

RESOLUTION R-96-1194

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, MAKING FINDINGS OF FACT AND CONCLUSIONS OF LAW PERTAINING TO WELLINGTON COMMONS, A DEVELOPMENT OF REGIONAL IMPACT (DRI), AND CONSTITUTING THIS RESOLUTION AS A DEVELOPMENT ORDER (DO) BY PALM BEACH COUNTY IN COMPLIANCE WITH LAW; PROVIDING AN EFFECTIVE DATE; AND PROVIDING A TERMINATION DATE.

RECITALS

WHEREAS, Henry V. Murphy, authorized signatory for the Taubman Company Limited Partnership, Applicant, on behalf of TJ Palm Beach Associates Limited Partnership and BreFrank, Inc., have filed a DRI Application for Development Approval (ADA) with Palm Beach County, Florida, in accordance with Section 380.06, Florida Statutes, for a 466.5 acre parcel of property located on the southwest corner of the intersection of Forest Hill Boulevard and State Road 7/US 441 in the Village of Wellington, Florida; and

WHEREAS, said Applicant proposes to construct a 1,776,000 square foot regional mall, 520,000 square feet of retail/commercial, 65,000 square feet of office, 125 room/90,000 square foot hotel, and 700 residential units consisting of 400 multi-family units and 300 congregate living facility units, consistent with the preliminary development plan for the Wellington Commons DRI dated July 26, 1996, constituting a DRI on the real property legally described in Exhibit A, attached hereto; and

WHEREAS, the Board of County Commissioners as the governing body of Palm Beach County having jurisdiction, pursuant to the Charter for the Village of Wellington, is the local government entity authorized and empowered by Chapter 380.06, Florida Statutes, to consider Applications for Development Approval for Developments of Regional Impact; and

WHEREAS, the Board of County Commissioners, TJ Palm Beach Associates Limited Partnership and BreFrank, Inc., have entered into a Public Facilities Agreement dated August 26, 1996 to provide for construction of the necessary roadways for the development to meet the County Traffic Performance Standards Ordinance and the requirements of Rule 95-2.045, Florida Administrative Code, which agreement is incorporated in this Development Order (DO) as Exhibit B, attached hereto; and

WHEREAS, the Board of County Commissioners, TJ Palm Beach Associates Limited Partnership and BreFrank, Inc., and the Florida Department of Community Affairs have entered into a DRI Agreement, attached as Exhibit F to the Public Facilities Agreement, which contains conditions for termination or vesting of the DRI based on specific criteria; and

WHEREAS, the notice and hearing requirements of Section 380.06, Florida Statutes, have been satisfied; and

WHEREAS, the Board of County Commissioners has considered the evidence and testimony presented by the petitioner and other interested parties, the recommendations of the various county review agencies, and the recommendation of the Zoning Commission; and

WHEREAS, on August 26, 1996, the Board of County Commissioners held a duly noticed public hearing on the DRI ADA and has heard and considered the testimony taken there at; and

WHEREAS, the Board of County Commissioners has received and considered the assessment report and recommendations of the Treasure Coast Regional Planning Council; and

WHEREAS, the Board of County Commissioners has made the following findings of fact regarding the ADA:

FINDINGS OF FACT

1. The Whereas clauses are true and correct and are incorporated herein;
2. The proposed Development is not in an area of critical state concern designated pursuant to the provisions of Section 380.06, Florida Statutes;
3. The proposed development as conditioned is consistent with the State Land Development Plan;
4. The proposed development as conditioned is consistent with the State Comprehensive Plan;
5. The proposed development as conditioned is consistent with the report and recommendations of the Treasure Coast Regional Planning Council submitted pursuant to Section 380.06(12)(a), Florida Statutes; and
6. The Board of County Commissioners has determined that all regional issues have been sufficiently addressed and that the proposed development is consistent with all regional and local comprehensive plans pursuant to Chapter 163, Florida Statutes; and
7. The proposed development, as conditioned and with the Public Facilities Agreement, is consistent with the local comprehensive plan, zoning, and development laws and regulations of the County; and
8. The information contained in the Forest Hill/SR 7 (a.k.a. Wellington Commons) Application for Development Approval is incorporated into this Development Order by reference and relied upon by the parties in discharging their statutory duties under Chapter 380, Florida Statutes.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, in a public meeting, duly constituted and assembled this 26th day of August, 1996, the Wellington Commons DRI is hereby APPROVED, subject to the conditions, described in Exhibit C, attached hereto, and the following restrictions and limitations:

1. Any modification or deviations from the approval plans or requirements of this DO shall be submitted to the Palm Beach County Board of County Commissioners. Any such submittal shall be made according to and processed in compliance with the requirements of Section 380.06(19), Florida Statutes, and Department of Community Affairs Rule 9J-2, Florida Administrative Code.
2. The definitions found in Chapter 380, Florida Statutes, shall apply to this DO.
3. Reference herein to any governmental agency shall be construed to mean any future instrumentality that may be created or designated as a successor in interest to, or which otherwise possesses the powers and duties to any referenced governmental agency in existence on the effective date of this DO.
4. Palm Beach County hereby agrees that prior to December 31, 2009, the Wellington Commons DRI shall not be subject to down zoning, unit density reduction, or intensity reduction, unless a) the County demonstrates that substantial changes in the conditions underlying the approval of the DO have occurred, or b) that the DO was based on substantially inaccurate information provided by the developer, or c) that the change is clearly established by the County to be essential to the public health, safety, or welfare, or d) that termination pursuant to the DRI Agreement occurs.
5. This DO is subject to and contingent on fulfillment of the conditions of the Public Facilities Agreement and DRI Agreement which are referenced herein and made a part hereof.

EXHIBIT A

LEGAL DESCRIPTION FOR SITE BOUNDARY

A PARCEL OF LAND LYING IN SECTION 13, TOWNSHIP 44 SOUTH, RANGE 41 EAST, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 13:

THENCE S^{87°44'41}E ALONG THE NORTH LINE OF SAID SECTION 13 A DISTANCE OF 2643.75 FEET TO THE NORTH ONE-QUARTER CORNER OF SAID SECTION 13:

THENCE CONTINUE S^{87°44'41}E A DISTANCE OF 883.06 FEET TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 5616.58 FEET AND A CENTRAL ANGLE OF 06'53'57" FOR A DISTANCE OF 676.31 FEET TO THE POINT OF TANGENCY;

THENCE S^{80°50'44}E A DISTANCE OF 249.96 FEET TO A POINT CURVATURE;

THENCE ALONG A CURVE TO THE LEFT HAVING RADIUS OF 5842.58 FEET THROUGH A CENTRAL ANGLE OF 05'32'46" FOR A DISTANCE OF 565.55 FEET TO THE WEST RIGHT-OF-WAY LINE OF STATE ROAD NO. 7;

THENCE S^{00°21'56}E A DISTANCE OF 848.66 FEET;

THENCE S^{01°58'01}W ALONG A LINE PARALLEL WITH AND 240.00 FEET WESTERLY OF, AS MEASURED AT RIGHT ANGLES TO, THE EAST LINE OF SAID SECTION 13 A DISTANCE OF 363.28 FEET;

THENCE N^{88°19'00}W A DISTANCE OF 28.46 FEET;

THENCE S^{01°57'22}W A DISTANCE OF 208.71 FEET;

THENCE S^{88°18'59}E A DISTANCE OF 199.16 FEET TO THE WEST RIGHT-OF-WAY LINE OF STATE ROAD NO. 7;

THENCE S^{02°04'34}W ALONG THE SAID WEST RIGHT-OF-WAY LINE A DISTANCE OF 2520.50 FEET;

THENCE N^{88°05'25}W ALONG THE SOUTH LINE OF THE NORTH ONE-HALF OF THE SOUTH ONE-HALF OF SAID SECTION 13 A DISTANCE OF 5208.20 FEET TO THE WEST LINE OF SAID SECTION 13;

THENCE N^{01°52'58}E A DISTANCE OF 1360.79 FEET TO THE WEST ONE-QUARTER CORNER OF SAID SECTION 13;

THENCE N^{01°54'00}E A DISTANCE OF 2720.57 FEET TO THE POINT OF BEGINNING.

LESS THE RIGHT-OF-WAY FOR LAKE WORTH DRAINAGE DISTRICT LATERAL CANAL S-5 AS DESCRIBED IN RIGHT-OF-WAY WARRANTY DEED FROM HAMYRA REALTY CORPORATION TO PALM BEACH COUNTY, RECORDED ON JANUARY 8, 1988 IN OFFICIAL RECORDS BOOK 5539. PAGE 1776.

SAID LANDS SITUATE, LYING, AND BEING IN PALM BEACH COUNTY, FLORIDA, CONTAINING 476.19 ACRES MORE OR LESS.

6. This DO shall be binding upon the developer and its assignees or successors in interest.
7. The approval granted by this DO is conditional and shall not be construed to obviate the duty of the developer to comply with all other applicable local, State, and federal permitting requirements.
8. If any portion or section of this DO is deemed to be invalid, illegal, or unconstitutional by a court of competent jurisdiction, then this development shall be required to obtain a substantial deviation determination.
9. This Development Order shall become effective August 26, 1996.
10. Certified copies of this Development Order shall be transmitted immediately by certified mail to the Department of Community Affairs, the Treasure Coast Regional Planning Council, and Henry V. Murphy, on behalf of TJ Palm Beach Associates Limited Partnership and Brefrank, Inc.
11. This Development Order is approved concurrent with Zoning Petition PDD96-40, Official Zoning Map Amendments (rezonings) to Planned Development Districts, including one Residential Planned Unit Development (PUD) and seven Multiple Use Planned Developments (MUPD's).

Commissioner Marcus moved for the approval of the Resolution.

The motion was seconded by Commissioner Aaronson and, upon being put to a vote, the vote was as follows:

Ken Foster, Chair	--	Aye
Burt Aaronson, Vice Chair	--	Aye
Maude Ford Lee	--	Absent
Karen T. Marcus	--	Aye
Mary McCarty	--	Aye
Warren Newell	--	Aye
Carol A. Roberts	--	Absent

The Chair thereupon declared that the resolution was duly passed and adopted on August 26, 1996.

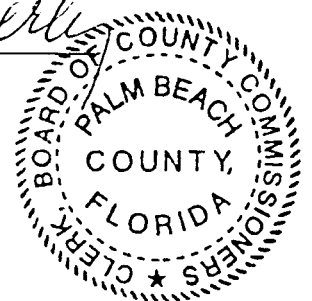
APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

PALM BEACH COUNTY, FLORIDA
BY ITS BOARD OF COUNTY
COMMISSIONERS

DOROTHY H. WILKEN, CLERK

BY: 
COUNTY ATTORNEY

BY: 
DEPUTY CLERK



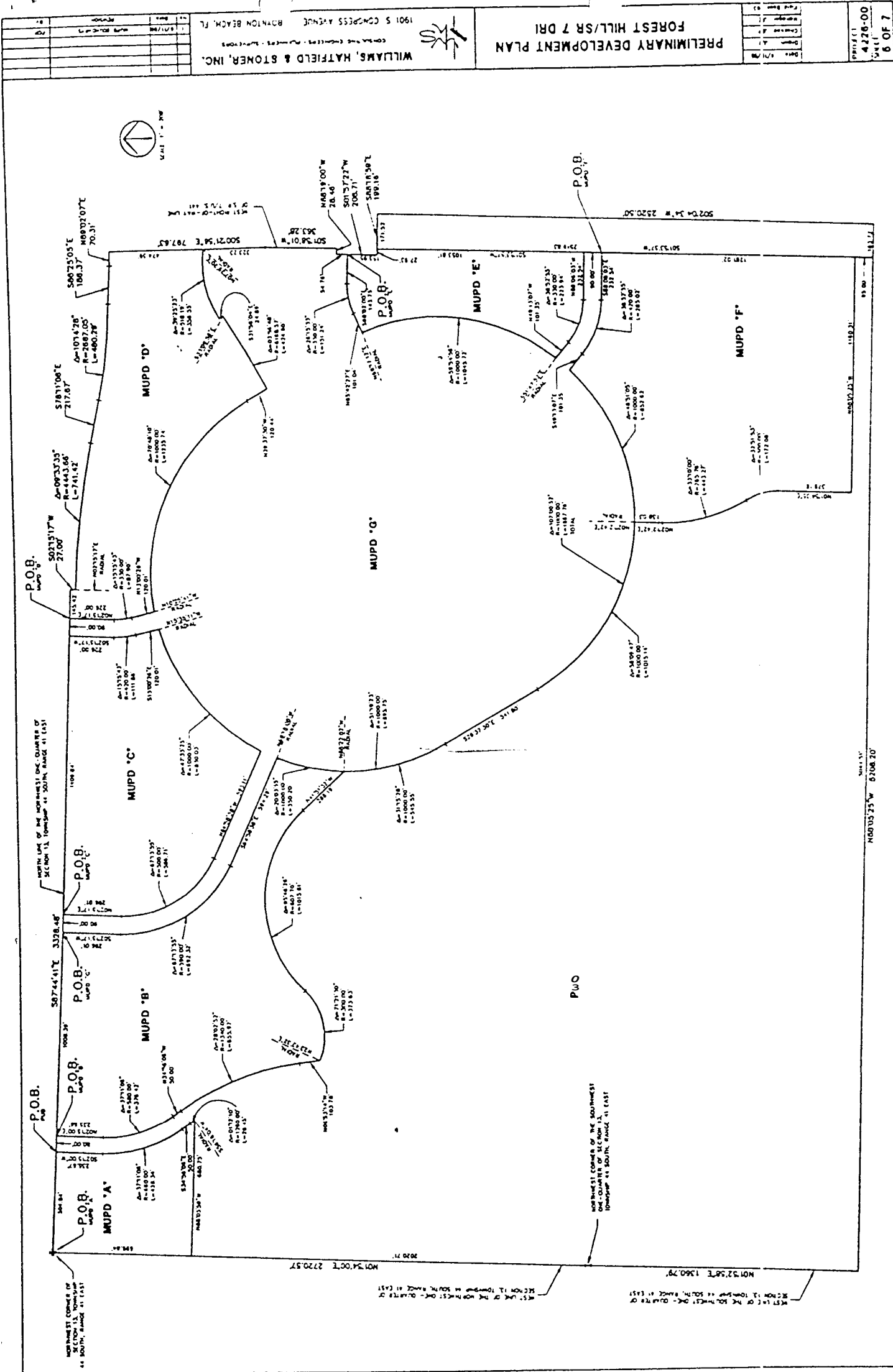


EXHIBIT B
VICINITY SKETCH

EXHIBIT C

REGIONAL CONDITIONS

A. APPLICATION FOR DEVELOPMENT APPROVAL

1. The Forest Hill/SR7 (a.k.a. Wellington Commons) ADA is incorporated herein by reference. It is relied upon, but not to the exclusion of other available information, by the parties in discharging their statutory duties under Chapter 380, Florida Statutes. Substantial compliance with the representations contained in the ADA, as modified by DO conditions, is a condition for approval. Substantial compliance with the ADA shall be determined by Palm Beach County.¹

For the purpose of this condition, the ADA shall include the following items:

- a. The Application for Development Approval dated September 14, 1995
 - b. supplemental information submitted December 27, 1995;
 - c. supplemental information submitted February 14, 1996; and
 - d. Letter from Brian C. Johnson to Sally Black dated November 6, 1995.
2. If significant physical development of the site fails to commence prior to August 26, 1999, then development approval shall terminate. For the purposes of this condition, significant physical development shall be deemed to have been initiated after placement of permanent evidence of a 50,000 square foot structure or significant infrastructure on the site such as internal roadways, internal utility and water management facilities, building slabs or footings, and/or sub-grade for parking lots or other work beyond the stage of excavation or land clearing. (DATE: MONITORING - Bldg / Eng) _____
 - 3A. The development is approved to occur in two (2) phases commencing in 1996 or as soon thereafter as building permits may be obtained consistent with the provisions of this DO. Development shall occur in sub-phases consistent with the requirements contained herein. In no case, however, is any other development to occur until construction has commenced on the regional mall (MUPD G). Given those restrictions, phasing is limited as follows:

¹ "Palm Beach County" or "County", as herein means Palm Beach County until December 31, 1999. After that date, the local governing body for the purpose of regulating the development of this project shall be the Village of Wellington. (See Section 9.F.1, Village of Wellington Charter. Chapter 95-496, Laws of Florida.)

