

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (this "**Agreement**") is made and entered this 22 day of JANUARY, 2008 by and between **Hallandale Park Central Development, LLC**, a Florida limited liability company, whose mailing address is 425 North Federal Highway Hallandale Beach, Florida 33009 (the "**Developer**") and 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**").

WITNESSETH:

WHEREAS, Developer is the owner of that property located in the City of Hallandale Beach generally located at 301 North Federal Highway and 507 NE 4th Street, more particularly described on Exhibit "A" attached hereto (the "**Property**"); and

WHEREAS, the Developer proposes to construct a mixed-use building on the Property with 372 multi-family residential units and 20,200 square feet of retail/commercial space with no greater than 3,400 square feet of restaurant space (the "**Proposed Development**"); and

WHEREAS, the Developer submitted applications to the City for: (i) a change of land use of the Property from Residential Medium Density (RMD) to High Density-2 (HD-2); (ii) rezoning of the Property to add the Planned Development District Overlay; (iii) rezoning of the Property from RM-18 to RM-HD2; (iv) major development approval for the Proposed Development (the "**Site Plan**"); (v) conditional use to permit residential use on a commercial designated parcel; (vi) replat of the property; (vii) vacation of right of way; and (viii) allocation of 257 residential flex units; and

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

WHEREAS, City and Developer desire to enter into this Agreement to provide for the terms and conditions upon which the Property can be developed in accordance with the Site Plan.

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.

cc approved
1/22/08

2. **Permitted Uses.** The Property may be developed with those uses permitted in the Business General and Planned Development zoning districts as of the date of this Agreement, together with residential use as a conditional use, as follows:

<u>Residential:</u>	372 multifamily dwelling units
<u>Retail/Commercial:</u>	20,200 square feet (maximum of 3,400 square feet of restaurant use)

Developer acknowledges and agrees that in order to develop residential use on the Property, an allocation of 257 flexibility units will be made to the Property by the City Commission in accordance with the flexibility rules of the City of Hallandale Beach and Broward County Comprehensive Plan.

In the event, within 18 months of the effective date of this Development Agreement, the City has not commenced a land use plan amendment which effectively recaptures the flexibility units allocated to the Proposed Development, the Developer agrees to file and process to completion, at its sole cost and expense, a small scale amendment to the Broward County land use plan map which increases the permitted density on the Property pursuant to the County land use plan to 50 units per net acre, consistent with the small scale amendment approved by the City Commission to permit the Proposed Development pursuant to the Flexibility Rules of the Broward County and City land use plans; and, if deemed necessary by the City Manager, a small scale amendment to the City land use plan designation for the Property will also be processed to re-designate the Property to an alternative City category which permits the Proposed Development.

Developer shall, with the cooperation of the City, process the requisite recertification for the City small scale land use plan amendment(s), as expeditiously as possible, and, if required after the adoption, if any, of the aforesaid County small scale land use plan amendment.

3. **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," which reflects the following waivers:

- (a) Reduction of the minimum floor area requirements for 1 bedroom units from 1000 square feet to 750 square feet and for 2 bedroom units from 1,100 to 932-1,069 square feet;
- (b) Reduction of the landscape perimeter buffer from 10 feet to 5 feet to accommodate the parking configuration and drive aisle width along the northeast corner of the parking garage.
- (c) Waiver of the landscape area requirements to permit these requirements to be satisfied in the future by the City's development of a public park on the Park Parcel (as defined below) such that at the time of issuance of a certificate of

occupancy the required landscape area for the Proposed Development will be deemed to be reduced from 35% to 12.9% so long as the Developer has dedicated the Park Parcel as provided herein.

4. **Special Conditions.** The Developer, its successors and assigns, shall comply with the conditions of major development approval which are set forth in Exhibit "C" hereto. 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, as applicable pursuant to Exhibit "C," 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.

5. **Payment of Future Exactions.** With regards to the conditions set forth in Exhibit "C," the City represents that it may enact impact fee ordinance(s) or other regulatory or assessment programs to fund infrastructure improvements associated with new development, including, but not limited to: traffic, transit, utility, recreation improvements (the "Future Exactions"). Should the City enact regulation(s) or approve programs imposing Future Exactions within 3 years of Developer obtaining a certificate of occupancy for the Proposed Development, Developer shall pay such Future Exactions as may be established pursuant to such regulation(s) or programs. However, the City will reduce the required Future Exactions for the Proposed Development in an amount equal to that spent by the Developer for the reasonable costs of the infrastructure improvements set forth in Exhibit "C" which mitigate the same infrastructure impacts as mitigated by the Future Exactions. If the Developer spends more than the amount established by the Future Exactions, there shall be no credit beyond the reduction in the Future Exactions described above. Developer further acknowledges and agrees that, with respect to the payment of Future Exactions, it has no vested rights and the City shall not be estopped from assessing and collecting same, as provided herein

6. **Controlling Documents.** The Site Plan is hereby incorporated herein by reference. There shall be strict adherence to this Agreement and the Site Plan, subject to minor modification by the City Manager in his 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.

