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DEVELOPMENT AGREEMENT
BETWEEN CITY OF HALLANDALE BEACH AND
GBP REGENCY, LLC
FOR
2000 S. OCEAN DRIVE PROJECT

26th THIS **DEVELOPMENT AGREEMENT** (this "**Agreement**") is made and entered this *JUNE* day of *JUNE*, 2014, by and between **GBP REGENCY, LLC**, a Florida limited liability company, whose mailing address is 2999 NE 191 Street PH 2 Aventura, Florida ("**Developer**") and the **CITY OF HALLANDALE BEACH**, a municipal corporation of the State of Florida, whose mailing address is 400 South Federal Highway, Hallandale Beach, Florida 33009 ("**City**").

WITNESSETH

A. **WHEREAS**, Developer is the owner of certain property located in the City of Hallandale Beach, more particularly described in Exhibit "A" attached hereto and hereinafter referred to as (the "**Property**"); and

B. **WHEREAS**, Developer proposes to construct a sixty-four (64) unit residential condominium and associated parking garage and amenities on the Property, hereinafter referred to as (the "**Proposed Development**" or "**the Project**"); and

C. **WHEREAS**, Developer submitted applications to the City for: (i) major development approval for the Proposed Development (the "**Site Plan**"); (ii) plat approval; (iii) use of 32 residential flexibility units; (iv) waiver of specific provisions of the City of Hallandale Beach Zoning and Land Development Code; and, (v) a variance to Article III Section 8 of the City Code regarding construction seaward of the Coastal Construction Control Line (hereinafter collectively referred to as the "**Approvals**"); and

D. **WHEREAS**, Section 32-174(d)(4) of the City of Hallandale Beach Zoning and Land Development Code authorizes the City to enter into binding development agreements for the development of real property with persons having a legal or equitable interest in such property; and

E. **WHEREAS**, Developer has requested the City to enter into a Development Agreement to provide for the terms and conditions upon which the Property can be developed in accordance with the Site Plan; and

F. **WHEREAS**, the City of Hallandale Beach City Commission is desirous of entering into a Development Agreement which is consistent with the Comprehensive Plan, the Land Development Regulations, the approved Site Plan and all other applicable requirements, as specifically provided in this Development Agreement.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other

good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto, intending to be legally bound, do hereby agree as follows:

1. **Recitations.** The recitations set forth above are true and correct are incorporated herein by this reference.

2. **Definitions.** For the purpose of this Agreement, unless the context otherwise requires:

- a. "Owner" or "Developer" shall mean GBP Regency, LLC, a Florida limited liability company.
- b. "Project" or "Proposed Development" shall mean the Major Development Plan approved by the City of Hallandale Beach for construction of a 64 unit multi-family residential condominium and an associated parking garage with 165 spaces including valet stacked (mechanical) parking.
- c. "Principal Building" shall mean the condominium building depicted on the Site Plan.

3. **Description of Real Property.** The legal description of the Property which is the subject of this Development Agreement is set forth on Exhibit "A".

4. **Specific Restrictions on Development of Real Property.** The Project shall be undertaken and carried out in accordance with all City Codes and Ordinances in effect on the effective date of this Development Agreement, except for those exceptions and variations as set forth in this Development Agreement or any exhibit attached hereto. All additional Code amendments adopted after the effective date of this Development Agreement and not conflicting with the approvals memorialized herein, including without limitation the exceptions and variations enumerated in this Development Agreement, shall be applicable to the Project. The City and Developer agree that the Project shall be governed in conformance with the following agreements, limitations, modifications, exceptions and variations.

5. **Permitted Uses and Development.** The Property may be developed with those uses permitted in the RM-25 (Residential Multifamily) zoning district and the Planned Development Overlay District, as approved by City Commission.

6. **Parking, Dimensional and Landscape Requirements.** The development of the Property with the Permitted Uses shall be in accordance with the parking requirements, setbacks, heights, landscaping and other site development standards set forth in the Site Plan attached as Exhibit "B," and as set forth in a complete set on file and maintained by the City Development Services Department.