**PHASING AND
MAXIMUM GROSS SQUARE FEET
OF FLOOR AREA/UNIT/BED TOTALS**

Use	Phase 1 1996 - 1999	Phase 2 2000 - 2004	Buildout 2004
MUPDs A-F			
Retail/Commercial	355,000	165,000	520,000
Office	0	65,000	65,000
Hotel Rooms/SF *	0	125/90,000	125/90,000
Subtotal	355,000	320,000	675,000
MUPD G			
Regional Mall **	1,518,000 (1,235,000)	258,000 (210,000)	1,776,000 (1,445,000)
TOTAL NONRESIDENTIAL SF	1,873,000	578,000	2,451,000
RESIDENTIAL PUD			
Multifamily Units CLF Beds/Residents ***	400 300/390	0 0	400 300/190
Public Park (ac)	10.00	0	10.00
Preserve (ac) ****	24.10	0	24.10

- * Maximum 75,000 square foot hotel and 15,000 square feet of ancillary uses (90,000 gross square feet of floor area total).
- ** Number in parenthesis indicates maximum gross leasable area.
- *** CLF and ancillary uses are limited to a maximum of 300,000 gross square feet of floor area.
- **** See Conditions 18 and 30. (ONGOING: DRC)

- 3B. Phase 2 land uses may be developed in Phase 1 subject to approval of a trip generation analysis by the County Engineer, in accordance with Condition E.1.c of the local conditions of approval for this project. (DRC: ENG)
- 4. The project buildout date shall be December 31, 2004. (DATE: MONITORING - TCRPC)
- 5. Except as stated in Condition 6 below, this DO shall terminate on December 31, 2009. (DATE: MONITORING - TCRPC)
- 6A. Palm Beach County hereby agrees that prior to December 31, 2009 the Wellington Commons DRI shall not be subject to down zoning, unit density reduction, or intensity reduction, unless the County demonstrates that substantial changes in the conditions underlying the approval of the DO have occurred, or that the DO was based on substantially inaccurate information provided by the developer, or that the change is clearly established by the County to be essential to the public health, safety, or welfare. (DATE: MONITORING - Planning)
- 6B. Palm Beach County and the developer hereby agree that, notwithstanding any provision of this DO or any provision of Chapter 380, Florida Statutes, the following shall constitute changes in the conditions underlying approval of this DO and shall result in the automatic abandonment and termination of this DO which shall result in this DO hereby becoming completely void without need for action on the part of the County or the developer:

- i) A failure of the developer to comply with any of the terms set forth in the Public Facilities Agreement, which is that agreement being an instrument which ensures concurrent provision of road infrastructure for the project consistent with Chapter 163, Florida Statutes and the requirements of the Transportation Standard Rule 95-2.045, Florida Administrative Code; or
 - ii) The Royal Palm Mall DRI has met all of the following criteria prior to this project meeting the same criteria:
 - 1. obtained a DRI DO for a regional mall;
 - 2. secured department store commitments from a minimum of 3 department stores each committing to occupy at least 125,000 square feet of gross leasable area within the regional mall;
 - 3. obtained one or more building permits for the vertical construction of the core of the regional mall which permit(s) authorize(s) the construction of a minimum of 350,000 square feet of gross leasable area. The total gross leasable area of the department stores reflected in the department store commitments and the core of the regional mall authorized by the building permit(s) shall be a minimum of 800,000 square feet; and
 - 4. commenced physical vertical construction of the core of the regional mall which, for the purposes hereof, shall mean the commencement of the pouring of the foundation and footings in connection with a continuous program of construction. The TCRPC shall have the responsibility of informing Palm Beach County of compliance with this condition. (ONGOING: TCRPC)
 - iii) For the purposes of this condition the following are defined in the DRI Agreement, attached as Exhibit F to the Public Facilities Agreement approved by the Palm Beach County Board of County Commissioners concurrent with this DO, and shall apply: "core of the regional mall", "department store", "department store commitments", "gross leasable area", and "regional mall". (ONGOING: TCRPC)
 - iv) The above conditions, 6.B.i and 6.B.ii, are necessary to ensure that an acceptable level of service is maintained on the regional roadway network, most particularly State Road 7 and Forest Hill Boulevard. Another DRI within the same market area has been approved. Both the ADA for that project and the ADA for the Forest Hill/SR 7 acknowledge that the market is only sufficient to support one regional mall. Traffic analyses project that the regional roadway network cannot support two projects generating the quantity of traffic associated with the two regional malls without major additional improvements not included in this DO. Since the market studies for both ADAs indicate that the market can only support one regional mall it would be inappropriate to impose traffic improvement conditions on the projects based on the assumption that two regional malls will, in fact, be built. To allow competition between the projects, yet protect the Region from unmitigated roadway impacts, it is necessary to ensure that no traffic vesting will accrue to the property unless the regional mall described in the ADA is constructed. (ONGOING: TCRPC)
- 6C. Upon abandonment or termination of the DO, Palm Beach County shall evaluate and may consider initiating a comprehensive plan amendment to change the land use map designation on the subject property to one which is deemed most appropriate given existing land uses and land uses as shown in the Palm Beach County and Village of Wellington Comprehensive Plans at that point in time and shall be subject to all of the applicable review requirements for comprehensive plan amendments on property that have no vested or existing use. The developer and Palm Beach County shall enter into a cooperative process to reassess the appropriateness of that previous use. (ONGOING: PLANNING)

7. The DRI Annual Report required by Subsection 380.06(18), Florida Statutes, shall be submitted each year to Palm Beach County, the Village of Wellington, the Treasure Coast Regional Planning Council, the Florida Department of Community Affairs, the Florida Department of Environmental Protection, the Florida Department of Transportation, the South Florida Water Management District, and such additional parties as may be appropriate or required by law. The contents of the report shall include those items required by this DO and Department of Community Affairs Rule 95-2.024, Florida Administrative Code, as may be amended. The Palm Beach County Department of Planning, Zoning and Building shall be responsible for monitoring the development. The DRI Annual Report shall include the Annual Status Report required by Condition 52. (ONGOING: MONITORING)
8. The DRI Annual Report shall be submitted each year on the anniversary date of the adoption of the DO (August 26, 1996). (DATE: MONITORING)
9. Any modification or deviations from the approved plans or requirements of this DO shall be submitted to the Palm Beach County Zoning Director. Any such submittal shall be made according to and processed in compliance with the requirements of Section 380.06(19), Florida Statutes, and the Department of Community Affairs Rule 9J-2, Florida Administrative Code, or as otherwise permitted by law. (ONGOING: ZONING)
10. The definitions found in Chapter 380, F.S., 1995 Edition, shall apply to this DO. In case of conflicts, Chapter 380 shall apply. (ONGOING: CO ATT - TCRPC)
11. Reference herein to any governmental agency shall be construed to mean any future instrumentality that may be created or designated as a successor in interest to, or which otherwise possesses the powers and duties to any referenced governmental agency in existence on the effective date of this DO. (ONGOING: CO ATT - TCRPC)
12. This DO shall be binding upon the property owner(s) and its assigns or successors in interest. (ONGOING: CO ATT)

B. ENVIRONMENTAL AND NATURAL RESOURCES OF REGIONAL SIGNIFICANCE

- 13A. Prior to March 1, 1997, the developer shall complete a carbon monoxide air quality study. Before conducting the study the developer shall meet with the Palm Beach County Public Health Unit (PBCPHU), DEP and Treasure Coast Regional Planning Council to establish parameters for the study. This study is to be submitted to the DEP and PBCPHU within fifteen days of its completion. The air quality study is to be completed to the satisfaction of DEP and PBCPHU. The study results shall be provided to Palm Beach County Remediation for any problems projected by the study shall be undertaken consistent with the DCA Air Quality Uniform Standard Rule 95-2.046, Florida Administrative Code. (DATE: MONITORING - Health)
- 13B. Approval of the study by DEP and PBCPHU must be obtained before final site plan approval. (DRC: HEALTH - DEP)
14. During land clearing and site preparation, soil treatment techniques appropriate for controlling unconfined particulate emissions shall be undertaken. If construction on a parcel will not begin within thirty (30) days of clearing, the soil is to be stabilized until construction on that parcel begins. Cleared areas may be sodded, seeded, landscaped or mulched to stabilize to soil. Minimal clearing for access roads, survey lines, fence installation, or construction trailers and equipment staging areas is allowed without the need for soil stabilization. The purpose of this condition is to minimize dust and dirt production during land clearing and to prevent soil from becoming airborne between the time of clearing and construction. (ONGOING: HEALTH)

15. The final site and building designs shall comply with the Florida Thermal Efficiency Code Part VII, Chapter 553, Florida Statutes. To the maximum extent feasible the project shall also incorporate measures identified in the Treasure Coast Regional Planning Council's Regional Energy Plan dated May 1979, and the Regional Comprehensive Policy Plan. Energy-efficient lighting shall be used for all exterior areas of the project where lighting is needed. If natural gas is available to the project, it shall be used to the maximum extent feasible to serve the energy needs of the project. (BLDG PERMIT: BLDG)
16. The developer shall take no action (e.g., construction of a building or lake) that might foreclose the opportunity for pedestrian connections between the site and future development to the south or Fairlane Farms Road to the west. Such connections to the west may be a sidewalk along Forest Hill Boulevard, however, the southern connection shall be in addition to any sidewalk provided adjacent to SR 7 and shall be indicated on the preliminary development plan. Without a unified plan of development, providing such connections shall not be regarded as meeting any criteria for aggregation pursuant to Chapter 380, Florida Statutes. (DRC: ZONING)
17. Before obtaining a certificate of occupancy for the first structure within any planned development, the developer shall remove all prohibited species from that planned development in accordance with Section 7.5 of the ULDC. Removal shall be in a manner that avoids seed dispersal by any of these species. There shall be no planting of these species on site. The entire site, including the upland preserve and buffers, shall be maintained free of these species in perpetuity. (CO: MONITORING - ERM)
18. The developer shall establish a 1.1 acre preserve to accommodate the hand fern (*Ophioglossum palmatum*) population on the developed site. The preserve shall be located so that it meets the following criteria: (1) It is adjacent to the largest surface water management lake; (2) It encompasses one hand fern bearing cabbage palm in place; and (3) It is buffered from development so that the hand fern bearing trees are not within one-hundred (100) feet of an open developed area (e.g., road, parking lot, yard). Other hand fern bearing trees shall be transplanted into the preserve. Prior to approval of the first plat for the PUD, the preserve shall be established by deed restriction, conservation easement, transfer of ownership, or some other mechanism acceptable to Palm Beach County when covenants are recorded for the master property owners association. The mechanism chosen must guarantee preservation and maintenance of the preserve in perpetuity and be consistent with the requirements of 9J-2.041, FAC. (PLAT: ENG - ERM / Co Att)
19. The developer shall prepare a management plan for the preserve required by Condition 18 which shall ensure, to the maximum extent practicable, the continued fiscal and physical protection of the preservation area from adverse impacts of development. At a minimum, the plan shall identify methods to maintain suitable habitat conditions for the hand fern and other listed species that exist in the preserve. The plan shall include methods to: (1) remove exotic vegetation; (2) relocate native vegetation (especially cabbage palms and listed species) into the preserve; (3) maintain proper humidity levels; (4) methods to provide the availability of water to fight fires; and (5) restrict access to that which is consistent with the intent of the preserve. The management plan shall be submitted to Palm Beach County and Treasure Coast Regional Planning Council. Any deficiencies in the plan identified by those entities must be corrected. Approval of the plan must be obtained from Palm Beach County and Treasure Coast Regional Planning Council before site clearing activities begin. (VEG REMOVAL PERMIT: ERM / TCRPC)
20. Temporary fencing of the area around each hand fern bearing cabbage palm and the preserve area shall be installed by the developer. This fencing shall be inspected and approved by the County before site clearing begins. Such fencing shall be of a type that will clearly identify the area as a preserve and minimize the potential disturbance to it during land clearing and construction. The temporary fencing shall be established at least 100 feet from the nearest hand fern bearing cabbage palm tree. Temporary fencing shall stay in place until it is necessary to remove it. For any tree subject to transplanting, this would be at the time of transplanting. For the preserve this would be necessary for finish grading, planting buffers, and/or constructing permanent fencing. (VEG REMOVAL PERMIT: ERM / TCRPC)

