

DEVELOPMENT AGREEMENT
BETWEEN THE CITY OF HALLANDALE BEACH,
AND
HALLANDALE CITY CENTER, LLC
FOR
HALLANDALE CITY CENTER PROJECT

THIS DEVELOPMENT AGREEMENT ("Development Agreement") is made and entered into this ____ day of _____, _____, between HALLANDALE CITY CENTER, LLC, a Florida Limited Liability Company, whose mailing address is 1250 Hallandale Beach Blvd., Suite 1002, Hallandale Beach, Florida 33009 (the "Developer"), 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

A. WHEREAS, Developer is or will be 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**;"

B. WHEREAS, Developer proposes to construct a mixed-use development including residential and commercial uses and associated amenities on the Property;

C. WHEREAS, Developer submitted applications to the City for: (i) major development approval for the Proposed Development (the "**Site Plan**"); (ii) rezoning to planned development overlay (PDO) district; (iii) zoning code/text/map amendment; (iv) waivers; and (v) vacation of public right-of-way (hereinafter collectively referred to as the "**Approvals**");

D. WHEREAS, pursuant to Section 32-186 (d)(4), development of real property that has been rezoned to PDO shall require major development review and a development agreement with the City;

E. WHEREAS, Section 32-186 (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;

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 and 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 Hallandale City Center, 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 residential and commercial uses, commonly known as "Hallandale City Center" and more specifically described on Exhibits "A-1 and A-2."
 - C. **"CRA Redevelopment Agreement"** shall mean that certain agreement between Developer and the Hallandale Beach Community Redevelopment Agency dated March 19, 2018.
 - D. **"First Amendment to Redevelopment Agreement"** shall mean that certain agreement between Developer and the Hallandale Beach Community Redevelopment Agency dated May 13, 2019, which amended the CRA Redevelopment Agreement.
- 3. **Description of Real Property.** The location of the property which is the subject of this Development Agreement is shown in Exhibit A-1. The legal description of the Property is set forth on Exhibit "A-2."
 - 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, including the CRA Redevelopment Agreement and the First Amendment to Redevelopment Agreement.
 - 5. **Permitted Uses and Development.** The Property may include all those uses permitted in the West RAC Foster Road Sub-District zoning district or as may be restricted by the CRA Redevelopment agreement.
 - A. The development consists of two residential buildings with 22 units each and one mixed use building with 45 residential units and 26,530 square feet of retail and office space. The total development is 89 residential units and 26,530 square feet of commercial space.
 - B. The project shall be undertaken in accordance with all city code of ordinances in effect at the time of this agreement and exhibits attached hereto except for exceptions and variations set forth in this Development Agreement and the CRA Redevelopment agreement.
 - 6. **Parking, Dimensional and Landscape Requirements.** The development of the Property with the Permitted Uses shall be in accordance with the applicable West RAC Sub-District. Parking requirements, setbacks, heights, landscaping and other site development

standards shall be as set forth in the approved Site Plan in a complete set on file and maintained by the City's Development Services Department.

7. **Modification of City Regulations.** In consideration of compliance with the Special Conditions in Section 8, the Project may be constructed in accordance with the modifications of the applicable Code provisions approved by the City reflected in the Site Plan and Site Plan Data sheets attached hereto as Exhibit "B".
8. **Special Conditions.** Developer, its successors and assigns, shall comply with the conditions of major development approval, which are set forth in this Development Agreement. It is further understood and agreed that failure to fulfill any provision of this Development 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.
9. **General Development Conditions.**
 - A. All roof-mounted mechanical equipment shall be screened from street view. The roof equipment shall be engineered and screened to reduce noise.
 - B. The Approvals shall be subject to the extension and expiration provisions of the Code of Ordinances.
 - C. Submit a construction staging plan for review and approval by the City Manager or her designee.
 - D. Prior to the issuance of the first building permit for any portion of the Property the Developer shall record in the public records a unity of title unifying the properties described as Lot A under a single ownership, a separate unity of title unifying the properties described as Lot B under a single ownership and a separate unity of title unifying the properties described as Lot C under a single ownership. Developer shall also record in the public records a declaration of restrictive covenant in lieu of unity of title ("Declaration"), in a form agreeable to the Office of the City Attorney, unifying all Lot A, Lot B and Lot C.
 - (i) Unified Development. The development is a mixed use residential and commercial development located in 3 parcels as shown and legally described in Exhibit "A" approved as a unified plan with many features of the plan interdependent on other features in its development, use, operation and off-site improvements, the latter of which must be completed or otherwise secured against failure of completion through such surety acceptable to the City, prior to the issuance of certificates of occupancy for facilities dependent upon such improvements. In furtherance of such unified