7. **Modification of City Regulations.** In consideration of compliance with the Special Conditions in Section 8, the Project may be constructed in accordance with the following modifications of the applicable Code provisions:

	Code Standard	Required	Proposed
1.	Building Height	8 stories	38 stories
2.	Continuous Parking Corridor (Section 32-453(i)(4))	Continuous Parking Corridor	Dead-end parking corridor within the parking garage 2 nd floor.
3.	Minimum space stall length (Section 32-453(c))	Stall length – 19 feet	Stall length – 18 feet
4.	Parking by mechanical lifts	Not allowed	78 spaces by lifts
5.	Landscaped area (Section 32-156 (6))	35%	18.5%
6.	Sales Trailer (Section 32-431)	Allowed subsequent to building permit issuance for project	Prior to building permit issuance

8. **Special Conditions.** Developer, its successors and assigns, shall comply with the conditions of major development approval which are set forth in this Agreement. It is further understood and agreed that failure to fulfill any provision of this Agreement, the Site Plan, or the conditions of approval, may result in non-issuance of certificates of occupancy, certificate of completion, or other regulatory approvals with respect to the Proposed Development, until such time as all conditions of the specific building permit or this Agreement are complied with, and that the City shall not be liable for any direct, indirect and/or consequential damages claimed for such non-issuance. Developer acknowledges that the following are special conditions which must be adhered to throughout the development of Project.

A. General Development Conditions.

1. All roof-mounted mechanical equipment shall be screened from view. The roof equipment shall be engineered and screened to reduce noise.

2. Installation of pervious pavement apron from the trash room to the driveway for access by the City sanitation trucks.

3. In consideration of the use of residential flexibility units, the Project shall be designed and constructed to comply with Section 32-787 of the Code of Ordinances regarding green building certification.

4. The Approvals shall be subject to the extension and expiration provisions of the Code of Ordinances, subject to the following additional requirements: (i) the maximum extension of time to commence construction of the Project shall be thirty (30) months;

and, (ii) following issuance of all requisite building permits for the Project, the Developer will diligently pursue completion of the Project and agrees to be eligible for the issuance of a certificate of occupancy for a Principal Building within three (3) years of the issuance of the first building permit for a Principal Building (including foundation permit), subject to the force majeure provisions of this Agreement.

5. Prior to the issuance of the first building permit, Developer shall submit a construction staging plan for review and approval by the City Manager or her designee.

6. Prior to the issuance of the first building permit for a Principal Building, Developer, in cooperation with the City's NEED program administered by the City Human Services Director, will formulate and implement a "Hallandale Beach Resident Hiring Program" (the "Hiring Program") for construction of the Project, which program will include the following:

a. The goal of having a minimum of 15 percent of the initial employees hired for construction and permanent jobs at the Project to be residents of Hallandale Beach;

b. Developer to provide NEED Coordinator with a list of the types of jobs anticipated and the necessary qualifications sufficiently in advance of any hiring so that NEED can identify those residents meeting the identified qualifications or NEED can work with potential candidates to obtain the necessary training to be eligible for such jobs;

c. Identify the number of qualified employees needed to provide a sufficient pool of qualified resident candidates and in the event NEED is unable to identify a sufficient pool of qualified resident candidates to meet the goal of 15 percent hiring of Hallandale Beach residents, Developer will work with NEED to formulate and implement a training program so that this goal is achievable;

d. Developer shall also use the best efforts to contract with companies that are owned by City residents or located within the City for goods and services, where such companies are otherwise qualified and competitive, in order to promote job growth in the City. Developer further agrees to coordinate, as outlined above, with any successor program to the City's NEED program, and with any additional programs that may be designated by the City for hiring and contracting.

7. The temporary sales center/trailer shall be removed at the Developer's expense if construction does not comment within one (1) year of the date of the Major Development Plan approval for the Project.

8. All required trees shall be at least twelve (12) feet in overall height and two (2) inch caliper. Relocation of existing trees shall be conducted as specified in the plans and shall comply with the City's Tree Preservation requirements.

9. Prior to the issuance of a building permit for the Project, the Developer shall:

a. Submit a final hydraulic analysis of water system and sewer system capacity showing adequate provision of fire and domestic use demand or upgrading the existing systems to the satisfaction of the City Engineer.



b. Provide drainage calculations which comply with DPEP regulations and City criteria to retain five (5) years, One (1) hour storm on-site. Developer shall construct all on-site storm water improvements necessary to retain proper drainage and run-off.

c. Construct all utilities servicing the project underground, including but not limited to any existing above ground utilities to be utilized within the scope of the Project.

d. Contract with the City of Hallandale Beach for roll out service and sanitation collection and include in the condominium documents for the Project for this service to be provided by the City so long as it is available and such provisions of the Project condominium documents shall be in a form acceptable to the City Attorney.

e. Design and construct any improvement needed to the sanitary sewer gravity system and Beach Pump Station #3 that is determined by the City Utilities Director to be necessary to meet the proportionate share of wastewater needs created by the Project.

f. Pay the applicable water and sewer fees as required by the City Code; provided, however, the Developer shall be provided impact fee credits for any water and sewer facilities, including lines, installed by Developer for the Project which improvements are already part of the capital improvement plan funded by such water and sewer impact fees.

g. Dedicate to the City a 12 foot utility easement along the right-of-way line of South Ocean Drive. Developer shall landscape this area as reflected on the Site Plan.

