

DEVELOPMENT AGREEMENT

for

REDEVELOPMENT OF DIPLOMAT MALL

This agreement is entered into this 30<sup>th</sup> of July, 1998, between Hasam Realty and the City of Hallandale a municipal corporation organized and existing under the laws of the State of Florida.

FINDINGS OF FACT

This agreement is predicated upon the following facts:

- a. City of Hallandale Zoning and Land Development Code, Article IV, Section (22.04)(a) allows 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 22 "PDD" Planned Development District and the Design Guidelines Manual, the City has adopted rules and regulations establishing procedures and requirements for Development Agreements;
- c. Hasam Realty has requested the City of Hallandale to consider entering into a Development Agreement and proceedings have been taken into accordance with the aforementioned City of Hallandale rules and regulations as recited above;
- d. The Hallandale 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 for Diplomat Mall renovations, parking, landscape improvements, common site areas approved on April 21, 1998, and the future 12,000 sq. ft. commercial development approved under Application 20-97-C.P.
  - b. "Conceptual Project" shall mean the 12,000 square feet of additional commercial development and 215 residential units per Application #20-97-CP for a Concept Plan approved in concept by the City Commission on June 17, 1997.

c. "Owner" shall mean Hasam Realty Limited Partnership by Friedco Inc. hereinafter referred to as Hasam Realty and includes the property owner's successors, assignees, tenants, agents, 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 "C" attached hereto and made a part hereof.

a. The name of the project is Diplomat Mall located at 1725 E. Hallandale Beach Boulevard..

b. The name of the applicant is Hasam Realty Limited Partnership.

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 those uses permitted by the B-L Zoning District and all uses permitted under this agreement and in accordance with the Hallandale Comprehensive Plan.

b. Commercial Floor Areas

Existing Gross Leasable Floor Area	352,044 square feet
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(Future) 2 restaurants @ 6,000 square feet	12,000 square feet
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Total Commercial Gross Leasable Floor Area	364,044 square feet
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c. Offstreet Parking and Loading

A minimum of 1,449 parking spaces shall be provided for the commercial uses per Exhibit "C".

d. Please refer to Exhibit "C", as to setbacks, maximum height, open space and landscaping and other applicable site development standards of the project.

- e. All plans shall provide detailed design data subject to final approval by the City Manager during the building permit process. Should the City Manager require revisions including but not limited to facade treatment, signage, additional landscaping, revised walkways, etc., then details must be revised to meet the City Manager's approval of the design at the most conservative basis, even though such designs may be more conservative or demanding than the South Florida Building Code or other Codes.

#### 4. Development Schedule - Phasing of Project

##### a. Phasing of Project

The Project will be constructed in two (2) phases as follows:

- (1) Phase I - Completion of interior renovations for Winn Dixie Marketplace.
- (2) Phase II - All parking and landscaping improvements per Conditions of Approval enumerated in item eleven (11.).

The Conceptual Project will be constructed in 2 phases as follows after all necessary approvals, such as a Major Development Review, rezonings as applicable are obtained.

- (3) Phase III - Future 12,000 square feet of restaurant space per Application #20-97-CP for a Concept Plan.
- (4) Phase IV - Future residential development

##### b. The phasing plan described above is for illustrative purposes only and is subject to modification by the developer within the constraints imposed herein except

- (1) upon commencement of a project phase all construction shall be carried out in a continuous and efficient manner,
- (2) upon a construction delay relative to a particular phase of the project, if such project delay lasts longer than thirty (30) days, the property owner shall notify the City within thirty (30) days prior to the due date of the delay and remedies to resume construction.

##### c. Completion of Project. Owner agrees to diligently prosecute to completion the construction of the Project and to complete construction as follows:

- (1) Phase I within one (1) year after the actual date construction begins.
- (2) Phase II shall be completed within 15 months after construction of Winn Dixie begins.

The completion schedule for Phase III and IV for future development will be developed at the time Major Development Plan is approved and will be addressed as an amendment to this Development Agreement.

5. Special Conditions.

- a. See attached Exhibit "B" for list of conditions.
- b. 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 21 days, notify the Developer that such conditions have either been found to be completely satisfied, or found to be not completed as with a list of deficiencies should the work not be found to be completed the City may find.

6. Public and Private Dedications, Reservations, and Conveyances. The Owner shall provide an easement 3 feet wide by 22 feet in length abutting the 4 bus shelter locations on East Hallandale Beach Boulevard for purposes of relocating a portion of the shelters on site to improve pedestrian access to the public sidewalk. The easement is to run with the use of the area for bus shelters.

7. Exhibits and Controlling Documents. The following documents are made a part thereof by this reference:

- a) The Code of Ordinances of the City of Hallandale
  - b) The Development Plans and Specifications filed with the City
- a. 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.
  - b. 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 (22.10)(a)-(c).

8. Amendments.

- a. Any amendment to this agreement other than those changes identified in paragraph 3.b. 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.
- b. In the event the Owner elects to pursue Phase IV, a Major Development Plan, an Amendment to this Agreement, and all applicable approvals shall be required.

9. Building Permits and Certificates of Occupancy. The City agrees to issue to the Owner, upon application and approval, all required building permits, approvals or other required permits and Certificates of Occupancy for the construction, use and occupancy of the project, subject to compliance with the permit applications, this agreement and the most current South Florida Building Code Broward County Edition, as amended from time to time.

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.