development, a single entity, individual owner or property owner's association shall be empowered to act on behalf of multiple owners in fulfillment of all obligation under this Agreement. In the event of multiple owners, the property owners association shall serve as the single entity to whom all parties and governments may look to for effective performance of this Development Agreement. The recording of this Development Agreement shall create a covenant running with the land and notice of the joint and severable obligations created herein as a unified development.

- (ii) The Developer agrees that the Property will be developed in substantial accordance with the approved site plan. In the event of multiple ownerships subsequent to site plan approval, Developer agrees that each of the subsequent owners shall be bound by the terms, provisions and conditions of the Declaration. The Developer shall further agree that he or she will not convey portions of the subject property to such other parties unless and until the owner and such other party shall have executed and mutually delivered, in recordable form, an instrument to be known as an "easement and operating agreement" which shall contain, among other things (as applicable) the following provisions or portions thereof, which may be waived by the City Manager if they are not applicable to the subject property, for example, in a sale as an individual condominium. These provisions of the easement and operating agreement shall not be amended without prior written approval of the Office of the City Attorney. In addition, such easement and operating agreement shall contain such other provisions with respect to the operation, maintenance and development of the property as to which the parties thereto may agree, all to the end that although the property may have several owners, it will be constructed, conveyed, maintained and operated in accordance with the approved site plan.
 - (a) Easements in the common area of each parcel for ingress to and egress from the other parcels;
 - (b) Easements in the common area of each parcel for the passage and parking of vehicles;
 - (c) Easements in the common area of each parcel for the passage and accommodation of pedestrians;
 - (d) Easements for access roads across the common area of each parcel to public and private roadways;
 - (e) Easements for the installation, use, operation, maintenance, repair, replacement, relocation and removal of utility facilities in appropriate areas in each such parcel;
 - (f) Easements on each such parcel for construction of buildings and improvements in favor of each such other parcel;

- (g) Easements upon each such parcel in favor of each adjoining parcel for the installation, use, maintenance, repair, replacement and removal of common construction improvements such as footings, supports and foundations;
- (h) Easements on each parcel for attachment of buildings;
- (i) Easements on each parcel for building overhangs and other overhangs and projections encroaching upon such parcel from adjoining parcel such as, by way of example, marquees, canopies, lights, lighting devices, awnings, wing walls and the like;
- (j) Appropriate reservation of rights to grant easements to utility companies;
- (k) Appropriate reservation of rights to road right-of-ways and curb cuts;
- (l) Easements in favor of each such parcel for pedestrian and vehicular traffic over dedicated private ring roads and access roads; and
- (m) Appropriate agreements between the owners of the several parcels as to the obligation to maintain and repair all private roadways, parking facilities, common areas and common facilities and the like.

- (iii) Phasing. Schedule and phasing of the project shall be as required by the CRA Redevelopment Agreement.

