

### LOI for W. Atlantic 600, 700, 800 Block

Mr. Costello,
Please find attached a package containing a Letter of Intent for the properties referred to as the CRA 600 700, and 800 Blocks located on W. Atlantic Avenue. We appreciate the opportunity to be considered in the purchase of these properties. We have included our conceptual designs and program for the blocks, as well as a brief overview about Altman.
We look forward to the opportunity to meet with you and City Leadership to discuss this project in more detail. Thank you for your time.
Christina Webb Vice President Altman Development



June 6, 2018

Mayor Shelly Petrolia Attention: Jeff Costello, Secretary Delray Beach Community Redevelopment Agency 20 N. Swinton Avenue Delray Beach, Florida 33444

RE: Letter of Intent for Purchase approximately 6.45 acres, located on W. Atlantic Avenue, between SW 6<sup>th</sup> Avenue and SW 9<sup>th</sup> Avenue, Delray Beach, Florida.

Dear Mayor Petrolia,

The following provisions of this Letter of Intent outline the general terms and conditions under which Altman Development Corporation or its assignee ("Purchaser") proposes to enter into a Purchase and Sale Agreement ("Agreement") with Delray Beach Community Redevelopment Agency ("Seller").

- 1. **PROPERTY.** The ("**Property**") shall consist of the fee interest in approximately 6.45 +/- acres known as the Community Redevelopment Agency (CRA) 600, 700, and 800 blocks of West Atlantic, together with such easements to benefit the Property as may be required for Purchaser's Intended Use (as described below), including but not limited to drainage, signage, utility, water, and sewer easements to the Property ("**Easements**").
- 2. **INTENDED USE.** The Property is being acquired with the intent of developing a mixed-use community of residential, retail, office flex, and public civic space, together with related amenities, structures, and other improvements. ("Intended Use").
- PURCHASE PRICE. The total Purchase Price shall be paid in cash at closing, with a credit for all earnest money deposits, in the amount of \$3,000,000.00, based on Purchaser's Intended Use. In the event Purchaser is not able to obtain governmental approvals to construct the Intended Use on the Property in form acceptable to Purchaser, the Purchase Price shall be decreased in proportion to the reduction in density permitted or Purchaser may terminate the Agreement, in Purchaser's sole discretion, and the Deposits shall be refunded to Purchaser.
- 4. **INITIAL DEPOSIT**. The earnest money deposit shall be \$300,000.00 ("First Deposit") and shall be deposited, upon full execution of the Agreement, with Broad and Cassel ("Escrow Agent"). Purchaser shall have the right to deliver any deposit(s) due under the Agreement in the form of an unconditional and irrevocable Letter of Credit issued by a National Bank in the amount of such deposit(s).
- 5. **INVESTIGATION PERIOD**. The Purchaser shall have 45 days ("**Investigation Period**") from the date of full execution of the Agreement to perform its due diligence with respect to the Property including, but not limited to the following: (1) physical inspection of the Property, (2) soils investigation, (3) environmental assessment, (4) survey and topographical study, (5) wetlands assessment, (6) condition of title, (7) condition of all leases and sub-leases and (8) engineering, utilities and site planning studies. At the conclusion of the Investigation Period, the Purchaser shall be entitled to the return of the Initial Deposit, and all interest accrued thereon, should the Purchaser determine that

the development of the Property is not feasible for the Purchaser's Intended Use.

