

DEVELOPMENT AGREEMENT
BETWEEN EIGHTH AVENUE PARTNERS, LLC
AND CITY OF HALLANDALE BEACH
FOR
EIGHTH AVENUE COMMONS
RESIDENTIAL DEVELOPMENT

THIS DEVELOPMENT AGREEMENT (this "Agreement") is made and entered this ____ day of _____, 2019, by and between EIGHTH AVENUE PARTNERS, LLC, a Florida limited liability company, whose mailing address is 8549 Wilshire Boulevard, Beverly Hills, CA 90211 ("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 identified by folio number:514228010020, and described in Exhibit "A" attached hereto and hereinafter referred to as (the "Property"); and

B. **WHEREAS**, Developer proposes to construct a 200-unit residential development with associated parking, and related amenities on the Property, hereinafter referred to as (the "Proposed Development" or the "Project", or "Eighth Avenue Commons"); and

C. **WHEREAS**, Developer submitted applications to the City for: (i) major development approval for the Proposed Development (the "Site Plan"); (ii) land use plan amendment; (iii) plat; and (iv) 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 for in this Development Agreement.

H. **WHEREAS**, in connection with the construction of the Project, Developer will endeavor to hire Hallandale Beach residents for construction jobs at the Project, including general laborers and specialized trades.

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. "Developer" shall mean Eighth Avenue Partners, LLC, a Florida limited liability company, and includes its successors, assignees, tenants, agent, contractors, subcontractors and parties in interest. It is understood that Eighth Avenue Partners, LLC shall have the right to sell, assign, or otherwise alienate the property

B. "Project" or "Proposed Development", or Eighth Avenue Commons shall mean the Major Development Plan approved by the City of Hallandale Beach for construction of 200-unit residential project with associated parking and related amenities.

C. "Principal Building" shall mean the residential 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".

5. Required Development Permits and Approvals. This Development Agreement is contingent upon the City's approval of the following applications by the Developer:

- a. FLUM Amendment (Future Land Use Map)
- b. Rezoning
- c. PDO rezoning (Plan Development Overlay)
- d. Replatting
- e. Flex Unit approval

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 or any exhibit attached hereto. 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.

Completion of Project. Developer agrees to diligently complete construction of the Project. If construction does not commence on the building within the timeframes allowed by this agreement, then the flex units allotted to the project shall be rescinded.

5. **Permitted Uses and Development.** The Property may be developed with those uses permitted in the RMHD-2 (residential multi-family (high-density-2)) zoning district.

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:

Modification of City Regulations

No.	Code Standard	Required	Provided
1.	Unit Size - 1 Bedroom (Section 32-147(c)(7))	1,000 sq. ft.	900 sq. ft.
2.	Unit Size - 2 Bedroom (Section 32-147(c)(7))	1,100 sq. ft.	990 sq. ft.
3.	Unit Size - 3 Bedroom (Section 32-147(c)(7))	1,200 sq. ft.	1080 sq. ft.
4.	Landscape Area Section 32-384(a)(6))	30%	17%
5.	Landscape Buffer (South Property Line) (Section 32-385(d)(7)(a))	10 ft.	0 ft.
6.	Landscape Buffer (West Property Line) (Section 32-385(d)(7)(a))	10 ft.	6 ft. -6in.
7.	Landscape Island Curb (LIC) (Section 32-384(f)(1)(2))	7 ft. min. width	9 of the total LIC are less than 7ft. wide; see details on sheets SP-01 & SP-02
8.	Parking Required (Section 32-455(b)(3)(a)&(c)(1))	433	402
9.	Bldg. Setback-Northwest Section 32-157(c)(5))	30 ft.	16 ft. -1in.

10.	Bldg. Setback-Southwest Section 32-157(c)(5))	30 ft.	16 ft. -5in.
11.	Dead End Parking	Max 4 in a row	9 in a row proposed

8. Developer Obligations. Developer agrees that 30 of the 200 units constructed within the Project shall be set aside in perpetuity as follows:

- A. 10 units shall be set aside for adults age 55 and over at 50% of the average median income (“AMI”) for Broward County; and
- B. 10 units shall be set aside at or below 60% of AMI; and
- C. 10 units shall be set aside at or below 80% of AMI.

