

Return recorded copy to:

Urban Planning Division
1 North University Drive, Box 102
Plantation, FL 33324

Document prepared by:
Shari C. Wallen, Esq.
City of Fort Lauderdale
City Attorney's Office
1 E. Broward Blvd., Suite 1605
Fort Lauderdale, FL 33301

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 PERFORMED.

**AGREEMENT FOR THE ISSUANCE OF BUILDING PERMITS
AFTER COMPLETED PLAT APPLICATION
FOR ESSENTIAL GOVERNMENTAL FACILITIES**

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

The City of Fort Lauderdale, a municipal corporation, created and existing under the laws of the state of Florida, hereinafter referred to as "City."

Recitals

A. City is the owner of a certain parcel of land, described in Exhibit A attached hereto and known as the Prospect Lake Clean Water Center, Plat No./Clerk's File No. 027-MP-23, hereinafter referred to as the "Plat," that will go before the Board of County Commissioners "Board".

B. City is now desirous of obtaining building permits so that City may construct the "Improvements" set forth in Exhibit B within the boundaries of said Plat.

C. The Improvements include, but are not limited to, the construction of a water treatment plant that will supply water to the City of Fort Lauderdale.

D. Section 5-187, Broward County Code of Ordinances, authorizes the Board to allow building permits to be issued for an essential governmental facility after plat application, where the Board finds that immediate construction of the governmental

facility is essential to the health, safety, or welfare of the public and where the Board determines that public facilities and service will be available at the adopted level of service concurrent with the impact of the development of the governmental facility.

E. Article 4.4(B) of the Administrative Rules Document: BrowardNext states that a local government may grant an application for a building permit for the construction of a principal building on a parcel of land which meets the following criteria:

A building permit may be issued for an essential governmental facility after preliminary plat review where the Board of County Commissioners finds that immediate construction of the governmental facility is essential to the health, safety, or welfare of the public and where the Board determines that public facilities and services will be available at the adopted level of service standards concurrent with the impact of the development of the governmental facility. Such a finding shall be made by resolution if Broward County is the government seeking to construct the facility and issue the permit; and by agreement with the affected units of local government in other circumstances. A certificate of occupancy shall not be issued until the plat is recorded.

Provided that in addition to meeting the above criteria, the issuance of the building permit shall be subject to all of the following: (A) Compliance with the applicable land development regulations; and (B) Any land within the lot or parcel which is necessary to comply with the Broward County Trafficways Plan has been conveyed to the public by deed or grant of easement.

The Plat contains a governmental facility that is essential to the health, safety, or welfare of the public.

F. On December 12, 2023, the Board authorized the issuance of building permits to City for construction of said Improvements within the boundaries of the Plat prior to the Plat's recordation.

G. City shall be required to pay actual or estimated impact fees to County for the Improvements which City wishes to construct prior to issuance of the building permits.

H. Pursuant to Section 4.4(B) of the Administrative Rule Document: BrowardNEXT, 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.

I. This Agreement will facilitate the construction of the Improvements within the boundaries of the Plat by City during the time that preparation for the recordation of the Plat of the property is proceeding.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The above recitals and representations are true and correct and are incorporated herein.
2. County does not object to the issuance of building permits by City for construction of the Improvements within the boundaries of the Plat prior to the approval and 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 City shall document payment of any 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 associated with the building permits issued for construction of the Improvements within the boundaries of the Plat, shall be issued unless and until City shall record in the Official Records of Broward County said Plat, which has been approved by the Board; and
 - (c) In the event that the Plat is approved by the Board, should City fail to record the approved Plat within eighteen (18) months after the date of approval, or otherwise allow the Plat to expire, any building permits that have been issued by either County or City shall be revoked, and City agrees that any Improvements constructed pursuant to such permits shall be removed within three (3) months after expiration of said Plat approval unless the Plat is re-approved within three (3) months and recorded before expiration of the new approval. County shall refund any 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 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. City agrees that any building permits issued for the construction of the Improvements will be issued in accordance with paragraph 2 above. The issuance of building permits shall be at the discretion of City.
4. City agrees not to occupy the buildings in Exhibit "A" where the Improvements are located, 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. City assumes the risks associated with constructing the Improvements prior to Plat approval and recordation. The issuance of the building permits before final Plat approval and recordation shall not be considered as a grant to City of any vested right whatsoever for the use, occupancy, or completion of the construction of Improvements within the boundaries of the Plat, nor shall County 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 subsequently approved Plat expires without the Plat being recorded, City shall be required to meet all land development regulations in effect at the time the new Plat application 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 application.
7. GUARANTEE.
 - (a) Prior to recordation of this Agreement, City shall provide County with a certified resolution, duly adopted by City, which guarantees City's removal and demolition of all Improvements if City fails to record the Plat within eighteen (18) months of the date of approval by the Board, subject to Paragraph 2.c. herein.
 - (b) City is a governmental agency and is not required to provide County with security such as a cash bond or irrevocable letter of credit, which guarantees City's performance of the obligations set forth in this Agreement. However, in the event that City conveys, assigns, leases, or otherwise grants any interest in the property described in Exhibit "A" to another party prior to completion of the Improvements described in Exhibit "B," then City shall require such party to enter into an agreement and deliver security, such as a cash bond or an irrevocable letter of credit, in a form acceptable to County, which guarantees the removal and demolition of all Improvements if the Plat is not recorded within eighteen (18) months of the date of approval by the Board.