B. Parking.

1. The parking garage may be screened with the use of Greenscreen trellis panels or other vertical plant greenery and any such landscape material shall be maintained to assure year round landscape screening as reflected in the garage renderings included within Exhibit B; in the event the Greenscreen does not reach maturity as reflected in Exhibit B within two (2) years of installation or should the Greenscreen once it has reached maturity fail to be maintained to this standard, such failure will constitute a "Developer Event of Default" as provided in paragraph 13 of this Agreement . In the event such a Developer Event of Default occurs and is not cured as provided in paragraph 13 of this Agreement, Developer will submit plans for an alternative decorative architectural screening method to be utilized which is acceptable to the Development Review Committee and which is compatible with the building's architectural feature or design and install such approved alternative decorative architectural screening within 90 days of approval by the Development Review Committee.

2. The Project's 165 parking garage spaces shall be utilized solely as parking and not converted to any other use.

3. Parking shall be by valet parking only. The disabled shall not be charged for parking at the Project. In addition, since all of the parking provided is valet, prior to issuance of a building permit for a principal building, Developer will enter into a Valet Parking Agreement in substantially the form attached here to as Exhibit C which provides, among other things, for a "Valet Parking Code of Conduct" as set forth in Exhibit C.

C. **Controlling Documents.** The Site Plan is hereby incorporated herein by reference and made a part of this Agreement. There shall be strict adherence to this Agreement and the Site Plan, subject to minor modification by the City Manager in his discretion, as same may be amended from time-to-time in accordance with the procedures set forth in the City's Zoning and Land Development Code or this Agreement. In the event that the Site Plan or any portion thereof is found to be in conflict with this Agreement, this Agreement shall control.

D. **Building Permits and Certificates of Occupancy.** Subject to Developer's compliance with all applicable codes, ordinances, regulations, the Site Plan and this Agreement, the City agrees to issue to Developer, upon application and approval, all required building permits, approvals or other required permits and Certificates of Occupancy for the construction, use and occupancy of the Proposed Development.

E. **Fees.** Approvals are also based upon payment of the City's usual and customary fees and charges for such applications, permits or services, in effect at the time of issuance of the permit or approval, and any financial contribution identified as part of this Agreement including but not limited to the following:

1. Payment of water connection fees pursuant to City Code. The fee is not creditable towards other water/sewer impact fees.
2. Payment of City's water impact fee and sewer impact fee in accordance with City Code and this Agreement.

F. **Additional Contributions for Public Improvements.** Prior to the issuance of a building permit for the Project, Developer shall make the following contributions to the City to be utilized by the City as noted below:

1. \$1,075,000.00 for City beach renourishment, however, in the event the Approvals become final without any third party challenge, the amount of this contribution will increase to \$1,375,000.00;
2. \$ 100,000.00 for affordable housing related improvements; and,
3. \$40,000.00 for construction of a sheltered seating area within the bus shelter easement area on A1A in front of the Project.
4. \$50,000.00 for the installation of a Bidirectional Amplifier Antenna to be installed on the building to insure proper public safety communications in and around this development. The developer will provide all necessary permissions for the installation for this apparatus. Maintenance and liability insurance will be provided by the City.

G. **Additional Public Improvements.** The plans for the Project include a landscaped wall along the south property line of the Property adjacent to the City's existing beach access easement. Developer further agrees to install a paved walkway from A1A to the terminus of the City's beach access easement, the design of which must be approved by the City at the time of City review of building permit plans for the Project. In addition, in consideration of the City's efforts to establish cohesive visual beach access points at A1A and all beach access points within the City, Developer has agreed to provide the City with design documents for a prototype beach access entry point within 120 days of the effective date of the City Commission approval of the Major Development Plan for the Project.