- E. The Project shall be designed and constructed to qualify for and obtain Green Building Certification to comply with all City Code requirements relative to green buildings and obtain LEED certification.
- F. The Developer shall construct: (i) abutting Lot A, a 6-foot wide concrete sidewalk on N.W. 1st Avenue and N.W. 2nd Avenue and a 7-foot wide concrete sidewalk on NW 5th Street (Foster Road); (ii) abutting Lot B, a 6-foot wide concrete sidewalk on N.W. 1st Avenue and Dixie Highway and a 10'3" wide concrete sidewalk on N.W. 6th Street; (iii) abutting Lot C a 6-foot to 9-foot concrete sidewalk on N.W. 1st Avenue, and 6-foot to 16-foot concrete sidewalk on Dixie Highway and a 10-foot to 18-foot concrete sidewalk on NW 5th Street (Foster Road).
- G. Upon vacation of that portion of N.W. 6th Street abutting Lot B and Lot C, Developer shall provide a 40-foot utility easement ("Utility Easement") to provide for required utilities to serve the Project and to permit continued use and operations of an existing water main under the vacated street, as well as for future storm-water and other utility's needs. Within the Utility Easement Developer shall also provide a 24 feet road access easement through that portion of NW 6th Street to be vacated.
- H. Developer agrees to provide all required pavement restoration associated with utility service installations, sidewalks, swale construction, milling, and resurfacing of the

existing pavement (“Developer’s Road Improvements”) for the following City street right-of-way limits:

- (i) N.W. 5th Street (Foster Road) from North Dixie Highway to N.W. 2nd Avenue.
- (ii) N.W. 6th Street from North Dixie Highway to 1st Avenue.
- (iii) N.W. 1st Avenue from N.W. 5th Street (Foster Road) to N.W. 7th Street.
- (iv) N.W. 2nd Avenue from N.W. 5th Street (Foster Road) to N.W. 6th Street.

I. Developer agrees to provide right-of-way dedications in a form acceptable to the City Attorney as follows:

- (i) Adjacent to Lot A -10 feet along Foster Road; 5 feet along NW 1st Avenue; and 5 feet along NW 2nd Avenue.
- (ii) Adjacent to Lot B - 5 feet along NW 1st Avenue and 4 feet along Dixie Highway.
- (iii) Adjacent to Lot C -10 feet along Foster Road; 5 feet along NW 1st Avenue; and 4 feet along Dixie Highway.

J. Developer agrees to install PTZ (Pan/Tilt/Zoom) security cameras on the project. Developer shall propose in writing to the Police department a description of its plans for PTZ cameras it will install on the development to monitor the surrounding public areas and connect to the Police department for review and retrieval purposes. Developer shall have received written acceptance of such description from the Chief of Police and submitted a copy of acceptance to the Development Services Department prior to the issuance of the first building permit for the project. Such proposal, at a minimum, shall include the use of software compatible with that specified by the Police Department and identify the number of cameras included and their locations. Maintenance of the cameras after installation shall be the City’s responsibility.

K. The 5 City spaces on Level 3 of the parking garage shall be Level 2 vehicle charging stations provided by the Developer.

L. The Developer shall obtain the City’s approval and required permits prior to undertaking any installation of infrastructures, resurfacing or other actions within the public rights-of-way in connection with the construction of the project.

10. **Controlling Documents.** The Site Plan is hereby incorporated herein by reference and made a part of this Development Agreement. The Project shall be developed in substantial accordance with the Site Plan, subject to minor modification by the City Manager in his or her 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 Development Agreement, this Development 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. **Service 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 (paid proportionally per building at building permit) and this Agreement and as reflected in the Water and Sewer Fee Schedule attached hereto as Exhibit ____.
 - B. Payment of water connection fees (paid proportionally per building at building permit) pursuant to City Code. The fee is not creditable towards other water/sewer impact fees.
 - C. Payment of transportation mitigation fees in the amount of \$172,528 (paid proportionally per building at building permit).
 - D. Payment of Recreation and Open Space fee in the amount of \$86,775 (paid proportionally per Building at building permit). This amount is based on a rate of \$975 per residential unit (89 residential units x \$975).
 - E. Prior to issuance of the first certificate of occupancy, payment of Public Safety contribution to be paid based on the following rate: \$217 per residential unit for police service and \$204 per 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. Based upon the current maximum buildout scenario for the Project as set forth on the site plan (89 residential units x \$421 per unit= \$37,469 and 26,530 square feet of commercial development x \$.71=\$18,836. Developer's maximum public safety contribution will be \$56,305 for the project.
 - F. At the time of issuance of the first building permit for any habitable structure, the developer shall contribute the City the cost of construction of a bus shelter in the amount of \$25,000 to be erected in the vicinity of the project.

