

DEVELOPMENT AGREEMENT
FOR
REDEVELOPMENT AND OUTPARCEL DEVELOPMENT
Hallandale Shopping Center

2011
THIS DEVELOPMENT AGREEMENT (this "Agreement") is made and entered this 4TH day of MARCH, 2010, by and between **Hallandale Investments, Inc.**, a Florida corporation, whose mailing address is 111 South 17th Avenue, Hollywood, Florida 33020 (the "Developer") 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 South Federal Highway, Hallandale Beach, Florida 33009 ("City").

FINDINGS OF FACT

This agreement is predicated upon the following facts:

A. Developer is the owner of that property located in the City of Hallandale Beach and generally located at 1750 East Hallandale Beach Boulevard, as more particularly described on Exhibit "A" attached hereto (the "Property").

B. Developer proposes to redevelop the existing shopping center which will include redevelopment of the Property with its associated parking and site improvements substantially in the area shown on the approved Site Plan attached as Exhibit "B" ("Phase I"); and will also include the development of an outparcel substantially in the location also shown in Exhibit "B" attached hereto ("Phase II").

C. The Phases shall be considered geographic phases and do not refer to chronological phases such that phases can operate on independent permitting and construction schedules.

D. The City of Hallandale Beach Zoning and Land Development Code, Article III, Section 32-174(d)(4) (the "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.

E. Pursuant to Section 32-174 of the Code, the City has adopted rules and regulations establishing procedures and requirements for Development Agreements.

F. Developer has requested the City to enter into this Development Agreement to provide for the terms and conditions upon which the Property can be developed in accordance with the Site Plan, and proceedings have been taken in accordance with the aforementioned City rules, regulations, procedures and requirements cited above.

G. The City of Hallandale Beach City Commission has found that this Development

Agreement is consistent with the Comprehensive Plan, the Land Development Regulations, the approved Site Plan and all other applicable requirements, except as otherwise 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 Investments, Inc., a Florida corporation.

B. "Project" shall mean the Phase I and Phase II development as shown on the Site Plan attached as Exhibit "B", approved by the City, generally including redevelopment of the existing shopping center and its associated parking and site improvements substantially in the area shown in Exhibit "B" ("Phase I"); and will also include the development of an outparcel substantially in the location shown in Exhibit "B" attached hereto ("Phase II").

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 date of this Development Agreement and not conflicting with the approvals memorialized herein, including the exceptions and variations enumerated in this Development Agreement, shall be applicable to the Project. The City and the Developer agree that the Project shall be governed in conformance with the following agreements, limitations, modifications, exceptions and variations.

5. **Permitted Uses and Development.**

a. The Property which will include Phase I and Phase II may be developed with those uses permitted in the Central City Business Zoning District. Notwithstanding the foregoing, nothing herein shall limit any future development of the Property subject to Developer obtaining any and all necessary permits and approvals from the City.

b. **Permitted Development**

Existing Development (Approximately): 91,000 square feet
New Bank Area (Approximately): 3,964 square feet (Not to exceed
3999 square feet).
Total Proposed (Approximately): 94,964 square feet

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

7. **Modification of Code Regulations.** In consideration for compliance with the Conditions of Approval in Exhibit "D", the City agrees to grant modification of the following Code provisions:

A. Section 32-384(a)(8) requiring 15% landscape area is modified to permit less than the minimum landscape area required but no less than 11.47% of the site.

B. Section 32-384(e)(1) requiring a minimum 10 foot perimeter landscape buffer is modified to permit the following minimum perimeter landscape buffers: approximately 4 feet 8 inches along the Hallandale Beach Boulevard frontage for the west 195 feet; approximately 8 feet 8 inches along the 16th Avenue frontage north of the driveway access to 16th Avenue; approximately 8 feet 8 inches east of the access driveway to Church Street and approximately 8 feet 8 inches adjacent to Layne Boulevard south of the shopping center building.

C. Section 32-384(c) requiring 231 trees is modified to permit the property to be redeveloped with less than the minimum trees required but no less than 207 trees.

D. Section 32-175(f) requiring a maximum 15 foot building front setback is modified to permit a building front setback of approximately 55 feet for the new building within Phase II.

E. Section 32-175(f) requiring a minimum two-story/30-foot height requirement is modified to permit a one-story building within Phase II.

