
- B. Upon request from the City’s custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law for the duration of the term of the Agreement and following completion of the Agreement if the

Benefitted Owners and/or the Deck Parcels Owner do not transfer the records to the City.

- D. Upon completion of the Agreement, transfer, at no cost, to the City all public records in the possession of the Benefitted Owners and/or the Deck Parcels Owner, or keep and maintain public records required by the City to perform the service. If the Benefitted Owners and/or the Deck Parcels Owner transfer all public records to the City upon completion of the Agreement, the Benefitted Owners and/or the Deck Parcels Owner shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Benefitted Owners and/or the Deck Parcels Owner keep and maintain public records upon completion of the Agreement, the Benefitted Owners and/or the Deck Parcels Owner shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

**IF THE BENEFITTED OWNERS OR THE DECK PARCELS OWNER HAVE QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THEIR DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, THEY SHOULD CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS: THE CITY CLERK, FELICIA M. BRAVO, BY TELEPHONE (954-746-3333), E-MAIL (CITYCLERK@SUNRISEFL.GOV), OR MAIL (CITY OF SUNRISE, OFFICE OF THE CITY CLERK, 10770 WEST OAKLAND PARK BOULEVARD, SUNRISE, FLORIDA 33351).**

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IN WITNESS WHEREOF, the parties hereto have entered into this Agreement by their officers thereunto duly authorized as of the \_\_\_\_\_ day of \_\_\_\_\_, 2026.

**CITY OF SUNRISE, FLORIDA**

By: \_\_\_\_\_  
Michael J. Ryan, Mayor

Attest: \_\_\_\_\_  
Felicia M. Bravo  
City Clerk

Approved by the City Attorney  
as to Form and Legal Sufficiency:

\_\_\_\_\_  
Thomas P. Moss

**BENEFITTED OWNERS:**

**SUNRISE MILLS (MLP) LIMITED PARTNERSHIP**, a District of Columbia limited Partnership

**By: SAWGRASS MILLS GP, L.L.C.**, a Delaware limited liability company, its general partner

**By: SAWGRASS MILLS MEZZANINE, L.L.C.**, a Delaware limited liability company, its member

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**SAWGRASS MILLS PHASE II LIMITED PARTNERSHIP**, a Delaware limited partnership

**By: SAWGRASS MILLS GP, L.L.C.**, a Delaware limited liability company, its general partner

**By: SAWGRASS MILLS MEZZANINE, L.L.C.**, a Delaware limited liability company, its executive manager

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**SAWGRASS MILLS PHASE III, LIMITED PARTNERSHIP**, a Delaware limited partnership

**By: SAWGRASS MILLS GP, L.L.C.**, a Delaware limited liability company, its general partner

**By: SAWGRASS MILLS MEZZANINE, L.L.C.**, a Delaware limited liability company, its member

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**SAWGRASS MILLS PHASE IV, L.L.C.**, a Delaware limited liability company

**By: SAWGRASS MILLS MEZZANINE, L.L.C.**, A Delaware limited liability company, its executive manager

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**DECK PARCELS OWNER:**

**SAWGRASS PARKING DECK, LLC**, a Delaware limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_