

DEVELOPMENT AGREEMENT

Return to: (enclose self-addressed stamped envelope)

Name: Scott Backman, Esq.

Address:

Dunay, Miskel, Backman &
Blattner, LLP
14 S.E. 4th Street, Ste. 36
Boca Raton, Florida 33432

This Instrument Prepared by:

Scott Backman, Esq.
Dunay, Miskel, Backman &
Blattner, LLP
14 S.E. 4th Street, Ste. 36
Boca Raton, Florida 33432

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THIS DEVELOPMENT AGREEMENT ("Agreement") is made and entered into this ____ day of _____, 2014, by and between WOODMONT COUNTRY CLUB, INC., a Florida corporation, with an address at 7801 N.W. 80th Avenue, Tamarac, FL 33321, its heirs, successors, grantees and assigns ("Developer"), and the CITY OF TAMARAC, a municipal corporation of the State of Florida, with an address at 7525 N.W. 88th Avenue, Tamarac, Florida, 33321("City") (hereinafter collectively referred to as the "Parties").

WITNESSETH:

WHEREAS, Developer is the fee simple owner of approximately 285 acres, comprised of several non-contiguous parcels, legally described on the attached **Exhibit "A"** (the "Property"); and

WHEREAS, the Property is located within the City limits; and

WHEREAS, the Property is governed by the City Comprehensive Land Use Plan and City Code of Ordinances including the Land Development Regulations ("LDR") existing as of the Effective Date of this Agreement; and

WHEREAS, the Parties recognize the benefits of public/private cooperation and are desirous of finalizing a development agreement which outlines a plan for permitting and development of the Property; and

WHEREAS, this Agreement is the culmination of negotiations and mutual understandings held by the Parties, and the Parties wish to establish by agreement the terms under which the Property may be developed; and

WHEREAS, the City held two public hearings on June 25, 2014 and July 9, 2014 prior to entering into this Agreement, both of which were properly noticed by publication in the news-press and by mailed notice to the affected property owners in accordance with Section 163.3225(2), Florida Statutes.

NOW, THEREFORE, for and in consideration of mutual benefits and the public interest and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Recitals. The foregoing recitations are true and correct and are hereby incorporated herein by reference. All exhibits to this Agreement are hereby deemed a part hereof.

2. Purpose. The purpose of this Agreement is to set forth the procedures, rights and obligations of the Parties with regard to the development of the Property consistent with the Comprehensive Land Use Plan and Code of Ordinances and to detail the requirements, commitments, and vested rights for developing the Property.

3. Authority. This Agreement is entered into under the authority of the Florida Constitution (including Article VIII, Section 2(b) thereof), the general powers conferred upon municipalities by statute and otherwise (including Chapter 166, Florida Statutes), the Florida Local Government Development Agreement Act ("Act"), Sections 163.3220 through 163.3243, Florida Statutes, and the City's Charter. Accordingly, the development of the Property shall not

be subject to any new LDR regulations or codes, including any and all laws, rules and regulations pertaining to the use and development of land, except under certain conditions set forth in the applicable provisions of the Act.

4. Permitted Land Uses. Developer shall develop the Property with the following uses: (i) up to 152 single-family residential units not to exceed 25 feet in height, generating a total population projection of 324 persons; (ii) twenty seven (27) holes of golf and ancillary country club uses not to exceed 40 feet in height; (iii) public bodies of water; (iv) 28,000 square feet of commercial use, maximum 40 feet in height, on approximately four and one half (4.5) acres of land; and (v) other uses consistent and compatible with the Property's land use and zoning designations as may be permitted by the City (collectively the "Proposed Development").