F. Section 32-605(d) addressing signage is modified to the extent required so that the Proposed Development will comply with the signage program submitted to the City in connection with the permit applications for Phase I and Phase II, which will incorporate the following allowed free-standing signage:

(1) The existing, non-conforming free-standing sign shall be removed prior to the issuance of the certificate of completion or occupancy for Phase I or Phase II.
The following three signs shall be allowed on the Property:

(a) A 60 square foot monument sign not to exceed 8 feet in height for the Phase I development.

(b) A second monument sign with a maximum sign area of 32 square feet and a maximum height of 6 feet generally located at the northeast corner of the site at least 200 feet from the monument sign described in subsection 7F(1) above. This sign shall be for identification of the Memorial Healthcare facilities and other tenants of Developer located on the Property. In the event Memorial Healthcare is no longer a tenant and the space is subdivided into two or more rental units, this monument sign may be replaced and increased to a maximum sign area of 60 square feet.

(c) A third monument sign at with a maximum sign area of 32 square feet and a maximum height of 6 feet generally located at the northwest corner of the site near the intersection of SE 16th Avenue and Hallandale Beach Boulevard no closer than 200 feet from the sign described in subsection 7F(1) above. This sign shall be for identification of the Phase II development.

All freestanding signage described shall meet vision clearance requirements of Section 32-606-(d).

8. **Plat.** To comply with the Broward County plat requirements, the Developer shall plat the portion of Phase II which will contain the principal building to be constructed within Phase II ("Phase II Plat"). The Phase II Plat shall be substantially in the form shown on Exhibit "C". The development within Phase II will have access to the remainder of the Property and will have cross easements for all infrastructure requirements. A copy of the Declaration showing those cross-easements and access rights shall be provided to the City prior to the recordation of the Phase II Plat.

9. **Building Permits and Certificates of Occupancy.** The City agrees to issue to the Developer, upon application and approval, all required building permits, approvals or other required permits and Certificate of Completion for the construction, use and occupancy of the Phase I development subject to Developer's compliance with all applicable codes, ordinances and regulations as the same may be modified by this Agreement and Site Plan. The City agrees to issue to Developer or the Phase II owner or lessee, as applicable, upon application and approval, all required building permits, approvals or other required permits and Certificate of Occupancy for the construction, use and occupancy of any principal building within Phase II subject to Phase II being in compliance with all applicable codes, ordinances, regulations as the same may be amended by this Agreement and the Site Plan. Furthermore, those improvements shown in Exhibit "E" shall be the only improvements required for the issuance of a certificate of occupancy for any buildings within Phase II ("Phase II Improvements"). In no event shall the failure of the Developer to comply with the requirements of this Agreement or with any code provision, with respect to Phase I, hinder, delay, or interfere with the issuance of any permit, approval or Certificate of Occupancy for Phase II. Likewise, in no event shall the failure of Phase II to comply the requirements of this Agreement or any code provision hinder, delay, or interfere with the issuance of any permit, approval or Certificate of

Occupancy for Phase I. The Developer shall file and submit for a building permit for the improvements to Phase I shown on the Site Plan no later than 5 working days after submittal by Developer's lessee of an application for a building permit for Phase II, and shall thereafter commence construction of the Phase I improvements within 45 calendar days after issuance of the Phase II permit and Developer's receipt of its Phase I permit and shall complete the Phase I improvements no later than 10 months after the issuance of the building permit for the Phase I improvements subject to delays resulting from force majeure. Developer shall use commercially reasonable diligence in obtaining its permit for Phase I as required herein. The City reserves the rights to issue notices for code violations on the property.

10. **Unified Development.** The Proposed Development is comprised of Phase I and Phase II to be redeveloped as provided in the approved Site Plan. It is the intent of the Developer that the Property shall function as a unified development parcel although portions of the Property may be under separate ownership and/or control. To that end, Phase I and Phase II shall hereafter be regarded and are hereby declared to be under unified control such that the Developer and any successors in title to any portion of the Property agrees to abide by the terms of the Site Plan, as same may be amended from time to time pursuant to the applicable provisions of the Code. The current approved unified Site Plan for the Property is attached hereto as Exhibit "B".

