

Orig. 10

CITY OF POMPANO BEACH
Broward County, Florida

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A DEVELOPER'S AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND HABITAT FOR HUMANITY OF BROWARD, INC.; PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA:

SECTION 1. That an Agreement between the City of Pompano Beach and Habitat for Humanity of Broward, Inc., a copy of which Agreement is attached hereto and incorporated by reference as if set forth in full, is hereby approved.

SECTION 2. That the proper City officials are hereby authorized to execute said Agreement between the City of Pompano Beach and Habitat for Humanity of Broward, Inc.

SECTION 3. This Resolution shall become effective upon final adoption of the RPUD (Residential Planned Unit Development) rezoning.

PASSED AND ADOPTED this 11th day of July, 2017.



LAMAR FISHER, MAYOR

ATTEST:



ASCELETA HAMMOND, CITY CLERK

Org. 10

DEVELOPER'S AGREEMENT

This Developer's Agreement ("AGREEMENT") is entered into between **HABITAT FOR HUMANITY OF BROWARD, INC.**, a Florida Not For Profit Corporation, having an address of 3564 North Ocean Boulevard, Fort Lauderdale, Florida 33308 ("DEVELOPER") and the **CITY OF POMPANO BEACH**, a Florida municipal corporation, having an address of 100 West Atlantic Boulevard, Pompano Beach, Florida 33060 ("CITY"), hereinafter collectively referred to as the ("PARTIES").

WITNESSETH

WHEREAS, DEVELOPER is the fee simple owner of the property located at the Southwest corner of NW 6th Avenue and NW 15th Street (9.035 net acres), as legally described in Exhibit "A" attached hereto and incorporated herein ("PROPERTY"); and

WHEREAS, the PROPERTY is located within the CITY limits; and

WHEREAS, the PROPERTY is governed by the City's Comprehensive Plan and Code of Ordinances 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 Developer's 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 a public hearing of the RPUD Rezoning on July 11, 2017.

NOW THEREFORE, 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 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. PERMITTED LAND USES - DEVELOPER shall develop the PROPERTY with the following uses:

A. Construction of a development containing 77 single-family residential units ("RESIDENTIAL UNITS"), and

B. Construction of a City Park to be outlined below ("PARK"), all uses being consistent and compatible with the PROPERTY's land use and zoning designations as permitted by the CITY (collectively the "DEVELOPMENT").

4. DEVELOPMENT APPLICATIONS - DEVELOPER previously submitted an application to the CITY to change the land use on the parcels to a Residential Planned Unit Development ("RPUD").

5. MASTER PLAN - The plan illustrating the DEVELOPMENT for the Property ("MASTER PLAN") is attached hereto and made a part hereof as Exhibit "B."

6. PUBLIC SERVICES AND FACILITIES - The CITY has existing water and wastewater capacity and water and wastewater infrastructure located within the vicinity of the PROPERTY; however, this infrastructure must be extended and/or expanded by DEVELOPER to provide service for the DEVELOPMENT ("Public Facilities"). DEVELOPER shall be responsible for the costs of all required utility connections. If the CITY lacks sufficient capacity to comply with any obligations under this section, DEVELOPER, as applicable shall provide for the necessary mitigation to ensure that the DEVELOPMENT meets City Code and permit requirements.

7. Utilities and Maintenance; Ownership - Contingent upon meeting the requirements of City Ordinance §50.02(A)(1), the CITY shall maintain the water and sewer from completion of infrastructure until Developer conveys respective right-of-way and Public Facilities to the CITY upon completion of the DEVELOPMENT, as noted in the plat and approved by the CITY. As consideration for CITY maintaining the infrastructure until the Public Facilities and right-of-way are dedicated to CITY, DEVELOPER shall provide a labor & material bond in the minimum amount of ten (10%) percent of the estimated cost of CITY providing water and sewer to the DEVELOPMENT, not to exceed \$50,000.00 (Fifty Thousand Dollars) and approval of said bond shall be subject to prior approval of CITY Risk Manager and City Attorney. DEVELOPER agrees that this labor & material bond will need to be replenished annually in an amount necessary to cover the balance of the labor & materials needed by City until such infrastructure is conveyed to the City, as determined and in the sole discretion of the City's Director of Utilities, or his designee. The DEVELOPER covenants and agrees it shall also be responsible and shall indemnify and hold CITY harmless of any and all costs, damages, charges and repairs of any kind arising out of this Agreement, even if such costs exceed the above mentioned \$50,000 (Fifty Thousand Dollar) amount.