- 6. **ADDITIONAL DEPOSIT**. A second earnest money deposit ("**Second Deposit**") shall be paid to the Escrow Agent at the conclusion of the Investigation Period in the amount of **\$200,000.00**, if Purchaser desires to proceed under the terms of the Agreement. The Second Deposit, together with the First Deposit and all interest accrued thereon are hereby referred to as the "**Deposits**".
- 7. SITE PLAN AMENDMENT AND PLAT APPROVAL. Purchaser shall apply for zoning and site plan approval for the Intended Use. Purchaser shall have a period of ten (10) months after the payment of the Second Deposit to obtain the zoning and site plan approvals in final with all applicable appeal periods having expired with no appeals having been filed ("Final Approvals"), failing which, Purchaser may terminate the Agreement and the Deposit shall be returned to Purchaser.
- 8. SURVEY AND TITLE. Within five (5) days following the effective date of the Agreement, Seller shall, at its expense, deliver to Purchaser: (i) a copy of Seller's survey of the Property. Within thirty (30) days after the effective date of the Agreement, Purchaser shall obtain a title insurance commitment subject only to matters acceptable to the Purchaser (e.g., matters which do not adversely affect development of the Property or construction of the Intended Use). All costs of title insurance and recording costs for the Deed shall be paid by Purchaser. State and county document stamps and surtax shall be paid by Seller.
- 9. **CLOSING.** The Closing shall take place 30 days after the Approval Period provided that the appeal periods have expired with no appeals having been filed ("**Final Closing Date**"). If the Appeal Period has not expired by the Final Closing Date or the approvals are appealed, the parties shall mutually agree to extend the Final Closing Date until the appeal is settled in a form acceptable to Purchaser. All real property taxes shall be prorated as of the date of Closing based upon the most recent tax bill, and shall be prorated after Closing based upon the final tax bill received. At Closing, Seller will assign to Purchaser any and all rights it may have in and to all development approvals, licenses, permits, reports, prepaid assessments, and impact fee credits.
- 10. **CLOSING EXTENSIONS**. Purchaser may extend the last date for Closing by up to 60 days in 2 successive thirty (30) day periods by making additional Earnest Money Deposits with the Escrow Agent in the amount of \$30,000 for each thirty (30) day extension period, applicable to the purchase price.
- 11. **CLOSING CONDITIONS.** Seller shall provide satisfactions of lien for any zoning, sign, or code violations imposed by any governmental entity against the Property. Seller shall provide to Purchaser, at or before closing, evidence of the settlement and release of all service contracts other than those which Purchaser elects to assume, and the termination of any tenant leases. Seller shall deliver the property vacant, free of all tenancies, liens, claims, and loans. Seller shall also cooperate with Purchaser in obtaining any confirmation of zoning, payment of impact fees or similar items from the requisite governmental body as may be required by Purchaser.
- 12. **CONDITION OF THE PROPERTY**. Seller will represent and warrant that to the best of Seller's knowledge, no governmental environmental law regarding hazardous waste has been violated on the Property.

**ADDITIONAL INFORMATION**. Seller shall provide Purchaser with any relevant information relating to the Property (e.g. survey, topographical map, soil borings report, traffic study, environmental investigation report, site planning concepts, project approvals, property tax bills, etc.) in Seller's possession within five (5) days of execution of the Agreement.

**AGREEMENT**. Upon acceptance of this Letter of Intent, Seller and Purchaser shall endeavor to enter into and execute the Agreement within fifteen (15) days. Drafts of the Agreement shall be prepared by the Purchaser's designated counsel.

**NATURE OF THIS LETTER OF INTENT.** This Letter of Intent is intended to constitute a non-legally binding expression of intent. It is understood that neither party is legally bound to the other (whether under this Letter of Intent or otherwise), until terms and conditions related to this transaction are negotiated and incorporated into a definitive Purchase and Sale Agreement signed by both parties. Until such Agreement is executed, neither party shall have any legal or equitable duty or obligation to the other.

**DEFAULT:** If this transaction does not close due to a default on the part of the Purchaser or if Purchaser shall default in any other material manner pursuant to the Agreement, and if such default is not remedied within ten (10) days after written notice to Purchaser, then the Deposit (or any portion thereof actually delivered to Escrow Agent), shall be delivered by the Escrow Agent to the Seller as liquidated and agreed upon damages; and thereafter, the Purchaser shall be relieved from all further obligations under the Agreement and the Seller shall have no further claim against the Purchaser for specific performance or for damages by reason of the failure of the Purchaser to close this transaction.

**EFFECTIVE DATE:** This letter is effective (the "**Effective Date**") on the date when the last one of Purchaser and Seller has signed this letter.