7. **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 Certificates of Occupancy for the construction, use and occupancy of the Proposed Development, subject to Developer's compliance with all applicable codes, ordinances, regulations, the Site Plan and this Agreement.

8. **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.

9. **Release or Modification.** 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. **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.

11. **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.

12. **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 his behalf which relate to the Proposed Development, except for claims arising from the negligence of the City or its employees. Developer agrees to and shall defend the City and its officers, agents, employees, and representatives from actions for damages, suits and/or challenges, and shall pay for any legal expenses related thereto, arising from the City's approvals of the Proposed Development and/or caused or alleged to have been caused by reason of Developer's activities in connection with the Proposed Development, except for claims arising from the negligence of the City or its employees.

12. **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.

13. **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.

14. **Notices.** Any notice, demand or other communication required or permitted under the terms of this Agreement shall be in writing, made by telegram, telex or electronic transmitter, Federal Express, Express Mail or other similar 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 telegram, telex or electronic transmitter; one (1) business day after sending, if sent by Federal Express, Express Mail or other similar 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 400 South Federal Highway Hallandale Beach, FL 33009 (954) 457-1375 – phone (954) 457-1488 – fax

If to Developer:

Hallandale Park Central Development,
LLC
Attn: Mr. Louis Birdman
425 North Federal Highway
Hallandale Beach, FL 33009
(954) 922-6070 -- phone
(954) 921-5080 -- fax

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

15. **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.

16. **Effective Date.** This Agreement shall become effective upon execution by all parties.

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:

Shawn Canada
, City Clerk

D. Mike Good
D. Mike Good, City Manager
EM

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

[Signature]
City Attorney

01.27.09

EXHIBIT "A"

LEGAL DESCRIPTION

A parcel of land including portions of Public Right of Way located between the Easterly limits of Block 6 and Westerly points of Block 5, the Public Right of Way between the Northerly limits of Block 5 and the Southerly limits of Block 4 and all of Block 6 and portions of Block 4 and 5 including alleys of "HOLLYWOOD PINES ESTATES", according to the Plat thereof, as recorded in Plat Book 6 at Page 41, of the Public Records of Broward County, Florida, said parcel lying in Section 22, Township 51 South, Range 42 East, being more particularly described as follows:

The Point of Beginning being the Southeast corner of Lot 9, Block 5 of said "HOLLYWOOD PINES ESTATES", according to the Plat thereof, as recorded in Plat Book 6 at Page 41, of the Public Records of Broward County, Florida; Thence South 88°05'44" West along the Southerly line of said Block 5, the Westerly prolongation of the Southerly line of said Block 5, and the Southerly line of Block 6 of said "HOLLYWOOD PINES ESTATES", for a distance of 801.64 feet to the point at curvature of a circular curve concave to the Northeast and having a radius of 25.00 feet; Thence Northwesterly through a central angle of 90°14'18" for an arc distance of 39.37 feet to a point of tangency with the Westerly limits of said Block 6;

Thence North 01°39'58" West along the Westerly line of said Block 6, for a distance of 180.26 feet to the point of curvature of a circular curve concave to the Southeast and having a radius of 25.00 feet;

Thence Northeasterly through a central angle of 89°55'02" for an arc distance of 39.23 feet to a point of tangency with the North line of said Block 6;

Thence North 88°15'04" East along the North line of said Block 6 and the Easterly prolongation of the North line of said Block 6, for a distance of 441.30 feet to the point of curvature of a circular curve concave to the Northwest and having a radius of 25.00 feet.

Thence Northwesterly through a central angle of 90°02'00" for an arc distance of 39.28 feet to a point of tangency with the Southerly prolongation of the Westerly line of Block 4 of said "HOLLYWOOD PINES ESTATES", according to the Plat thereof, as recorded in Plat Book 6 at Page 41, of the Public Records of Broward County, Florida;

Thence North 01°46'56" West along the Westerly line of said Block 4 and its Southerly Prolongation, for a distance of 211.97 feet to the point of curvature of a circular curve concave to the Southeast and having a radius of 25.00 feet;

Thence Northeasterly through a central angle of 90°02'00" for an arc distance of 39.28 feet to a point of tangency with the North line of said Block 4;

Thence North 99°15'04" East along the Northerly line of said Block 4 and the Easterly prolongation of the North line of said Block 4, for a distance of 395.00 feet to the point of curvature of a circular curve concave to the Southwest and having a radius of 25.00 feet;

Thence Southeasterly through a central angle of 46°01'17" for an arc distance of 20.08 feet to a point lying on the Westerly Right of Way Line of State Road 5, U.S. 1, North Federal Highway, according to the Florida Department of Transportation Right of Way Map, State Project Number 86010-2510, as recorded in the Public Records of Broward County, Florida in Right of Way Map Book 13, Page 11, dated January 29, 1998;

Thence South 01°46'56" East along said Westerly Right of Way Line a distance of 196.70 to the point of curvature of a non-tangent circular curve concave to the Northwest having a radial bearing of South 47°50'12" East and a radius of 25.00 feet;