11. **Third Party Beneficiary.** This Agreement is solely for the benefit of the parties provided that any owner or lessee of the building located within Phase II shall be a third party beneficiary of this Agreement ("Third Party Beneficiary") with respect to any issues that affect Phase II and shall be entitled to enforce this Agreement with respect to matters affecting Phase II.

12. **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.

13. **Amendments.** Any amendment or modification to this Agreement shall not be approved unless Developer and the City execute the amendment; any changes to the development plans shall require approval of the Developer and the City. All amendments or changes to the development plans not requiring City Commission approval shall be subject to the final approval by the City Manager on behalf of the City. To the extent that any amendment or modification affects Phase II, the execution of the amendment or modification by the Third Party Beneficiary shall also be required.

14. **Binding Effect.** 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.

15. **Breach of Agreement.** In the event that the Developer has materially breached the Agreement, the Developer shall commence to cure the breach within thirty (30)

days of notice by the City. If the Developer 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 Broward County, Florida.

16. **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 the Developer or those of the Developer's contractor, subcontractor, agent, employee, or other person acting on its behalf which arise from the Project. Developer 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 owner's activities in connection with the Project.

17. **Monitoring Official.** The City of Hallandale Beach City Manager or his 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.

18. **Surety.** Bonding shall be provided as required by 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 institutions 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.

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 Attorney
400 South Federal Highway
Hallandale Beach, FL 33009
(954) 457-1325 – phone
(954) 457-1342 – fax

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

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

If to Developer: Hallandale Investment, Inc.
111 South 17th Avenue
Hollywood, Florida 33020
(954) 921-4332- phone
(954) 921-4372-fax

Samuel J. Cantor, Esquire
2499 Glades Road, Suite 210
Boca Raton, Florida 33431
(561)982-9555-phone
(561)982-9539-fax

John Hotte, Esquire
Yoss LLP
350 East Las Olas Boulevard, Suite 1700
Fort Lauderdale, Florida 33301
(954)763-1200-phone
(954)323-0714-fax

With counterpart to: Any Lessee or Owner of Phase II
who provides notice to the City Manager
by Certified Mail of its status as an Owner
or Lessee of Phase II

20. Effective Date. This Agreement shall become effective upon the Hallandale Beach City Commission approval and execution by all parties.

21. Recording. This agreement shall be recorded in the Broward County Public Records and shall run with the land.

22. **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 provided that the deletion of the portion of the agreement determined to be invalid, illegal or unconstitutional does not frustrate the purpose of the agreement as to either of the parties to the agreement or the third party beneficiary.

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

[SIGNATURES ON THE NEXT PAGE]

DEVELOPER:

Hallandale Investments, Inc., a Florida corporation

Witness: S Paquette
Print Name: Sharon Paquette

By: [Signature]
Print Name: Robert Blatt

Witness: [Signature]
Print Name: GINA DIGIROLAMO

Title: President
Address: _____

Province)
STATE OF Quebec)
COUNTY OF Canada)
Country)

SS:

The foregoing Agreement was acknowledged before me this 27th day of January 2011, by Robert Blatt, as President of Hallandale Investments, Inc., on behalf of the company. He/she is personally known to me or ~~produced~~ _____ as identification, and [did] [did not] take an oath.

[NOTARIAL SEAL]

Notary: [Signature]
Print Name: Philip Friedman
Notary Public, State of Quebec
My commission expires: Lifetime

EXHIBIT "A"
HALLANDALE SHOPPING CENTER
LEGAL DESCRIPTION:

A portion of the NE 1/4 of the SW 1/4 of the NW 1/4 of Section 26, Township 51 South, Range 42 East, City of Hallandale Beach, Broward County, Florida, being more particularly described as follows:

Commence at the Northwest corner of said NE 1/4 of the SW 1/4 of the NW 1/4 of Section 26, Township 51 South, Range 42 East, also being the intersection of the centerlines of State Road #858 (Hallandale Beach Boulevard) and S.E. 16th Avenue; thence S 01°31'09" E along the West line of said NE 1/4 of the SW 1/4 of the NW 1/4 of Section 26 for 75.01 feet; thence N 87°32'35" E along a line parallel with and 75.00 feet South of the North line of said NE 1/4 of the SW 1/4 of the NW 1/4 of Section 26, said line also being the South right of way line of said State Road #858 for 25.00 feet to the POINT OF BEGINNING; thence continuing along the previous course N 87°32'35" E for 610.38 feet to a point of curvature; thence Southeasterly along a 25.00 foot radius curve leading right through a central angle of 54°04'16" for an arc distance of 23.59 feet to a point on a non-tangent line; thence S 01°31'12" E along a line parallel with and 5 feet West of the East line of said NE 1/4 of the SW 1/4 of the NW 1/4 of Section 26 for 538.67 feet; thence S 87°39'17" W along a line parallel with and 50.00 feet north of the South line of said NE 1/4 of the SW 1/4 of the NW 1/4 of Section 26 for 630.78 feet; thence N 01°31'09" W along a line parallel with and 25.00 feet East of the West line of NE 1/4 of the SW 1/4 of the NW 1/4 of Section 26, said line also being the centerline of S.E. 16th Avenue for 547.77 feet to the POINT OF BEGINNING.

EXHIBIT "B"
SITE PLAN

PLANNING BOARD REPORT 11-1-2009

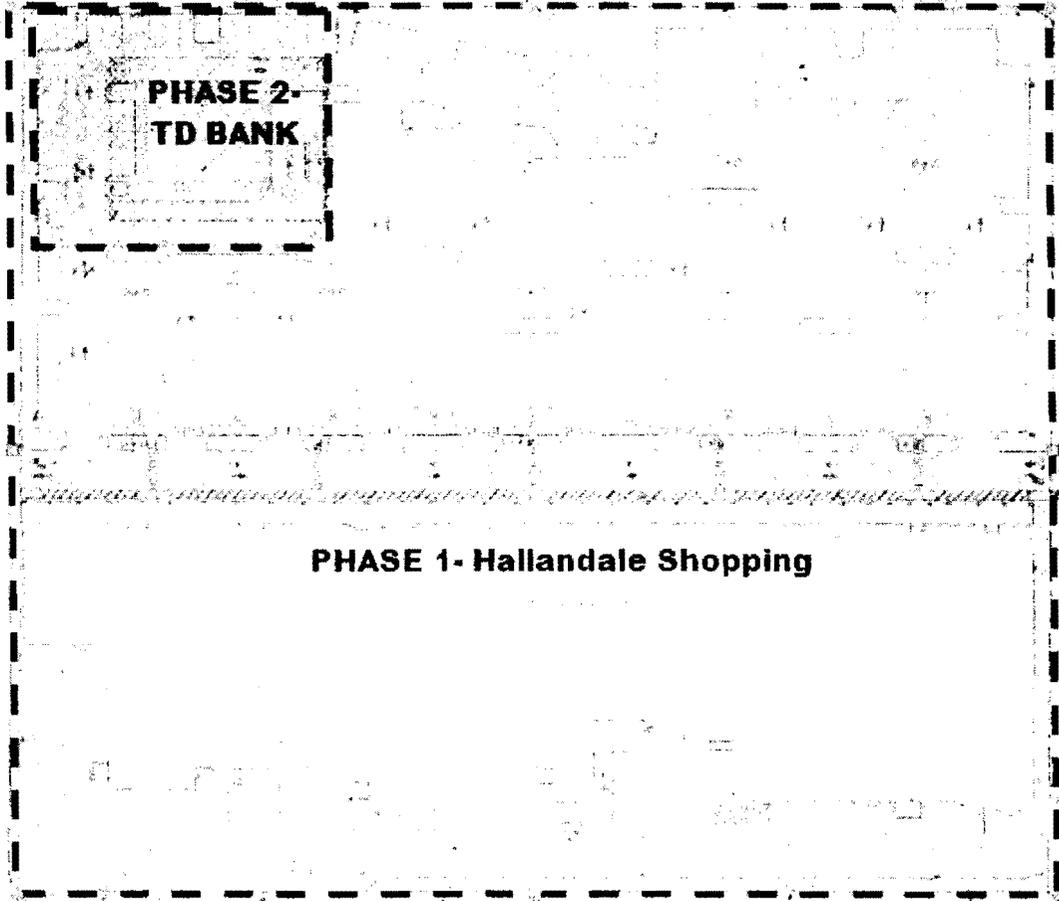


Exhibit "D"
Conditions of approval
Hallandale Shopping Center

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 Owner shall comply with the list of conditions as specified herein:

Section 1

Prior to the issuance of a building permit for the proposed new building, (Phase II) the owner shall make the following commitments to the City to mitigate the impacts of the development upon City Services and Facilities:

1. Contribution of \$15,000 to the City's transit system or for other transportation systems enhancements/improvements.
2. The development shall include environmentally sensitive features including conservation measures and follow sustainability standards substantially in compliance as described in Exhibit "F" of the Development Agreement.
3. Contribution of \$10,000 to the City for the purpose of enhancing the City's medians. The donation will fund the installation of landscaping and other improvements.
4. The owner shall construct all utilities servicing the TD Bank building underground, including any existing above ground utilities to be utilized within the scope of the TD Bank (Phase II) project area.
5. There shall be consistency in color scheme with the TD Bank building and the Shopping Center.
6. The existing nonconforming pole sign shall be removed prior to the Certificate of Occupancy or Certificate of Completion is issued for the shopping center renovations (Phase I) or TD Bank building (Phase II), whichever is completed first.
7. The owner shall apply for a building permit for the shopping center renovations (Phase I) within 5 working days of the submittal for the building permit for the TD Bank building (Phase II). Renovations to the Center and parking facility shall

commence no later than 45 days of issuance of the building permit for the TD Bank building (Phase II). The Phase I improvements shall be completed no later than 10 months after the permit for Phase I is issued.

8. The on site landscaped area and number of trees planted shall be increased as much as possible to meet Code standards within the constraints of the site but no less than 11.47% landscaped area or 207 trees.

Section 2

Prior to issuance of the Certificate of Occupancy for Phase II, the owner shall make the following improvements or commitments to City:

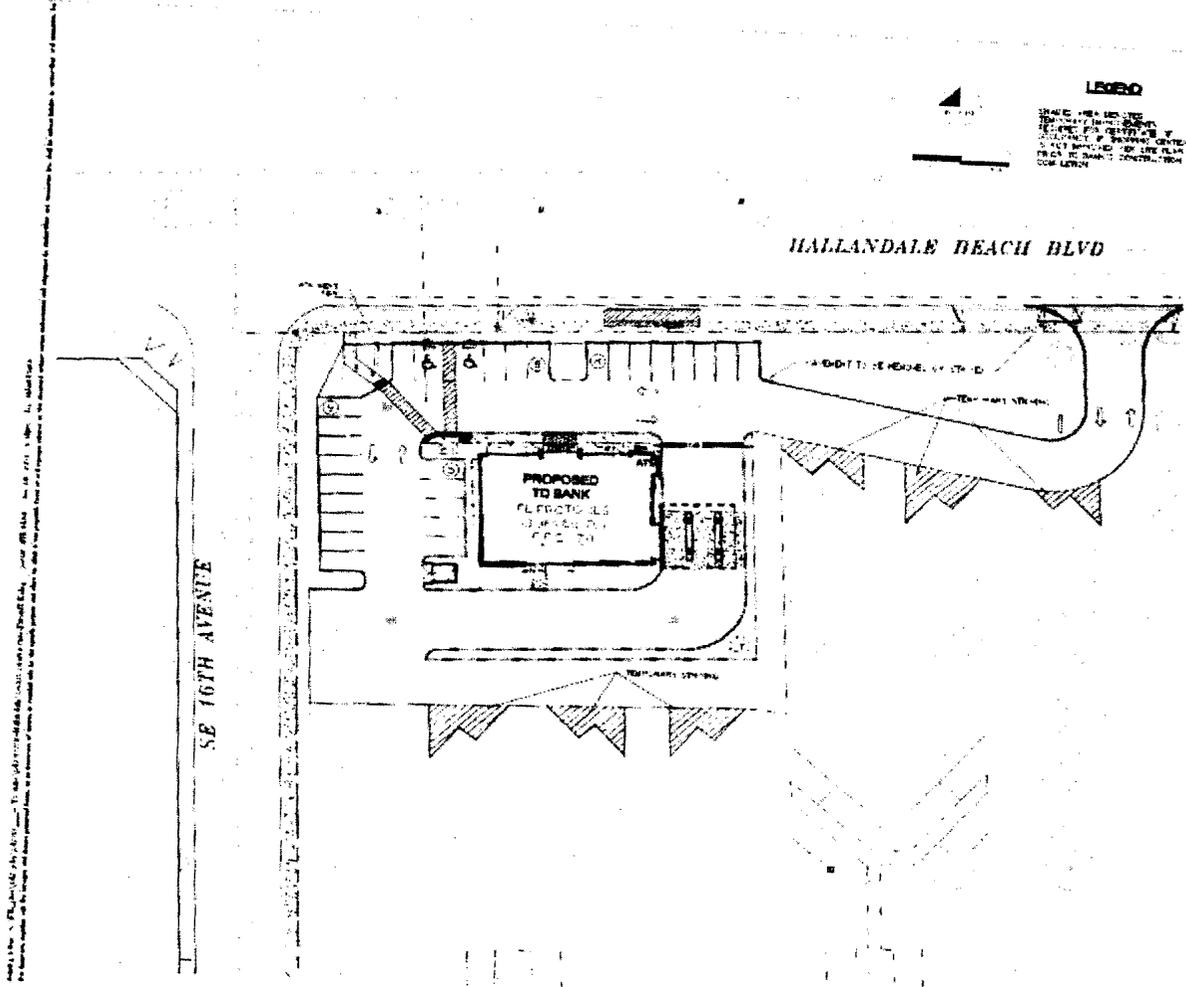
1. Payment to the City of traffic mitigation fee in the amount of \$22,597 according to City Ordinance.
2. Payment to the City of connection fees for water and sewer according to City Ordinance.
3. The owner shall contribute \$5,000 to the City for Crime prevention Programs.

