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**AMENDED AND RESTATED DEVELOPMENT AGREEMENT**

**THIS AMENDED AND RESTATED DEVELOPMENT AGREEMENT** (this "Amended Agreement") is made and entered into this 15 day of July, 2008, by and between **600 Hallandale, LLC**, a Florida limited liability company, whose mailing address is 9551 East Bay Harbour Drive, Bay Harbour Islands, Florida 33154, (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 (the "City").

**WITNESSETH**

**WHEREAS**, the Developer is the owner of that certain real property located in the City of Hallandale Beach generally located at 600 East Hallandale Beach Boulevard, Hallandale Beach, Florida 33009, and more particularly described on Exhibit "A" attached hereto (the "Property"); and

**WHEREAS**, the Developer's predecessor in interest, GPH Holdings, LC, entered into a development agreement with the City on June 1, 2004 which was recorded October 10, 2005 in the public record of Broward County at OR Book 40782, Page 1245 to set forth the terms of the development of the Property (the "Original Agreement"); and

**WHEREAS**, the Developer is desirous of razing and redeveloping the Property in a manner different from the development program contemplated in the Original Agreement; and

**WHEREAS**, the Developer intends to build a mixed-use building on the Property consisting of a 749 seat movie theater; 320,000 square feet of retail; and 28,000 square feet of restaurant space (the "Proposed Development") and to that end submitted an application for major development approval to the City on June 19, 2007 with revisions on July 2, 2008 (the "Site Plan"); and

**WHEREAS**, the Proposed Development is different from the development program contemplated in the Original Agreement; and

**WHEREAS**, Section 32-174(d)(4) of the City's 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**, the City and Developer desire to enter into this Amended Agreement to provide for the terms and conditions upon which the Property can be developed in accordance with the Site Plan; and



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- (d) Waiver of required tree count from 235 trees to permit 223 as provided on the Site Plan.

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" attached hereto. It is further understood and agreed that failure to fulfill any provision of this Amended Agreement or the conditions of approval, which are conditions of a specific building permit, may result in non-issuance of certificates of occupancy, certificate of completion until such time as all conditions of the specific building permit or this Amended 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 regard to any expenditures made by the Developer as set forth herein or otherwise in connection with the Proposed Development, the City represents that it may enact impact fee ordinance(s) or other regulatory or assessment programs to fund transportation related improvements associated with new development, (the "Future Transportation Exactions"). Should the City enact regulation(s) or approve programs imposing Future Transportation Exactions within three (3) years of Developer obtaining a certificate of occupancy for the Proposed Development, Developer shall pay such Future Transportation Exactions as may be established pursuant to such regulation(s) or programs. However, the City will reduce the required Future Transportation Exactions for the Proposed Development in an amount equal to that spent by the Developer for the reasonable costs of the Roadway Improvements. If the Developer spends more than the amount established by the Future Transportation Exactions, there shall be no credit beyond the reduction in the Future Transportation Exactions described above.

6. **Green Development.** The Developers intend to design and construct the Proposed Development utilizing principles of sustainable or "green" design 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.).

In order to provide a benchmark or standard against which to measure the success of the Proposed Development in incorporating recognized green development principles, the Developers shall make reasonable efforts to design and develop the Proposed Development in accordance with certain enumerated green building standards of either:



7. **Controlling Documents.** The Site Plan is incorporated herein by reference. There shall be strict adherence to this Amended 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 Amended Agreement. In the event that the Site Plan or any portion thereof is found to be in conflict with this Amended Agreement, this Amended Agreement shall control.

8. **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 Amended Agreement.

9. **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 Amended Agreement.

10. **Release or Modification.** Any amendment to this Amended Agreement shall not be approved unless all parties subject to this Amended Agreement agree to the amendment and such amendment is incorporated in to the Amended Agreement. All amendments not requiring City Commission approval shall be subject to the final approval by the City Manager on behalf of the City.