5. Development Applications. Developer has submitted applications to the City for a portion of the Property comprised of several non-contiguous parcels legally described and shown on the sketches attached hereto and made a part hereof as **Exhibit "B"** ("Residential Parcels") and as **Exhibit "C"** ("Commercial Parcel") requesting a large scale Future Land Use Map Amendment to change the land use on the parcels from Commercial Recreation (CR) to Low Residential (R-1) for the Residential Parcels, and to Commercial (C) for the Commercial Parcel; and, requesting the City to rezone the Residential Parcels from Recreational (S-1) to Single Family Residential (R-1), and the Commercial Parcel from Recreational (S-1) to Neighborhood Business (B-2), to allow up to 152 residential dwelling units consistent with the uses and densities permitted in the R-1 district, and 28,000 square feet for commercial space consistent with the uses and intensities permitted in the B-2 district, with the exception of gas stations, which shall be prohibited. Developer shall also submit site plan applications for the Residential Parcels and Commercial Parcel prior to issuance of any permits or commencement of construction. The Future Land Use Plan Amendment, Rezoning and Site Plan applications are collectively referred to herein as the "Applications".

6. Master Plan. A copy of the proposed master plan detailing the proposed development for the Property (“Master Plan”) is attached hereto and made a part hereof as **Exhibit “D”**.

7. Waterway Conveyance. A portion of the Property consists of certain waterways which were previously deeded to the City when the Property was initially developed and to which fee title is currently held by the City (“Waterway Areas”). The Master Plan contemplates filling in the Waterway Areas for development of the Residential Parcels and Commercial Parcel and new waterway areas shall be constructed at the sole cost and expense of the Developer in other portions of the Property (“New Waterway Areas”). Sketch and legal descriptions of the locations of the Waterway Areas and New Waterway Areas are attached hereto as **Exhibit “E”**. As built surveys of the New Waterway Areas will be prepared and provided to the City upon completion of the New Waterway Areas. Within thirty (30) days from approval of the Applications by the City Commission, the City shall commence the process necessary to convey the Waterway Areas to Developer, subject to the City’s compliance with the Charter, the Code of Ordinances of the City and State Statute. Developer shall convey the New Waterway Areas to the City as they are completed and certified during development of the Residential Parcels and Commercial Parcel, to occur no later than issuance of the first Certificate of Occupancy for a residential unit in Pod A.

8. Golf Course. Developer voluntarily covenants and agrees to execute and record the “Consolidated Covenant”, as defined herein, in order to restrict that portion of the Property legally described and shown on the sketch attached hereto and made a part hereof as **Exhibit “F”** (the “Golf Course Parcel”) for Fifty (50) years following the date of execution by the City of the Consolidated Covenant for use as twenty seven (27) holes of golf with related amenities and operations. The related amenities and operations to be located on the Golf Course Parcel may include, but shall not be limited to, a clubhouse, pro shop, locker room, fitness facility,

swimming pools, cabanas, liquor, beer and wine bar facilities, dining room facilities, parking, tennis courts, driving/aqua range (no netting permitted), putting greens, cart barn, maintenance shed and other areas necessary to sustain the Golf Course Parcel and all other uses incidental thereto (the "Golf Course Amenities"). During such Fifty (50) year period, Developer, its successors or assignees, will own, operate and maintain the Golf Course Parcel for use as a golf course with Golf Course Amenities or for other open space recreational purposes.

9. Improvements and Maintenance. Developer shall coordinate and bear the cost of all improvements and upgrades for the additional nine (9) hole golf course, to be incorporated into the Golf Course Parcel from the former Pines Golf Course, and ensure that it will operate and be maintained under the playing conditions established herein. Specifically, Developer voluntarily covenants and agrees to spend no less than \$4,448,000.00 combined over a five (5) year period as more specifically set forth herein ("Minimum Improvement and Maintenance Contribution"). The Minimum Improvement and Maintenance Contribution shall consist of (i) no less than \$448,000.00 in improvements and upgrades to the new nine (9) holes of golf to be incorporated into the Golf Course Parcel from the former Pines Golf Course for a new driving/aqua range (no netting permitted), new practice areas and a new maintenance area, as well as improvements that shall include, but not be limited to, a new mature tree planting program, renovation of sand traps, relocation of certain tee boxes and/or waterways, extensive landscaping, addition of strategically placed coquina waste areas and cart paths and other overall beautification efforts in accordance with the Greenway Improvement Standards attached hereto as **Exhibit "G"** (collectively "Golf Course Upgrades"); and (ii) approximately \$800,000.00 annually for maintenance of the Golf Course Parcel, driving/aqua range (no netting permitted) and practice areas ("Golf Course Maintenance"). The Golf Course Parcel shall be irrigated and regularly maintained in a manicured and playable condition in accordance with the Greenway Maintenance Standards attached hereto as **Exhibit "H"**. Said Golf Course Upgrades shall be

