

DEVELOPMENT AGREEMENT

BETWEEN THE CITY OF HALLANDALE BEACH,

THE HALLANDALE BEACH COMMUNITY REDEVELOPMENT AGENCY (CRA)

AND

HALLANDALE LAND VENTURES, LLLP

FOR

HALLANDALE ARTSQUARE PROJECT

THIS DEVELOPMENT AGREEMENT ("Agreement") is made and entered this 3rd day of June, 2015, by and between HALLANDALE LAND VENTURES, LLLP, a Florida limited liability limited partnership, whose mailing address is 150 S.E. 2nd Avenue, #800, Miami, FL 33131 ("Developer"), 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"), and the HALLANDALE BEACH COMMUNITY REDEVELOPMENT AGENCY, a dependent district of the State of Florida and the City ("CRA").

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 mixed use development including residential and commercial uses and associated 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; and (iii) waiver of specific provisions of the City of Hallandale Beach Zoning and Land Development Code (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, pursuant to Florida Statutes Chapter 163 the CRA is authorized to enter into binding agreements for the funding of public improvements in the CRA which further the purposes and intent of the CRA Master Plan; and

F. WHEREAS, Developer has requested the City and CRA 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 for the funding of certain public improvements; and

G. **WHEREAS**, City and the prior owner of the Property entered into that certain Development Agreement, dated 1-22-09, recorded at OR BK 46152 pages 768-774 Public Records of Broward County, Florida (the "**Original Development Agreement**"), which Original Development Agreement is terminated and superseded by this Agreement; and

H. **WHEREAS**, City and the prior owner of the Property entered into that certain Park Dedication Agreement recorded at OR BK 48085 pages 1811 - 1824 Public Records of Broward County, Florida (the "**Original Park Dedication Agreement**"), which Original Park Dedication Agreement is terminated by this Agreement as such dedication is no longer applicable; and

I. **WHEREAS**, the City of Hallandale Beach City Commission and the CRA are desirous of entering into a new 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 Hallandale Land Ventures, LLLP, a Florida limited liability limited partnership.
- b. "**Project**" or "**Proposed Development**" shall mean the Major Development Plan approved by the City of Hallandale Beach for construction of residential and commercial uses, as more specifically described on Exhibit "B."
- c. "**Principal Building**" shall mean a building including multi-family residential use 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 RAC-Transit Subdistrict 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 applicable RAC parking requirements, setbacks, heights, landscaping and other site development standards set forth in the Site Plan and as set forth in a complete set on file and maintained by the City's Development Services Department except as modified by approval of the City Commission.

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	Provided
1.	Unit Size-1 Bedroom (Section 32-157(c) (7))	1,000 sq. ft.	711-720 sq. ft.
2.	Unit Size-2 Bedroom (Section 32-157 (c)(7))	1,100 sq. ft.	1,038 -1,076 sq. ft.
3.	Landscaped area (Section 32-157(c)(6))	35%	15.7%
4.	Parking required (Sec. 32-455(b)(3)(a)&(c)(1))	804 spaces	607 spaces; including up to 41 tandem spaces and up to 26 compact spaces
5.	Loading Space Dimension (Section 32-457)	2 spaces -12'x50'	1 @ 10'x20' 1 @ 12'x30'
6.	Bldg. Setback -North (Section 32-157(c)(5))	15 ft.	5 ft.
7.	Bldg. Setback -South (Section 32-157(c)(5))	15 ft.	13'-2"
8.	Bldg. Setback -South (Section 32-157(c)(5)) 25 ft.	25 ft.	1'-0" (garage) 17'-0" (residential bldg.)
9.	Compact Parking Stall Dimensions	Not in code	9' x 19' and 9' x 16' for tandem

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 street view. The roof equipment shall be engineered and screened to reduce noise.

2. The Approvals shall be subject to the extension and expiration provisions of the Code of Ordinances.

3. 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.

4. Prior to the issuance of the first building permit for the Project, Developer, in cooperation with the Hallandale Opportunity Program (HOP) administered by the City Human Services Director or a comparable program available to achieve the purposes of this paragraph, will formulate and implement a "Hallandale Beach Resident Hiring Program" (the "Hiring Program") for construction of the Project. At a minimum, prior to the issuance of a building permit for the Project, a meeting between the developer, its General Contractor, HOP program representatives and a third party workforce development program representative, if any, will be held and a memo of such meeting prepared by the Developer and sent to the Human Services Director to be counter-signed as accepted by such Director, establishing and initially delineating the parameters of the program as described below which will serve as evidence that the program has been formulated and will be implemented subject to refinements as construction proceeds. The program will include the following:

- a. The goal of having a minimum of 15 percent (15%) of the initial workers hired for construction jobs at the Project, including general laborers and specialized trades, to be residents of Hallandale Beach or own a business located in the City of Hallandale Beach ;
- b. Should the program be administered by HOP, Developer will provide HOP Administrator with a list of the types of jobs anticipated and the necessary qualifications sufficiently in advance of any hiring so that HOP can identify those residents meeting the identified qualifications or HOP can work with potential candidates to obtain the necessary training to be eligible for such jobs;
- c. Should the program be administered by HOP, identify the number of qualified employees needed to provide a sufficient pool of qualified resident candidates and in the event HOP is unable to identify a sufficient pool of qualified resident candidates to meet

the goal of 15 percent (15%) hiring of Hallandale Beach residents, Developer will work with HOP to formulate and implement a training program so that this goal is achievable. Developer agrees to fund the \$1,000 training expense for each position remaining to be filled to meet the 15% goal.

