

Return recorded copy to:

Development Management Division
115 S. Andrews Avenue, A240
Fort Lauderdale, FL 33301

Document prepared by:
Christina Bilenki, Esq.
Dunay, Miskel & Backman, LLP
14 SE 4th Street, Suite 36
Boca Raton, FL 33432

NOTICE: PURCHASERS, GRANTEES, HEIRS, SUCCESSORS AND ASSIGNS OF ANY INTEREST IN THE PROPERTY SET FORTH ON EXHIBIT "A" ARE HEREBY PUT ON NOTICE OF THE OBLIGATIONS SET FORTH WITHIN THIS AGREEMENT WHICH SHALL RUN WITH THE PROPERTY UNTIL FULLY PAID AND PERFORMED.

AGREEMENT FOR THE ISSUANCE OF BUILDING PERMITS PRIOR TO PLAT RECORDATION

This is an Agreement, made and entered into by and between: BROWARD COUNTY, a political subdivision of the state of Florida, hereinafter referred to as "COUNTY,"

AND

_____ Pulte Home Company, LLC _____, its successors and assigns, hereinafter referred to as "DEVELOPER."

[AND IF PROPERTY IS LOCATED WITHIN A MUNICIPALITY]

The CITY of _____ Tamarac _____, a municipal corporation, created and existing under the laws of the state of Florida, hereinafter referred to as "CITY."

WHEREAS, DEVELOPER, is the owner of a certain parcel of land, described in Exhibit "A" attached hereto and known as the _____ Woodmont Pods B, F & G _____ Plat, Plat No./Clerk's File No. _____ 036-MP-16 _____, hereinafter referred to as the "PLAT," which was approved by the Board of County Commissioners on _____ December 12 _____, 2017; and

WHEREAS, DEVELOPER is now desirous of obtaining building permits so that DEVELOPER may construct the "Improvements" set forth in Exhibit "B" within the boundaries of said PLAT; and

WHEREAS, building permits may not ordinarily be issued to DEVELOPER for construction of said Improvements within the boundaries of the PLAT prior to recordation of said PLAT; and

WHEREAS, on December 12, 2017, the Board of County Commissioners authorized the issuance of building permits to DEVELOPER for construction of said Improvements within the boundaries of the PLAT prior to plat recordation; and

WHEREAS, DEVELOPER shall be required to pay actual or estimated impact fees to the COUNTY for the Improvements which DEVELOPER wishes to construct prior to issuance of the building permits; and

WHEREAS, the COUNTY requested and DEVELOPER agreed that, prior to the issuance of building permits, the parties shall enter into an Agreement setting forth specific conditions applicable to the issuance of such building permits; and

WHEREAS, this Agreement will facilitate the construction of the Improvements within the boundaries of the PLAT by DEVELOPER during the time that preparation for the recordation of the PLAT of the property is proceeding; NOW, THEREFORE,

IN CONSIDERATION of the promises and mutual covenants hereinafter contained, the parties do agree as follows:

1. The above recitals and representations are true and correct and are incorporated herein.
2. The COUNTY does not object to the issuance of building permits to DEVELOPER for construction of the Improvements, within the boundaries of the PLAT prior to the recordation of said PLAT, subject to the following conditions to assure compliance with the Broward County Land Use Plan:
 - (a) No building permit shall be issued unless and until DEVELOPER shall document payment of the impact fees which are due for construction of the Improvements, pursuant to Chapter 5, Article IX, Broward County Code of Ordinances, the Land Development Code. Said impact fees may be estimated in those instances when the COUNTY is not able to determine actual impact fees at the time of issuance of the building permits; and
 - (b) No certificate of occupancy, which is complementary to the building permits, shall be issued unless and until DEVELOPER records the PLAT, as approved by the Board of County Commissioners ("Board"), in the Official Records of Broward County; and