DEVELOPER shall also provide loop connections at NW 6th Avenue and NW 15th Street for re-use water system water and shall also provide a connection to each lot for a future meter, see Exhibit "C" ("WATER AND SEWER PLAN").

8. LIGHT POLES - DEVELOPER shall install light poles in compliance with City Code provided by Florida Power & Light and located within the 10-foot utility easements along the future right-of-way. DEVELOPER shall obtain the approval of the Director of Public Works or

City Engineer of the design and material of these light poles prior to installation and receiving permit from the City's Building Department to install same. Maintenance of the light poles will transfer to the City after completion of the last Phase of the DEVELOPMENT is complete and upon City accepting same in writing by the City Manager or designee. At the request of City of Pompano Beach, the Developer has requested FPL to provide LED light fixtures.

9. LANDSCAPING AND MAINTENANCE OF PERIMETER SWALE TREES - DEVELOPER will install and maintain the landscaping along the perimeter swales on NW 15th Street and NW 6th Avenue (up to sole discretion and approval of City) up to and through Phase 1 as defined in Paragraph 12. Thereafter, the landscaping along the perimeter swales only on NW 15th Street and NW 6th Avenue will be turned over to the CITY to maintain, upon prior written approval by the CITY's Public Works Director. Irrigation system for the landscaping along NW 15th Street and NW 6th Avenue shall be separate from the Development's irrigation system. Further, DEVELOPER shall institute an erosion and sedimentation control plan for areas not under construction that will be included in Phase 1 as approved by the CITY.

10. COMPLETION OF RESIDENTIAL DEVELOPMENT

A. 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 unless good cause has been shown, demonstrated and approved by CITY. 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 other reasonable justification acceptable to the City Commission, in its reasonable and sole discretion.

B. To facilitate the timely development of homes as required by this section, the CITY agrees to issue to DEVELOPER any necessary permits for site work to construct streets, roads, infrastructure, and other site work required prior to Plat approval and only upon DEVELOPER meeting all other applicable criteria, laws, codes and requirements for said permits. UNITS shall be residential units and are eligible to receive Building Permits when the Plat is approved (by the CITY and Broward County) and recorded.

11. SITE DEVELOPMENT WORK - Subject to the terms stated herein, the DEVELOPMENT will be constructed in Phases as outline below, but is described in more detail in Exhibit "E" ("Phasing Plan"):

- | | |
|----------|---|
| Phase 1 | For the entire Development - All infrastructure, perimeter landscaping, perimeter wall, perimeter fence, first lift of asphalt and Park will be completed prior to vertical construction. |
| Phase 2A | Completion of Twelve (12) homes. |
| Phase 2B | Completion of the PARK as outlined in this Agreement. |

- Phase 3 Completion of Twelve (12) homes (cumulative Twenty-Four (24) Homes).
- Phase 4 Completion of Seventeen (17) homes (cumulative Forty-One (41) Homes).
- Phase 4A Completion of vertical component of Park. (no later than the completion of 70% of homes constructed).
- Phase 5 Completion of Eighteen (18) homes (cumulative Fifty-Nine (59) Homes).
- Phase 6 Completion of Eighteen (18) homes (cumulative Seventy-Seven (77) Homes).

Notwithstanding the schedule outlined above, provided all permits are approved, DEVELOPER may construct more homes per Phase upon City approval, thereby reducing the subsequent phase requirements per unit completed.

