

SECOND AMENDED AND RESTATED

DEVELOPMENT AGREEMENT

BY AND BETWEEN THE CITY OF DANIA BEACH FLORIDA

AND

DANIA ENTERTAINMENT CENTER, LLC

THIS SECOND AMENDED AND RESTATED AGREEMENT (the "Agreement"), is made and entered into as of the 6 day of ~~NOVEMBER~~ 2014, by and between DANIA ENTERTAINMENT CENTER, LLC, a Delaware limited liability company ("DEC") and the CITY OF DANIA BEACH, a Florida municipal corporation ("City").

WITNESSETH:

WHEREAS, The Aragon Group Inc. D/B/A Dania Jai Alai, A Division of The Aragon Group Inc. ("Aragon Group") is the former owner of certain real property located in the City of Dania Beach, Florida, the legal description of which is attached hereto and made a part hereof as **Exhibit "A"** (the "Property"); and

WHEREAS, City and Aragon Group entered into that certain Development Agreement dated November 14, 2006 (the "Initial Development Agreement"); and

WHEREAS, City and Aragon Group entered into that certain Amendment to Development Agreement dated June 14, 2007 (the "1st Amendment"); and

WHEREAS, on August 30, 2011, DEC and City entered into that certain Amended and Restated Development Agreement (the "Amended Agreement") in anticipation of DEC taking title to the Property, and becoming the transferee of the Gaming Licenses (hereinafter defined),

and in consideration of the DEC Capital Improvement Plan submitted by DEC and reviewed by City as part of the Amended Agreement; and

WHEREAS, the effective date of the Amended Agreement was May 24, 2013, the date the City received written notice from DEC that it had obtained fee simple title to the Property as contemplated by Paragraph 15 of the Amended Agreement; and

WHEREAS, the State of Florida, Department of Business and Professional Regulation, Division of Pari-Mutuel Wagering in its letter dated July 26, 2011 attached hereto as **Exhibit "B"**, confirmed that pari-mutuel wagering activity is authorized on any portion of the Property, and this area of approval for pari-mutuel wagering shall hereinafter be referred to as the "Pari-Mutuel Facility"; and

WHEREAS, by Final Order ("Final Order") dated June 13, 2013, effective as of May 16, 2013, attached at **Exhibit "C"**, the State of Florida, Department of Business and Professional Regulation, Division of Pari-Mutuel Wagering approved the transfer of the pari-mutuel permits and licenses (the "Gaming Licenses") relating to the Pari-Mutuel Facility to DEC; and

WHEREAS, pursuant to Paragraph 13 of the Amended Agreement, the City has acknowledged the Assignment of the Initial Development Agreement as a result of its receipt of the Final Order transferring the Gaming Licenses to DEC; and

WHEREAS, the Property includes the pari-mutuel facility known as Dania Jai Alai, which presently consists of a structure which is approximately 225,000 gross square feet in size and is currently the location of live jai alai performances, live poker, simulcast, intertrack wagering, slot machines, other accessory commercial and retail uses, including, but not limited to, food service, live music, sale and consumption of alcoholic beverages, and surface parking areas; and

WHEREAS, the remainder of the Property is undeveloped; and

WHEREAS, DEC as the owner of the Property intends to renovate, expand and redevelop the Property as more particularly described below; and

WHEREAS, pursuant to Article X, Section 23 of the Florida Constitution, slot machines are authorized to be operated on four existing licensed pari-mutuel facilities in Broward County; and

WHEREAS, pursuant to Resolution No. 2005-26, adopted January 18, 2005, the Board of County Commissioners of Broward County, Florida, approved and authorized a county-wide special election to be held on Tuesday, March 8, 2005 ("Special Election") for the purpose of submitting to the qualified electors of Broward County the question of whether to authorize slot machines in existing, licensed, pari-mutuel facilities as provided in Article X, Section 23 of the Florida Constitution ("Referendum"); and

WHEREAS, the Referendum was adopted by a majority of the qualified electorate voting in the Special Election and, therefore, slot machines are authorized to operate on the Property; and

WHEREAS, Broward County entered into an Agreement with DEC's predecessors in title and interest, The Aragon Group, Inc. and Summersport Enterprises, LLLP (collectively, "Aragon") and the owners of each of the other Broward County pari-mutuel facilities regarding operation of slot machines in a pari-mutuel facility, the effective date of which is January 25, 2005, (the "Broward Agreement") which agreement provides, among other things, that it was entered into as a good faith concerted and negotiated effort on the part of County and Aragon to achieve a positive and constructive resolution of significant issues that could negatively impact the development of pari-mutuel facilities, that upon adoption of the Referendum the pari-mutuel facilities may be developed or modified to incorporate slot machines and that the modification or redevelopment of the pari-mutuel facilities to include slot machines will further the public

interests by providing economic stimulation and enabling redevelopment of the facilities and the geographic areas surrounding the facilities; and

WHEREAS, representatives of DEC and City have met on several occasions to review DEC plans for the renovation, construction, and expansion of the Pari-Mutuel Facility to consist of (i) renovation and expansion of the existing building to construct a building of not more than 325,000 square feet (as further defined in the Amended Plat, as hereinafter described in Paragraph 5) within which 2000 slot machines and other authorized wagering activities may be conducted, as well as a Jai Alai Fronton and other public assembly and auditorium uses, (ii) accessory retail and commercial uses, including the sale of alcoholic beverages, (iii) hotel and other accessory uses and amenities, including, but not limited to, meeting rooms, ballrooms, restaurants, bars, and retail stores, (iv) recreational marina with accessory marine related retail and restaurant, and (v) parking facilities for the aforesaid uses (hereinafter referred to as the "DEC Capital Improvements", "DEC Capital Improvement Uses" and "Pari-Mutuel Facility Capital Improvements Commercial Use" (a subset of the "DEC Capital Improvements Uses" consisting of the proposed hotel and other accessory uses and amenities as described above, and recreational marina with accessory marine related retail and restaurant), as depicted on the "DEC Capital Improvement Plan", attached hereto as **Exhibit "D"**; and

WHEREAS, the DEC Capital Improvements may be developed in accordance with **Exhibit "D"** and this Agreement, not to exceed the following uses and intensities: 1) 2,500 seat Gaming casino/Video lottery; 2) 500 seat Jai-Alai; 3) 1300 seat Live Theater/Multi-Purpose Facility; 4) 500 room Hotel; 5) 60 berth (slip) marina; and 6) 45,000 GSF shopping center ("Permitted Uses and Intensities"). The DEC Capital Improvements may be developed in phases, and in accordance with the Permitted Uses and Intensities, as set forth below:

- Phase 1: Jai-Alai and Gaming Facility Renovation and Expansion (“Phases 1.1, 1.2 and 1.3”)
- Phase 2: New Structured Parking Facility, Connecting Building, and New Surface Parking Areas (“Phases 2.1, 2.2, 2.3, and 2.4”)
- Phase 3: Hotel Facilities, Service Area, and Commercial Hotel Facility (“Phases 3.1 and 3.2”)
- Phase 4: Commercial Marina Facility, Commercial Facility and Parking Areas and Facilities (“Phases 4.0, 4.1, 4.2 and 4.3”).

The identification of the above described phases as shown in detail on the DEC Capital Improvement Plan attached as **Exhibit “D”** shall not be interpreted to require the construction of any phase or phases in any particular sequence or order of development, as long as all conditions and requirements pertaining to any phase of development described herein are met. In connection with each phase of development, in whatever sequence or order of development, DEC shall construct, at a minimum, the “Total New Determined Parking”, and, at maximum, the “Total Parking Facility Spaces Provided” or “Total Parking Spaces Provided” for each phase as shown on **Exhibit “D”**; and

WHEREAS, Section 550.155(2)(a) and (b), Florida Statutes (“Chapter 550”), a copy of which is attached as **Exhibit “E”**, provides in pertinent part that a capital improvement proposed by a permit holder licensed under Chapter 550, to a pari-mutuel facility which existed on June 23, 1981, and which (i) does not qualify as a development of regional impact (“DRI”) as defined in Section 380.06, Florida Statutes, and (ii) is contiguous to or within the existing pari-mutuel facility site, which capital improvement requires, pursuant to any municipal ordinance, resolution or regulation, the approval of the municipality wherein the permit holder conducts his business operations, shall receive approval unless the municipality is able to demonstrate that the

proposed capital improvement presents a justifiable and immediate hazard to the health and safety of municipal residents if the proposed capital improvement is constructed; and

WHEREAS, the Pari-Mutuel Facility was in existence on June 23, 1981; and

WHEREAS, on October 4, 2006, the State of Florida, Department of Community Affairs, issued BLIVR-11-2006-005, Final Order No.: DCA-06-BL-253 a binding letter of interpretation of vested rights and determined that the development as then proposed by Aragon was not a DRI; and the DEC Capital Improvements likewise are not subject to DRI review; and

WHEREAS, DEC's current plans for the Property present an opportunity to eliminate the need to relocate the portion of Northeast Second Street (sometimes referred to herein as "Platted Northeast Second Street") dedicated pursuant to the Dania Jai Alai Plat, recorded at Plat Book 177 Page 170 public records of Broward County, Florida (the "Plat") and for Northeast Second Street (sometimes referred to herein as "Rededicated Northeast Second Street") vacated pursuant to City Resolution No. 2007-081 to be rededicated as a thoroughfare for local neighborhood traffic, as depicted on **Exhibit "D"** (the "DEC Capital Improvement Plan"); and

WHEREAS, City desires to limit the impacts of the DEC Capital Improvements and DEC Capital Improvements Uses; and

WHEREAS, City also seeks to assure that the potential future development of adjacent property, including impacts related to the future expansion of the Pari-Mutuel Facility or to future development of the parcel currently owned by the Archdiocese of Miami, and described in **Exhibit "F"** ("the Church Parcel"), are limited; and

WHEREAS, City has reviewed (i) the DEC Capital Improvement Plan provided in **Exhibit "D"** and (ii) the proposed vacation, abandonment and rededication of a portion of Northeast Second Street; and has determined that the construction and operation of the DEC Capital Improvements, as provided for in this Agreement will not present a justifiable and

immediate hazard to the health and safety of the residents of the City of Dania Beach pursuant to Chapter 550; and

WHEREAS, City finds that, if in the future, the Pari-Mutuel Facility includes the Church Parcel, the development of the Church Parcel must comply with the standards and requirements set forth herein; and

WHEREAS, DEC, at its sole cost, shall pay for the construction of the improvements which are described in and depicted on the DEC Capital Improvement Plan; and

WHEREAS, DEC and City desire to enter into this Agreement in order to provide for the process by which the DEC Capital Improvements shall be reviewed and building permits issued for its construction; and

WHEREAS, City possesses all necessary home rule power and authority as a municipal corporation organized and existing under the Constitution and laws of the State of Florida to enter into and enforce this Agreement; and

WHEREAS, in addition, and to the extent not preempted by, or inconsistent with, Section 550.155(2), Florida Statutes, which provides that capital improvements proposed by permit holders under Chapter 550, Florida Statutes, shall receive approval unless the local governmental entity is able to show that the proposed improvement presents a justifiable and immediate hazard to the health and safety of its residents, the parties have voluntarily agreed to substantially comply with all applicable procedural, notice and substantive provisions of Section 163.3220, et seq., Florida Statutes, the "Florida Local Government Development Agreement Act" (the "Act"); and

WHEREAS, the parties have mutually agreed to provide courtesy notices (the "Notices") in substantial compliance with the Act; accordingly, any deficiencies in the form or substance of the Notices shall not cause this Agreement to be void or voidable; and

WHEREAS, although City has determined to voluntarily comply with the Act, as limited and described above, such compliance is deemed to be supplemental to the power and authority it possesses pursuant to the Constitution and laws of the State of Florida; and

WHEREAS, City finds, determines and declares that all prior agreements entered into between the parties or their predecessors in title or interest, as referenced in the foregoing Whereas Clauses, are valid and binding upon the parties in compliance with Florida law and are hereby confirmed and ratified; all actions taken, and obligations performed, by the parties thereto pursuant to such agreements are and were proper and lawful; and

WHEREAS, this Agreement was approved by the City Commission after the holding of two (2) public hearings, one held on September 23, 2014, and the second held on October 14, 2014, with public notice of each such hearing having been given approximately seven (7) days prior to each such hearing.

NOW, THEREFORE, in consideration of the mutual promises and agreements herein contained and other good and valuable consideration, the adequacy of which is agreed upon, DEC and City agree as follows:

1. Incorporation of Whereas Clauses. The Whereas clauses of this Agreement are true and correct and are incorporated into and made a part of this Agreement as specifically as if set forth herein.
2. Findings of Fact. The approval and execution of this Agreement by City shall constitute a finding by City that:
 - a. Notice of intent to consider a development agreement was advertised in South Florida Sun Sentinel on September 15, 2014, which date is seven (7) days before September 23, 2014, which is the date of the first public hearing held by the City Commission and, again, on October 6, 2014, which date is seven (7) days before October 14, 2014, which is

the date of the second public hearing held by the City Commission. In addition, notice of intent to consider a development agreement was mailed to all affected property owners before September 23, 2014, the date of the first public hearing. All of the notices described in this subparagraph included the information prescribed in Section 163.3225(2)(b), Florida Statutes. The City Commission specifically finds that the notices described herein were correct and in substantial compliance with the terms of Section 163.3225(2)(a) and (b), Florida Statutes.

b. The determination of the parties to voluntarily comply with the Act is not, and shall not be interpreted to be, a waiver of the legal position of the parties that such compliance is not necessary or legally required.

c. The City's Comprehensive Plan, as amended, implementing or related to this Agreement is in compliance with Section 163.3161, et seq., Florida Statutes, the "Community Planning Act".

d. The DEC Capital Improvements and all development permitted by, and pursuant to, this Agreement including **Exhibit "D"** are consistent with the City's Comprehensive Plan, as amended, the City's land development regulations, and other provisions of the City's Code to the extent not preempted by, or inconsistent with, the provisions of Section 550.155(2), Florida Statutes.

e. This Agreement, including all exhibits attached hereto, and the Plat, which is expressly incorporated herein, includes an identification of all uses permitted on the Property, including building intensities and height limitations.

f. This Agreement describes public facilities, including roads, utilities, parking facilities, fire protection and life safety facilities to be provided to serve the proposed improvements and the time frames for the provision of such facilities in connection with applicable phases of development.

g. This Agreement provides for the vacation, and rededication/reconveyance of certain roadways servicing the proposed improvements, as well as additional onsite and offsite roadway improvements and enhancements.

h. This Agreement provides an identification of improvements permitted to be constructed, improvements requiring additional City Manager or City Commission approval, and provides for the application for, and issuance of, building permits for the construction of such improvements. Consistent with Florida law, certain limited construction and installation of improvements upon the Property has been approved and permitted by the City. All actions of the parties relating to the issuance of approvals and construction and installation of such improvements are consistent with this Agreement and the DEC Capital Improvement Plan as shown in **Exhibit "D"** and are hereby ratified and confirmed.

i. The construction of the DEC Capital Improvements as contemplated in this Agreement and described, subject to the provisions of this Agreement, in the DEC Capital Improvement Plan in **Exhibit "D"** will not present a justifiable and immediate hazard to the health and safety of the residents of the City of Dania Beach and, therefore, the DEC Capital Improvement Plan shall be processed and approved in accordance with the provisions of Chapter 550 and the terms of this Agreement.

j. The DEC Capital Improvement Uses as contemplated in this Agreement and described, subject to the provisions of this Agreement, in the DEC Capital Improvement Plan in **Exhibit "D"** are consistent with the goals, objectives and policies of City's comprehensive plan.

k. The Permitted Uses and Intensities approved as part of this Agreement are reflected in the Dania Jai-Alai Traffic Impact Report Addendum for the Dania Jai-Alai Expansion, dated August 7, 2014 prepared by Calvin, Giordano & Associates, Inc. ("Dania Jai-

Alai Traffic Impact Report Addendum”) and are as follows: 1) 2,500 seat Gaming casino/Video lottery; 2) 500 seat Jai-Alai; 3) 1300 seat Live Theater/Multi-Purpose Facility; 4) 500 room Hotel; 5) 60 berth (slip) marina; and 6) 45,000 GSF shopping center. The Permitted Uses and Intensities are consistent with, and do not exceed, the use of the Property permitted pursuant to the Amended Plat described in Paragraph 5 hereof.

l. That portion of Northeast Second Street previously vacated by the City as depicted on the DEC Capital Improvement Plan (Sheet A01 of **Exhibit “D”**) will be rededicated/reconveyed to the City, as approved and accepted by the City Commission (subject to the retention of an easement for access and air rights (the “Air Rights Easement”), the form of which shall be approved by the City Attorney) in order to improve traffic circulation and mitigate traffic impacts on the neighboring residential areas. The parties agree that no monetary consideration shall be paid by DEC to City for the Air Rights Easement because the uses constructed or installed within the Air Rights Easement are not revenue producing uses. For the purposes of this subparagraph, revenue producing uses shall include, but not be limited to, hotel, commercial, retail, and gaming uses, but shall not include access roads, bridges, or connectors over or between those portions of the Property bisected by Rededicated Northeast Second Street as shown on the DEC Capital Improvement Plan in **Exhibit “D”**, valet parking uses, or parking garage uses not subject to parking fees or charges, or any combination of the foregoing non revenue producing uses.

m. That portion of Platted Northeast Second Street extending north along the perimeter of Parcel A of the Plat to the east to Northeast Fourth Court as shown on the DEC Capital Improvement Plan in **Exhibit “D”** will be vacated which will serve to improve traffic circulation and mitigate traffic impacts on the neighboring residential areas.

n. The DEC Capital Improvement Plan satisfies the criteria established by Chapter 550. Therefore, (i) the construction of the DEC Capital Improvements in accordance with the DEC Capital Improvement Plan and in accordance with the terms of this Agreement will not present a justifiable and immediate hazard to the health and safety of the residents of the City of Dania Beach and (ii) any contrary provisions contained in the City's ordinances or other regulations of the city notwithstanding, City shall issue building permits to DEC to construct the DEC Capital Improvements pursuant to Paragraph 4 of this Agreement.

3. Approvals Required. The structures, improvements and uses which may be introduced or constructed upon the Property shall be in accordance with the Permitted Uses and Intensities provided in Paragraph 2.k. herein and the Amended Plat, hereinafter defined, and shall be constructed as described, subject to the provisions of this Agreement, in the DEC Capital Improvement Plan attached hereto as **Exhibit "D"**. The parties agree that 1,800 total combined seats, i.e. 500 Jai-Alai seats and 1300 Live Theater/Multi-Purpose Facility seats, as described in Paragraph 2.k. herein are approved for installation on the Property. Of that 1800 seat total, without further approvals, DEC may allocate such seats to either wagering uses ("Wagering Uses") to include live Jai-Alai, live poker, intertrack wagering or slot machines within the 325,000 square feet of Wagering Uses permitted by the Amended Plat (as described in Paragraph 5 herein) or to non-wagering uses ("Non-Wagering Uses") within the 15 acres of pari-mutuel facility capital improvements commercial use to include auditorium or banquet facility uses.

The parties agree that prior to the issuance of any building permit(s) for the development of any portion of the Property lying north of Rededicated Northeast Second Street, the parties will confer in order to determine whether it is appropriate to rezone such portion of the Property to a zoning category or classification which, if the City's zoning code were applicable, would permit the proposed use as contemplated by this Agreement and the DEC Capital Improvement

Plan attached as **Exhibit "D"**. If the parties mutually agree that an application to rezone the property as herein above described is appropriate, DEC will submit such application and the City agrees to process such application according to the then applicable requirements of the City Code. Notwithstanding the foregoing, the provisions of this Agreement shall continue to be applicable and DEC shall be permitted to develop the Property in accordance with this Agreement and the DEC Capital Improvement Plan attached as **Exhibit "D"**.

DEC agrees to apply for and obtain permits for tree removal as provided by the City Code or ordinances of Broward County.

Unless otherwise provided in this Agreement, DEC shall comply with the Conceptual Circulation Plans attached hereto as Sheets A12-15. Permanent physical barriers and channelization devices shall be installed or constructed to restrict ingress and egress movements in order to effectuate the traffic flow to and from the Property consistent with the Conceptual Circulation Plans. To the extent not otherwise provided in the Agreement, any changes or amendments to the on site Conceptual Circulation Plans shall require approval by the City Manager, and upon approval shall be included in an addendum to this Agreement; provided, however, any changes to points of access to and from the Property shall require approval of the City Commission after a public hearing and shall be included in an amendment to this Agreement. Throughout this Agreement, unless otherwise specifically provided, where the City Manager's approval is required, but not granted or issued, approval by the City Commission shall be required.

In the event the State of Florida and Broward County, if required, approves an increase in the number of slot machines presently permitted to be installed, i.e. 2000 slot machines, or authorizes any other wagering activities, then DEC shall be permitted to install such additional slot machines or wagering facilities without further City approvals if both of the following

conditions are met: a) such installation does not require an expansion of the facility in excess of 325,000 square feet; and b) such installation does not result in an increase in the amount, or a change in distribution, of traffic impact as substantiated by DEC in an amendment to the Dania Jai-Alai Traffic Impact Report Addendum.

The following City development orders must be obtained pursuant to the schedule set forth below.

a. City acknowledges that no later than the development included in Phase 1.2 of **Exhibit "D"** (Sheet A01), DEC intends to seek vacation, abandonment and relocation of Platted Northeast Second Street and to rededicate the right of way described as Rededicated Northeast Second Street. DEC shall file the applications ("Applications") for the vacation, abandonment, and relocation of the streets described in this Paragraph 3.a. as required by the City Code, and City shall expedite the review and consideration of the Applications. This Agreement specifically authorizes DEC to file the Applications. The resolutions approving the vacation of Platted Northeast Second Street will provide that: (i) the vacation of Platted Northeast Second Street and DEC's obligation to rededicate the right-of-way described as Rededicated Northeast Second Street as depicted on the DEC Capital Improvement Plan in **Exhibit "D"** is subject to approval of the vacation of Platted Northeast Second Street by Broward County to the extent approval by Broward County is required by law and (ii) the deed from DEC to the City rededicating the right of way described as Rededicated Northeast Second Street as depicted on the DEC Capital Improvement Plan in **Exhibit "D"** will include a reservation in favor of DEC as grantor of the requisite access and air rights, subject to the provisions of Paragraph 2.l. herein, for DEC to construct a parking structure or other grade separated access over Rededicated Northeast Second Street.

b. Building permits for the development depicted in **Exhibit "D"**.

c. Notwithstanding the foregoing, prior to the issuance of the building permit for the Phase 4.2 (commercial facility in the marina area) capital improvements as depicted in **Exhibit "D"**, DEC will present the proposed elevations, renderings, landscape plans and onsite circulation plans for such development to the City Commission for approval after a public hearing in accordance with the standards set forth in Chapter 550 and this Agreement. Such approval shall be included in an amendment to this Agreement.

d. To the extent not preempted by, or inconsistent with, the provisions of Section 550.155(2), Florida Statutes, the failure of this Agreement to address a particular permit, condition, term, or restriction shall not relieve DEC of the necessity of complying with the law governing applicable permitting requirements, conditions, terms or restrictions.

4. Issuance of Building Permits. City shall approve the application for building permits and issue the building permits for the capital improvements depicted in **Exhibit "D"**, in accordance with the provisions of this Agreement and the following conditions:

a. The final construction plans shall be prepared by a registered professional engineer and a licensed architect and shall be sealed by an engineer and architect both licensed in the State of Florida ("DEC Capital Improvement Construction Plan"). The DEC Capital Improvement Construction Plan which is submitted shall comply with the DEC Capital Improvement Plan and the City's water, sewer and fire safety requirements. The fire safety requirements include those set forth on **Exhibit "G"** attached hereto.

In addition, the landscape material to be installed by DEC shall meet the standards and criteria set forth on **Exhibit "D"**, at Sheets A16 - A20. Landscaping for all phases of development shall meet or exceed the requirements of the City Code as to quality and specifications of landscape materials; provided, however, perimeter landscaping along the south and west property lines as shown on Sheets A16 through 20 on **Exhibit "D"** shall meet the City

Code utilizing large palms which shall be counted toward the City's tree requirements where planting space allows. The palms shall be in character with the Dania Beach Community Redevelopment Agency plantings along U.S. 1 and the historic Dania Jai Alai's tropical look.