H. **Solar Reflectivity Study.** Prior to the issuance of a building permit for the Project, Developer will enter into a Cost Recovery Agreement with the City for the City to engage the services of CDC or other expert acceptable to the City Manager to conduct a solar reflectivity study. The City will have the solar reflectivity study performed and completed within 60 days of the Developer providing the executed Cost Recovery Agreement and requisite fee. The scope of work for the solar reflectivity study will be as set forth as Exhibit D to this Agreement and such study will confirm that the Project meets the standard established as Task 1 of this study. In addition, prior to the issuance of a building permit for the Project, Developer will present the findings of such study to the City Commission and will include a presentation on the findings of a wind tunnel effects study to be performed by Developer in connection with preparation of construction plans for the Project.

9. **Amendments.** Any amendment to this Agreement shall not be approved unless all parties subject to this Agreement agree to the amendment and such amendment is incorporated into the Agreement. All amendments not requiring City Commission approval shall be subject to the final approval by the City Manager on behalf of the City.

10. **Developer's Representations and Warranties.** Developer makes the following representations and warranties to the City, each of which shall survive the execution and delivery of this Agreement:

A. Developer is a limited partnership duly organized and validly existing under the laws of the State of Florida, and has full power and capacity to own its properties, to carry on its business as presently conducted by Developer, and to enter into the transactions contemplated by this Agreement.

B. Developer's execution, delivery and performance of this Agreement have been duly authorized by all necessary individual, partnership, corporate and legal actions and do not and shall not conflict with or constitute a default under any indenture, agreement or instrument to which Developer or Developer's property may be bound or affected.

C. Except as otherwise previously or concurrently disclosed to the City in writing, there are no actions, suits or proceedings now pending or (to the best of Developer's knowledge) now threatened against or affecting Developer or its property before any court of law or equity or any administrative board or tribunal or before or by any governmental authority which would prohibit, restrict or otherwise interfere with Developer's ability to enter this Agreement or carry out the provisions of this Agreement.

D. This Agreement constitutes the valid and binding obligation of Developer, enforceable against Developer, and its successors and assigns, in accordance with their respective terms, subject to bankruptcy, insolvency and other similar laws affecting the rights of creditors generally.

11. **City's Representations and Warranties.** The City makes the following representations and warranties to Developer, each of which shall survive the execution and delivery of this Agreement:

A. The City is a municipal corporation duly organized and validly existing under the laws of the State of Florida; and has full power and capacity to own its properties, to carry on its business as presently conducted by the City, and to enter into the transactions contemplated by this Agreement.

B. The City's execution, delivery and performance of this Agreement have been duly authorized by all necessary legal actions and do not and shall not conflict with or constitute a default under any indenture, agreement or instrument to which the City is a party or by which the City or the City's property may be bound or affected.

C. This Agreement constitutes the valid and binding obligation of the City, enforceable against the City, and its successors and assigns, in accordance with their respective terms, subject to bankruptcy, insolvency and other similar laws affecting the rights of creditors generally.

12. **Binding Effect.** This Agreement shall be recorded in the Public Records of Broward County, Florida, and the provisions of this Agreement shall be binding upon the parties hereto and their respective successors and assigns as a covenant running with and binding upon the Property.

13. **Developer's Breach of Agreement and Remedies.** The occurrence of any one or more of the following events shall be deemed a "Developer Event of Default" under this Agreement:

A. Any failure to fulfill any covenants and obligations under this Agreement that shall continue for a period of thirty (30) days following written notice from City; however, in the event that such failure cannot be reasonably cured within such thirty (30) day period, so long as the City determines that such failure was beyond the reasonable control of Developer or did not result from a lack of good faith and Developer has promptly commenced the action(s) necessary to cure the failure and diligently and continuously prosecutes such action, the thirty (30) day cure period shall be extended for such period as may reasonably be necessary to cure such failure.

B. Upon a Developer Event of Default, in addition to all remedies available at law and/or equity, the City shall have the right to terminate this Agreement, by providing written notice to Developer, in which event the parties shall be released from all further obligations under this Agreement, and the City shall be relieved from any and all obligations to reimburse Developer for any amounts whatsoever. In the event Developer commences construction of a Principal Building and the City determines that the Project has been abandoned pursuant to Section 32-761 of the City Code, Developer shall demolish, at its expense, any partially completed improvements and restore the site with sodding and fencing in accordance with all requirements of the City Code.

14. **Hold Harmless.** Developer agrees to and shall hold the City, its officers, agents, employees, and representatives harmless from liability for damage or claims for damage for personal injury including death and claims for property damage which may arise from the direct or indirect operations of Developer or those of Developer's contractor, subcontractor, agent, employee, or other person acting on his behalf which relate to the Proposed Development.