12. SITE RESTORATION - DEVELOPER acknowledges and agrees that the Development work authorized and commenced in accordance with this Agreement and valid permit(s) issued by the CITY shall be subject to the following site restoration activities and improvements. In the event the building permit(s) has/have not been issued and construction has not commenced for the DEVELOPMENT ("SITE RESTORATION WORK"), no phase of the project as defined in #11 above shall be left unimproved or unsodded for a period of over 6 months. If the project site has not commenced construction in a period exceeding 6 months, then DEVELOPER agrees to the following conditions:

A. Installation of a temporary irrigation system to preserve trees and sod approved by the City;

B. Plant/replant drought resistant sod;

C. Screen any above-ground structures such as backflow preventers on all sides with low shrubs or other acceptable landscaping materials a minimum of six (6") inches high; and

D. Any other reasonable site mitigation condition requested by City and not contemplated under this Agreement, including any requests by City to address related concerns contained in the Sedimentation and Erosion Control Plan.

13. SITE RESTORATION TIMEFRAME - If the Development permits for site work are not applied for and pursued in good faith by DEVELOPER, by efficiently responding to staff's comments within a reasonable timeframe, within 240 (two hundred and forty) days from receipt of the execution of this AGREEMENT, then DEVELOPER shall initiate SITE RESTORATION activities as applicable and provided in section #12. No phase of the project may be left unimproved and unsodded for more than six (6) months.

14. DEVELOPMENT ROADWAYS/DRAINAGE - DEVELOPER shall convey all roadways and drainage constructed pursuant to this AGREEMENT to the CITY upon completion and approval of Broward County EPD Surface Water Management, as noted in the Plat. A conceptual exhibit depicting the location of the roadways contemplated for construction pursuant to this AGREEMENT is attached hereto as Exhibit "F" ("Paving, Grading and Drainage Plan"). 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. Further CITY agrees that the second lift of asphalt will be required at completion of Phase 6.

15. PARK NAME, SIGNS, AND DEVELOPMENT

A. Name. DEVELOPER agrees to comply with the CITY's criteria for naming of the PARK which policy has been approved by the City Commission and outlines certain criteria that must be met and approved by the City Commission.

B. Signs.

a. Main Park Sign. DEVELOPER shall receive prior approval from City of Park Sign and shall purchase and provide the Park sign for the PARK, which the CITY agrees it will maintain upon acceptance of Park.

b. Park Hours Sign. The CITY will provide sign(s) for PARK hours upon acceptance of City Park.

C. Development. DEVELOPER will provide:

a. parking for the park as shown in the MASTER PLAN and approved by the City;

b. solar ambient lighting will be paid for and provided by the DEVELOPER;

c. a five foot (5') fence with one gate to each street as shown in the MASTER PLAN; and

d. the City acknowledges and is aware that DEVELOPER is intending to use KaBoom, through a DEVELOPER special donor, for the vertical development (park equipment) of the PARK. It is understood that KaBoom has its own procedures in developing parks to suit the surrounding community that will be utilizing the equipment. The CITY hereby agrees to the vertical development of the PARK in Phase 2B as outlined in the KaBoom procedures attached hereto as Exhibit "H" ("KABOOM PROCEDURES"). Any timelines for the construction of the RESIDENTIAL UNITS Phases will not effect Phase 2B. PARTIES agree that best efforts will be made to work with KaBoom to have the vertical development completed timely, preferably before the start of Phase 3, but definitely no later than the completion of Phase 4A or 54 homes completed.

16. STREET NAMING - DEVELOPER shall retain the right to name the streets, but agrees to use terminology acceptable to the CITY, United States Post Office and agrees to comply with the City's policy as approved by the City Commission.

17. PARK IMPACT FEES - The CITY agrees that DEVELOPER will receive credit for the land dedicated for the PARK against the Neighborhood Park Impact Fee; said credit will be divided by 77 and applied against the fee assessed to each RESIDENTIAL UNIT upon the individual unit permit being issued (see Exhibit G).

A. 46.7% of the total current Neighborhood Park Impact fee will be credited at the time of permit approval for each Residential Unit.

B. Community Park Impact fee will be fully assessed at the time of permit approval for Residential units.

18. DEVELOPMENT SIGN

A. The CITY hereby authorizes DEVELOPER to locate the DEVELOPMENT SIGN in the Right-of-Way as outlined in Exhibit "T" and with prior approval of City Engineer and Public Works Director. The Developer agrees to obtain a Revocable License Agreement for the community sign in the Right-of-Way if required.

