

Return recorded copy to:

Development Management Division
1 North University Drive
Plantation, FL 33324

Document prepared by:
Christina Bilenki, Esq.
Dunay, Miskel & Backman LLP
14 SE 4th Street, Suite 36
Boca Raton, FL 3343

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

TOLL SOUTHEAST INC., its successors and assigns, hereinafter referred to as "DEVELOPER."

[AND IF PROPERTY IS LOCATED WITHIN A MUNICIPALITY]

The CITY of Deerfield Beach, 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 Deerfield Crossing Plat, Plat No./Clerk's File No. 016-MP-18, hereinafter referred to as the "PLAT," which was approved by the Board of County Commissioners on May 21, 2019; 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 _____, 20___, 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 May 21, 2019, 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 \$ 151,560 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 Senior Vice President, duly authorized to execute same, and the CITY, signing by and through its Mayor and City Manager, 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 Benjamin Crego
Assistant County Attorney
Benjamin D. Crego

15 day of May, 2019

DEVELOPER-INDIVIDUAL

Witnesses:

(Signature)
Print name: _____

(Signature)
Print name: _____

Name of Developer (Individual)

(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:

DEVELOPER-CORPORATION/PARTNERSHIP

Witnesses (if partnership):

(Signature) [Handwritten Signature]
Print name: Stuart Gordon

(Signature) [Handwritten Signature]
Print name: Charlene Anderson

Toll Southeast Inc.

Name of Developer (corporation/partnership)

By [Handwritten Signature]
(Signature)

Print name: Donald Barnes

Title: Sr. VP

Address: 3970 W. Indiantown Road
Jupiter, FL 33478

30th day of April, 2019

ATTEST (if corporation):

(Secretary Signature)
Print Name of Secretary: _____

(CORPORATE SEAL)

ACKNOWLEDGMENT - CORPORATION/PARTNERSHIP

STATE OF FLORIDA)
) SS.
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 30th day of April, 2019, by Donald Barnes, as Sr. VP of Toll Southeast Inc., a Delaware corporation/partnership, on behalf of the corporation/ partnership. He or she is:

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

(Seal)

My commission expires:



CHARLENE ANDERSON
MY COMMISSION # FF 997180
EXPIRES: September 28, 2020
Bonded Thru Budget Notary Services

NOTARY PUBLIC:

[Handwritten Signature]

Print name: Charlene Anderson

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: _____

(Signature)
Print name: _____

Name of Mortgagee (Individual)

(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:

[Signature]

[Signature]

ATTEST:

[Signature]
Samantha Gillyard, City Clerk

CITY of Deerfield Beach

By [Signature]
Bill Ganz, Mayor

7 day of May, 2019

By [Signature]
David Santucci, Interim City Manager

8 day of May, 2019

APPROVED AS TO FORM:

for By [Signature]
Andrew Maurodis, City Attorney

EXHIBIT "A"

LEGAL DESCRIPTION

A PARCEL OF LAND IN SECTION 2, TOWNSHIP 48 SOUTH, RANGE 42 EAST, CITY OF DEERFIELD BEACH, BROWARD COUNTY, FLORIDA, SAID PARCEL OF LAND BEING SPECIFICALLY DESCRIBED AS FOLLOWS:

FROM THE SOUTHWEST CORNER OF SAID SECTION 2, BEAR NORTH 0115'00" WEST, ALONG THE WEST LINE OF SAID SECTION, A DISTANCE OF 2057.54 FEET; THENCE DUE EAST, A DISTANCE OF 2004.66 FEET TO THE POINT OF BEGINNING, SAID POINT ALSO BEING A POINT ON A CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 1590.00 FEET, A CENTRAL ANGLE OF 1314'33", A CHORD BEARING OF NORTH 05'27'46" WEST AND A CHORD DISTANCE OF 366.66 FEET; SAID CURVE BEING THE EAST RIGHT-OF-WAY LINE OF CENTURY BOULEVARD SOUTH; THENCE NORTHERLY, ALONG THE ARC OF SAID CURVE, A DISTANCE OF 367.49 FEET TO THE END OF SAID CURVE: THENCE DUE EAST, A DISTANCE OF 157.02 FEET; THENCE NORTH 53'41'57" EAST, A DISTANCE OF 261.81 FEET; THENCE DUE EAST, A DISTANCE OF 195.00 FEET; THENCE SOUTH 49'56'00" EAST, A DISTANCE OF 337.12 FEET; THENCE NORTH 73'45'31" EAST, A DISTANCE OF 108.04 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF MILITARY TRAIL; THENCE SOUTH 16'14'29" EAST, ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 200.76 FEET TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 1160.00 FEET, A CENTRAL ANGLE OF 44'36'39" AND A CHORD BEARING OF SOUTH 06'03'50" WEST, SAID CURVE BEING ON SAID RIGHT-OF-WAY LINE, THENCE SOUTHERLY, ALONG THE ARC OF SAID CURVE, A DISTANCE OF 903.18 THE POINT OF TANGENCY; THENCE SOUTH 28'22'10" WEST, A DISTANCE OF 542.02 FEET; THENCE NORTH 88'00'00" WEST, A DISTANCE OF 145.40 FEET; THENCE NORTH 59'48'59" WEST, A DISTANCE OF 113.37 FEET; THENCE NORTH 25'21'25" WEST, A DISTANCE OF 254.52 FEET; THENCE NORTH 05'11'40" EAST, A DISTANCE OF 110.45 FEET; THENCE NORTH 34'49'28" EAST, A DISTANCE OF 140.09 FEET; THENCE NORTH 07'04'35" EAST, A DISTANCE OF 146.11 FEET; THENCE NORTH 38'14'47" EAST, A DISTANCE OF 108.23 FEET; THENCE NORTH 66'08'58" EAST, A DISTANCE OF 103.87 FEET; THENCE NORTH 00'23'18" WEST, A DISTANCE OF 295.01 FEET; THENCE NORTH 25'50'12" WEST, A DISTANCE OF 105.55 FEET; THENCE SOUTH 75'52'44" WEST, A DISTANCE OF 163.95 FEET; THENCE NORTH 67'42'03" WEST, A DISTANCE OF 192.39 FEET; THENCE DUE WEST, A DISTANCE OF 128.11 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF CENTURY BOULEVARD SOUTH AND THE POINT OF BEGINNING.

SAID LANDS CONTAINING NET 992,330 SQUARE FEET OR 22.78 ACRES, MORE OR LESS.

OR GROSS 1,092,485 SQUARE FEET OR 25.1 ACRES. MORE OR LESS. (INCLUDING THE HALF(1/2) RIGHT-OF-WAY OF MILITARY TRAIL (STATE ROAD 809) AND THE HALF (1/2) RIGHT-OF-WAY OF SOUTH CENTURY BOULEVARD).

EXHIBIT "B"

LIST OF IMPROVEMENTS

Construction for two (2) buildings which will house model units, as identified by lot numbers 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86 & 87 on the Plat, along with the clubhouse/cabana and recreational area with pool and tot lot, and entrance gate and related structures.