

## **MUNICIPAL LAND DEDICATION AGREEMENT**

**THIS AGREEMENT** is entered into this \_\_\_\_ day of \_\_\_\_\_, 2023, by and between:

**CITY OF PEMBROKE PINES, FLORIDA**, a municipal corporation, organized and operating under the laws of the State of Florida, with a business address of 601 City Center Way, Pembroke Pines, Florida 33025, hereinafter referred to as “CITY”,

and

**LENNAR HOMES, LLC.**, a Florida limited liability company, authorized to do business in the State of Florida, with a business address of 5505 Blue Lagoon Drive, Miami, FL 33126, hereinafter referred to as the “OWNER”. CITY and OWNER are hereinafter sometimes referred to as the “PARTIES”.

### **WITNESSETH**

**WHEREAS**, Section 154.36(A) of the Code of Ordinances of the City of Pembroke Pines, Florida requires that developers provide land equal to six percent (6%) of the gross area to be developed for municipal purposes as a condition to certain subdivision and zoning approvals (“Municipal Land Dedication Requirement”); and

**WHEREAS**, **SKY RISE INVESTMENTS, LLC**, predecessor in title to OWNER, entered into a Municipal Land Dedication Agreement on April 5, 2005 related to the Skyrise Plaza Plat as described in **Exhibit “A”**, attached hereto and made a part hereof, lying within the municipal boundaries of the CITY which the OWNER intends to develop in the future (“Property”); and

**WHEREAS**, OWNER submitted an application to the CITY to replat the property as Skyrise Townhomes, City Case Number SUB 2022-001 (“Plat”); and

**WHEREAS**, in connection with the development of the Property, the OWNER has agreed to make a monetary contribution in the sum of THREE HUNDRED THOUSAND TWO HUNDRED SEVENTY SEVEN AND 00/100 DOLLARS (\$300,277.00) in lieu of conveying the required acreage to the CITY for municipal dedication all in accordance with Section 154.36 of the CITY Code of Ordinances;

**NOW, THEREFORE**, in consideration of the mutual terms, conditions, promises and covenants contained herein, the CITY and the OWNER, intending to be legally bound, hereby agree as follows:

**SECTION 1.        Recitals.** The above recitals are true and correct and are hereby incorporated into the body of this Agreement as if fully set forth herein.

**SECTION 2.           Dedication Requirement.** The CITY and the OWNER agree that the total Municipal Dedication Requirement shall be satisfied by OWNER making a monetary contribution to CITY in the sum of THREE HUNDRED THOUSAND TWO HUNDRED SEVENTY SEVEN AND 00/100 DOLLARS (\$300,277.00) in lieu of land dedication all in accordance with Section 154.36 of the Code (the "Municipal Impact Fee"). These monies shall be paid to the CITY prior to the issuance of the first building permit for a residential structure in the Plat. The above-mentioned Municipal Impact Fee shall constitute complete satisfaction of the CITY's requirements to provide for the municipal dedication impacts related to the development of the Property, and nothing in this agreement shall be interpreted to entitle the CITY to receive more than THREE HUNDRED THOUSAND TWO HUNDRED SEVENTY SEVEN AND 00/100 DOLLARS (\$300,277.00).

**SECTION 3.** This Agreement replaces in full the prior Land Dedication Agreement entered into April 20, 2005.

**SECTION 4.** Any time frame in this Agreement may be extended by written authorization of the CITY and the OWNER.

**SECTION 5.** It is agreed by the PARTIES that the OWNER's obligation to provide for CITY municipal land and facilities related to the development of the platted property is being determined at this time in this Agreement. The OWNER, for itself and its successors and assigns, hereby waives any right to seek a reduction in the sum of the Municipal Impact Fee made in lieu of land dedication to the CITY for municipal land dedication needs related to the development of the platted Property and acknowledges that the amount of Municipal Impact Fee herein does not constitute an unreasonable, unfair or unlawful condition upon the OWNER.

**SECTION 6.** In addition to any other remedy provided by law, the CITY shall be entitled to deny the issuance of building permits and subsequent site plan approvals for development of the Property unless payment is made in accordance with Section 2 above.

**SECTION 7.           Recordation of Agreement and Release.** This Agreement shall be recorded among the public records of Broward County, Florida following County Commission approval of the Plat for the Property and all appeal periods have expired. When all of the obligations set forth herein are fully paid and performed, CITY, at the request of OWNER or its successors, and upon payment of any applicable fees, shall cause a release to be recorded in the Official Records of Broward County, Florida.