- (c) City agrees not to obtain or issue any certificates of occupancy prior to completion of the applicable Improvements as set forth in Exhibit "B."
 - (d) In the event that City's Resolution securing the Improvements is repealed or is disaffirmed, County shall send notice to City according to the notice provisions of this Agreement and City shall have one (1) month from the date of such notice to provide a substitute guarantee in a form acceptable to County. If City fails to provide acceptable substitute guarantee County may, at its option, declare a default under this Agreement.
8. NOTICE. Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or by hand-delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same, as set forth herein, until changed in writing in the manner provided in this section. For the present, the parties designate the following:

For County:

Broward County Urban Planning Division
1 North University Drive, Box 102
Plantation, Florida 33324

For City:

City Manager
City of Fort Lauderdale
101 NE Third Avenue, 14th Floor
Fort Lauderdale, FL 33301
Email: gchavarria@fortlauderdale.gov

Christopher Cooper
700 NW 19th Avenue
Fort Lauderdale FL 33311
Email: ccooper@fortlauderdale.gov

With a copy to:

City Attorney
City of Fort Lauderdale
1 East Broward Blvd., Suite 1605
Fort Lauderdale, FL 33301
Email: cityattorney@fortlauderdale.gov

9. RECORDATION. This Agreement, and any releases regarding this Agreement, shall be recorded in the Public Records of Broward County, Florida, at City's expense. Recordation of the approved Plat shall be an automatic release of the obligations set forth in this Agreement of City, its assigns, successors, and any subsequent property owners of the property located on Exhibit "A" and recording of the Plat shall automatically terminate this Agreement. If the Plat is not recorded, after the Improvements are demolished by City, County shall record a Release in the Public Records of Broward County releasing and cancelling this Agreement to release the guarantee.
10. VENUE; CHOICE OF LAW. City and County agree that venue for any controversies or legal issues arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be in the State Courts of the Seventeenth Judicial Circuit of Broward County, Florida. This Agreement shall be interpreted and construed in accordance with, and governed by, the laws of the state of Florida.
11. CHANGES TO FORM AGREEMENT. City 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.
12. 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.
13. 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.
14. 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.
15. 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.
16. ASSIGNMENT AND ASSUMPTION. City 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." City 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.

17. COUNTERPARTS AND MULTIPLE ORIGINALS. This Agreement may be executed in multiple originals, and may be executed in counterparts, whether signed physically or electronically, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.
18. 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.
19. SOVEREIGN IMMUNITY. Except as may otherwise be deemed to be waived by entering into the Agreement, nothing contained herein is intended nor shall be construed to waive City or County's rights to Sovereign Immunity under the common law or Section 768.28, Florida Statutes, as may be amended from time to time.
20. WAIVER OF JURY TRIAL. **BY ENTERING INTO THIS AGREEMENT, THE PARTIES HEREBY EXPRESSLY WAIVE ANY AND ALL RIGHTS EITHER PARTY MIGHT HAVE TO A TRIAL BY JURY OF ANY ISSUES RELATED TO THIS AGREEMENT.**

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: County signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the ____ day of _____, 20__, and City, signing by and through its Mayor, duly authorized to execute same.

