

Return recorded copy to:

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

Document prepared by:

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 APPROVAL AND RECORDATION
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 Fort Lauderdale Police Headquarters Plat, Plat No. 022-MP-22/Clerk's File No. _____, hereinafter referred to as the "Plat," which was approved by the Board of County Commissioners "Board" on _____, 20____.

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. Article 4.3 "In Addition" (B) of the Administrative Rules Document: Broward Next states:

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.

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

E. On _____, 20____, 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.

F. 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.

G. Pursuant to Section 4.3(B) of the Administrative Rules 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.

H. 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 complementary to the building permits, 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 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. 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 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.

- (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.
- (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 substitute security in a form acceptable to County. If City fails to provide acceptable substitute security, 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:

Development Services Department
700 NW 19th Avenue
Fort Lauderdale, Florida 33311

9. RECORDATION. 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 of City set forth herein. If the Plat is not recorded, County shall release the security when the Improvements are demolished.
10. 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 sitis, and shall be 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.

[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 _____
Assistant County Attorney
____ day of _____, 20__

CITY

Attest:

City of Fort Lauderdale

City Clerk

By _____
Mayor-Commissioner
____ day of _____, 20__

By _____
City Manager
____ day of _____, 20__

Approved as to form:

By _____
City Attorney
____ day of _____, 20__

EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL 1

LOTS 1, 2, 3 AND 4, BLOCK 125, WAVERLY PLACE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 19, PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; SAID LANDS SITUATE, LYING AND BEING IN BROWARD COUNTY, FLORIDA, PURSUANT TO FINAL ORDER OF TAKING ENTERED IN CITY OF FORT LAUDERDALE, ET AL., V. SWEET MORNINGS, LLC ET AL., CASE NO. CACE 21011148, IN AND FOR THE CIRCUIT COURT OF THE 17th JUDICIAL CIRCUIT IN AND FOR BROWARD COUNTY, FLORIDA AS RECORDED ON JANUARY 18, 2022 UNDER INSTRUMENT NO. 117873323 OF THE PUBLIC RECORDS OF BROWARD COUNTY; FLORIDA.

PARCEL 2

N 855 FEET OF LOT 7 LESS RD, N 900 FEET OF LOT 8 LESS RD, & N 850 FEET OF LOT 9 LESS RD, VALENTINES SUBDIVISION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK B, PAGE 29 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, TOGETHER WITH BLOCKS 117 AND 118 AND LOTS 5 TO 28 BLOCK 125 OF WAVERLY PLACE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGE 19, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; SAID LANDS LYING AND BEING IN BROWARD COUNTY, FLORIDA.

LESS AND EXCEPT

THE NORTH 14.25 FEET OF LOT 24, BLOCK 125, WAVERLY PLACE, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGE 18, PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, SAID LANDS LYING AND BEING IN BROWARD COUNTY, FLORIDA. SEE ORDER OF TAKING, DIVISION OF ADMINISTRATION, STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION V. RON M. BRACEY, JR., ET AL., CASE NO. 78-8810, IN THE CIRCUIT COURT IN AND FOR BROWARD COUNTY, FLORIDA.

THE NORTH 14.19 FEET OF LOT 17 AND NORTH 14.2 (ILLEGIBLE) OF LOT 18, BLOCK 125, WAVERLY PLACE, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGE 18, PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, SAID LANDS LYING AND BEING IN BROWARD COUNTY, FLORIDA AND AS RECORDED DEED BOOK 790, PAGE 261.

THE NORTH 14.25 FEET OF LOTS 20 AND 21, BLOCK 125, WAVERLY PLACE, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGE 18, PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, SAID LANDS LYING AND BEING IN BROWARD COUNTY, FLORIDA AND RECORDED IN DEED BOOK 790, PAGE 227.

THE NORTH 14.23 FEET OF LOT 19, BLOCK 125, WAVERLY PLACE, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGE 18, PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, SAID LANDS LYING AND BEING IN BROWARD COUNTY, FLORIDA AND AS RECORDED IN DEED BOOK 790, PAGE 267.