Thence South 01°46'56" East for a distance of 112.91 feet to the point of curvature of a circular curve concave to the Northeast and having a radius of 100.00 feet; the following three courses are along the said Existing Westerly Right of Way line of State Road 5, U.S. 1, North Federal Highway;

Thence Southeasterly through a central angle of 16°45'40" for an arc distance of 29.25 feet to a point of reverse curvature of a circular curve concave to the Southwest and having a radius of 100.00 feet;

Thence Southeasterly through a central angle of 16°45'40" for an arc distance of 29.25 feet to a point of tangency;

Thence South 01°46'56" East a distance of 101.50 feet to a point on a non-tangent curve concave to the Northwest having a radial bearing of South 47°50'12" East and a radius of 25.00 feet;

Thence Southwesterly through a central angle of 45°55'56" for an arc distance of 20.04 feet to the point of tangency with Southerly line of said Block 5;

Thence South 88°05'44" West, along the South line of said Block 5, a distance of 85.05 feet to the Point of beginning.

Said lands lying and situate in the City of Hallandale Beach, Broward County, Florida and containing an area of 326,100 square feet, (7.486 acres) more or less.

Exhibit "B"

COMPENSATION SHEET DATA

PROJECT NAME: PARK CENTRAL
 PROJECT ADDRESS: 10000 HALLANDALE BEACH BLVD., HALLANDALE, FL 33024
 PROJECT NO.: 10000
 SHEET NO.: 10000-1

DATE: 10/15/03
 DRAWN BY: J. J. [Name]
 CHECKED BY: [Name]
 APPROVED BY: [Name]

SCALE: 1/8" = 1'-0"
 DATE: 10/15/03

PROJECT NO.: 10000
 SHEET NO.: 10000-1

DATE: 10/15/03

SCALE: 1/8" = 1'-0"

DATE: 10/15/03

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DATE: 10/15/03

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DATE: 10/15/03

SCALE: 1/8" = 1'-0"

