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Broward County Commission
Deputy Clerk 2150
#1, 12 Pages

DEVELOPMENT AGREEMENT

BETWEEN CITY OF HALLANDALE BEACH AND

ROMAGNOLE INVESTMENT PROPERTIES, LLC

FOR

OASIS PROJECT

This agreement is entered into this 11th day of Feb., 2015, between Romagnole Investment Properties, LLC (Developers of the Hallandale Beach Oasis project) (Hereinafter "Romagnole") and the City of Hallandale Beach, a municipal corporation organized and existing under the laws of the State of Florida (Hereinafter "City").

This agreement amends and replaces that agreement dated October 13, 2010, between Hallandale Oasis Limited, LLC (the prior owner and Developer of the property) and the City.

FINDINGS OF FACT

This agreement is predicated upon the following facts:

A. 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;

B. 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;

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

D. The Hallandale Beach City Commission has found that this Development Agreement is consistent with the Comprehensive Plan, the Major Development 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. Project shall mean the Major Development Plan approved by the City of Hallandale Beach for construction of 250 residential units and 74,190 square feet of commercial

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space, as proposed, located in the City of Hallandale Beach in Broward County, Florida. Applicant seeks to build on the property located at 1100 East Hallandale Beach Boulevard, Hallandale Beach, Florida. The net lot area on this property is 230,031.95 square feet (5.28 acres) and is legally described in Exhibit A attached here to.

b. Owner shall mean Romagnole, and includes the property owner successors, assignees, tenants, agent, contractors, subcontractors and parties in interest.

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 attached hereto and made a part hereof.

a. The name of the project is Hallandale Oasis.

b. The property is owned by Romagnole.

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. 26 floors for residential and a separate three floor area for commercial use as follows:

Residential use: 250 units

Commercial retail use: 8,615 square feet floor area

Fitness Center: 8,500 square feet floor area

Office Space: 39,068 square feet floor area

Restaurant use: 18,015 square feet floor area

c. Parking. Parking shall be provided per Exhibit B.

d. Site Design standards. Please refer to Exhibit B, a complete set of the plans, as to setbacks, maximum height, open space 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.

e. 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. Completion of Project. Owner agrees to diligently prosecute to completion the construction of the Project.

4. Satisfaction of Conditions. The Owner may notify the City asserting the completion of any of the conditions of this agreement, and as necessary, furnish evidence of same. The City shall then consider such notice, inspect the work or proof of completion and, within 45 days, notify the Developer that such conditions have either been found to be completely satisfied, or found to be not completed, with a list of deficiencies. In the event that the City fails to take action within 45 days of notification, the completion shall be deemed approved.

5. Sidewalks. Owner agrees to construct sidewalks in accordance with Exhibit B, the approved development plans maintained in the Hallandale Beach Development Services Department.

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)(1)-(3).

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 an occupancy of the project, subject to compliance with the permit conditions, this agreement and the most current South Florida Building Code Broward County Edition, as amended from time to time.

9. Fees. Romagnole Investment Properties, LLC 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.

or other regulatory approvals until such time as all conditions of the specific building permit and 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.

10. Flex Units. Both parties agree that the flex units previously assigned to the project have been extended at the same time as all other prior development rights, and shall not expire so long as the other development approvals on this project remain in force.

11. 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 and shall run with the land. This agreement may be recorded in the Public Records of Broward County, Florida.

12. Breach of Agreement. 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.

13. 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. Property owner agrees to and shall defend the City and its officers, agents, employees, and representatives from actions for damages caused or alleged to have been caused by reason of property owners' activities in connection with the project.

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

15. Surety. Bonding shall be as provided in the Code and applicable ordinances and regulations. This agreement shall not affect such requirements except 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 institution as may be acceptable by the City shall serve as appropriate surety against failure to perform.

However, nothing herein shall prevent the City, in its discretion, from accepting bonds or letters of credit in lieu of any specific improvement, on site or off site, being completed within a specified time period.

16 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:

(1) If to the City:
City of Hallandale Beach
Attention: City Manager
400 South Federal Highway
Hallandale Beach, FL 33009
(954) 457-1300 - Phone
(954) 457-1342 – Fax

With Copy to:
City of Hallandale Beach
Attention: City Attorney
400 South Federal Highway
Hallandale Beach, FL 33009
(954) 457-1300 - Phone
(954) 457-1342 – Fax

With Copy to:
City of Hallandale Beach
Attention: Development
Services Director
400 South Federal Highway
Hallandale Beach, FL 33009
(954) 457-1300 - Phone
(954) 457-1342 – Fax

(2) If to the Owner:
Jorge Szauer, P.E.
Szauer Engineering, Inc.
7050 West Palmetto Park Road
No. 15399
Boca Raton, Fl. 33433
Phone (561)716-0159
jszauer@szauereng.com

17. 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.

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

19. 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.

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

ATTEST:

Sheena James, City Clerk

CITY:

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

Witness: _____
Print Name: Jorge M. Szauer

Witness: _____
Print Name: Carmen S. Romero Tejeda

ROMAGNOLE INVESTMENT PROPERTIES, LLC.