B. Description of Location

CITY hereby grants to DEVELOPER the revocable right, license and privilege of occupying the location shown on Exhibit "I," (hereafter referred to as "LOCATION"), attached hereto and made a part hereof for the construction, installation, and maintenance of a sign ("IMPROVEMENT") as shown on the MASTER PLAN.

C. Term

The term of this license related to the IMPROVEMENT shall run in perpetuity (except for the terms cited in this agreement for certain provisions) provided DEVELOPER continues to maintain the IMPROVEMENT in good operating condition as determined by the CITY and the surrounding PROPERTY in substantially the same condition as it existed prior to the IMPROVEMENT being installed by DEVELOPER, and also as reasonably determined by the CITY. Should the CITY reasonably determine that DEVELOPER has failed to so maintain the IMPROVEMENT, that a higher municipal use is required of the subject LOCATION or that the public's health, safety or welfare is at risk, then DEVELOPER shall be notified to cease use of the Location as it relates to the installation and maintenance of the IMPROVEMENT. Notice shall be sent in writing, in accordance with Paragraph 21 hereof, sixty (60) days prior to termination of this license.

D. Use of Premises

DEVELOPER shall use and occupy the right-of-way for the installation and maintenance of a monument sign the containing the name of the Development, which is depicted in detail in Exhibit "I" ("DEVELOPMENT SIGN LOCATION").

The LOCATION shall not be used for any other purposes whatsoever without written consent of the City. DEVELOPER shall not permit the licensed LOCATION to be used or occupied in any manner that is inconsistent with the use granted herein and which will violate any laws or regulations of any governmental authority. DEVELOPER shall at all times, with the exception of when work is being done as approved by the CITY, shall keep and maintain LOCATION in as good of a condition or better than prior to the IMPROVEMENT. As DEVELOPER is constructing all infrastructure as stated in paragraph 6, DEVELOPER will be mindful when installing the IMPROVEMENT so as to not destroy same or it will repair any infrastructure in the LOCATION damaged during same.

DEVELOPER agrees this license is contingent upon it submitting a site plan or location plan and blueprints or other documentation as is usually required by the Building Department for the issuance of a permit and granting of this license does not in any way waive any other building or construction ordinances, fees or requirements of the CITY. DEVELOPER shall not commence the vertical construction of the IMPROVEMENT in the LOCATION prior to approval of the permit by City for same.

E. Assignment - DEVELOPER is not permitted to assign, transfer, convey or otherwise dispose of this license to any other person or corporation without the prior written approval of CITY. In the event of an attempt to assign, transfer, convey or otherwise dispose of this license without approval shall make this license null and void, and terminated without notice to DEVELOPER.

F. Maintenance - DEVELOPER agrees to at all times maintain and repair at its sole cost and expense said IMPROVEMENT at said LOCATION to be reasonably determined at the sole discretion of the CITY, pursuant to this REVOCABLE LICENSE AGREEMENT subsection. DEVELOPER shall be solely responsible and answerable for any and all damages related to all accidents involving the Development Sign and shall indemnify the City for injuries to person or property arising out of or caused by the installation of the Development Sign, whether such incident takes place during the installation or subsequent to the installation of the Development Sign or in any way is connected to the Development Sign. Nothing contained in this subsection is intended to serve as a waiver of the CITY's sovereign immunity.

19. DURATION OF THIS ENTIRE AGREEMENT - This AGREEMENT shall remain in full force and effect for a period of six (6) years from the Effective Date ,except for the Development Sign license granted herein which shall be governed by the term provided for in Section 18 of this Agreement. 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.

20. PERIODIC REVIEW - The City shall retain the discretion to review the PROPERTY subject to this AGREEMENT to determine if there has been demonstrated good faith compliance with the terms set forth herein by each of the PARTIES with respect to their obligations. If the CITY finds that there has been a failure of DEVELOPER to substantially comply with the terms of this AGREEMENT, the AGREEMENT may be revoked or modified by the City Commission.