- d. Developer shall report on a quarterly basis to the City through the HOP Administrator on the number of initial employees hired and how many of said employees are Hallandale Beach Residents. The first reporting quarter shall begin after the issuance of the first building permit for the principal building and conclude three months (3) after the issuance of the certificate of occupancy.
- e. Developer shall use commercially reasonable 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. The Developer shall also commit that so long as Developer's general contractor (or construction manager) is able to identify qualified City of Hallandale Beach contractors or businesses that are licensed, meet the terms and conditions required by any contractor, subcontractor, materialman or laborer and can be bonded and provide pricing that is competitive to bids received, 10 percent (10%) of the direct hard construction costs shall be dedicated to City of Hallandale Beach contractors and or businesses.

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

6. All required trees shall be at least fifteen (15) 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.

7. Prior to the issuance of a building permit for the Project, the Developer shall address the following in the Project plans or by entering into one or more agreements acceptable to the City:

- 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. It is acknowledged that the foregoing analysis has been submitted to the City.
- b. Provide drainage calculations which comply with Broward County regulations and City criteria to retain five (5) years, One (1) hour storm on-site. Developer shall thereafter, during Project

construction, construct all on-site storm water improvements necessary to retain proper drainage and run-off.

- c. Contract with the City of Hallandale Beach for roll out service and sanitation collection to be provided by the City so long as it is available. If a condominium form of ownership is contemplated, provisions acceptable to the City Attorney shall be included in the condominium documents addressing this requirement.
- d. 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.
- e. The City hereby waives the applicable transportation fee, as a credit for equivalent costs of improvements constructed by Developer on public streets adjacent to the Property, except for those associated with construction of NE 3 St.
- f. Obtain permits and install a bus shelter, pursuant to Broward County transit design, or pay the equivalent costs of such shelter purchase and installation not to exceed \$50,000.00. The shelter, subsequent to its completion, will be maintained by the City as a transit stop amenity.
- g. Developer shall propose in writing to the Police Department a description of its plans for PTZ (Pan/Tilt/Zoom) surveillance cameras it will install on the development to monitor the surrounding public areas and connect to the Police Department for review and retrieval purposes. Developer shall have received written acceptance of such description from the Chief of Police and have submitted a copy of such acceptance to the Development Services Department prior to the issuance of the first permits. Such proposal shall, at a minimum, include the use software compatible with that specified by the Police Department and identify the number of cameras included. Maintenance of the cameras after their installation shall be the City's responsibility.
- h. Describe in detail how the public access to the tot lot and dog park will be facilitated. Access to these facilities shall be provided to the general public during daylight hours each day.
- i. Provide for motorcycle parking in the northwest corner of the parking garage.
- j. Provide two (2) car charging stations in the parking garage.

- k. Provide for a total parking count of 607 plus 41 on street spaces as depicted in the plans for the approved Major Development Approval.
- l. The Project shall be designed and constructed to comply with Section 32-787 of the Code of Ordinances and obtain a Green Building certification from a recognized environmental agency. Prior to the issuance of the first building permit, Developer shall provide evidence of the project's registration or application seeking such certification, including an initial assessment of the planned achievements which are anticipated to result in such certification.
- m. Developer agrees to provide stormwater improvements for the following City street right-of-way limits and as necessary to collect and retain stormwater runoff generated by a 5-Year, 1-Hour storm event, as required by Chapter 32, Section 32-885, City of Hallandale Beach Code of Ordinances and in accordance with any applicable requirements set forth by the Surface Water Management Licensing Section of the Broward County Environmental Protection Department:
  - (i) N.E. 3<sup>rd</sup> Avenue: from N.E. 3<sup>rd</sup> Street to 4<sup>th</sup> Street, including the intersections of N.E. 3<sup>rd</sup> Avenue and N.E. 4<sup>th</sup> Street;
  - (ii) N.E. 4<sup>th</sup> Street: from N.E. 3<sup>rd</sup> Avenue to N.E. 4<sup>th</sup> Avenue, including the intersection of N.E. 4<sup>th</sup> Street and N.E. 4<sup>th</sup> Avenue;
  - (iii) N.E. 4<sup>th</sup> Avenue: from N.E. 4<sup>th</sup> Street to N.E. 4<sup>th</sup> Court, including the intersection of N.E. 4<sup>th</sup> Avenue and N.E. 4<sup>th</sup> Court;
  - (iv) N.E. 4<sup>th</sup> Court: from N.E. 4<sup>th</sup> Avenue to North Federal Highway.
- n. Developer agrees to provide all required pavement restoration associated with utility service installations, sidewalks, swale construction, milling, and resurfacing of the existing pavement for the following City street right-of-way limits:
  - (i) N.E. 3<sup>rd</sup> Avenue: from N.E. 3<sup>rd</sup> Street to N.E. 4<sup>th</sup> Street, including the intersection of N.E. 3<sup>rd</sup> Avenue and N.E. 4<sup>th</sup> Street;
  - (ii) N.E. 4<sup>th</sup> Street: from N.E. 3<sup>rd</sup> Avenue to N.E. 4<sup>th</sup> Avenue, including the intersection of N.E. 4<sup>th</sup> Street and N.E. 4<sup>th</sup> Avenue;
  - (iii) N.E. 4<sup>th</sup> Avenue: from N.E. 4<sup>th</sup> Street to N.E. 4<sup>th</sup> Court, including the intersection of N.E. 4<sup>th</sup> Avenue and N.E. 4<sup>th</sup> Court

(iv) N.E. 4<sup>th</sup> Court: from N.E. 4<sup>th</sup> Avenue to North Federal Highway.