13. **Other voluntary Developer contributions.** At the time of issuance of the first building permit for any Major Building in the Project the Developer shall make the following voluntary one-time contributions:
- a. A \$20,000 contribution to the City of Hallandale Police Athletic League (P.A.L.) program.
 - b. A \$5,000.00 contribution to the City's community marketing program to promote the general area where the Project is located.
14. **Amendments.** Any amendments to this agreement shall not be approved unless all parties subject to this Development Agreement agree to the amendment and such amendment is incorporated into the Development Agreement. All amendments to this Agreement shall be made in conformance with Section 32-805 of the City's Zoning and Land Development Code, Development Agreements; Amendments and Minor Changes. 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 Liability Company duly organized and validly existing under the laws of the State of Florida, and has full power and capacity to own its properties, to conduct its business as presently conducted by Developer, and to enter into the transactions contemplated by this Development Agreement.
 - B. Developer's execution, delivery and performance of this Development 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 Development Agreement.
 - D. This Agreement constitutes the valid and binding obligations 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 Development 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 Development 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. **Binding Effect.** This Development Agreement shall be recorded in the Public Records of Broward County, Florida, and the provisions of this Development Agreement shall be binding upon the parties hereto and their respective successors and assigns as a covenant running with and binding upon the Property.
18. **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 Development 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, the City shall exercise all remedies available at law and/or equity to enforce this Development Agreement.
19. **Hold Harmless.** Developer agrees to and shall hold the City, its officer, 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 attorneys' fees and costs of suit incurred in connection with such

claims at the trial and appellate levels), caused or alleged to have been caused by reason of Developer's activities in connection with the Proposed Development.

20. **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.
21. **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.
22. **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.
23. **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
 City_Manager_Office@Hallandalebeachfl.gov

With counterpart to: City of Hallandale Beach
 Attn: City Attorney
 400 South Federal Highway
 Hallandale Beach, FL 33009
 (954) 457-1325- phone
 CityAttorneyDL@cohb.org

With counterpart to: City of Hallandale Beach
 Attn: Development Services Director

400 South Federal Highway
Hallandale Beach, FL 33009
(954) 457-1375 –phone
DevelopmentServicesDL@Hallandalebeachfl.gov

If to CRA: Hallandale Beach Community
Redevelopment Agency
Attn: CRA Director
400 South Federal Highway
Hallandale Beach, FL 33009
(954) 457-2228- phone
(954) 457-1342- fax

With counterpart to: City of Hallandale Beach
Attn: CRA Attorney
400 South Federal Highway
Hallandale Beach, FL 33009
(305) 416-6880 – phone
(305) 416-6887- fax

If to Developer: Hallandale City Center, LLC.
Attn: Claudia Penas
1250 Hallandale Beach Blvd.
Suite 1002
Hallandale Beach, FL 33009

24. **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.
25. **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.
26. **Effective Date**. This Development Agreement shall become effective on the date that all of the necessary City Commission Approvals become final and all appeal periods have expired without an intervening appeal.
27. **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.

28. **Waiver of jury trial and objections to venue.** The parties hereby knowingly, voluntarily and intentionally waive the right any of them may have to a trial by jury in respect of any litigation based upon this agreement or arising out of, under or in connection with this agreement and any agreement contemplated to be executed in conjunction herewith, or any course of conduct, course of dealing, statements (whether verbal or written) or actions of any party. This provision is a material inducement for the parties entering into this agreement. The parties hereby knowingly, voluntarily and intentionally waive any objection to venue, provided, however, that such venue is consistent with the requirements of this agreement.

29. **Extensions.** Developer agrees to restrict the project's ability to request extensions based on State of Emergency Declarations by the governor of Florida under F.S. Section 252.363, unless the State of Emergency directly names Broward County.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by the proper officers the day and year above written.

