

**DEVELOPMENT AGREEMENT**  
**FOR**  
**CVS PHARMACY PROJECT**

This agreement is entered into this 30 day of June, 2014, between **CVS 10078 FL, L.L.C. ("CVS")**, a Florida limited liability company, whose mailing address is One CVS Drive, Attention: Property Admin., Store 10078, Woonsocket, Rhode Island, 02895 and the **CITY OF HALLANDALE BEACH**, a municipal corporation organized and existing under the laws of the State of Florida, whose mailing address is 400 S. Federal Highway, Hallandale Beach, Florida 33009 ("City").

**FINDINGS OF FACT**

This agreement is predicated upon the following facts:

A. CVS is the owner of that parcel located in the City of Hallandale Beach, Florida, more particularly described on Exhibit "A" attached hereto (the "**Property**").

B. The City of Hallandale Beach Zoning and Land Development Code, Article III, Section 32-174(d)(2), requires the City to enter into binding Development Agreements for the development of real property with persons having legal or equitable interests in such real property;

C. Pursuant to the Zoning and Land Development Code, Section 32-174 PDD, Planned Development District and the Design Guidelines Manual, the City has adopted rules and regulations establishing procedures and requirements for Development Agreements;

D. CVS has requested the City of Hallandale Beach to enter into a Development Agreement for Major Development approval and proceedings have been taken into accordance with the aforementioned City of Hallandale Beach rules and regulations as cited above;

E. The Hallandale Beach City Commission has found that this Development Agreement is consistent with the Comprehensive Plan, the Land Development Regulations and all other applicable requirements except as otherwise provided for in this agreement;

NOW THEREFORE, THE PARTIES AGREE:

1. **Definitions**. For the purpose of this agreement, unless the context otherwise requires:

a. Owner shall mean CVS 10078 FL, L.L.C.

b. Project shall mean the Major Development approved by the City of Hallandale Beach for construction of a 14,290 square foot retail store to be located at 2101 East

Hallandale Beach Boulevard. The net lot area of property is 2.363 acres and is legally described in Exhibit A attached.

2. **Description of Real Property.** The legal description of the property which is the subject of this agreement is described and contained in Exhibit A.

3. **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 agreement, except for those exceptions and variations as set forth in this agreement or any exhibit attached hereto. All additional Code Amendments adopted after the date of this agreement and not conflicting with the exceptions and variations enumerated in this agreement shall be applicable to the project. The City and the Owner agree that the development of the project will be governed in conformance with the following agreement, limitations, and modifications:

a. **Permitted Uses.** The project may include all those uses permitted by the Central City Business District and land use designation of general commercial with the application of the Planned Redevelopment Overlay and all uses permitted under this agreement and in accordance with the Hallandale Beach Comprehensive Plan.

b. **Permitted Development.**

Retail Proposed: 14,290 square feet

c. **Site Design Standards.** Please refer to Exhibit B, a complete set of the plans, as to setbacks, maximum height, open space, parking, and landscaping and other applicable site development standards of the project. Exhibit B shall be maintained in the City of Hallandale Beach Development Services Department.

d. **[Design Data.]** All plans shall provide detailed design data subject to final approval by the City Manager during the building permit process. The owner agrees to comply with all local, county, state and federal laws pertaining to this construction,

4. **Modifications of Code Regulations.** The City agrees to grant a modification of the following Code provisions.

WAIVERS OR DEFICIENCIES	REQUIRED/ALLOWED	PROPOSED
1. Maximum Front Yard Setback	44.2%	144 feet
2. Min. building stories/height	2 Stories/30 feet height	1 Story/ 30' at Mansard Level
3. Loading Zone	2	1
4. Façade street frontage	60%	44.4%
4. Building facade treatment	40% window treatment	North wall (rear)- 0% South wall (front)- 16% West wall 0% East (3 Islands Blvd.)- 8%

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5. **Special Conditions.**

a. CVS, its successors and assigns, shall comply with the conditions of major development approval which are set forth in Exhibit C attached hereto. 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, as applicable pursuant to Exhibit C, 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.

b. CVS acknowledges and agrees with the Conditions of Approval set forth in Exhibit C. To the extent any provision on this Agreement more specially sets forth any requirements which are part of the Conditions of Approval, or imposes a more rigorous requirement than contained therein, such provision shall control unless expressly stated to the contrary and no provision of this Agreement shall be deemed a waiver of any applicable Code or ordinance unless expressly stated to the contrary herein, CVS agrees and understands that it shall be bound by all applicable Codes and ordinances.

c. Certificates or other approvals issued shall not limit or waive the City's right to otherwise require the timely fulfillment of all conditions and terms of this Agreement.