- o. Developer agrees to install a 12" water main along NE 4th Avenue from NE 4th Court to NE 4th Street, continuing on NE 4th Street to the NE 3rd Avenue, continuing on NE 3rd Avenue connecting to the 8" water main at NE 3rd Street. The Developer agrees to construct an 8" water main along NE 4th Court connecting the 8" water main along North Federal Highway to the 12" water main at NE 4th Avenue. These improvements will comply with all local codes, AWWA Standards, City Fire Prevention Bureau and City Engineer. These improvements shall be completed prior to the issuance of the Certificate of Occupancy.

**B. 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 or her 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.

**C. 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.

**D. 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 City's water impact fee and sewer impact fee in accordance with City Code (prior to Building Permit) and this Agreement.

2. Payment of water connection fees pursuant to City Code. The fee is not creditable towards other water/sewer impact fees.

**E. Public Improvements Funded By CRA.** City, CRA and Developer agree that improvements to N.E. 3<sup>rd</sup> Street from Federal Highway to the west side of N.E. 1<sup>st</sup> Avenue would be a catalyst for further redevelopment within the CRA and improve connectivity between the two main north/south transportation corridors in the City. Therefore, City, CRA and Developer agree that Developer will construct and receive reimbursement for the improvements to N.E. 3<sup>rd</sup> Street as described on Exhibit "C" and depicted on the plans attached to Exhibit "C," all in accordance with the terms set forth on Exhibit "C."

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

A. The CRA is a duly organized and validly existing Community Redevelopment Agency 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 CRA, and to enter into the transactions and commit the funding contemplated by this Agreement.

B. The CRA'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 CRA is a party or by which the CRA or the CRA's property may be bound or affected.

C. This Agreement constitutes the valid and binding obligation of the CRA, enforceable against the CRA, 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.

13. **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. The Original Development Agreement is hereby terminated and of no further force and effect. Further, Developer hereby agrees that within 3 business days of the Major Development Approval for the Project becoming final and not subject to appeal, Developer will notify City, in writing, that it is relinquishing its rights to the flex units allocated to the Property pursuant to the applicable City Resolution and the associated Major Development Approval granted pursuant to the applicable City Resolution.

14. **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 that continues beyond all applicable cure periods, 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 obligated to reimburse Developer only for improvements constructed by Developer in the public right-of-way that are completed and accepted by the City, but shall be relieved from any and all

further obligations to reimburse Developer. 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.

15. **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 construction 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 construction liens are placed on or against City property, Developer agrees to take all necessary action to have said encumbrances and/or construction liens immediately removed. Failure of Developer to have said encumbrances and/or construction liens removed shall constitute a breach of this Agreement.

16. **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.

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) 457-1300 - phone  
[City\\_Manager\\_Office@Hallandalebeachfl.gov](mailto:City_Manager_Office@Hallandalebeachfl.gov)
- With counterpart to: City of Hallandale Beach  
Attn: City Attorney  
400 South Federal Highway  
Hallandale Beach, FL 33009  
(954) 457-1325 - phone  
[CityAttorneyDL@cohb.org](mailto:CityAttorneyDL@cohb.org)
- With counterpart to: City of Hallandale Beach  
Attn: Development Services Director  
400 South Federal Highway  
Hallandale Beach, FL 33009  
(954) 457-1375 - phone  
[DevelopmentServicesDL@Hallandalebeachfl.gov](mailto:DevelopmentServicesDL@Hallandalebeachfl.gov)
- If to CRA: Hallandale Beach Community  
Redevelopment Agency  
Attn: CRA Director  
400 South Federal Highway  
Hallandale Beach, FL 33009  
(954) 457-2228 - phone  
(954) 457-1342 - fax
- With counterpart to: City of Hallandale Beach  
Attn: CRA Attorney  
400 South Federal Highway  
Hallandale Beach, FL 33009  
(305) 416-6880 - phone  
(305) 416-6887 - fax
- If to Developer: Hallandale Land Ventures, LLLP  
Attn: Steven Sorenson  
150 S.E. 2nd Avenue, #800  
Miami, FL 33131

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

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.