COUNTY

Attest:

Broward County, by and through
its Board of County Commissioners

County Administrator, as

ex officio Clerk of the

Board of County Commissioners

By _____
Mayor

____ day of _____, 20__

Approved as to form by
Broward County Attorney
115 South Andrews Avenue, Suite 423
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600

By MAITE Digitally signed by MAITE
AZCOITIA
Date: 2023.11.14
09:54:54 -05'00'
AZCOITIA (Date)

Assistant County Attorney

CITY

Attest:

City of Fort Lauderdale, a Florida municipal corporation

By: DRS

David R. Solomon, City Clerk

By: Dean J. Trantalis

Dean J. Trantalis, Mayor-Commissioner

Nov day of Nov, 20 23

(SEAL)



By: Susan

Greg Chavarria, City Manager

8th day of November, 20 23

Approved as to form and Correctness:
Thomas J. Ansbro, City Attorney

By: Shari C. Wallen

Shari C. Wallen, Assistant City Attorney

8th day of November, 20 23

EXHIBIT "A"

LEGAL DESCRIPTION

A PORTION OF TRACTS "B" AND "C", "PALM AIRE VILLAGE 4TH SECTION", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 96, PAGE 35, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; AND A PORTION OF THE SOUTHEAST 1/4 OF SECTION 7, TOWNSHIP 49 SOUTH, RANGE 42 EAST, BROWARD COUNTY, FLORIDA; AND A PORTION OF TRACTS 8 AND 9, BLOCK 96, AND THE RIGHT-OF-WAY ADJACENT THERETO, "PALM BEACH FARMS COMPANY PLAT NO. 3", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 54, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, ALL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID TRACT "C", "PALM AIRE VILLAGE 4TH SECTION"; THENCE SOUTH 00°51'00" EAST ALONG THE WEST LINE OF SAID TRACT "C" 476.90 FEET TO A POINT ON A LINE 50 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF SAID TRACT "C"; THENCE NORTH 89°53'18" EAST ALONG SAID PARALLEL LINE 588.34 FEET TO A POINT ON A LINE 85 FEET EAST OF AND PARALLEL TO THE WEST LINE OF SAID TRACT "B"; THENCE SOUTH 01°44'09" EAST ALONG SAID PARALLEL LINE 328.78 FEET TO A POINT ON A LINE 50 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF SAID TRACT "B"; THENCE SOUTH 89°54'28" EAST ALONG SAID PARALLEL LINE 1234.47 FEET TO A POINT ON THE NORTHERLY EXTENSION OF THE EAST LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SOUTHEAST 1/4 OF SECTION 7; THENCE SOUTH 01°48'11" EAST ALONG SAID NORTHERLY EXTENSION AND SAID EAST LINE 716.41 FEET TO THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SOUTHEAST 1/4 OF SECTION 7; THENCE NORTH 89°30'01" WEST ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SOUTHEAST 1/4 OF SECTION 7 FOR 660.34 FEET TO THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SOUTHEAST 1/4 OF SECTION 7; THENCE NORTH 01°46'11" WEST ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SOUTHEAST 1/4 OF SECTION 7 FOR 401.54 FEET TO A POINT ON A LINE 260 FEET SOUTH OF AND PARALLEL TO SAID SOUTH LINE OF TRACT "B"; THENCE NORTH 89°54'28" WEST ALONG SAID PARALLEL LINE 1013.12 FEET TO A POINT ON A LINE 182.50 FEET EAST OF AND PARALLEL TO THE EAST LINE OF SAID "PALM BEACH FARMS COMPANY PLAT NO. 3"; THENCE SOUTH 00°51'00" EAST ALONG SAID PARALLEL LINE 394.13 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SOUTHEAST 1/4 OF SECTION 7; THENCE NORTH 89°30'01" WEST ALONG SAID SOUTH LINE 160.04 FEET TO A POINT ON A LINE 22.50 FEET EAST OF AND PARALLEL TO SAID EAST LINE OF "PALM BEACH FARMS COMPANY PLAT NO. 3"; THENCE SOUTH 00°51'00" EAST ALONG SAID PARALLEL LINE 626.63 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF WEST PROSPECT ROAD;

THENCE NORTH 89°06'44" WEST ALONG SAID RIGHT-OF-WAY LINE 70.03 FEET TO A POINT ON A LINE 47.50 FEET WEST OF AND PARALLEL TO SAID EAST LINE OF "PALM BEACH FARMS COMPANY PLAT NO. 3"; THENCE NORTH 00°51'00" WEST ALONG SAID PARALLEL LINE 2131.15 FEET TO A POINT ON THE WESTERLY EXTENSION OF THE NORTH LINE OF SAID TRACT "C"; THENCE NORTH 89°16'32" EAST ALONG SAID LINE 70.00 FEET TO THE POINT OF BEGINNING.

SAID LANDS LYING AND BEING IN THE CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA, AND CONTAINING 28.459 ACRES, MORE OR LESS.

EXHIBIT "B"

LIST OF IMPROVEMENTS

Prospect Lake Clean Water Center which also includes the following:

Administration Building – totaling approximately 9,878 SF of administrative office, warehouse/storage and laboratory use.

Nanofiltration Building – totaling approximately 15,322 SF.