11. **Binding Effect.** This Amended Agreement shall be recorded in the Public Records of Broward County, Florida, and the provisions of this Amended Agreement shall be binding upon the parties hereto and their respective successors and assigns as a covenant running with and binding upon the Property.

12. **Breach of Agreement.** In the event that the Developer has materially breached the Amended 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 Amended Agreement, the City shall exercise its right to take appropriate legal action for the purpose of curing the breach and enforcing this Amended Agreement.

13. **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



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 the Developer:

600 Hallandale, LLC  
c/o Taubco  
9551 East Bay Harbor Drive  
Bay Harbor Island, FL 33154  
(305)861-8181 -phone  
(305)861-9736 - fax

With Counterpart to:

Greenberg Traurig, P.A.  
Attn: Debbie M. Orshefsky, Esq.  
401 East Las Olas Boulevard  
Suite 2000  
Fort Lauderdale, Florida 33301  
(954)768-8234- phone  
(954)765-1477- fax

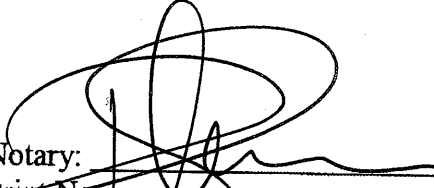
17. **Severability**. Invalidation of any provision of this Amended Agreement shall not affect any other provision of this Amended Agreement, which shall remain in full force and effect.

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

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[NOTARY SEAL]

Notary:   
Print Name: \_\_\_\_\_  
Notary Public, State of \_\_\_\_\_  
My commission expires: \_\_\_\_\_

.....  
PATRICIA J. NACHMAN  
Comm# DD0572814  
Expires 7/21/2010  
Florida Notary Assn., Inc  
.....



Exhibit "B"

Exhibit B are the development plans dated May 21, 2008 with revisions on July 2, 2008 for the Hallandale Square project which are maintained in the Development Services Department:

<u>Sheet Numbers</u>	<u>Document Type</u>
RENDERINGS	
R-1	Rendering
R-2	Rendering
R-3	Rendering
ARCHITECTURAL	
CP-1	Context Plan
CP-2	Context Plan
A-0.0	Zoning Legend
A-1.0	Ground Floor Plan - Areas
A-1.1	Ground Floor Mezzanine - Areas
A-1.2	Ground Floor Plan - Dimensions
A-1.3	Ground Floor Plan - Dimensions
A-1.4	Ground Floor Mezzanine - Dimensions
A-1.5	Pedestrian and Vehicular Access Plan
A-2.0	Second Floor Plan - Areas
A-2.1	Second Floor Mezzanine - Areas
A-2.2	Second Floor Plan - Dimensions
A-2.3	Second Floor Plan - Dimensions
A-2.4	Second Floor Mezzanine - Dimensions
A-3.0	Third Floor Plan - Areas
A-3.1	Third Floor Mezzanine - Areas
A-3.2	Third Floor Plan - Dimensions
A-3.3	Third Floor Plan - Dimensions
A-3.4	Third Floor Mezzanine - Dimensions
A-4.0	Fourth Floor Plan - Areas
A-4.1	Fourth Floor Mezzanine - Areas
A-4.2	Fourth Floor Plan - Dimensions
A-4.3	Fourth Floor Plan - Dimensions
A-4.4	Fourth Floor Mezzanine - Dimensions
A-5.0	Fifth Floor Plan - Areas
A-5.1	Fifth Floor Plan - Dimensions
A-5.2	Fifth Floor Plan - Dimensions
A-6.0	Exterior Elevations
A-6.1	Exterior Elevations
A-6.2	Building Section
A-6.3	Wall Section
A-6.4	Elevation Enlargements