- (c) Should the DEVELOPER fail to record the PLAT approved by the Board on December 12, 2017, within eighteen (18) months of the date of approval, or otherwise allow the PLAT to expire, any building permits which have been issued by either COUNTY or CITY shall be revoked and DEVELOPER agrees that any Improvements constructed pursuant to such permits shall be removed within three (3) months of expiration of the current PLAT approval unless the PLAT is re-approved within three (3) months and recorded before expiration of the new approval. The COUNTY shall refund all impact fees paid for building permits where the Improvements are demolished.
 - (d) Conditions 2(b) and (c) shall appear on the face of the building permits. However, failure of the permits to so indicate shall not alter any terms of this Agreement or the right to enforce the terms of this Agreement.
 - (e) Nothing in this Agreement shall prejudice the COUNTY's right to impose conditions on approval of the PLAT covering the lands described herein which are required by COUNTY plat ordinances and regulations or are otherwise necessary to insure the public health, safety, and welfare of the residents of Broward County.
3. If the property is located within a municipality, the CITY agrees that any building permits issued for the construction of said Improvements will be issued in accordance with paragraph 2, and the CITY reserves the right to evaluate DEVELOPER's application for building permits for compliance with all existing laws, ordinances, and regulations controlling the issuance of building permits for construction within the CITY. The issuance of building permits shall be at the discretion of the CITY. If the property is located within the unincorporated area, the COUNTY shall issue building permits in accordance with paragraph 2, and reserves the right to evaluate DEVELOPER's application for building permits for compliance with all existing laws, ordinances and regulations controlling the issuance of building permits for construction within the unincorporated area of Broward County.
 4. DEVELOPER agrees not to occupy the Improvements unless and until a certificate of occupancy has been issued.
 5. In those instances when estimated impact fees are paid, they shall be adjusted at the time of PLAT recordation and any underpayment or overpayment shall be taken into consideration.
 6. The DEVELOPER assumes the risks associated with constructing the Improvements prior to PLAT recordation. The issuance of the building permits before final PLAT recordation shall not be considered as a grant to DEVELOPER of any vested right whatsoever for the use, occupancy, or completion of the construction of Improvements within the boundaries of the PLAT nor shall the

COUNTY or the CITY (if the property is in a city) be deemed estopped from enforcing the terms of this Agreement because of the issuance of the building permits or construction completed pursuant to such permits. Furthermore, if the presently approved PLAT expires without the PLAT being recorded, the DEVELOPER shall be required to meet all land development regulations in effect at the time the new plat is submitted and, in addition, said new plat shall be subject to the concurrency determinations in effect at the time of submittal of the new plat.

7. SECURITY - LETTER OF CREDIT.

- (a) DEVELOPER is obligated to maintain with BROWARD COUNTY adequate security in the form of an irrevocable letter of credit in the amount of \$ 46,270.00 which is acceptable to the COUNTY and which will guarantee the DEVELOPER's removal and demolition of all Improvements if DEVELOPER fails to record the PLAT within eighteen (18) months of the date of approval by the Board of County Commissioners.
- (b) In the event DEVELOPER defaults under the terms of this Agreement or the COUNTY receives notice that the security will be canceled by the issuing institution, COUNTY shall be entitled to draw against the security for the amount set forth above, plus costs and interest as set out herein. If COUNTY draws against the security and the amount recovered is less than the amount due, COUNTY may maintain an action against DEVELOPER in a court of competent jurisdiction for the difference between any sums obtained and the amount due, plus costs and interest accrued from the due date at the rate of twelve (12) per cent per annum; or, at the option of the COUNTY, the COUNTY may record a document entitled "Notice of Lien" which shall constitute a lien on the property described in Exhibit "A" in the amount stated above. To the extent that the failed security is attributable to an identified parcel or portion of the PLAT, the Notice of Lien, as set forth above, shall be recorded against and apply only to such parcel or portion of the PLAT. The above provisions shall control such lien, except that the provision regarding subordination of mortgages shall not apply. Such lien may be foreclosed or otherwise enforced by the COUNTY by action or suit in equity as for the foreclosure of a mortgage on real property.
- (c) DEVELOPER shall ensure that the security remains valid and in full force and effect until DEVELOPER's obligations are fully satisfied. Expiration of the security prior to DEVELOPER's satisfaction of such obligations, or notice to Broward County that the security will expire or be canceled prior to DEVELOPER's satisfaction of all obligations hereunder, shall constitute a default of this Agreement.
- (d) In the event the COUNTY determines that the security has been canceled or disaffirmed by the issuing institution, COUNTY may record a document entitled "Notice of Lien" which shall constitute a lien on the property

described in Exhibit "A" for the outstanding balance or stated portion thereof. To the extent that the disaffirmed security is attributable to an identified parcel or portion of the PLAT, the Notice of Lien, as set forth above, shall be recorded against and apply only to such parcel or portion of the PLAT. The above provisions shall control such lien, except that the provision regarding subordination of mortgages shall not apply. If the DEVELOPER provides substitute security in a form acceptable to COUNTY, COUNTY shall release the lien.