AMI shall be determined by utilizing the Broward County chart published at the time of issuance of the last certificate of occupancy for the Project. The fulfillment of the obligations outlined in this paragraph 8 shall satisfy the Developer’s Affordable Housing obligation as same is required by the City in connection with new developments. The obligations set forth in this paragraph 8 shall be memorialized in a separate instrument, subject to the approval of the City Attorney as to form, and executed by the Developer and recorded in the public records of Broward County at the Developer’s expense

9. **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/her designee.
- B. Prior to the issuance of the first building permit for the Project, the Developer shall:
 - a. Utilize the City of Hallandale Beach for roll out service and sanitation collection and include in the management plan for the Project for this service to be provided by the City so long as it is available and such provisions of the Project association documents shall be in a form acceptable to the City Attorney.
- 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.

10. **Utilities.**

- A. At the time of permitting, Developer shall provide drainage calculations. The calculations must comply with federal and state 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.

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.

11. **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.

12. **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.

13. **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 City's water impact fee and sewer impact fee in accordance with City Code and this Agreement.
- B. Payment of Building Permit Fees.
- C. Public Safety Impact Fee: In recognition of the increased demand on public safety services anticipated from the Project, prior to the issuance of the first building permit, the Developer will contribute an amount based upon the final development program at the following rates: \$ 217 per residential unit for police services and

\$204 per residential unit for fire services (the “Impact Fee Rates”.) The funds 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, expansion of fire station(s) and construction of a police training facility. Based upon the current maximum build out scenario for the Project as set forth on the Site Plan (200 residential units x \$421 per unit = \$84,200), Developer’s maximum public safety contribution will be \$84,200 (the “Maximum Public Safety Contribution”).

(i) 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 first building permit of any type 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, such impact fee shall be paid according to the new impact fee schedule.

D. Parks and Recreation Impact Fee. In recognition of the increased demand on parks and open space anticipated from the Project, prior to the issuance of the first building permit, the Developer will contribute an amount based upon the final development program at the following rate: (the “Parks and Open Space Impact Fee Rate”.) The funds paid by Developer pursuant to the Parks and Open Space Impact Fee Rates shall be used by the City to provide necessary land acquisition for future parks and their development or modification of existing parks in a way that increases capacity. Based upon the current maximum build out scenario for the Project as set forth on the Site Plan (200 multi-family residential units x \$975 per multi-family residential unit), Developer’s maximum Parks and Open Space contribution will be \$195,000 (the “Maximum Parks and Open Space Contribution”).

(i) Effect of City Adoption of Future Parks and Open Space Impact Fee: It is understood that City has not adopted an impact fee for Parks and Open Space. In the event the City adopts an impact fee for parks and open space acquisition and development at any time prior to issuance of the first building permit of any type for the project, and such impact fees for the Project, when calculated pursuant to such adopted impact fee ordinance, are less than the Maximum Parks and Open Space Contribution, such impact fee shall be paid according to the new impact fee schedule.

E. Fee-in-lieu of parking: Prior to the issuance of a certificate of occupancy, Developer shall pay the City a fee-in-lieu of parking of \$10,500 per parking space deficiency. The plan, as presented, is 31 spaces deficient, resulting in a fee of \$325,500. The City shall utilize such funds for the installation of on-street parking in the northwest section of the City. In the event that the funds are not expended for this purpose within 5 years of the approval of this agreement, any unspent funds shall be returned if the developer requests a refund, and, if not, the City may use the funds..

- F. Transportation Mitigation Fee. As a result of the contributions to right of way improvements described in paragraph 13 below, the Developer's Transportation Mitigation Fee in the amount of \$103,585 is waived.
- G. Community Benefit Plan. In recognition of the Project's impact on City social services, the Developer shall, contribute \$265,000 to the City in two installments, the first half of the payment being due prior to permit issuance and the second half due prior to issuance of the final certificate of occupancy. The funds paid by the Developer pursuant to the City's Community Benefit Plan shall be used by the City to provide social services to the community.

14. Transportation Mitigation Right of Way Improvement: In connection with the development of the Project, the Developer shall design and construct improvements along the north side of NW 2nd Street directly adjacent to the Project. Said improvements shall include the installation of a new 25' roadway, sidewalk, landscaping, curb, drainage, and parallel parking spaces in accordance with the approved Site Plan. Developer shall also contribute to the City the amount of \$500,000 prior to the issuance of the first building permit for the Project, toward the City's design and construction of right of way improvements for the entire width of NW 3rd Street from NW 6th Avenue to NW 8th Avenue. The contribution described in this Paragraph 13, along with the construction, installation, and design also described in this Paragraph 13 shall be referred to collectively herein as the "Transportation Improvements". The City shall provide the Developer with a Transportation Mitigation Fee Credit as described in Paragraph 12F above.