21. NOTICES - Any notice or demand, under the terms of this AGREEMENT, or by any statute or ordinances must be given or made by a party hereto and shall be in writing and shall be given by certified mail to the other party at the address(es) as set forth below, or to such other address as a party may from time to time designate by notice.

Addresses of the PARTIES are as follows:

For City: City Manager
City of Pompano Beach
100 West Atlantic Boulevard
Pompano Beach, Florida 33060

Copy to: City Attorney
City of Pompano Beach
100 West Atlantic Boulevard
Pompano Beach, Florida 33060

For DEVELOPER: Executive Director
Habitat for Humanity of Broward, Inc.
3564 North Ocean Boulevard
Fort Lauderdale, FL 33308

Copy to: Dennis D. Mele, Esq.
Greenspoon Marder
200 East Broward Boulevard
Suite 1800
Fort Lauderdale, FL 33301

Michelle J. Gomez, Esq.
Saunders, Curtis, Ginestra & Gore, P.A.
8201 Peters Road, Suite 2200
Fort Lauderdale, FL 33324

22. 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.

23. RECORDING - This AGREEMENT shall be recorded in the Public Records of Broward County, at the sole cost of the Developer, within fourteen (14) days after the execution by the PARTIES.

24. EFFECTIVE DATE - This AGREEMENT shall become effective upon execution and recordation in the Public Records of Broward County, Florida.

25. 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 and written, except as herein contained. The CITY shall not request any additional improvements or contributions except for those expressly set forth in this AGREEMENT.

26. 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.

27. 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 assigns may require.

28. SEVERABILITY - The invalidity of any provision hereof shall in no way affect or invalidate the remainder of this AGREEMENT.

29. 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 document.

30. 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.

31. BINDING EFFECT - The obligations imposed pursuant to this AGREEMENT upon DEVELOPER 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.

32. ATTORNEYS' FEE - Should any PARTY hereto bring an action against the other to enforce the terms of and provisions hereof, then the PARTY prevailing in said action shall be entitled to a judgment against the other one for reasonable attorneys' fee and costs at both the trial and appellate levels.

"CITY":

Witnesses:

CITY OF POMPANO BEACH

Sandra M. [Signature]

By:

[Signature]
LAMAR FISHER, MAYOR

Shelly R. Bulhotanico

By:

[Signature]
GREGORY P. HARRISON, CITY MANAGER

Attest:

[Signature]
ASCELETA HAMMOND
CITY CLERK

(SEAL)

Approved As To Form:

[Signature]
MARK E. BERMAN
CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

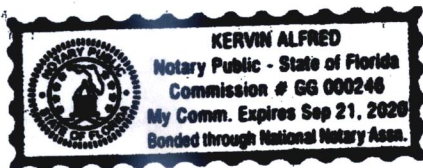
The foregoing instrument was acknowledged before me this 28th day of July, 2017 by **LAMAR FISHER** as Mayor, **GREGORY P. HARRISON** as City Manager and **ASCELETA HAMMOND** as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who are personally known to me.

NOTARY'S SEAL:

[Signature]
NOTARY PUBLIC, STATE OF FLORIDA

Kevin Alfred

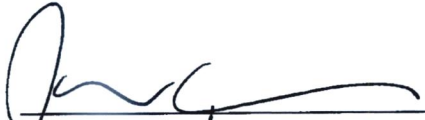
(Name of Acknowledger Typed, Printed or Stamped)



Commission Number

"DEVELOPER":

Witnesses:



Jose M. Arendal
Print Name



Janet Rancano
Print Name

HABITAT FOR HUMANITY OF BROWARD, INC.
a Florida Not For Profit Corporation

By: 

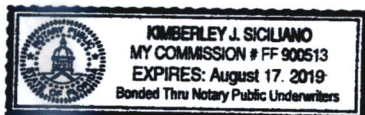
NANCY ROBIN
Typed or Printed Name

Title: CEO, HABITAT FOR HUMANITY OF BROWARD.
(SEAL)

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 27th day of June, 2017, by NANCY ROBIN as CEO of HABITAT FOR HUMANITY OF BROWARD, INC., a Florida Not For Profit Corporation, on behalf of the corporation. He/she is personally known to me or who has produced _____ (type of identification) as identification.