- (e) In the event COUNTY draws on the security in accordance with the provisions of this Agreement, DEVELOPER shall be responsible for COUNTY's reasonable costs incurred in drawing against the security.
8. RECORDATION. This Agreement shall be recorded in the Public Records of Broward County, Florida, at the DEVELOPER's expense. Recordation of the PLAT shall be an automatic release of the obligations of DEVELOPER set forth herein. COUNTY shall release the security if the PLAT is not recorded when the Improvements are demolished.
9. VENUE; CHOICE OF LAW. Any controversies or legal issues arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State Courts of the Seventeenth Judicial Circuit of Broward County, Florida, the venue situs, and shall be governed by the laws of the state of Florida.
10. CHANGES TO FORM AGREEMENT. DEVELOPER represents and warrants that there have been no amendments or revisions whatsoever to the form Agreement without the prior written consent of the County Attorney's Office. Any unapproved changes shall be deemed a default of this Agreement and of no legal effect.
11. CAPTIONS AND PARAGRAPH HEADINGS. Captions and paragraph headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope or intent of this Agreement, nor the intent of any provisions hereof.
12. NO WAIVER. No waiver of any provision of this Agreement shall be effective unless it is in writing, signed by the party against whom it is asserted, and any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver.
13. EXHIBITS. All Exhibits attached hereto contain additional terms of this Agreement and are incorporated herein by reference. Typewritten or handwritten provisions inserted in this Agreement or attached hereto shall control all printed provisions in conflict therewith.

14. FURTHER ASSURANCES. The parties hereby agree to execute, acknowledge and deliver and cause to be done, executed, acknowledged and delivered all further assurances and to perform such acts as shall reasonably be requested of them in order to carry out this Agreement.
15. ASSIGNMENT AND ASSUMPTION. DEVELOPER may assign all or any portion of its obligations pursuant to this Agreement to a grantee of the fee title to all or any portion of the property described in Exhibit "A." DEVELOPER agrees that any assignment shall contain a provision which clearly states that such assignment is subject to the obligations of this Agreement and recorded in the public records of Broward County, Florida.
16. AMENDMENTS. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the parties to the Agreement.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice Mayor, authorized to execute same by Board action on the 12 day of December, 2017, DEVELOPER, signing by and through its Division President, duly authorized to execute same, and the CITY, signing by and through its Mayor, duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, through its
BOARD OF COUNTY COMMISSIONERS

County Administrator, as Ex-
Officio Clerk of the Board of
County Commissioners of Broward
County, Florida

By _____ Mayor
____ day of _____, 20____

Approved as to form
Office of County Attorney
Broward County, Florida
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-6968

By [Signature]
Assistant County Attorney
DEPUTY

Maite Azcoitia

5 day of December, 2017



MORTGAGEE (INDIVIDUAL)

Mortgagee, being the holder of a mortgage relating to the parcel(s) described in Exhibit "A" hereby consents and joins in for the purpose of agreeing that its mortgage shall be subordinated to the foregoing Agreement.

Witnesses:

(Signature)
Print name: _____

Name of Mortgagee (Individual)

(Signature)
Print name: _____

(Signature)
Print name: _____
Print address: _____

____ day of _____, 20__

ACKNOWLEDGMENT - INDIVIDUAL

STATE OF)
) SS.
COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by _____ who is
 personally known to me, or
 produced identification. Type of identification produced _____.

NOTARY PUBLIC:

(Seal)

Print name:

My commission expires:

MORTGAGEE-CORPORATION/PARTNERSHIP

Mortgagee, being the holder of a mortgage relating to the parcel(s) described in Exhibit "A" hereby consents and joins in for the purpose of agreeing that its mortgage shall be subordinated to the foregoing Agreement.

Witnesses (if partnership):

_____	_____
(Signature)	Name of Mortgagee (corporation/partnership)
Print name: _____	By _____
_____	(Signature)
(Signature)	Print name: _____
Print name: _____	Title: _____
_____	Address: _____
_____	_____
_____ day of _____, 20__	

ATTEST (if corporation):

_____ (CORPORATE SEAL)
 (Secretary Signature)
 Print Name of Secretary: _____

ACKNOWLEDGMENT - CORPORATION/PARTNERSHIP

STATE OF _____)
) SS.
 COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____, as _____ of _____, a _____ corporation/partnership, on behalf of the corporation/ partnership. He or she is:

- personally known to me, or
- produced identification. Type of identification produced _____.

