

DEVELOPMENT AGREEMENT
BETWEEN CITY OF HALLANDALE BEACH
AND MG100 FEDERAL, LLC
FOR
MG100 TOWER

THIS DEVELOPMENT AGREEMENT (this "Agreement") is made and entered this _____ day of _____, 201_, by and between MG100 FEDERAL, LLC, a Florida limited liability company, whose mailing address is 1000 Brickell Avenue, Suite 400, Miami, Florida 33131 ("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

A. **WHEREAS**, Developer is the owner of certain property located in the City of Hallandale Beach, more particularly described in Exhibit "A" attached hereto and hereinafter referred to as (the "Property"); and

B. **WHEREAS**, Developer proposes to construct a 294-unit residential development with associated parking and 9,653 square feet of commercial use (which includes restaurant square footage) on the Property, hereinafter referred to as (the "Proposed Development" or "the Project"); and

C. **WHEREAS**, Developer submitted applications to the City for: (i) major development approval for the Proposed Development (the "Site Plan"); (ii) conditional use approval; (iii) use of residential flexibility units; (iv) Regional Activity Center units; and, (v) rezoning (hereinafter collectively referred to as the "Approvals"); and

D. **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

E. **WHEREAS**, Developer has requested and the City has agreed to enter into a Development Agreement to provide for the terms and conditions upon which the Property can be developed in accordance with the Site Plan; and

F. **WHEREAS**, the City of Hallandale Beach City Commission is desirous of entering into a Development Agreement which is consistent with the Comprehensive Plan, the Land Development Regulations, the approved Site Plan and all other applicable requirements, as 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 MG100 Federal, LLC, a Florida limited liability company.
- B. “Project” or “Proposed Development” shall mean the Major Development Plan approved by the City of Hallandale Beach for construction of a 294-unit multi-family residential project, 4,166 square feet of retail use, 5,487 square feet of restaurant use, and associated parking.
- C. “Principal Building” shall mean the mixed use building depicted on the Site Plan.

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 and or pursuant to any vested rights of the project or any exhibit attached hereto, or as approved by the City Commission not in violation of any federal law. All additional Code amendments adopted after the effective date of this Development Agreement and not conflicting with the approvals memorialized herein, including without limitation the

exceptions and variations enumerated in this Development Agreement, shall be applicable to the Project. The City and Developer agree that the Project shall be governed in conformance with the following agreements, limitations, modifications, exceptions and variations.

5. **Permitted Uses and Development.** The Property may be developed with those uses permitted in the BG (Business General) zoning district and the Planned Development Overlay District, as approved by City Commission.

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 set on file and maintained by the City Development Services Department.

7. **Waiver of City Regulations.** In consideration of compliance with the Special Conditions in Section 8, the Project may be constructed in accordance with the following modifications of the applicable Code provisions:

WAIVERS OR DEFICIENCIES	REQUIRED/ALLOWED	PROPOSED
Maximum density allowed PRD (parcel 1.47 acre)	35 DU/Acre	200 DU/Acre*
Dead end parking	Not Allowed	2 corridors dead end
Parking Required	723 Spaces	645 spaces
Rear yard setback	25 feet min.	12'-6" feet (canopies)
Front yard setback	15 ft. max.	32 feet
Min. unit size 1 bedroom	850 sf.	770 sf.
Screen Wall	6'	Garage Screen & knee wall. See Detail 2
Landscape Strip (North)	5'	2' – 10" Min.

