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400 S. Federal Highway
Hallandale Beach, Florida 33009



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OR BK 32249 PG 1296

RECORDED 10/10/2001 10:15 AM
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BEVERLY COUNTY
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DEVELOPMENT AGREEMENT
for
Hampton Inn Project

This agreement is entered into this Aug. 21, 2001, between Hallandale Group Limited Partnership, a Florida limited partnership and the City of Hallandale Beach, a Florida municipal corporation ("City").

FINDINGS OF FACT

This Agreement is predicated upon the following facts:

- a. City of Hallandale Beach 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. Owner has requested the City of Hallandale Beach to consider entering in a Development Agreement and proceedings have been taken in accordance with the aforementioned City of Hallandale Beach rules and regulations as recited 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 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 on August 21, 2001 under Application #44-00-DB for construction of a 151 room hotel with adjacent 7,200 square foot commercial structure located at 1000 South Federal Highway including parking and landscape improvements, as more specifically set forth in the plans for the project as Exhibit "C".

- b. "Owner" shall mean Hallandale Group Limited Partnership, a Florida limited partnership, by and through its general partner, Hallandale Group, Inc., a Florida corporation, hereinafter referred to as Owner 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 "A" attached hereto and made a part hereof.
- a. The name of the project is the "Hampton Inn" located at 1000 South Federal Highway.
- b. The name of the applicant is Hallandale Group Limited Partnership, a Florida 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 provided that they do not retroactively cause a nonconforming use. 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 B-L (Business Limited) District. Planned Development Overlay District and all uses permitted under this Agreement and in accordance with the Hallandale Beach Comprehensive Plan.
- b. Permitted Development. 151 room hotel with adjacent 7,200 square foot commercial building of which 40% of floor area is approved for restaurant use.
- c. Parking. 187 parking spaces shall be provided per Exhibit "C".
- d. Please refer to Exhibit "C" , the site development plans as to setbacks, maximum height, open space and landscaping and other applicable site development standards of the project. Exhibit "C" shall be

maintained in the City of Hallandale Beach City Clerk's Office.

- e. Developer shall limit the egress on South Federal Highway to a right turn only into the southbound lane.
- f. All plans shall provide detailed design data subject to final approval by the City Manager during the building permit process. The owner agrees to comply with all local, county, state and federal laws pertaining to this construction.

4. 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 Hampton Inn Hotel, and all parking and landscaping areas.
- (2) Phase II - A 7,200 square foot commercial building.

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

5. Special Conditions.

- a. See attached Exhibit "B" for list of conditions imposed by the City.
- 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 the 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 and the City will provide the Developer with a list of deficiencies.

6. Public and Private Dedications, Reservations, and Conveyances.

- a. The Owner shall dedicate a 12 foot wide utility easement on the eastern border of the project. Said easement shall run parallel to and be contiguous to

the western border of State Road 5, U.S. 1, Federal Highway.

- b. An access easement has been granted by Plat in the event that future development to the south of the Project requires access through the site to utilize the existing median opening.
 - c. A 10.8 foot Easement recorded in ORB 4290, page 907 BCR for the purpose of servicing a single family residence on the site (recently demolished) will be vacated separate recorded instrument.
 - d. The owner shall dedicate a 6 foot by 13 foot easement to accommodate a bus shelter on the property.
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 Beach.
 - b. The Development Plans and Specifications filed with the City.
 - c. The City of Hallandale Beach Design Guidelines Manual.
 - d. 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.
 - e. 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. 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.
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 conditions, 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, including any 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 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. 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.
11. 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 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.
12. Hold Harmless. Owner agrees to and shall hold the City, its officers, agents, employees, and representatives harmless from liability for damage or claims for damage for personal injury including death and claims for property damage which may arise from the direct or indirect operations of the Owner or those of 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 connect with the Project.

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

15. 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, 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
 Attn.: City Manager
 400 South Federal Highway
 Hallandale Beach, FL 33009
 (954) 457-1300 - telephone
 (954) 457-1342 - fax

- (2) If to the Owner:

Hallandale Group Limited Partnership
 c/o Turnberry Associates
 19501 Biscayne Boulevard
 Suite 400
 Aventura, Florida 33180
 (305) 937-6200 - telephone
 (305) 933-5509 - fax

16. Effective Date of the Agreement. This agreement shall become effective on the Hallandale City Commission approval and execution by the Owner and City Manager of the City.