CITY OF HALLANDALE BEACH

Jenorgen M. Guillen CMC, City Clerk

Greg Chavarria City Manager

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

Jennifer Merino, City Attorney

Witness: _____
Print Name: _____

Hallandale City Center, LLC,
a Florida Limited Liability Company

Witness: _____
Print Name: _____

By: _____
Print Name: _____
Title: _____
Address: _____

STATE OF _____)
COUNTY OF _____)

SS:

The foregoing Agreement was acknowledged before me this ____ day of _____, by _____, as _____ of HALLANDALE CITY CENTER, LLC, 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.

[NOTARIAL SEAL]

Notary: _____
Print Name: _____
Notary Public, State of _____
My commission expires: _____

EXHIBIT "A-1"
Hallandale City Center
Location Map

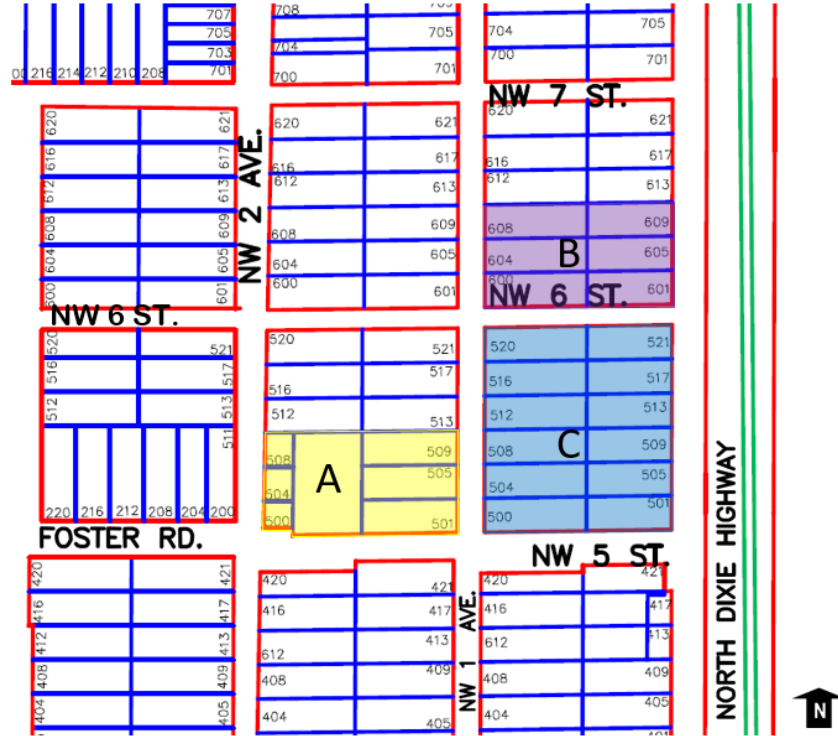


EXHIBIT "A-2"
Hallandale City Center
LEGAL DESCRIPTION

LEGAL DESCRIPTIONS:

PARCEL "A"

Lots 1,2,3,4,5 and 6 in Block F, of "GEORGE M. PHIPPENS'S SUBDIVISION" of Lots 11 and 12 of "FREDERICK'S SURVEY" a Subdivision in the Southwest one-quarter (1/4) of Section 22, Township 51 South, Range 42 East, according to the Plat thereof as recorded in Plat Book 1, of Page 71 of the Public Records of Miami-Dade County, Florida, said land situate, lying and being in Broward County, Florida.

Less the South 10.00 feet of Lots 1 and 2 in Block F, and
Less that part of Lot 1 Block F, described as follows: COMMENCING at the Southeast corner of said Lot 1; thence Westerly along the South line of said Lot 1 at distance of 100.00 feet to the POINT OF BEGINNING; thence continue along the last described course at a distance of 42.00 feet to the Southwest corner of said Lot 1; thence Northerly along the West line of said Lot 1 at a distance of 11.62 feet; thence Easterly at a distance of 42.04 feet to a point 9.90 feet North of the South line of said Lot 1; thence Southerly at a distance of 9.90 feet to the POINT OF BEGINNING.