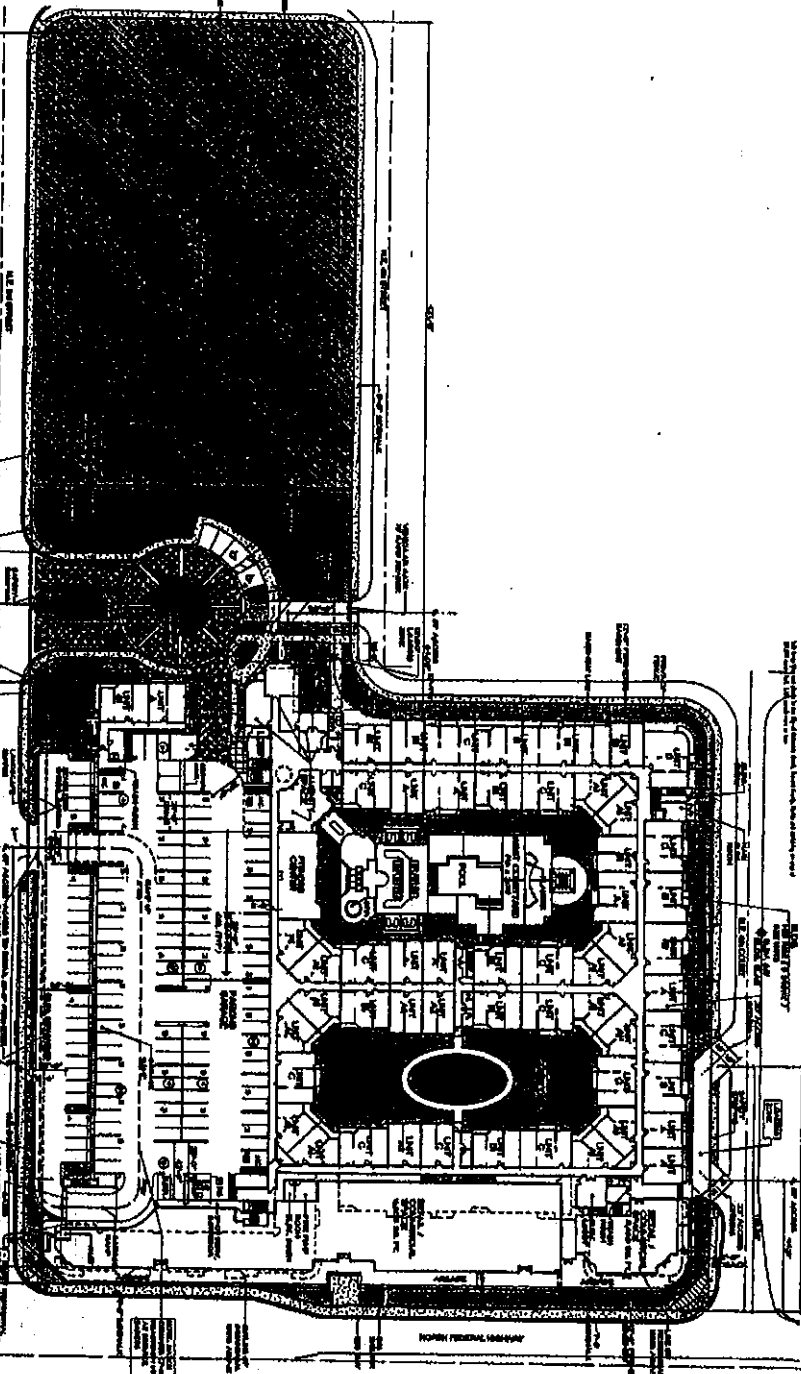
DATE: 10/15/03

GENERAL NOTES:
 1. ALL DIMENSIONS ARE FROM FINISHED GRADE UNLESS NOTED OTHERWISE.
 2. ALL DIMENSIONS ARE FROM FINISHED GRADE UNLESS NOTED OTHERWISE.
 3. ALL DIMENSIONS ARE FROM FINISHED GRADE UNLESS NOTED OTHERWISE.
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 10. ALL DIMENSIONS ARE FROM FINISHED GRADE UNLESS NOTED OTHERWISE.

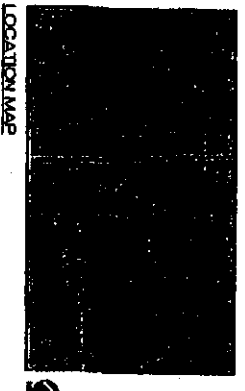
11. THE PROPERTY IS ZONED R-1 (RESIDENTIAL SINGLE-FAMILY) PER
 HALLANDALE BEACH, FLORIDA. THE PROPOSED DEVELOPMENT IS
 COMPATIBLE WITH THE ZONING REGULATIONS. THE PROPOSED
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MASTER SITE PLAN
 SCALE: 1/8" = 1'-0"

10-001-1
 10/15/03



NOTES:
 1. ALL DIMENSIONS ARE FROM FINISHED GRADE UNLESS NOTED OTHERWISE.
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MSA ARCHITECTS
 ARCHITECTURE & PLANNING

MSA ARCHITECTS, INC.
 10000 HALLANDALE BEACH BLVD., SUITE 100
 HALLANDALE, FLORIDA 33024
 TEL: 305-555-1000
 FAX: 305-555-1001
 WWW.MSAARCHITECTS.COM

PARK CENTRAL
 LOCATED AT:
 HALLANDALE BEACH, FLORIDA

NO.	DESCRIPTION	DATE
1	ISSUED FOR PERMITTING	10/15/03
2	ISSUED FOR PERMITTING	10/15/03
3	ISSUED FOR PERMITTING	10/15/03
4	ISSUED FOR PERMITTING	10/15/03
5	ISSUED FOR PERMITTING	10/15/03
6	ISSUED FOR PERMITTING	10/15/03
7	ISSUED FOR PERMITTING	10/15/03
8	ISSUED FOR PERMITTING	10/15/03
9	ISSUED FOR PERMITTING	10/15/03
10	ISSUED FOR PERMITTING	10/15/03

EXHIBIT "C" HALLANDALE PARK CENTRAL, LLC

EXHIBIT "C"

Conditions

1. In the event the improvements listed below are not otherwise constructed, under construction or planned and/or programmed by another entity at the time Developer obtains its first building permit for the Proposed Development, Developer shall, prior to the issuance of a certificate of occupancy for the Proposed Development, complete the following improvements:
 - (a) Developer agrees to provide storm water improvements for the following City street right-of-way limits 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:
 - 1.) Northeast 3rd Street: from North Federal Highway to Northeast 3rd Avenue, including the intersection of Northeast 3rd Street and Northeast 3rd Avenue;
 - 2.) Northeast 3rd Avenue: from Northeast 3rd Street to 4th Street, including the intersections of Northeast 3rd Avenue and Northeast 4th Street;
 - 3.) Northeast 4th Street: from Northeast 3rd Avenue to Northeast 4th Avenue, including the intersection of Northeast 4th Street and Northeast 4th Avenue;
 - 4.) Northeast 4th Avenue: from Northeast 4th Street to Northeast 4th Court, including the intersection of Northeast 4th Avenue and Northeast 4th Court;
 - 5.) Northeast 4th Court: from Northeast 4th Avenue to North Federal Highway;
 - (b) Developer agrees to prepare and submit Drainage Calculations demonstrating storm water runoff generated by the 5-Year, 1-Hour storm event, will be contained by the storm water improvements proposed for the above mentioned street right-of-way limits. No stormwater drainage systems shall be installed within the boundaries of the Park Parcel", more fully described below. Developer agrees to design storm water improvements in accordance with any applicable requirements set forth by the Surface Water Management Licensing Section of the Broward County Environmental Protection Department.
 - (c) Developer agrees to reconstruct Northeast 3rd Street from North Federal Highway to Northeast 3rd Avenue in order to provide a "Two-Way Left Turn Lane." The proposed reconstruction will include the intersection of Northeast 3rd Street and

Northeast 3rd Avenue, and a portion of Northeast 3rd Street just west of the aforementioned intersection, as required to provide the lane transitions to address street alignment/offsets east and west of the subject intersection. The required length of the lane transitions shall be determined by the design speed of the Northeast 3rd Street improvements and all applicable road design criteria set forth by Broward County and the Florida Department of Transportation ("FDOT").