constructed and designed in conjunction with the proposed Master Plan development and completed no later than eighteen (18) months from approval of the Applications by the City Commission. Funding for the Golf Course Maintenance shall commence immediately upon completion of the Golf Course Upgrades. Developer agrees to apply for and obtain any required development approvals to construct said Golf Course Upgrades and that development of the Golf Course Parcel shall be in accordance with all applicable City zoning and land use requirements. Developer agrees to provide City with audited annual financial statements during the aforementioned five (5) year period describing Golf Course Upgrades and Golf Course Maintenance expenditures, which obligation shall commence no later than the thirteenth (13th) month following the date of the Agreement and for each year thereafter during the five (5) year period. Such statements shall include supporting documentation detailing expenditures made pursuant to this section.

11. Development of New Clubhouse. Developer shall construct a new clubhouse on the Property ranging in size from a minimum of 12,000 square feet to 14,000 square feet or greater, which will include, but is not limited to: locker rooms; restaurant and bar with indoor and outdoor seating; banquet/conference facilities with a minimum seating capacity of 150 to 200; golf and tennis pro shop; fitness facility; administrative offices and areas; storage facilities and other ancillary uses to the main clubhouse facility (“New Clubhouse”). The New Clubhouse will also include an approximate 4,000 to 6,000 square foot cart storage area that will either be constructed as part of the main clubhouse structure or as a separate ancillary structure in close proximity to the New Clubhouse. The square footage of the cart storage area shall not be included within the square footage of the New Clubhouse constructed pursuant to this section. Conceptual elevations of the New Clubhouse are attached hereto as **Exhibit “I”**. The New Clubhouse will be located within the boundaries of the Golf Course Parcel upon that portion of the Property legally described and shown on the sketch attached hereto and made a part hereof as

Exhibit “J” or in such other area upon the Golf Course Parcel as approved by the City pursuant to any required site plan review (“Clubhouse Parcel”).

Developer shall commence construction of the New Clubhouse prior to issuance of the twenty-fifth (25th) building permit for construction of a residential unit. Upon commencement of the New Clubhouse the City agrees to issue fifty additional building permits for construction of residential units upon the Residential Parcels. The New Clubhouse shall be substantially completed no later than eighteen (18) months from approval of the Applications by the City Commission, at which time all remaining residential building permits will be issued by the City. For purposes of this Agreement, substantial completion shall mean issuance of a temporary certificate of occupancy by the City for the New Clubhouse. Developer agrees to apply for and obtain any required development approvals to construct the New Clubhouse and that development of the Clubhouse Parcel shall be in accordance with all applicable City zoning and land use requirements. In no event shall the Developer be entitled to receive a demolition permit from the City to demolish the existing clubhouse until such time as the New Clubhouse is substantially completed, or unless otherwise approved by the City. Prior to issuance of a building permit for the New Clubhouse, Developer or its designee shall obtain a completion bond to secure completion of the New Clubhouse. A sample completion bond is attached hereto as **Exhibit “K”**.

12. Consistency with the City’s Comprehensive Plan and Land Development Regulations. Upon the designation of the Residential Parcels as Low Residential and the Commercial Parcel as Commercial on the Future Land Use Map of the City’s Comprehensive Plan, which designations shall occur prior to the Effective Date, and upon the approval of the zoning for the Residential Parcels as Single Family Residential (R-1) and the Commercial Parcel as Neighborhood Business (B-2), which shall be adopted on or before the Effective Date, the

development permitted by this Agreement will be consistent with the City's Comprehensive Land Use Plan and Land Development Regulations.