Sincerely,

ALTMAN DEVELOPMENT CORPORATION

Christina Webb Vice President

ACCEPTANCE OF LETTER OF INTENT

Seller:		
Ву:		
Name:		
Title		



# MIXED USE DEVELOPMENT ALTIS DELRAY BEACH

ALTHAN DEVELOPMENT CORPORATION

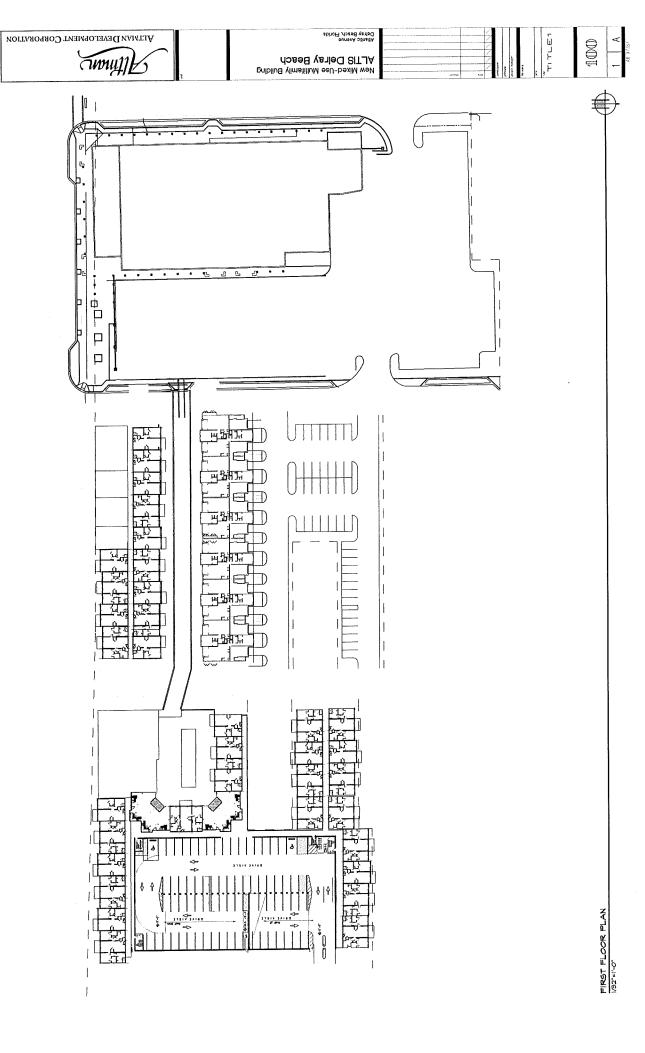
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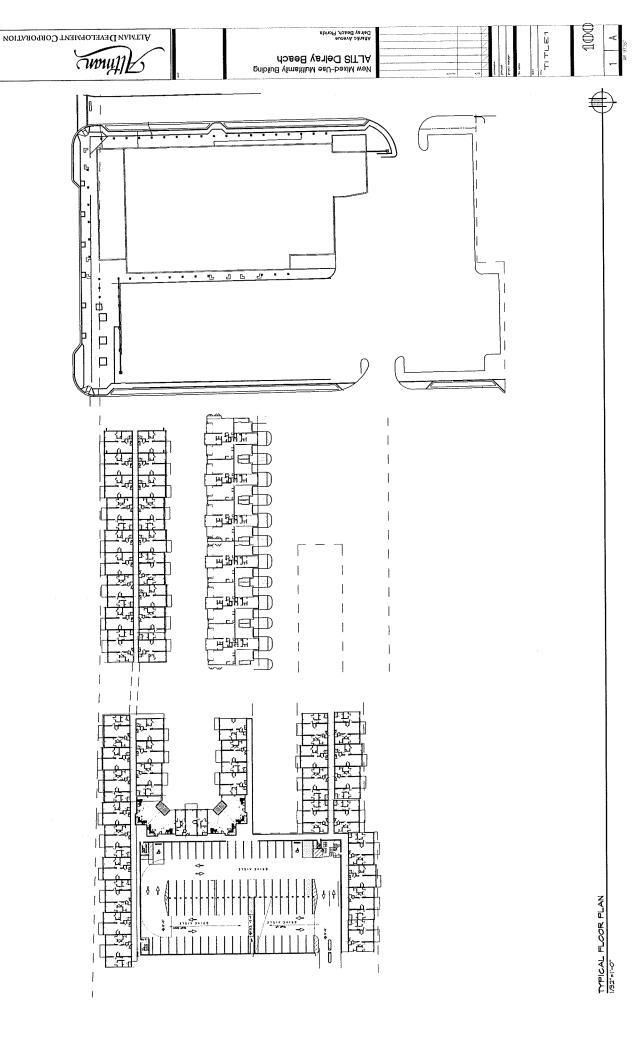
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The Altman Companies have been a staple in the South Florida community for the past 50 years. As a turn-key Developer, Altman has helped shape the Florida landscape working with cities, local leadership, and existing communities. Our goal is to enhance the built environment, not replace it. As premier residential developers, Altman has created an impressive list of creative and financially capable Retail and Office Partners that share our vision. Each project team is carefully crafted based on each site's needs and design. The ability to use the best Developers from each real estate industry, specific to a project's vision, allows us to build iconic mixed-use communities.