- (d) Developer agrees to provide 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:
- 1.) Northeast 3rd Avenue: from Northeast 3rd Street to Northeast 4th Street, including the intersection of Northeast 3rd Avenue and Northeast 4th Street;
 - 2.) Northeast 4th Street: from Northeast 3rd Avenue to Northeast 4th Avenue, including the intersection of Northeast 4th Street and Northeast 4th Avenue;
 - 3.) Northeast 4th Avenue: from Northeast 4th Street to Northeast 4th Court, including the intersection of Northeast 4th Avenue and Northeast 4th Court
 - 4.) Northeast 4th Court: from Northeast 4th Avenue to North Federal Highway;
- (e) Developer agrees to remove the existing street connection for Northeast 4th Street at North Federal Highway and the existing bus bay at North Federal Highway south of the aforementioned street connection. Developer agrees to construct a new southbound right turn lane on Federal Highway at the intersection of NE 3rd Street in accordance with the design requirements of Broward County and FDOT. In association with the construction of the new southbound right turn lane on North Federal Highway, the Developer agrees to construct a concrete bus landing and bus shelter pad and dedicate an 8'x14' bus shelter easement as per the design requirements set forth by the Broward County Office of Transportation and Mass Transit Division.
- (f) Developer agrees to accept responsibility for any required modifications to the existing drainage system for North Federal Highway, as may be necessary based upon the removal of the existing street connection and bus bay at the intersection of NE 4th Street and North Federal Highway construction of a southbound right turn lane on North Federal Highway at the intersection of NE 3rd Street.
- (g) Subject to approval by Broward County, Developer agrees to modify the intersection of Northwest 3rd Street and Dixie Highway by adding an eastbound right turn lane. If required, signal re-timing would be provided by Broward County.

- (h) Developer agrees to modify the intersection of Northeast 3rd Street and Federal Highway by adding an eastbound left turn signal with protective phasing, as approved by Broward County and the Florida Department of Transportation. If required, signal timing would be provided by Broward County. Developer may select to provide funds to Broward County to construct improvements as part of a larger County roadway project.
- (i) 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 a 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.

City hereby agrees to commence construction of a 12 inch water line to provide service to the Proposed Development at the "point of connection" identified on Exhibit "D". The City will commence such construction no later than 90 days from the date of issuance of a building permit for the Proposed Development and City will complete such water line construction within 270 days of commencement. Developer shall be responsible for that portion of this 12 inch water line identified on Exhibit "D" attached hereto and incorporated herein.

Construction of all traffic signalization shall be in conformance with the most current BCTED and Florida Department of Transportation standards and specifications, and such construction shall be subject to the approval and permitting requirements of these same two agencies, as applicable.

2. The Developer shall pay the connection fees for water and sewer service as provided for by applicable City ordinances or City approved rate schedule and shall be provided a credit for service meters which served the prior uses on the Property, which credit shall be equal to the maximum gallons per day of water and sewer service provided to the prior uses on the Property converted to the number of "ERU's" which would have been required for such uses had the City's rate schedule adopted pursuant to Ordinance No. 2008-26 been in effect when the prior uses were in operation.

3. The Developer shall pay the applicable sewer plant capacity charge as required by the City of Hallandale Beach pursuant to the terms of the City's Large User Agreement the Developer shall also pay additional fees should the City Commission adopt a Municipal Sewer Plant Capacity Impact Fee prior to issuance of a building permit for a principal structure, subject to applicable credits as provided in Paragraph 2 above.

4. Within 120 days of the date upon which this Development Agreement is executed by the City, Developer and City shall enter into a separate agreement regarding the dedication of the parcel described on Exhibit "E", as "the Park Parcel", which agreement is referred to herein as the "Park Dedication Agreement". The Park Dedication Agreement shall provide that:

a. The Developer shall convey the Park Parcel to the City in perpetuity by a warranty deed that provides that the City has title to said property so long as it is used for park/public purposes. There will be no other restrictions on the Park Parcel as it is used for such uses as a recreation center and other park/community related facilities;

b. Dedication of the Park Parcel shall occur prior to issuance of a certificate of occupancy for the Proposed Development. The Park Parcel shall be leveled and cleaned of any and all structure/materials above and below ground so that City may proceed immediately with improvements. Since the Park Parcel will be used as a staging area for construction, following completion of its use as a staging area, and prior to dedication of the Park Parcel, the Developer will provide the City with an environmental assessment indicating that the site is not contaminated by any hazardous or toxic substances requiring remediation; and

c. The warranty deed for the Park Parcel shall acknowledge that Grantor, its successors and assigns, are entitled to utilize the acreage of the Park Parcel to calculate density and satisfy the open space requirements associated with the "Park Central Development" as approved by the City Commission.

5. Prior to the issuance of a building permit for the Proposed Development, the Developer shall enter into the appropriate agreements pursuant to § 32-639, City Code, which states that the City will provide sanitation services unless otherwise determined by the City. Any requisite 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.