8. **Special Conditions.** Developer, its successors and assigns, shall comply with the conditions of major development approval which are set forth in this Agreement. 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, 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. Developer acknowledges that the following are special conditions which must be adhered to throughout the development of Project:

- A. Prior to the issuance of the first building permit, Developer shall submit a construction staging plan for review and approval by the City Manager or his designee.
- B. Prior to the issuance of the first building permit for the Project, the Developer shall:
 - a. Contract with the City of Hallandale Beach for roll out service and sanitation collection and include in the condominium documents for the Project for this service to be provided by the City so long as it is available and such provisions of the Project condominium documents shall be in a form acceptable to the City Attorney.
 - b. In cooperation with Hallandale Opportunity Program (HOP) administered by the City Human Services Director, will formulate and implement a “Community Benefit Plan” (the “CBP”) for the Project. Prior to the issuance of a building permit for the Project, Developer shall submit their CBP plan to the HOP Administrator and receive approval as outlined below. Upon review by the HOP Administrator, the CBP plan shall be submitted to the City Manager for review and approval. The CBP plan shall establish and delineate the parameters of the program as described below and how the program goals will be achieved. The CBP will serve as evidence that the program has been formulated and will be implemented subject to refinements as construction proceeds. The program will include the following:

a. Local Workforce Utilization:

- i. **Construction Workforce:** The goal of having a minimum of ten percent (10% of the anticipated average 40 workers hired for construction jobs at the Project, including general laborers and specialized trades, to be residents of Hallandale Beach, also known as Local Workforces. Local Workforce in this capacity shall be defined as any worker that is directly working on the project, during design and/or construction, who resides within the City as a renter or homesteaded property owner. Those, classified as local workforce shall be provided with not only work directly on the Project, but also provide the opportunity to generate a tangible sustainable impact after the Project is complete. This may

include, but not limited to, participation in an apprentice program, mentorship program, training, long term employment beyond the term of the Project, etc.

b. Local Vendor Utilization:

- i. In an effort to promote economic development in the City, Developer shall use commercially reasonable efforts to contract with companies that are (1) owned by City residents, (2) located within the City or (3) those firms that can demonstrate to have an established network or one of both of the previous components, for goods and services to meet the operational and construction needs of the Project where such companies are otherwise qualified and competitive. A goal of the CBP will also be that Developer's general contractor (or construction manager) will work with the City to identify qualified City of Hallandale Beach contractors or contractors that are insured and demonstrate the ability to establish a network of local Hallandale Beach vendors, meet the terms and conditions required by any contractor, subcontractor, materialman or laborer and can be bonded and provide pricing that is competitive to bids received, so that 10 percent (10%) of the direct hard construction costs are provided by City of Hallandale Beach contractors and/or business. In addition, the General Manager of the Project operations will work with the City to identify companies located within the City of Hallandale Beach to meet this goal as to ongoing and future operations within the Project.

c. Hallandale Opportunity Project (HOP) Collaboration:

- i. **Local Workforce:** Developer shall work with the HOP to identify the Construction and Permanent Local Workforce for the project as follows:
- ii. **Construction Local Workforce:** Developer will include in its bid package a provision which advises potential bidders that the CBP will need to be implemented as part of this construction and the details of such CBP. The Developer will assure that its general contractor provides the HOP Administrator with a list of the types of jobs anticipated and the necessary qualifications sufficiently in advance of any hiring so that HOP can identify those residents meeting the identified qualifications. In the event HOP is unable to identify a sufficient pool of qualified resident candidates within 3 months of the date of issuance of the Building Permit to meet the goal of 10% of construction jobs being held by Hallandale Beach residents, Developer will have the option of contributing \$20,000 to the City (less \$2,000 for each resident hired for a construction job) to either fund training

programs for Hallandale Beach residents seeking employment in the construction industry or to fund an apprenticeship program at the Project to pay for Hallandale Beach residents selected by Developer to work on construction of the Project of similar program to be mutually agreed upon the City and Developer.

- iii. **Permanent Local Workforce:** Developer will work with the operator(s) within the Project (hospitality, culinary, building maintenance, etc.) to implement the CBP. The Developer will assure that is operator(s) provide the HOP Administrator with a list of the types of jobs anticipated and the necessary qualifications sufficiently in advance of any hiring so that HOP can identify those residents meeting the identified qualifications. At the termination of each Initial Hiring Period, Developer shall report to the HOP Administrator how many residents of Hallandale Beach were hired. If less than 20% of the employees at the Project are residents of Hallandale Beach, then the Developer will contribute \$2,000 per unmet position to the City for funding of appropriate training programs for residents of Hallandale Beach, with a total funding obligation not to exceed \$50,000.
- iv. **Local Vendors:** HOP shall provide Developer with a list of all relevant Business Tax Receipts within the City, as well as a list of known local vendors utilize on previous projects within the City.