Section 3

Prior to the issuance of the Certificate of Completion for the shopping center renovations (Phase I) the owner shall make the following improvements or commitments to the City:

1. The owner 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.
2. Installation of a five foot wide concrete sidewalk from the existing driveway on Church Street eastward to Layne Boulevard in order to complete the sidewalk network along said street.
3. Installation of a 6 foot high precast masonry wall along the rear property line for the portion of the property along Church Street across from residentially zoned property.
4. Contribution in the amount of \$10,000 for the construction of a landscaped median on SE 16th Avenue designed to the specifications of the City Engineer.

EXHIBIT "E" PHASE II IMPROVEMENTS



LEGEND

SHADE AREA INDICATES
EXISTING IMPROVEMENTS
DASHED LINE INDICATES
EXISTING PROPERTY LINE
SOLID LINE INDICATES
PROPOSED CONSTRUCTION
DOTTED LINE

ALL RIGHTS RESERVED BY THE ENGINEER AND ARCHITECT. THIS PLAN IS THE PROPERTY OF THE ENGINEER AND ARCHITECT AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM.

EXHIBIT "F"



November 29, 2010

Christy Dominguez
Planning & Zoning Department
Director
400 S Federal Hwy
Hallandale Beach, FL 33009

RE: Hallandale Beach Shopping Center
Green Components

Dear Christy:

The Hallandale Shopping Center while not a "LEED Certified" project will incorporate "green components" in it site re-design and in the building façade renovation. The TD Bank Out-Parcel is a LEED "Silver Certification" facility. While all of the remaining portion of the project will not be certified LEED, we have incorporated "GREEN" components. Below is a listing of what we are providing in addition to the outparcel improvements.

The shopping center site will utilize star energy compliant parking lot light fixtures, all irrigation will utilize water conserving valves and sprinkler heads, all façade materials will be from within 500 miles of the site affording us a green compliance, building lights shall all be energy compliant. Approximately 30% of all landscape material shall be xeriscape material.

I hope this meets your intended results for this facility as regards Green Building Initiatives. If you have any questions, as always I'm just a phone call away.

Very Truly Yours,
OCAMPO & ASSOCIATES, INC.

Raúl Ocampo, Jr.

Raúl Ocampo, Jr., NCARB, AIA
President
Florida Registration No. 6897
Florida Corporate Registration No. AAC1467
ROJ/emj

C:
File: \MASTER_All-DWG's_2010.dwg\C dwg's\C10122 - Hallandale Minor
Renovation\Correspondence\10_1129_cDominguez_Letter_Green Components.dwg