6. Prior to the issuance of a certificate of occupancy for the Proposed Development, the Developer shall:

a. Construct all utilities servicing the buildings underground, including any existing above ground utilities to be utilized within the Proposed Development.

b. Develop the project to be an environmentally sensitive project and use its best efforts to design and construct the Proposed Development utilizing principles of sustainable or "green" design as defined by the US Green Building Council for the benefit of the community; the future building occupants, tenants and owners; and the global environment in general. Examples of such sustainable or green development systems, products and practices that might be incorporated into the design and construction of the Proposed Development could include, by way of example: reduction of pollution and land development impacts from automobile use; reuse and recycling of stormwater for

non-potable uses such as landscape irrigation and custodial uses; and high performance, energy efficient building technologies and systems (HVAC), lighting, windows, etc.).

- c. Contribute \$10,000 to the City's Historic Preservation Fund.
- d. Contribute \$10,000 to the City for Crime Prevention Programs.
- e. Contribute \$10,000 to the City's Water Conservation Fund.
- f. The Developer will contribute \$50,000 to the City's transit system. The City will expand its local mini-bus service to include a stop along the perimeter of the Proposed Development.

Connell Bach
 CONSULTING ENGINEERS
 1000 N. W. 10th Avenue
 Suite 1000
 Fort Lauderdale, FL 33309
 Phone: (954) 573-1100
 Fax: (954) 573-1101