Developer agrees to and shall defend the City and its officers, agents, employees, and representatives from any and all claims, actions, proceedings, damages, losses, liabilities, costs and expenses (including, without limitation, reasonable attorneys' fees and costs of suit incurred in connection with such claims at all trial and appellate levels), caused or alleged to have been caused by reason of Developer's activities in connection with the Proposed Development.

Developer agrees that it shall not allow any encumbrances and/or mechanical liens to be placed on or against any City property on which Developer is constructing any improvements pursuant to this Agreement. In the event that any encumbrances and/or mechanical liens are placed on or against City property, Developer agrees to take all necessary action to have said encumbrances and/or mechanical liens immediately removed. Failure of Developer to have said encumbrances and/or mechanical liens removed shall constitute a breach of this Agreement.

15. **Monitoring Official.** The City of Hallandale Beach City Manager or his or her designee is appointed as the City's monitoring official of this Agreement. The City's representatives shall monitor the activities specified in such a manner to ensure that all requirements of this Agreement are met.

16. **Surety.** Bonding shall be provided as required by the Code and applicable ordinances and regulations. This Agreement shall not affect such requirements except as specifically provided herein, and to provide for joint and severable liability and to make clear that all requirements shall be binding on any mortgagees, successors or assigns. Irrevocable letters of credit in such form and issued by such institutions as may be acceptable by the City shall serve as appropriate surety against failure to perform.

17. **Force Majeure.** In the event that Developer is delayed or hindered in or prevented from the performance required hereunder by reason of strikes, lockouts, labor troubles, failure of power, riots, insurrection, war, acts of God, or other reason of like nature not the fault of the party delayed in performing work or doing acts (hereinafter, "Permitted Delay" or "Permitted Delays"), Developer shall be excused for the period of time equivalent to the delay caused by such Permitted Delay. Notwithstanding the foregoing, any extension of time for a Permitted Delay shall be conditioned upon Developer seeking an extension of time delivering written notice of such Permitted Delay to the City within ten (10) days of the event causing the Permitted Delay, and the maximum period of time which Developer may delay any act or performance of work due to a Permitted Delay shall be one hundred eighty (180) days.

18. **Venue.** In the event of any litigation arising under or in any manner related to this Agreement, venue for such litigation shall be Broward County, Florida. The parties hereto agree to waive the right to trial by jury.

19. **Notices.** Any notice, demand or other communication required or permitted under the terms of this Agreement shall be in writing, made by overnight delivery services or certified or registered mail, return receipt requested, and shall be deemed to be received by the addressee one (1) business day after sending, if sent by overnight delivery service and three (3) business days after mailing, if sent by certified or registered mail. Notices shall be addressed as provided below:

If to the City: City of Hallandale Beach
Attn: City Manager
400 South Federal Highway
Hallandale Beach, FL 33009
(954) 457-1325 – phone
(954) 457-1342 – fax

With counterpart to: City of Hallandale Beach
Attn: City Attorney
400 South Federal Highway
Hallandale Beach, FL 33009
(954) 457-1325 – phone
(954) 457-1342 – fax

With counterpart to: City of Hallandale Beach
Attn: Development Services Director
400 South Federal Highway
Hallandale Beach, FL 33009
(954) 457-1375 – phone
(954) 457-1488 – fax

If to Developer: GBP Regency, LLC
Attn: Gilbert Benhamou
18851 N.E. 29th Avenue
Suite 1011
Aventura, FL 33180

With counterpart to: Greenberg Traurig, P.A.
Attn: Debbie M. Orshefsky, Esq.
401 E. Las Olas Boulevard, Suite 2000
Fort Lauderdale, FL 33301
(954) 768-8234 – phone
(954) 765-1477 – fax

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20. **Severability.** Invalidation of any provision of this Agreement shall not affect any other provision of this Agreement, which shall remain in full force and effect.

21. **Regulatory Powers.** City cannot, and hereby specifically does not, waive or relinquish any of its regulatory approval or enforcement rights and obligations as it may relate to regulations of general applicability which may govern the Project. Nothing in this Agreement shall be deemed to create an affirmative duty of City to abrogate its sovereign right to exercise its police powers and governmental powers by approving or disapproving or taking any other action in accordance with its zoning and land use codes, administrative codes, ordinances, rules and regulations, federal laws and regulations, state laws and regulations, and grant agreements. In addition, nothing herein shall be considered zoning by contract.