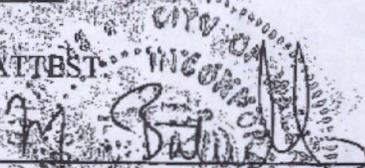
23. **Assignment.** Developer agrees to give notice to the City of any assignment of this Agreement to any related entity. In the event Developer intends to assign this Agreement to any unrelated entity it shall first obtain the prior written consent of the City Manager, which consent will not be unreasonably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

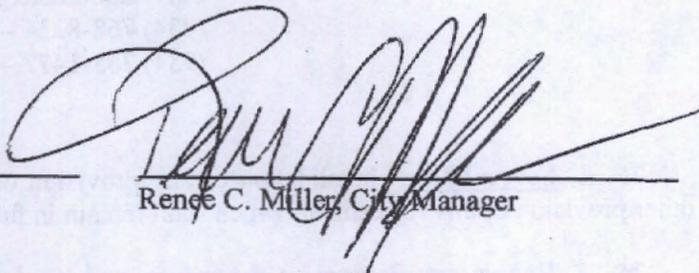
24. **Waiver of jury trial and objections to venue.** The parties hereby knowingly, voluntarily and intentionally waive the right any of them may have to a trial by jury in respect of any litigation based upon this agreement or arising out of, under or in connection with this agreement and any agreement contemplated to be executed in conjunction herewith, or any course of conduct, course of dealing, statements (whether verbal or written) or actions of any party. This provision is a material inducement for the parties entering into this agreement. The parties hereby knowingly, voluntarily and intentionally waive any objection to venue, provided, however, that such venue is consistent with the requirements of this agreement.

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

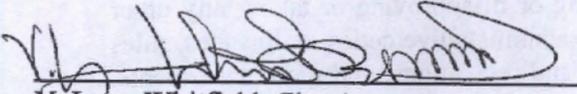
CITY

ATTEST

  
Mario Baralle, CMC, City Clerk

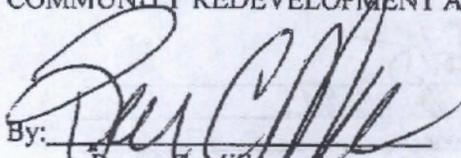
  
Renee C. Miller, City Manager

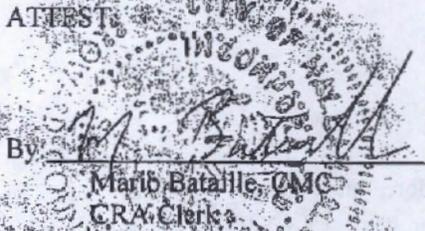
ENDORSED AS TO FORM  
AND LEGALITY FOR THE  
USE AND RELIANCE OF THE  
CITY OF HALLANDALE BEACH ONLY

  
Lynn Whitfield, City Attorney

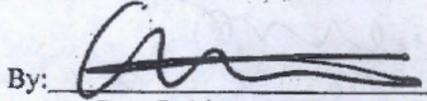
HALLANDALE BEACH COMMUNITY REDEVELOPMENT AGENCY:

HALLANDALE BEACH  
COMMUNITY REDEVELOPMENT AGENCY

By:   
Renee C. Miller  
Executive Director

ATTEST  
  
By:   
Marib Bataille, CMC  
CRA Clerk

Approved as to form and legal sufficiency:

By:   
Gray Robinson, P.A.  
CRA Attorney

Witness: [Signature]  
Print Name: Steven J Soresten

HALLANDALE LAND VENTURES, LLLP, a  
Florida limited liability limited partnership

Witness: [Signature]  
Print Name: DARIN MONTGOMERY

By: [Signature]  
Print Name: Victor Ballebas  
Title: Manager  
Address: 1505 E. 2nd Ave #800 - Miami, FL 33131

STATE OF Florida )  
COUNTY OF Miami-Dade ) SS:

The foregoing Agreement was acknowledged before me this 1 day of June 2015, by Victor M Ballebas, as Manager of HALLANDALE LAND VENTURES, LLLP, on behalf of the limited liability limited partnership. He/she is personally known to me or produced FL Drivers Lic. as identification, and [did] [did not] take an oath.



Notary: [Signature]  
Print Name: Diana Hernandez  
Notary Public, State of Florida  
My commission expires: Feb 23 2016

**EXHIBIT "A"**

**LEGAL DESCRIPTION**

of

**"Hallandale Artsquare"**

## HALLANDALE ARTSQUARE

A REPLAT OF A PORTION OF BLOCKS 4 AND 5, ALL OF BLOCK 6, AND PORTIONS OF N.E. 4TH STREET AND N.E. 4TH AVENUE OF "HOLLYWOOD PINES ESTATES" ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 6, PAGE 41, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; LYING IN SECTION 22, TOWNSHIP 51 SOUTH, RANGE 42 EAST, CITY OF HALLANDALE BEACH, BROWARD COUNTY, FLORIDA.

### LEGAL DESCRIPTION:

All of Block 6, including the platted alley, together with portions of Blocks 4 and 5, including the platted alleys, together with portions of the of the public right-of-way of Northeast Fourth (4th) Avenue lying between said Blocks 6 and 5 and portions of the public right-of-way of Northeast Fourth (4th) Street lying between said Blocks 4 and 5, all in the Plat of HOLLYWOOD PINES ESTATES according to the Plat thereof as recorded in Plat Book 6, Page 41 of the Public Records of Broward County, Florida, also together with a portion of the right-of-way of North Federal Highway (U.S. 1, State Road 5) designated as Parcel 228 in that certain Order of Taking recorded in Official Records Book 5781, Page 688 of the Public Records of Broward County, all being more particularly described as follows:

BEGINNING at the Southeast corner of Lot 9 of said Block 5;

THENCE South 88°05'25" West on the South line of said Block 5 its Westerly projection and on the South line of said Block 5, a distance of 801.53 feet to the beginning of a tangent curve concave to the Northeast;

THENCE Northwesterly on the arc of said curve having a radius of 25.00 feet, through a central angle of 90°15'13", an arc distance of 39.38 feet to a point of tangency on the West line of said Block 6;