- Since 1968 Altman had developed over 24,000 multifamily units in Florida, Michigan, North Carolina, Illinois, Texas & Tennessee
- Altman currently manages over 6,000 multifamily units through our in-house Property Management arm, Altman Management Company
- Since 1998, Altman has developed over 11,200 multifamily units including over 7,300 in Florida representing a total investment of over \$1.4 billion
- Over \$1 billion of construction loans with lending groups that include: PNC, Comerica, BB&T, TD Bank, Bank of America, Wells Fargo (including Wachovia), City National Bank, Iberia Bank
- Over \$400 million of equity raised with Institutional and private equity groups
- \$150 million of private equity with family offices whom have been investing in Altman for over 30 years
- \$100 million of equity raided with Pension fund advisors including GID & Sarofim representing Ohio PERS, Oregon PERS, California PERS
- \$150 million of equity raised with institutions such as Northwestern Mutual, CIGNA, Federal Capital Group, BBX Capital, Lincoln Financial
- Altman has carefully crafted working relationships with other intuitional equity sources such as, ARES, Carlyle, Phoenix Capita, & Barings











### **Building A History of Excellence**

### SITE SELECTION

Top Down/Bottom Up – A defined selection matrix is utilized to select sites that meet specific investment criteria. A typical Altman site requires significant entitlement, engineering, and design solutions which create value for our clients.

### **UNDERWRITING**

Altman employs exhaustive market and product research identifying market risks and opportunities. Each competitive project is evaluated by comparable location, project features, floor plans, finishes, and services in order to accurately estimate rents. Detailed operating expense budgets are established utilizing on-site specific research and knowledge, our diverse portfolio experience, which then are incorporated into our underwriting.

### DESIGN

Our unrelenting commitment to design excellence is reflected in our reputation for trendsetting designs over the past 50 years. It is our desire to provide our residents with a no-compromise living environment that truly sets an Altman Community standard resulting in a competitive edge over our competition.

### CONSTRUCTION

Altman Contractors, Inc., and later Altman Glenewinkel Construction, were formed in order to execute the vision established during the design process through a handpicked team of dedicated professional construction managers, resulting in projects that are on time, on budget, and of the highest quality. Our Construction Team delivers a superior quality project on schedule and within budget.

### **MANAGEMENT**

Altman Management Company provides for implementation of a successful project through the lease-up plan by utilizing skilled, well trained professionals that execute the management and marketing plan. Management creates a superior image and reputation to maximize revenue and create long term value. Along with our unequaled commitment to providing personalized service and exceeding the expectations of our clients, this gives our residents an exceptional living experience.

### **EXIT STRATEGY**

The synergy created through the vision of our unique designs, quality of the construction, and our commitment to providing our residents an exceptional living experience every day, provides a premium income stream that together with careful marketing of the property optimizes the project's ultimate sales value and investor's return on the project.









### **CONSTRUCTION SERVICES**

### **Delivering A Superior Product**

Altman Glenewinkel Construction (AGC) provides Construction Services for Altman Development Corporation and other Clients. AGC works as an integral part of the Development Team, from conceptual phases of product development through construction completion.

AGC and its Construction Management Team has a diverse background and extensive experience in various construction building types such as garden style wood frame, low-rise tunnel form/non-load bearing masonry, mid-rise concrete frame/load bearing masonry and high-rise post tensioned superstructure; all with high level interior finishes. In addition to "ground up" projects, our project listings includes minor and major renovations of existing occupied properties for all building types and include both interior and exterior renovation. Our Construction Services commence at product development inception and continues through completion of construction and the warranty period.

Altman Glenewinkel Construction continuously exceeds the expectations of Owners and Developers by delivering superior projects on schedule and within budget.