The landscaping on all other portions of the Property shall meet the City Code only where the locations of the trees are not in conflict with the proposed phases of development as shown on the DEC Capital Improvement Plan attached as **Exhibit "D"**. Landscaping for each phase of development shall meet or exceed the requirements of the City Code as to quantity, except that vehicular use, including, but not limited to, surface parking areas, and retention areas depicted for each phase of development as shown on the DEC Capital Improvement Plan attached as **Exhibit "D"** shall not be included in the square footage area calculations when determining quantity requirements for each such phase. Where proposed phases of development are shown on Exhibit "D", palm trees which meet the quality and specifications of the City Code may be utilized. The total palm tree count may exceed the twenty (20%) per cent maximum limitation provided in the City Code.

b. The DEC Capital Improvement Construction Plan shall be delivered to City for review and determination of compliance with the Florida Building Code and Administrative Chapter One, as applicable to Broward County.

c. DEC intends to submit the DEC Capital Improvement Construction Plans in a series of construction permit plan sets (the "DEC Construction Plan Permit Sets"). City shall review and process, in an expeditious manner, each set of DEC Construction Plan Permit Sets in accordance with the provisions and time requirements of the Florida Building Code and Administrative Chapter One, as applicable to Broward County.

d. If each of the DEC Construction Plan Permit Sets complies with the Florida Building Code and Administrative Chapter One, as applicable to Broward County, the

provisions of this Agreement, including all exhibits hereto, and the City's water, sewer, drainage, and fire safety requirements, the City shall issue building permits for the DEC Capital Improvements.

e. If any of the DEC Construction Plan Permit Sets does not comply with the Florida Building Code, or Administrative Chapter One, as applicable to Broward County, or with the DEC Capital Improvement Plan, or with the City's water, sewer, drainage, and fire safety requirements, then City shall notify DEC in writing as to the reasons why such plans do not comply. If the City provides such notice, DEC shall provide written notice to City not later than thirty (30) days after its receipt of City notice that it will (i) as to issues related to the Florida Building Code and Administrative Chapter One, as applicable to Broward County, either revise the DEC Construction Plan Permit Sets in accordance with the City notice or apply for the applicable review of City's decision, and (ii) as to issues which are not related to the Florida Building Code and Administrative Chapter One, as applicable to Broward County, either revise such DEC Construction Plan Permit Set(s) in accordance with the City notice or submit the dispute to resolution as provided for in Paragraph 12 of this Agreement.

f. DEC agrees that no buildings will be constructed within the buffer area of 75' adjacent to Northeast Third Avenue and 50' adjacent to Rededicated Northeast Second Street identified on Sheets A03 and A04 of **Exhibit "D"**.

g. Prior to the issuance of any building permit, DEC shall pay a permit fee to City in the amount established for a permit that cannot be classified under the City's Schedule of Permit Fees for Construction. DEC shall pay applicable fees and charges related to the issuance of building permits as required by this Agreement, to the extent not inconsistent with the provisions of Section 550.155(2), Florida Statutes.

h. Phase 1.2 includes various parking, landscape, and specialized pavement to Fronton Blvd. (the "Fronton Blvd. Improvements" depicted on Exhibit D"). DEC will dedicate any additional lands needed to establish any new right of way to construct Fronton Blvd. as depicted on Sheets A01-04 of Exhibit "D". The Fronton Blvd. Improvements depicted on Exhibit "D" shall be constructed in accordance with applicable engineering standards and will be completed prior to the issuance of the last final certificate of occupancy for Phase 1.2; provided, however, the on-street parking on Fronton Blvd. adjacent to Frost Park (the "Frost Park Parking") will be completed prior to the issuance of the first final certificate of occupancy for the development included in Phase 1.2 (Sheets A01-04, Exhibit "D"); however, in the event the completion of the Frost Park Parking is delayed by matters beyond DEC's control, then the completion of the Frost Park Parking shall occur prior to the issuance of the last final certificate of occupancy for Phase 1.2. The sixty (60) temporary parking spaces, to be provided to the public pursuant to Paragraph 9.c. herein, shall continue to be available to the public until completion of the Frost Park Parking. Prior to the City's acceptance of the Fronton Blvd. Improvements, City and DEC will enter into an appropriate maintenance agreement, in a form as approved by the City Attorney, to provide for on-going maintenance by DEC of the Fronton Blvd. Improvements. Notwithstanding the foregoing, City has agreed to obtain the necessary approvals from Broward County for the proposed crosswalks within the Fronton Blvd. Improvements. DEC will provide the necessary plans for such approval to the City and the City will submit such plans to Broward County and seek approval as expeditiously as possible. In the event the proposed crosswalks are approved and subject to standards required by Broward County, DEC agrees to design, install and construct enhanced paving treatments in the approved crosswalks as shown on Sheet A23 of Exhibit "D". In the event the City is unable to obtain

Broward County approval for these crosswalks within 90 days of submitting said plans to the County, DEC's obligation to construct the Fronton Blvd. Improvements will be as follows:

(i) the existing 90 degree parking on Fronton Blvd. adjacent to Frost Park will remain as is and DEC will have no further responsibility with respect to said parking; provided, however, DEC agrees to restripe and repave the existing parking area described in this subparagraph; and

(ii) DEC will submit a redesign for Fronton Blvd. which eliminates the proposed angled parking and provides the drive lanes and site access as depicted on Sheet A01.

i. DEC agrees that the signage on the Property shall be of the size, location, and character as depicted on the DEC Capital Improvement Plan at Sheet A10 as follows: one (1) double sided (type "A") sign with a maximum size of 40' in height and 24' in width, located on East Dania Beach Boulevard, near its intersection with Fronton Blvd; one (1) double sided (type "B") sign with a maximum size of 30' in height and 18' in width, located on East Dania Beach Boulevard east of the main entrance to the Jai-Alai facility; four (4) entrance signs (type "C") with a maximum size of 6' in height and 6' in width; and one (1) single sided (type "E") sign with a maximum size of 20' in height and 12' in width located on Fronton Blvd. Notwithstanding the foregoing, upon the commencement of demolition work in connection with Phase 1.1 hereof, and prior to the installation of sign type "A" as described above, DEC shall be permitted to install a temporary pole sign type "D" with a maximum of height of 30.5' that includes V-mounted sign faces with a maximum size of 10.5' in height and 20.5' in width and as further described on Sheet A10 of **Exhibit "D"** at the northeast corner of the intersection of East Dania Beach Boulevard and Fronton Blvd ("Temporary Sign"). Upon the earlier to occur of either the installation by DEC of a permanent sign type "A" as described on Sheet A10 of

Exhibit "D" or the issuance of the final permanent certificate of occupancy for Phase 1.2, the Temporary Sign shall be removed.

Sign illumination for signs and site lighting on the Property shall not exceed five-tenths of a (0.5) horizontal foot-candle measured at grade level of residential use adjacent to the Property; this limitation on illumination shall not be applicable to those signs and site lighting illuminating directly onto East Dania Beach Blvd., provided such illumination shall otherwise comply with applicable state law, including, but not limited to, Chapter 479, Florida Statutes. Additionally, no signage located within the Property shall display advertising for any commercial establishment, merchandise, service or entertainment which is not sold, produced or furnished on the Property nor shall display advertising for any commercial establishment or entertainment on the Property which involves nudity. No signage shall incorporate technology which allows the emission of smoke, odor, lasers or sounds. Photometric plans will be submitted in connection with the appropriate DEC Construction Plan Permit Sets. Any LED signs will have automatic shutoff in the event of malfunction.

j. Prior to the issuance of a certificate of occupancy for Phase 1.2, DEC shall cause the installation of a perimeter fence along the boundaries of those portions of the Property north of Rededicated Northeast Second Street (the "North Property Area") with a minimum height of six (6) feet and entirely comprised of black vinyl coated material, subject to approval by Broward County Environmental Protection Division, if required. In addition, in connection with the environmental permitting of Phase 4.1, DEC will use its reasonable best efforts to have removal of all existing concrete slabs and related structures located within the North Property Area as part of the first phase of redevelopment of this portion of the Property.

k. Phase 4.1 comprises a 256 stall surface parking facility to provide parking for the commercial marina facility (Phase 4.3) and the commercial facility in the marina area

(Phase 4.2) ("Commercial Marina Parking") and Phase 4.0 comprises a 340 stall surface parking facility ("Temporary and Special Events Parking") both as depicted in the DEC Capital Improvement Plan attached hereto as Exhibit "D". DEC may construct and operate the Commercial Marina Parking or the Temporary and Special Events Parking, or both, without grade separated access at any time subject to the following conditions: (1) the Commercial Marina Parking shall provide parking for only Phase 4.2 or Phase 4.3, or both; (2) the Temporary and Special Events Parking shall be used only for temporary parking related to construction of the project and for the holding of special events and shall at all times during its use be controlled by on site security personnel in order to prohibit vehicular access to and from those portions of Rededicated Northeast Second Street lying west of the Property's westerly property line and east of the Property's easterly property line; provided, however, such temporary parking shall not be used for the parking of construction vehicles, materials or equipment (unless approved by the City Manager), nor shall it be used by employees or patrons when no special event is being held; (3) during such times as no security personnel are on site, all access across Rededicated Northeast Second Street, eastbound or westbound, shall be prohibited by locked gates; and (4) there must be a physical separation between the Commercial Marina Parking and the Temporary and Special Events Parking such that vehicular access between the two parking areas is prevented.

Grade separated access across Rededicated Northeast Second Street to or from either the Commercial Marina Parking or Temporary and Special Events Parking, or both, shall be required in the event any of the foregoing conditions are not or cannot be met.

Prior to the issuance of building permits for either Phase 4.0 or 4.1 as shown on **Exhibit "D"** at Sheet A04, and Phase 4.3 (commercial marina facility) capital improvements as depicted on **Exhibit "D"** at Sheet A04, DEC will submit a parking management and operations plan for

each such phase, as applicable, to the City Manager for approval. Any revisions to the parking management and operations plan for Phase 4.3 which alters onsite circulation or landscaping shall be included in an addendum to this Agreement.

l. At the time of the issuance of the first building permit for Phase 3.1 (hotel facilities), DEC agrees to contribute the amount of Fifty Thousand (\$50,000.00) Dollars to the City's park improvement fund or account to be utilized for improvements or enhancements to Frost Park.

m. DEC agrees to contribute the amount of Fifteen Thousand (\$15,000.00) Dollars toward improvements to the median on Dania Beach Boulevard across from the Property to be paid by DEC at such time as the City enters into a construction contract for the improvements. City agrees to install appropriate signage as mutually agreed acknowledging DEC's contribution to and sponsorship of such median improvements.

n. In order to enhance the appearance of public utility facilities, DEC agrees to "wrap in art" all public utility cabinets, as permitted by the applicable public agencies, along the frontage of East Dania Beach Boulevard adjacent to the Property.

o. DEC agrees to install a bus shelter in the location shown on the DEC Capital Improvement Plan attached as Exhibit "D", the design of which will be compatible with the renovated Jai-Alai and Gaming Facility or with the design standards adopted by the Dania Beach Community Redevelopment Agency for the East Dania Beach Boulevard area, as determined by and in the discretion of DEC.

5. Plat Note Amendment. On August 21, 2012, Broward County approved a request to amend the note on the Plat of the Property to read in part as follows: "Parcel A, B, and C of this plat are restricted to 325,000 square feet of gaming facility which includes a casino, a Jai-Alai fronton and accessory commercial use within a single building and 15 acres of pari-

mutuel facility capital improvements commercial use". The agreement containing the amendment to the note was recorded on July 18, 2013. The Plat as amended by the agreement referred to in the preceding sentence comprises the Amended Plat. The City hereby confirms that development of any or all phases of the DEC Capital Improvement Plan as attached as **Exhibit "D"** does not require an allocation of use from the Dania Beach Regional Activity Center ("RAC"), consistent with the determination made by the Executive Director of the Broward County Planning Council dated August 16, 2011, attached hereto as **Exhibit "H"**.

6. Future Improvement of Church Parcel. The Property is bordered on the northeast by the "Church Parcel". In order to limit the impact of such expansion, DEC agrees any future development which it may undertake on the Church Parcel will be subject to the following: (i) an amendment to this Agreement shall be approved by the City Commission after a public hearing; (ii) minimum neighborhood buffer areas adjacent to Rededicated Northeast Second Street shall be 50' and along Northeast Fifth Avenue shall be 75'; and, (iii) the only access to the public right-of-way from the Church Parcel will be provided through the North Property Area to Rededicated Northeast Second Street as depicted on **Exhibit "D"**, unless additional access to Rededicated Northeast Second Street is approved by the City Commission as part of the plan approval process for Phase 4.2. Such modification will be made in connection with approval of the Phase 4.2 plans as provided in Paragraph 3.c.i herein.

7. Construction Vehicle Management Plan. DEC and all contractors and subcontractors shall comply with the following requirements during construction of the DEC Capital Improvements:

a. Construction vehicles shall be permitted to access (ingress and egress) the Property via East Dania Beach Blvd., Fronton Blvd. from East Dania Beach Blvd., and, for construction north of Northeast Second Street, across Rededicated Northeast Second Street only.

Other than as provided in this Paragraph 7.a., no construction traffic shall be permitted on streets to the west of the Property.

b. DEC, and all contractors and subcontractors, shall take commercially reasonable precautions to protect, and shall not damage property adjacent to the Property, and shall be entirely responsible and liable for all damage or injury as a result of its operations to all adjacent public and private property. In the event that construction vehicle movement is determined to have resulted in damage to East Dania Beach Blvd., Fronton Blvd., Rededicated Northeast Second Street or Federal Highway, DEC shall complete repair of such damage to FDOT standards within sixty (60) days of notification of such damage by City. A License for Use of City Right-Of-Way and bond shall be provided as described in Paragraph 9.h.herein.

c. The parties shall mutually agree upon a plan for staging of construction vehicles, materials and equipment during construction of the project.

8. Operational Conditions.

a. DEC agrees that all activities located within the Pool Deck depicted on the DEC Capital Improvement Plan (**Exhibit "D"**) shall comply with the applicable noise ordinances of the City.

b. DEC agrees that all development within the Property shall comply with all applicable state and federal regulations.

c. DEC agrees to provide a shuttle service which shall offer transport to and from Port Everglades and the Fort Lauderdale-Hollywood International Airport, which shall become operational no later than sixty (60) days following the issuance of a final certificate of occupancy for the development included in Phase 3.1. In addition, the DEC Construction Plans Permit Sets will include identification of a location where the City shuttle service can pick-up/drop-off passengers within the Property.

d. DEC agrees that during all special events (defined herein to include, but not be limited to, concerts and other live performances, but not including Jai Alai play) held on the Property, anticipated to involve 1,000 or more attendees, DEC shall implement a City-approved Traffic and Emergency Management Plan to minimize traffic impacts to surrounding residential neighborhoods, which shall include the provision of a minimum of one (1) off-duty police officer per 250 attendees, plus one (1) supervising officer should more than six (6) officers be required for a particular special event and an emergency medical services unit, unless additional emergency medical service is already being provided pursuant to Paragraph 11 herein. The City-approved Traffic and Emergency Management Plan shall be reviewed and approved annually by the City Manager or designee, and amended as necessary.

e. DEC agrees that its operations may be subject to applicable City business tax receipt regulations as have been, or may be, adopted by the City as part of the City's business tax receipt schedule included in the City's Code of Ordinances; provided, however, any such business tax receipt applicable to the Pari-mutuel Facility shall not exceed \$262.50 per year for the facility and \$52.50 per year per day of Jai-Alai play.

Based upon the annual period extending October 1 through September 30, DEC agrees to additionally pay \$52.50 per year per slot machine installed in the Pari-mutuel Facility ("Annual Slot Machine Payment"); and provided further, the aforesaid rates for the facility and the slot machines will not be increased unless and until Gross Slot Revenues (as such term in defined in the Broward Agreement) from said slot machines reach Two Hundred Fifty Million Dollars (\$250,000,000.00) on an annual basis, at which point and thereafter, any such increase will be governed by Section 205.0535, Florida Statutes. The parties acknowledge that DEC, as a matter of contract, has agreed to pay the Annual Slot Machine Payment to the City. The parties further acknowledge that during construction of Phases 1.1 and 1.2. pari-mutuel wagering

activities within the Pari-mutuel Facility will be temporarily suspended, including, but not limited to, the operation of approximately 550 slot machines. However, DEC agrees to pay the City an amount equal to the Annual Slot Machine Payment on a prorated basis for each month during which slot machines have been in operation whether prior to or subsequent to the effective date of this Agreement.

f. As to Phase 4.3 (commercial marina facility), there shall be no fuel or repair facilities or services permitted or performed on the site.

9. DEC Additional Commitments. In connection with development of the DEC Capital Improvements, DEC further agrees as follows:

a. DEC will hold a "Job Fair" for Dania Beach residents before beginning general hiring for each phase of the development.

b. Subject to the approval of FDOT or Broward County, or both, as applicable, DEC will install, at its sole cost and expense, directional signage at the locations listed on **Exhibit "I"** attached hereto.

c. During construction of the Frost Park Parking Spaces on Fronton Blvd. in connection with the Fronton Blvd. Improvements, DEC and City will enter into a Temporary Use Agreement to permit public parking in not less than sixty (60) existing parking spaces in the northwest corner of the Property south of Rededicated Northeast Second Street during such construction.

d. Within 3 years of receipt of the last final certificate of occupancy for Phase 1.3, DEC will submit a parking study to the City evaluating whether the parking provided for the then existing development is sufficient to meet the needs of such development. Parking will be deemed sufficient if the parking study reveals that, over a period of one (1) month within the peak season in south Florida for tourism (December-April), average utilization of the parking

on a peak hour peak day of operation (peak hour peak day to be determined by DEC during the course of its operations) is less than 90%. In the event the parking study reveals, or if at any time DEC determines in its sole discretion, that additional at grade or structured parking is needed, DEC will submit proposed revisions to the Capital Improvement Plan in **Exhibit "D"** for approval by the City Commission after a public hearing to be included in an amendment to this Agreement. Such structured parking may include a parking structure with a maximum height of 5 stories, to be constructed within the air rights reserved by DEC as provided in paragraph 3.a. above.

e. i. The parties shall mutually agree upon a plan for water distribution and wastewater disposal facilities to be constructed or installed to serve the existing and future requirements of the development phases shown on the DEC Capital Improvement Plan attached as **Exhibit "D"**; provided, however, at such time as the parties agree upon the sizing of the water main to be constructed or improved within Rededicated Northeast Second Street, DEC shall construct or install, or pay for the construction or installation by the City, of a water main not to exceed two (2) additional inches in excess of the size of the water main required to serve all phases of the development contemplated by this Agreement. In no event shall the total size of the water main required pursuant to this Agreement exceed twelve (12) inches in diameter. Additionally, DEC shall make improvements, as agreed to between the parties, to the existing gravity wastewater transmission and disposal system, and shall not be required to install a lift station or stations, in connection with the development and construction of Phases 1 and 2 as shown on the DEC Capital Improvement Plan attached as **Exhibit "D"**.

ii. In the event the City has an agreement for re-use water of sufficient capacity to serve Phases 1.1 and 1.2 and funding for installation of the necessary transmission lines to bring such re-use water to the Property prior to DEC obtaining a permit for

its onsite irrigation system, DEC will install "gray lines" as part of its irrigation system for Phases 1.1 and 1.2.

f. Prior to the issuance of the last final certificate of occupancy for Phase 1.2, DEC will install sidewalks in those portions of the public right of way adjacent to the Property where no sidewalk has been installed and where the sidewalk does not meet current ADA minimum requirements. The City will install new sidewalks in those portions of the public right of way between Gulfstream Blvd. and the eastern edge of the Property where no sidewalk has been installed and where the sidewalk does not meet current ADA minimum requirements, and DEC will reimburse the City in an amount equal to the cost to the City of installing these sidewalks, but in no event will DEC's payment to the City for this sidewalk improvement exceed \$50,000.

g. DEC agrees that the following uses will be prohibited upon the Property:

- i. Regulated Uses related to adult entertainment establishments, as defined in Section 115-60(A) and specifically listed in Section 115-60(A)(12)(a) through (j), inclusive, of the Code of Ordinances of the City of Dania Beach; and
- ii. Pawn shops, as defined in Section 725-30 of the Code of Ordinances of the City of Dania Beach.

h. Prior to the issuance of a building permit for each phase of the development depicted in **Exhibit "D"**, DEC, or its contractor, shall be required to obtain a License for Use of City Right-Of-Way By DEC Construction Vehicles. Prior to the approval of such license, DEC, or its contractor, shall provide a bond in an amount not to exceed \$200,000.00, in a form approved by the City Attorney, which shall provide security for the cost to repair any damage caused to East Dania Beach Boulevard, Fronton Blvd., and Rededicated

Northeast Second Street by construction vehicles serving the development of the DEC Capital Improvements. Provided, however, such License and bond shall include, but not be limited to, provisions for the City to provide evidence to DEC that any damage for which repair is sought or an effort to have payment under the bond made was created by construction vehicles serving the development of the DEC Capital Improvements and, since multiple phases of the development may occur at the same time, only one such bond will be required at any given time during the construction of the DEC Capital Improvements.

i. DEC shall obtain City administrative approval of temporary uses held outside of an enclosed building in accordance with the requirements of Article 675 of the City Land Development Code, as amended from time to time, except that DEC shall not be required to obtain City Commission approval of these uses, and DEC shall not be required to follow Article 675 for the temporary uses listed in Subsection 675-20(E)(1), (2) and (3).

10. DEC and City Cooperation in Evaluation and Mitigation of Unforeseen Traffic Impacts. DEC and City hereby acknowledge that, although the parties have agreed that the Dania Jai-Alai Traffic Impact Report Addendum reflecting that the impacts of the DEC Capital Improvements do not present a justifiable and immediate hazard to the health and safety of municipal residents, the parties further agree that given the unique nature of the DEC Capital Improvement Uses, it is advisable to evaluate traffic impacts once Phases 1.1, 1.2 and 1.3 have been operating for a period of time. Therefore, DEC and City hereby agree that, within ninety (90) days of the third (3rd) anniversary of the date of issuance of the last final certificate of occupancy for Phase 1.3, DEC and City will select a traffic consultant, mutually acceptable to the parties, to undertake an update of the Dania Jai-Alai Traffic Impact Report Addendum in order to determine if alternative traffic management measures should be implemented (hereinafter referred to as the "Traffic Impact Update"). Such alternative traffic management

measures will include, but not limited to: intersection improvements, traffic signalization re-timing, offsite traffic calming improvements, or traffic circulation within the Property. The Traffic Impact Update will take into account the impacts of development other than the DEC Capital Improvements which has occurred in the traffic impact area, with a view toward clearly distinguishing the impacts of such other development from those of the DEC Capital Improvements. Any alternative traffic management measures recommended in the Traffic Impact Update will be submitted to the City Commission for review and approval. DEC's participation in the Traffic Impact Update is in no way to be interpreted to in any way preclude DEC's development of the DEC Capital Improvements, or as creating an obligation on DEC to contribute any money to the cost of implementing any alternative traffic management measures, except for the following obligations: (i) DEC will pay for 50% of the cost of preparing the Traffic Impact Update and (ii) if the alternative traffic management measures include modifications to traffic circulation within the Property, and such modifications are acceptable to DEC, DEC will be responsible for the costs of such onsite traffic circulation modifications; (iii) in the event the City Commission approves alternative traffic management measures as part of its review and approval of the Traffic Impact Update and programs those improvements (including eminent domain costs, if any) for a particular fiscal year, DEC will contribute its proportionate share based on trips ("DEC's Traffic Contribution") to the City upon such traffic management measure being let for contract; provided further, DEC's Traffic Contribution will be reduced by 10% of the total amount paid to City pursuant to Section 4.1.5 of the Broward Agreement in the three consecutive fiscal years prior to the one in which the alternative traffic management measure is programmed for construction.