NOTARY'S SEAL:





NOTARY PUBLIC, STATE OF FLORIDA
Kimberley J. Siciliano
(Name of Acknowledger Typed, Printed or Stamped)
ff 900513
Commission Number

CLS:jrm
6/26/17
L:agr/devsrvcs/2017-796

Exhibit A

Legal Description

PARCEL "A" ABYSSINIAN BAPTIST CHURCH OF CHRIST, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 167, AT PAGE 22 OF THE PUBLIC RECORDS OF BROWARD COUNTY FLORIDA.

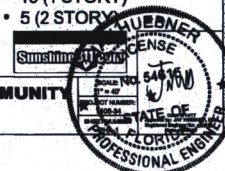
TOGETHER WITH;

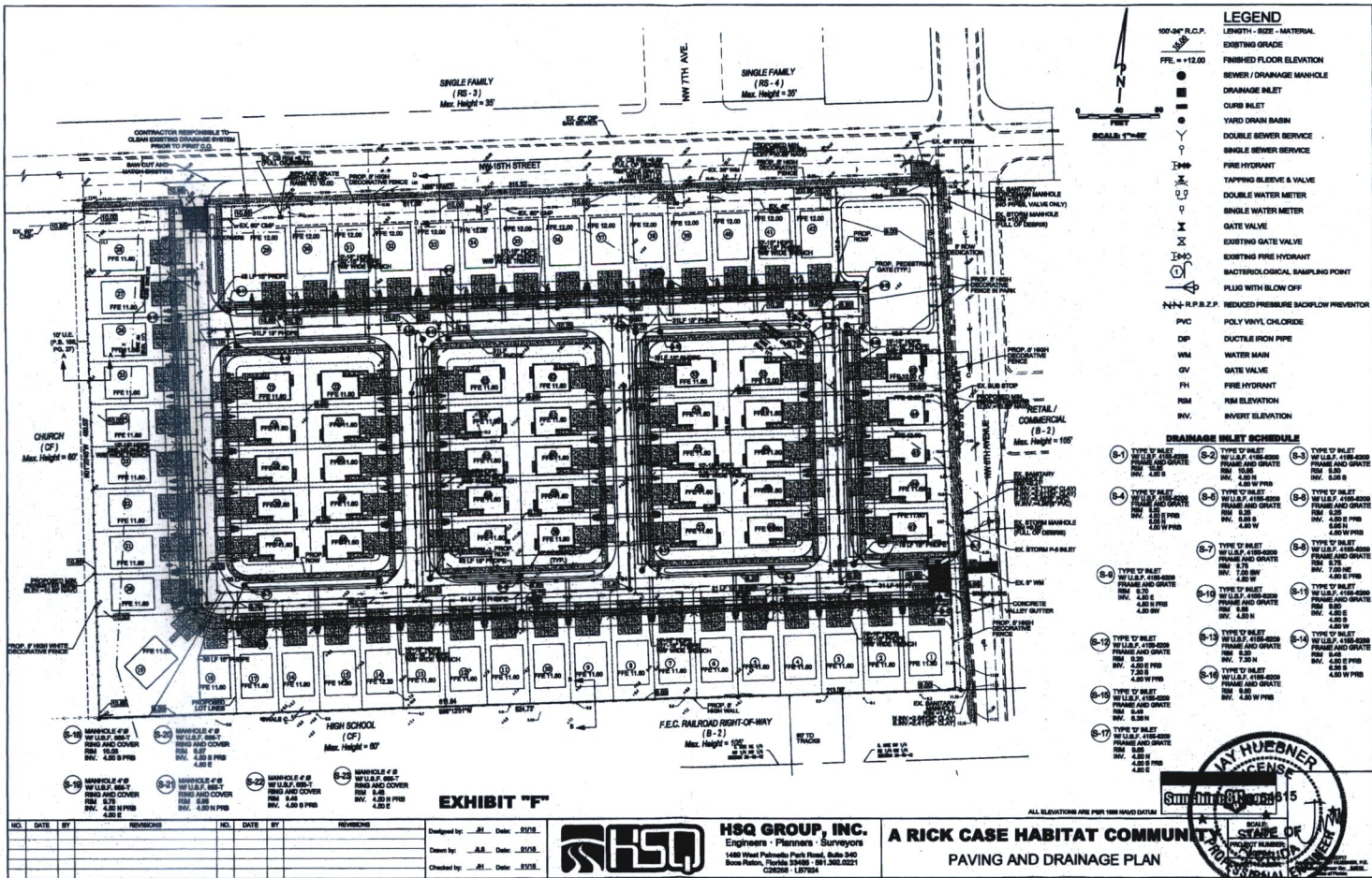
ALL THAT PART OF THE NW $\frac{1}{4}$ OF THE NE $\frac{1}{4}$ OF THE NW $\frac{1}{4}$ LYING WEST OF AND ADJACENT TO NW 6TH AVENUE, LESS THE F.E.C. RAILROAD RIGHT OF WAY OF THE SOUTH 150 FEET AND NORTH 35 FEET WHICH HAS BEEN DEDICATED FOR ROAD RIGHT- OF-WAY OF NW 15TH STREET, ALL IN SECTION 35, TOWNSHIP 48 SOUTH, RANGE 42 EAST, BROWARD COUNTY, FLORIDA;

