

## **MUNICIPAL LAND DEDICATION AGREEMENT**

**THIS AGREEMENT** is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by and between the CITY OF PEMBROKE PINES, FLORIDA, a municipal corporation organized and existing 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 SAFSTOR, INC., with a business address of 2470 Daniels Bridge Road, Bldg 100, Suite 161, Athens, GA 30606 (hereinafter referred to as the "OWNER"). Both the OWNER and the CITY are hereinafter sometimes referred to as the "PARTIES".

### **W I T N E S S E T H**

**WHEREAS**, Section 154.36 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 public parks, recreation, and municipal purposes as a condition to certain subdivision and zoning approvals ("Municipal Land Dedication Requirement"); and

**WHEREAS**, the OWNER owns the real property 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**, in connection with the development of the Property, the OWNER has agreed to make a monetary contribution in the sum of TWO HUNDRED EIGHTY THOUSAND DOLLARS AND 00/100 (\$280,000.00) 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; and

**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 Land Dedication Requirement shall be satisfied by OWNER making a monetary contribution to CITY in the sum of TWO HUNDRED EIGHTY THOUSAND DOLLARS AND 00/100 (\$280,000.00), 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 as follows:

The total amount of TWO HUNDRED EIGHTY THOUSAND DOLLARS AND 00/100 (\$280,000.00), consisting of SIX PERCENT (6%) of the value of the Property shall be paid as a Municipal Impact Fee in two (2) equal payments of ONE HUNDRED FORTY THOUSAND DOLLARS AND 00/100 (\$140,000.00) as follows: 1) first payment prior to the CITY issuing the first building permit for

construction on the Property, 2) second and final payment prior to the CITY issuing a Certificate of Occupancy for the first building constructed on the Property.

The above mentioned Municipal Impact Fee shall constitute complete satisfaction of CITY requirements to provide for the park, recreational and 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 TWO HUNDRED EIGHTY THOUSAND DOLLARS AND 00/100 (\$280,000.00).

**SECTION 3.** Any time frame in this Agreement may be extended by written authorization of the CITY and the OWNER. If the plat is not recorded in a timely manner or if findings of adequacy expire, this Agreement shall become null and void and may be renegotiated by the PARTIES.

**SECTION 4.** It is agreed by the PARTIES that the OWNER's obligation to provide for CITY park, recreational and 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 park, recreational and 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 5.** 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 6.** **Recordation of Agreement and Release.** This Agreement shall be recorded among the public records of Broward County, Florida. 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 7.** **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 3rd Floor Pembroke Pines, FL 33025 Telephone No. (954) 431-4884 Facsimile No. (954) 437-1149
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With a Copy to: Samuel S. Goren, Esq.  
Office of the 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: Andrew Young  
SAFSTOR, INC.  
2470 Daniells Bridge Road  
Bldg 100  
Suite 161  
Athens, GA 30606  
Telephone No. (386) 234-2200

With a Copy to: Dwayne L. Dickerson, Esq.  
Dunay, Miskel & Backman, LLP  
14 S.E. 4<sup>th</sup> Street, Suite 36  
Boca Raton, Florida 33432  
Telephone No. (561) 405-3336  
Facsimile No. (561) 409-2341

**SECTION 8.** **Attorney's Fees and Costs.** In connection with any litigation arising out of or in connection with this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees, paralegal fees and costs.

**SECTION 9.** **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 10.** **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 11.** **Survive Closing.** The obligations of the CITY and the OWNER shall survive the execution and delivery of this Agreement.

**SECTION 12.** **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. OWNER hereby represents to CITY, with full knowledge that CITY is relying upon these representations when

entering into this Agreement with OWNER, that OWNER has sole interest in the Property and that no other person, entity, or mortgagee has any interest in said Property.

**SECTION 13. 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 14. 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 15. 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 16. 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 \_\_\_\_\_, 2018, and OWNER, by and through the undersigned officers duly authorized to execute same.

CITY

CITY OF PEMBROKE PINES, FLORIDA

ATTEST:

BY: \_\_\_\_\_  
MAYOR FRANK C. ORTIS

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

APPROVED AS TO LEGAL FORM:

DATE: \_\_\_\_\_

\_\_\_\_\_  
OFFICE OF THE CITY ATTORNEY

OWNER

WITNESSES:

SAFSTOR, INC.

\_\_\_\_\_

BY: \_\_\_\_\_

PRINT: \_\_\_\_\_

TITLE: \_\_\_\_\_

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

\_\_\_\_\_

DATE: \_\_\_\_\_

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

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared \_\_\_\_\_, who is personally known to me, or who has produced \_\_\_\_\_ as identification, and is the person who subscribed to the foregoing instrument and who acknowledged that (s)he executed the same on behalf of said Company and that (s)he was duly authorized to do so.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

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

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

My Commission Expires:

EXHIBIT "A"

LEGAL DESCRIPTION

THE EAST 1/2 OF TRACTS 33, 34, AND 35 LESS THE EAST 220 FEET OF SAID TRACTS, IN SECTION 13, TOWNSHIP 51 SOUTH, RANGE 39 EAST, OF FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO 1, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 2, PAGE 17, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, LESS ROAD RIGHT-OF-WAY; SAID LANDS SITUATE, LYING AND BEING IN BROWARD COUNTY, FLORIDA.

TOGETHER WITH THAT PORTION DESCRIBED IN THAT CERTAIN QUIT CLAIM DEED RECORDED JUNE 11, 2010 IN OFFICIAL RECORDS BOOK 47138, PAGE 1945, PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.