11. Evaluation of Emergency Medical Services Impacts. DEC and City hereby acknowledge that, given the unique nature of the DEC Capital Improvement Uses and the

associated need for emergency medical services at peak times, it is advisable to provide for emergency medical services impacts. Therefore, DEC and City hereby agree that whenever at least three (3) calls for emergency medical services are generated during a particular eight (8) hour period in any four (4) consecutive weeks ("Peak Incident Event"), then DEC will contract with Dania Beach BSO Fire Rescue at DEC's expense to provide emergency medical services coverage during that eight (8) hour period each week thereafter until no Peak Incident Event has occurred for 2 consecutive months. Provided, however, in the event DEC contracts with Dania Beach BSO Fire Rescue on its own initiative, without a Peak Incident Event having occurred, then any emergency medical services so provided do not contribute to the creation of a Peak Incident Event.

12. Dispute Resolution.

Any dispute, controversy or claim between DEC and City arising-out of this Amended Agreement or a breach thereof shall be submitted to non-binding mediation prior to litigation. The mediator's fees shall be paid equally by the parties. Any of the above proceedings shall be brought in Broward County and shall be conducted pursuant to Florida Statutes relating to mediation. Either party may call for mediation on any dispute, controversy or claim arising under this Agreement. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue of any action, whether state or federal, shall be in Broward County Circuit Court or the Federal District Court, Southern District of Florida.

13. Term of Agreement; Termination. This Agreement shall have a duration of thirty (30) years and may be extended by mutual consent of City and DEC, subject to public hearings in accordance with Section 163.3225, Florida Statutes. This Agreement may be further amended or canceled by mutual consent of the parties or successors in interest.

14. Miscellaneous.

A. Entire Agreement. This Agreement sets forth all of the promises, covenants, agreements, conditions and understandings between the parties hereto, and supersedes all prior and contemporaneous agreements, understandings, inducements or conditions, express or implied, oral or written.

B. Pronouns. All pronouns and any variances thereof shall be deemed to refer to the masculine, feminine and neuter, singular or plural, as the identity of the party or parties, personal representatives, successors or assigns may require.

C. Severability. The invalidity of any provision hereof shall in no way affect or invalidate the remainder of this Agreement.

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

E. Headings. The headings contained in this Agreement are inserted for convenience only and shall not affect, in any way, the meaning or interpretation of the Agreement.

F. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Florida, and any proceeding arising between the parties in any manner pertaining to this Agreement shall, to the extent permitted by law, be held in Broward County, Florida.

G. Joint Preparation. City and DEC agree that they have sought and received whatever competent advice of counsel necessary for them to form a full and complete understanding of all rights and obligations herein and the preparation of this Agreement has been

a joint effort. The language agreed to expresses their mutual intent and the resulting document shall not be construed more strictly against one of the parties than the other.

H. Succession and Assignment. This Agreement and interest herein shall be binding upon and shall inure to the benefit of any and all successors, assigns, heirs, legal representatives and personal representatives of any party hereto. Notwithstanding, DEC shall not assign this Agreement without the written consent of the City Commission, which consent shall not be unreasonably withheld and which consent shall be granted and deemed to have been given if the State of Florida, Department of Business and Professional Regulation, authorizes the transfer of the Pari-Mutuel Facility's permit to conduct pari-mutuel wagering and DEC shall provide written notice to City within five (5) days of such a transfer.

15. Recording and Effectiveness of Agreement. This Agreement shall be recorded with the Clerk of the Circuit Court for Broward County (or appropriate official responsible for recordation) among the public records of Broward County within fourteen (14) days of the date of its execution and shall become effective upon such recordation.

16. Notice. All notices, requests, consents and other communication required or permitted under this Agreement shall be in writing and shall be (as selected by the person giving such notice) hand-delivered by messenger or courier service, sent by facsimile, or mailed (airmail if international) by registered or certified mail (postage prepaid), return receipt requested, addresses to:

As to City:

Mr. Robert Baldwin
City Manager
City of Dania Beach
100 W. Dania Beach Boulevard
Dania Beach, Florida 33004

with a copy to:

Thomas J. Ansbro, Esq.
City Attorney
100 W. Dania Beach Boulevard
Dania Beach, Florida 33004

As to Dania Entertainment Center

Mr. Louis Birdman
Dania Entertainment Center, LLC
425 N. Federal Highway
Hallandale, Florida 33009

Mr. Damian Pando
Vice President of Operations
301 East Dania Beach Boulevard
Dania Beach, FL 33009

with copy to:

Susan F. Delegal, Esq.
Billing, Cochran, Lyles Mauro & Ramsey, P.A.
SunTrust Tower, Sixth Floor
515 E. Las Olas Blvd.
Fort Lauderdale, FL 33301

17. Resolution of conflicts. In the event of a conflict between the provisions of this Agreement and Exhibits A through I attached hereto, the provisions of the Exhibits A through I shall prevail.

18. Periodic Review of Agreement. In accordance with the provisions of Section 163.3225, Florida Statutes, City shall review the implementation of this Agreement on the Property at least once every twelve (12) months after the date of its effectiveness in order to determine good faith compliance with the terms of this Agreement.

IN WITNESS WHEREOF, City and DEC have caused this Agreement to be executed

and delivered on the day and year first written above.

WITNESS:

CITY OF DANIA BEACH, a Florida
municipal corporation

Korrie Stilson

By: [Signature]

LOUISE STILSON
[Witness type or print name]

Walter B. Duke, III, Mayor
6 day of NOVEMBER, 2014

Tom Schneider

Tom Schneider
[Witness type or print name]

Tom Schneider

By: Colin Donnelly - Acting City Manager
Robert Baldwin, City Manager
30 day of OCTOBER, 2014

Tom Schneider
[Witness type or print name]

Colin Donnelly
Assistant City Manager

Korrie Stilson

LOUISE STILSON, CITY CLERK
[Witness type or print name]

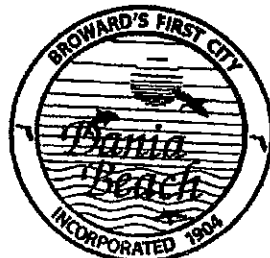
Approved as to form and legality by

Office of the City Attorney

By: [Signature]

Thomas J. Ansbros, Esq.
30 day of October, 2014

(CITY SEAL)



STATE OF FLORIDA)
COUNTY OF BROWARD) SS.

The foregoing instrument was acknowledged before me this 6 day of NOVEMBER 2014, by WALTER B. DUKE, III, Mayor of the City of Dania Beach, a Florida municipal corporation. He is personally known to me and did not take an oath.



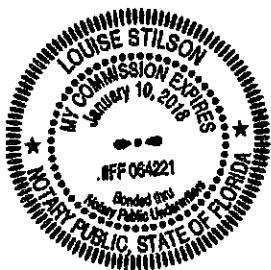
Louise Stilson

Notary Public, State of Florida
(Signature of Notary)
My Commission Expires:

LOUISE STILSON
Name of Notary Typed, Printed or Stamped

STATE OF FLORIDA)
COUNTY OF BROWARD) SS.

The foregoing instrument was acknowledged before me this 30 day of OCTOBER, 2014, by ~~ROBERT BALDWIN~~ ^{ASSISTANT} ~~COLUM DONNELLY~~, City Manager of the City of Dania Beach, a Florida municipal corporation. He is personally known to me and did not take an oath.



Louise Stilson

Notary Public, State of Florida
(Signature of Notary)

My Commission Expires: 1-10-18

LOUISE STILSON
Name of Notary Typed, Printed or Stamped

WITNESS:

DANIA ENTERTAINMENT CENTER, LLC,
a Florida limited liability company

MARIO RODRIGUEZ
[Witness type or print name]

By: [Signature]
Name: Ricardo O. Benedicto


DAMIAN RANOO
[Witness type or print name]

Its: Manager
30th day of October, 2014

STATE OF FLORIDA)
COUNTY OF BROWARD) SS.

The foregoing instrument was acknowledged before me this 30th day of October, 2014, by Ricardo O. Benedicto, as Manager of Dania Entertainment Center, LLC, a Florida limited liability company. He is personally known to me and did not take an oath.

[Signature]
Notary Public, State of Florida
(Signature of Notary)

My Commission Expires:
 CLINTON E. MORRIS, JR.
MY COMMISSION # FF 152657
EXPIRES: September 15, 2018
Bonded Thru Budget Notary Services

Name of Notary Typed, Printed or Stamped

EXHIBIT "A"

**LAND DESCRIPTION
DANIA JAI ALAI PLAT BOUNDARY
CITY OF DANIA BEACH, BROWARD COUNTY, FLORIDA**

All of Dania Jai Alai Plat, according to the plat thereof as recorded in Plat Book 177, Page 170 of the Public Records of Broward County, Florida; formerly known as:

Portions of the East one-half (E½) of the Northwest one-quarter (NW ¼), of the Northeast one-quarter (NE ¼), of the Southeast one-quarter (SE ¼) and of the East one-half (E½) of the Southwest one-quarter (SW ¼), of the Northeast one-quarter (NE ¼), of the Southeast one-quarter (SE ¼) and of the Northeast one-quarter (NE ¼), of the Northeast one-quarter (NE ¼), of the Southeast one-quarter (SE ¼) and of the Southeast one-quarter (SE ¼), of the Northeast one-quarter (NE ¼), of the Southeast one-quarter (SE ¼), all in Section 34, Township 50 South, Range 42 East, City of Dania Beach, Broward County, Florida; TOGETHER WITH portions of Block 8, HARBOR LAWNS, according to the plat thereof as recorded in Plat Book 12, Page 43 of the Public Records of Broward County, Florida; TOGETHER WITH portions of Blocks 1, 2, 3, 4, 5, 6 and 7, AMENDED PLAT OF HARBOR LAWNS, according to the plat thereof, as recorded in Plat Book 14, Page 46 of the Public Records of Broward County, Florida; TOGETHER WITH all of CAYDEN'S CORNER, according to the plat thereof as recorded in Plat Book 176, Pages 36 and 37 of the Public Records of Broward County, Florida; AND TOGETHER WITH portions of Northeast 5th Avenue as vacated pursuant to Resolution No. 2007-011, City of Dania Beach, recorded in Official Record Book 43503, Page 948, as conveyed by the Quit Claim Deed from the City of Dania Beach to the Aragon Group, Inc., recorded June 5, 2007 in Official Record Book 44139, Page 1644, all of the Public Records of Broward County, Florida; ALSO TOGETHER WITH portions of Northeast 2nd Street and Fronton Boulevard as vacated pursuant to Resolution No. 2007-081, City of Dania Beach, recorded in Official Record Book 44126, page 1208, as conveyed by the Quit Claim Deed from the City of Dania Beach, Florida, to the Aragon Group, Inc., recorded June 1, 2007, in Official Records Book 44126, page 1211, all of the Public Records of Broward County, Florida; all the above being more particularly described as follows:

BEGINNING at the Northerly most Southwest corner of said CAYDEN'S CORNER;

THENCE North 01°45'47" West on the West line of said CAYDEN'S CORNER and the West line of a parcel of land described in Warranty Deed recorded in Official Records Book 9909, Page 23 of the Public Records of Broward County, Florida, a distance of 1,110.05 feet to a point on the arc of a non tangent curve to the left, of which the radius point lies North 60°28'34" West;

THENCE continuing on said West line of a parcel of land described in Warranty Deed 9909, Page 23, Northwesterly along the arc of said curve, having a radius of 35.00 feet, through a central angle of 121°26'02", an arc distance of 74.18 feet to a point of non tangency;

THENCE North $01^{\circ}45'47''$ West continuing on said West line of a parcel of land described in Warranty Deed recorded in Official Records Book 9909, Page 23, a distance of 7.78 feet to the Northwest corner of said parcel of land;

THENCE North $88^{\circ}59'11''$ East on the North line of said parcel of land described in Warranty Deed recorded in Official Records Book 9909, Page 23, a distance of 863.82 feet to the intersection with the West right-of-way line of Northeast 4th Court as described in Official Records Book 3757, Page 285 of the Public Records of Broward County, Florida;

THENCE South $01^{\circ}32'28''$ East on said West line of Northeast 4th Court, a distance of 1191.10 feet to the intersection with a non-tangent curve concave to the Northwest, whose radius point bears $N01^{\circ}33'11''W$;

THENCE Northeasterly on the arc of said curve, having a radius of 25.00 feet, through a central angle of $89^{\circ}59'17''$ and an arc distance of 39.26 feet to a point of cusp;

THENCE South $01^{\circ}32'28''$ East, a distance of 85.10 feet to the intersection with the South right-of-way line of said Northeast 2nd Street;

THENCE North $88^{\circ}41'36''$ East on said South right-of-way line of Northeast 2nd Street, a distance of 135.13 feet to the Northwest corner of a parcel of land conveyed to the City of Dania Beach, as described in Official Records Book 3769, Page 482 of the Public Records of Broward County, Florida;

THENCE South $01^{\circ}20'48''$ East on the West line of said parcel conveyed to the City of Dania Beach, a distance of 5.00 feet;

THENCE North $88^{\circ}41'36''$ East on the South line of said parcel conveyed to the City of Dania Beach, a distance of 339.73 feet to the intersection with the East line of said Section 34;

THENCE South $01^{\circ}16'09''$ East on said East line of Section 34, a distance of 1165.87 feet to the intersection with the North right-of-way line of Dania Beach Boulevard (State Road A-1-A) as shown on Florida Department of Transportation Right-of-Way Map, Section 86030-2506, Sheet 2 of 4;

THENCE South $87^{\circ}45'08''$ West on said North right-of-way line, a distance of 964.56 feet to the intersection with the East right-of-way line of Fronton Boulevard, as described in said Deed Book 808, Page 51, of the Public Records of Broward County, Florida;

THENCE North $01^{\circ}30'00''$ West, on said East right-of-way line of Fronton Boulevard, a distance of 1166.80 feet;

THENCE South $88^{\circ}41'36''$ West, a distance of 100.00 feet to the intersection with the West right-of-way line of said Fronton Boulevard as shown on DANIA COUNTRY CLUB ESTATES, according to the plat thereof as recorded in Plat Book 32, Page 23 of the Public Records of Broward County, Florida and the beginning of a non-tangent curve concave to the Southwest, whose radius point bears South $88^{\circ}30'00''$ West;

THENCE Northwesterly on the arc of said curve, having a radius of 25.00 feet, through a central angle of $42^{\circ}26'19''$ and an arc distance of 18.52 feet to a point of non tangency;

THENCE North $01^{\circ}45'47''$ West, a distance of 63.06 feet to a point on the North right-of-way line of Northeast 2nd Street as described in Official Records Book 3757, Page 285 of the Public Records of Broward County, Florida;

THENCE South $88^{\circ}41'36''$ West on said North right-of-way line of Northeast 2nd Street and the South line of said CAYDEN'S CORNER, a distance of 228.22 feet to the beginning of tangent curve to the right;

THENCE Northwesterly on the arc of said curve having a radius of 25.00 feet and a central angle of $89^{\circ}32'37''$ an arc distance of 39.07 feet to the POINT OF BEGINNING.

Said lands lying in the City of Dania Beach, Broward County, Florida and containing 2,198,111 square feet (50.462 acres), more or less.

EXHIBIT "B"

Florida Department of
**Business &
Professional
Regulation**

Division of Pari-Mutuel Wagering
Milton Champion, Director
Office of the Director
1640 North Monroe Street
Tallahassee, Florida 32399-1035
Phone: 850.488.6130 • Fax: 850.488-6580

Ken Lawson, Secretary

Rick Scott, Governor

July 26, 2011

Mr. Gary A. Korn, Esq.
20801 Biscayne Boulevard, Suite 501
Aventura, Florida 33180

Re: Certified Copy and Permitted Property Use

Dear Mr. Korn:

I hereby certify that the attached Legal Description for Parcels A, B and C, Dania Jai Alai Plat, is a true and accurate copy of records on file with the Division of Pari-Mutuel Wagering.

Pursuant to Chapter 560, Florida Statutes, pari-mutuel wagering activity is authorized on any portion of the permitted property attached hereto

Sincerely,



Ernest J. Barnes
Investigator



ERNEST J. BARNES, JR.
MY COMMISSION # DO NOT
EXPIRE: June 14, 2013
Good! The Budget History Database

/jb

Real Property

Legal Description:

Parcels A, B and C. DANIA JAL-ALAI FLAT, as recorded in Plat Book 177, page 170, of the Public Records of Broward County, Florida.

FORMERLY KNOWN AS:

PARCEL 1:

The East 1/2 of the Northwest 1/4 of the Northeast 1/4 of the Southeast 1/4;
the West 1/2 of the Northeast 1/4 of the Northeast 1/4 of the Southeast 1/4;
the East 1/2 of the Southwest 1/4 of the Northeast 1/4 of the Southeast 1/4;
and the West 1/2 of the Southeast 1/4 of the Northeast 1/4 of the Southeast 1/4;
the East 1/2 of the Southeast 1/4 of the Northeast 1/4 of the Southeast 1/4;
the East 1/2 of the Northeast 1/4 of the Northeast 1/4 of the Southeast 1/4;

All in Section 34, Township 50 South, Range 42 East lying in Broward County, Florida, LESS the East 35 feet, and LESS the North 35 feet thereof, AND LESS the West 50 feet; LESS the road right-of-way over and across the East 1/2 of the Southwest 1/4 of the Northeast 1/4 of the Southeast 1/4; and the West 1/2 of the Southeast 1/4 of the Northeast 1/4 of the Southeast 1/4; lying on a strip of land 78.86 wide in the West end, and 82.73 feet wide on the East end of the South side of the above referenced property;

All being more particularly described as follows:

BEGON at a nail marking the intersection of the northerly right-of-way of Dania Beach Boulevard with the easterly right-of-way line of Fronton Boulevard (100 foot right-of-way per Deed Book 808, page 51 of the Public Records of Broward County, Florida); thence North 01°57'11" West along said easterly right-of-way line of Fronton Boulevard a distance of 1186.22 feet to a nail marking the intersection of said easterly right-of-way line with the southerly right-of-way line of Northeast 2nd Street (55 foot right-of-way); thence North 88°12'29" East along said southerly right-of-way line a distance of 937.19 feet to the intersection of said right-of-way line with the west line of the East 35 feet of said E 1/2 of the NE 1/4 of the NE 1/4 of the SE 1/4 and the East 1/2 of the SE 1/4 of the NE 1/4 of the SE 1/4; thence South 01°34'33" East along said west line a distance of 1174.56 feet to a nail marking the intersection of said line with the northerly right-of-way line of Dania Beach Boulevard; thence South 87°18'16" West along said northerly right-of-way line a distance of 929.35 feet to the Point of Beginning.

TOGETHER WITH the East 35 feet of the Northeast 1/4 of the Northeast 1/4 of the Southeast 1/4 of Section 34, Township 50 South, Range 42 East, AND the East 35 feet of the Southeast 1/4 of the Northeast 1/4 of the Southeast 1/4 of Section 34, Township 50 South, Range 42 East, lying in Broward County, Florida, as vacated pursuant to the City of Dania Resolution No. 2007-011

recorded in Official Record Book 43503, Page 948, of the Public Records of Broward County, Florida.

PARCEL 2:

This parcel of land lying and being in Broward County, Florida to wit:

Commencing at the Southwest corner of Block 5 of the Amended Plat of Harbor Lomas No. 1 as recorded in Plat Book 14, page 46, of the public records of Broward County, Florida, run $N06^{\circ}10'10''W$, parallel with the West boundary of said Block 5 a distance of 5 feet; thence $S89^{\circ}46'30''E$ parallel to the South boundary of said Block 5 a distance of 230 feet to a Point of Beginning; thence, $N06^{\circ}10'10''W$ 387 feet; thence, $S89^{\circ}46'30''E$ 630.64 feet; thence, $S00^{\circ}00'22''W$ 361.89 feet to a point of curvature; thence on a curve to the right having a central angle of $90^{\circ}13'08''$ and a radius of 25 feet, an arc distance of 39.37 feet; thence, $N89^{\circ}46'30''W$ parallel with the South boundary of said Block 5, a distance of 664.37 feet to the Point of Beginning and:

Commencing at the Southwest corner of Block 5 of the Amended Plat of Harbor Lomas No. 1 as recorded in Plat Book 14, page 46, of the public records of Broward County, Florida, run $S89^{\circ}46'30''E$ parallel with the South boundary of said Block 5 a distance of 5 feet; thence, $N06^{\circ}10'10''W$ parallel to the West boundary of said Block 5, 392 feet to a Point of Beginning; thence, continue $N06^{\circ}10'10''W$ 748.71 feet to a point on a non-tangent curve whose center bears $N59^{\circ}10'45''W$; thence, on a curve to the left, having a radius of 35 feet, an arc distance of 73.92 feet; thence, $N06^{\circ}10'10''W$ 7.78 feet thence, $S89^{\circ}25'12''E$ 888.15 feet; thence, $S0^{\circ}00'22''W$ 803.19 feet; thence $N89^{\circ}46'30''W$ 855.54 feet to the Point of Beginning.

PARCEL 3:

All of CA'YDEN'S CORNER, according to the Plat thereof recorded in Plat Book 176, pages 36 and 37, of the Public Records of Broward County, Florida.

EXHIBIT "C"

STATE OF FLORIDA
DEPARTMENT OF BUSINESS & PROFESSIONAL REGULATION
DIVISION OF PARI-MUTUEL WAGERING

FILED	
Department of Business and Professional Regulation Deputy Agency Clerk	
CLERK	Brandon Nichols
Date	6/18/2013
File #	2013-03875

IN RE: APPLICATION FOR APPROVAL OF
TRANSFER OF PARI-MUTUEL PERMITS,
PERMIT NUMBERS 274 AND 281 TO DANIA
ENTERTAINMENT CENTER, LLC.

DBPR CASE Nos. 2013009455
2013009456

FINAL ORDER APPROVING TRANSFER OF PERMITS

Pursuant to the provisions of Chapter 550, Florida Statutes, and the rules promulgated thereunder, The State of Florida, Department of Business and Professional Regulation, Division of Pari-Mutuel Wagering ("Division") is responsible for the investigation and prior approval of the transfer of any permit for Pari-Mutuel Wagering; and

On March 7, 2013, Dania Entertainment Center, LLC ("DEC"), a company authorized to transact business in the State of Florida, submitted an application ("Application"), requesting that the Division conditionally approve the transfer of both permits located and the underlying licenses operated at Dania Jai Alai. Specifically, permit number 274 held by The Aragon Group ("Aragon") for the conduct of pari-mutuel wagering on jai alai and permit number 281, held by Summersport Enterprises, LLO ("Summersport") for the conduct of pari-mutuel wagering on summer jai alai.

Included in the application was an Asset Purchase Agreement ("Agreement") in which DEC will, upon closing, receive both permits and the underlying licenses issued by the Division pursuant to Chapter 550, Florida Statutes, and Section 849.086, Florida Statutes, which are held by Aragon and Summersport. DEC would then become the sole owner of all permits and licenses operated at Dania Jai Alai.

On May 16, 2013, the Division issued a conditional order approving the transfer and providing that upon closing DEC shall file a notification within 15 days of the closing with the division verifying the transfer of the permits as outlined in the Agreement. The conditional approval also provided that upon receipt of such notification the division would issue a Final Order of Approval *nunc pro tunc* to the date of the Conditional Approval acknowledging the transfer.

DEC has provided written notification of the closing in compliance with the requirement of the conditional approval.

NOW, THEREFORE, be it known that:

Pursuant to the requirements of Section 560.054, Florida Statutes, the Division hereby approves the transfer of both permits 274 and 281 and the underlying licenses issued by the Division to DEC as specifically outlined in the Agreement. This Final Order is issued *nunc pro tunc* to the date of the Conditional Approval.

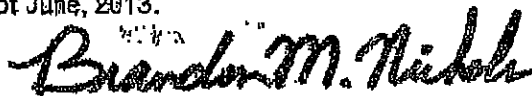
DONE AND ORDERED this 13th day of June, 2013, in Tallahassee, Florida.



LEON M. BIEGALSKI
DIRECTOR
DIVISION OF PARI-MUTUEL WAGERING
Northwood Centre
1940 North Monroe Street, Suite 50
Tallahassee, Florida 32399-1035
(850) 488-9130

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that true and correct copies of the foregoing Order of Approval have been furnished by U.S. Mail to Dania Entertainment Center, LLC, LLC, c/o Riley Davis, 106 E. College Avenue, Ste. 1200 (32301) Post Office Box 1877 32302-1877 and to The Aragon Group and Summersport Enterprises, LLC, c/o John M. Lockwood, 200 West College Avenue, Suite 307, Tallahassee, Florida 32301, this 13th day of June, 2013.