21. If, during construction of the project but before establishment of the wetland mitigation areas, any additional state or federally listed plant or animal species (as specified on those lists applied in the ADA) is found to live or otherwise significantly depend upon the site, then all activities that might negatively affect that individual or population shall cease. The developer shall immediately notify Palm Beach County and Treasure Coast Regional Planning Council of the finding. Protection for that species shall be provided by the developer to the satisfaction of the County. The County shall consult with Treasure Coast Regional Planning Council, United States Fish and Wildlife Service and the Florida Game and Fresh Water Fish Commission in determining what constitutes appropriate protection. (ONGOING: ERM)
22. The project shall utilize ultra low volume water use plumbing fixtures and where appropriate self-closing and/or metered water faucets. The project shall also use other water conserving devices and/or methods. These devices and methods shall meet the criteria outlined in the water conservation plan of the public water supply permit issued to the ACME by the SFWMD. Should another utility provider be approved, the project shall conform to the water conservation plan of that provider. (BLDG PERMIT: BLDG)
23. To reduce irrigation water demand, landscaping shall be done according to Xeriscape principles. At a minimum, 30 percent of all areas requiring landscaping shall be landscaped with drought and cold tolerant native or non-invasive exotic species. (CO: LANDSCAPE)
24. Prior to approval of the first plat, the DRI Hazardous Materials Management Plan shall be incorporated into the covenants and restrictions of the project. Each business choosing to locate within Forest Hill/SR 7 DRI shall be required to comply with the Plan. The Plan shall be updated as necessary to reflect changes due to local, State and Federal rules. (PLAT: ENG - Health)
25. All site plans and layouts for Forest Hill/SR-7 DRI must be according to the requirements of State and local wellfield protection ordinances (Section 9.3 of the ULDC), if applicable. All site plan applications shall note what development is within the zone of influence of any private or municipal wellfield. (DRC: ERM)
26. The surface water management system shall be designed to maximize the shallow aquifer recharge potential of the site. To help achieve this, grassed swale conveyances and depressed grassed water collection areas within the parking areas, which do not conflict with required landscaping, may be used. This may also be accomplished by the extensive system of exfiltration trenches planned and by the size of the project's retention/detention system. (DRC: ENG)
27. To improve the quality of water discharge from the site, the following shall apply:
 - a. All parking and road surfaces within the MUPD's shall be swept as necessary, but in no case less frequently than once per week. Sweeping shall be accomplished by vacuum type or vacuum regenerative type sweepers. (ONGOING: CODE ENF)
 - b. Wheel stops and/or speed bumps shall not be permitted in areas that may collect and concentrate contaminants or which would interfere with efficient sweeping of parking surfaces. (DRC: ZONING)
 - c.i. A vegetated littoral zone shall be established for the all lakes constructed on site in accordance with Section 7.6 of the ULDC. The petitioner shall prepare a master plan for planting (which may include wetland inoculant) and maintain a zone of wetland vegetation so that a minimum of eight (8) square feet of vegetated littoral zone per linear foot of lake shoreline is planted. The plan shall be submitted to Palm Beach County, SFWMD and Treasure Coast Regional Planning Council for review prior to DRC certification of the first site plan, and approved by SFWMD and ERM prior to issuance of the first building permit for any permanent primary structure in MUPD G. (BLDG PERMIT: MONITORING - ERM)

- c.ii Deficiencies in the plan identified by the reviewing agencies must be corrected and plan approval obtained from Palm Beach County and SFWMD in consultation with the Treasure Coast Regional Planning Council. Approval must be obtained by the developer before lake excavation begins. Planting shall be completed within one year of surface water management system construction. Operational permits for that portion of the surface water management system shall not be utilized until such time as the plantings are found to be in conformance with approval plans. The purpose is to provide vegetation that will take up nutrients and contaminants in the water. The use of Cypress trees and native hardwoods is encouraged. (ONGOING: ERM)
- d. At a **minimum**, water quality treatment equivalent to detention of the first inch of run-off from the three-year, one-hour storm event shall be provided prior to discharge from the site. (PLAT: ENG)
- 28. No building permits shall be issued until the ACME confirms that it will supply drainage service in accordance with an adopted "Plan of Reclamation", or its equivalent. (BLDG PERMIT: MONITORING - ACME)
- 29. No building **permits** shall be issued until the ACME Utility Director confirms that adequate wastewater treatment plant capacity and service infrastructure will be available. Adequate means enough infrastructure to provide water and to collect, treat and dispose of the wastewater generated by the portion of the development for which permits are being requested. (BLDG PERMIT: MONITORING - ACME)
- 30. Prior to December 31, 1999, the developer shall preserve and enhance 23 acres of wetland habitat as identified and described in pages 13-6 and 13-14 of the AIA, subject to SFWMD permits. (DATE: MONITORING - ERM)
- 31A. The petitioner shall prepare a Master Wetland Mitigation Plan for the mitigation of wetlands that are to be eliminated. The plan shall describe the location, methodology and timetable for implementation of the mitigation. The plan shall be submitted to Palm Beach County, SFWMD, and Treasure Coast Regional Planning Council prior to DRC certification of the first site plan. Any deficiencies in the plan must be corrected and approval obtained from Palm Beach County and SFWMD, following consultation with the Treasure Coast Regional Planning Council, prior to issuance of the first building permit for a permanent primary structure in MUPD G. (BLDG PERMIT: MONITORING - ERM)
- 31B. The developer shall establish and maintain a buffer zone of native upland edge vegetation around created wetlands on site. These shall be in accordance with the following provisions. The buffer zone shall include canopy, understory and ground cover of native species only. The edge habitat shall begin at the upland limit of the wetland habitat. It shall include a total area of at least ten (10) square feet per linear foot of wetland habitat. (DRC / ONGOING: ERM)

C. TRANSPORTATION

- 32. Prior to DRC certification of the site plan for MUPD G, the developer shall consult with Palm Tran and agree to fund any necessary improvements to accommodate Palm Tran specifications for the following:
 - a. five (5) convenient bus pull-outs to the mall and residential development;
 - b. covered shelter(s) for a minimum of 40 people; and
 - c. easy access for buses along the ring access drive on the interior of the site. (DRC: ENG)

33. No building permits shall be issued until right-of-way within the project along SR 7 and Forest Hill Boulevard, and all intersections thereof, have been conveyed free and clear of all liens and encumbrances to the FDOT and Palm Beach County as necessary and consistent with the Palm Beach County Thoroughfare Right-of-Way Identification Map. (BLDG PERMIT: MONITORING - Eng)
34. As a **minimum**, the developer shall pay a fair share contribution consistent with the road impact fee ordinance of Palm Beach County and/or the Village of Wellington, as applicable. The contribution shall be made according to the fee schedule(s) in effect at the time building permits are issued. Chapter 380, Florida Statutes, also requires that any Development Order exaction or fee required shall be credited toward an impact fee or exaction imposed by local ordinances for the same need. Any exaction receiving credit for impact fees must be in accordance with agreements between the developer and Palm Beach County, and between the developer and the Village of Wellington provided that there shall be no duplication of the exactions. (BLDG PERMIT: IMPACT FEE COORD)
35. No building permits shall be issued until contracts have been let for the following roadway improvements:
 - a. Six lane of Forest Hill Boulevard from South Shore Boulevard to SR 7. (BLDG PERMIT: MONITORING - Eng)
36. Surety shall be provided to Palm Beach County prior to February 24, 1997, sufficient to construct the following roadway improvements:
 - a. Six lane of Forest Hill Boulevard from South Shore Boulevard to SR 7. (DATE: MONITORING - Eng)
37. No certificates of occupancy shall be issued until the following roadway improvements are under construction:
 - a. Six lane of Forest Hill Boulevard from South Shore Boulevard to SR 7. (DATE: MONITORING - Eng)
38. No building permits shall be issued for more than 1,490,000 square feet GLA of retail after December 31, 2002, until either:
 - a. Contracts have been let for the following roadway improvement; or
 - b. A local government development agreement consistent with Sections 163.3220 through 163.3243, F.S., has been executed and attached as an exhibit to the adopted DO. Performance security, if applicable, shall be provided to the satisfaction of Palm Beach County and/or Florida Department of Transportation that will provide for sufficient funds to be made available to complete the following improvement:
 1. Six lane of Southern Boulevard (SR 80) from SR 7 to Sansbury's Way. (DATE: MONITORING - Eng)
39. No certificates of occupancy shall be issued after December 31, 2002, for more than 1,490,000 square feet GLA of retail, until the following roadway improvement is under construction:
 - a. Six lane of Southern Boulevard (SR 80) from SR 7 to Sansbury's Way. (DATE: MONITORING - Eng)
40. No building permits shall be issued after December 31, 2000, for more than 1,685,000 square feet GLA of retail until either:
 - a. Contracts have been let for the following roadway improvement; or

- b. A local government development agreement consistent with Sections 163.3220 through 163.3243, F.S., has been executed and attached as an exhibit to the adopted DO. Performance security, if applicable, shall be provided to the satisfaction of Palm Beach County and/or Florida Department of Transportation that sufficient funds will be available to complete the following improvement:
1. Six lane of Southern Boulevard (SR 80) from Big Blue Trace to Forest Hill Boulevard. (DATE: MONITORING - Eng)
41. No certificates of occupancy shall be issued after December 31, 2000, for more than 1,685,000 square feet GLA of retail until the following roadway improvement is under construction:
- a. Six lane of Southern Boulevard (SR 80) from Big Blue Trace to Forest Hill Boulevard. (DATE: MONITORING - Eng)
42. No building permits shall be issued for more than 2,120,000 square feet GLA of retail until either:
- a. Contracts have been let for the following roadway improvement; or
 - b. A local government development agreement consistent with Sections 163.3220 through 163.3243, F.S., has been executed and attached as an exhibit to the adopted DO. Performance security, if applicable, shall be provided to *the* satisfaction of Palm Beach County and/or Florida Department of Transportation that sufficient funds will be available to complete the following roadway improvement:
 1. Six lane of Southern Boulevard (SR 80) from Royal Palm Beach Boulevard to SR 7. (BLDG PERMIT: MONITORING - Eng)
43. No certificates of occupancy shall be issued for more than 2,120,000 square feet GLA of retail until the following roadway improvement is under construction:
- a. Six lane of Southern Boulevard (SR 80) from Royal Palm Beach Boulevard to SR 7. (CO: MONITORING - Eng)
44. No building permits shall be issued for more than 1,725,000 square feet GLA of retail or after December 31, 2004, whichever occurs first, until contracts have been let for the following roadway improvement:
- a. Lake Worth Road and Jog Road
 1. West Approach - Right-turn lane.

The above configuration shall be permitted and constructed in accordance with County and State criteria. (BLDG PERMIT/DATE: MONITORING - Eng)
45. Surety shall be provided to Palm beach County by December 31, 2000, sufficient to construct the following roadway improvement:
- a. Lake Worth Road and Jog Road
 1. West Approach - Right-turn lane. (DATE: MONITORING - Eng)
- 46A. Beginning the first **peak** season after a Certificate of Occupancy has been issued, the developer may undertake an **Annual** Monitoring Program at the intersection of Lake Worth Road and Jog Road and intersection of Forest Hill Boulevard and North Wellington Trace. This annual monitoring program may be implemented in lieu of Condition 44 above and 47 below. The program shall be conducted during the months of January through March on an annual basis. It shall be submitted as part of DRI Annual Report, and shall be discontinued at buildout. The following analyses shall be performed:

- a. Perform PM *peak* hour turning movement counts for one hundred and twenty (120) minutes to capture the maximum sixty (60) minutes peak period. The counts shall be performed in fifteen (15) minutes increments. The peak one hundred twenty minutes shall be determined from twenty-four (24) hours of traffic volume counts at the intersection roadways;
 - b. Perform an analysis to determine the existing level of service at the intersection in accordance with the Florida Department of Transportation (FDOT) methodology;
 - c. Forecast traffic demand using background traffic as well as projected development within the Wellington Commons DRI for one year;
 - d. Perform an analysis to determine the future level of service at the intersection according to FDOT methodology; and
 - e. If the intersection analysis shows the level of service exceeds or is projected to exceed the LOS D, identify intersection improvements necessary to maintain LOS D. (ONGOING: ENG)
- 46B. No further building permits shall be issued if the intersection improvements identified in the Annual Monitoring Program are not let for construction within one year of the date of the DRI Annual Report. The County Engineer shall have the responsibility of informing the Palm Beach County Building Official to stop issuing permits. (ONGOING: ENG)
47. No building permits shall be issued for more than 1,720,000 square feet GLA of retail or after December 31, 2004, whichever occurs first, until contracts have been let for the following intersection improvement:
- a. Forest Hill Boulevard and North Wellington Trace
 - 1. South Approach - Second left-turn lane. This improvement shall be permitted and constructed in accordance with County criteria. (BLDG PERMIT / DATE: MONITORING - Eng)
48. Surety shall be provided to Palm Beach County by December 31, 2000, sufficient to construct the following roadway improvement:
- a. Forest Hill Boulevard and North Wellington Trace
 - 1. South Approach - Second left-turn lane. @ATE: MONITORING - Eng)
49. No more than one signalized intersection and one full median opening designed in accordance with FDOT standards shall be allowed along SR 7 to provide access to the Forest Hill/SR 7 DRI unless otherwise approved by the FDOT and Palm Beach County. (DRC: ENG)
50. No more than two signalized and three full median openings designed in accordance with Palm Beach County standards shall be allowed along Forest Hill Boulevard to provide access to the Forest Hill/SR 7 DRI unless otherwise approved by Palm Beach County. (DRC: ENG)
51. No certificates of occupancy shall be issued until construction **has** been completed for the following improvements:
- a. Forest Hill Boulevard and Western Project Driveway
 - 1. South Approach - Right-turn lane, one thru lane and one left-turn lane;
 - 2. West Approach - Right-turn lane; and
 - 3. East Approach - Left-turn lane.

- b. Forest Hill Boulevard and Center Project Driveway
 - 1. South Approach - Right-turn lane and dual left-turn lanes;
 - 2. West Approach - Right-turn lane;
 - 3. East Approach - Dual left-turn lane; and
 - 4. Installation of a traffic signal.
- c. Forest Hill Boulevard and Eastern Project Driveway
 - 1. South Approach - Right-turn lane, thru lane and dual left-turn lanes;
 - 2. West Approach - Right-turn lane;
 - 3. East Approach - Dual left-turn lane; and
 - 4. Installation of a traffic signal.
- d. SR 7 and Northern Project Driveway
 - 1. South Approach - Left-turn lane;
 - 2. North Approach - Right-turn lane; and
 - 3. West Approach - Right-turn lane.
- e. SR 7 and Center Project Driveway *
 - 1. South Approach - Dual left-turn lanes;
 - 2. North Approach - Right-turn lane;
 - 3. West Approach - Right-turn lane and Dual left-turn lanes; and
 - 4. Installation of a traffic signal.

* Concurrent with the first plat, the property shall grant a construction easement to Palm Beach County to permit an increase in the width of the driveway for up to three additional lanes (33 feet), if these lanes are determined to be needed by the County Engineer. Construction is to be completed by others. (PLAT: ENG)

- f. SR 7 and Southern Project Driveway
 - 1. North Approach - Right-turn lane; and
 - 2. West Approach - Right-turn lane.