By: _____
Print Name: Giuseppe Iadisernia
Title: Manager
Address: _____

STATE OF Florida)
) SS:
COUNTY OF Broward)

The foregoing Agreement was acknowledged before me this 11th day of February, by Giuseppe Iadisernia, as manager of ROMAGNOLE INVESTMENT PROPERTIES, LLC. on behalf of the limited liability company. He/she is personally known to me or produced _____ as identification, and [did] [did not] take an oath.

Notary: _____
Print Name: Claudia Moncarz
Notary Public, State of Florida
My commission expires: 1-14-18

[NOTARIAL SEAL]

CLAUDIA MONCARZ
Notary Public - State of Florida
My Comm. Expires Jan 14, 2018
Commission # FF 083103

Exhibit A

Legal Description: Tract "A" REGENCY PARK according to the plat thereof, as recorded in Plat Book 111 at Page 29 of the Public Records of Broward County, Florida.

Exhibit B

Exhibit B is the development plans dated August 26, 2014, for the Oasis project which are maintained in the Development Services Department.

Exhibit "C" — ROMAGNOLE INVESTMENT PROPERTIES, LLC

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 I**

Prior to the issuance of a building permit for either the ***commercial*** or ***residential*** portions of the proposed development, the Developer shall make the following commitments to the City to mitigate the impacts of the proposed Development upon City Services and facilities.

1. The Developer shall dedicate 5 feet along the South side as a right of way for Southeast 2nd Street.

2. The Developer/owner shall dedicate continuous utility easements along the property line as follows:

    - 15 feet on North Side
    - 12 feet on East Side
    - 12 feet on South Side
    - 12 feet on West Side

3. The Owner shall contract with the City of Hallandale Beach Sanitation Division for roll out service and sanitation collection and in perpetuity. This agreement shall be recorded as a covenant running with the land, and incorporated and recorded as part of the deed to said property. The agreement will define the owner's responsibility to provide placement of the dumpsters in an area deemed by the City to be safe for the purpose of emptying the containers. Such area will accommodate the forward motion of the sanitation vehicle as the horizontal and vertical clearance necessary for the safe operation of the vehicle.

4. The Developer shall pay connection fees for water and sewer according to City Ordinance. This amount is estimated at $815,860.55.

5. The Developer/owner shall submit drainage calculations and shall cause to be constructed all on-site/off-site Storm Water Systems Improvements necessary to maintain proper drainage and run-off. Design shall be in accordance with City Ordinance and shall retain a five year 1 hour storm event on site. In addition, the storm water system will meet all respective codes, including but not limited to Broward County EPD, SFWMD, and FDOT.

6. The Developer/owner shall construct all utilities servicing the buildings underground, including any existing above ground utilities to be utilized within the scope of the project.

7. The Developer shall include purple piping for irrigation purposes. Irrigation for the property shall be a gray water (reclaimed water) system with the understanding that potable water will be used for the property until such time that reclaimed water is available.

8. The development shall be an environmentally sensitive project and shall be required to obtain a green building certification from a recognized environmental rating agency accepted by the city's development services department (as outlined in Chapter 32, Section 32-787, as amended from time to time, of the City Code)

9. Greenwall/ vertical plant greenery and landscaped materials on the parking garage shall be maintained in good condition to assure year round landscape screening or, alternative architectural screening will be required after 2 years of installation if it fails to reach maturity to effectively screen vehicles in the garage.

10. Relocation of existing trees as specified in plans and mitigation of trees removed pursuant to the City's Tree Preservation requirements.

11. Roof-mounted equipment shall be screened from view, engineered and screened to reduce noise from the equipment.

12. The parking garage spaces shall be utilized solely as parking and not converted to any other use.

13. Prior to final Certificate of Occupancy, the Applicant and/or its designated representatives will coordinate with the Broward County Traffic Engineering Division for the purposes of reviewing and optimizing the AM and PM peak period traffic signal timing splits at the intersection of NE 14th Avenue and E. Hallandale Beach Boulevard.

Section II

Prior to issuance of the Certificate of Occupancy, for either the ***commercial*** or for the ***residential*** portion of the development, the developer shall make the following commitment to City:

The Owner shall be responsible for complete construction of SE 2 Street as a two lane, 20 foot right of way adjacent to the project site. This shall include construction of a paved street in accordance with the City's requirements, installation of drainage, curb and gutter, sidewalks, lighting, and underground installation of any required utilities. The Developer shall also install a 12 inch water main on SE 2 Street for the full length of the property.

Section III

Prior to the issuance of a building permit, for either the ***commercial*** or for the ***residential*** portion of the proposed development, the Developer shall make the following contributions to the City to mitigate the impacts of the proposed Development upon City Services and facilities.

1. The Developer shall contribute $175,000 to the City to pay for affordable housing in the City.
2. The Developer shall contribute $225,000 for the City's park improvements.
3. The Developer shall contribute $25,000 to the City's crime prevention programs.
4. The developer shall contribute $151,338.00 to the City for transportation impacts.

Section *IV*

Prior to issuance of the Certificate of Occupancy, for either the ***commercial*** or for the ***residential*** portion of development, the developer shall make the following additional contributions to City:

1. The Developer shall contribute $175,000 to the City to pay for affordable housing in the City.
2. The Developer shall contribute $225,000 for the City's park improvements.
3. The Developer shall contribute $25,000 to the City's crime prevention programs.
4. The developer shall contribute $151,338.00 to the City for transportation impacts.

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