Agency Clerk's Office
Department of Business and
Professional Regulation

COPIES FURNISHED TO:

Office of Operations
Licensing Section
Investigations Section
Office of Auditing
Joseph M. Helton, Chief Attorney

EXHIBIT "D"
"Attached Seperately"

DANIA ENTERTAINMENT CENTER

CAPITAL IMPROVEMENT PLAN

PHASES: 1.1, 1.2, 1.3, 2.1, 2.2, 2.3, 2.4

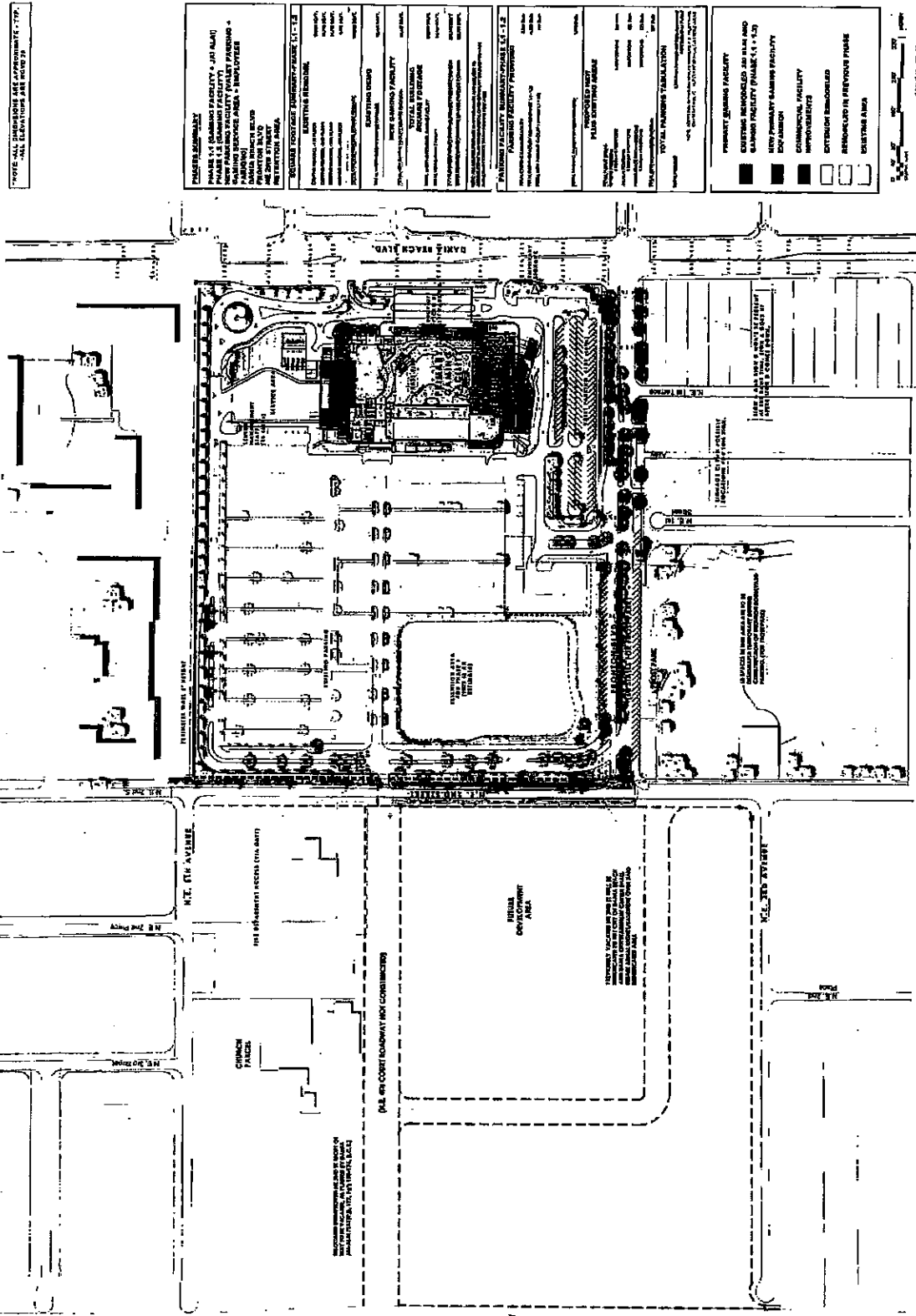
3.1, 3.2, 4.0, 4.1, 4.2, 4.3

SUBMITTAL DATE: AUGUST 12, 2014
SUBMITTED TO: CITY OF DANIA BEACH, FL
SUBMITTED BY: DANIA ENTERTAINMENT CENTER, LLC.

Dania Entertainment Center, LLC

DATE: 08/12/2014

ARCHITECTURE
F3.



*NOTE: ALL DIMENSIONS ARE APPROXIMATE. CITY ELEVATIONS ARE SHOWN IN FEET.

PROPOSED FACILITY PHASE 1 - 6 GAMING FACILITY - (340,000 SF) PHASE 2 - 20,000 SF RESTAURANT / BAR / LOBBY PHASE 3 - 20,000 SF RESTAURANT / BAR / LOBBY PHASE 4 - 20,000 SF RESTAURANT / BAR / LOBBY PHASE 5 - 20,000 SF RESTAURANT / BAR / LOBBY PHASE 6 - 20,000 SF RESTAURANT / BAR / LOBBY TOTAL PHASES 1-6: 420,000 SF	EXISTING FACILITY PHASE 1 - 6 GAMING FACILITY - (340,000 SF) PHASE 2 - 20,000 SF RESTAURANT / BAR / LOBBY PHASE 3 - 20,000 SF RESTAURANT / BAR / LOBBY PHASE 4 - 20,000 SF RESTAURANT / BAR / LOBBY PHASE 5 - 20,000 SF RESTAURANT / BAR / LOBBY PHASE 6 - 20,000 SF RESTAURANT / BAR / LOBBY TOTAL PHASES 1-6: 420,000 SF	TOTAL PROJECT VOLUMES TOTAL PHASES 1-6: 420,000 SF TOTAL PROJECT VOLUMES: 420,000 SF	PROPOSED FACILITY (PHASE 1-6) PHASE 1 - 6 GAMING FACILITY - (340,000 SF) PHASE 2 - 20,000 SF RESTAURANT / BAR / LOBBY PHASE 3 - 20,000 SF RESTAURANT / BAR / LOBBY PHASE 4 - 20,000 SF RESTAURANT / BAR / LOBBY PHASE 5 - 20,000 SF RESTAURANT / BAR / LOBBY PHASE 6 - 20,000 SF RESTAURANT / BAR / LOBBY TOTAL PHASES 1-6: 420,000 SF	TOTAL PHASING VOLUMES TOTAL PHASES 1-6: 420,000 SF TOTAL PHASING VOLUMES: 420,000 SF	PROPOSED FACILITY (PHASE 1-6) PHASE 1 - 6 GAMING FACILITY - (340,000 SF) PHASE 2 - 20,000 SF RESTAURANT / BAR / LOBBY PHASE 3 - 20,000 SF RESTAURANT / BAR / LOBBY PHASE 4 - 20,000 SF RESTAURANT / BAR / LOBBY PHASE 5 - 20,000 SF RESTAURANT / BAR / LOBBY PHASE 6 - 20,000 SF RESTAURANT / BAR / LOBBY TOTAL PHASES 1-6: 420,000 SF	PROPOSED FACILITY (PHASE 1-6) PHASE 1 - 6 GAMING FACILITY - (340,000 SF) PHASE 2 - 20,000 SF RESTAURANT / BAR / LOBBY PHASE 3 - 20,000 SF RESTAURANT / BAR / LOBBY PHASE 4 - 20,000 SF RESTAURANT / BAR / LOBBY PHASE 5 - 20,000 SF RESTAURANT / BAR / LOBBY PHASE 6 - 20,000 SF RESTAURANT / BAR / LOBBY TOTAL PHASES 1-6: 420,000 SF	PROPOSED FACILITY (PHASE 1-6) PHASE 1 - 6 GAMING FACILITY - (340,000 SF) PHASE 2 - 20,000 SF RESTAURANT / BAR / LOBBY PHASE 3 - 20,000 SF RESTAURANT / BAR / LOBBY PHASE 4 - 20,000 SF RESTAURANT / BAR / LOBBY PHASE 5 - 20,000 SF RESTAURANT / BAR / LOBBY PHASE 6 - 20,000 SF RESTAURANT / BAR / LOBBY TOTAL PHASES 1-6: 420,000 SF
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PROPOSED FACILITY
PHASE 1 - 6 GAMING FACILITY - (340,000 SF)
PHASE 2 - 20,000 SF RESTAURANT / BAR / LOBBY
PHASE 3 - 20,000 SF RESTAURANT / BAR / LOBBY
PHASE 4 - 20,000 SF RESTAURANT / BAR / LOBBY
PHASE 5 - 20,000 SF RESTAURANT / BAR / LOBBY
PHASE 6 - 20,000 SF RESTAURANT / BAR / LOBBY
TOTAL PHASES 1-6: 420,000 SF

PROPOSED FACILITY (PHASE 1-6)
PHASE 1 - 6 GAMING FACILITY - (340,000 SF)
PHASE 2 - 20,000 SF RESTAURANT / BAR / LOBBY
PHASE 3 - 20,000 SF RESTAURANT / BAR / LOBBY
PHASE 4 - 20,000 SF RESTAURANT / BAR / LOBBY
PHASE 5 - 20,000 SF RESTAURANT / BAR / LOBBY
PHASE 6 - 20,000 SF RESTAURANT / BAR / LOBBY
TOTAL PHASES 1-6: 420,000 SF

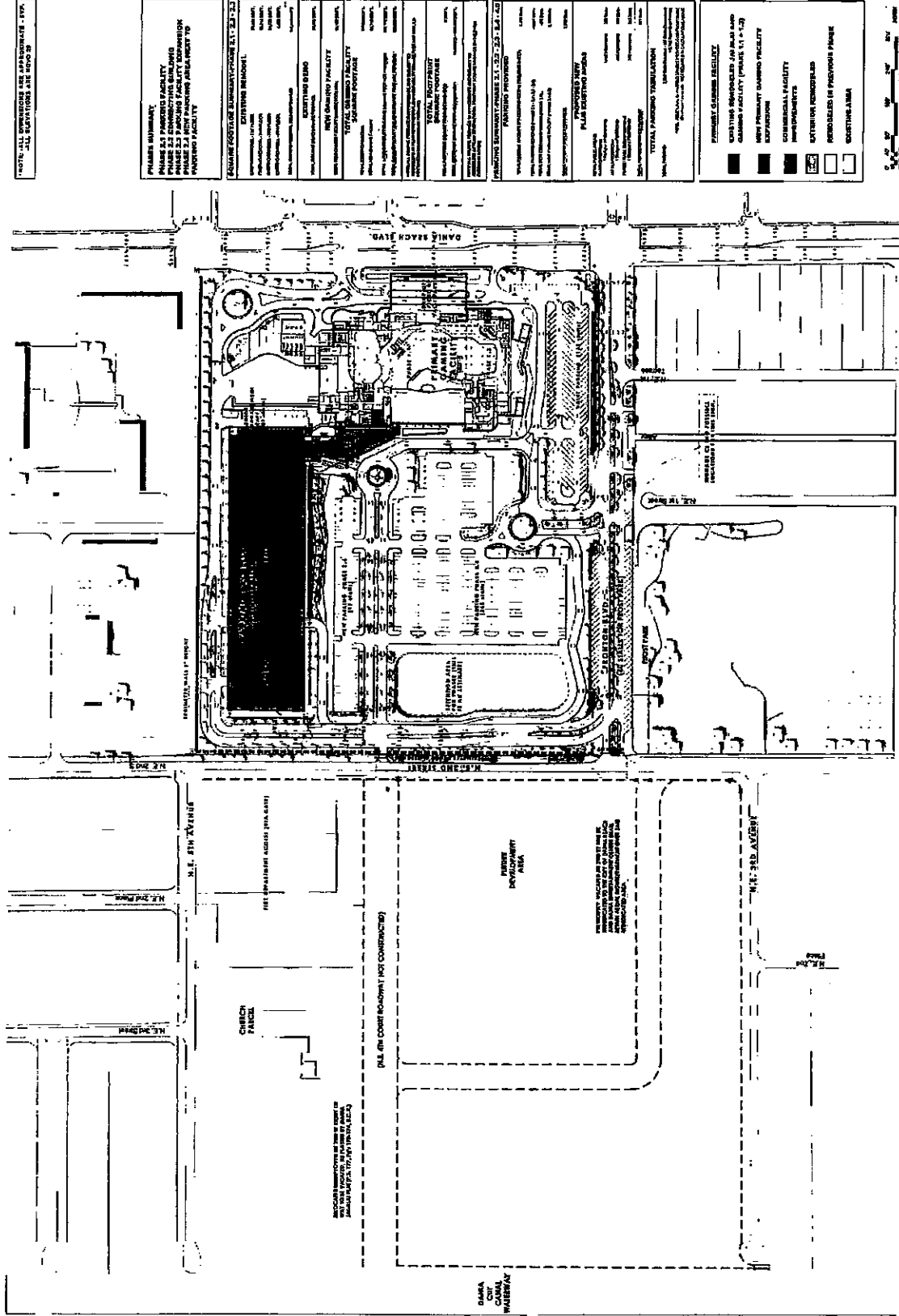
PROPOSED FACILITY (PHASE 1-6)
PHASE 1 - 6 GAMING FACILITY - (340,000 SF)
PHASE 2 - 20,000 SF RESTAURANT / BAR / LOBBY
PHASE 3 - 20,000 SF RESTAURANT / BAR / LOBBY
PHASE 4 - 20,000 SF RESTAURANT / BAR / LOBBY
PHASE 5 - 20,000 SF RESTAURANT / BAR / LOBBY
PHASE 6 - 20,000 SF RESTAURANT / BAR / LOBBY
TOTAL PHASES 1-6: 420,000 SF

SITE PLAN - PHASE 1.1 - 1.2

Dania Entertainment Center, LLC

ARCHITECTURE F3

CIP/A01



NOTE: ALL DIMENSIONS ARE APPROXIMATE - 1/8" = 1' - 0" UNLESS OTHERWISE NOTED

PHASE SUMMARY	PHASE 2.1 PARKING FACILITY	PHASE 2.2 PARKING FACILITY EXPANSION	PHASE 2.3 PARKING FACILITY EXPANSION	TOTAL PARKING FACILITY TO BE CONSTRUCTED
EXISTING PARKING FACILITY	100	100	100	300
PHASE 2.1 PARKING FACILITY	100	0	0	100
PHASE 2.2 PARKING FACILITY EXPANSION	0	100	0	100
PHASE 2.3 PARKING FACILITY EXPANSION	0	0	100	100
TOTAL PARKING FACILITY TO BE CONSTRUCTED	100	100	100	300

DATE: 08/14/2013
SCALE: 1/8" = 1' - 0"

CIP/A02

ARCHITECTURE
F3

Dania Entertainment Center, LLC
DATE: 08/14/2013

SITE PLAN - PHASE 2.1 - 2.2 - 2.3

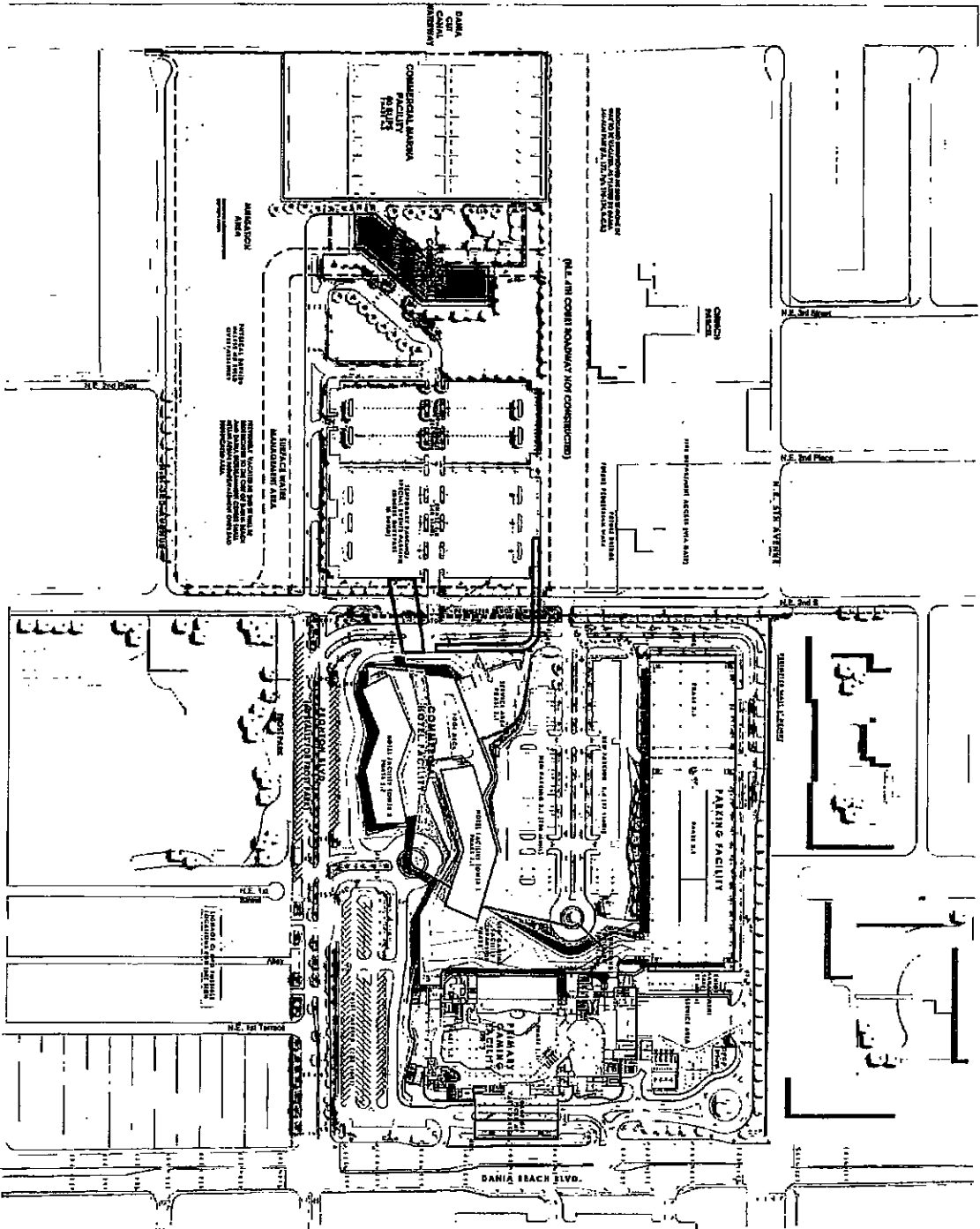
SITE PLAN - PHASE 4.1 - 4.2 - 4.3

Dania Entertainment Center, LLC

ARCHITECTURE

F3

CIP/A04



PROPOSED BUILDING	PROPOSED SQUARE FOOTAGE	PROPOSED USE	PROPOSED PERCENTAGE OF TOTAL DEVELOPMENT
PHASE 4.1 PARKING FACILITY	1,200,000	PARKING	15.0%
PHASE 4.2 COMMERCIAL FACILITY	1,200,000	OFFICE/RETAIL	15.0%
PHASE 4.3 ENTERTAINMENT FACILITY	1,200,000	GAMING/RESTAURANT	15.0%
TOTAL PROPOSED DEVELOPMENT	3,600,000		45.0%
EXISTING DEVELOPMENT	4,400,000		55.0%
TOTAL DEVELOPMENT	8,000,000		100.0%

PROPOSED USE	PROPOSED SQUARE FOOTAGE	PROPOSED PERCENTAGE OF TOTAL DEVELOPMENT
OFFICE/RETAIL	1,200,000	15.0%
GAMING/RESTAURANT	1,200,000	15.0%
PARKING	1,200,000	15.0%
LANDSCAPING	1,200,000	15.0%
UTILITIES	1,200,000	15.0%
ROADWAY	1,200,000	15.0%
TOTAL PROPOSED DEVELOPMENT	3,600,000	45.0%

PROPOSED USE	PROPOSED SQUARE FOOTAGE	PROPOSED PERCENTAGE OF TOTAL DEVELOPMENT
OFFICE/RETAIL	1,200,000	15.0%
GAMING/RESTAURANT	1,200,000	15.0%
PARKING	1,200,000	15.0%
LANDSCAPING	1,200,000	15.0%
UTILITIES	1,200,000	15.0%
ROADWAY	1,200,000	15.0%
TOTAL PROPOSED DEVELOPMENT	3,600,000	45.0%

*REFER ALL DIMENSIONS AND DIMENSIONS TO THIS PLAN. ALL DIMENSIONS ARE IN FEET UNLESS OTHERWISE NOTED.