22. **Effective Date.** This Agreement shall become effective on the later of:

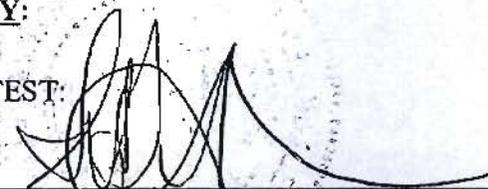
- (i) the date that all of the Approvals become final and not subject to appeal; or
- (ii) the date this document is executed by all parties.

23. **Assignment.** Developer agrees to give notice to the City of any assignment of this Agreement to any related entity. In the event Developer intends to assign this Agreement to any unrelated entity it shall first obtain the prior written consent of the City Manager, which consent will not be unreasonably withheld.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by the proper officers the day and year above written.

CITY:

ATTEST:


Sheena James, City Clerk


Renee C. Miller, City Manager

ENDORSED AS TO FORM
AND LEGALITY FOR THE
USE AND RELIANCE OF THE
CITY OF HALLANDALE BEACH ONLY

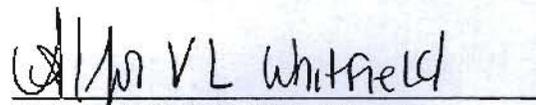

V. Lynn Whitfield, City Attorney

EXHIBIT "A"

LEGAL DESCRIPTION

Of

"2000 SOUTH OCEAN DRIVE"

A REPLAT OF A PORTION OF "SECOND AMENDED PLAT OF SEMINOLE BEACH" AS RECORDED IN PLAT BOOK 15, AT PAGE 19, OF THE PUBLIC RECORDS OF BROWARD COUNTY, LYING IN SECTION 26, TOWNSHIP 51 SOUTH, RANGE 42 EAST, CITY OF HALLANDALE BEACH, BROWARD COUNTY, FLORIDA.

Condominium Units 107, 108, 109, 110, 112, 202, 203, 204, 205, 206, 207, 208, 209, 210, 212, 301, 302, 303, 304, 306, 307, 308, 310 and 312, of REGENCY HOUSE BEACH CLUB RESORT, A CONDOMINIUM, together with an undivided interest in the common elements, according to the Declaration of Condominium thereof recorded in Official Record Book 11637, Page 519, as amended from time to time, of the Public Records of Broward County, Florida;

TOGETHER WITH:

A portion of the South 100.00 feet of the North 2450.00 feet of Tract 2, of SECOND AMENDED PLAT OF SEMINOLE BEACH, according to the Plat thereof, as recorded in Plat Book 15, Page 19, of the Public Records of Broward County, Florida, being more particularly described as follows:

Commence at the Southwest corner of the South 100.00 feet of the North 2450.00 feet of said Tract 2; thence South 83°48'04" East for 17.01 feet to the Point of Beginning of a parcel of land hereinafter described; thence South 83°48'04" East along the South line of said South 100.00 feet of the North 2450.00 feet of said Tract 2 for 65.58 feet; thence North 6°11'56" East for 32.00 feet; thence South 83°48'04" East for 158.57 feet; thence North 6°11'56" East for 32.00 feet; thence South 83°48'04" East for 152.22 feet; thence North 6°11'56" East for 36.15 feet to a point on the North line of said South 100.00 feet of the North 2450.00 feet of said Tract 2; thence North 83°48'04" West along the North line of said South 100.00 feet of the North 2450.00 feet of said Tract 2 for 380.74 feet; thence South 3°54'41" West along a line that is 17.00 feet Easterly of and parallel with the West line of said Tract 2 for 100.23 to the Point of Beginning, (a/k/a proposed Phase B Land described in, but not submitted to, the Declaration of Condominium of Regency House Beach Club Resort, a Condominium, recorded in Book 11637, Page 519.)

TOGETHER WITH the reserved easement rights contained within that certain Quit-Claim Deed to State of Florida, Board of Trustees of the Internal Improvement Fund, dated September 4, 1969, recorded July 19, 1971 in Official Records Book 4554, Page 954, of the Public Records of Broward County, Florida, reserving a right of access to the public beach, the ocean, and an unobstructed view of the ocean. All of said lands, situate, lying and being in Broward County, Florida.