All above configuration shall be permitted and constructed in accordance with County and State criteria. (CO: MONITORING - Eng)

- 52. Commencing in August 26, 1997, and continuing every year thereafter, the developer shall submit an Annual Status Report indicating the status (schedule) of guaranteed improvements. This Annual Status Report shall be submitted to the Village of Wellington, Palm Beach County, FDOT, Treasure Coast Regional Planning Council and the Department of Community Affairs as part of the DRI Annual Report. It shall list all roadway improvements needed to be constructed. It shall also include the guaranteed date of completion for the construction of each needed improvement and the party responsible for the guaranteed construction of each improvement. The form of the binding commitment that guarantees construction of each improvement must also be noted. (DATE: MONITORING)
- 53. No further building permits shall be issued at the time the Annual Status Report reveals that any needed transportation improvement included in the DO is no longer scheduled or guaranteed, or has been delayed in schedule such that it is not guaranteed to be in place and operational or under actual construction for the entire improvement consistent with the timing criteria established in this DO. The County Engineer shall have the responsibility of informing the Palm Beach County Building Official to stop issuing permits. (ONGOING: ENG)

54. In the event the project is not completed by January 1, 2005, no additional building permits shall be issued until contracts have been let for the following roadway improvement:
- a. Six lane construction of Forest Hill Boulevard from Pinehurst Drive to SR 7. (DATE: MONITORING - Eng)
55. In the event the project is not completed by January 1, 2005, surety shall be provided to Palm Beach County for the following roadway improvement:
- a. Six lane construction of Forest Hill Boulevard from Pinehurst Drive to SR 7. (DATE: MONITORING - Eng)
56. In the event the project is not completed by January 1, 2006, no additional building permits shall be issued until contracts have been let for the following roadway improvement:
- a. Four lane construction of Lake Worth Road from 120th Avenue to SR 7. (DATE: MONITORING - Eng)
57. In the event the project is not completed by January 1, 2006, surety shall be provided to Palm Beach County for the following roadway improvement:
- a. Four lane construction of Lake Worth Road from 120th Avenue to SR 7. (DATE: MONITORING - Eng)
58. In the event the project is not completed by January 1, 2008, no additional building permits shall be issued until contracts have been let for the following roadway improvement:
- a. Six lane of Forest Hill Boulevard from South Wellington Trace to South Shore Boulevard. The applicant may elect to submit a traffic impact analysis approved by the County Engineer which demonstrates that an alternative to this requirement will provide an acceptable level of service for Forest Hill Boulevard. The County Engineer, at his/her option, may waive the construction of Forest Hill Boulevard and require alternative construction. (DATE: MONITORING - Eng)
59. In the event the project is not completed by January 1, 2008, surety shall be provided to Palm Beach County for the following roadway improvement:
- a. Six lane of Forest Hill Boulevard from South Wellington Trace to South Shore Boulevard or some other alternative which relieves the need to expand Forest Hill Boulevard to six lanes which shall be reviewed by the County prior to commencement of construction of the improvement. (DATE: MONITORING - Eng)
60. In the event the completion of Phase I (1,640,000 GLA square feet of retail) of the Project does not occur by December 31, 1999, or the completion of Phase II (2,130,000 GLA square feet of retail) of the Project does not occur by December 31, 2004, the Developer shall thereafter be required to provide the County Engineer with satisfactory evidence that the roadway links and intersection improvements listed on Exhibit "E" of the Public Facilities Agreement (the Additional Roads), applicable to the particular Phase and the anticipated delay in completion of the Phase, are Assured Construction. If Performance Security must be provided by the Developer in order for an Additional Road to be Assured Construction, then the Developer shall provide the needed Performance Security for the applicable roadway link or intersection improvement on or before the deadline identified therefore in Exhibit "E" of the Public Facilities Agreement. In the alternative, the Developer may elect to provide the County with a new Traffic Impact Study showing that Phase I (1,640,000 GLA square feet of retail) or Phase II (2,130,000 square feet of retail) of the Project, as applicable, complies with the Traffic Performance Standards in effect as of the date of such updated study without the construction of the Additional Roads identified for

such Phase. Based upon the Traffic Impact Study, if the County Engineer finds that (i) Phase I (1,640,000 GLA square feet of retail) of the Project will satisfy the requirements of TPS after December 31, 1999, or (ii) Phase II (2,100,000 GLA square feet of retail) of the Project will satisfy the requirements of TPS after December 31, 2004, as applicable, without the construction of some or all of the Additional Roads identified for such Phase in Exhibit "E" of the Public Facilities Agreement, then the development of such Phase shall thereafter be tied to an amended phasing schedule for construction of any required roadway improvements disclosed in the new Traffic Impact Study, as approved by the County Engineer. The Developer recognizes that the construction of the Additional Roads for Phase I (1,640,000 GLA square feet of retail) or Phase II (2,130,000 GLA square feet of retail), as applicable, may be required if final certificate(s) of occupancy for development that will generate 80% or more of the net external traffic trips approved for such phase of the Project has not been received by December 31, 1999 for Phase I (1,640,000 GLA square feet of retail) or by December 31, 2004 for Phase II (2,130,000 GLA square feet of retail). Further, the Developer recognizes that the construction of the required Additional Road(s) for a particular Phase will have to be commenced before any further certificate(s) of occupancy or building permits will thereafter be issued for either Phase I (1,640,000 GLA square feet of retail) or Phase II (2,130,000 GLA square feet of retail), as applicable. (DATE: MONITORING - Eng)

- 61. Surety, for the purposes contained herein, shall be based on 110% of the certified cost estimate provided by the developers engineer, and approved by the County Engineer. (ONGOING - ENG)

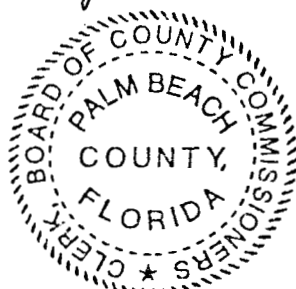
D. HUMAN RESOURCE IMPACTS

- 62. If any archaeological artifacts are discovered during the development of the site, work in that area will cease. Palm Beach County or the Village of Wellington and the Division of Historic Resources in the Florida Department of State shall be immediately notified of any finds. Proper protection shall be provided to the satisfaction of the Division. (ONGOING-PLANNING)
- 63. Prior to December 31, 1998, a site acceptable to Palm Beach County Fire and Rescue shall be conveyed to Palm Beach County in accordance with their physical and locational requirements. (DATE: MONITORING - PREM)
- 64. Prior to the issuance of the first building permit, the developer shall provide: the Zoning Division with written confirmation that adequate public services are available for the entire development. These services shall include law enforcement and fire/emergency medical services adequate to cover any needs generated by the development. (BLDG PERMIT: MONITORING - Concurrency)
- 65. The developer shall dedicate the 10.0 acre public park, as described in the ADA, to the ACME Improvement District or Village of Wellington, as appropriate. This dedication shall occur prior to December 31, 1998. (DATE: MONITORING - ACME)

E. VILLAGE OF WELLINGTON

- 66. The County acknowledges that the petitioner is executing an agreement with the Village of Wellington addressing certain contributions and commitments to be made by the petitioner. This agreement, or its components, are not to be considered as conditions of approval and are not enforceable by the County. (Monitoring Not Required)

STATE OF FLORIDA, COUNTY OF PALM BEACH
 I, DOROTHY H. WILKEN, ex-officio Clerk of the
 Board of County Commissioners certify this to be a
 true and correct copy of the original filed in my office
 on 8-26-96
 DATED at West Palm Beach, FL on 9-30-96
 DOROTHY H. WILKEN, Clerk
 By: Jean Hawley D.C.



FILE COPY

PUBLIC FACILITIES AGREEMENT

R 96 1193D

AUG 26 1996

THIS AGREEMENT is made and entered into effective as of the ____ day of ____ 1996 by and among BREFRANK, MC., a Florida corporation, and TJ PALM BEACH ASSOCIATES LIMITED PARTNERSHIP, a Delaware limited partnership authorized to do business in the State of Florida, their respective successors and assigns (collectively referred to herein as the "Developer"), and PALM BEACH COUNTY, a political subdivision of the State of Florida (the "County").

RECITALS:

- A. The Developer is the owner of certain property located in the County as more particularly described in **Exhibit "A"** attached hereto and made a part hereof (the "Property");
- B. The Developer has made an application to the County for a Development Order (the "Application") approving the construction of Forest Hill/SR7 Development of Regional Impact (the "Project");
- C. The County is required to determine whether or not the Project meets County wide Traffic Performance Standards ("TPS"), as defined in Article 15 of the Palm Beach County Unified Land Development Code ("Code"), before it can issue a Development Order for the Project;
- D. The Developer's traffic impact study, prepared by DKS Associates dated February, 1996, as amended prior to the date of this Agreement (the "Traffic Impact Study"), shows that the Project can meet TPS provided that certain roadway links and intersection improvements are assured and the construction of the Project is phased to the construction of certain roadway links and intersection improvements as are more specifically identified in **Exhibits "B"** and **"C"**, attached hereto and made a part hereof (individually, a "Road Improvement" and collectively, the "Road Improvements"); and
- E. The County desires that all parties execute an agreement prior to the issuance of the Development Order to ensure compliance with TPS and the timely posting of Performance Security to ensure compliance with the conditions of such agreement.

NOW, THEREFORE, for and in consideration of these premises, the mutual undertaking and conditions contained and assumed herein, the receipt and sufficiency of which are hereby acknowledged, the Developer and the County hereby covenant and agree as follows:

1. **Recitals.** The recitals set forth above are true and correct and are incorporated herein by this reference.

2. **Definitions.** Unless otherwise defined herein, all capitalized terms shall have the meanings set forth in the Code or **as** set forth in the Application or the DRI Agreement, **as** hereinafter defined. As used herein, the following terms shall be defined **as** set forth below:

- a) The "commencement of construction" shall, as to any Road Improvement to be constructed by a non-governmental entity, mean the actual commencement of construction of the applicable Road Improvement, and **as** to any Road Improvement to be constructed by a governmental entity, shall mean the award of a contract to construct the applicable Road Improvement.
- b) The "completion of a Phase" of the Project shall mean the receipt of final certificate(s) of occupancy for development within such Phase sufficient to generate eighty percent (80%) or more of the net external traffic trips approved for the applicable Phase.

3. **County Responsibilities.**

- a) Attached hereto **as Exhibit "B"** is a list of the roadway links and intersection improvements needed to develop the Project which are currently Assured Construction. **Exhibit "C"** attached hereto contains a list of the roadway links and intersection improvements needed to develop the Project which are not currently Assured Construction. The County and/or the Village of Wellington after December 31, 1999 (the "**Village**"), shall not issue building permits for the Project except in accordance with the phasing schedule of construction of the Roadway Improvements identified in **Exhibits "B"** and "**C"**, and only upon the commencement of construction of the applicable Road Improvement.
- b) The County and/or the Village, as applicable, shall not issue a building permit for any development component of the Project unless the Developer is in compliance with the terms and conditions of this Agreement as to such development component. The Developer shall have the flexibility of

moving any development component presently in Phase I into Phase I, and vice versa; provided, however, that the exchange of development components between Phases will not cause the net external traffic: trip generation for Phase I, as calculated by Developer's Traffic Impact Study, to exceed the approved level of traffic generation for Phase I under the Development Order. In connection therewith, the Developer shall provide the County Engineer with a limited traffic study for his review and approval confirming that the exchange of development components between Phases will not increase the net external traffic trip generation for Phase I and will not have an adverse impact on the external access drives and intersections located adjacent to the Project as shown on **Exhibit**.

attached hereto. Notwithstanding the foregoing, the Developer acknowledges that it cannot move forward with any other development component until the building permit for the core of the regional mall is issued and the Developer becomes the successful developer under the DRI Agreement, as such term is hereinafter defined.

- c) The County shall grant the Developer a credit against the County's Traffic Impact Fees, as defined in Article 10 of the Code, for the cost of any Road Improvements listed on **Exhibits "B"** or **"C"** which are funded by the Developer at the time as such costs are paid. To the extent bonds are sold to pay the cost of any Road Improvements, Impact Fees shall be collected and allocated to pay the appropriate portion of these bonds, subject to a mutually acceptable separate Agreement between the County and the Developer.
- d) Due to (i) the unique conditions required by the Department of Community Affairs and the Treasure Coast Regional Planning Council establishing the contingent nature of the validity of the Development Order, and (ii) the inclusion of the Condition Subsequent, as hereinafter defined in Section 4(b), with respect to the Performance Security which is to be provided by Developer for the Road Improvements identified in **Exhibit "C"**, the County agrees not to permit any other applicant for a concurrency

reservation to rely on the Performance Security provided by Developer hereunder as a basis for treating any Road Improvement listed in **Exhibit "C"** as Assured Construction until the Developer becomes vested under the DRI Agreement, as defined in Section 7 hereof. The County acknowledges and agrees that it shall not be permitted to draw down or use any portion of the Performance Security until the Developer becomes the vested developer under the DRI Agreement or the Developer releases in writing the Condition Subsequent, ~~as~~ hereinafter provided, as to the applicable portion of the Performance Security. Once the Developer becomes vested or the Condition Subsequent is satisfied or released by the Developer, the County shall thereafter be entitled to draw down or use the Developer's Performance Security at any time for the applicable roadway link or intersection improvement work.

4. Developer's Responsibilities.

- a) The Developer shall post Performance Security for the purposes of funding and constructing, or funding the construction by a governmental entity, of the Road Improvements identified for Phase I in **Exhibit "C"** attached hereto, within six (6) months of the issuance of a Development Order for the Project. Funding of the Road Improvements shall include, but not be limited to, the cost of any necessary plan preparation, right-of-way acquisition, permitting and all construction costs. Notwithstanding the foregoing, if any of the Road Improvements identified for Phase I on **Exhibit "C"** are to be constructed more than five years after the effective date of this Agreement, then the Developer shall be obligated to post Performance Security therefor no later than December 31, 2000, except for the links of State Road 80 from Big Blue Trace to Forest Hill Blvd. and State Road 80 from State Road 7 to Sansbury Way for which no Performance Security shall be required, and except if the Road Improvement becomes Assured Construction prior to that date. The Developer may elect to post Performance Security for any roadway links or intersection improvements in advance of that date.

- b) The Performance Security provided to the County must meet the requirements in the Code, with the exception that it shall contain a condition that in the event the Developer does not receive a building permit for the "regional mall" or in the event the Development Order becomes "void" in accordance with the DRI Agreement described in Paragraph 7 below (the "**Condition Subsequent**"), all remaining Performance Security shall be returned to the Developer, and thereafter the parties shall be relieved of all obligations hereunder. If the County Engineer determines that the cost to construct a particular Road Improvement listed in **Exhibit "C"** has increased, then at any time prior to the completion of construction of such **Road** Improvement, the County Engineer may request that the Developer increase the amount of the Performance **Security** applicable thereto. The Developer shall deliver the additional Performance **Security** to the County within *sixty (60)* days after **a written request is made by the County Engineer accompanied by reasonable evidence of the additional cost to construct.**
- c) In the event any **Road** Improvement identified in **Exhibit "C"** is to be constructed by a governmental entity, the Developer will be responsible to request that such entity initiate or contract for design, right-of-way acquisition and construction work in a timely fashion which could allow a contract for construction of the Road Improvement to be awarded in accordance with the Developer's building schedule. Any such request from the Developer shall be for a specific component of the road improvement work **and** shall be accompanied by **an** affidavit authorizing the governmental entity to use that **portion** of the Performance **Security** necessary to accomplish the requested component and to release that portion of the Performance **Security** from the Condition Subsequent. By way of example, if the Developer wants the design plans for a Road Improvement to be drawn, the Developer will request the governmental entity to initiate the proper procedures to award the design contract and the Developer will authorize the release of the necessary **funds** from the

Performance Security for use by the government to pay for the design contract. The County acknowledges that in order for the construction of the Road Improvements listed on **Exhibit "C"** to be commenced and completed in a timely manner, which will permit the Developer to construct the various phases of its Project in accordance with the Developer's building schedule, it may be necessary for the County to acquire through eminent domain the road rights-of-way and construction easements, if needed, for such Road Improvements. Upon the request of the Developer, the County agrees to thereafter use its best efforts to obtain all required road rights-of-way and construction easements, if any, for the requested Road Improvement(s) listed on **Exhibit "C"** within the time frame requested by the Developer. However, the County shall not be liable to the Developer for any delays in obtaining the requested road rights-of-way. If the County is unable or is delayed in acquiring the requested road right-of-way for a Road Improvement by the date that it is needed for the Developer to meet its building schedule, then, upon the request of the Developer, the County agrees to file a Declaration of Taking pursuant to Chapter 74, Florida Statutes, for those portions of the road right-of-way needed for the applicable Road Improvement. The Developer acknowledges that this "quick take" may increase the estimated cost for acquisition beyond the initial estimates used to determine the amount of Performance Security required. Therefore, in addition to Developer's obligation to increase Performance Security pursuant to subsection 4.b) above, Developer specifically acknowledges its obligation to bear any and all additional right-of-way acquisition costs incurred as a result of any such "quick take" and the Developer shall increase the Performance Security in the amount required by the County Engineer within ten (10) business days following receipt of the County's written request for additional funds. The County agrees to enter into a construction contract for the construction of the requested Road Improvement as soon as possible after the County is vested with title to the right-of-way required for such Road Improvement.