VIEW TOWARDS NORTHWEST



VIEW TOWARDS NORTHEAST



VIEW TOWARDS SOUTHWEST



VIEW TOWARDS SOUTHEAST

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ARCHITECTURE
F3

CIP/A05

Dania Entertainment Center, LLC
daniaent.com

3D RENDERING - CIP/A01 (PHASE 1.1 - 1.2)



VIEW TOWARDS NORTHWEST



VIEW TOWARDS NORTHEAST



VIEW TOWARDS SOUTHWEST



VIEW TOWARDS SOUTHEAST

DATE: 11/11/2011 10:00 AM
PROJECT: DANIA ENTERTAINMENT CENTER
DRAWING: 3D RENDERING - CIP/A06

ARCHITECTURE
F3.
TECHNICAL

Dania Entertainment Center, LLC
MEMPHIS, TN

3D RENDERING - CIP/A02 (PHASE 2.1 - PHASE 2.2 - PHASE 2.3 - PHASE 2.4)

CIP/A06



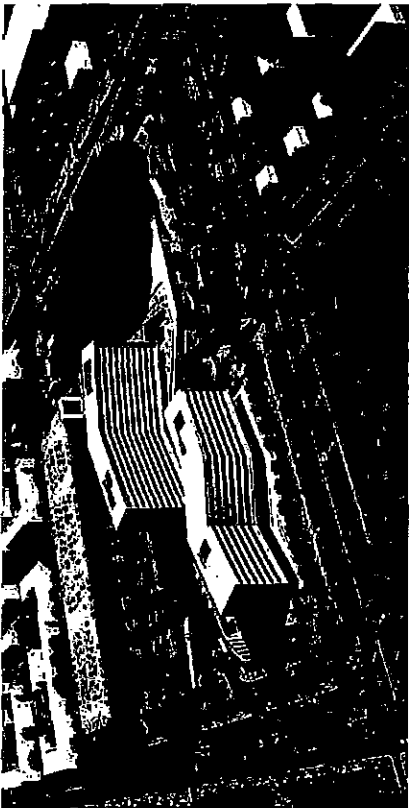
VIEW TOWARDS NORTHWEST



VIEW TOWARDS NORTHEAST



VIEW TOWARDS SOUTHWEST



VIEW TOWARDS SOUTHEAST

ARCHITECTURE F3

ARCHITECTURE F3

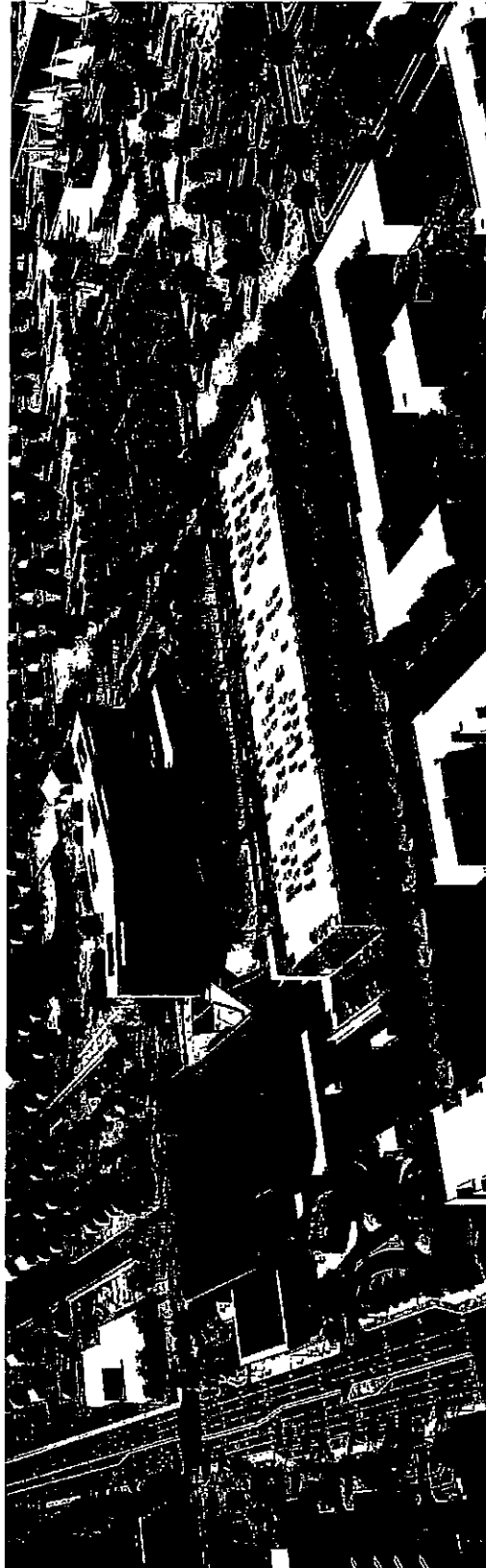
Dania Entertainment Center, LLC

3D RENDERING - CIP/A03 (PHASE 1.3 - 3.1 - 3.2) - 4.0

CIP/A07



VIEW TOWARDS NORTHEAST



VIEW TOWARDS NORTHWEST

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ARCHITECTURE
F3.
TECHNICAL

Dania Entertainment Center, LLC
PHASE 4.1 - 4.2 - 4.3

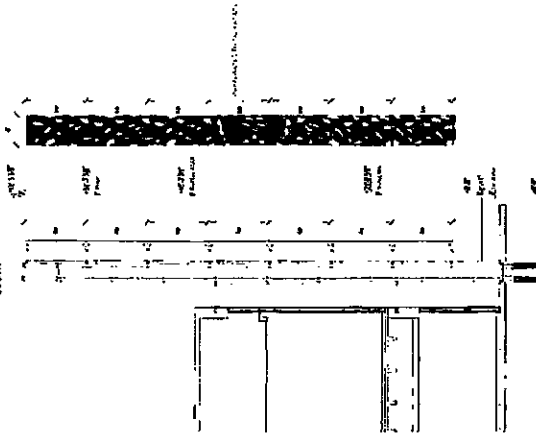
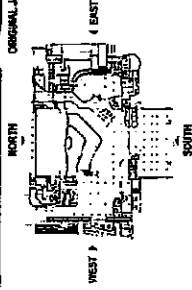
CIP/A08

3D RENDERING - CIP/A04 (PHASE 4.1 - 4.2 - 4.3)

NOTE: ALL DIMENSIONS AND APPROXIMATE - 1/4" = 1'-0" ALL ELEVATIONS AND R.O.W. TO



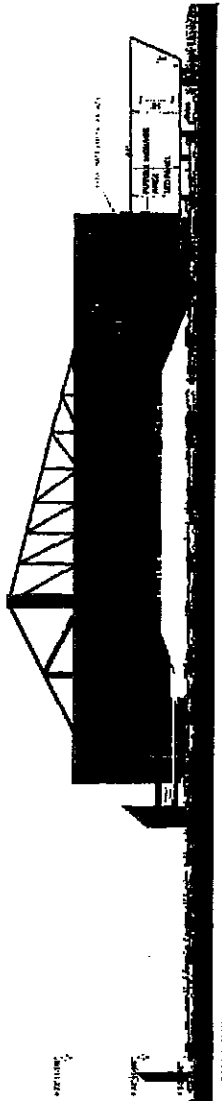
ORIGINAL FILM FACILITY IN 1978



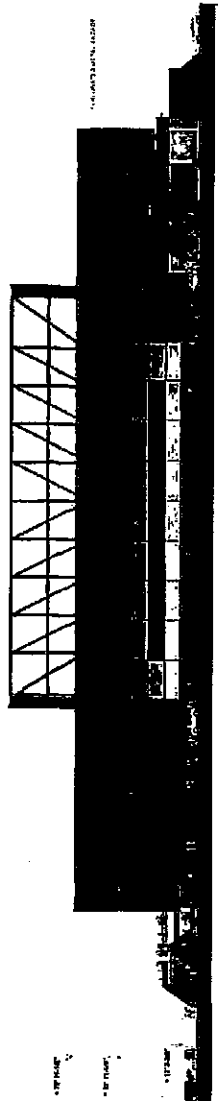
METAL FACADE DETAIL
SCALE 3/16" = 1'-0"

ARCHITECTURE
F3
TURE

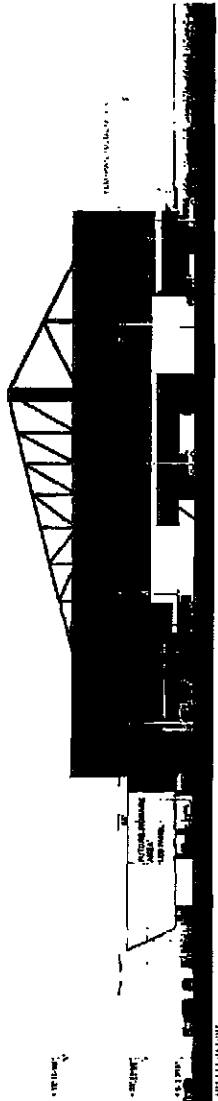
CIP/A09



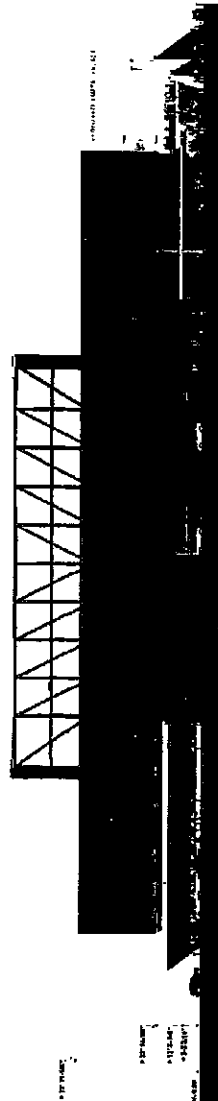
EAST ELEVATION



SOUTH ELEVATION



WEST ELEVATION

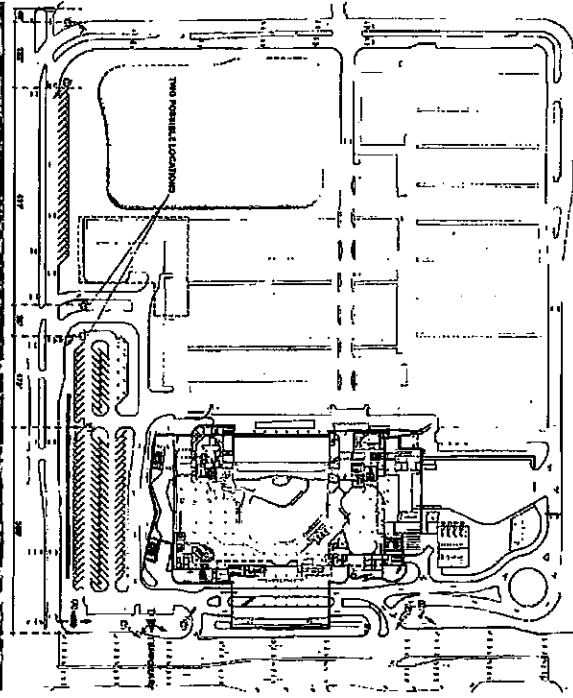


NORTH ELEVATION

NOTE: ALL ELEVATIONS AND R.O.W. TO

FACADE (PHASE 1.1 - 1.2)

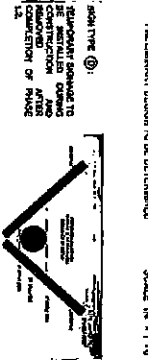
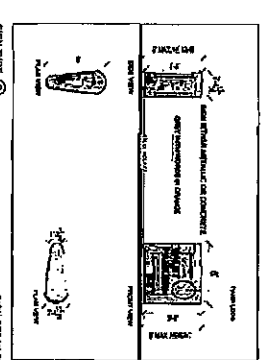
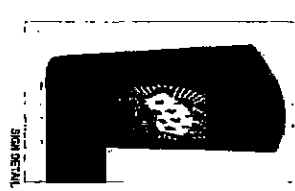
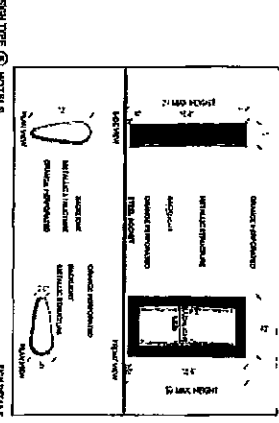
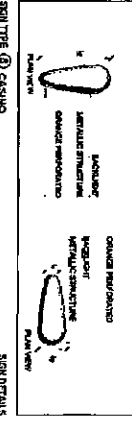
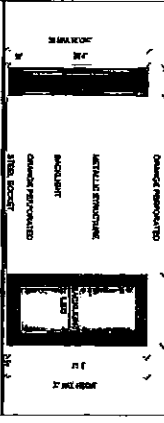
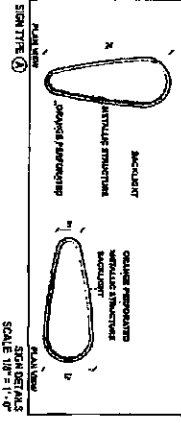
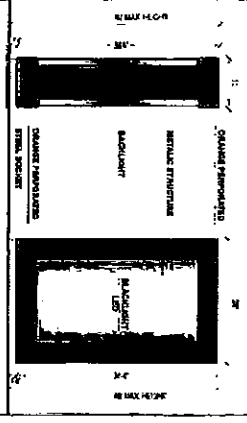
Dania Entertainment Center, LLC
SITE PLAN 01.04



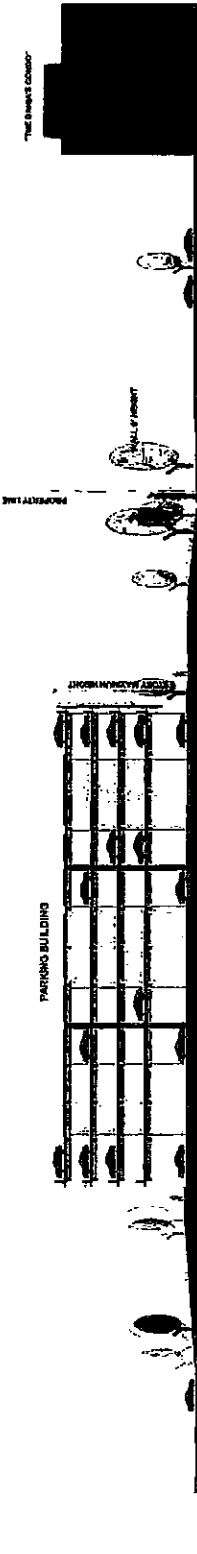
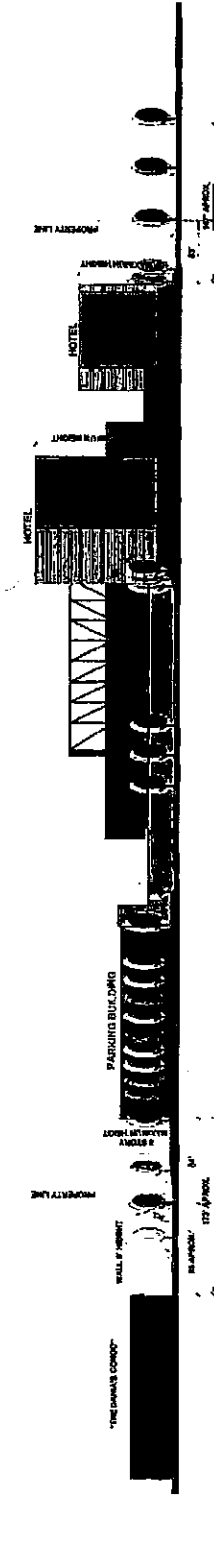
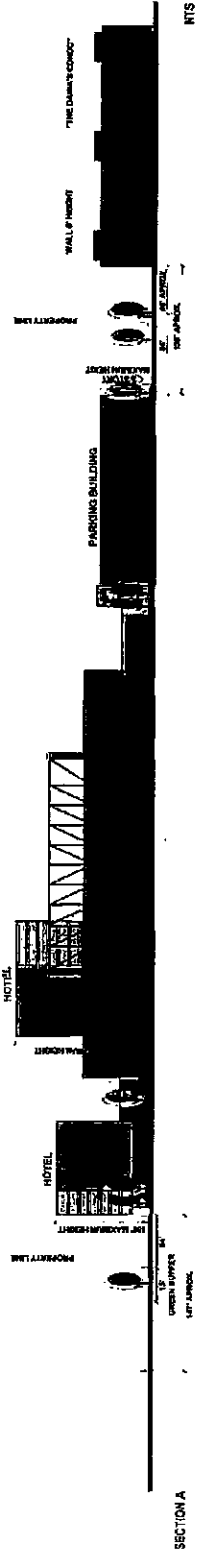
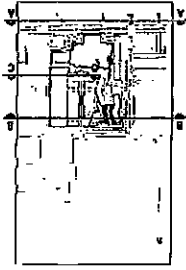
SIGN DETAILS (PHASE 1.1 - 1.2)

Dania Entertainment Center, LLC

REV. 04.03.2014



ARCHITECTURE
F3.
 SIGN DETAILS
 CIP/AT10



SECTION A - B - C
 ARCHITECTURE **F3**
 ARCHITECTURE
 Dania Entertainment Center, LLC
 ONE, AND 18, 20A
 SCALE: 1/8"=1'-0"
 WITH THE CLIENT'S APPROVAL, THE ARCHITECT IS NOT RESPONSIBLE FOR THE CONSTRUCTION OF THE PROJECT.
CIP/A11

SITE PLAN - PHASE 1.1 - 1.2

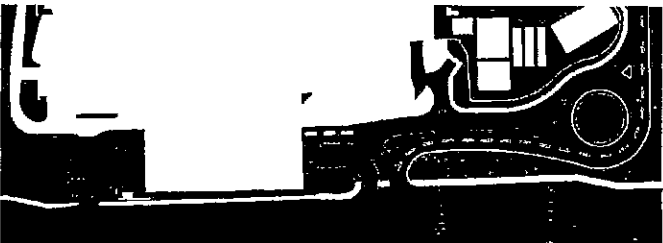
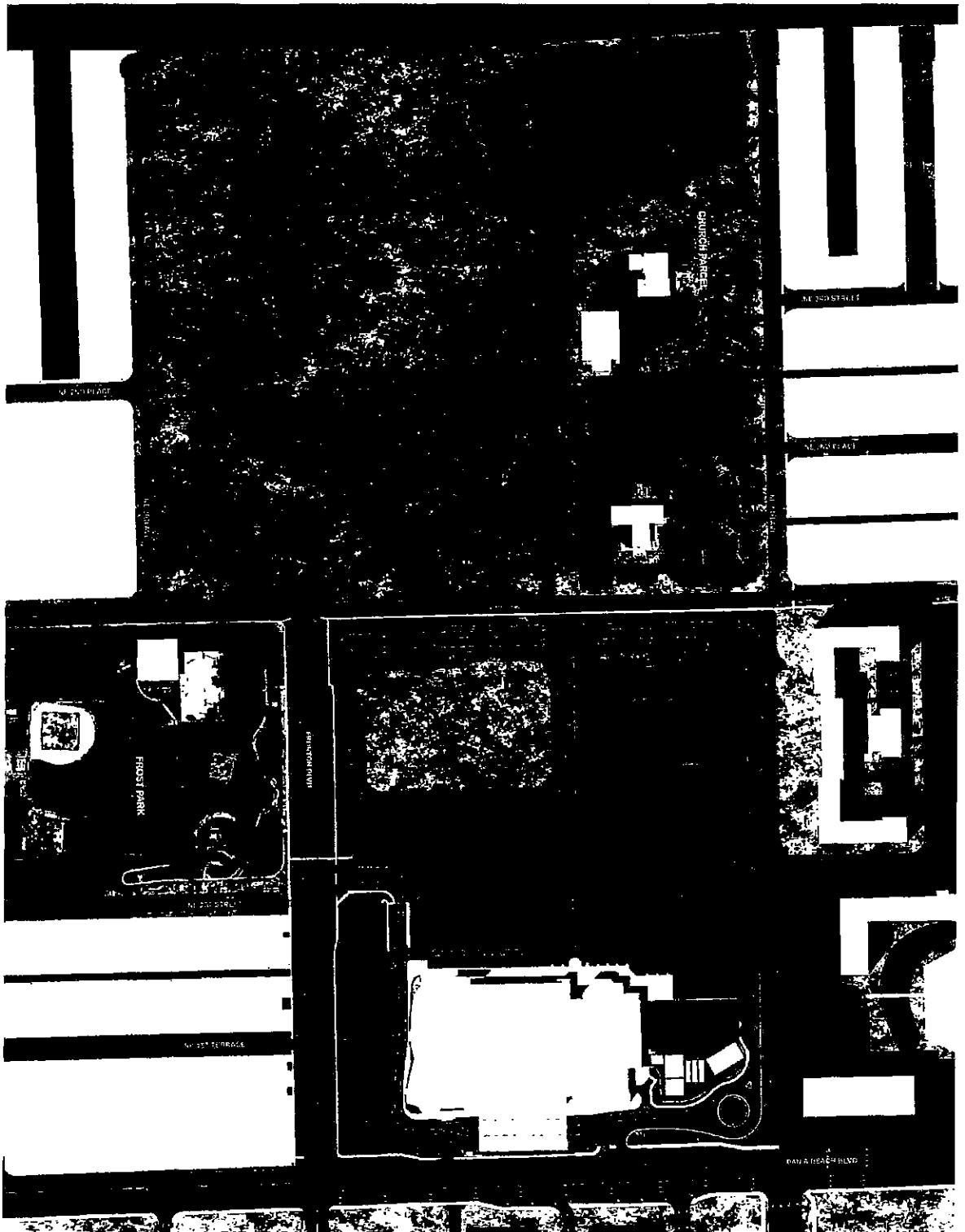
Dania Entertainment Center, LLC

ENTER AND ENJOY

CAVIN GARDNER & ASSOCIATES, INC.
 ARCHITECTS
 1000 N. W. 10TH AVE., SUITE 1000
 MIAMI, FL 33136
 (305) 571-1100

ARCHITECTURE
 INTERIORS
 LANDSCAPE ARCHITECTURE
3.

CIP/A12



QUEUING STRATEGY DIAGRAM
 REGULAR QUEUE
 HIGH-DEMAND QUEUE
 THROUGH ACCESS

CONCEPTUAL
 CIRCULATION PLAN
 SYMBOLS LEGEND
 --- ACCESS ROUTES
 --- EGRESS ROUTES
 --- INTERNAL ROUTES



CIP/A12

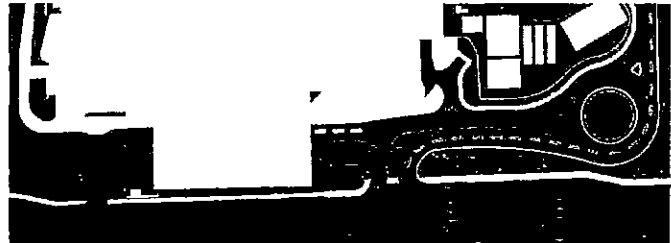
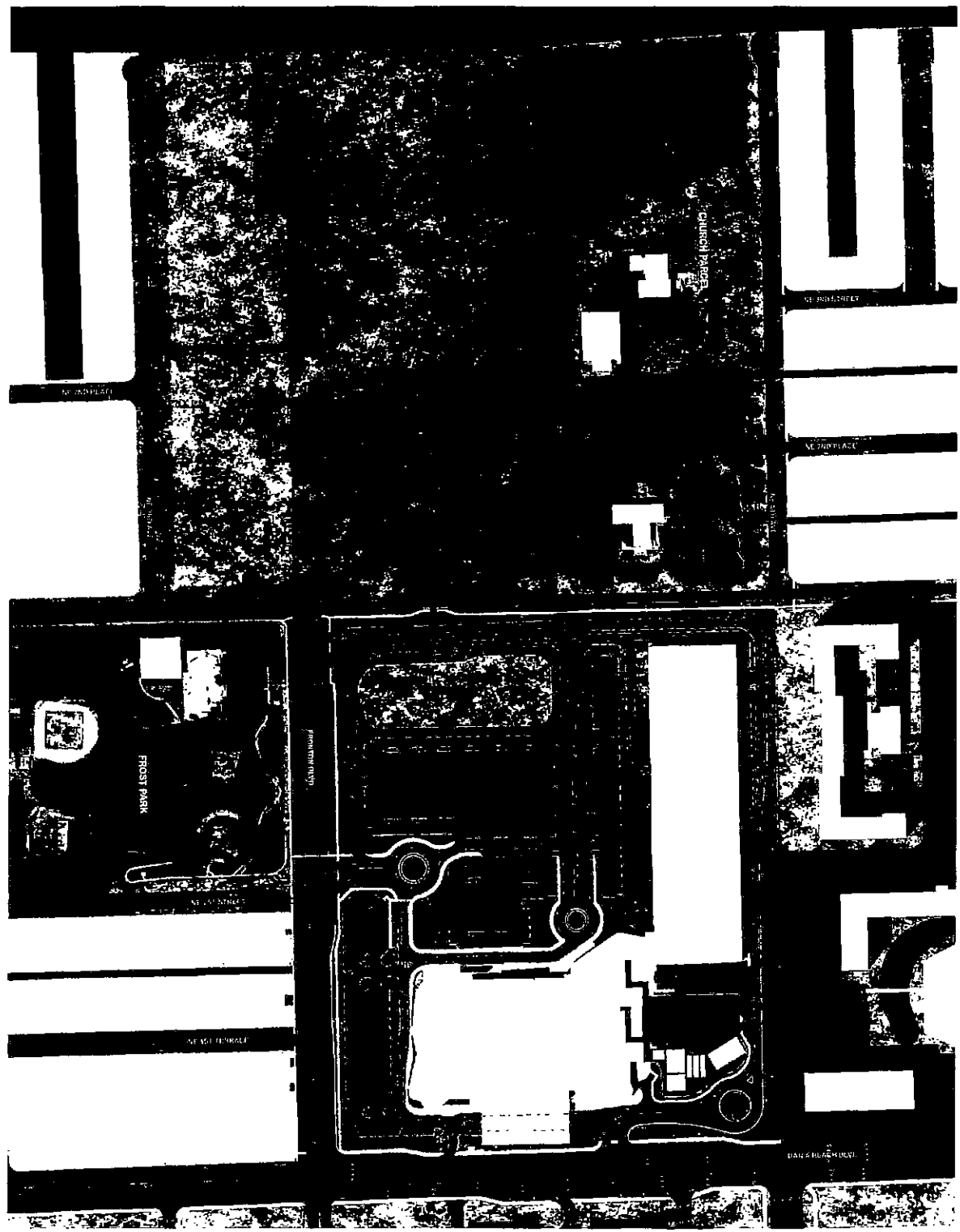
SITE PLAN - PHASE 2.1 - 2.2 - 2.3

Dania Entertainment Center, LLC

DATE: 04/13/2014

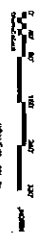
1. Calin, Giordano & Associates, Inc.
 ARCHITECTURAL SERVICES
 1400 NW 13th Street, Suite 200, Fort Lauderdale, Florida 33304
 Phone: (954) 751-1100 Fax: (954) 751-1101

ARCHITECTURE
F3



QUEUING STRATEGY DIAGRAM
 REGULAR QUEUE
 HIGH-DEMAND QUEUE
 THROUGH ACCESS

CONCEPTUAL
 CIRCULATION PLAN
 SYMBOLS LEGEND
 --- ACCESS ROUTES
 --- EGRESS ROUTES
 --- INTERNAL ROUTES



CIP/A13

NOTE: ALL DIMENSIONS ARE APPROXIMATE - 1/4"