THE NORTH 14.33 FEET OF LOT 25 AND THE NORTH 14.35 FEET OF LOTS 26, 27 AND 28, BLOCK 125, WAVERLY PLACE, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGE 18, PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, SAID LANDS LYING AND BEING IN BROWARD COUNTY, FLORIDA AND AS RECORDED IN DEED BOOK 790, PAGE 303. (NOTE: IN 1978, MINNIE LEE WRIGHT, WIDOW OF F.G. WRIGHT, CONVEYED THE SAME PARCELS TO THE STATE OF FLORIDA IN OFFICIAL RECORDS BOOK 7575, PAGE 733

THE NORTH 14.27 FEET OF LOT 22 AND THE NORTH 14.29 OF LOT 23, BLOCK 125, WAVERLY PLACE, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGE 18, PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, SAID LANDS LYING AND BEING IN BROWARD COUNTY, FLORIDA AND AS RECORDED IN DEED BOOK 790, PAGE 317.

THE NORTH 14 (ILLEGIBLE). FEET OF LOT 15 AND THE (ILLEGIBLE) OF LOT 16, BLOCK 125, WAVERLY PLACE, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGE 18, PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, SAID LANDS LYING AND BEING IN BROWARD COUNTY, FLORIDA AND AS RECORDED IN DEED BOOK 790, PAGE 287.

PARCEL 3

THAT 10 FOOT ALLEY ABUTTING LOTS 5 THROUGH 24, INCLUSIVE, BLOCK 125, WAVERLY PLACE, AS RECORDED IN PLAT BOOK 2, PAGE 19, PUBLIC RECORDS OF DADE COUNTY, FLORIDA, SAID LANDS LYING AND BEING IN BROWARD COUNTY, FLORIDA. SAID ALLEY WAS VACATED PURSUANT TO ORDINANCE NO. 86-21 AND RECORDED IN OFFICIAL RECORDS BOOK 13309, PAGE 543 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

PARCEL 4

A PORTION OF SW FIRST STREET (WHICH I ASSUME IS FLORIDA STREET) LYING 100 FEET WEST OF SW 12th AVENUE AND DESCRIBED AS THAT RIGHT OF WAY LYING BETWEEN LOTS 15 THROUGH 24, BLOCK 118, INCLUSIVE AND LOTS 5 THROUGH 14, INCLUSIVE, BLOCK 125, WAVERLY PLACE, AS RECORDED IN PLAT BOOK 2, PAGE 19, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, SAID LANDS LYING AND BEING IN BROWARD COUNTY, FLORIDA. SAID RIGHT OF WAY WAS VACATED PURSUANT TO ORDINANCE NO. 86-22 AND RECORDED IN OFFICIAL RECORDS BOOK 13309, PAGE 545 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA

PARCEL 5

THAT 10 FOOT ALLEY, BLOCK 118, WAVERLY PLACE, AS RECORDED IN PLAT BOOK 2, PAGE 19, PUBLIC RECORDS OF DADE COUNTY, FLORIDA, SAID LANDS LYING AND BEING IN BROWARD COUNTY, FLORIDA. SAID ALLEY WAS VACATED PURSUANT TO ORDINANCE NO. 86-23 AND RECORDED IN OFFICIAL RECORDS BOOK 13309, PAGE 547 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

PARCEL 6

A PORTION OF SW 2ND STREET (WHICH I ASSUME IS NORTH 3rd STREET) WEST OF SW 12th AVENUE AND DESCRIBED AS THAT DEDICATED RIGHT OF WAY LYING BETWEEN LOTS 15 THROUGH 28, INCLUSIVE BLOCK 117, AND LOTS 1 THROUGH 14, INCLUSIVE BLOCK 118 WAVERLY PLACE, AS RECORDED IN PLAT BOOK 2, PAGE 19, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, SAID LANDS LYING AND BEING IN BROWARD COUNTY, FLORIDA. SAID RIGHT OF WAY WAS VACATED PURSUANT TO ORDINANCE NO. 86-19 AND RECORDED IN OFFICIAL RECORDS BOOK 13309, PAGE 541 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

PARCEL 7

THAT 10 FOOT ALLEY, BLOCK 117, WAVERLY PLACE, AS RECORDED IN PLAT BOOK 2, PAGE 19, PUBLIC RECORDS OF DADE COUNTY, FLORIDA, SAID LANDS LYING AND BEING IN BROWARD COUNTY, FLORIDA. SAID ALLEY WAS VACATED PURSUANT TO ORDINANCE NO. 86-20 AND RECORDED IN OFFICIAL RECORDS BOOK 13309, PAGE 627 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA

EXHIBIT "B"

LIST OF IMPROVEMENTS

48-Foot High, 191,000 Square-Foot Police Headquarters Building with a Parking Garage, and Community Center, and Indoor Firearms Range