13. Public Services and Facilities. The City shall provide all public facilities and services including, but not limited to drainage, police and fire service, solid waste service, water and sewer, parks and recreation service, and as otherwise provided in the City's Charter and Code of Ordinances ("Public Facilities") subject to capacity to serve the Proposed Development. If the City lacks sufficient capacity to comply with any obligations under this section, the Developer shall provide for the necessary mitigation to ensure that the Proposed Development is serviced.

14. Reservation or Dedication of Land. Dedications or reservations for canal rights of way or utility easements may be lawfully required by the City or Broward County, Florida ("Broward County") for development of the Property. Developer shall make any and all required dedications and reservations for canal rights of way or utility easements as are required pursuant to applicable City and Broward County Codes. Developer is legally obligated to obtain any necessary approvals from Broward County in association with the development of the Property including, but not limited to, any applicable non-vehicular access line amendments and right-of-way vacations.

15. Interior Roadways and Traffic Management Plan. Developer shall convey all roadways constructed pursuant to this Agreement to the respective homeowners' association in which the roadway is located. A conceptual exhibit depicting the proposed location of the roadways contemplated for construction pursuant to this Agreement is attached hereto as **Exhibit "L"**. All roadways constructed pursuant to this Agreement shall be constructed in accordance with all applicable provisions of the City's Code of Ordinances, as well as all applicable county and state regulations. Developer shall gate such roadways to provide private entrances to the newly constructed communities. Prior to issuance of the first building permit for construction of

the first residential unit on the Property, Developer shall place One Hundred Fifty Thousand Dollars and 00/100 (\$150,000.00) into the City's escrow account ("Escrowed Funds") to be used for a street improvement study and any recommended improvements to the interior roadway system of Woodmont related to the development of new homes within Woodmont. Following installation of such improvements, any unused portion of the Escrowed Funds shall be returned to Developer six (6) months following issuance of the final certificate of occupancy for the Residential Parcel.

16. Parks and Recreation and Buffer Wall. The Developer shall comply with Section 10-296 of the City's Code, as it pertains to the recreation and open space requirement, In addition, prior to issuance of any building permits for vertical construction, the Developer shall pay to the City a minimum of \$250,000.00 to be used at the City's discretion for Southgate Boulevard perimeter landscaping and buffer wall improvements. This payment shall be accepted by the City in lieu of Developer constructing a six-foot (6') post and panel pre-fabricated wall adjacent to Pod E (approximately 1,200 linear feet) and a six-foot (6') decorative fence with six-foot (6') masonry columns (20' on center) adjacent to the golf hole along Southgate Boulevard (approximately 1,675 linear feet). Developer acknowledges and agrees that the minimum payment noted above may be increased during the site planning process as the City finalizes specifications and cost estimates for the wall and fence noted above. The City shall maintain the wall, fence and any exterior perimeter landscaping at Developer's expense in accordance with the City-wide maintenance plan established by the City under the City's Buffer Wall Beautification Program.

17. Development of Commercial Parcel. Developer shall install all buffer improvements for the Commercial Parcel in accordance with the Master Plan prior to the issuance of a certificate of occupancy for the Commercial Parcel. Specifically, such improvement shall, at a minimum, include a 25' landscape buffer or water body with a minimum

width of seventy feet (70'), a six foot (6') high wall designed in accordance with City specifications consistent with the wall to be constructed along Southgate Boulevard adjacent to Pod E, and landscaping improvements on the east side of the wall facing the existing residential areas. All improvements made pursuant to this section shall comply with the City's Land Development Regulations.

18. Affordable Housing Contribution. Developer hereby agrees to contribute Seven Hundred Fifty Dollars (\$750.00) per residential dwelling unit approved by the City during final site plan approval of all Residential Parcels (by way of example, approval of One Hundred Fifty Two (152) residential dwelling units would yield a maximum total sum of One Hundred Fourteen Thousand Dollars (\$114,000.00)), payable to the City to facilitate the City's affordable housing programs and initiatives with the contribution to be used to provide down payment assistance to income eligible families for purchase of residential units throughout the City. Said contribution will be made payable to the City spread proportionately on a per residential dwelling unit basis, the first such contribution to be made at issuance of the first vertical building permit for any residential dwelling unit located within the Residential Parcels, and each time thereafter as a building permit is issued for each successive residential dwelling unit.