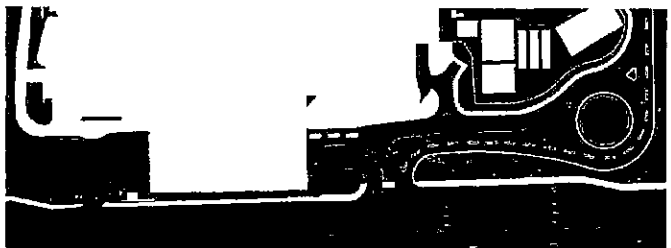
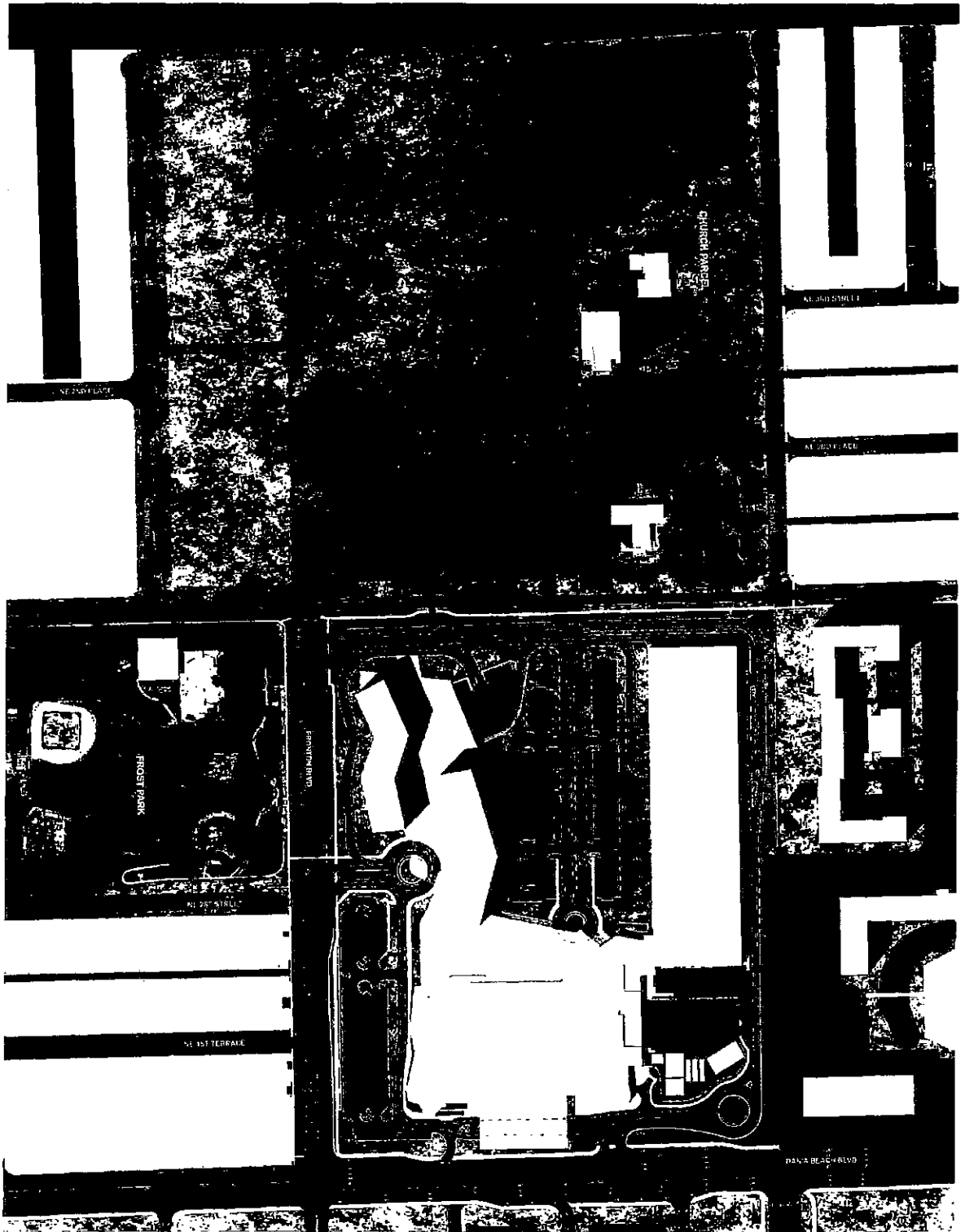
SITE PLAN - PHASE 1.3 - 3.1 - 3.2 - 4.0

Dania Entertainment Center, LLC

DATE: 08/12/14

CHIN, GORDON & ASSOCIATES, INC.
 ARCHITECTS & PLANNERS
 1301 N.W. 10TH AVENUE, SUITE 200
 MIAMI, FL 33136
 PHONE: (305) 575-1234 FAX: (305) 575-1235

ARCHITECTURE
3.



SCALE: ALL DIMENSIONS ARE APPROXIMATE - 1/8" = 1'-0"

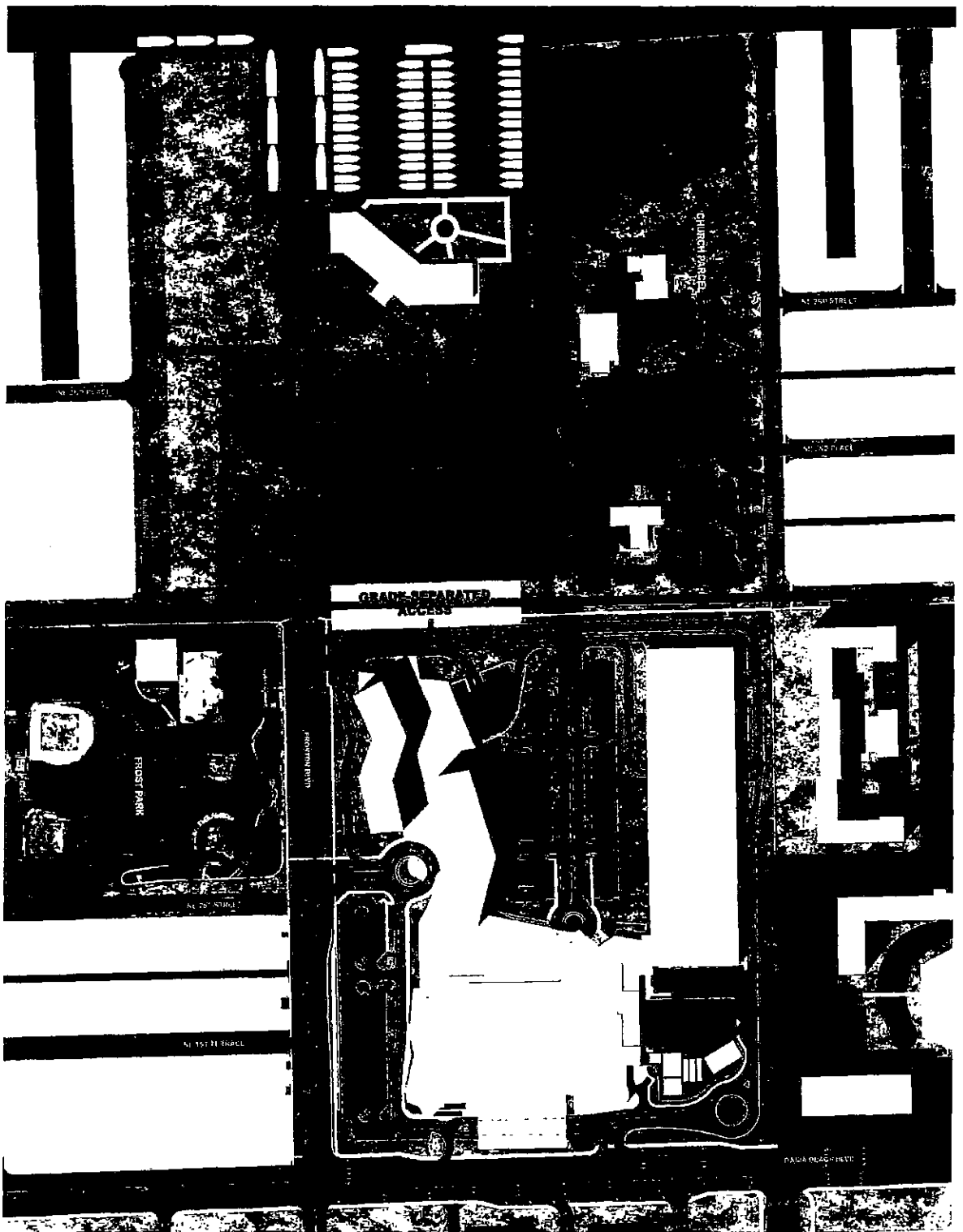
QUEUING STRATEGY DIAGRAM
 REGULAR QUEUE
 HIGH-DEMAND QUEUE
 THROUGH ACCESS

CONCEPTUAL CIRCULATION PLAN SYMBOLS LEGEND
 ACCESS ROUTES
 EGRESS ROUTES
 INTERNAL ROUTES



SCALE: 1/8" = 1'-0"

CIP/PA14



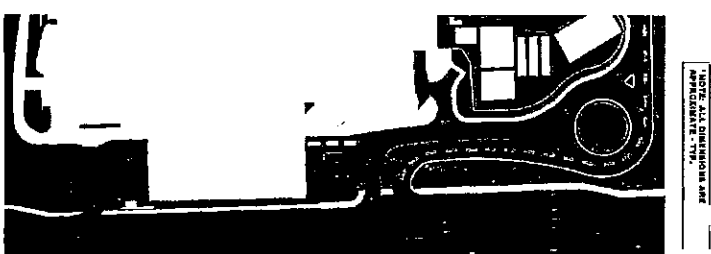
SITE PLAN - PHASE 4.1 - 4.2 - 4.3 - 4.0

Dania Entertainment Center, LLC

DATE: 08.13.2014

Cahn, Giordano & Associates, Inc.
 ARCHITECTURAL DESIGNERS
 10000 SW 15th St., Suite 200, Fort Lauderdale, FL 33315
 Phone: 954.344.1111 Fax: 954.344.1120

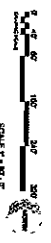
ARCHITECTURE
F3.



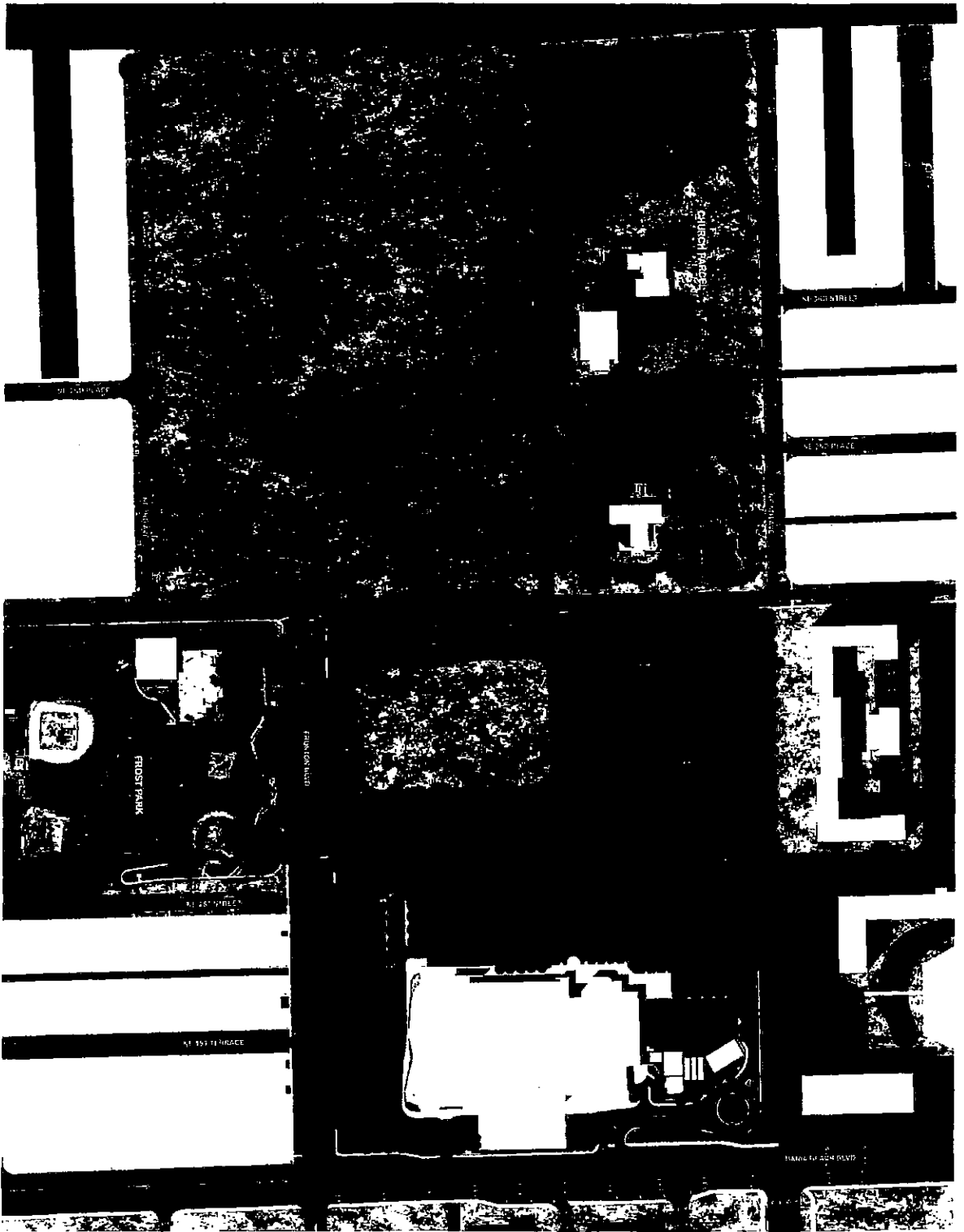
NOTE: ALL DIMENSIONS ARE APPROXIMATE.

QUEUING STRATEGY DIAGRAM
 REGULAR QUEUE
 HIGH-DEMAND QUEUE
 THROUGH ACCESS

CONCEPTUAL CIRCULATION PLAN
 SYMBOLS LEGEND
 ACCESS ROUTES
 EGRESS ROUTES
 INTERNAL ROUTES



CIP/A15



SITE PLAN - PHASE 1.1 - 1.2

Dania Entertainment Center, LLC

Cahn, Gordon & Associates, Inc.
 PROFESSIONAL ENGINEERS
 1000 West 15th Street, Suite 1000, Fort Lauderdale, Florida 33311
 Phone: (954) 751-1234 Fax: (954) 751-1235

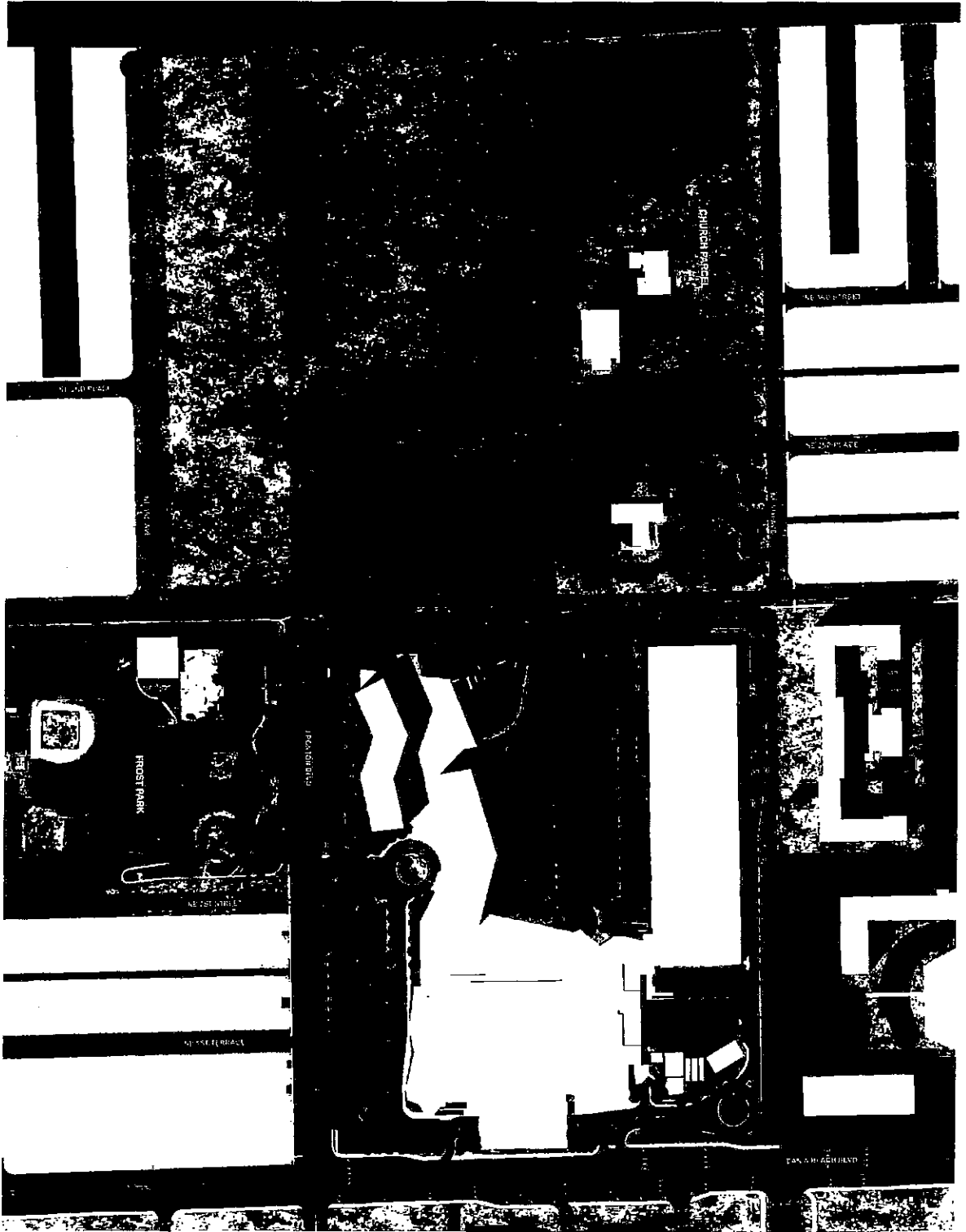
ARCHITECTURE
F3

CIP/A16

NOTE: ALL GREENING ARE
 SEE DEVELOPER'S AGREEMENT
 FOR SPECIFICATIONS ON
 LANDSCAPING

- CONCEPTUAL
 LANDSCAPE PLAN
 SYMBOLS LEGEND**
- LARGE CANOPY TREE
 - LARGE ACCENT TREE
 - SMALL TREE
 - PALM





SITE PLAN - PHASE 1.3 - 3.1 - 3.2 - 4.0

Dania Entertainment Center, LLC

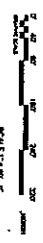
DATE: AUG 15, 2011
 Cohn, Goudreau & Associates, Inc.
 REGISTERED PROFESSIONAL ARCHITECTS
 10000 W. 11th Avenue, Suite 100
 Denver, CO 80202

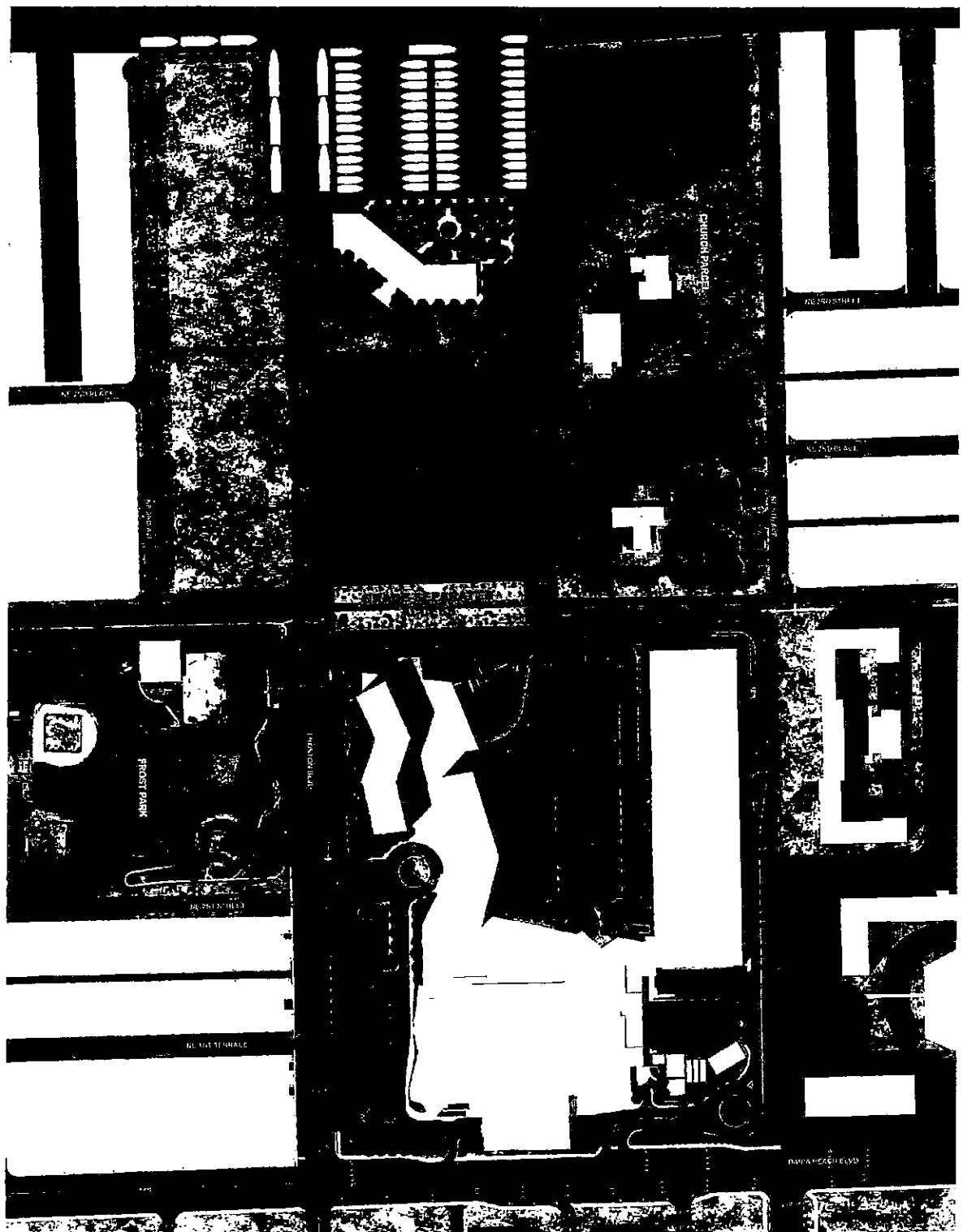
ARCHITECTURE
F3.