ALSO KNOWN AS:

A portion of the South 100.00 feet of the North 2450.00 feet of Tract 2, SECOND AMENDED PLAT OF SEMINOLE BEACH, according to the Plat thereof, as recorded in Plat Book 15, at Page 19, of the Public Records of Broward County, Florida; being more particularly described as follows:

Commence at the Southwest corner of the South 100.00 feet of the North 2450.00 feet of said Tract 2; thence South 83°48'04" East for 17.01 feet to the Point of Beginning of a parcel of land hereinafter described; continue South 83°48'04" East along the South line of said South 100.00 feet of the North 2450.00 feet of said Tract 2 for 570.08 feet; to a point on the West line of the premises deeded to the State

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of Florida, as recorded in Official Records Book 4554, at Page 954, Public Records of Broward County, Florida; thence North 03°54'41" East along said West line of the premises deeded to the State of Florida for 100.23 feet to a point on the North line of the South 100.00 feet of the North 2450.00 feet of said Tract 2; thence North 83°48'04" West along the North line of said South 100.00 feet of the North 2450.00 feet of said Tract 2 for 570.08 feet; thence South 03°54'41" West along a line that is 17.00 feet easterly of and parallel with the West line of said Tract 2 for 100.23 feet to the Point of Beginning.

Said lands lying in the City of Hallandale Beach, Broward County, Florida and containing 57180 square feet (1.313 acres) more or less.

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EXHIBIT "B"

Exhibit B are the development plans dated January 21, 2014 for the 2000 S. Ocean project, approved by the City Commission on April 16, 2014, and which are maintained in the Development Services Department.

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EXHIBIT "C"

Valet Parking Agreement

This instrument prepared by:
Office of the City Attorney
City of Hallandale Beach
400 S. Federal Highway
Hallandale Beach, FL 33009

(To be RECORDED in the Public Records of Broward County)

THIS AGREEMENT was entered into this ____ day of _____, 2014, by and between:

CITY OF HALLANDALE BEACH, a
municipal corporation, Hereinafter referred
to as *City*

and

-GBP Regency, LLC
- 2999 NE 191 street PH 2 Aventura, FL 33180
("Parcel 1 Owner")

Owner is vested with fee simple title to the following described land having a street address of 2000 South Ocean Drive, Hallandale Beach, Florida 33009, being more particularly described - in Exhibit "1" attached)

) _____;
- with a use being served by parking
said lands situate, lying and being in the City of Hallandale Beach,
County of Broward, State of Florida (hereinafter referred to as "*Parcel 1*")

A. Parcel 1 is in a "RM-25" zoning district and PDD Overlay District. Owner intends on using Parcel 1 for a residential multi-family use.

B. The use of Parcel 1 is part of a development permit, Case No. 88-13-DB that has been approved by the City Commission in accordance with Resolution No. 2014-36. If the development permit approval expires, then this Parking Agreement shall terminate and no longer be of any force or effect.

C. Under the City of Hallandale Beach Code of Ordinances and the development permit approvals, the use of Parcel 1 as a 64 unit residential multi-family use requires 165 parking spaces.

D. In order to meet the parking requirement for the use of Parcel 1 as a residential multi-family use,

Owner wishes to provide 165 valet parking spaces in accordance with the development approvals.

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In consideration of the mutual covenants exchanged herein and other good and valuable considerations exchanged between the parties, the receipt and sufficiency of which is hereby stipulated to between the parties, the parties agree as follows:

The foregoing recitals are true and correct and are incorporated herein.

1. *Permission is granted to Parcel 1 Owner to provide 165 valet parking spaces on the Parcel 1 in accordance with the terms of the Development Agreement for the development of the 2000 South Ocean Drive Project which permission is contingent upon the Owner, and its successors and assigns, maintaining the required parking spaces and facilities in accordance with the development approvals and provided that Owner shall supply an attendant at each valet parking facility to receive, park and deliver the motor vehicles belonging to the owners, occupants, tenants and their customers, visitors, invitees for the valet parking spaces supplied. The parking attendant shall be on-duty and available during one hundred (100%) percent of the operating hours of Parcel 1 as a multi-family use. Failure to comply with the restrictions and duties imposed by the laws and regulations as aforesaid shall automatically revoke this permission without further action by the City. In addition, the valet parking facility shall be operated pursuant to the "Valet Parking Code of Conduct" attached hereto as Exhibit 2.*

2. This Valet Parking Agreement shall be deemed a covenant running with the land and shall be binding upon the successors and assigns of *Owner* in the use of *Parcel 1*.