19. Entrance Renovations. Prior to issuance of the first certificate of occupancy for a residential unit, Developer shall contribute Seventy Five Thousand Dollars (\$75,000.00) toward the City's efforts to improve the existing "Entrances" (as hereinafter defined) to the Woodmont community through repair or replacement of signage, professional landscaping and lighting, in accordance with the City's residential signage program. For the purpose of this Paragraph, the term "Entrances" shall mean those collective entrances identified on the graphic exhibit attached hereto and made a part hereof as **Exhibit "M"**. Developer also agrees to submit plans to the City to construct a new entrance sign and attractive landscaping in a first class manner for the property generally located on the SE corner of Pine Island Road and Southgate Boulevard, which

is owned by Developer. Said plans to be submitted to the City for review within One Hundred Twenty (120) days from approval of the Applications by the City Commission Developer shall, at its sole cost and expense, construct the new entrance sign as approved by the City, prior to the issuance of a certificate of occupancy for the Commercial Parcel. City acknowledges and agrees that the above referenced entrance sign shall in no way limit or otherwise restrict the signage permitted by the City's Code of Ordinances for the Commercial Parcel. Developer shall be permitted to install temporary signage reasonably satisfactory to the City within the Entrances for purposes of marketing the proposed development and shall be permitted to maintain such signage until all newly constructed residential units have been sold.

20. Effective Covenants. The burdens of this Agreement shall run with the land and shall be binding upon, and the benefits of this Agreement shall inure to, all successors in interest of the parties to this Agreement.

21. Covenants and Further Assurances. The Developer shall, at its sole cost and expense, provide the City with an independent legal opinion confirming marketable title and confirming that this Agreement is consistent with documents referenced in this section (the "Legal Opinion"). Subject to the receipt of the Legal Opinion, Developer and the City hereby acknowledge that certain Covenant recorded in Official Records Book 6450, at Page 729, as affected by that certain Covenant recorded in Official Records Book 6890, at Page 26, as further affected by that certain Vacation of Covenant recorded in Official Records Book 8783, at Page 944, as further affected by that certain Covenant recorded in Official Records Book 8898, at Page 440, as further affected by that certain Covenant recorded in Official Records Book 9345, at Page 773, as further affected by that certain Corrective Vacation of Covenant recorded in Official Records Book 9455, at Page 783, each of the foregoing being recorded amongst the Public Records of Broward County, Florida (collectively, the "Consolidated Covenant"). City hereby agrees to review and consider a Resolution authorizing the City to join in and consent to

the amendment and restatement of the Consolidated Covenant to substitute the legal descriptions attached thereto with the legal description set forth in Exhibit C to the Consolidated, Amended and Restated Covenant, a copy of which is attached hereto and made a part hereof as **Exhibit "F-1"**, in order to reconfigure a portion of the existing golf course to permit the Proposed Development of the Property and to restrict the Golf Course Parcel for use as a golf course with related amenities and operations which uses may include, but shall not be limited to, a clubhouse, pro shop, locker room, fitness facility, swimming pools, cabanas, liquor, beer and wine bar facilities, dining room facilities, parking, tennis courts, putting greens, driving/aqua range (no netting permitted) and all other incidental uses thereto upon that portion of the Property. City further acknowledges that the Property is subject to various easements in favor of the City and Tamarac Utilities, Inc., which easement are incorporated herein by reference. City agrees to review and consider any application by Developer to vacate or relocate the easements, at Developer's sole cost and expense, if the existing easements impede the Proposed Development of the Property including, but not limited to, amending the legal descriptions of the easement areas or terminating such existing easements provided Developer grants new easements, if required, to the City or Tamarac Utilities, Inc. in lieu thereof.