THENCE North 01°39'22" West on said West line of Block 6, a distance of 180.45 feet to the beginning of a tangent curve concave to the Southeast;

THENCE Northeasterly on the arc of said curve having a radius of 25.00 feet, through a central angle of 89°55'14", an arc distance of 39.24 feet to a point of tangency on the North line of said Block 6;

THENCE North 88°15'52" East on said North line of Block 6 and its Easterly projection, a distance of 441.23 feet to the beginning of a tangent curve concave to the Northwest;

THENCE Northeasterly on the arc of said curve having a radius of 25.00 feet, through a central angle of 90°02'06", an arc distance of 39.29 feet to a point of tangency on the Southerly projection of the West line of said Block 4;

THENCE North 01°48'14" West on said Southerly projection and on said West line of Block 4, a distance of 211.98 feet to the beginning of a tangent curve concave to the Southeast;

THENCE Northeasterly on the arc of said curve having a radius of 25.00 feet, through a central angle of 90°03'54", an arc distance of 39.30 feet to a point of tangency on the North line of said Block 4;

THENCE North 88°17'40" East on said North line of Block 4, a distance of 394.99 feet to the beginning of a tangent curve concave to the South;

THENCE Easterly on the arc of said curve having a radius of 25.00 feet, through a central angle of 48°01'17", an arc distance of 20.08 feet to the Intersection with the West right-of-way line of said North Federal Highway as shown on Florida Department of Transportation Right-of-Way Map for State Road 5 Section 86010-2510, Sheet 4 of 26, recorded in Right-of-Way Map Book 13, Page 11 of the Public Records of Broward County, Florida;

THENCE South 01°48'08" East on said West right-of-way line of North Federal Highway and its Southerly projection across Northeast Fourth (4th) Street, a distance of 474.20 feet to a point on the arc of a non-tangent curve concave to the Northwest, whose radius point bears North 47°59'29" West;

THENCE Southwesterly on the arc of said curve having a radius of 25.00 feet, through a central angle of 48°04'55", an arc distance of 20.11 feet to a point of tangency on said South line of Block 5;

THENCE South 88°05'26" West on said South line of Block 5, a distance of 85.03 feet to the POINT OF BEGINNING;

Said lands lying in the City of Hallandale Beach, Broward County, Florida, and containing 327,307 square feet (7.5139 acres), more or less.

**EXHIBIT "B"**

Exhibit B consists of the development plans as submitted on March 9, 2015 for the Hallandale Artsquare project, approved by the City Commission on March 18, 2015, and received in full and final form by the City on May 1, 2015 as now maintained in the Development Services Department.

**EXHIBIT "C"**

**CONSTRUCTION AND FUNDING TERMS FOR  
N.E. 3<sup>rd</sup> STREET IMPROVEMENT PLAN**

# Commission Meeting 3/18/2015

## EXHIBIT "C"

### CONSTRUCTION AND FUNDING TERMS FOR N.E. 3<sup>rd</sup> STREET IMPROVEMENT PLAN

#### **L Description of Project.**

##### **A. Reconstruction of N.E. 3<sup>rd</sup> Street.**

1. Project Area: Developer shall cause to be designed and constructed a reconstructed 2-lane roadway, commencing at the west line of the existing right-of-way of Federal Highway and extending west to N.E. 1<sup>st</sup> Avenue, as generally depicted on **Exhibit 1**, attached, and referred to as the "Project Area."

2. 3<sup>rd</sup> Street Work Project Scope: The N.E. 3<sup>rd</sup> Street improvements shall include: (a) repaving of the entire Project Area, (b) construction of a southbound right turn lane at Federal Highway, (c) construction of on-street parallel parking on both the north and south sides of N.E. 3<sup>rd</sup> Street, (d) construction of concrete sidewalk and curbing with minimum width of 5 feet on both sides of 3<sup>rd</sup> Street, (e) replacement and upgrading of storm water lines located within the Project Area; and (f) landscaping, but shall not include any environmental testing or remediation, hereinafter collectively the "3<sup>rd</sup> Street Work." Conceptual plans of the 3<sup>rd</sup> Street Work are incorporated in **Exhibit 1**. Provision of storm water improvements will be as necessary to collect and retain the storm water runoff generated by a 5-Year, 1-Hour, storm event, as required by Chapter 32, Section 32-885, City of Hallandale Beach Code of Ordinances. Developer shall comply with all applicable requirements of Section 287.055, Florida Statutes, with regard to design services, and with Section 255.20, Florida Statutes, with regard to construction services, for the 3<sup>rd</sup> Street Work, including competitively awarding all work that has estimated construction project costs in excess of the threshold amounts established in such statutes.

3. 3<sup>rd</sup> Street Work Project Phasing: The 3<sup>rd</sup> Street Work shall be performed in one phase and shall be complete prior to receipt of the final Certificate of Occupancy for the 7-story building in the Art Square Project.

##### **B. Power Pole Beautification; Project Scope and Phasing.**

1. Developer shall prepare or cause to be prepared a proposed conceptual engineering design plan to include the following power pole beautification work: Phase 1 of the Power Pole Work will include the removal and relocation of telecommunication lines and any other lines, other than FPL power lines, from the power poles and re-landscaping, as generally depicted on the illustrative plan attached as **Exhibit 2**, which Phase 1 work will be completed prior to completion of the 3<sup>rd</sup> Street Work.