PARCEL "B"

Lots 1,2,3,4,5 and 6, less the East 10.00 feet of Lots 2, 4 and 6 in Block G, of "GEORGE M. PHIPPENS'S SUBDIVISION" of Lots 11 and 12 of "FREDERICK'S SURVEY" a Subdivision in the Southwest one-quarter (1/4) of Section 22, Township 51 South, Range 42 East, according to the Plat thereof as recorded in Plat Book 1, of Page 71 of the Public Records of Miami-Dade County, Florida, said land situate, lying and being in Broward County, Florida

PARCEL "C"

Lots 1,2,3,4,5,6,7,8,9,10,11 and 12, less the East 10.00 feet thereof, of Block E, of "GEORGE M. PHIPPENS'S SUBDIVISION" of Lots 11 and 12 of "FREDERICK'S SURVEY" a Subdivision in the Southwest one-quarter (1/4) of Section 22, Township 51 South, Range 42 East, according to the Plat thereof as recorded in Plat Book 1, of Page 71 of the Public Records of Miami-Dade County, Florida, said land situate, lying and being in Broward County, Florida

"N.W. 6 STREET" (A PORTION)

A portion of land lying on the South line of lots 1 and 2, Block "G" of "GEORGE M. PHIPPENS'S SUBDIVISION" and the East right of way line of N.W. 1st Avenue and the West right of way line of North Dixie Highway and the North line of lots 11 and 12 of "GEORGE M. PHIPPENS'S SUBDIVISION", of "FREDERICK'S SURVEY" a Subdivision in the Southwest one-quarter (1/4) of Section 22, Township 51 South, Range 42 East, according to the Plat thereof as recorded in Plat Book 1, of Page 71 of the Public Records of Miami-Dade County, Florida, said land situate, lying and being in Broward County, Florida.

And

The North 10.00 feet of lots 11 and 12 of "GEORGE M. PHIPPENS'S SUBDIVISION", of "FREDERICK'S SURVEY" a Subdivision in the Southwest one-quarter (1/4) of Section 22, Township 51 South, Range 42 East, according to the Plat thereof as recorded in Plat Book 1, of Page 71 of the Public Records of Miami-Dade County, Florida, said land situate, lying and being in Broward County, Florida.

EXHIBIT “B”

SITE PLAN DATA		
LOT A		
ADDRESS	505 nw 2 Av./501 NW 1st. Av./110 Foster Rd.	
ZONING	WEST RAC	
GROSS AREA	42,545.98 SQ FT. (0.9767 ACRES)	
NET AREA	38,828.86 SQ FT. (0.88 ACRES)	
DEDICATION AREA	3,717.12 SQ FT. (0.0852 ACRES)	
FLOOD ZONE	X-shaded, 0.2 PCT ANNUAL CHANCE FLOOD HAZARD	
ZONING CRITERIA	ALLOWED	PROPOSED
Occupancies	WEST RAC	WEST RAC
Residential Units (#)	22	22
SETBACKS	REQUIRED	PROPOSED
NW 5TH ST (Front)	Min 2 ft. Max 10 ft.	9'-6"
1ST AVE (Corner)	10'-0"	10'-6"
NW 2ND AVE (Corner)	10'-0"	10'-2"
Rear	20'-0"	22'-8"
BUILDING FRONTAGE	REQUIRED	PROPOSED
	50%	73%
BUILDING HEIGHT	REQUIRED	PROPOSED
	3 STORIES 40'-0"	2 STORIES 28'-8"
LANDSCAPE AREA	REQUIRED	PROPOSED
	15% (5,824 sq. ft.)	33 % (12,887 sq. ft.)
DENSITY (25 X ACRE)	ALLOWED	PROPOSED
2 BED TOTAL	22	22
PARKING	REQUIRED	PROPOSED
Spaces	50	50*

* 45 off street parking spaces, 5 parking spaces for visitors designated at (Lot C)