22. Development Approvals. Developer will apply for all development approvals that are required by the State of Florida, Broward County, City and any other applicable governmental authority, including but not limited to those specific approvals more particularly set forth on **Exhibit "N"**, attached hereto and made a part hereof. Developer and City agree that the failure of this Agreement to address a particular permit, condition, term or restriction shall not relieve Developer of the necessity of complying with the law governing said permitting requirements, conditions, terms or restrictions.

23. Completion of Residential Development.

(1) Residential development of the Property, as outlined in this Agreement, or any phase thereof, shall be completed within six (6) years from the issuance of the first vertical building permit for a residential unit on the Residential Parcel. Additional one (1) year extensions of this Agreement may be granted by the City after written request is made by the Developer for good cause (as defined herein) and prior to the expiration of the six (6) year timeframe provided for in this section. For purposes of this section, good cause shall be any delay caused by an act of god (including but not limited to fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), terrorist activities, nationalization, government sanction, moratorium, blockage, embargo, labor dispute, strike, lockout, unavailability or shortage of building materials, interruption or failure of utilities, or such reasonable justification acceptable to the City, in its sole discretion.

(2) All homes to be built on the Residential Parcels shall be sold at a minimum retail sales price of \$299,999.00, including all applicable lot premiums and finishes (“Minimum Sales Price”). No more than twenty percent (20%) of the homes to be built on the Residential Parcels shall be sold at the Minimum Sales Price. Developer agrees to provide City with a quarterly sales report showing the sale price per unit sold in each preceding quarter.

(3) All homes to be built on the Residential Parcels shall be a minimum of 2,400 gross square feet, which is the maximum allowable plot coverage as established by the Land Development Regulations (“Minimum Square Footage”). No more than twenty percent (20%) of the homes to be built on the Residential Parcels shall be built at the Minimum Square Footage. In addition, all homes to be built on the Residential Parcels shall be built in accordance with the applicable homebuilder’s “Green” building program as the same may be in effect from time-to-time, and will incorporate energy efficient construction techniques, products and features, including programs such as Energy Star.

(4) To facilitate the timely development of homes on the Residential Parcels as required in this section, the City agrees to issue to Developer any necessary permits for Site work within the Residential Parcels to construct streets, roads and other site work required on or off the Residential Parcels to deliver utilities to individual lots when the Plat for the Residential Parcels is approved.

24. Duration of Agreement. This Agreement shall remain in full force and effect for a period of six (6) years from the Effective Date. The duration of the Agreement may be extended for additional one (1) year periods with the Parties' mutual written consent, or the mutual written consent of their successors in interest, in accordance with Section 163.3229 and Section 163.3225, Florida Statutes.

25. Recording. This Agreement shall be recorded in the Public Records of Broward County within fourteen (14) days after execution by the Parties.

26. Effective Date. This Agreement shall become effective upon the later date to occur of: i) thirty (30) days after its receipt by the Florida Department of Economic Opportunity; or ii) upon the effective date of the amendment designating the Residential Parcels as Low Residential and the Commercial Parcel as Commercial on the Future Land Use Map of the City's Comprehensive Future Land Use Plan as defined in Section 163.3229.

27. Periodic Review. In accordance with Section 163.3235, F.S., as may be amended from time to time, the City's Department of Community Development shall review the property subject to this Agreement at least once every twelve (12) months to determine if there has been demonstrated good faith compliance with the terms set forth herein. If the City finds, on the basis of competent substantial evidence, that there has been a failure to comply with the terms of this Agreement, the Agreement may be revoked or modified by the City Commission.

28. Miscellaneous.

(1) Entire Agreement. This Agreement sets forth all of the promises, covenants, agreements, conditions and understandings between the parties hereto, and supersedes all prior and contemporaneous agreements, understandings, inducements or conditions, express or implied, oral or written, except as herein contained. The City shall not request any additional improvements or contributions except for those expressly set forth in this Agreement.

(2) Modification. No modification of this Agreement shall be valid or binding unless such modification is in writing, duly dated and signed by the parties hereto, or their respective successors in interest, and is in compliance with Section 163.3225, Florida Statutes.

