

Return recorded copy to:

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

Document prepared by:

James S. Giolda  
2300 Glades Road  
Suite 202E  
Boca Raton, FL 33431

**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

JKM TV MF1, 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 Tamarac Village Plat, Plat No./Clerk's File No. \_\_\_\_\_, hereinafter referred to as the "PLAT," which was approved by the Board of County Commissioners on November 13, 2018; 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 November 13, 2018, 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 November 13 \_\_\_\_\_, 2018, 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 \$ \_\_\_\_\_ 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 \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, DEVELOPER, signing by and through its \_\_\_\_\_, duly authorized to execute same, and the CITY, signing by and through its \_\_\_\_\_, 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 \_\_\_\_\_  
Assistant County Attorney  
\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_









**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):

N/A

(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:

Lina M. Wheatley  
Kimberly Dillo

ATTEST:

Chricia Jewell  
City Clerk

CITY of Tamarac

By A. Drule  
Mayor-Commissioner

22 day of October, 2018

By [Signature]  
City Manager

19<sup>th</sup> day of October, 2018

APPROVED AS TO FORM:

By [Signature]  
City Attorney

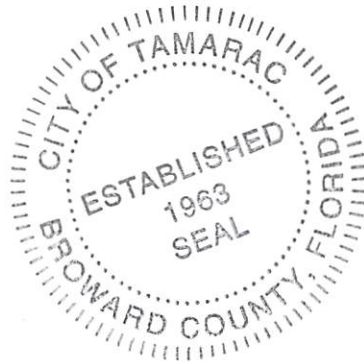


EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL D

A PORTION OF LOTS 1 THROUGH 10, INCLUSIVE, BLOCK 10, LYONS COMMERCIAL SUBDIVISION UNIT NO. 2, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 69, PAGE 43 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHERLY MOST NORTHWEST CORNER OF SAID LOT 10, BLOCK 10; THENCE NORTH 89°36'02" EAST, ON THE NORTH LINE OF SAID BLOCK 10, SAID LINE ALSO BEING THE SOUTH RIGHT-OF-WAY LINE OF N.W. 57TH STREET, ACCORDING TO SAID PLAT, A DISTANCE OF 1045.57 FEET; THENCE SOUTH 00°00'00" WEST, A DISTANCE OF 292.96 FEET; THENCE SOUTH 89°36'02" WEST, ALONG THE NORTH RIGHT-OF-WAY LINE OF COMMERCIAL BOULEVARD, ACCORDING TO OFFICIAL RECORDS BOOK 7462 AT PAGES 352, 339, 344, 352, 347, 349 357 AND 329 OF SAID PUBLIC RECORDS, A DISTANCE OF 187.39 FEET; THENCE NORTH 74°45'26" WEST, A DISTANCE OF 51.92 FEET; THENCE SOUTH 89°36'02" WEST, A DISTANCE OF 130.00 FEET; THENCE NORTH 45°23'58" WEST, A DISTANCE OF 42.43 FEET; THENCE SOUTH 00°23'58" EAST, A DISTANCE OF 14.00 FEET; THENCE SOUTH 89°36'02" WEST, A DISTANCE OF 100.00 FEET; THENCE SOUTH 44°36'02" WEST, A DISTANCE OF 42.43 FEET; THENCE SOUTH 89°36'02" WEST, ALONG THE NORTH RIGHT-OF-WAY LINE OF COMMERCIAL BOULEVARD, ACCORDING TO OFFICIAL RECORDS BOOK 7462 AT PAGES 352, 339, 344, 352, 347, 349 357 AND 329 OF SAID PUBLIC RECORDS, A DISTANCE OF 310.61 FEET; THENCE NORTH 00°23'58" WEST ON THE EAST LINE OF SAID LOT 10, A DISTANCE OF 8.88 FEET; THENCE SOUTH 89°36'02" WEST, ALONG THE NORTH RIGHT-OF-WAY OF COMMERCIAL BOULEVARD, ACCORDING TO OFFICIAL RECORDS BOOK 44307 AT PAGE 130 OF SAID PUBLIC RECORDS, A DISTANCE OF 196.42 FEET; THENCE NORTH 45°54'46" WEST, A DISTANCE OF 42.04 FEET; THENCE NORTH 01°25'35" WEST, A DISTANCE OF 229.20 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE NORTHEASTERLY ON THE ARC OF SAID CIRCULAR CURVE, HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 91°02'37", A DISTANCE OF 39.72 FEET TO THE POINT OF BEGINNING 1 (THE LAST TWO COURSES BEING COINCIDENT WITH THE WEST LINE OF SAID LOT 10).

SAID LANDS SITUATE IN THE CITY OF TAMARAC, BROWARD COUNTY, FLORIDA AND CONTAIN 303,620 SQUARE FEET, MORE OR LESS.

**EXHIBIT "B"**

**LIST OF IMPROVEMENTS**

In accordance with the approved Site Plan and PD Agreement for the Tamarac Village Project per City of Tamarac Ordinance 2018-10, the following vertical improvements are included within this Agreement:

- Clubhouse Building consisting of approximately 8,885 SF. within two (2) stories;
- In-Ground pool consisting of approximately 2,260 SF;
- Paver Pool Deck consisting of approximately 6,500 SF;
- Residential Building 1 consisting of 64,788 SF. (or 41 units) within four (4) stories;
- Residential Building 2 consisting of 32,600 SF. (or 21 units) within four (4) stories;
- Residential Building 3 consisting of 32,600 SF. (or 21 units) within four (4) stories;
- Residential Building 4 consisting of 32,600 SF. (or 21 units) within four (4) stories;
- Residential Building 5 consisting of 44,060 SF. (or 32 units) within four (4) stories;
- Residential Building 6 consisting of 61,014 SF. (or 43 units) within four (4) stories;
- Residential Building 7 consisting of 44,060 SF. (or 32 units) within four (4) stories.