### **PRECONSTRUCTION**

AGC's Estimators, Engineers and LEED Certified Construction Managers provide our clients with a full array of due diligence services which include feasibility studies, site investigations, designs and systems evaluations, budgeting and estimating, design monitoring and budget control, value engineering, constructability reviews, permitting, schedule development, bidding and subcontractor selection.

### **CONSTRUCTION MANAGEMENT**

AGC's Construction Managers and Superintendents manage our client's interests, acting as the Owner's agent or an extension of the Owner's key staff. This allows the Owner to focus on broader project dynamics while our team manages all the construction administrative details based on established goals and budgets. Our services include budget and schedule evaluations, value engineering, constructability reviews, developing cost effective bid packages, pre-qualifying subcontractors, awarding subcontracts, and monitoring and coordinating daily construction activities. In preparation for Owner/Tenant occupancy, our team manages all activities in a planned and systematic method to ensure that the highest level of quality assurance is achieved for the project.

### **GENERAL CONTRACTING**

AGC's Construction Professionals provide general contracting services for those Owner's who prefer this delivery approach when constructing a project. Our construction experience and knowledge of subcontractor markets allows us to be very competitive and cost effective. Once awarded the general contracting work, all trade subcontracts and/or purchase orders are issued expeditiously so that construction activities commence without delay and the project is completed within the Owner's desired time frame. We work with all project team members to deliver a quality product. Although this construction approach requires less day to day involvement with the Owner as it's assumed all the project's design criteria has been established, AGC still views itself as an integral team member in ensuring that all the Owner's objectives are met.



LOW-RISE TUNNEL FORM/MASONRY VENEER



MID-RISE CONRETE FRAME LOAD BEARING MASONRY



HIGH-RISE POST TENSIONED SUPERSTRUCTURE



GARDEN-STYLE WOOD FRAME BRICK AND SIDING VENEER



Over the years, our commitment to quality has led us to both local and national recognition for our accomplishments, as highlighted by the various awards which have recently been awarded to us.

**2017 NGBS Green Partner of Excellence Award**, by Home Innovation Research Labs Awarded to <u>Altman Development Corporation</u>

**2017 National Company and Property Awards,** by Satisfacts Awarded to Altman Management Company

**2017 Business Hall of Fame Laureate Award**, by Junior Achievement of South Florida Awarded to <u>Joel L. Altman</u>
Honoring Business Excellence, Courageous Leadership and Community Responsibility.

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**2016 Resident Satisfaction Exceptional Award,** by Satisfacts Awarded to <u>Altman Management Company</u>

**2016 NGBS Green Partner of Excellence Award**, by Home Innovation Research Labs Awarded to Altman Development Corporation

**2015 Resident Satisfaction Exceptional Award**, by Satisfacts Awarded to Altman Management Company

2015 Circle of Excellence Award, by South Florida Apartment Association Awarded to Altís at Kendall Square, Miami, FL
321-Unit luxury garden apartment community
Best Community Website

**2013 The Best of The Best Award**, by the Wake Forest Weekly and Local Business Community Awarded to <u>Woodlands at Wakefield Plantation, NC</u> 360-Unit luxury garden apartment community

• Best Apartment Community

### 2012 Distinguished Alumnus Award,

by Michigan State University's School of Planning, Design & Construction Awarded to <u>Joel L. Altman</u> For his service and contributions to the Construction Industry

**2012 Community Appearance Award**, by the City of Fort Lauderdale Awarded to <u>Satori, Fort Lauderdale</u>, <u>FL</u> 279-Unit Multi-family mid-rise apartment community

Outstanding Achievement in Urban Design

### 2012 NSU Entrepreneur Hall of Fame Honoree Award,

by Nova Southeastern University's Huizenga Business School Awarded to <u>Joel Altman</u>

Honoring lifetime achievements of outstanding entrepreneurs who contributed to the growth of a phenomenal entrepreneurial business, but have also demonstrated a willingness to contribute time, effort and financial resources to programs and activities that enhance the quality of life in the community.