* 5 Bicycle stands

LOT B		
ADDRESS	605 N. Dixie Hwy and 608 NW 1st. Ave.	
ZONING	CENTER RAC	
GROSS AREA	41,246 SQ. FT. (0.9471 ACRES)	
NET AREA	39,896 SQ. FT. (0.8988 ACRES)	
DEDICATION AREA	1,350 SQ. FT. (0.0309 ACRES)	
FLOOD ZONE	X-shaded, 0.2 PCT ANNUAL CHANCE FLOOD HAZARD	
ZONING CRITERIA	ALLOWED	PROPOSED
Occupancies	CENTER RAC	WEST RAC
Residential Units (#)	22	22
SETBACKS	REQUIRED	PROPOSED
NW 6TH (Front)	Min 2 ft. Max 10 ft.	9'-6"
NORTH DIXIE HWY(Corner)	10'-0"	10'-8"
1ST AVE (Corner)	10'-0"	10'-0"
Rear	20'-0"	50'-7"
BUILDING FRONTAGE	REQUIRED	PROPOSED
	50%	86%
BUILDING HEIGHT	REQUIRED	PROPOSED
	3 STORIES 40'-0"	2 STORIES 28'-8"
LANDSCAPE AREA	REQUIRED	PROPOSED
	15% (5,985 sq. ft.)	17% (6,800 sq.ft.)
DENSITY (25 X ACRE)	ALLOWED	PROPOSED
2 BED TOTAL	22	22
PARKING	REQUIRED	PROPOSED
Spaces	50	57*

* 48 off street parking spaces, plus 9 parallel parking spaces (6th street.)

* 5 bicycle stands

LOT C ¹		
ADDRESS	501 N. Dixie Hwy.	
ZONING	WEST RAC	
GROSS AREA	82,500 SQ. FT. (1.8942 ACRES)	
NET AREA	74,480 SQ. FT. (1.7211 ACRES)	
DEDICATION AREA	8,020 SQ. FT. (0.1840 ACRES)	
NW 6TH ST R/W	10,367 SQ. FT. (0.2442 ACRES)	
NET AREA WITH R/W	84,847 SQ. FT. (1.9478 ACRES)	
FLOOD ZONE	X-shaded, 0.2 PCT ANNUAL CHANCE FLOOD HAZARD	
ZONING CRITERIA	ALLOWED	PROPOSED
Occupancies	WEST RAC	WEST RAC
Residential Units (#)	49	45
Retail Area (S.F.)		16,563 sq. ft.
Office Area (S.F.)		17,280 sq. ft.
SETBACKS	REQUIRED	PROPOSED
NORTH DIXIE HW (corner)	10'-0"	4'-7"
FOSTER RD(Front)	Min 2 ft. Max 10 ft.	4'-5"
1ST AVE (Corner)	10'-0"	3'-1"
NW 6TH ST (Rear)	20'-0"	N/A
BUILDING FRONTAGE	REQUIRED	PROPOSED
	50%	83%
BUILDING HEIGHT	REQUIRED	PROPOSED
	3 STORIES 40'-0"	3 STORIES 40'-0"
LANDSCAPE AREA	REQUIRED	PROPOSED
	15% (12,727 sq. ft.)	6% (5,000 sq. ft.)
DENSITY (25 X ACRE)	ALLOWED	PROPOSED
2 BED TOTAL	49	45
PARKING	REQUIRED	PROPOSED
OFF STREET PARKING		15
6 TH ST (PARALLEL PS)		5
STRUCTURED PARKING		
First floor		58
Second floor		62
Third Floor		62
Roof		65
TOTAL PARKING STRUCTURE		247
TOTAL PARKING	186	262

* 5 parallel parking at 6th st and 20 bicycle stands

*5 designated parking spaces for visitors for Lot A (counted under Lot A)

Note: 55 Spaces are designated as public parking per RA. Total parking required is 186, provided is 210

1. Lot C total area includes the R/W dedication of NW 6th Street of 0.2442 Acres. The application for the R/W dedication will be submitted in conjunction with the DRC application