**SECTION 8.           Notice.** All notices provided for herein shall be in writing and transmitted by messenger, certified U.S. mail return receipt requested, or facsimile transfer with confirmed receipt, and shall be mailed or delivered to the following:

As to CITY:           Charles F. Dodge, City Manager  
City of Pembroke Pines  
601 City Center Way  
Pembroke Pines, Florida 33025  
Telephone No. (954) 450-1040  
Facsimile No. (954) 517-8400

With a Copy to: Samuel S. Goren, City Attorney  
Goren, Cherof, Doody & Ezrol, P.A.  
3099 East Commercial Boulevard, Suite 200  
Fort Lauderdale, Florida 33308  
Telephone No. (954) 771-4500  
Facsimile No. (954) 771-4923

As to OWNER: LENNAR HOMES, LLC  
Carlos Gonzalez  
5505 Blue Lagoon Drive  
Miami, FL 33126  
Telephone No. (305) 559-1951 x 2033

**SECTION 9. Attorney's Fees and Costs.** In connection with any litigation arising out of or in connection with this Agreement, each party shall bear their own attorney's fees and costs.

**SECTION 10. Entire Agreement.** This Agreement incorporates, merges and supersedes all prior agreements, negotiations, understandings, promises, covenants, conditions, representations, and warranties between the PARTIES relative to the subject matter hereof. No claimed modification of the Agreement shall be effective and binding unless such modification is in writing and duly executed by the party sought to be charged therewith.

**SECTION 11. Venue and Governing Law.** Venue for all proceedings in connection with this Agreement shall be Broward County, Florida, and all aspects of the Agreement shall be governed by the laws of the State of Florida.

**SECTION 12. Survive Closing.** The obligations of the CITY and the OWNER shall survive the execution and delivery of this Agreement.

**SECTION 13. Further Assurances.** The PARTIES hereby agree from time to time to execute and deliver such further documents and do all matters and things which may be convenient or necessary to more effectively and completely carry out the intentions of this Agreement.

**SECTION 14. Severability.** If any part of this Agreement or any other Agreement entered into pursuant hereto is contrary to, prohibited by or deemed invalid under applicable law or regulation, such provision shall be inapplicable and deemed omitted to the extent so contrary, prohibited or invalid, but the remainder hereof shall not be invalidated thereby and shall be given full force and effect so far as possible.

**SECTION 15. Headings.** The sections and paragraph headings contained in the Agreement are for reference purposes only and shall not affect in any way the interpretation of the Agreement.

**SECTION 16. Successors and Assigns.** The terms and conditions of the Agreement shall bind, and inure to the benefit of the PARTIES hereto and their respective successors, legal representatives, and assigns.

**SECTION 17. Legal Representation.** It is acknowledged that each party to this Agreement had the opportunity to be represented by counsel in the preparation of this Agreement, and accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply due to the joint contribution of both PARTIES.

**IN WITNESS WHEREOF,** the PARTIES hereto have made and executed this Agreement on the respective dates under each signature: the CITY through its City Commissioners, signed by and through its Mayor, authorized to execute same by City Commission action on the \_\_\_\_\_ day of \_\_\_\_\_, 2023, and OWNER, by and through the undersigned officers duly authorized to execute same.

**CITY:**

CITY OF PEMBJOKE PINES, FLORIDA

\_\_\_\_\_  
MARLENE GRAHAM, CITY CLERK

BY: \_\_\_\_\_  
MAYOR FRANK OTIS

APPROVED AS TO LEGAL FORM:

\_\_\_\_\_  
SAMUEL S. GOREN, CITY ATTORNEY

**OWNER:**

WITNESSES:

LENNAR HOMES, LLC, a Florida limited liability company

\_\_\_\_\_  
\_\_\_\_\_  
Print Name

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Print Name

STATE OF FLORIDA                    )  
  ) SS  
COUNTY OF MIAMI-DADE        )

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, by \_\_\_\_\_, as \_\_\_\_\_ of LENNAR HOMES, LLC, a Florida limited liability company, who is personally known to me or who has provided \_\_\_\_\_ as identification, and acknowledged he/she executed the foregoing Agreement for the use and purposes mentioned in it and is duly authorized to execute the foregoing Agreement on behalf of LENNAR HOMES, LLC.

**IN WITNESS OF THE FOREGOING**, I have set my hand and official seal at in the State and County aforesaid on this \_\_\_\_ day of \_\_\_\_\_, 2023.

SEAL:

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires

\_\_\_\_\_  
Print/or Type Name

## **EXHIBIT "A"**

### **LEGAL DESCRIPTION**

The East  $\frac{1}{2}$  of the East  $\frac{1}{2}$  of the West  $\frac{1}{2}$  of Tracts 49,50 and 51, in Section 13, Township 51 South, Range 39 East, Florida Fruit Lands Company's Subdivision No. 1, according to the Plat thereof recorded in Plat 2, Page 17, Public Records of Miami-Dade County, Florida, said lands situate, lying and being in Broward County, Florida.

TOTAL AREA = 6.743 ACRES, MORE OR LESS. SUBJECT TO EXISTING EASEMENTS, RIGHTS OF WAY, RESTRICTIONS AND RESERVATIONS OF RECORD, IF ANY.