CLP/A18

NOTE: ALL DIMENSIONS ARE
 APPROXIMATE. SEE
 SEE DEVELOPER'S AGREEMENT
 FOR SPECIFICATIONS ON
 LANDSCAPING

- CONCEPTUAL
 LANDSCAPE PLAN
 SYMBOLS LEGEND**
- LARGE CANOPY TREE
 - LARGE ACCENT TREE
 - SMALL TREE
 - PALM





SITE PLAN - PHASE 4.1 - 4.2 - 4.3

Dania Entertainment Center, LLC

CAHN, GODDARD & ASSOCIATES, INC.
 REGISTERED ARCHITECTS
 1000 N. W. 10th St., Suite 1000
 Fort Lauderdale, FL 33304

ARCHITECTURE
F3

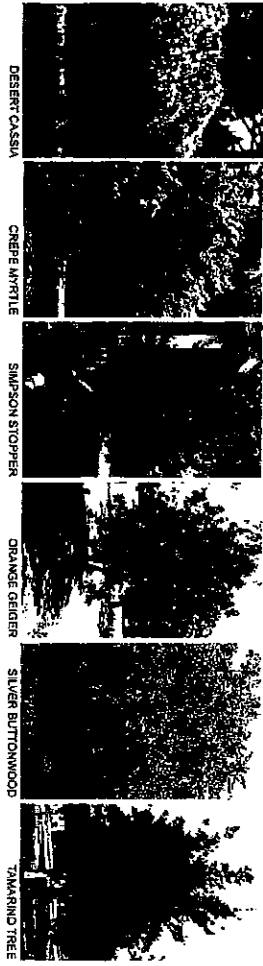
CIP/A19

DATE: 11/11/2010 10:58 AM
 APPROVAL: TIF
 SEE DEVELOPER'S AGREEMENT
 FOR SPECIFIC CONDITIONS ON
 LANDSCAPING

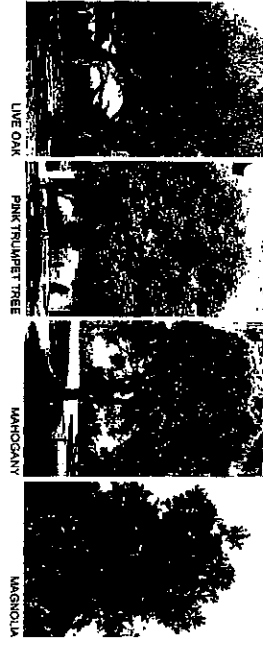
- CONCEPTUAL
 LANDSCAPE PLAN
 SYMBOLS LEGEND**
- LARGE CANOPY TREE
 - LARGE ACCENT TREE
 - SMALL TREE
 - PALM



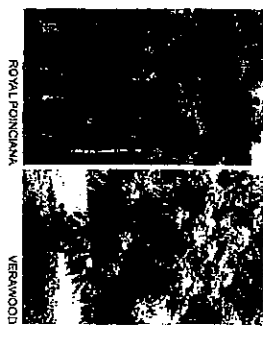
SMALL TREES
6-10 FEET TALL



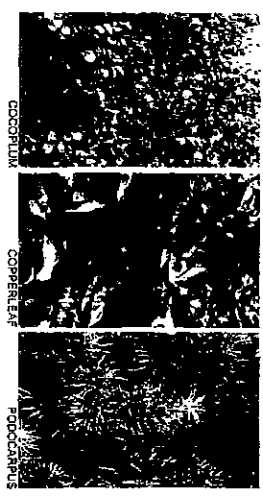
SHADE TREES
10-14 FEET TALL



ACCENT TREES
10-14 FEET TALL



HEDGES (SHRUBS)
3 GAL-7 GAL (2-5' FEET TALL)



PALMS
10-18 FEET TALL



NOTE:
SEE SCHEDULE FOR APPROXIMATE PLANT SIZES
ACTUAL SIZES OF PLANTINGS
SEE OWNER'S AGREEMENT
FOR SPECIFICATIONS ON
LANDSCAPING

POTENTIAL PLANT PALETTE

Dania Entertainment Center, LLC
DATE: AUG 12, 2014

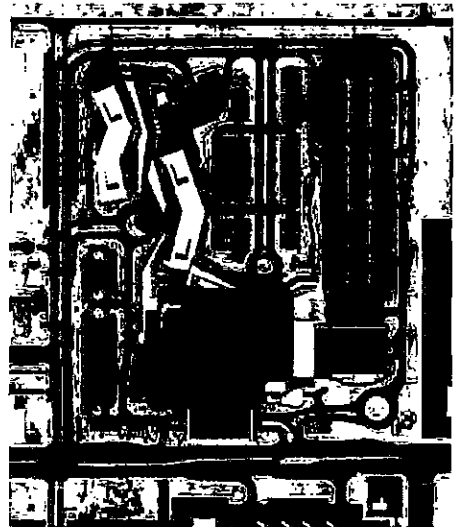
CALIN, Giordano & Associates, Inc.
Landscape Architecture
1500 N.W. 27th St., Suite 100
Miami, FL 33135
Phone: (305) 751-1100
Fax: (305) 751-1101

ARCHITECT
LEED
TUBE
FB

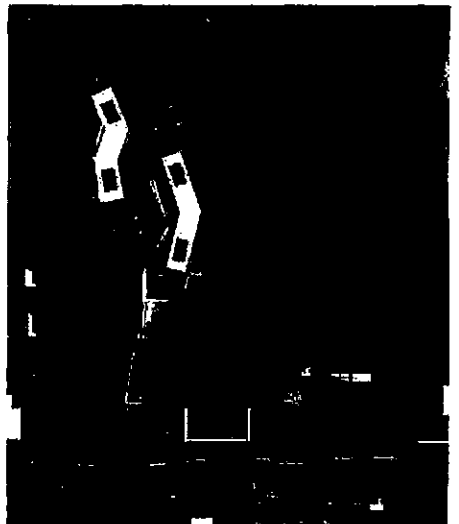
CIP/A20



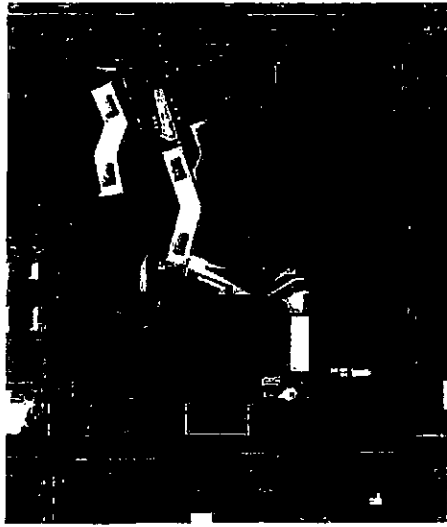
WINTER - 9.00AM



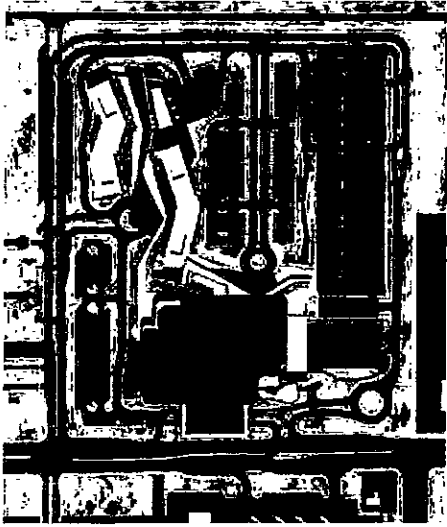
WINTER - 12.00PM



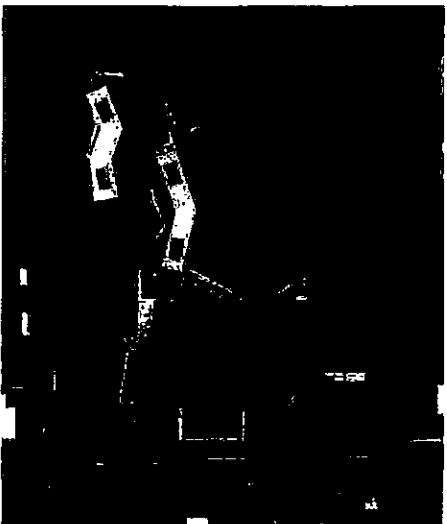
WINTER - 4.00PM



AUTUMN - 9.00AM



AUTUMN - 12.00PM



AUTUMN - 4.00PM

3D RENDERING - Solar Study

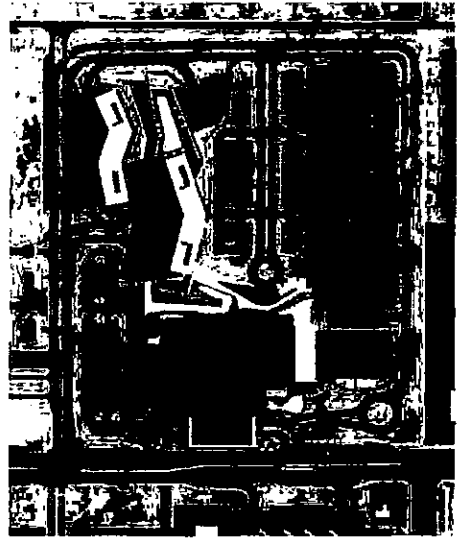
Dania Entertainment Center, LLC

DATE: AUG 12, 2014

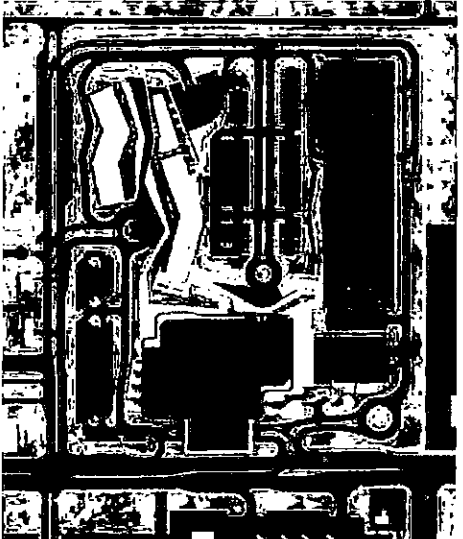
ARCHITECTURE
FB.

2014 FB ARCHITECTURE, INC. ALL RIGHTS RESERVED. PHOTO COURTESY OF DANIA ENTERTAINMENT CENTER, LLC

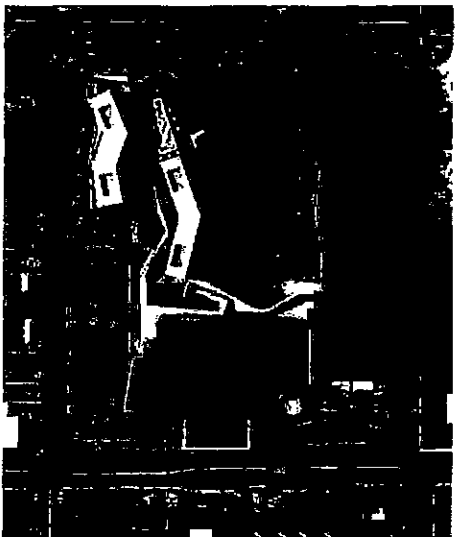
CLP/A21



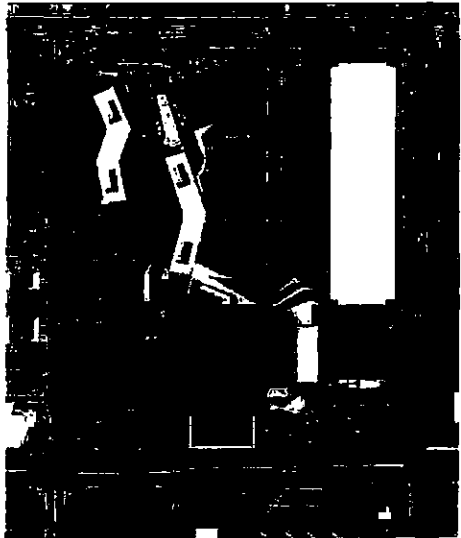
SUMMER - 9.00AM



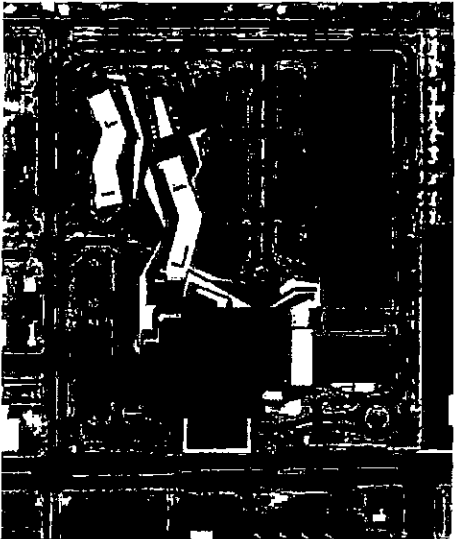
SUMMER - 12.00PM



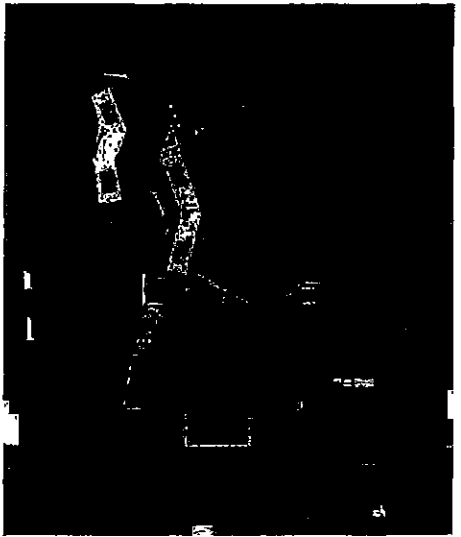
SUMMER - 4.00PM



SPRING - 9.00AM



SPRING - 12.00PM



SPRING - 4.00PM

3D RENDERING - Solar Study

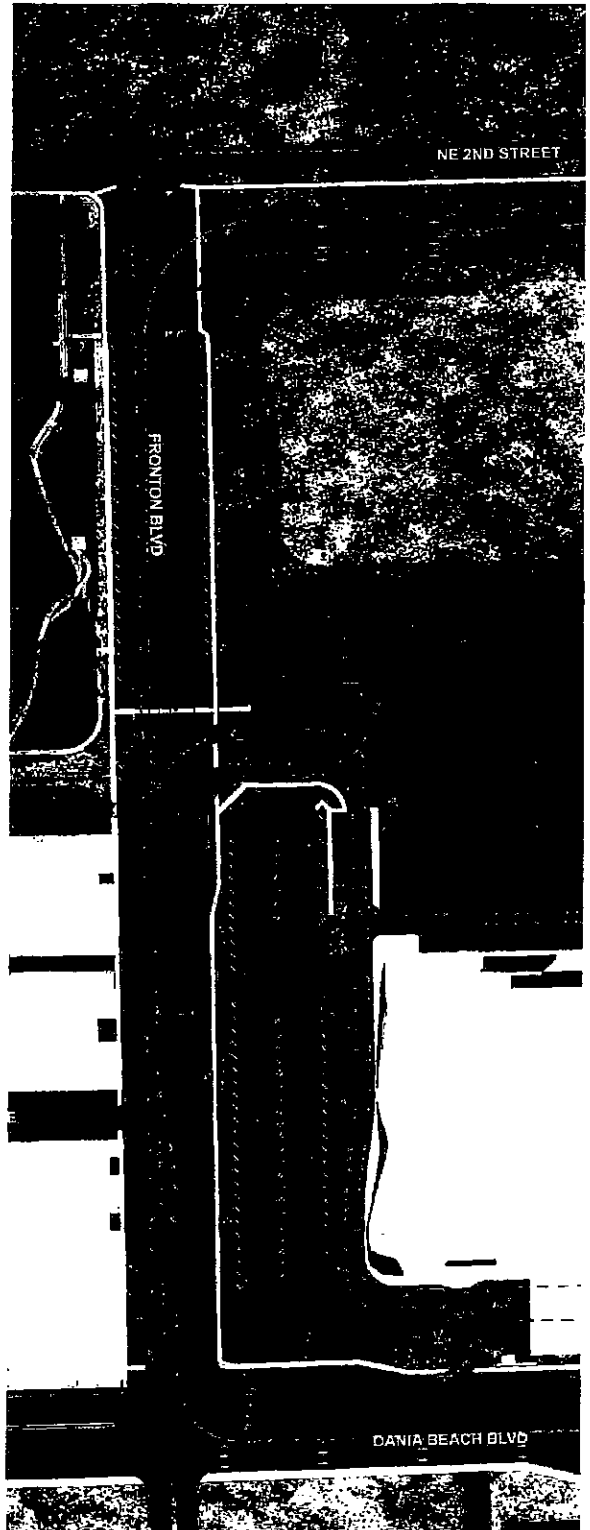
Dania Entertainment Center, LLC

DATE: AUG 12, 2014

ARCHITECTURE **F3.**

CIP/A22

NOTE: THE CLIENT UNDERTAKES ALL RESPONSIBILITY TO VERIFY THE ACCURACY OF THE DATA PROVIDED TO THE ARCHITECT.



NOTE ALL DIMENSIONS ARE
 APPROXIMATE. SEE
 SEE DEVELOPER'S AGREEMENT
 FOR SPECIFICATIONS ON
 LANDSCAPING

**CONCEPTUAL
 CIRCULATION PLAN**
SYMBOLS LEGEND
 - - - ACCESS ROUTES
 - - - EGRESS ROUTES
 - - - INTERNAL ROUTES

**CONCEPTUAL
 LANDSCAPE PLAN**
SYMBOLS LEGEND
 ●●● LARGE CANOPY TREE
 ●●● LARGE ACCENT TREE
 ●●● SMALL TREE
 ●●● PALM

FRONTON BOULEVARD - PHASE 1.1 - 1.2

Dania Entertainment Center, LLC

DATE: 08/13/2014

John G. Gardner & Associates, Inc.
 1101 N.W. 11th Street, Suite 100
 Fort Lauderdale, FL 33304
 Phone: (954) 571-1111 Fax: (954) 571-1100

ARCHITECTURE
F3

CIP/PA23

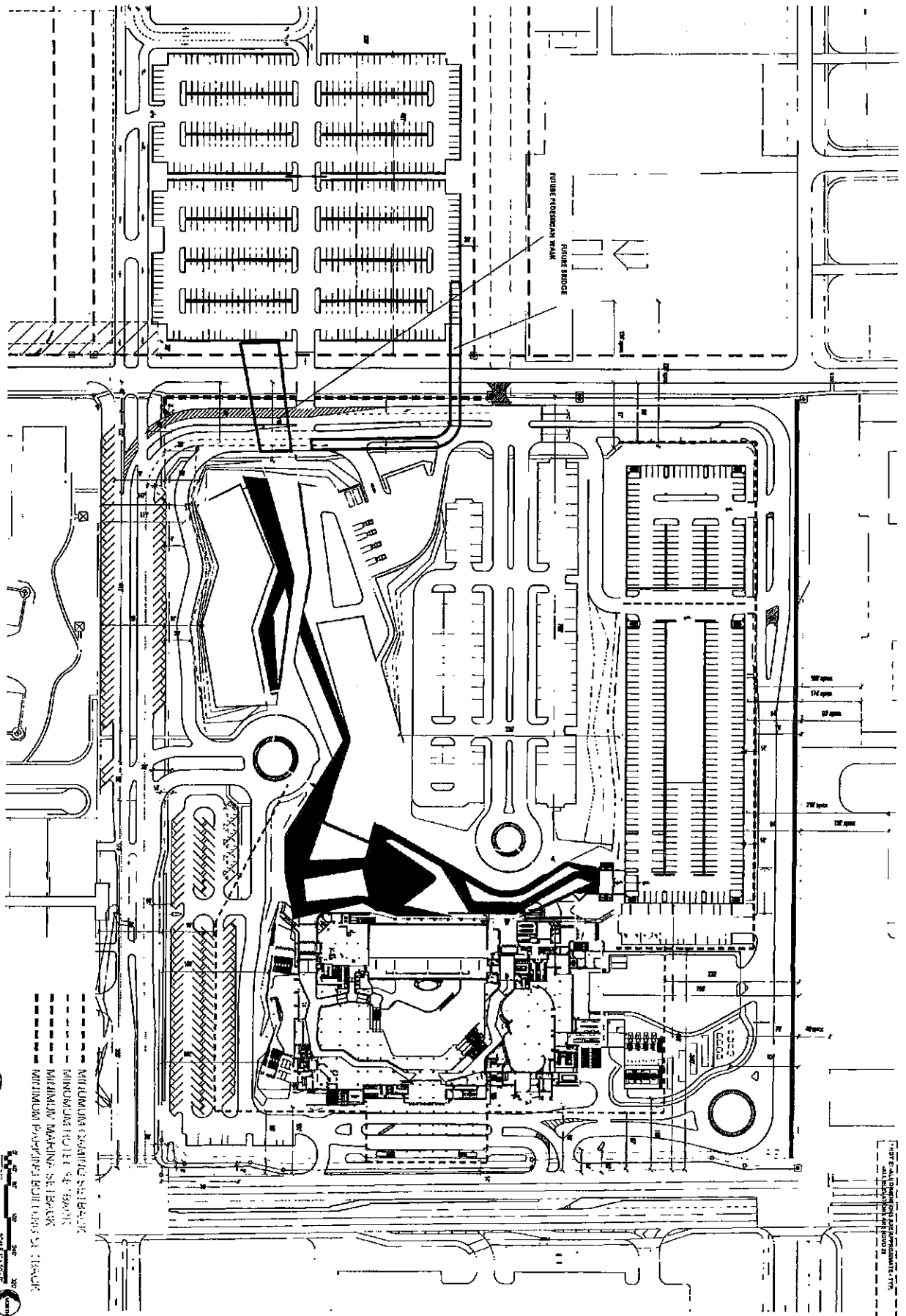
TECHNICAL SITE PLAN - PHASE 4.1 - 4.2 - 4.3

Dania Entertainment Center, L.P.