17. Severability. In the event that any portion or section of this agreement is determined to be invalid, illegal or unconstitutional by a court of competent jurisdiction, such decision shall in no matter 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.

Approved as to form: _____

City of Hallandale Beach

Mark Goldstein
Mark Goldstein
City Attorney

By: R. J. Tatindola
R. J. Tatindola
City Manager

Attest: Ann Harper
Ann Harper (City Clerk)

Witnesses

Hallandale Group, LP

Rona Asman
RONA ASMAN
State of Florida
STATE OF FLORIDA

By: [Signature]
President of Hallandale
Group, LP Inc. a Florida Corporation,
General Partner of Hallandale Group LP

COUNTY OF ~~BROWARD~~ MIAMI-DADE

The foregoing instrument was acknowledged before me on this 20 day of August 2001, by [Signature] as President of Hallandale Group, Inc. General Partner. He is personally known to me or has produced _____ as identification and did (did not) take an oath.

Signed: Cynthia C. Cooper
Notary Public
State of Florida

Print: Cynthia C. Cooper
My Commission Expires: _____

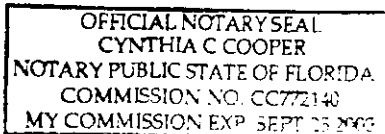


EXHIBIT "B"
CONDITIONS OF COMMISSION APPROVAL

Application #44-00-DB by Hallandale Group Limited Partnership

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.

The listed conditions incorporates conditions as stipulated in the Growth Management Staff Report on Application #44-00-DB dated August 2, 2001.

1. The developer shall comply with the list of conditions as enumerated herein prior to the issuance of a Certificate of Occupancy for the development.
2. The property shall be replatted as required by the City and Broward County and the plat recorded prior to issuance of the building permit for the development.
3. Submission of hydraulic analysis of water system and sewer system showing adequate provision of fire and domestic use demand or upgrading the existing systems to the satisfaction of the City Engineer.
4. City will accept proposed water main layout, which has backflow preventers and meters near the building instead of the property line. The Developer's agreement should contain language to the effect that Hampton Inn will maintain ownership of the water main within the property and will be responsible for the maintenance from the property line to the and including the building. This includes the hotel as well as any future out parcel.
5. The City has hired a consultant to study the effect of future development on the lift station for the area and to recommend any necessary upgrades to system resulting from the new development demand. The City reserves the right to pass a special assessment or fee based on the cost of any necessary improvements and Hampton Inn's contribution to the increased demand.
6. Drainage calculations shall be required at time of permitting and must comply with governing regulatory agency requirements regulations and City Criteria to retain a 5 year 1 hour storm on site.

7. Southeast 9 Street shall be improved with sidewalks, curb and gutters on both sides of the street and proper drainage must be installed for the length of the development. The road shall be reconstructed, realigned and shifted northward by 4 feet. The developer shall bond for these improvements for future construction of SE 9 Street when the parcel located at 900 South Federal Highway is developed. In the interim, the developer, will provide a tie in to existing SE 9 Street configuration.
8. Landscaping, including tree species and height of trees shall be at least at the minimum represented on the planting plan and schedules of the Major Development Plan.
9. The developer shall install specialty brick pavers at the entrance driveway to the project on South Federal Highway as represented on the development plan.
10. The developer shall relocate the proposed fence on SE 9 Street right-of-way to the property line.
11. A pedestrian access shall be provided to the two dumpster enclosures.
12. The developer shall grant the City an easement 6 feet by 13 feet in length for a bus shelter. The developer agrees to pay the City \$20,000 for the cost of the bus shelter on the property prior to the issuance of the Certificate of Occupancy for Phase II of the project. The City will install the bus shelter.
13. Traffic control and informational on-site signage shall meet the specifications outlined in the City's Design Guidelines Manual.
14. Execution of Development Agreement pursuant to Article IV Section 22.04(a) stipulating agreed conditions of the negotiated process satisfactory to the City.