CLIENT
 PARK CENTRAL DEVELOPMENT, LLC
 425 NORTH FEDERAL HIGHWAY
 HALLANDALE BEACH, FL 33009

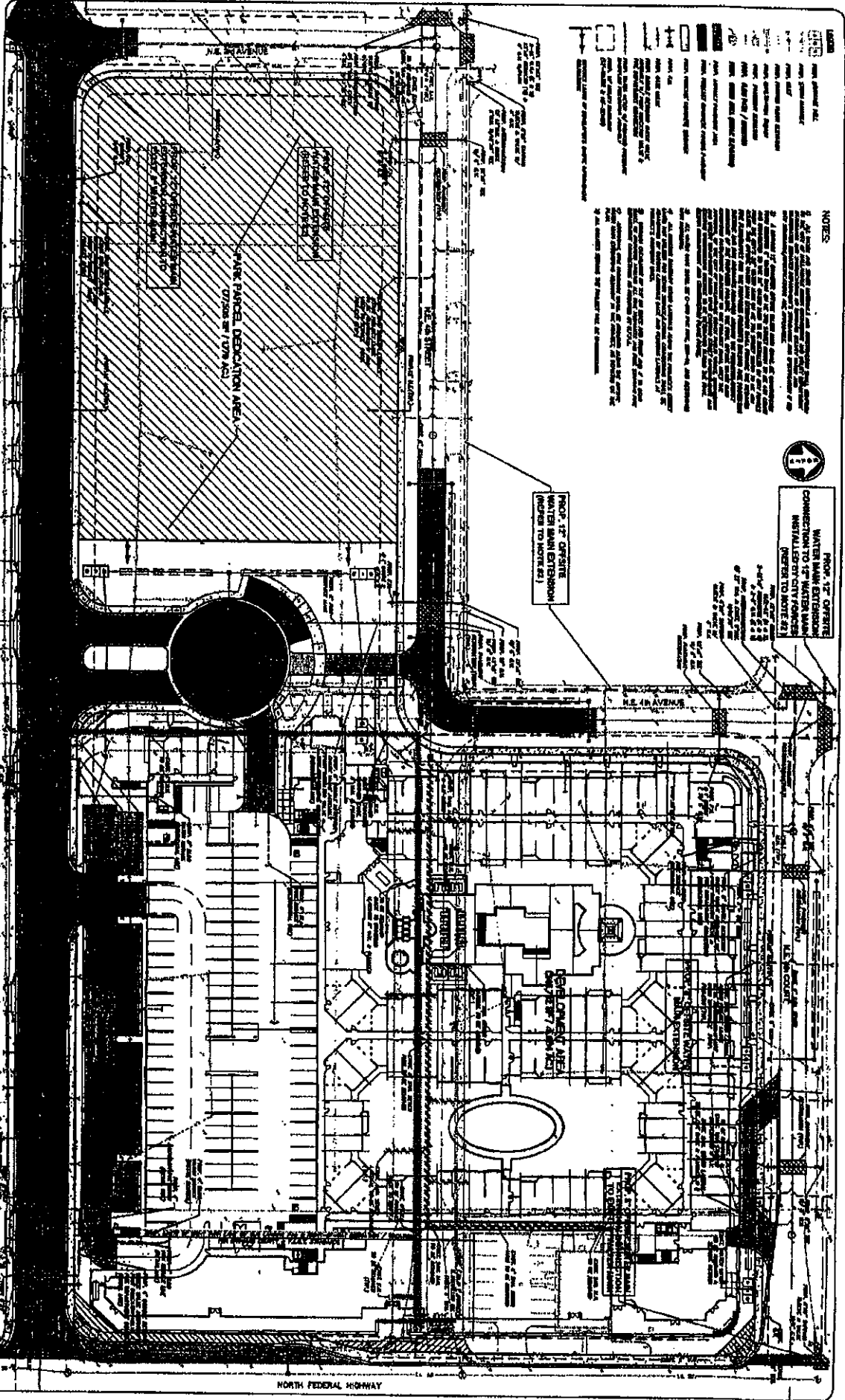
PROJECT TITLE
 PARK CENTRAL

DRAWING TITLE
 PRELIMINARY
 WATER AND SEWER
 PLAN

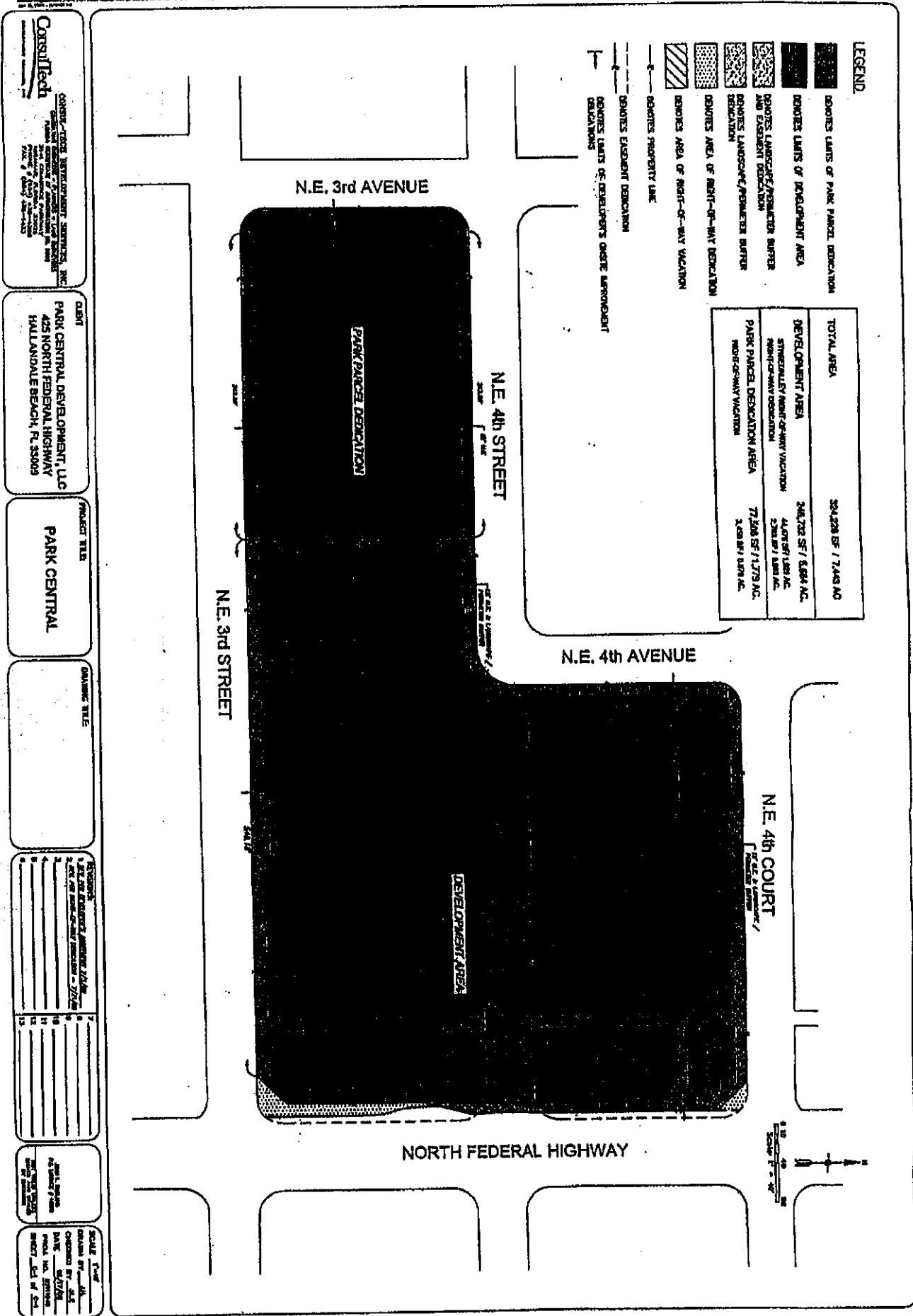
REVISIONS

NO.	DATE	DESCRIPTION
1	08/18/08	ISSUE FOR PERMITS
2	08/20/08	ISSUE FOR PERMITS
3	08/20/08	ISSUE FOR PERMITS
4	08/20/08	ISSUE FOR PERMITS
5	08/20/08	ISSUE FOR PERMITS
6	08/20/08	ISSUE FOR PERMITS
7	08/20/08	ISSUE FOR PERMITS
8	08/20/08	ISSUE FOR PERMITS
9	08/20/08	ISSUE FOR PERMITS
10	08/20/08	ISSUE FOR PERMITS
11	08/20/08	ISSUE FOR PERMITS
12	08/20/08	ISSUE FOR PERMITS