**Exhibit "C"**  
**SPECIAL CONDITIONS**

1. Prior to issuance of a certificate of occupancy for the principal structure, the Developer shall construct a northbound right turn lane at the intersection of Federal Highway and Hallandale Beach Boulevard, as conceptually depicted on **Exhibit D** to this Development Agreement and hereinafter referred to as "Improvement A";
2. Prior to issuance of a certificate of occupancy for the principal structure, the Developer shall construct a signalized intersection at 8th Avenue and Hallandale Beach Boulevard, as conceptually depicted on **Exhibit E** to this Development Agreement hereinafter referred to as "Improvement B". The Roadway Improvements shall include, but not be limited to: the reconfigured median at Hallandale Beach Boulevard and 8th Avenue; dedication to the City of any right-of-way necessary to construct 8th Avenue south of Hallandale Beach Boulevard to Hibiscus Street; landscaping along City right-of-way adjacent to the Project utilizing Naturescape principles; street lighting; countdown signals at signalized crosswalks, mast arms and other improvements as required by the City. Developer and City hereby acknowledge that Improvement B is conceptual and is still required to be formally approved by FDOT. Developer hereby agrees to include the City Manager or his designee in the Developer's permitting of Improvement B with FDOT.
3. Prior to issuance of a certificate of occupancy, the Developer shall construct the future potential connectors to the easterly extension of Hibiscus Street, as reflected on **Exhibit F** to this Development Agreement hereinafter referred to as "Improvement C"; provided however, the location of these connection(s) may be modified if requested by the City prior to the issuance of a construction permit for Improvement C. The City will negotiate with the adjacent property owner to obtain the land necessary for this connection.
4. Prior to the issuance of a building permit for the principal structure, the Developer shall pay the City the sum of \$350,000 which funds may be used by the City for public roadway improvements within 1,000 feet of the Property.
5. All the above Improvements shall include, landscaping along City right-of-way adjacent to the Property utilizing Naturescape principles; street lighting; and countdown signals at signalized crosswalks.
6. The Developer shall submit to the Development Services Department and Public Work/Utilities & Engineer Departments an operational plan for the truck and loading dock area (the "Loading Dock Plan") prior to the issuance of a building permit and approved by both departments.



11. Prior to the issuance of a building permit for the Proposed Development, the Developer shall:
- a. Dedicate the necessary utility easements as depicted on Sheet C-2.
  - b. 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.
  - c. The Developer shall pay its proportionate share of any rehabilitation/upgrade of the wastewater lift station, force main system and gravity mains as determined to be necessary by engineering analysis to be submitted by City to the Developer and reviewed by the Developer or as deemed necessary by the City. In the event the City Commission adopts a wastewater impact fee or approves a wastewater impact fee study prior to the issuance of a foundation permit for the Proposed Development, Developer shall pay pursuant to such fee or study.
  - d. The Developer shall pay the connection fees for water and sewer service as provided for by applicable City ordinances or City approved rate schedule.
  - e. The Developer shall pay the applicable sewer plant capacity charge as determined 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 Impact Fee ~~Study~~ prior to issuance of a building permit for the principal structure.
  - f. The Developer shall submit drainage calculations and shall cause to be constructed all on-site Storm Water Systems Improvements necessary to maintain proper drainage and run-off. Design shall be in accordance with City Ordinance and shall retain a 5-year 1 -hour storm event on site and otherwise meet applicable codes, including but not limited to Broward County EPD, SFWMD, and FDOT.
  - g. The Developer shall construct all utilities servicing the buildings underground, including any existing above ground utilities to be utilized within the scope of this project.





be upgraded to current City standards for bus shelters and may, if acceptable to the Developer and the City, be incorporated into the Project arcade.

16. Developer agrees that all issues the City and developer deems unresolved shall be resolved by the City Commission.
17. Developer agrees if the site is demolished and the developer does not proceed with the development in the time frame as permitted by City Code and the approvals expire, the Developer shall sod, landscape, and fence the Property as requested by the City.



Exhibit "E"

Improvement B – Signalized 8<sup>th</sup>  
Avenue Intersection Expansion