(Seal) NOTARY PUBLIC:

 My commission expires: Print name:



CITY
(If Property is located within a City)

WITNESSES:

Michael Blazyn
Jina M. Wheatley

ATTEST:

Christina Touzel
City Clerk

CITY of Tamarac

By Michelle J.
Mayor-Commissioner

1 day of December, 2017

By [Signature]
City Manager

30 day of November, 2017

APPROVED AS TO FORM:

By [Signature]
City Attorney

Tamarac



EXHIBIT "A"

LEGAL DESCRIPTION

POD F:

A PARCEL OF LAND LYING IN SECTION 4, TOWNSHIP 49 SOUTH, RANGE 41 EAST, BEING A PORTION OF TRACT "E", LAND SEC. 4 GOLF COURSE PLAT, AS RECORDED IN PLAT BOOK 88, PAGE 20, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE WESTERNMOST SOUTHWEST CORNER OF SAID TRACT "E", SAID POINT ALSO BEING A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF NW 80TH AVENUE AS DESCRIBED IN OFFICIAL RECORDS BOOK 6450, PAGE 688, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE, NORTH 19°33'47" EAST, ALONG SAID EASTERLY LINE, A DISTANCE OF 325.00 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE TO THE WEST, HAVING A RADIUS OF 1,165.00 FEET AND A CENTRAL ANGLE OF 22°50'52"; THENCE, NORTHERLY ALONG THE ARC OF SAID CURVE, AND THE EASTERLY LINE OF NW 80TH AVENUE, AN ARC DISTANCE OF 464.57 FEET; THENCE, RADially TO THE AFOREMENTIONED CURVE, NORTH 86°42'55" EAST, A DISTANCE OF 56.84 FEET TO A POINT ON THE ARC OF A CIRCULAR CURVE, CONCAVE TO THE SOUTH, HAVING A RADIUS OF 45.00 FEET AND A CENTRAL ANGLE OF 201°57'06"; A RADIAL LINE BEARS FROM SAID POINT SOUTH 57°38'17" EAST; THENCE, EASTERLY AND SOUTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 158.61 FEET TO A POINT ON THE ARC OF A CIRCULAR CURVE, CONCAVE TO THE WEST, HAVING A RADIUS OF 175.00 FEET AND A CENTRAL ANGLE OF 17°45'41"; A RADIAL LINE BEARS FROM SAID POINT SOUTH 89°25'51" WEST; THENCE, SOUTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 54.25 FEET; THENCE, SOUTH 68°20'38" EAST, A DISTANCE OF 110.21 FEET TO A POINT ON THE ARC OF A CIRCULAR CURVE, CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 285.58 FEET AND A CENTRAL ANGLE OF 20°41'11"; A RADIAL LINE BEARS FROM SAID POINT NORTH 71°06'14" WEST; THENCE, SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 103.11 FEET TO A POINT ON THE ARC OF A CIRCULAR CURVE, CONCAVE TO THE WEST, HAVING A RADIUS OF 1,340.00 FEET AND A CENTRAL ANGLE OF 12°05'29"; A RADIAL LINE BEARS FROM SAID POINT NORTH 82°31'42" WEST; THENCE, SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 282.79 FEET TO THE POINT OF TANGENCY; THENCE, SOUTH 19°33'47" WEST, A DISTANCE OF 205.06 TO A POINT ON THE ARC OF A CIRCULAR CURVE, CONCAVE TO THE WEST, HAVING A RADIUS OF 150.00 FEET AND A CENTRAL ANGLE OF 58° 21'23"; A RADIAL LINE BEARS FROM SAID POINT SOUTH 72°41'50" WEST; THENCE, SOUTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 152.78 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID TRACT "E"; THENCE, NORTH 70°26'13" WEST, ALONG SAID SOUTHERLY LINE, A DISTANCE OF 169.56 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE TO THE EAST, HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 90°00'00"; THENCE, WESTERLY AND NORTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 39.27 FEET TO THE POINT OF BEGINNING.

SAID LANDS LYING AND BEING IN THE CITY OF TAMARAC, BROWARD COUNTY, FLORIDA.

EXHIBIT "B"

LIST OF IMPROVEMENTS

Permits for 2 Model Homes and Sales Center on Pod F.