### 2011 Neighborhood Beautification Award, by the City of North Lauderdale

Awarded to <u>Altís at Cypress Creek, North Lauderdale, FL</u> 220-Unit luxury garden apartment community

For the Multi-Family Units Category



**2011 Community Appearance Awards**, by the City of Fort Lauderdale Awarded to <u>Sapphire Condominium</u>, Fort Lauderdale, FL 172-Unit Multi-family residential high-rise

- Property of the Year
- Outstanding Achievement in Urban Environmental Design

### 2010 Multi-family Executive Merit Award

Awarded to The Altman Companies

Marketing and Advertising / "Live Zensationally" (Satori)

### 2010 Apartment Association of Greater Memphis Awards

Awarded to <u>The Preserve at Forest Creek, Memphis, TN</u>

414-Unit luxury garden apartment community

Best Clubhouse
 Best 1 Bedroom Model

### 2010 Apartment Association of Greater Orlando • Golden Key Awards

Awarded to <u>Altís at Lakes of Windermere</u>, <u>Orlando</u>, <u>FL</u> 280-Unit luxury garden apartment community

• Luxury Community of the Year

### 2010 Apartment Association of Greater Orlando • Golden Key Awards

Awarded to <u>Alta Westgate, Orlando, FL</u>

240-Unit apartment community

Affordable Community of the Year

### 2009 Apartment Association of Greater Memphis Awards

Awarded to The Preserve at Forest Creek, Memphis, TN

414-Unit luxury garden apartment community

- Best Clubhouse & Leasing Center
   Best Community Signage
- Best 1 Bedroom Model Best 2 Bedroom Model

### 2008 Apartment Association of Greater Memphis Awards

Awarded to The Preserve at Forest Creek, Memphis, TN

414-Unit luxury garden apartment community

Best Clubhouse
 Best Community Signage
 Best Advertisement

### 2008 Excellence in Design Award,

by the City of Delray Beach Site Plan Review & Appearance Board Awarded to <u>Astor Condominiums</u>, <u>Delray Beach</u>, <u>FL</u> 90-Unit Multi-family residential mid-rise

• For Mixed-Use Development

**2008 Excalibur Award**, by the Sun-Sentinel Awarded to <u>Joel L. Altman</u>

**2008 Deal of the Year**, by South Florida Business Journal Awarded to Grove East in Plantation

220-Unit luxury garden apartment community



2007 Palm Beach Ultimate CEO Award, by the South Florida Business Journal

Awarded to Joel L. Altman

In recognition of exceptional leadership, integrity and perseverance of the top CEO's in Palm Beach County, for their vision, innovations and ambition, improving the social fabric of our community and the quality of life for our businesses and residents.

**2007 Community Service Award**, by Multifamily Executive Magazine Awarded to <a href="mailto:The Altman Companies">The Altman Companies</a> – Kids@Home



2007 COMMUNITY SERVICE | Kids@Home Joel Altman

**2007 Building Our Communities Award**, by March of Dimes Awarded to <u>The Altman Companies - Real Estate Construction and Development Division</u>



2007 BUILDING OUR COMMUNITY AWARD Joel Altman and Laurie Jennings, Celebrity Emcee Local 10 News



2007 Child Advocate of the Year Award, by Florida's Children First, Inc.

Presented to Joel L. Altman

**2005 Good to Great Award**, by the Greater Miami Chamber of Commerce, Greater Fort Lauderdale Chamber of Commerce, Greater Boca Raton Chamber of Commerce and the South Florida Regional Business Association

Award to **The Altman Companies** 

This award was presented jointly and in recognition of the company's business achievements and community involvement in South Florida. The award recognized companies (in the medium-sized company category —101 to 500 employees) that demonstrated a pattern of transition a solid performance to a great performance over a three-year period and displayed and investment in their work force and their community.

### 2005 Business of the Year Award, South Florida Real Estate Development Category,

by South Florida Business Journal

Awarded to The Altman Companies

Many of South Florida's prominent development companies were considered for this award. The Altman Companies was selected based upon the company's financial growth demonstrated from 2004 to 2005, the positive work environment created for its 375 Associates and the company's long standing charitable contribution within the South Florida area through Kids@Home.