It is further understood and agreed that failure to fulfill any provision of this Agreement, the Major Development Plan, or the conditions of approval, which are conditions of a specific building permit, may result in non-issuance of certificates of occupancy, certificates of completion, or other regulatory approvals 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.

10. Binding Effect of Agreement. This agreement shall be binding upon the Owner and the City and upon any successive owners, their respective assignees, successors, including any mortgagees who acquire title by deed or foreclosure, legal representatives, heirs and beneficiaries (as applicable) upon acquiring any interest in the property and shall run with the land. This Agreement shall be recorded in the public records of Broward County, Florida.

11. Periodic Review of Compliance with Agreement.

- a. Upon completion of the Project as set forth in paragraph (9), the City shall review this agreement at least once every twelve (12) months from the date this agreement is executed.

- b. During each periodic review by the City the Owner is required to demonstrate good faith compliance with the terms of this agreement. The Owner agrees to furnish such evidence of good faith compliance as the City in the exercise of its discretion may require.
12. Breach of Agreement. In the event that the Owner has materially breached the Development Agreement, the Owner shall commence to cure the breach within thirty (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. The owner may request an amendment to the Completion Schedule in accordance with paragraph 8 above.
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 owner's 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 owner's activities in connection with the Project.
14. Monitoring Official. The City of Hallandale 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.
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.

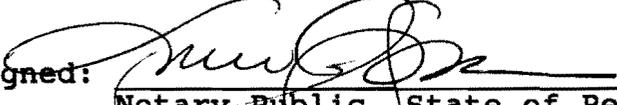
However, nothing herein shall prevent the City, in its discretion, from accepting bonds or letters of credit in lieu of any specific improvement, on site or off site, being completed within a specified time period.

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



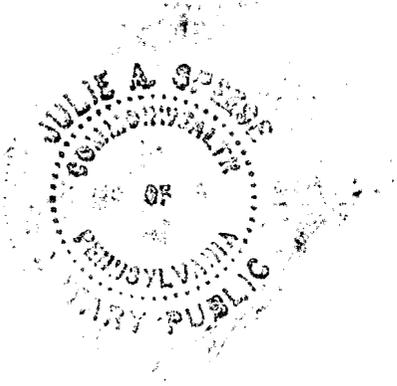
STATE OF PENNSYLVANIA )  
 ) ss:  
COUNTY OF MONTGOMERY )

The foregoing instrument was acknowledged before me on this  
20<sup>th</sup> day of July, 1998, by Jack M. Furrand,  
as : of Friedco LLC., <sup>Member.</sup> ~~general partner~~ He is personally  
known to me ~~or has produced~~ \_\_\_\_\_  
as identification and did (~~did not~~) take an oath.

Signed:   
Notary Public, State of Pennsylvania

Print: Julie A. Speese

My Commission expires: \_\_\_\_\_



Notarial Seal  
Julie A. Speese, Notary Public  
Limerick Twp., Montgomery County  
My Commission Expires Feb. 19, 2001  
Member, Pennsylvania Association of Notaries



**EXHIBIT "B"**

**CONDITIONS OF COMMISSION APPROVAL**

**Application # 5-98-DB by Diplomat Mall**

**General Comments:**

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, South Florida Building Code, the City Design Guidelines Manual, any other applicable Code, and the approved Major Development Plan.

1. The exterior colors of Winn Dixie shall match the existing Mall. Architectural compatibility and continuous facade treatment as required by Article VII Section 6.05 and 7.08 and the City's Design Guidelines Manual Section 2.1 will be adhered to.
2. The existing conditions of the front parking lot will be corrected as follows:
  - a. Provide one tree in all existing landscape islands.
  - b. Restriping of the parking lot from 10 feet to 9 feet in width to allow for 5 foot wide interior and terminal landscape islands in the parking lot wherever feasible.
  - c. Install a hardy ground cover, hedge, or shrubbery in landscape islands which are bare and in need of sodding.
  - d. Install an irrigation system to all landscaped areas.
  - e. Remove all existing ficus trees along East Hallandale Beach Boulevard and install Royal Palms of a minimum of 20 feet in height planted to provide one tree every 20 feet.
  - f. Replace all dead or unhealthy trees in the parking lot.
  - g. Fix all areas in the parking lot damaged by uprooting, sealcoat and restripe parking lot.
  - h. In addition to required trees, all parking islands adjoining circulation driveways shall be landscaped with decorative ground cover and shrubbery, not just sodded.

3. The bascart area in the entrance to the store shall be enclosed as required by Code. Cart maintenance shall provide that no carts are to be stored under the covered walk, or outside. Carts will be cleared from the parking lot every 30 minutes, and cleared from the cart corrals once an hour during open hours. Cart corrals shall be cleared more frequently if they become 3/4 full. No carts shall remain in the parking lot after hours.
4. Loading areas shall not be used for any outside storage, display or sale including but not limited to storage of paper or cardboard, trash outside of designated enclosures, cargo, goods, or carts.
5. Parking lots, walkways, covered walks, and landscape areas shall not be used for outside sales except as provided by law.
6. Existing trees not in islands shall be landscaped and curbed as possible without interfering with parking.
7. Trees planted in new parking islands shall be consistent with other landscaping on site. The landscape plan shall be subject to the City Manager's approval.
8. The bus shelters referenced in item #6 of this agreement shall be relocated to the new easement area by the City. The Applicant shall contribute \$4,500 towards the cost of relocating the shelters.