

MUNICIPAL LAND DEDICATION AGREEMENT

THIS AGREEMENT is entered into this _____ day of _____ 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 10100 Pines Boulevard, Pembroke Pines, Florida 33026, hereinafter referred to as "CITY",

and

D. R. HORTON, INC., authorized to do business in the State of Florida, with a business address of 6123 Lyons Road, Suite 100 Coconut Creek Florida, 33073, hereinafter referred to as the "OWNER". CITY and OWNER are hereinafter sometimes referred to as the "PARTIES".

W I T N E S S E T H

WHEREAS, Section 155.196 of the Code of Ordinances of the City of Pembroke Pines, Florida requires that developers provide land equal to five percent (5%) 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, the OWNER owns approximately 5.2+/- acres of 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 TWENTY THREE THOUSAND FIVE HUNDRED SEVENTY SEVEN AND 00/100 DOLLARS (\$223,577.00) in lieu of conveying the required acreage to the CITY for municipal dedication all in accordance with Section 155.196 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 TWO HUNDRED TWENTY THREE THOUSAND FIVE HUNDRED SEVENTY SEVEN AND 00/100 DOLLARS (\$223,577.00) in lieu of land dedication all in accordance with Section 155.196 of the Code (the "Municipal Impact Fee"). These monies shall be paid to the CITY prior to the issuance of the first building permit. 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 TWO HUNDRED TWENTY THREE THOUSAND FIVE HUNDRED SEVENTY SEVEN AND 00/100 DOLLARS (\$223,577.00).

SECTION 3. Any time frame in this Agreement may be extended by written authorization of the CITY and the OWNER.

SECTION 4. 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 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 or 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
Pembroke Pines, Florida 33025
Telephone No. (954) 431-4884
Facsimile No. (954) 437-1149

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: **D. R. HORTON, INC**
6123 Lyons Road, Suite 100
Coconut Creek Florida, 33073
Telephone No. (954) 949-3000

With a Copy to: Dennis D. Mele, Esq.
Greenspoon Marder LLP
200 East Broward Boulevard, Suite 1800
Fort Lauderdale, FL 33301
Telephone No. (954) 527-2409
Facsimile No. (954) 333-4009

SECTION 8. 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 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.

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 _____, 2021, and OWNER, by and through the undersigned officers duly authorized to execute same.

CITY:

ATTEST:

CITY OF PEMBROKE PINES, FLORIDA

MARLENE GRAHAM, CITY CLERK

BY: _____
MAYOR FRANK ORTIS

APPROVED AS TO LEGAL FORM:

SAMUEL S. GOREN, CITY ATTORNEY

OWNER:

WITNESSES:

D. R. HORTON, INC

Print Name: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

STATE OF _____)
) SS:
COUNTY OF _____)

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 _____, a _____, who is personally known to me or who has produced _____ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this ____ day of _____, 2021.

Notary Public

Typed, printed or stamped name of Notary Public

My Commission Expires:

EXHIBIT "A"

LEGAL DESCRIPTION

THE EAST 1/2 OF TRACT 45, OF "FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1" IN SECTION 17, TOWNSHIP 51 SOUTH, RANGE 40 EAST, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 2, PAGE 17, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA

AND

A PORTION OF PARCEL D OF "PEMBROKE SHORES", ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 157, PAGE 22, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, ALL MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID TRACT 45; THENCE SOUTH 89°39'15" WEST ALONG THE SOUTH LINE OF SAID TRACT 45 FOR 658.89 FEET TO A POINT ON THE WEST LINE OF THE EAST 1/2 OF SAID TRACT 45, ALSO BEING AN EAST LINE OF SAID TRACT D; THENCE N01°47'17"W ALONG SAID EAST LINE AND WEST LINE 380.00 FEET TO A POINT ON THE WESTERLY EXTENSION OF THE NORTH LINE OF TRACT A-2 OF "PEMBROKE SHORES PARCEL 2 & 10", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 159, PAGE 31 OF SAID PUBLIC RECORDS; THENCE NORTH 89°39'26" EAST ALONG SAID WESTERLY EXTENSION 166.35 FEET TO THE NORTHWEST CORNER OF SAID TRACT A-2; THENCE SOUTH 00°20'02" EAST ALONG THE EAST LINE OF SAID PARCEL D AND THE WEST LINE OF SAID PARCEL A-2 FOR 50.00 FEET TO THE SOUTHWEST CORNER OF SAID TRACT A-2; THENCE NORTH 89°39'26" EAST ALONG THE NORTH LINE OF SAID TRACT 45 FOR 493.82 FEET TO THE NORTHEAST CORNER OF SAID TRACT 45; THENCE SOUTH 01°47'09" EAST ALONG THE EAST LINE OF SAID TRACT 45 FOR 329.94 FEET TO THE POINT OF BEGINNING, SAID LANDS SITUATE, LYING AND BEING IN THE CITY OF PEMBROKE PINES, BROWARD COUNTY, FLORIDA, CONTAINING 225,626 SQUARE FEET (5.1797 ACRES), MORE OR LESS.