

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, INC., 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 Countywide 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 II, 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 "D"** 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 II 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 road way 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.

- 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 7 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 30% 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~~ 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** 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

Brefiank, 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 1000
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.

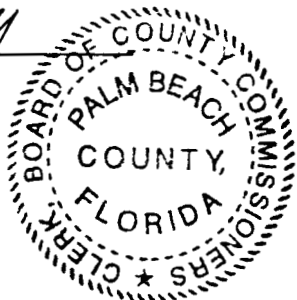
18. **Effective Date and Term.** This Agreement shall be effective upon the date that it is executed by all parties (the "**Effective Date**") and shall terminate upon the earlier of (i) the buildout of the Project, or (ii) June 30, 2016, unless extended by written agreement between the parties. In the 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:

BREFRANK, 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

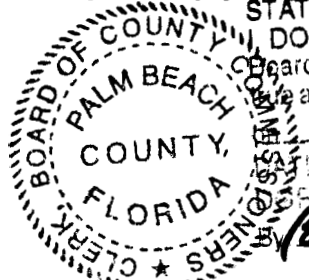
By: [Signature]
Its: Authorized Signatory
~~[Redacted]~~

WITNESS :

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

WPB/81145.3/76668-25201

R96 1193D



STATE OF FLORIDA, COUNTY OF PALM BEACH
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
August 26, 1996
FILED at West Palm Beach, FL on 9/26/96.
DOROTHY H. WILKEN, Clerk

[Signature] D.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" 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°50'14" E, a distance of 249.96 feet to a point of curvature; thence along a curve to the left having a radius of 5842.30 feet through a central angle of 3°32'46" for a distance of 565.51 feet to the West Right-of-Way line of S.R. No. 7; thence S00°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" S 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 2120.50 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 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 Record. 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 Record. Book 5357, 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 II ROADWAY IMPROVEMENTS

<u>Roadway</u>	<u>From</u>	<u>To</u>	<u>Improvement</u> ²	<u>Trips</u> ³	<u>Program Year</u>
SR 7	Okeechobee Blvd.	Belvedere Road	4 Lanes	1,139	37/98
SR 7	Belvedere Road	SR 80	4 Lanes	849	37/98
SR 7	SR 80	Forest Hill Blvd.	4 Lanes	502	37/98
SR 7	Forest Hill Blvd.	Lake Worth Road	4 Lanes	502	37/98
SR 7	Lake Worth Road	Lantana Road	4 Lanes	899	38/99
SR 7	Lantana Road	Boynton Beach Blvd.	4 Lanes	18,587	38/99

PHASE 1 INTERSECTION IMPROVEMENTS

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

PHASE 2 ROADWAY IMPROVEMENTS

<u>Roadway</u>	<u>From</u>	<u>To</u>	<u>Improvement</u> ²	<u>Trips</u> ³	<u>Program Year</u>
Lantana Road	Lyons Road	Hagen Ranch Road	4 Lanes	41,673	97/98 ⁵
Lake Worth Road	South Shore Blvd.	Existing Paved Roadway West of SR 7	Extended as 2/3lanes ¹	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	12/31/98

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	12/31/98

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 ⁴	12/31/2004 ⁸
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 ⁶	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 ⁸	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 ⁸	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 "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 11/12/2002 or Next Business Day)

<u>Roadway</u>	<u>From</u>	<u>To</u>	<u>Minimum Required Cross-Section</u> ¹
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 intersection!!.

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>From¹</u>	<u>To¹</u>	<u>Minimum Required Cross-Section²</u>
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>From¹</u>	<u>To¹</u>	<u>Minimum Required Cross-Section²</u>
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, Dillard's, 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 kiosks), 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 as 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.

8. 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);

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. 1900
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.

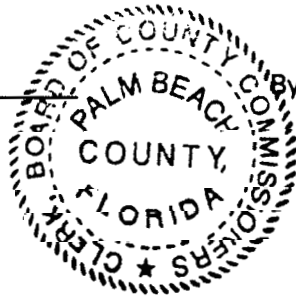
IN WITNESS WHEREOF, this Agreement has been executed on the day and year indicated on page 1 hereof.

COUNTY:

PALM BEACH COUNTY, FLORIDA
BY ITS BOARD OF COUNTY
COMMISSIONERS

ATTEST: Dorothy H. Wilken

By: Joan Havelly
Deputy Clerk



By: [Signature]
Chair

AUG 26 1996

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: [Signature]
Assistant County Attorney

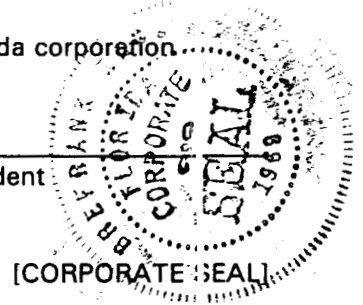
DEVELOPER:

BREFRANK, INC., a Florida corporation

ATTEST:

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

By: [Signature]
Harold Jacobsohn, President



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]

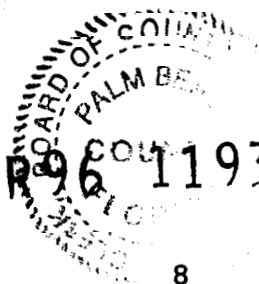
STATE OF FLORIDA, DEPARTMENT OF
COMMUNITY AFFAIRS, an agency of
the State of Florida

WITNESS:

[Signature]
Name:

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

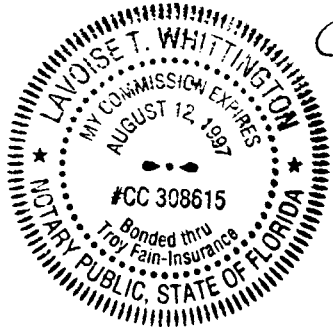
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STATE OF FLORIDA, COUNTY OF PALM BEACH
I, DOROTHY H. WILKEN, ex-officio Clerk of the
Board of County Commissioners certify this to be a
true and correct copy of the original filed in my office
on August 26, 1996
DATED at West Palm Beach, FL on 8/26/96
DOROTHY H. WILKEN, Clerk
By: [Signature] D.C.

STATE OF FLORIDA
COUNTY OF LEON

This instrument was acknowledged before me this 19th day of September, 1996, by
Charles Pattison - Division Director
Division of Resource Planning and Management, Department of Community Affairs, who is
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 13; 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 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 563.51 feet to the West Right-of-Way line of S.R. No. 7; thence S00°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 2510.50 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 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 Record. 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 5367, Page 897.

AND

LESS AND EXCEPT:

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

3. "Gross floor ares" 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 Lener 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 _____