- d) If Performance Security for any of the Road Improvements is provided to the County from a source other than the Developer, or if all or a portion of any Road Improvements listed on **Exhibit "C"** hereafter becomes Assured Construction without the need for the Developer's Performance Security, then the County agrees to reduce the amount of the Developer's Performance Security held or required by the County by the amount of funds available from such other source, provided that the affected Road Improvement remains Assured Construction.
- e) The Traffic Impact Study includes a site access plan, a copy of which is attached hereto as **Exhibit "D"** and made a part hereof (the "**Access Plan**"), which was relied on by the County in the preparation of this Agreement. There shall be no changes or modifications to the Access Plan without the prior written approval of the County Engineer. The County Engineer shall have the right to request that the Developer provide another acceptable traffic impact study demonstrating the effect any proposed revisions to the Access Plan have on the Project's compliance with TIPS. The parties acknowledge that the Traffic Impact Study is the basis upon which the Road Improvements and the phasing schedule identified in **Exhibits "B"** and **"C"** have been determined.
- f) In the event the completion of Phase I of the Project does not occur by December 31, 1999, or the completion of Phase II of the Project does not occur by December 31, 2004, the Developer shall thereafter be required to provide the County Engineer with satisfactory evidence that the roadway links and intersection improvements listed on **Exhibit "E"** attached hereto (the "**Additional Roads**"), applicable to the particular Phase and the

anticipated delay in completion of the Phase, are Assured Construction.¹ If Performance Security must be provided by the Developer in order for an Additional Road to be Assured Construction, then the Developer shall provide the needed Performance Security for the applicable roadway link or intersection improvement on or before the deadline identified therefor in **Exhibit "E"**. In the alternative, the Developer may elect to provide the County with a new Traffic Impact Study showing that Phase I or Phase II of the Project, as applicable, complies with the Traffic Performance Standards in effect as of the date of such updated study without the construction of the Additional Roads identified for such Phase. Based upon the Traffic Impact Study, if the County Engineer finds that (i) Phase I of the Project will satisfy the requirements of TPS after December 31, 1999, or (ii) Phase II of the Project will satisfy the requirements of TPS after December 31, 2004, as applicable, without the construction of some or all of the Additional Roads identified for such Phase in **Exhibit "E"**, then the development of such Phase shall thereafter be tied to an amended phasing schedule for construction of any required roadway improvements disclosed in the new Traffic Impact Study, as approved by the County Engineer.¹

- g) The Developer understands and agrees that the Development Order for the Project will contain a condition requiring the Developer to deed property within the Project which is needed for the expansion of State Road " " in accordance with the County's Comprehensive Plan to the State Department of Transportation ("DOT"). If the acquisition of the right-of-way necessary for such expansion is requested by DOT prior to the time that a determination is made as to whether or not the Project can proceed as

¹The Developer recognizes that the construction of the Additional Roads for Phase I or Phase II, as applicable, may be required if final certificate(s) of occupancy for development that will generate 10% or more of the net external traffic trips approved for such Phase of the Project has not been received by December 31, 1999 for Phase I or by December 31, 2004 for Phase II. Further, the Developer recognizes that the construction of the required Additional Road(s) for a particular Phase will have to be commenced before any further certificate(s) of occupancy or building permits will thereafter be issued for either Phase I or Phase II, as applicable. Accordingly, the Developer understands that it will be the Developer's responsibility to anticipate the need for Additional Roads in a timely fashion so the opening of the regional mall or the balance of Phase I or Phase II of the Project is not delayed by compliance with the terms of this Agreement.

provided in the DRI Agreement, which would be prior to the time that the Developer would otherwise be required under the Development Order to dedicate the required right-of-way, then the Developer hereby authorizes DOT or DOT's designee to hold monies for the acquisition of such right-of-way in escrow pursuant to an agreement between the Developer and DOT. The monies deposited in escrow shall be held in an interest bearing account and shall be disbursed together with the deposited monies within forty-five (45) business days of a final determination of which Development Order shall be void in accordance with the DRI Agreement. The escrowed monies shall be delivered to the DOT, if the Developer's Development Order remains valid, or to the Developer, if the Developer's Development Order becomes null and void. The Developer shall be entitled to receive directly from DOT, at the time the right-of-way is acquired, the reasonable costs of moving the irrigation/drainage pumps located within the right-of-way.

5. Concurrency.

- a) The Project has been found to be in compliance with County Traffic Performance Standards. Upon execution of this Agreement by all parties, the Project shall be deemed to have, and this Agreement shall serve as, a final Conditional Concurrency Reservation subject to the conditions contained in this Agreement.
- b) The Conditional Concurrency Reservation shall be valid for one (1) year from the Effective Date of this Agreement and thereafter shall automatically become null and void and of no further force or effect unless the Developer has secured a Development Order for the Project. Thereafter, the Conditional Concurrency Reservation shall remain valid so long as the Development Order remains valid, or as provided in Paragraph 5 c) below.
- c) If any of the conditions contained in the Conditional Concurrency Reservation are not met within the time frames provided herein, or within any extensions thereof as may be granted by the County, then the

Conditional Concurrency Reservation shall automatically become null and void and of no further force or effect.

- d) If a Development Order is issued in reliance on the Conditional Concurrency Reservation described herein, and such Reservation becomes null and void **as** provided herein, then the Development Order shall also become null and void and of no further force or effect.
- e) In the event the Development Order is determined to be void in accordance with its terms or pursuant to the DRI Agreement (~~as~~ defined in Paragraph 7 below), then the Conditional Concurrency Reservation shall be null and void and of no further force or effect and the Property shall no longer be in compliance with TPS or retain any reserved traffic capacity, **and** the remaining Performance Security shall be returned to the Developer.

6. **Advance of Funds by the Developer.** If, in advance of the time when a portion of the Assured Construction would otherwise be constructed, the Developer wishes to fund and construct, or fund the construction by a governmental entity of, such Assured Construction, then the County and the Developer agree, upon the Developer's request, to enter into a separate agreement relative thereto which will provide for the repayment of such advanced funds to the Developer without interest. If requested by the Developer, the County also agrees to use its power of eminent domain to acquire any needed road rights-of-way in order to permit the accelerated construction of such Assured Construction. In the event any such improvements are within the jurisdiction of the DOT, the agreement shall further provide that the County will use its best efforts to act as a conduit with DOT. In such event, the County will submit the Developer's funds to DOT and remit to the Developer any reimbursements received by the County from DOT for said advances made by the Developer.

7. **DRI Agreement.** The Department of Community Affairs and the parties hereto have concurrently entered into an agreement regarding the Development Order for the Project, a copy of which is attached hereto **as Exhibit "F"**, the terms of which are incorporated herein by this reference (the "**DRI Agreement**"). The DRI Agreement, inter alia, describes the Condition Subsequent which will determine which regional mall project will be allowed to proceed forward. The parties hereto agree to be bound by the DRI Agreement, including any

subsequent modifications or amendments, even if it is not executed by the Department of Community Affairs.

8. **Amendments.** The provisions of this Agreement may not be amended, supplemented, waived or changed orally, but only by a writing signed by all parties to this Agreement.

9. **Binding Effect.** All of the terms and provisions of this Agreement are binding upon, inure to the benefit of, and are enforceable by the parties and their respective administrators, executors, legal representatives, heirs, successors and assigns.

10. **Notices.** All notices, requests, consents and other communications required or permitted to be given under this Agreement will be in writing (including telefax or teletype) and shall be sent by certified mail, postage prepaid, return receipt requested, or shall be hand-delivered or delivered by a recognized national overnight courier service, or shall be sent by electronic communication (whether by telefax, or teletype) addressed **as** follows:

If to the County:

Palm Beach County
P.O. Box 21229
301 North Olive Avenue
West Palm Beach, FL 33416
Attn: County Engineer
Fax #: (561) 355-2090

With a copy to:

Palm Beach County
~~P.O. Box 1989~~
301 North Olive Avenue
West Palm Beach, FL 33416
Attn: County Attorney
Fax #: (561) 355-4398

If to Developer:

The Taubman Companies
200 East Long Lake Road
Bloomfield Hills, MI 48013
Attn: Harry V. Murphy
Phone #: (810) 258-7290
Fax #: (810) 258-7431

AND

Brefrank, Inc.
4474 Woodfield Boulevard
Boca Raton, FL 33434
Attn: Harold Jacobsohn
Phone #: (561) 994-3945
Fax #: (561) 241-8894

With a copy to:

Honigman Miller Schwartz and Cohn
222 Lakeview Avenue, Suite 800
West Palm Beach, FL 33401
Attn: E. Lee Worsham, P.A.
Phone #: (561) 838-4515
Fax #: (561) 832-3036

AND

Boose Casey Ciklin Lubitz
Martens McBane & O'Connell
515 North Flagler Drive, Suite 1500
West Palm Beach, FL 33401
Attn: William R. Boose, Esq.
Phone #: (561) 832-5900
Fax #: (561) 833-4209

or to any other address or addresses **as** any party may designate from time to time by notice given in accordance with this Section. Any such notice will be deemed delivered: (a) on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authority as not deliverable, as the case may be if mailed, (b) on the date delivered by

personal delivery, (c) on the date of delivery by a recognized national overnight courier service, or (d) on the date of transmission if sent by electronic communication.

11. **Headings.** The headings contained in this Agreement are for convenience of reference only, and do not limit or otherwise affect in any way the meaning or interpretation of this Agreement.

12. **Pronouns.** In this Agreement, the use of any gender will be deemed to include all genders, and the use of the singular will include the plural, wherever it appears appropriate from the context.

13. **Waivers.** The failure or delay of any party at any time to require performance by another party of any provision of this Agreement, even if known, will not affect the right of that party to require performance of that provision or to exercise any right, power or remedy, and any waiver by any party of any breach of any provision of this Agreement should not be construed as a waiver of any continuing or succeeding breach of provision, a waiver of the provision itself, or a waiver of any right, power or remedy under this Agreement. No notice to or demand on any party in any case will, of itself, entitle a party to any other or further notice or demand in similar or other circumstances.

14. **Enforcement Costs.** If any legal action or other proceeding is brought for the enforcement of this Agreement, or is based on an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, the prevailing party or parties will be entitled to recover reasonable attorneys' fees, court costs and all other reasonable expenses (including, without limitation, all such fees, costs and expenses incident to appeals) incurred in such action or proceeding, in addition to any other relief to which such party or parties may be entitled.

15. **Governing Law.** This Agreement and all transactions contemplated by this Agreement will be governed by, and construed and enforced in accordance with, the internal laws of the State of Florida without regard to principles of conflicts of law. Venue in any action, suit or proceeding in connection with this Agreement shall be in Palm Beach County, Florida.

16. **Severability.** If any one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof or of the Application or the Development Order issued pursuant thereto, and this Agreement, the Application and the

Development Order shall be construed as if such invalid, illegal, or unenforceable provision or portion thereof had never been contained herein.

17. **Authority.** Each of the entities comprising the Developer represents and warrants to the County that (i) it will be duly bound by the actions of the individuals and legal entities executing and delivering this Agreement, and (ii) it has all requisite power and authority to enter into this Agreement.

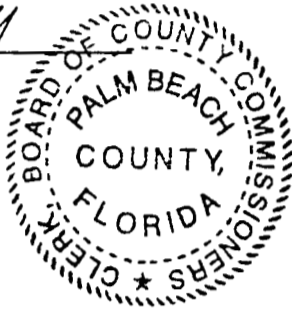
18. **Effective Date and Term.** This Agreement shall be effective upon the date that it is executed by all parties (the "**Effective Date**") and shall terminate upon the earlier of (i) the buildout of the Project, or (ii) June 30, 2016, unless extended by written agreement between the parties. In the event there is an appeal of the Development Order and/or the associated Comprehensive Plan Amendments for the Property, the time for the Developer to comply with the terms and conditions of this Agreement shall be tolled during the pendency of such appeal(s) until a final decision is rendered regarding such appeal(s).

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the undersigned have hereunto set their hand and seals the day and year first above written.

ATTEST: Dorothy H. Wilken

By: Joan Haverly
Deputy Clerk



COUNTY:

PALM BEACH COUNTY, FLORIDA
BY ITS BOARD OF COUNTY
COMMISSIONERS

By: [Signature]
Chair
AUG 26 1996

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: [Signature]
Assistant County Attorney

ATTEST:

By: [Signature]
Name: MYRIAM WEINSTEIN
Its: Secretary

DEVELOPER:

DREIFRANK, INC., a Florida corporation

By: [Signature]
Harold Jacobsohn, President
[CORPORATE SEAL]

TJ PALM BEACH ASSOCIATES
LIMITED PARTNERSHIP, a Delaware
limited partnership

By: The Taubman Realty Group Limited
Partnership, as its general partner

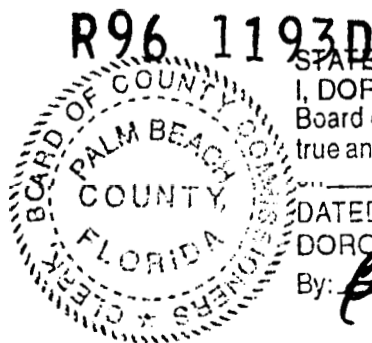
By: Taubman Centers, Inc.
as a general partner WST

By: [Signature]
Its: Authorized Signatory
~~_____~~

WITNESS :

[Signature]
Name: Dennis J. Hecht
~~_____~~

WPB/81145.3/76668-25201



STATE OF FLORIDA, COUNTY OF PALM BEACH
I, DOROTHY H. WILKEN, ex-officio Clerk of the
Board of County Commissioners certify this to be a
true and correct copy of the original filed in my office
Signed 26, 1996
DATED at West Palm Beach, FL on 9/26/96
DOROTHY H. WILKEN, Clerk
By: [Signature])C.