6. **Exhibits and Controlling Documents.** The following documents are made a part hereof by this reference:

a. The Code of Ordinances of the City of Hallandale Beach.

b. The Development Plans and Specifications filed with the City.

c. In the event that the Major Development Plan and/or any of its contents are found to be in conflict with this Development Agreement, the applicable provision of this Development Agreement shall prevail.

d. There shall be strict adherence to this Development Agreement and the Major Development Plan. Any substantive change or amendment to the aforementioned Exhibits shall be addressed in conformance with Zoning and Land Development Code, Article IV, Section 32-174(j).

7. **Amendments.** Any amendment to this agreement or to the development plans shall not be approved unless all parties agree to the amendment in writing. All amendments not requiring City Commission approval shall be subject to the final approval by the City Manager on behalf of the City.

8. **Building Permits and Certificates of Occupancy.** The City agrees to issue to the owner, 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 project, subject to compliance with the permit conditions, this agreement and the most current Florida Building Code Broward County Edition, as amended from time to time.

9. **Fees.** CVS shall pay all fees as required by City Code. 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

10. **Binding Effect of Agreement.** This agreement shall be binding upon the Owner and the City and upon any successive owners, their respective assignees, successors, including any mortgagees who acquire title by deed or foreclosure, legal representatives, heirs and beneficiaries (as applicable) upon acquiring any interest in the property. This Agreement shall run with the land and obligate the record title owner of the CVS Property but these obligations are specially conditioned upon CVS proceeding with the construction of the revised site plan. The City acknowledges and agrees CVS has no obligation to commence construction of the revised site plan. This agreement shall be recorded in the Public Records of Broward County, Florida.

11. **Breach of Agreement and Venue.** In the event that the Owner has materially breached the Development Agreement, prior to issuance of the Certificate of Occupancy, the Owner shall commence to cure the breach within 30 days of notice by the City. If the Owner is unable or unwilling to cure the breach and abide by the agreement, the City shall exercise its right to take appropriate legal action for the purpose of curing the breach and enforcing this agreement. In the event of any litigation arising under, or in any manner related to this Agreement, venue for any such litigation shall be in the Circuit Court of the Seventeenth Judicial Circuit in and for Broward County, Florida.

12. **Hold Harmless.** Owner 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 the Owner or those of the property owners contractor, subcontractor, agent, employee, or other person acting on his behalf which relate to the project.

13. **Monitoring Official.** The City Manager or his designee shall ensure that all requirements of this agreement are met.

14. **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 mail, return receipt requested, and shall be deemed to be received by the addressee one (1) business day after sending by overnight delivery services, and three (3) business days after mailing, if sent by certified mail. Notices shall be addressed as provided below:

a. **If to the City:**

City of Hallandale Beach  
Attention: City Manager  
400 South Federal Highway  
Hallandale Beach, FL 33009  
(954) 457-1300 - Telephone  
(954) 457-1342 - Facsimile

**With a copy to:**

City Attorney  
City of Hallandale Beach  
400 South Federal Highway  
Hallandale Beach, FL 33009

b. **If to the Owner:**

CVS 10078 FL, L.L.C.  
Attention: Property Admin., Store 10078  
One CVS Drive  
Woonsocket, RI 02895  
(401)770-8109 - Telephone

**With a copy to:**

Bilzin Sumberg Baena Price & Axelrod,  
LLP  
1450 Brickell Avenue, 23<sup>rd</sup> floor  
Miami, Florida 33131  
(305)374-7580 - Telephone  
(305)374-7593 - Facsimile  
Attn: Jerry B. Proctor

15. **Effective Date of the Agreement.** This agreement shall become effective upon the Hallandale Beach City Commission approval and execution by the Owner and City Manager of the City, and the expiration of all appeal periods.

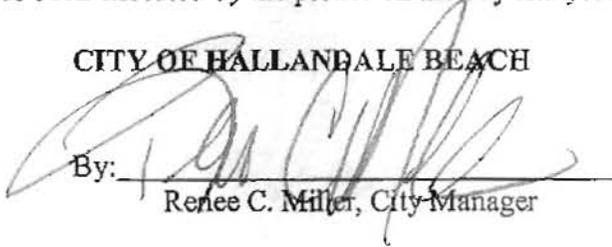
16. **Recording.** This agreement or a memorandum shall be recorded in the Public Records and shall run with the land.

17. **Severability.** In the event that any portion or section of this agreement is determined to be invalid, illegal or unconstitutional by a court of competent jurisdiction, such decision shall in no manner affect the remaining portions or sections of this agreement, which shall remain in full force and effect.

[REMAINDER OF PAGE LEFT BLANK]

IN WITNESS WHEREOF this agreement has been executed by the parties on the day and year first above written.