SCALE
 AS SHOWN
DRAWN BY
 ALL
CHECKED BY
 ALL
DATE
 08/18/08
PROJECT NO.
 08-001
SHEET NO. OF TOTAL SHEETS
 12 OF 12



- NOTES**
1. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE FLORIDA AND NATIONAL PLUMBING AND SANITATION CODES.
 2. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE FLORIDA AND NATIONAL ELECTRICAL CODES.
 3. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE FLORIDA AND NATIONAL MECHANICAL CODES.
 4. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE FLORIDA AND NATIONAL FIRE AND ALARM CODES.
 5. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE FLORIDA AND NATIONAL BUILDING CODES.
 6. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE FLORIDA AND NATIONAL SAFETY CODES.
 7. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE FLORIDA AND NATIONAL HEALTH CARE CODES.
 8. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE FLORIDA AND NATIONAL EDUCATION CODES.
 9. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE FLORIDA AND NATIONAL TRANSPORTATION CODES.
 10. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE FLORIDA AND NATIONAL AERONAUTICS AND SPACE CODES.
 11. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE FLORIDA AND NATIONAL NUCLEAR REGULATORY CODES.
 12. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE FLORIDA AND NATIONAL MARITIME CODES.
 13. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE FLORIDA AND NATIONAL ENVIRONMENTAL CODES.
 14. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE FLORIDA AND NATIONAL HISTORIC PRESERVATION CODES.
 15. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE FLORIDA AND NATIONAL ARCHITECTURAL CODES.
 16. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE FLORIDA AND NATIONAL LANDMARKS AND HISTORIC PRESERVATION CODES.
 17. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE FLORIDA AND NATIONAL ANTI-CORRUPTION CODES.
 18. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE FLORIDA AND NATIONAL CONSUMER PROTECTION CODES.
 19. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE FLORIDA AND NATIONAL FINANCIAL INSTITUTIONS CODES.
 20. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE FLORIDA AND NATIONAL LABOR RELATIONS CODES.
 21. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE FLORIDA AND NATIONAL PUBLIC UTILITIES CODES.
 22. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE FLORIDA AND NATIONAL TELECOMMUNICATIONS CODES.
 23. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE FLORIDA AND NATIONAL ENERGY CODES.
 24. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE FLORIDA AND NATIONAL ENVIRONMENTAL PROTECTION CODES.
 25. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE FLORIDA AND NATIONAL NUCLEAR REGULATORY COMMISSION CODES.
 26. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE FLORIDA AND NATIONAL MARITIME ADMINISTRATION CODES.
 27. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE FLORIDA AND NATIONAL ENVIRONMENTAL PROTECTION AGENCY CODES.
 28. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE FLORIDA AND NATIONAL NUCLEAR REGULATORY COMMISSION REGULATIONS.
 29. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE FLORIDA AND NATIONAL MARITIME ADMINISTRATION REGULATIONS.
 30. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE FLORIDA AND NATIONAL ENVIRONMENTAL PROTECTION AGENCY REGULATIONS.



LEGEND

- DENOTES LIMITS OF PARK PARCEL DEDICATION
- DENOTES LIMITS OF DEVELOPMENT AREA
- DENOTES LANDSCAPE/PERFORATOR BUFFER AND EASEMENT DEDICATION
- DENOTES LANDSCAPE/PROMOTER BUFFER DEDICATION
- DENOTES AREA OF RIGHT-OF-WAY DEDICATION
- DENOTES AREA OF RIGHT-OF-WAY VACATION
- DENOTES PROPERTY LINE
- DENOTES EASEMENT DEDICATION
- DENOTES LIMITS OF DEVELOPER'S MASTER APPROVED DEVELOPMENT

TOTAL AREA	30,528 SF / 7.045 AC
DEVELOPMENT AREA	348,728 SF / 8.004 AC
STIPPLED/RIGHT-OF-WAY VACATION	44,575 SF / 1.023 AC
CROSS-HATCHED/RIGHT-OF-WAY VACATION	2,200 SF / 0.050 AC
PARK PARCEL DEDICATION AREA	77,208 SF / 1.775 AC
DIAGONAL-HATCHED/RIGHT-OF-WAY VACATION	1,498 SF / 0.034 AC

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CLIENT
 PARK CENTRAL DEVELOPMENT, L.L.C.
 425 NORTH FEDERAL HIGHWAY
 HALLANDALE BEACH, FL 33009

PROJECT TITLE
 PARK CENTRAL

DRAWING TITLE

REVISIONS

1	2/12/10	REVISED PER COMMENTS FROM 2/12/10
2	2/12/10	REVISED PER COMMENTS FROM 2/12/10
3	2/12/10	REVISED PER COMMENTS FROM 2/12/10
4	2/12/10	REVISED PER COMMENTS FROM 2/12/10
5	2/12/10	REVISED PER COMMENTS FROM 2/12/10

DATE PLOTTED
 2/12/10

SCALE
 1" = 40'

DATE
 2/12/10