Reporting: Developer shall report on a quarterly basis to the City, through the HOP Administrator, on the number of Construction Workers hired and how many of said workers are Hallandale Beach Residents. The first reporting quarter shall begin after the issuance of Building Permit and conclude three months (3) after the issuance of the Certificate of Occupancy.

- C. **Truck Wash:** All construction entrances shall provide an area where mud can be removed from construction vehicle tires before they enter the public road. A tire washing system shall be provided, and provisions must be made to intercept the wash water and trap the sediment before it is carried offsite. The wash areas and the washing system must be shown in the construction plans submitted for building permit.

9. UTILITIES.

- A. At the time of permitting, Developer shall provide drainage calculations. The calculations must comply with DPEP regulations and City criteria to retain five (5) years, one (1) hour storm on-site. Developer shall construct all on-site storm water improvements necessary to retain proper drainage and run-off.

- B. If required in connection with the Project, Developer shall construct all utilities servicing the Project underground, including but not limited to any existing above ground utilities to be utilized within the scope of the Project.
 - C. Existing Pump Stations numbers 7 and 8 and specific **gravity lines and** force mains are materially impacted by Developer's Project and require upgrades. AT time of building PERMIT ISSUANCE, the Developer shall pay its pro-rata share of the cost (\$1,817,199.00) as summarized on the attached Exhibit "B", which shall assist in the design and construction of any improvement needed as determined by the City Manager or designee to be necessary to meet the proportionate share of wastewater needs created by this Project. The pro-rata share of \$1,817,199.00 is estimated based on the preliminary findings of the Wastewater Master Plan being prepared for the City by Hazen and Sawyer. Upon completion and acceptance by the City Commission of the Wastewater Master Plan, Developer's pro-rata share shall be adjusted to reflect the final findings of the Wastewater Master Plan. If the Wastewater Master Plan identifies a lower pro-rata share for Developer's Project than provided herein, Developer's pro-rata share shall be adjusted accordingly. If Developer has already made payment pursuant to the terms of this Agreement, the City shall credit the difference between the amount paid and the final pro-rata share identified for the Project in the Wastewater Master Plan against the wastewater impact fees. If the Wastewater Master Plan identifies a higher pro-rata share for Developer's Project than provided herein, Developer's pro-rata share shall be adjusted accordingly. If Developer has already made payment pursuant to the terms of this Agreement, Developer shall pay the difference between the amount paid and the final pro-rata share identified for the Project in the Wastewater Master Plan within thirty days of written notice from the City.
 - D. At no additional cost, the City agrees to fully cooperate and provide the Developer with appropriate approval and access to City easements and connections as needed to the City sanitary sewer force main system. The City will also facilitate any and all connections and easements which may not belong to the City, but may be required in order for Developer to connect.
10. **Controlling Documents.** The Site Plan is incorporated herein by reference and made a part of this Agreement. 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.
11. **Building Permits and Certificates of Occupancy.** Subject to Developer's compliance with all applicable codes, ordinances, regulations, the Site Plan and this Agreement, the City agrees to issue to 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.

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 including but not limited to the following:

- A. Payment of water and sewer impact fees pursuant to City Code shall be paid at the time of building permit issuance. The fee is not creditable towards other water/sewer impact fees. Estimated as \$324,270.29 (water) and \$414,898.20 (sewer).
- B. Payment of City's water impact fee and sewer impact fee in accordance with City Code and this Agreement.
- C. Payment of affordable housing mitigation fees in accordance with the City Commission's directive. Prior to the issuance of a certificate of occupancy the Developer shall contribute an amount of \$8,833.33 per market rate residential unit being built to the City's affordable housing trust fund. The number of units is 294. The total affordable housing mitigation fee is \$2,596,999 (294 x \$8,333.33)
- D. Payment of Public Safety mitigation fees in accordance with City policy prior to issuance of a certificate of occupancy. Capital Improvements to Police and Fire Department: In recognition of the increased demand on public safety services anticipated from the Project, prior to the issuance of the first building permit for a major structure, the Developer will contribute an amount based upon the development program at the following rates: \$217 per residential unit for police services and \$204 per residential unit for fire services; and, \$.31 per square feet of new commercial development for police services and \$.40 per square feet of new commercial development for fire services (the "Impact Fee Rates"). The fund paid by Developer pursuant to the Impact Fee Rates shall be used by the City to provide necessary capital improvements in public safety departments, including, but not be limited to, and construction of an emergency services training facility. Based upon the current maximum build out scenario for the Project as set forth on the Site Plan (294 residential units * \$421 per unit = \$123,774 and 9,653 square feet of commercial development * \$.71 = \$6,853). Developer's maximum public safety contribution will be \$130,573 (the "Maximum Public Safety Contribution").
- E. Effect of City Adoption of Future Public Safety Impact Fee: It is understood that City has not adopted an impact fee for police and fire service. In the event the City adopts an impact fee for police and/or fire services at any time prior to issuance of the last building permit for the Project and such impact fees for the Project when calculated pursuant to such adopted impact fee ordinance are less than the Maximum Public Safety Contribution, any development within the Project for

which a building permit is sought after adoption of such impact fee shall be subject to the new impact fee schedule and Developer will be credited for any over payment already made for buildings which were permitted prior to the adoption of the impact fee ordinance.

13. Additional Contributions.

- A. Prior to the issuance of a certificate of occupancy for the Project, Developer will contribute \$25,000.00 to the City for a Scholarship for graduates of Hallandale Beach High School Seniors.
- B. During the preparation of construction drawings for the project, Developer shall also prepare construction drawings for complete street reconstruction for the full right-of-way of SE 5th Avenue from Hallandale Beach Blvd. to SE 2nd Street. Such improvements shall include the installation of new roadway, sidewalk, landscaping, curb, bike lanes, drainage, and parallel parking spaces as necessary and feasible, with design and engineering details to be determined during the preparation of construction plans in coordination with City staff and subject to approval by the City Manager. Prior to the issuance of the Certificate of Occupancy for the main structure, Developer shall have constructed such street improvement project. Developer's cost to construct the street shall not exceed \$620,000. The cost to construct shall be determined prior to initiating same. In the event the anticipated construction cost exceeds \$620,000, the City shall either 1) reduce the scope; 2) contribute funds to cover the overage; or 3) some combination of the two. The initial engineering design costs are the Developer's responsibility and not included in the \$620,000. However, for any scope changes made after the design has been finalized, engineering design costs will be considered part of the construction costs and will be counted towards the \$620,000. The not to exceed limit of \$620,000 is based on a cost estimate that includes the elements listed above but **does not** include water and sewer infrastructure to be included in the project. Because the costs to construct utility improvements such as the replacement of the water main in NE 5 Avenue are not included in the not to exceed cost estimate of \$620,000, there shall be no credit against the required impact fees and infrastructure funding contributions as described in sections 9C and 12A. The Developer's construction of 5th Avenue, as well as other traffic mitigation improvements agreed to by the developer as conditions of approval, shall serve as a credit against project traffic mitigation fees. As a result, no additional traffic mitigation payments shall be due to the City. The construction of the improvements shall coincide with the construction of the Developer's project to the extent feasible such that it is completed prior to or concurrent with the issuance of the certificate of occupancy for the Project.
- C. Developer will coordinate with the appropriate division of Broward County to relocate and redesign the existing bus stop located north of the Project. The

proposed redesign should locate the stop to the south of its current location and provide a shelter design for use by the public.