3. *Owner* acknowledges that unless the terms and conditions of this Agreement are met, that the use of *Parcel 1* for a multi-family use would be in violation of the City Code.

7. This Agreement shall be executed by the City Manager on behalf of the City of Hallandale Beach

6. This Agreement shall not be valid until it is executed by both parties, recorded in the Public Records of Broward County, Florida at *Owner's* expense and a copy of the recorded Agreement filed with the *City Development Services Department*.

7. This Agreement may not be amended, modified, revoked or terminated except in writing signed by the *Owner* and the City of Hallandale Beach City Manager, and recorded in the Public Records of Broward County, Florida.

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year first above written.

OWNER WITNESSES:

R. Randolph
P. F.

(Witness type/print name)

Bobyn Randolph

(Witness type/print name)

Pierina Ferrucci

OWNER:

[Signature]

RAINER VIETE

(Owner)

STATE OF FLORIDA)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 13 day of May, 2014,
by Renee C. Miller (Owner).

He/she is personally known to me or has produced _____ as identification.

Notary Public
State of Florida

Christopher J. Talmadge

My Commission Expires:



CHRISTOPHER J. TALMADGE
NOTARY PUBLIC
STATE OF FLORIDA
Comm# EE038719
Expires 10/31/2014

CITY OF HALLANDALE BEACH

BY: [Signature]

City Manager

Approved as to form:

BY: [Signature] V L Whitfield
City Attorney

26)

Exhibit 2

Valet Parking Code of Conduct

- (1) All employees who operate motor vehicles shall have in their possession a valid Florida Driver's License in good standing and shall abide by all City, County, and State traffic regulations.
- (2) All employees shall be in similar uniform.
- (3) All employees shall wear on their uniform a name tag identifying the employee's name and the name of the valet operator/company.
- (4) All employees shall perform their duties in a courteous professional manner.
- (5) All employees must comply with the requirements of this Agreement and all applicable laws, statutes, ordinances, rules and regulations relating to traffic safety.
- (6) Pricing for services shall be identified on any "signage" used by the valet operator. The size print of the foregoing information shall be equal to the largest size print used on any "signage" used to identify the service or valet operator. Claim tickets shall also indicate the price for the service. The print size of the foregoing shall be equal to that used for any other information displayed on the ticket.
- (7) The claim ticket shall identify the valet operator's company name, correspondence address and a phone number for questions/complaints; all of the foregoing print shall be of equal size.
- (8) The valet parking service shall not interfere with the regular flow of vehicular or pedestrian traffic.
- (9) The permittee/operator shall not load or unload passengers within traffic lanes that are open to through traffic.

A

EXHIBIT "D"

PROJECT SCOPE

Solar Reflection Analysis

Objectives: The objectives of our work will be as follows:

- 1) To confirm a criterion for reflectivity (based on past project experience and technical knowledge) above which reflected sunlight would be deemed to be problematic.
- 2) To estimate the key off-site and on-site areas where sunlight reflected from the building would not meet this defined criterion, with a focus on roadways and any other sensitive viewing locations identified.
- 3) To predict reflection patterns for a full year for all reflective surfaces of significant size on the project; and
- 4) To predict the benefits associated with alternate glazing and/or alternative mitigation options for any areas deemed to be significantly impacted by solar reflection.

Criteria Development: Consultant will develop appropriate criteria for the project based on past experience and our knowledge of applicable established tolerance limits for glare and solar reflectivity. The criteria will allow us to flag each reflection as high, medium or low-impact.

Model Development: Initially, Consultant will develop a three dimensional (3D) computer model of the study building, and the surrounding buildings including other obstructions that are deemed relevant to the reflection study within a 1,000 ft. radius of the site. Our model will be based on the 3D model and surrounding building information. One configuration of the surrounding buildings (including all existing and proposed future developments) will be modeled and will be chosen in consultation with the Client.

Initial Screening Analysis: Using the 3D model, in conjunction with a combination of Ecotect and Consultant's proprietary software, if any, Consultant will simulate the interaction between the study building and its surroundings for the solar azimuths and altitudes (from sunrise to sunset). This initial run will allow us to identify where reflections fall and to determine potential surrounding areas of impact where reflection from the study building may be a hazard or nuisance. Based on this initial assessment **up to 15 receptor locations** (i.e. selected building facades, pedestrian areas, roadways) will be selected for further evaluation. These receptor locations will be reviewed and agreed upon with the team.

(2)