2. The scope of the Phase 2 Power Pole Work will include an FPL designed program that provides for replacing all existing wooden poles with concrete poles and minimizing the number of power lines located on the new concrete poles, but shall depend upon receipt by the Developer of information, design, details, specifications, cost estimates and

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approvals from FPL and others as needed, necessary to perform the work. In the event that, prior to the City's approval of the 90% complete Construction Documents for the 3<sup>rd</sup> Street Work, as described below, FPL delivers a design and cost for the Phase 2 Power Pole Work and the City approves such costs, then Developer and the City shall execute an amendment to this Developer Agreement to incorporate the Phase 2 Power Pole Work and provide funding for same, and the Phase 2 Power Pole Work will be completed with the 3<sup>rd</sup> Street Work. If, for any reason, FPL does not provide the Phase 2 Power Pole Work design and cost or the City does not approve same prior to the City's approval of the 90% complete Construction Documents for the 3<sup>rd</sup> Street Work, then Developer shall have no obligation to perform the Phase 2 Power Pole Work.

**II. Design Review Process.** The Developer and the City staff shall participate in the following design review and project administration effort with regard to the 3<sup>rd</sup> Street Work, and City staff shall render approval decisions at the specified milestones:

**A. Project Confirmation:** Developer's consultants will prepare and provide to the City an updated survey of right-of-way areas, perform geotechnical testing, perform field investigation of the Project Area, compare the survey data and the results of the field investigation to determine project constraints, and review available traffic and utility information (including traffic studies, utility subsurface investigation, utility as-builts and utility atlases provided by the City). City shall provide any necessary environmental testing and remediation with regard to right-of-way areas.

**B. 100% Design Development/30% Construction Documents:** Developer's civil engineer will prepare and provide to the City preliminary Engineering Paving, Grading, Drainage, Pavement Marking and Signage Plans, Details and Specifications and a Preliminary Engineer's Estimate of Probable Construction Costs, and will then coordinate review meetings with City staff as necessary. City shall then take action to approve the 100% Design Development/30% Construction Documents.

**C. 60% Construction Documents:** Developer's civil engineer shall prepare and provide to the City Construction Drawings for all Traffic, Utilities, Paving, Grading, Drainage, Pavement Markings, Signaling, Signage and MOT Plans. City shall review the foregoing and take action to approve the 60% Construction Documents, including acceptance of the scope.

**D. Incorporation of Phase 2 Power Pole Work:** If the Phase 2 Power Pole Work design and cost is completed and approved by the City timely and incorporated into the Development Agreement, as described in Section I.B.2, above, Developer's consultants shall incorporate same into the Construction Drawings.

**E. 90% Construction Documents:** Developer's civil engineer shall prepare and provide to the City 90% complete Construction Drawings based upon the above-described review process. City shall review and take action to approve the 90% Construction Documents, including acceptance of the scope and the results of the subsoil investigations performed.

**F. Permitting:** After receipt from the City of the above-described approvals, Developer shall proceed to submit the 3<sup>rd</sup> Street Work project plans for permitting to the City Engineering and Public Utilities Departments, Broward County Environmental Licensing and

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Building Permit Divisions, Broward County Highway Construction and Engineering Division, Broward County Traffic Engineering Division and the Florida Department of Transportation. The Developer and its civil engineer will conduct a preconstruction meeting with the CRA, City Public Works and the Contractor.

G. Completion: Developer's civil engineer will perform construction administration services, provide final certifications and assist in closing all Permits and facilitate conveyance of the Completed Improvements, as hereinafter defined, to the CRA.

### III. Funding.

A. The City and CRA agree to and shall reimburse Developer for its Costs, as hereinafter defined, incurred in the design, construction and achievement of turn-over and acceptance by the City of the 3<sup>rd</sup> Street Work, design of the Phase 1 Power Pole Work, and performance of the Phase 1 Power Pole Work, up to the maximum amount of Three Million, Three Hundred Twenty-nine Thousand, Nine Hundred Seventy-four and 30/100 Dollars (\$3,329,974.30) ("Reimbursement Amount"), as follows:

1. Fifty percent (50%) of the Costs, up to the Reimbursement Amount shall be paid to Developer upon completion of the 3<sup>rd</sup> Street Work;

2. Twenty-five percent (25%) of the Costs, up to the Reimbursement Amount shall be paid to Developer no later than 1 year after the date of issuance of the first Certificate of Occupancy for a building within the Project; and

3. Twenty-five percent (25%) of the Costs, up to the Reimbursement Amount, shall be paid to Developer 2 years after the date of issuance of the first Certificate of Occupancy for a building within the Project.

B. "Costs" shall include: (i) All sums paid to engineers, architects, landscape architects, traffic engineers, surveyors and other special consultants and qualified design professionals for the design of all or any portion of the completed work within the Project Area, specifically including (but not limited to) the costs of design acceptable to FPL for the Power Pole Work, as more fully described in paragraph C, below ; (ii) all sums paid to the Contractor pursuant to the Construction Contract, as hereinafter defined; (iii) survey, insurance, video recordings of utilities, legal costs associated with required easements and other costs incurred to achieve turn-over of completed improvements and conveyance to and acceptance by the City; (iv) financing costs incurred by the Developer; and (v) project administration costs expended by the Developer.