- D. Conveyance of Total Interest: In the event the Developer conveys its entire interest in the Property to an unrelated entity or individual such that the current principals of MG100 FEDERAL, LLC no longer have any interest in the Property or such development parcel (“Total Conveyance”), the Developer will pay the City a title transfer fee as follows:
- 1/3 of 1% of the estimated value of the project which is \$170 million (\$566,666).
 - Notwithstanding the foregoing, the Developer’s obligation to pay a title transfer fee as set forth herein shall expire upon the issuance of a Building Permit for the Project.
14. **Amendments.** 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.
15. **Developer's Representations and Warranties.** Developer makes the following representations and warranties to the City, each of which shall survive the execution and delivery of this Agreement:
- A. Developer is a limited partnership duly organized and validly existing under the laws of the State of Florida, and has full power and capacity to own its properties, to carry on its business as presently conducted by Developer, and to enter into the transactions contemplated by this Agreement.
 - B. Developer's execution, delivery and performance of this Agreement have been duly authorized by all necessary individual, partnership, corporate and legal actions and do not and shall not conflict with or constitute a default under any indenture, agreement or instrument to which Developer or Developer's property may be bound or affected.
 - C. Except as otherwise previously or concurrently disclosed to the City in writing, there are no actions, suits or proceedings now pending or (to the best of Developer's knowledge) now threatened against or affecting Developer or its property before any court of law or equity or any administrative board or tribunal or before or by any governmental authority which would prohibit, restrict or otherwise interfere with Developer's ability to enter this Agreement or carry out the provisions of this Agreement.

- D. This Agreement constitutes the valid and binding obligation of Developer, enforceable against Developer, and its successors and assigns, in accordance with their respective terms, subject to bankruptcy, insolvency and other similar laws affecting the rights of creditors generally.

16. **City's Representations and Warranties.** The City makes the following representations and warranties to Developer, each of which shall survive the execution and delivery of this Agreement:

- A. The City is a municipal corporation duly organized and validly existing under the laws of the State of Florida; and has full power and capacity to own its properties, to carry on its business as presently conducted by the City, and to enter into the transactions contemplated by this Agreement.
- B. The City's execution, delivery and performance of this Agreement have been duly authorized by all necessary legal actions and do not and shall not conflict with or constitute a default under any indenture, agreement or instrument to which the City is a party or by which the City or the City's property may be bound or affected.
- C. This Agreement constitutes the valid and binding obligation of the City, enforceable against the City, and its successors and assigns, in accordance with their respective terms, subject to bankruptcy, insolvency and other similar laws affecting the rights of creditors generally.

17. **Joint Defense.** In the event the requested Approvals are approved by the City Commission, Developer and the City shall defend against any judicial appeal or other challenge instituted or maintained by any third party in opposition to any of the Approvals issued as necessary to effectuate the development and construction of the Project consistent with the Approvals.

- A. Except as otherwise expressly provided herein, Developer agrees to defend, indemnify and hold the City harmless from any claim, demand, suit, action, loss, cost, expense or damage which may be asserted, claimed, or recovered against or from City (and its officers, agents, servants, employees, and representatives) solely by reason of any appeal or other judicial challenge which said claim, demand, suit, action, loss, cost, expense or damage which directly relates to the City's Approvals, except that such agreement to defend, indemnify and hold harmless excludes and does not apply or otherwise cover any claim, demand, suit, action, loss, cost, expense or damage to the extent that the City (and/or the City's officers, agents, servants, employees, or representatives) engages in willful misconduct and/or are grossly negligent.

- B. Moreover, so long as not adverse to each of their respective interests, the City and Developer agree to fully cooperate with one another to diligently defend any claim, suit, action or other proceeding covered under this Agreement, including, but not limited to, any claim, suit, action or other proceeding against the City in connection with the issuance of any Approvals as may be necessary to effectuate the development of the Project, and any appeal in connection with any such claim, suit, action or other proceeding.
- C. The defense of City, as required herein, shall be provided, at Developer's expense, by legal counsel which is selected by the City Attorney with such approval not to be unreasonably withheld by Developer.
- D. Developer shall promptly reimburse the City for any reasonable attorneys' fees and costs incurred by the City that are covered under all of the indemnity obligations under this Agreement.