DATE: APR 12, 2011

ARCHITECTURE
F3

CIP/A24



DATE: APR 12, 2011

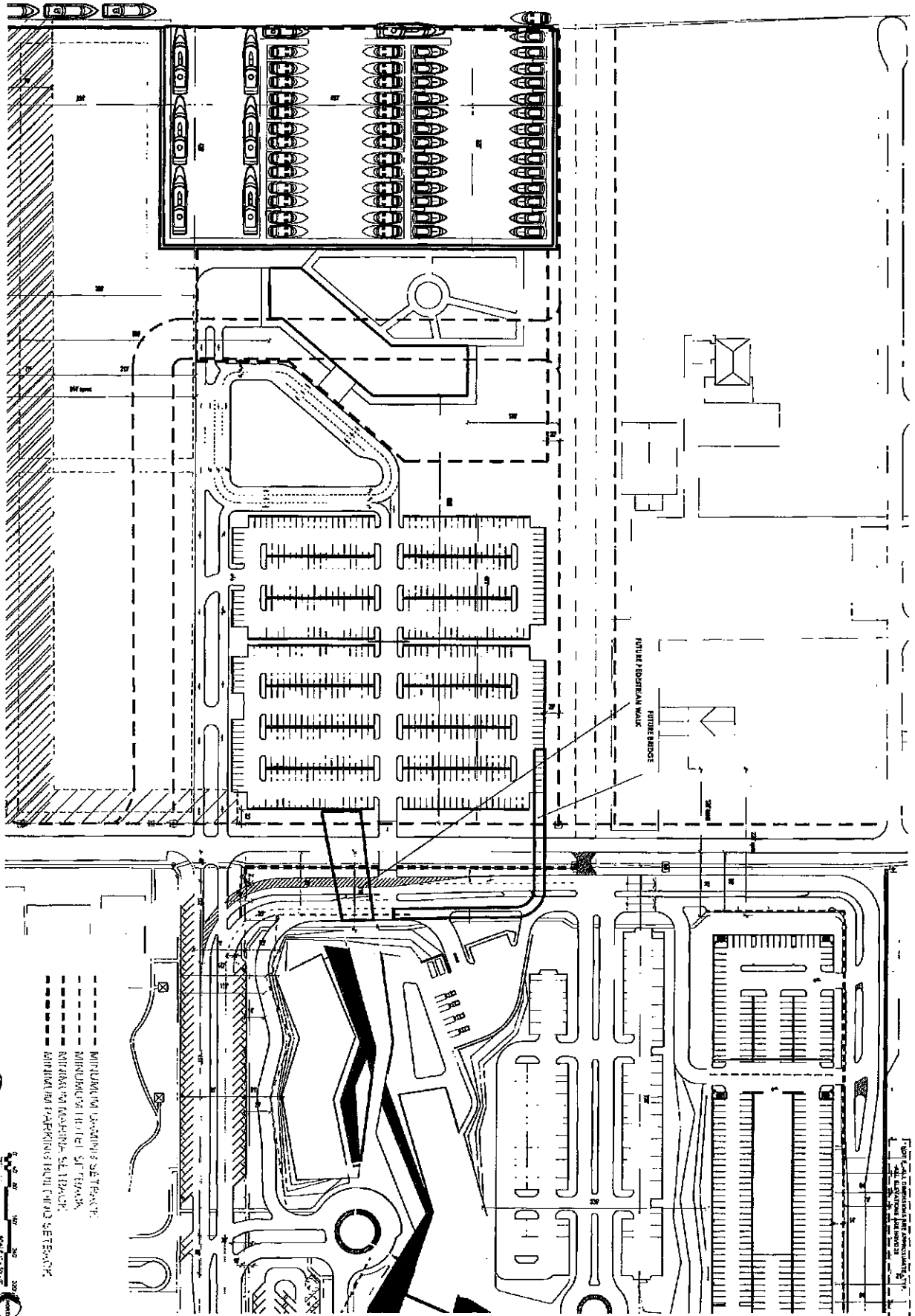
TECHNICAL SITE PLAN - PHASE 4.1 - 4.2 - 4.3

Dania Entertainment Center, LI

SITE DATE: 03.2014

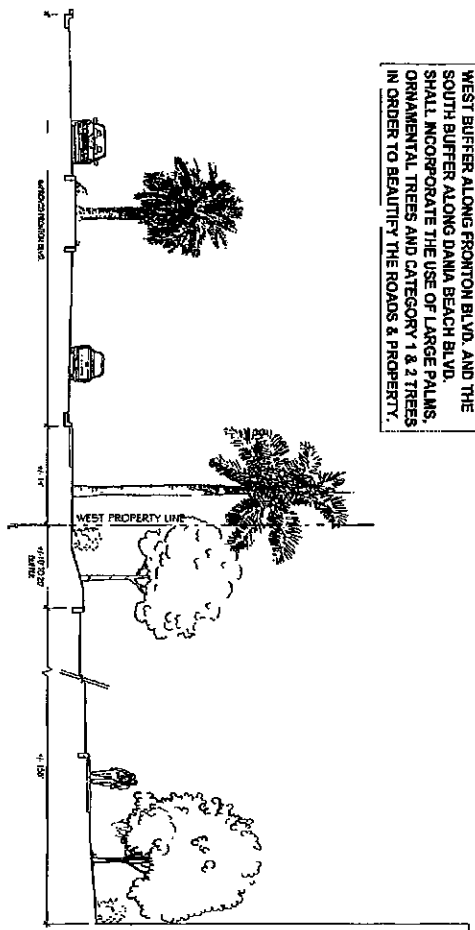
APPLICABLE TO FUTURE

CIP/A25

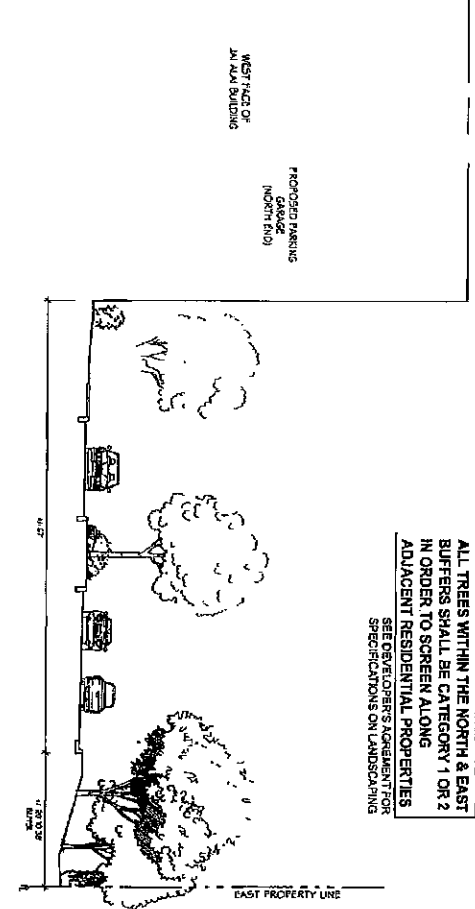


1. This plan is a technical drawing and does not constitute a contract. It is subject to the terms and conditions of the contract between the client and the architect.

WEST BUFFER ALONG FRONTON BLVD. AND THE SOUTH BUFFER ALONG DANIA BEACH BLVD. SHALL INCORPORATE THE USE OF LARGE PALMS, ORNAMENTAL TREES AND CATEGORY 1 & 2 TREES IN ORDER TO BEAUTIFY THE ROADS & PROPERTY.

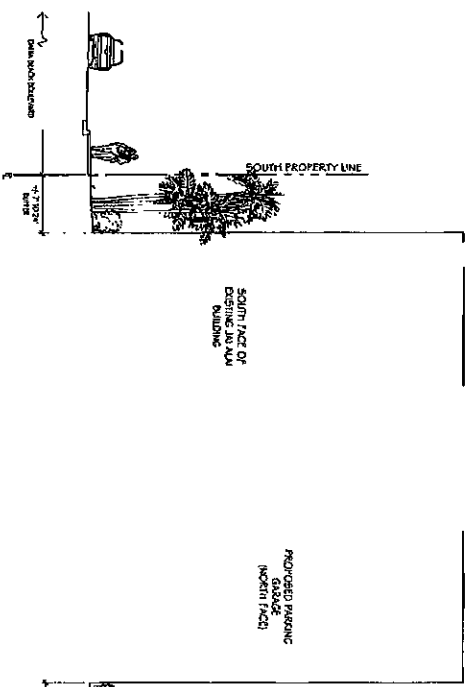


SECTION ALONG WEST BUFFER @ JAI ALAI BUILDING

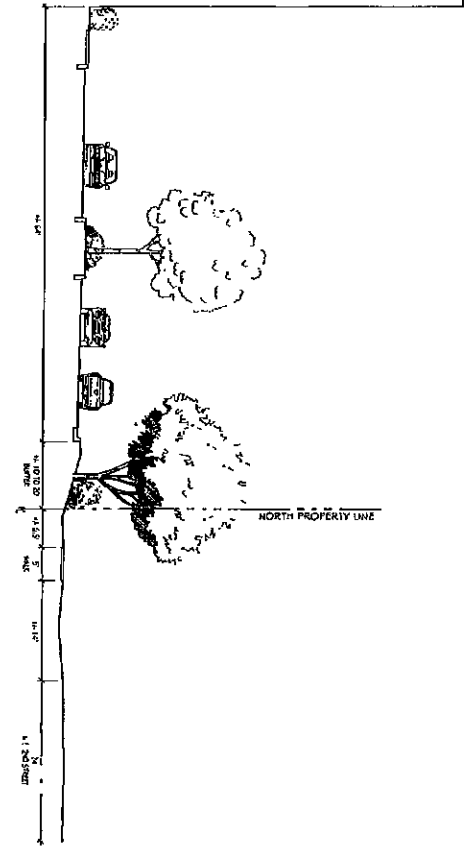


SECTION ALONG EAST BUFFER @ PARKING GARAGE

ALL TREES WITHIN THE NORTH & EAST BUFFERS SHALL BE CATEGORY 1 OR 2 IN ORDER TO SCREEN ALONG ADJACENT RESIDENTIAL PROPERTIES. SEE DEVELOPER'S AGREEMENT FOR SPECIFICATIONS ON LANDSCAPING.



SECTION ALONG SOUTH BUFFER @ EXISTING JAI ALAI BUILDING



SECTION ALONG NORTH BUFFER @ PARKING GARAGE

TYPICAL BUFFER SECTIONS

Dania Entertainment Center, LLC
DATE: 04/12/2011

CAHN, GORDON & ASSOCIATES, INC.
LANDSCAPE ARCHITECTS
1100 S.W. 15TH AVENUE, SUITE 100
MIAMI, FL 33135
TEL: 305.371.1311
WWW.CGALAN.COM

ARCHITECTURE
F3

CIP/A26

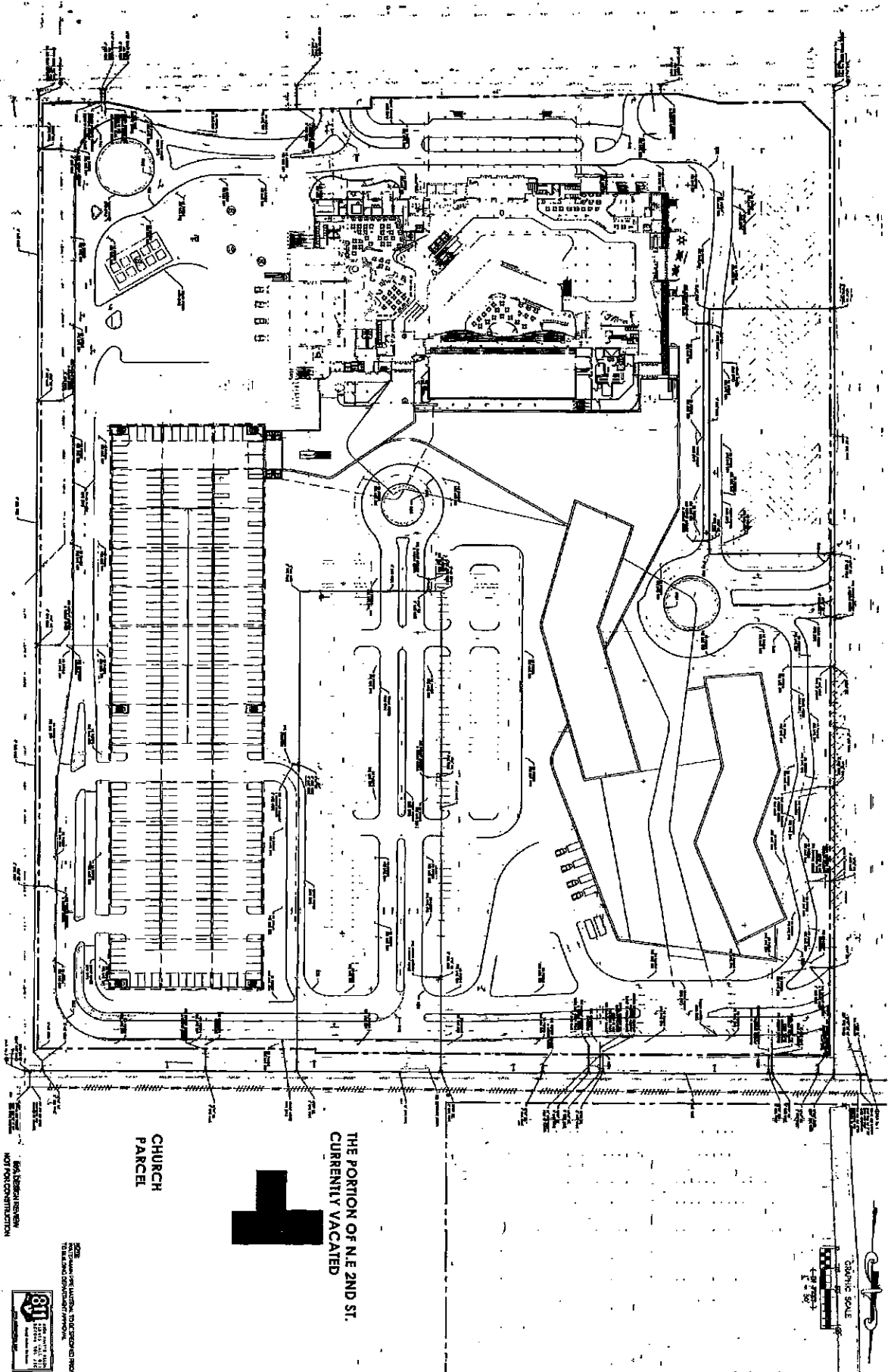
EXISTING WATER SERVICES AND
PRELIMINARY FIRE IMPROVEMENTS

Dania Entertainment Center, LLC
DATE: MAY 12, 2014

CAVIN, GONDANO & ASSOCIATES, INC.
REGISTERED PROFESSIONAL ENGINEERS
NO. 91377-0001, P.E. NO. 44120-0001
NO. 91377-0002, P.E. NO. 44120-0002

ARCHITECTURE
F3

CIP/A27



NO. 91377-0001, P.E. NO. 44120-0001
NO. 91377-0002, P.E. NO. 44120-0002



DATE: MAY 12, 2014

EXHIBIT "E"

The 2014 Florida Statutes

Title XXXIII
REGULATION OF TRADE, COMMERCE, INVESTMENTS, AND
SOLICITATIONS

Chapter 550
PARI-MUTUEL
WAGERING

[View Entire
Chapter](#)

550.155 Pari-mutuel pool within track enclosure; takeouts; breaks; penalty for purchasing part of a pari-mutuel pool for or through another in specified circumstances.—

(1) Wagering on the results of a horserace, dograce, or on the scores or points of a jai alai game and the sale of tickets or other evidences showing an interest in or a contribution to a pari-mutuel pool are allowed within the enclosure of any pari-mutuel facility licensed and conducted under this chapter but are not allowed elsewhere in this state, must be supervised by the division, and are subject to such reasonable rules that the division prescribes.

(2) The permitholder's share of the takeout is that portion of the takeout that remains after the pari-mutuel tax imposed upon the contributions to the pari-mutuel pool is deducted from the takeout and paid by the permitholder. The takeout is deducted from all pari-mutuel pools but may be different depending on the type of pari-mutuel pool. The permitholder shall inform the patrons, either through the official program or via the posting of signs at conspicuous locations, as to the takeout currently being applied to handle at the facility. A capital improvement proposed by a permitholder licensed under this chapter to a pari-mutuel facility existing on June 23, 1981, which capital improvement requires, pursuant to any municipal or county ordinance, resolution, or regulation, the qualification or approval of the municipality or county wherein the permitholder conducts its business operations, shall receive approval unless the municipality or county is able to show that the proposed improvement presents a justifiable and immediate hazard to the health and safety of municipal or county residents, provided the permitholder pays to the municipality or county the cost of a building permit and provided the capital improvement meets the following criteria:

(a) The improvement does not qualify as a development of regional impact as defined in s. 380.06; and

(b) The improvement is contiguous to or within the existing pari-mutuel facility site. To be contiguous, the site of the improvement must share a sufficient common boundary with the present pari-mutuel facility to allow full and free access without crossing a public roadway, public waterway, or similar barrier.

(3) After deducting the takeout and the "breaks," a pari-mutuel pool must be redistributed to the contributors.

(4) Redistribution of funds otherwise distributable to the contributors of a pari-mutuel pool must be a sum equal to the next lowest multiple of 10 on all races and games.

(5) A distribution of a pari-mutuel pool may not be made of the odd cents of any sum otherwise distributable, which odd cents constitute the "breaks."

(6) A person or corporation may not directly or indirectly purchase pari-mutuel tickets or participate in the purchase of any part of a pari-mutuel pool for another for hire or for any gratuity. A person may not purchase any part of a pari-mutuel pool through another wherein she or he gives or pays directly or indirectly such other person anything of value. Any person who violates this subsection is guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083.

EXHIBIT "F"

LAND DESCRIPTION
RESURRECTION CATHOLIC CHURCH

Parcel "A" of AMENDED PLAT OF A PORTION OF "HARBOR LAWNS No. 1, according to the plat thereof, as recorded in Plat Book 34, Page 5 of the Public Records of Broward County, Florida.

Said lands lying in the City of Dania Beach, Broward County, Florida and containing 494,695 square feet (11.357 acres), more or less.

EXHIBIT "G"



Pride in Service with Integrity

**Department of Fire Rescue & Emergency Services
Fire Marshal's Office
Dania Beach District**

103 West Dania Beach Blvd. • Dania Beach, Florida 33004
Office: (954)342-4262 • Fax: (954)342-4265

SITE PLAN REVIEW COMMENTS

Date: 3/19/14 Site Plan No.: _____ Time Required For Review: 3 Hours

Project: Dania Jai-Alai Redevelopment Plan Sq. Feet: 653,400

Plan Reviewer: Sean Brown, Battalion Chief / Fire Plans Examiner

Approved As Submitted
Conditions

Denied

Approved With
Conditions

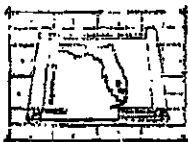
Comments Must Be Addressed and Resubmitted Prior to City

1. Provide a Fire Hydrant Flow Test (Contact the Dania Beach District Fire Marshal's Office for information and scheduling).
2. Provide the Fire Flow Demand Calculations for each structure. The needed fire flow requirements (Fire Flow Demand Calculations) for manual fire suppression efforts shall be prepared by a professional engineer currently licensed in the state of Florida for each newly constructed building. The Needed Fire Flow Requirement must be in accordance with N.F.P.A. 1 (2009 Ed.), Chapter 18, Section 18.4 for manual suppression efforts.
3. Complete the attached Application for Approval of the Fire Protection Water Supply Design.
4. Identify the size of the new proposed water mains on the plans.
5. Provide signed and sealed documentation from a state licensed engineer confirming that the existing 6" water mains proposed to remain will provide sufficient water for all aspects of this project. In addition, provide documentation from Dania Beach Public Works Water Department that they also approve and concur with the engineer's report.
6. The plans did not identify water mains for fire protection for the parking garage.
7. Identify the locations of all Fire Hydrants. Hydrant spacing for commercial structures is required to be no more than 300' (as the engine/truck drives).
8. Identify the locations of all Siamese Fire Department Connections for each structure. Please keep in mind that all Siamese FDC's must be within 100' of a Fire Hydrant.
9. Identify the locations of all Standpipes and Standpipe FDC's for each structure.
10. Identify the locations of all Fire Command Rooms.
11. Identify the locations of all Fire Pumps and/or Fire Pump Rooms.
12. Provide details for all of the following:
 - a. Fire Hydrants

- b. Impact Protection (Bollards)
 - c. Roadway Pavement Markers (RPM's)
 - d. Backflow Prevention Devices
 - e. FDC's and Signage for FDC's
 - f. Address Location / Size
13. Provide locations for Fire Lanes / No Parking Areas.
14. Provide Fire Department Access (Via Gate) on NE 2 Avenue.
15. Identify on the plan that 14' vertical clearances shall be provided for all drive aisles in the parking garage and under each porte cochere to each hotel and any other structures. Are there plans to raise the existing "valet parking" ceiling level to 14'? If not please identify the vertical clearance of this location on the plans.
16. Fire Department Access into the garage from the east side may need some discussion at time of meeting.
17. Demonstrate all turning radii (min. radius is 38' inside and 50' outside).

ADDITIONAL COMMENTS MAY FOLLOW RE-SUBMITTAL

EXHIBIT "H"



BROWARD COUNTY PLANNING COUNCIL

10 SOUTH ANDREWS AVENUE, ROOM 907 • FORT LAUDERDALE, FLORIDA 33301

August 16, 2011

Debbie M. Orshesky, Esq.
Greenberg Traurig
401 East Las Olas Boulevard, Suite 2000
Fort Lauderdale, FL 33301

Dear Ms. Orshesky:

Re: Dania Jai Alai Plat Note

This letter is written in response to your request regarding confirmation whether or not the City of Dania Beach would be required to allocate land use intensities under the "Regional Activity Center" (RAC) land use designation on the Broward County Land Use Plan (BCLUP) and located in the City of Dania Beach.

Based on the information provided by you, it is Planning Council staff's understanding that the proposed hotel and marina uses are located within lands designated as a permit-mutual by the State of Florida. Based on that information and in such context of Florida Statute §50.135(2), it would appear that the proposed use would qualify as a "capital improvement proposed by a permit-holder licensed under this chapter to a permit-mutual facility existing on June 23, 1981."

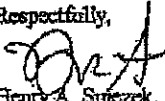
In consultation with the Planning Council Attorney and County Attorney's office, Planning Council staff has determined that the uses described in your correspondence are permitted without a need to allocate land use intensities under the permitted uses of the RAC.

Please note that this finding is subject to review and agreement by the City of Dania Beach. In addition, the proposed uses must meet any other applicable requirements of Florida Statutes Chapter §50.

It is noted that the Broward County Land Use Plan is the effective plan for this property, as the City of Dania Beach has not yet reclassified its future land use plan to include the "Regional Activity Center" on its map or in its text.

If you have any additional questions in this regard, please contact Andrew Maurodis, Esq., Counsel, Broward County Planning Council or Maite Azcoitia, Deputy County Attorney, Broward County Office of the County Attorney, at your convenience.

Respectfully,


Henry A. Sniezek, AICP
Executive Director

TELEPHONE: 954-337-6695 • FAX: 954-337-6685

www.broward.org/planningcouncil

Debbie M. Orshesky, Esq.
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August 16, 2011

cc: Andrew Maurodis, Esq., Council
Broward County Planning Council

Robert Baldwin, City Manager
City of Dania Beach

Commissioner Anne Castro, Member
Broward County Planning Council

Maria Azcoitia, Deputy County Attorney
Broward County Office of the County Attorney

David Danowitz, Assistant Director
Broward County Development and Environmental Regulation Division

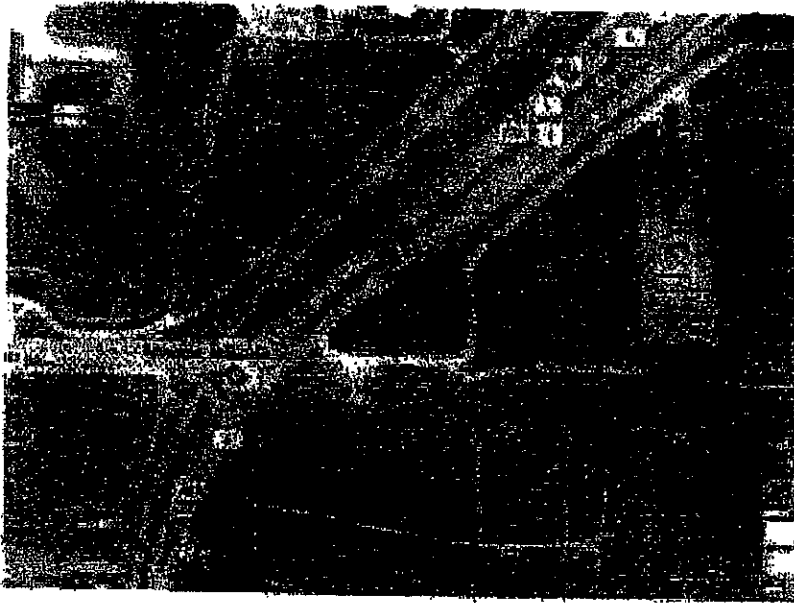
Thomas Ambro, Esq.
City of Dania Beach

Corrine Lajoie, Planner
City of Dania Beach

EXHIBIT "1"

**INDICATIVE LOCATIONS OF PROPOSED
SIGNAGES TO JAI-ALAI**

(EXACT LOCATION AND LANGUAGE TO BE DETERMINED AND APPROVED BY FDOT)



Location:

Along US-1 about 1,500 feet north of Griffin Road/US-1 intersection
Near intersection of Griffin Road and US-1



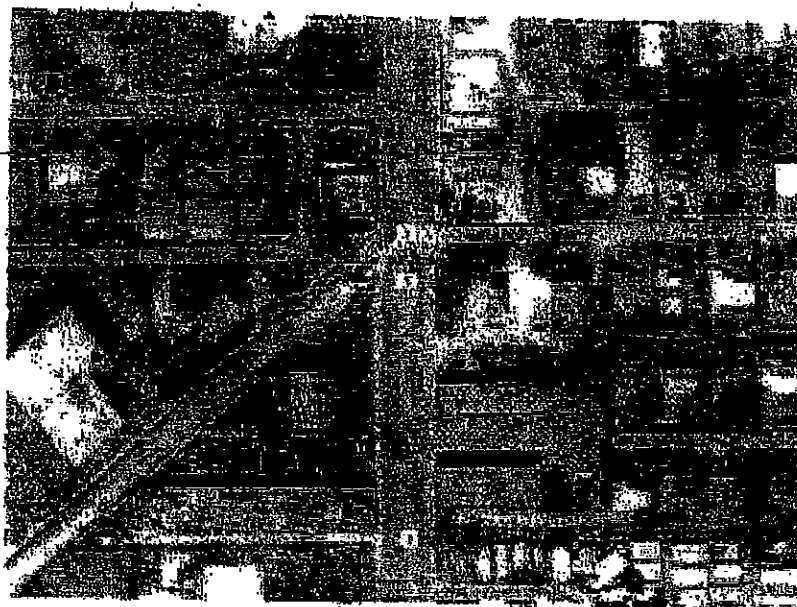
Location : After the Bridge (Southbound) - before Old Griffin Road



Location:
Before NE 2nd Street (Southbound)
Before Dunlap Beach Blvd (Northbound)



Location: Spring Road and US-7



Location: West Dixie Highway and US-1



Location: Sheridan Street and LIS-1