C. Construction Contract: Developer will enter into a "CM-at-Risk with a Guaranteed Maximum Price (GMP)" form of agreement or Stipulated Sum agreement ("Construction Contract") with a qualified contractor (the "Contractor") for the 3<sup>rd</sup> Street Work and that portion of the Power Pole Work as may have been incorporated into the Construction Drawings.

D. Contingency: It is acknowledged that the Reimbursement Amount includes a contingency of 10% of the estimated construction-cost portion of the Costs (the "Contingency").

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Prior to the City's approval of the 90% Construction Documents and Developer's award of the Construction Contract, the entire Contingency shall be within the control of the Developer and available to the Developer to address cost variations that result from refinements of the design process. Following the City's approval of the 90% Construction Documents and Developer's award of the Construction Contract, the first 30% of the remaining Contingency shall remain within the control of the Developer through final completion. The remaining 70% of the remaining Contingency shall be within the control of the City and shall require consent and approval of the City Manager before funds can be used. Savings, if any, as a result of final costs being less than the guaranteed maximum price shall accrue to the City.

**E. Contractor Payment Applications:** Developer shall provide to the City a copy of each Payment Application received from the Contractor.

**F. Payment and Performance Bond:** Developer shall cause the Contractor to provide a payment and performance bond, in form reasonably acceptable to the City Attorney, issued by a surety authorized to issue bonds in the State of Florida which meets the City's established standards, in accordance with the requirements of Section 255.05, Florida Statutes, in the full amount of the Construction Contract for the 3<sup>rd</sup> Street Work and designating the Developer and the City as dual obligees.

**G. Unforeseen Conditions:** The Construction Contract shall include the following definition of "Unforeseen Conditions:"

Conditions encountered in the performance of the work that are: (a) subsurface or otherwise concealed physical conditions that differ materially from those indicated on the plans; or (b) unknown physical conditions of an unusual nature, that differ materially from those ordinarily found to exist and generally recognized as inherent in similar construction activities.

The foregoing definition shall not be modified in the Construction Contract without the consent of the City.

#### **IV. Acceptance and Maintenance of Improvements.**

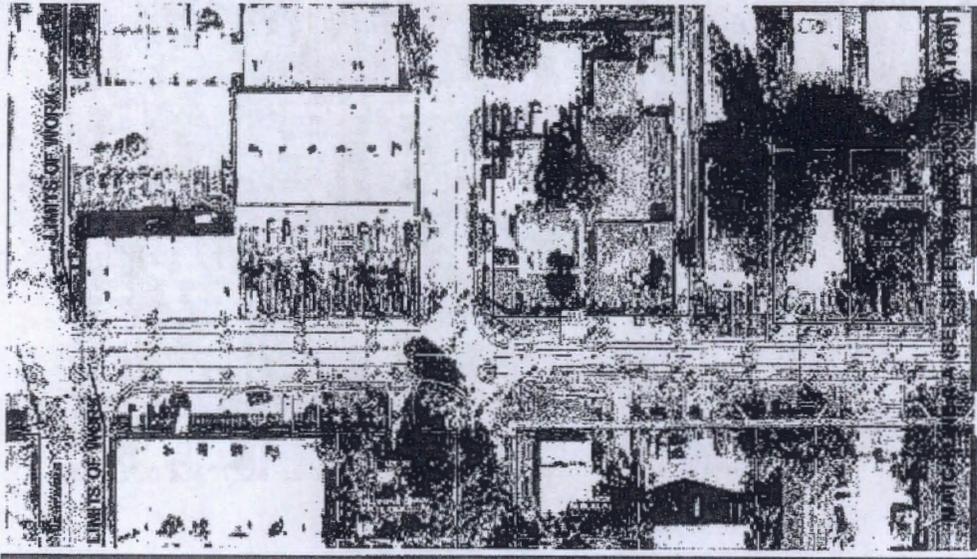
Promptly following completion of the 3<sup>rd</sup> Street Work in accordance with the approved plans ("**Completed Improvements**"), the City shall accept the Completed Improvements and shall thereafter be responsible for care, operation, maintenance, renewal and replacement of the Completed Improvements; provided, however, Developer shall be responsible for maintenance of the landscape improvements located directly adjacent to the boundaries of Developer's property.