EXHIBIT "A"

AS TO FEE TITLE ESTATE:

A parcel of land lying Section 13, Township 44 South, Range 41 East, Palm Beach County, Florida more particularly described as follows:

BEGINNING at the N.W. corner of said Section 13; thence S87°44'41" 2 along the North line of said Section 13, a distance of 2643.75 feet to the North 1/4 corner of Section 13; thence continue S87°44'41" E, a distance of 883.06 feet to a point of curvature; thence along the arc of a curve to the right having a radius of 5616.58 feet and a central angle of 6°53'57" for a distance of 676.31 feet to the Point of Tangency; thence S80°50'44" E, a distance of 249.96 feet to a point of curvature; thence along a curve to the left having a radius of 5842.58 feet through a central angle of 3°32'46" for a distance of 565.54 feet to the West Right-of-Way line of S.R. No. 7; thence 500.21'56" E a distance of 848.56 feet; thence S01°58'01" W along a line parallel with and 240.00 feet Westerly of, as measured at right angles to the East line of said Section 13, a distance of 363.28 feet; thence N88°19'38" W a distance of 28.46 feet; thence S1°57'22" W a distance of 208.71 feet; thence S88°18'59" E a distance of 199.16 feet to the West Right-of-Way line of State Road No. 7; thence S02°04'34" W along said West Right-of-Way line, a distance of 2520.50 feet; thence N88°05'25" W along the South line of the North 1/2 of the South 1/2 of said Section 13, a distance of 5208.20 feet to the West line of said Section 13; thence N01°52'58" E a distance of 360.79 feet to the West 1/4 corner of said Section 13; thence N01°54'00" E, a distance of 2720.57 feet to the POINT OF BEGINNING.

LESS AND EXCEPT:

Right-of-Way for Lake Worth Drainage District Lateral Canal S-5 as described in Right-of-Way Warranty Deed from Hamyra Realty Corporation to Palm Beach County recorded on January 8, 1988 in Official Records Book 5539, Page 1776.

AND

LESS AND EXCEPT:

That portion conveyed to ACME Drainage District by Quit-Claim Deed from Hamyra Realty Corporation recorded in Official Records Book 2177, Page 1867.

AND

LESS AND EXCEPT:

That portion conveyed to Palm Beach County by Agreed Order Of Taking recorded in Official Records Book 4886, Page 1354 and Final Judgment recorded in Official Records Book 5347, Page 897.

AND

LESS AND EXCEPT:

Any portion of above described property lying within the Right-of-way of State Road No. 7.

EXHIBIT "B"
FOREST HILUSR 7 DRI
REQUIRED ROADWAY IMPROVEMENTS
ASSURED CONSTRUCTION

PHASE 1 ROADWAY IMPROVEMENTS

<u>Roadway</u>	<u>From</u>	<u>To</u>	<u>Improvement²</u>	<u>Trips³</u>	<u>Program Year</u>
SR 7	Okeechobee Blvd.	Belvedere Road	4 Lanes	1,139	I 7/98
SR 7	Belvedere Road	SR 80	4 Lanes	849	I 7/98
SR 7	SR 80	Forest Hill Blvd.	4 Lanes	502	I 7/98
SR 7	Forest Hill Blvd.	Lake Worth Road	4 Lanes	502	I 7/98
SR 7	Lake Worth Road	Lantana Road	4 Lanes	899	I 8/99
SR 7	Lantana Road	Boynton Beach Blvd.	4 Lanes	18,587	I 8/99

PHASE 1 INTERSECTION IMPROVEMENTS

<u>Intersection</u>	<u>Improvement</u>	<u>Trips³</u>	<u>Program</u>
SR 80 & Forest Hill Blvd.	South Approach - 2nd left turn lane 2nd & 3rd thru lane North Approach - 2nd left turn lane 2nd & 3rd thru lane right turn lane West Approach - 2nd left turn lane	29,604	95'96
SR 80 & Big Blue Trace	South Approach - right turn lane left turn lane receiving lanes	6,099	97'98

PHASE 2 ROADWAY IMPROVEMENTS

<u>Roadway</u>	<u>From</u>	<u>To</u>	<u>Improvement²</u>	<u>Trips³</u>	<u>Program Year</u>
Lantana Road	Lyons Road	Hagen Ranch Road	4 Lanes	41,673	97/98 ⁴
Lake Worth Road	South Shore Blvd.	Existing Paved Roadway West of SR 7	Extended as 2/3 lanes ⁵	43,681	97/98

¹ Roadway improvement includes continuity of the through lanes through the intersections (except SR7 at Okeechobee Boulevard).

² Minimum required cross-section.

³ No building permits for more than this number of daily net external project trips until the improvement is under construction.

⁴ Or an acceptable alternative roadway, adopted by the Palm Beach County Board of County Commissioners.

⁵ Subject to coordination with Turnpike improvements and funding through developer/County agreement.

EXHIBIT "C"

FOREST HILUSR 7 DRI
 REQUIRED **ROADWAY** IMPROVEMENTS
 NOT ASSURED CONSTRUCTION

PHASE 1 ROADWAY IMPROVEMENTS (Performance Security To Be Posted Within Six Months of Development Order)

<u>Roadway</u>	<u>From</u>	<u>To</u>	<u>Improvement</u>	<u>Trips</u>	<u>Commencement BY</u>
Forest Hill Blvd.	South Shore Blvd.	SR 7	6 Lanes	12,213	12/31/18

PHASE 1 INTERSECTION IMPROVEMENTS (Performance Security To Be Posted Within Six Months of Development Order)

<u>Intersection</u>	<u>Improvement</u>	<u>Trips</u>	<u>Commencement BY</u>
SR80 & Big Blue Trace	East Approach - 2nd left turn lane	6,099	12/31/38

PHASE 2 ROADWAY IMPROVEMENTS (Performance Security To Be Posted Prior To **12/31/2000**, Except As Noted)

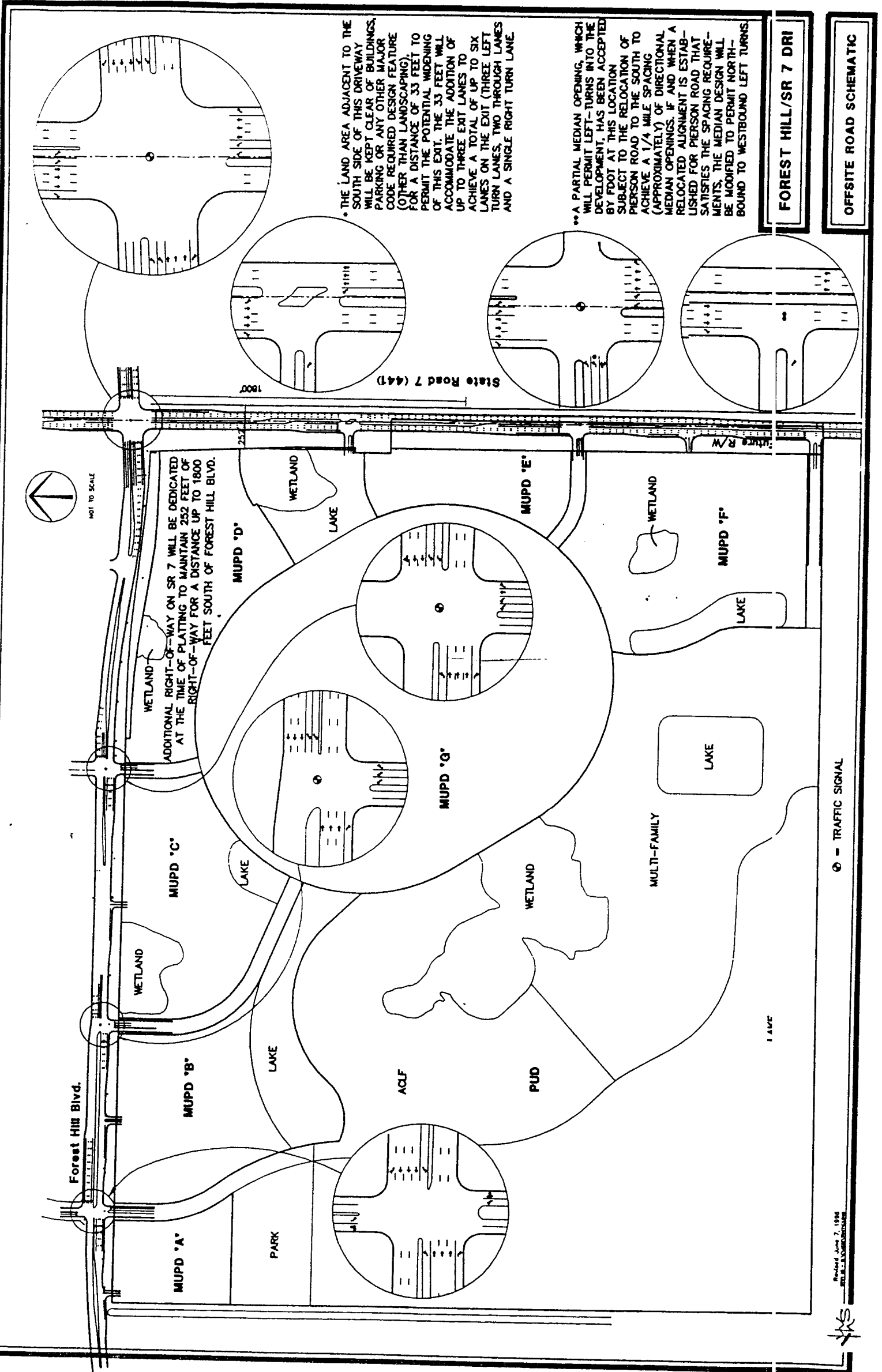
<u>Roadway</u>	<u>From</u>	<u>To</u>	<u>Improvement</u>	<u>Trips</u>	<u>Commencement BY</u>
SR 80	Big Blue Trace	Forest Hill Blvd.	6 Lanes	40,522 ¹	12/31/2004 ⁶
SR 80	Royal Palm Beach Blvd.	SR 7	6 Lanes	42,012 ⁵	12/31,2004
SR 80	SR 7	Sansbury Way	6 Lanes	45,919 ¹	12/31/2004 ⁷
Okeechobee Blvd.	Swallow Blvd.	SR 7	8 Lanes	47,209	12/31,2004

PHASE 2 ROADWAY IMPROVEMENTS (Performance Security To Be Posted Prior To **12/31/2000** Except As Noted)

<u>Intersection</u>	<u>Improvement</u>	<u>Trips</u>	<u>Commencement By</u>
Forest Hill Blvd. & Wellington Trace (North)	South Approach - 2nd left turn lane	40,124 ¹	12/31/2004
Southern Blvd. & Jog Road	All Approaches - 2nd left turn lane	43,328	12/31/2004
Lake Worth Road & Jog Road	West Approach - right turn lane	40,301 ¹	12/31/2004

- ¹ Roadway improvement includes continuity of the through lanes through the intersections.
- ² Minimum required cross-section. Geometrics of intersection to be approved by County Engineer.
- ³ No building permits for more than this number of "daily net external project trips", as defined in the Traffic Impact Study, until the improvement is under construction.
- ⁴ Required to meet State requirements; however, the Developer is not required to assure the construction (see paragraph 4.b of this agreement).
- ⁵ Until 10/31/2001, 38,603 trips thereafter.
- ⁶ Or if more restrictive, 3,586 net external PM peak hour trips or December 31, 2000, whichever occurs last.
- ⁷ Or if more restrictive, 3,255 net external PM peak hour trips or December 31, 2002, whichever occurs last.
- ⁸ Until 12/31/2001, 38,603 trips thereafter.

EXHIBIT D



NOT TO SCALE

ADDITIONAL RIGHT-OF-WAY ON SR 7 WILL BE DEDICATED AT THE TIME OF PLATTING TO MAINTAIN 252 FEET OF RIGHT-OF-WAY FOR A DISTANCE UP TO 1800 FEET SOUTH OF FOREST HILL BLVD.

• THE LAND AREA ADJACENT TO THE SOUTH SIDE OF THIS DRIVEWAY WILL BE KEPT CLEAR OF BUILDINGS, PARKING OR ANY OTHER MAJOR CODE REQUIRED DESIGN FEATURE (OTHER THAN LANDSCAPING), FOR A DISTANCE OF 33 FEET TO PERMIT THE POTENTIAL WIDENING OF THIS EXIT. THE 33 FEET WILL ACCOMMODATE THE ADDITION OF UP TO THREE EXIT LANES TO ACHIEVE A TOTAL OF UP TO SIX LANES ON THE EXIT (THREE LEFT TURN LANES, TWO THROUGH LANES AND A SINGLE RIGHT TURN LANE.

•• A PARTIAL MEDIAN OPENING, WHICH WILL PERMIT LEFT-TURNS INTO THE DEVELOPMENT, HAS BEEN ACCEPTED BY FDOT AT THIS LOCATION SUBJECT TO THE RELOCATION OF PIERSON ROAD TO THE SOUTH TO ACHIEVE A 1/4 MILE SPACING (APPROXIMATELY) OF DIRECTIONAL MEDIAN OPENINGS. IF AND WHEN A RELOCATED ALIGNMENT IS ESTABLISHED FOR PIERSON ROAD THAT SATISFIES THE SPACING REQUIREMENTS, THE MEDIAN DESIGN WILL BE MODIFIED TO PERMIT NORTH-BOUND TO WESTBOUND LEFT TURNS.

FOREST HILL/SR 7 DRI

OFFSITE ROAD SCHEMATIC

⊙ = TRAFFIC SIGNAL

Revised June 7, 1996
 M.L.E. ARCHITECTS



EXHIBIT " E

FOREST HILUSR 7 DRI
ADDITIONAL REQUIRED ROADWAY IMPROVEMENTS
PHASE I EXTENDED BUILD-OUT
NOT ASSURED CONSTRUCTION

2000 ROADWAY IMPROVEMENTS

None

2001 ROADWAY IMPROVEMENTS

None

2002 ROADWAY IMPROVEMENTS (Performance Security To Be
Posted Prior To 11/12/02 or Next Business Day)

<u>Roadway</u>	<u>From</u>	<u>To</u> ¹	<u>Minimum Required Cross-Section</u>
SR 80	Royal Palm Beach Blvd.	SR 7	6 Lanes

2003 ROADWAY IMPROVEMENTS

None

¹ Roadway improvement includes continuity of the through lanes through the intersections

² Geometrics at intersection shall be as approved by the County Engineer.

EXHIBIT "E" (CONTINUED)

FOREST HILUSR 7 DRI
ADDITIONAL REQUIRED ROADWAY IMPROVEMENTS
PHASE II EXTENDED BUILD-OUT
NOT ASSURED CONSTRUCTION

2005 ROADWAY IMPROVEMENTS (Performance Security To Be Posted
Prior To **1/1/2005** or Next Business Day)

<u>Roadway</u>	<u>From</u>	<u>To</u>	Minimum Required <u>Cross-Section</u> ²
Forest Hill Blvd.	SR 7	Pinehurst Dr.	6 Lanes

2006 ROADWAY IMPROVEMENTS (Performance Security To Be Posted
Prior To **1/1/2006** or Next Business Day)

<u>Roadway</u>	<u>From</u>	<u>To</u>	Minimum Required <u>Cross-Section</u> ²
Lake Worth Road	SR 7	120th Avenue	4 Lanes

2007 ROADWAY IMPROVEMENTS

None

2008 INTERSECTION IMPROVEMENTS (Performance Security To Be Posted
Prior To **1/1/2008** or Next Business Day)

<u>Intersection</u>	<u>Improvement</u>
Forest Hill Boulevard and Wellington Trace (South)	Northbound and Southbound - 3rd through lane matching six lane cross section on Forest Hill at South Shore Blvd.
Forest Hill Blvd. and Wellington Trace (North)	Construct a second left lane on west approach.