Nothing in this Agreement is intended to waive, limit or otherwise restrict any defenses or immunities available to the City as a result of its decision in connection with the issuance of any City approvals.

18. **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.

19. **Developer's Breach of Agreement and Remedies.** The occurrence of any one or more of the following events shall be deemed a "Developer Event of Default" under this Agreement:

- A. Any failure to fulfill any covenants and obligations under this Agreement that shall continue for a period of thirty (30) days following written notice from City; however, in the event that such failure cannot be reasonably cured within such thirty (30) day period, so long as the City determines that such failure was beyond the reasonable control of Developer or did not result from a lack of good faith and Developer has promptly commenced the action(s) necessary to cure the failure and diligently and continuously prosecutes such action, the thirty (30) day cure period shall be extended for such period as may reasonably be necessary to cure such failure.
- B. Upon a Developer Event of Default, in addition to all remedies available at law and/or equity, the City shall have the right to terminate this Agreement, by providing written notice to Developer, in which event the parties shall be released from all further obligations under this Agreement, and the City shall be relieved

from any and all obligations to reimburse Developer for any amounts whatsoever. In the event Developer commences construction of a Principal Building and the City determines that the Project has been abandoned pursuant to Section 32-761 of the City Code, Developer shall demolish, at its expense, any partially completed improvements and restore the site with sodding and fencing in accordance with all requirements of the City Code.

20. **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 Developer or those of Developer's contractor, subcontractor, agent, employee, or other person acting on his behalf which relate to the Proposed Development.

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

22. **Surety.** Bonding shall be provided as required by the Code and applicable ordinances and regulations. This Agreement shall not affect such requirements except as specifically provided herein, and 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.

23. **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.

24. **Venue.** In the event of any litigation arising under or in any manner related to this Agreement, venue for such litigation shall be Broward County, Florida. The parties hereto agree to waive the right to trial by jury.

25. **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 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: City Attorney
 400 South Federal Highway
 Hallandale Beach, FL 33009
 (954) 457-1325 — phone
 (954) 457-1342 — fax

If to Developer: MG100 Federal, LLC
 1000 Brickell Avenue
 Suite 400
 Miami, Fl. 33131

With counterpart to: Hope W. Calhoun, Esq.
 Dunay, Miskel and Backman, LLP
 14 SE 4th Street, Suite 36
 Boca Raton, Fl. 33432
 561-405-3300
 561-405-2341

26. **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.

27. **Regulatory Powers.** City cannot, and hereby specifically does not, waive or relinquish any of its regulatory approval or enforcement rights and obligations as it may relate to regulations of general applicability which may govern the Project. Nothing in this Agreement shall be deemed to create an affirmative duty of City to abrogate its sovereign right to exercise its police powers and governmental powers by approving or disapproving or taking any other action in accordance with its zoning and land use codes, administrative codes, ordinances, rules and

regulations, federal laws and regulations, state laws and regulations, and grant agreements. In addition, nothing herein shall be considered zoning by contract.

28. **Effective Date.** This Agreement shall become effective on the later of:

- i. the date that all of the Approvals become final and not subject to appeal;
or
- ii. the date this document is executed by all parties.

29. **Assignment.** Developer agrees to give notice to the City of any assignment of this Agreement to any related entity. In the event Developer intends to assign this Agreement to any unrelated entity it shall first obtain the prior written consent of the City Manager, which consent will not be unreasonably withheld.

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

_____, City Clerk

_____, City Manager

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

_____, City Attorney

DEVELOPER:

MG 100 FEDERAL, LLC. a Florida
limited Liability company,

By: _____
Print Name: Enrique Manhard, Director

Witness: _____

Print Name: _____

Witness: _____

Print Name: _____

STATE OF _____)
COUNTY OF _____) SS:

The foregoing Agreement was acknowledged before me this _____ day of _____, 20 ____
by _____, on behalf of the limited
liability company. He/she is personally known to me or
produced _____, as identification, and [did] [did not] take an oath.

Notary: _____
Print Name: _____
Notary Public, State of _____
My commission expires:
[NOTARY SEAL]