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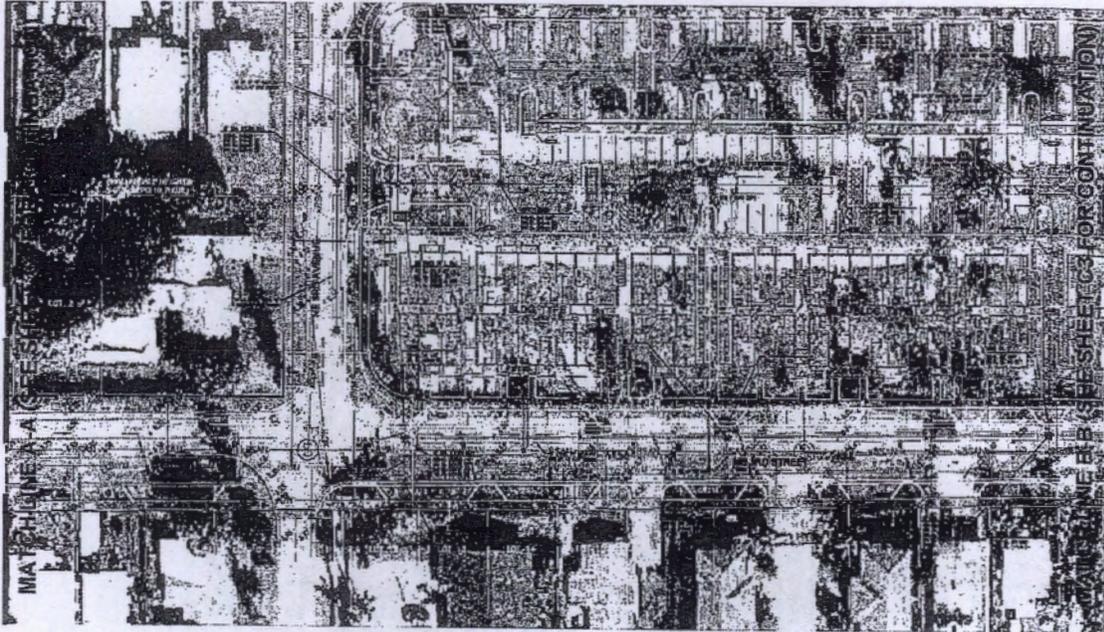
Exhibit 1

Project area

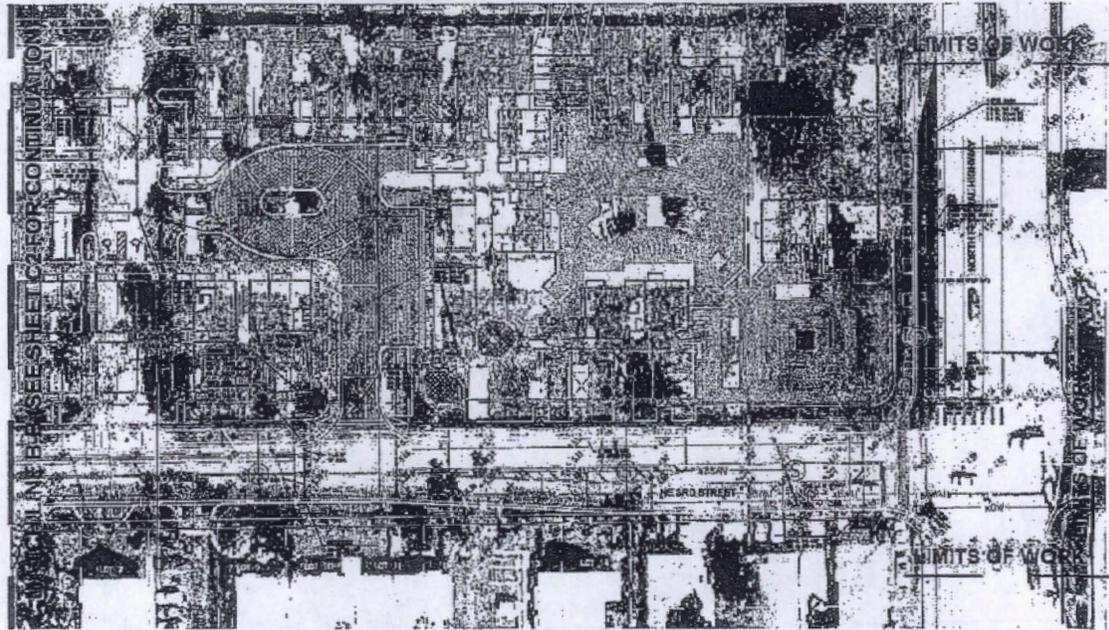
REVISED 3RD STREET ARTS BLVD  
SHEET C1

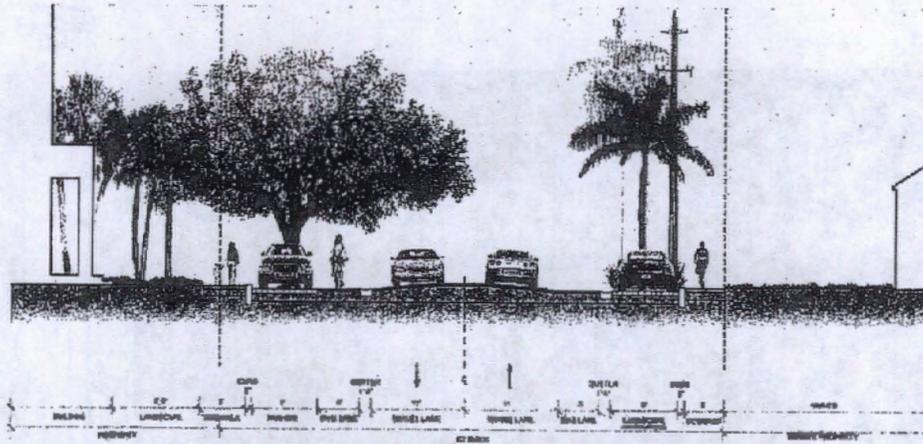


REVISED 3RD STREET ARTS BLVD  
SHEET C2



REVISED 3RD STREET ARTS BLVD  
SHEET C3





SECTION A - TYPICAL BOULEVARD STREET SECTION  
11' TRAVEL LANES

# Commission Meeting 3/18/2015

## Exhibit 2

### Phase 1 Power Pole Illustration