¹ Roadway improvement includes continuity of the through lanes through the intersection!.

² Geometrics at intersections shall be as approved by the County Engineer.

EXHIBIT "F"

PREPARED BY AND RETURN TO:
E. Lee Worsham, P. A.
Honigman Miller Schwartz and Cohn
222 Lakeview Avenue, Suite 800
West Palm Beach, FL 33401

R96 1193D

DRI AGREEMENT

AUG 26 1996

This Agreement ("Agreement") is entered into this _____ day of _____, 1996, by and among BREFRANK, INC., a Florida corporation, and TJ PALM BEACH ASSOCIATES LIMITED PARTNERSHIP, a Delaware limited partnership authorized to do business in the State of Florida (collectively hereinafter the "Developer"), the Department of Community Affairs (hereinafter "DCA"), and Palm Beach County (hereinafter the "County"). (DCA and Palm Beach County are sometimes collectively hereinafter referred to as the "Agencies").

A. In accordance with the provisions of Chapter 380, Florida Statutes, the Developer has filed an Application for Development Approval ("ADA") with the County on September 1, 1995, seeking approval of a multi-use development of regional impact consisting of a regional mall with related uses, office, hotel, residential, and Adult Congregate Living Facilities ("Project") on certain property owned by the Developer and located in Palm Beach County, Florida, as such property is more particularly described on Exhibit "A" attached hereto and made a part hereof ("Property").

B. Prior to the time that the ADA was under review by the applicable review agencies, another developer ("Royal Palm Developer") obtained approval for a regional mall on property located generally at the northwest corner of the intersection-of-Southern Boulevard and State Road 7 ("Royal Palm Mall"), which, if built, would serve substantially the same market area as the mall referenced in the ADA.

C. The market studies for both regional malls, which were submitted to the reviewing agencies, indicated the market area could support only one regional mall.

D. The Developer and the Agencies agree and acknowledge that it would be inappropriate to require traffic improvements and/or conditions to mitigate traffic impacts for two regional malls where in fact only one will be built.

E. The Developer and the Agencies further agree and acknowledge that the required traffic improvements and/or conditions to the DRI development order for the Project have been fashioned based on the assumption and agreement that only one regional mall will be built in the subject market area and therefore the Developer acknowledges that any DRI development order issued pursuant to the ADA must terminate upon the occurrence of the events listed in Paragraph 3 below.

F. All of the impacts, including traffic, generated by any use of the Property other than as a regional mall (with related uses as described in the ADA), office, hotel, residential, and Adult Congregate Living Facility, shall be subject to review and the Developer required to mitigate for all impacts including traffic impacts of the new use.

NOW THEREFORE, in consideration of the promises, covenants and obligations contained herein, the parties intending to be legally bound, hereby agree as follows:

1. Recitals. The above Recitals labelled A through F (inclusive) are true and correct and are incorporated herein by reference.

2. Definitions. Whenever used in this Agreement, the following terms shall be defined as follows:

- (a) "core of the regional mall" is the central enclosed common area of the regional mall, together with all space to be occupied by tenant; for retail use, other than the department stores, which space to be occupied by tenants shall contain a minimum of 350,000 square feet of gross leasable area.

- (b) "department store" is a full-line retail store consisting of a minimum of 125,000 square feet of gross leasable area which carries merchandise and services commonly referred to in the industry as Department Store Type Merchandise and which is traditionally found at regional retail malls. Examples of department stores, for illustrative purposes only, include, but are not limited to, Bloomingdale's, Burdines, J. C. Penney, Macy's, Sears, Dillards, Lord and Taylor, Saks Fifth Avenue, and Mervyns.
- (c) "department store commitments" shall mean the recordation in the Public Records of Palm Beach County, Florida of:
 - (i) warranty deed(s) conveying fee simple title to that portion of the regional mall property to the owner and/or operator of a department store consisting of a minimum of 125,000 square feet of gross leasable area and/or memorandum(s) of lease(s) relative to a lease(s) for not less than 125,000 square feet of gross leasable area within the regional mall and for an initial term of not less than ten (10) years duly executed by the regional mall developer, as landlord, and the owner and/or operator of a department store, as tenant; AND
 - (ii) estoppel letters in the form attached hereto and made a part hereof as Exhibit "B" from the owners and/or operators of the department stores referred to in subparagraph 2(c)(ii).

Each such deed and memorandum of lease may be subject to reversion or termination only in the event that the development order for the subject regional mall becomes void or terminates in accordance with the terms of this Agreement, or in the event that the Developer fails to meet its construction obligations to the department store(s).

- (d) "gross leasable area" is:
 - (i) as to the core of the regional mall, the square footage designed for occupancy by tenants for retail use (other than kiosk!), but excluding common areas and areas devoted to maintenance and operation of the regional mall itself (for example, utility and service areas); and
 - (ii) as to the department stores, the gross horizontal areas of all floors, including, but not limited to, hallways, storage rooms, stairwells, elevator shafts and utility rooms, measured from the exterior faces of the exterior walls of a building.
- (e) "regional mall" is an enclosed regional shopping center: (i) containing a minimum of 800,000 square feet of gross leasable area accessible from a central common area, (ii) with the stores facing each other and fronting the common area, and (iii) containing at least three (3) department stores.

3. Termination of the DRI Development Order. The Developer agrees and acknowledges that in the event a DRI development order is issued by the County in connection with the ADA approving a regional mall (with or without conditions) on the Property, such DRI development order shall become completely void, if either (a) or (b) below have occurred.

- (a) The Developer has failed to comply with any of the terms set forth in the Public Facilities Agreement, which is that agreement being an instrument which ensures concurrent provision of road infrastructure for the project consistent with Chapter 163, Florida Statutes and the requirements of the Transportation Standard DRI Rule 9J-2.045, Florida Administrative Code; or
- (b) The Royal Palm Mall has met the following criteria prior in time to the Project meeting such criteria:
 - (i) obtained a Development of Regional Impact Development Order for a regional mall;

- (ii) secured department store commitments (as evidenced by the documentation required by subparagraph 2(c)), from a minimum of three (3) department stores each committing to occupy at least 125,000 square feet of gross leasable area within the regional mall;
- (iii) obtained one or more building permits¹ for the vertical construction of the core of the regional mall which permit(s) authorizes the construction of a minimum of 350,000 square feet of gross leasable area. The total gross leasable area of the department stores reflected in the department store commitments and the core of the regional mall authorized by the building permit(s) shall be a minimum of 800,000 square feet; and
- (iv) commenced vertical construction of the core of the regional mall, which for the purposes hereof shall mean the commencement of the pouring of the foundation and footings in connection with a continuous program of construction.

4. Agreements by the Developer.

- (a) The Developer agrees and acknowledges that for the purposes of this Agreement and any development order issued pursuant to the ADA, a regional mall consists of a minimum of 800,000 square feet of gross leasable area and must contain at least three (3) department stores containing a minimum of 125,000 square feet of gross leasable area each. The Developer further agrees and acknowledges that it may not circumvent the intentions of this Agreement by obtaining building permits and/or constructing improvements which do not meet these minimum standards and if the Property is to be developed, a regional mall meeting the definitions contained in this Agreement must be constructed.
- (b) Notwithstanding whether or not the DRI development order approving (with or without conditions) a regional mall for the Property becomes void or terminates, the Developer agrees and acknowledges the following:
 - (i) Any use of the Property other than as a regional mall with related uses, office, hotel, residential, and Adult Congregate Living Facility (with related uses described in the ADA), shall be subject to full public facility availability review for all of its impacts, including, but not limited to, traffic concurrency review, traffic impact and other impact mitigation and improvement requirements under the law in effect at the time of the submission of an application for a development order (as referred to in Part II of Chapter 163, Florida Statutes) for the Property (or any portion thereof). The Property shall be treated as if no prior development order (as referred to in Part II of Chapter 163, Florida Statutes) had been approved for the Property and on the basis that there is no existing use of the Property.
 - (ii) The Developer shall have no right to claim any vesting of any type including, but not limited to any right to claim any traffic trips have vested, unless the Property is actually developed as a regional mall.
 - (iii) The regional mall with related uses as referred to in the ADA shall be assessed its traffic concurrency and mitigation requirements as set forth in the DRI development order issued in connection with the ADA.

¹ The required building permit(s) must be the only building permit(s) required for the completion of the core of the regional mall (e.g. a building permit for merely the foundation of the core of the regional mall will not satisfy this requirement).

- (iv) The Developer agrees to file and process an application for a comprehensive plan amendment (as referred to in Part II of Chapter 163 of the Florida Statutes) for any use of the Property, other than as a regional mall with related uses as contemplated in the ADA.

5. Waiver. In the event that the conditions set forth in either paragraph 3(a) or 3(b) have occurred, the Developer hereby voluntarily waives and relinquishes any and all right or claim, whether arising pursuant to common law, equitable estoppel, vested rights, statute (including without limitation, Chapters 70, 163 and 380, Florida Statutes 1995 and/or the Bert J. Harris Jr. Private Property Rights Act), and/or state or federal constitutions, and/or any other basis whatsoever, that:

- (a) the Property is approved for use as a regional mall with related facilities;
- (b) the Property has any vested or reserved public facilities capacity as defined in Florida Statutes, County Ordinances, or other applicable governmental regulations; or
- (c) an application for a development order (as referred to in Part II of Chapter 163, Florida Statutes) authorizing any use of the Property shall not be treated as if there is no existing use of the Property and all if no prior development order (as defined in Part II of Chapter 163, Florida Statutes) had been approved for the Property.

6. Reliance. Developer acknowledges that the government agencies involved in the review and/or approval of the DRI development order for the regional mall proposed in the ADA have materially relied upon the representation and warranty of the Developer that:

- (a) the Developer's market study is correct in its conclusion that **only** one regional mall can be supported in the market area that would be served by the Project; and
- (b) if a regional mall is not constructed on the Property for any reason, including, but not limited to the provisions contained herein, that the DRI development order shall become void and there will be no traffic vesting or any other vesting applicable to the Property by virtue of its prior approval for a regional mall.

7. Building Permits. The County and Developer agree that the County shall not issue any building permit(s) for the core of the regional mall or other structure or structures to be erected on the Property unless the Developer has delivered evidence of the department store commitments under subparagraph 3(b)(ii) herein and the gross leasable area of the department stores as reflected in the department store commitments and the core of the regional mall is a minimum of 800,000 square feet of gross leasable area. The County shall only issue building permit(s) with, or after, issuance of the building permit(s) for the regional mall.

a. Declaratory Action.

- (a) In the event that the Developer believes it has satisfied all of the criteria set forth in Paragraph 3(b) above prior to the Royal Palm Mall, the Developer shall provide notice of such claim to the Village, the DCA, the County, and the Royal Palm Developer. Such notice shall include the following:
 - (i) A true and correct copy of the Development of Regional Impact Development Order authorizing a regional mall on the Property as contemplated in subparagraph 3(b)(i);
 - (ii) True and correct copies of the recorded warranty deeds and/or memorandums of leases, and estoppel letters, as contemplated in subparagraph 3(b)(ii);
 - (iii) True and correct copies of the building permit(s) authorizing the vertical construction of the core of the regional mall as contemplated in subparagraph 3(b)(iii);

- (iv) The date and time upon which vertical construction of the core of the regional mall (as contemplated in subparagraph 3(c)(iv)) commenced; and
 - (v) Calculations demonstrating that the 800,000 square foot requirement of subparagraph 3(b)(iii) has been met.
- (b) The Developer agrees and acknowledges that in the event the Developer receives a similar notice and information from the Royal Palm Developer claiming that the Royal Palm Mall has met the criteria set forth in Paragraph 3(b), and the Developer does not agree with such claim, the Developer shall have a period of ten (10) days from receipt of such notice in which to bring a declaratory action in the Circuit Court in and for Palm Beach County, Florida for a determination as to whether the Royal Palm Developer has satisfied the criteria in subparagraph 3(b), or, if both the Developer and the Royal Palm Developer claim to have satisfied the criteria, which developer actually satisfied the criteria first. The only issues to be addressed in such declaratory action shall be whether: (a) either or both developers satisfied the criteria set forth in Paragraph 3(b); and (b) if both developers satisfied said criteria, which did so at the earliest point in time.

Failure of the Developer to file a declaratory action within the time-frame provided shall constitute an automatic waiver of the right of the Developer to challenge the assertion that the Royal Palm Developer has satisfied the criteria set forth in Paragraph 3(b), or whether such event occurred prior to the Developer, whereupon any DRI development order issued by the County pursuant to the ADA shall terminate in accordance with the terms of this Agreement and become completely void.

- (c) In the event a declaratory judgment determines that the Royal Palm Developer satisfied the criteria set forth in Paragraph 3(b) prior to the Developer, any DRI development order issued by the County pursuant to the ADA shall terminate in accordance with the provisions of this Agreement and become completely void. In the event a declaratory judgment determines that the Developer satisfied the criteria set forth in Paragraph 3(b) prior to the Royal Palm Developer, the DRI development order for the Project shall no longer be subject to termination pursuant to Paragraph 3(b).
- (d) Nothing in this Paragraph 8 or otherwise shall be deemed to limit the right of the Agencies to enforce the terms of this Agreement and/or to bring a separate declaratory action for a determination of which developer met the criteria set forth in Paragraph 3(b) first. In the event any of the Agencies bring such a declaratory action, the Village and/or County (as appropriate) shall immediately issue stop work orders for the respective DRI projects, which orders shall remain in effect until a final resolution of the declaratory action, and any appeals related thereto.

In the event a declaratory action is filed pursuant to this Section 8 by any of the Agencies, the Developer hereby releases the Village, County, and the DCA from any and all liability arising as relative to: (a) the issuance of the stop work orders for the Project; (b) the declaratory action and any appeals relative thereto (including, without limitation, any determination adverse to the interest of the Developer); and (c) the ultimate termination of the DRI development order for the Project.

9. Enforcement. In addition to other remedies which may be available to the parties hereto, the Developer agrees that this Agreement shall be specifically enforceable by the Village, DCA, Palm Beach County and/or the Florida Department of Transportation, and that the enforcement rights given to the above agencies shall be in addition to any other enforcement rights which they are granted by law or rule. The Developer in any action by any of said agencies waives any defense of failure to exhaust administrative remedies and agrees that any violation of this Agreement would constitute irreparable injury and shall entitle any of the enforcing agencies to the issuance of an injunction. In any such injunction action the Developer waives the posting of a bond or other surety by any of the enforcing agencies.