**CITY OF HALLANDALE BEACH**

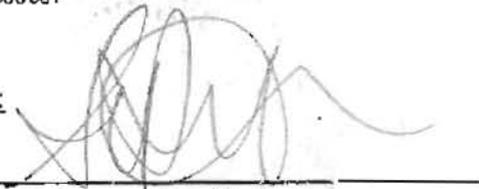
By:   
Renee C. Miller, City Manager

Approved as to legal sufficiency and form:

  
Lynn Whitfield, City Attorney

Witnesses:

Attest:

  
Sheena D. James, City Clerk

**DEVELOPER:**

CVS 10078 FL, L.L.C.  
a Florida limited liability company

Hall Beaulieu  
Witness  
Print Name: Gall Beaulieu

By: [Signature]  
Name: Christopher T. Mercer  
Title: Assistant Secretary

[Signature]  
Witness  
Print Name: Melanie K. Luker

CVS Legal Approval  
[Signature]  
Jerry B. Proctor, Esq.  
Bilzin Sumberg Baena Price & Axelrod LLP

STATE OF Rhode Island  
) SS:  
COUNTY OF Providence

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the Country to take acknowledgments, the foregoing instrument was acknowledged before me by Christopher Mercer as Assistant Secretary of CVS 10078 FL, L.L.C., a Florida limited liability company, freely and voluntarily under authority duly vested in him by the limited liability company. He is personally known to me, or produced [Signature], as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 30 day of June, 2014.

My commission expires: \_\_\_\_\_

[Signature]  
Notary Public  
Print typed or stamped name of Notary Public

Mary Alice Kleiber  
Notary Public  
State of Rhode Island  
My Commission Expires 03/13/2016

EXHIBIT "A"  
LEGAL DESCRIPTION

"Parcel D" of THREE ISLANDS 2<sup>ND</sup> SECTION, according to the plat thereof, recorded in Plat Book 77 at Page 37 of the Public Records of Broward County, Florida

EXHIBIT "B"

Exhibit B are the development plans dated February 5, 2014 for the CVS project approved by the City Commission on May 7, 2014 and which are maintained in the Development Services Department.

## EXHIBIT C

### CONDITIONS OF APPROVAL

#### CVS 10078 FL, L.L.C.

All of the following conditions are intended to be requirements of the final design as submitted for and approved during construction document preparation and issuance of building permits. The conditions may include or supplement general requirements of the Zoning and Land Development Code, the Florida Building Code, the City Design Guidelines Manual, any other applicable Code and the approved Major Development Plan.

The Developer shall comply with the list of conditions as specified herein:

#### Section 1

*Prior to the issuance of a building permit* for the proposed development, the Owner shall make the following commitments to the City to mitigate the impacts of the proposed Development upon City Services and facilities:

1. Reserve the northern 78.44 feet of the property (less the access roadway) for the development of open space. Said open space shall be designed in a manner that is consistent with the landscaping plan approved by the City. The Developer shall maintain the dedicated green space in perpetuity.
2. Contribution of \$15,000 to the City's Study of Traffic Conditions to East Hallandale Beach Boulevard.
3. Work with the United States Green Building Council (USGBC) Leadership in Energy and Environmental Design (LEED) rating system to design and construct the building and achieve a "Certified" rating using the "LEED for Retail; New Construction and Major Renovations" category.
4. Contribution of \$65,000 toward to the rehab of Hallandale Beach Fire Station 90.
5. Contribution of \$50,000 to the City for the purpose of installing purple pipe along Three Islands Boulevard to support the City's re-use initiative, and landscape improvements.
6. Contribution of \$35,000 for purchase and installation of a bus shelter as defined in the project site plan.
7. The owner shall construct all utilities servicing the building underground, including any existing above ground utilities to be utilized within the boundary of the project. The

owner shall be responsible for improving or modifying utilities serving the CVS Project on land directly adjacent to the Property along Hallandale Beach Boulevard and/or Three Islands Boulevard, if required to do so during the building permit process.

8. The owner shall provide its standard subcontractor and labor force list and work with the City to publicize the upcoming construction work to Hallandale Beach companies and individuals prior to opening construction bids.

## **Section II**

*Prior to issuance of the Certificate of Occupancy*, the owner shall make the following commitments to City:

1. Payment to the City of connection fees for water and sewer according to City Ordinance.
2. Payment to the City of the transportation mitigation fee as required by City Ordinance.
3. Payment of Fifty Thousand (\$50,000) dollars to the City for maintenance of abutting canal end.
4. Contribution of Twenty-Five Thousand (\$25,000) for City's Mini bus system.
5. Pay \$65,000 toward the removal of the exotic species along Three Islands Boulevard adjacent to DeSoto Park Condominium and the replacement of landscaping along Three Islands Boulevard as approved by the City.
6. The owner shall conduct two (2) offsite job fairs at locations within City limits determined by City Officials.