2005 Florida's Best - Platinum Award, by the Builders Association of South Florida (BASF)

Awarded to Poinciana Place, Coral Springs, FL

222-Unit luxury garden apartment community

• Interior Design of the "Evergreen Model"

**2004 Award**, by the South Florida Business Association

Awarded to Poinciana Place, Coral Springs, FL

222-Unit luxury garden apartment community

Outstanding Model Feature

### 2004 Florida's Best – Silver Award

Awarded to Porto Bellagio, Sunny Isles, FL

500-Unit luxury waterfront apartment community

Builder's Overall Product, Multi-Family for Rent

- Outstanding Design Feature
   Landscape Design (Courtyards & Fountains)
- Pool Design

### 2004 CAMME Award

Awarded to The Reserve at Kirkland Crossing, Aurora, IL

266-Unit luxury apartment community

- Best Clubhouse and 1-300 Units
- Best 2-Bedroom Model, Designed and completed by a Certified Designer
- Best 3-Bedroom Model, Designed and completed by a Certified Designer

### 2002-2003 CAMME Award

Awarded to The Tradition at Canterfield, West Dundee, IL

252-Unit luxury apartment community

• 2002 Best Clubhouse and 300+ Units • 2003 Best Clubhouse and 300+ Units

### 2002 Aurora Award

Awarded to Arbor Lakes, Sanford, FL – a 282-Unit luxury apartment community

Best Overall Design

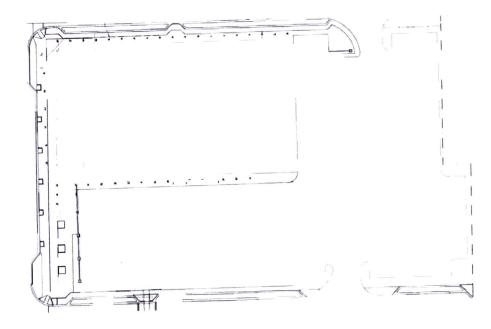
## ALTMAN DEVELOPMENT DESIGN CHARRETTE

W. ATLANTIC, DELRAY BEACH BLOCK 600, 700, 800

## 600 BLOCK

## GROCER, RETAIL, CIVIC/PUBLIC SPACE USE:

- Function
- Connection to W. Atlantic
- Compliment the neighborhood
  - Façade
- Connection to 700 & 800
- Public Space active when?
  - Uses in public space?
- Grocer/Retail purchase to public space? Mobility- bike, bus, walk
  - Mobility- bike, bus, war Pedestrian connectivity
    - Pedestrian connectivi throughout
- Surface Parking & Loading

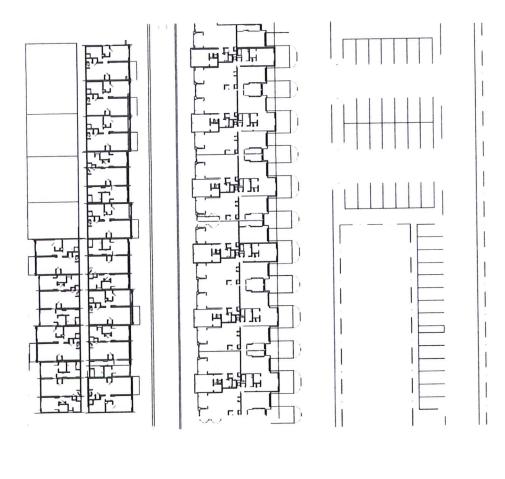


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## 700 BLOCK

### RETAIL, OFFICE, FLEX, LIVE/WORK USE:

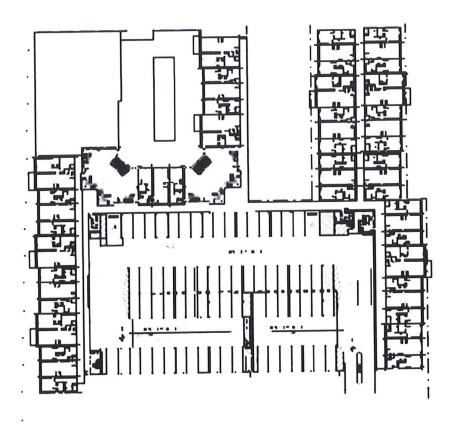
- Compliment Neighborhood services
- Activate W. Atlantic Frontage
  - Façade
- Connection to 600 & 800
- What services are missing?
  - Office space-types?
    - Securing bldgs
      - Mobility
- Pedestrian connectivity throughout-including within



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## MULTIFAMILY USE:

- Scale
- Connection to W. Atlantic
- Compliment the neighborhood
  - Façade
- Connection to 700 & 800
  - Amenity program
- Public interaction with private Who lives here? residence
- Mobility
- Pedestrian connectivity throughout



MULTIFAMILY IMAGE BOARD ACTIVED MICKEPER 800 FFT SHARE 800 BLOCK