10. Recordina and Covenant Runnina with the Property. This Agreement shall be recorded in the Public Records of Palm Beach County, Florida and shall constitute a covenant running with the Property and shall be binding upon any party who receives or acquires any right, title or interest in the Property.

11. Amendments. The provisions of this Agreement may not be terminated, amended, supplemented, waived or changed orally, but only by a writing signed by the Developer, Palm Beach County, and the DCA or its successor.

12. Survival. This Agreement shall survive any termination of the DRI development order issued approving with or without conditions a regional mall in regard to the Property, however, this Agreement shall in all events terminate twenty (20) years after it is recorded in the Public Records of Palm Beach County, Florida.

13. Binding Effect. All of the terms and provisions of this Agreement are binding upon, inure to the benefit of, and are enforceable by the parties and their respective administrators, executors, legal representatives, heirs, successors and assigns.

14. Headinas. The headings contained in this Agreement are for convenience of reference only, and do not limit or otherwise affect in any way the meaning or interpretation of this Agreement.

15. Pronouns. In this Agreement, the use of any gender will be deemed to include all genders, and the use of the singular will include the plural, whenever it appears appropriate from the context.

16. Jurisdiction and Venue. The parties acknowledge that a substantial portion of negotiations, anticipated performance and execution of this Agreement occurred or will occur in Palm Beach County, Florida, and, therefore, without limiting the jurisdiction or venue of any other federal or state courts, each of the parties irrevocably and unconditionally: (a) agrees that any suit, action or legal proceeding arising out of or relating to this Agreement will be brought in the courts of record of the State of Florida in Palm Beach County or of the United States, Southern District of Florida; (b) consents to the jurisdiction of each court in any suit, action or proceeding; and (c) waives any objection which it may have to the laying of venue of any suit, action or proceeding in any of the courts.

17. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

18. Governing Law. This Agreement and all transactions contemplated by this Agreement will be governed by, and construed and enforced in accordance with Florida and Federal law.

19. Notices. All notices, requests, consents and other communications required or permitted to be given under this Agreement will be in writing (including telefax or telecopy) and shall be sent by certified mail, postage prepaid, return receipt requested, or shall be hand-delivered or delivered by a recognized national overnight courier service or shall be sent by electronic communication (whether by telefax, or telecopy), addressed as follows:

If to Developer:

The Taubman Companies
200 East Long Lake Road
Bloomfield Hills, MI 48013
Attn: Harry V. Murphy
Phone #: (810) 258-7290
Fax #: (810) 258-7431

AND

Brefrank, Inc.
4474 Woodfield Boulevard
Boca Raton, FL 33434
Attn: Harold Jacobsohn
Phone #: (561) 994-3945
Fax #: (561) 241-8894

With a copy to:

Honigman Miller Schwartz and Cohn AND
222 Lakeview Avenue, Ste. 800
West Palm Beach, FL 33401
Attn: E. Lee Worsham, P.A.
Phone #: (561) 838-4515
Fax #: (561) 832-3036

Boose Casey Ciklin Lubitz
Martens McBane & O'Connell
515 North Flagler Drive, Ste. 1910
West Palm Beach, FL 33401
Attn: William R. Boose, Esq.
Phone #: (561) 832-5900
Fax #: (561) 833-4209

If to the County:

Palm Beach County
P.O. Box **21229**
301 North Olive Avenue
West Palm Beach, FL **33416**
Attn: County Engineer
Fax #: **(561) 355-2090**

With a copy to:

Palm Beach County
P.O. Box **1989**
301 North Olive Avenue
West Palm Beach, FL **33416**
Attn: County Attorney
Fax #: **(561) 355-4398**

If to the Royal Palm Developer:

Estate of J. M. Rubin
c/o Robert T. Owens and
David S. Meisel, Esq.
As Co-Personal Representatives
777 South Flagler Drive
Phillips Point, West Tower **1113**
West Palm Beach, FL **33401**
Fax #: **(561) 833-2258**

With a copy to:

Raymond W. Royce, **Esq.**
Scott, Royce, Harris, Bryan
Barra & Jorgensen, P.A.
4400 PGA Boulevard, Suite **800**
Palm Beach Gardens, FL **33410**
Fax #: **(561) 624-3533**

If to the Village:

Village of Royal Palm Beach
1050 Royal Palm Beach Boulevard
Royal Palm Beach, FL **33411**
Fax #: **(561) 790-5174**

With a copy to:

Trela White, Esq.
505 South Flagler Drive, Ste. **1003**
West Palm Beach, FL **33401**
Fax #: **(561) 659-3375**

If to DCA:

Department of Community Affairs
2740 Centerview Drive
Tallahassee, FL **32999-2100**
Fax #: **(904) 922-2679**
Attn: Division of Resource Planning & Management

With a copy to:

General Counsel
Department of Community Affairs
2740 Centerview Drive
Tallahassee, FL **32999-2100**
Fax #: **(904) 922-2679**

or to any other address or addresses as any party may designate from time to time by notice given in accordance with this Paragraph. Any such notice will be deemed delivered: (a) on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authority as not deliverable, as the case may be if mailed, (b) on the date delivered by personal delivery, (c) on the date of delivery by a recognized national overnight courier service, or (d) on the date of transmission if sent by electronic communication.

20. Reciprocal Agreement. The Village, County, and the DCA have required the Royal Palm Developer to enter into a reciprocal DRI Agreement containing the same substantive terms as this Agreement, as a condition of the Development of Regional Impact Development Order for the Royal Palm Mall.

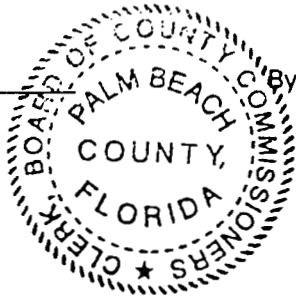
IN WITNESS WHEREOF, this Agreement has been executed on the day and year indicated on page 1 hereof.

COUNTY:

**PALM BEACH COUNTY, FLORIDA
BY ITS BOARD OF COUNTY
COMMISSIONERS**

ATTEST: Dorothy H. Wilken

By: Joan Hevelly
Deputy Clerk



By: [Signature]
Chair

AUG 26 1996

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

By: [Signature]
Assistant County Attorney

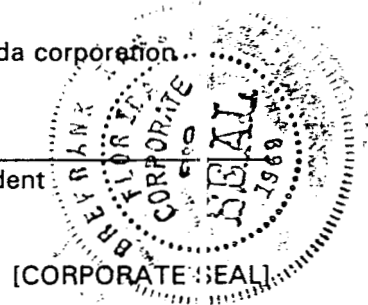
DEVELOPER:

BREFRANK, INC., a Florida corporation

ATTEST:

By: [Signature]
Name: **MYRIAH WEINSTEIN**
Its: Secretary

By: [Signature]
Harold Jacobsohn, President



[CORPORATE SEAL]

**TJ PALM BEACH ASSOCIATES
LIMITED PARTNERSHIP, a Delaware
limited partnership**

By: The Taubman Realty Group Limited Partnership, as its general partner

WITNESS:

[Signature]
Name: **MARK G. BULMASH**

By: [Signature]
Richard B. McGlinn
Its: Authorized Signatory

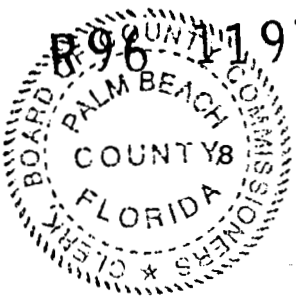
[CORPORATE SEAL]

**STATE OF FLORIDA, DEPARTMENT OF
COMMUNITY AFFAIRS, an agency of
the State of Florida**

WITNESS:

[Signature]
Name:

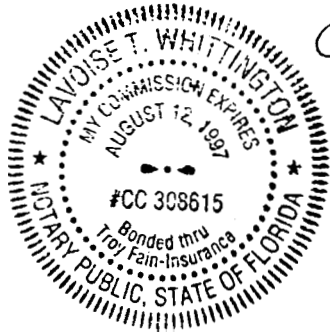
By: [Signature]
Its: Director, Resource Planning & mgmt.



STATE OF FLORIDA, COUNTY OF PALM BEACH
I, DOROTHY H. WILKEN, ex-officio Clerk of the
Board of County Commissioners certify this to be a
true and correct copy of the original filed in my office
on August 26, 1996
DATED at West Palm Beach, FL on 9/26/96
DOROTHY H. WILKEN, Clerk
By: [Signature]

STATE OF FLORIDA
COUNTY OF LEON

This instrument was acknowledged before me this 19th day of September, 1995, by Charles Pattison - Division Director,
Division of Resource Planning and Management, Department of Community Affairs, who s
personally know to me and who did not take an oath.



Lavoise Whittington
Notary Public

Lavoise Whittington
Name (typed, printed, or stamped)

My commission expires:

Commission Number

EXHIBIT "A"

AS TO FEE TITLE ESTATE:

A parcel of land lying Section 13, Township 44 South, Range 41 East, Palm Beach County, Florida more particularly described as follows:

BEGINNING at the N.W. corner of said Section 53; thence S87°44'41" E along the North line of said Section 13, a distance of 2643.75 feet to the North 1/4 corner of Section 13; thence continue S87°44'41" E, a distance of 883.06 feet to a point of curvature; thence along the arc of a curve to the right having a radius of 5616.58 feet and a central angle of 6°53'57" for a distance of 676.31 feet to the Point of Tangency; thence S80°50'44" E, a distance of 219.96 feet to a point of curvature; thence along a curve to the left having a radius of 5842.58 feet through a central angle of 3°32'46" for a distance of 565.55 feet to the West Right-of-way line of S.R. No. 7; thence S00°21'56" E a distance of 448.56 feet; thence S01°58'01" W along a line parallel with and 240.00 feet Westerly of, as measured at right angles to the East line of said section 13, a distance of 363.21 feet; thence N88°19'38" W a distance of 28.46 feet; thence 51.57'22" W a distance of 208.71 feet; thence S88°18'59" E a distance of 199.16 feet to the West Right-of-way line of State Road No. 7; thence S02°04'34" W along said West Right-of-way line, a distance of 2510.50 feet; thence N88°05'25" W along the South line of the North 1/2 of the South 3/2 of said Section 13, a distance of 5208.20 feet to the West line of said Section 13; thence N01°52'58" E a distance of 1360.79 feet to the West 1/4 corner of said Section 13; thence N01°54'00" E, a distance of 2720.57 feet to the POINT OF BEGINNING.

LESS AND EXCEPT:

Right-of-Way for Lake Worth Drainage District Lateral Canal S-5 as described in Right-of-Way Warranty Deed from Hamyra Realty Corporation to Palm Beach County recorded on January 8, 1988 in Official Records Book 5539, Page 1776.

AND

LESS AND EXCEPT:

That portion conveyed to ACME Drainage District by Quit-Claim Deed from Hamyra Realty Corporation recorded in Official Records Book 2177, Page 1867.

AND

LESS AND EXCEPT:

That portion conveyed to Palm Beach County by Agreed Order Of Taking recorded in Official Records Book 4886, Page 1354 and Final Judgment recorded in Official Records Book 5307, Page 897.

AND

LESS AND EXCEPT:

Any portion of above described property lying within the Right-of-Way of State Road No. 7.

EXHIBIT "B"

FORMS OF ESTOPPEL LETTERS FOR DEPARTMENT STORE LEASES

VIA FACSIMILE & REGULAR MAIL
(904) 922-2679

Department of Community Affairs
Division of Resource Planning & Management
2740 Centerview Drive
Tallahassee, Florida 32999-2100

VIA FACSIMILE & REGULAR MAIL
(561) 790-5174

Village of Royal Palm Beach
1050 Royal Palm Beach Boulevard
Royal Palm Beach, Florida 33411

VIA FACSIMILE & REGULAR MAIL
(561) 833-2258

Estate of J. M. Rubin
C/O Robert T. Owens and
David S. Meisel, Esq.
As Co-Personal Representatives
777 South Flagler Drive
Phillips Point, West Tower 1113
West Palm Beach, Florida 33401

VIA FACSIMILE & REGULAR MAIL
(561) 355-2090

Palm Beach County
301 North Olive Avenue
West Palm Beach, Florida 33401
Ann: County Engineer

Re: FOREST HILL/SR7 Development of Regional Impact

Dear Ladies and Gentlemen:

FORM OF ESTOPPEL LETTER FOR DEPARTMENT STORE LEASES

1. The undersigned has entered into a ~~valid and enforceable~~ lease ("Lease") with [insert name of the Mall developer] whereby the undersigned has agreed to operate a department store within the [insert name of regional mall].
2. The Lease is for an initial term of [insert term of Lease; minimum is ten (10) years] commencing upon _____.
3. A Memorandum of the Lease was recorded in Official Records Book _____, Page _____, Public Records of Palm Beach County, Florida [insert recording information].
4. The undersigned is obligated to construct and operate/operate [select appropriate provision] a department store within the [insert name of regional mall] a [insert appropriate figure; minimum of 125,000 square feet] square feet of gross floor area pursuant to the terms of the Lease, unless (i) the Developer has not met its construction obligations to the undersigned, or (ii) the Development of Regional Impact Development Order for the [insert name of regional mall] terminates or becomes void in accordance with the provisions of that certain DRI Agreement by and among [insert name of Mall developer], Palm Beach County, and the Department of Community Affairs, dated [insert date of DRI Agreement].
5. "Gross floor area" means the gross horizontal areas of all floors, including, but not limited to, hallways, storage rooms, stairwells, elevator shafts and utility rooms, measured from the exterior faces of the exterior walls of a building.

FORM OF ESTOPPEL LETTER FOR CONVEYANCE OF FEE SIMPLE

1. The undersigned has accepted a warranty deed from [insert name of title holder of the regional mall property], which deed has been recorded in Official Records Book _____, Page _____, of the Public Records of Palm Beach County, Florida [insert recording information].
2. The undersigned is obligated to construct and operate a department store consisting of [insert appropriate figure; minimum of 125,000 square feet], of the [insert name of the regional mall] Development of Regional Impact, unless (i) the Developer has not met its construction obligations to the undersigned, or (ii) the Development of Regional Impact Development Order for the [insert name of the regional mall] terminates or becomes void in accordance with the provisions of that certain DRI Agreement by and among [insert name of the regional mall developer], Palm Beach County, and the Department of Community Affairs, dated [insert date of DRI Agreement] ("DRI Agreement").

3. "Gross floor area" means the gross horizontal areas of all floors, including, but not limited to, hallways, storage rooms, stairwells, elevator shafts and utility rooms, measured from the exterior faces of the exterior walls of a building.

WITNESSES

Sincerely,

[Type name of witness]

[Type name of witness]

[Signature of authorized signatory of the owner or operator of a "department store", as such term is defined in the DRI Agreement to which this Estoppel Letter is attached]

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _ day of _____, 19____,
by _____ as _____ of _____
_____ corporation, on behalf of the corporation.

(SEAL)

Printed Name: _____
NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
My Commission Expires: _____
Commission No.: _____

Personally known _____ OR produced identification _____

Type of identification produced _____