15. **Amendments.** Any amendment to this Agreement shall not be approved unless all parties' subject to this Agreement agree to the amendment in accordance with Section 32-805 of the City Code, as same may be amended from time to time.

16. **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.
- E. Developer agrees to construct the roof top amenities as depicted on the attached site plan. Any alteration to the construction or installation of the roof top amenities which alters the appearance of same by more than 10% of the usable amenity space measured in square feet shall be presented to the City Manager prior to approval of said plans.

THIS WAS NOT IN THE VERSION THAT WENT TO THE COMMISSION.

17. **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.

18. **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. Except as otherwise expressly provided herein, Developer's agreement to defend, indemnify and hold harmless City, shall likewise apply to any reasonable attorneys' fees and costs incurred by the City in defending any claim, suit, action or other proceeding brought by any person or entity against the City concerning any decision by the City to issue City Approvals as may be necessary to effectuate the development of the Project.
- D. The defense of City, as required herein, shall be provided by legal counsel which is selected by the City Attorney with such approval not to be unreasonably withheld by Developer.

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.

19. **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.

20. **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 that continues beyond all applicable cure periods, 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.

21. **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. Developer agrees to and shall defend the City and its officers, agents, employees, and representatives from any and all claims, actions, proceedings, damages, losses, liabilities, costs and expenses (including, without limitation, reasonable attorney's fees and costs of suit incurred in connection with such claims at all trial and appellate levels), caused or alleged to have been caused by reason of Developer's activities in connection with the Proposed Development.

22. **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.

23. **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.

24. **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.

25. **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.

26. **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) 457-1300 – phone
 (954) 457-1454 – fax

With counterpart to: City of Hallandale Beach
 City Attorney
 400 South Federal Highway
 Hallandale Beach, FL 33009
 (954) 457-1325 – phone
 (954) 457-1660 - fax

If to Developer: Eighth Avenue Partners, LLC
 816 NW 1st Avenue
 Hallandale Beach, FL 33009
 Attn: Terry Booty
 310-901-0374 – phone
 954-505-4061 – fax

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

27. **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.

28. **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.

29. **Effective Date. Effective Date and Duration.** Pursuant to Chapter 163, Florida Statutes, the Effective Date of this agreement is not until it is properly recorded in the public records of Broward County. It is further provided that the Agreement is contingent upon the Future Land Use Map Amendment being effective upon recertification by the Broward County Planning Council. This Agreement shall run with the land and be binding on all parties and all persons claiming under them for a term if thirty (30) years from the Effective Date. This Agreement shall not exceed 30 years unless extended by mutual consent of the City and Developer following a public hearing in accordance with Chapter 163, Florida Statutes.

30. **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

Jenorgen Guillen
City Clerk

Greg Chavarria
Interim City Manager

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

Jennifer Merino
City Attorney

DEVELOPER:

Eighth Avenue Partners, LLC,
a Florida limited liability company

By: _____
Terry Booty, Manager

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]

EXHIBIT "A"

Legal Description of the Developer Property

THE WEST ½ OF OUTLOT 9, IN THE NORTHEAST ¼ SECTION 28, TOWNSHIP 51 SOUTH, RANGE 42 EAST, ACCORDING TO THE "MAP OF THE TOWN OF HALLANDALE, DADE COUNTY, FLORIDA", AS RECORDED IN THE PLAT BOOK B, PAGE 13, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, LESS EAST 236.49 FEET THEREOF, CONVEYED TO THE CITY OF HALLANDALE BEACH, A MUNICIPAL CORPORATION, BY QUIT-CLAIM DEED FOR RECORD ON JULY 30, 2004, IN OFFICIAL RECORDS BOOK 37933, PAGE 1550, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, SAID LANDS SITUATE IN THE CITY OF HALLANDALE, BROWARD COUNTY, FLORIDA.

EXHIBIT “B”

Site Plan

Eighth Avenue Commons A Workforce Housing Project

- 1) T-00 Title Sheet – 6-12-2018
- 2) LS-03 Survey – 6-12-2018
- 3) SP-01 Site Plan – 6-12-2018
- 4) A-06 East & West Elevation – 6-12-2018
- 5) A-07 North & South Elevation – 6-12-2018
- 6) A-08 North & South Courtyard Elevations – 6-12-2018