(3) Pronouns. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine and neuter, singular or plural, as the identity of the party or parties, personal representatives, successor or assigns may require.

(4) Severability. The invalidity of any provision hereof shall in no way affect or invalidate the remainder of the Agreement.

(5) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall together constitute one in the same instrument.

(6) Governing Law. This Agreement shall be construed in accordance with the laws of the State of Florida, and any proceeding arising between the parties in any manner pertaining to this Agreement shall, to the extent permitted by law, be held in Broward County, Florida.

(7) Binding Effect. The obligations imposed pursuant to this Agreement upon Developer and/or upon the Property run with and bind the Property as covenants running with the Property and this Agreement shall be binding upon and enforceable by and against the parties hereto, their personal representatives, heirs, successors, grantees and assigns.

(8) Attorneys' Fees. Should either party hereto bring an action against the other to enforce the terms and provisions hereof, then the party prevailing in said action shall be entitled to a judgment against the other for reasonable attorneys' fees and costs at both the trial and appellate levels.

CITY:

WITNESS – PRINT NAME

WITNESS – PRINT NAME

ATTEST:

Pat Teufel
City Clerk

Date:

Harry Dressler, Mayor

Date:

Michael Cernech, City Manager

Date:

Approved as to form and legal sufficiency:

Samuel S. Goren, City Attorney

Date:

STATE OF FLORIDA)
) ss:
COUNTY OF BROWARD)

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 Harry Dressler, as Mayor of the City of Tamarac, a Florida municipal corporation, on behalf of the City, freely and voluntarily under authority duly vested in him by said municipal corporation and that the seal affixed thereto is the true corporate seal of said municipal corporation. She is personally known to me or has produced _____ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this ___ day of _____, 2014.

Notary Public, State of Florida

My Commission Expires:

Typed, printed or stamped name of Notary Public

STATE OF FLORIDA)
) ss:
COUNTY OF BROWARD)

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 Michael Cernech, as City Manager of the City of Tamarac, a Florida municipal corporation, on behalf of the City, freely and voluntarily under authority duly vested in him by said municipal corporation and that the seal affixed thereto is the true corporate seal of said municipal corporation. He is personally known to me or has produced _____ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this ___ day of _____, 2014.

Notary Public, State of Florida

My Commission Expires:

Typed, printed or stamped name of Notary Public

DEVELOPER:

Woodmont Country Club, Inc., a Florida Corporation

By:

WITNESSES:

Print name:_____

Print name:_____

By:_____

Print Name:_____

Title: _____

_____ day of _____, 2014

STATE OF FLORIDA)
) SS:
COUNTY OF BROWARD)

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 _____, the _____ of DEVELOPER, freely and voluntarily under authority duly vested in him/her by said company. He/She 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 _____, 2014.

Notary Public

Typed, printed or stamped name of Notary Public

My Commission Expires:

JOINDER AND CONSENT
By
ZAVECO DEVELOPMENT, LLC

Zaveco Development, LLC, a Florida limited liability company ("Zaveco"), the contract purchaser of the Residential Parcels, as defined in the Development Agreement to which this Joinder and Consent is attached, pursuant to that certain Agreement for the Purchase and Sale of Real Property (Woodmont), dated July 22, 2011, as amended ("Purchase Agreement"), hereby joins in and consents to the terms of the Development Agreement; provided, however, that Zaveco shall have no obligations whatsoever under the Development Agreement except with respect to any portions of the Residential Parcels which have been acquired by Zaveco, and provided further that nothing herein contained is intended to, or shall have the effect of, altering or amending the rights and obligations of Zaveco under the Purchase Agreement.

ZAVECO DEVELOPMENT, LLC, a Florida limited liability
company

Print Name:

By:_____

Name:_____

Print Name:

Title:_____

STATE OF _____)

) ss:

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2014, by _____, as _____ of Zaveco Development, LLC, a Florida limited liability company, on behalf of the company, who is personally known to me or produced _____ for identification.

[NOTARIAL SEAL]

Notary: _____

Print Name: _____

Notary Public, State of Florida

My commission expires: _____