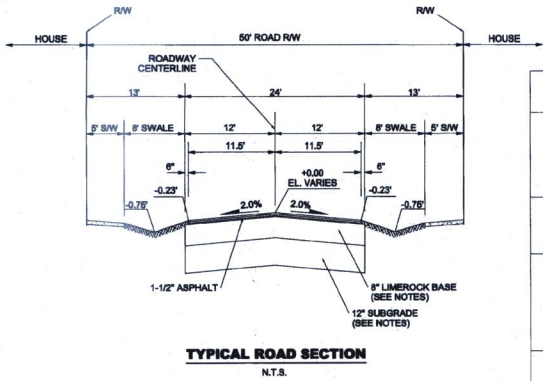
AND

THE EAST 100 FEET OF THE E $\frac{1}{2}$ OF THE NE $\frac{1}{4}$ OF THE NW $\frac{1}{4}$ OF THE NW $\frac{1}{4}$, EXCEPT THE SOUTH 150 FEET FOR FLORIDA EAST COAST RIGHT-OF-WAY AND EXCEPT THE NORTH 35 FEET THEREOF, DEDICATED FOR STREET RIGHT-OF-WAY, IN SECTION 35, TOWNSHIP 48 SOUTH, RANGE 42 EAST, BROWARD COUNTY, FLORIDA.

SAID LANDS SITUATE IN THE CITY OF POMPANO BEACH, BROWARD COUNTY, FLORIDA







UNIT ALLOWANCES AND RESTRICTIONS:	
THE INDIVIDUAL UNITS ARE FEE SIMPLE ONLY AND CANNOT BE CONVERTED TO RENTAL PROPERTY. THE HOMES ARE CONSTRUCTED TO HABITAT FOR HUMANITY STANDARDS.	
GARAGE	1. THE HOME OWNER IS NOT ALLOWED TO ENCLOSE THE GARAGE. THE UNIT OWNER IS REQUIRED TO MAINTAIN TWO PARKING STALLS AT ALL TIMES TO INCLUDE THE GARAGE AREA.
GARBAGE	2. GARBAGE AND RECYCLING ARE CURB SIDE PICKUP. EACH UNIT OWNER WILL BE RESPONSIBLE FOR CARRYING THEIR GARBAGE AND RECYCLING TO THE STREET AND REMOVING THE EMPTY CONTAINERS IN A TIMELY MANNER. GARBAGE AND RECYCLING CONTAINERS SHALL BE PLACED EITHER IN THE GARAGE OR ON THE SIDE OF THE HOME OUT OF SIGHT FROM THE STREET.
SIDE YARD	3. NO STRUCTURAL IMPROVEMENTS SHALL BE PLACED IN THE SIDE SETBACKS. NO FENCING OR LANDSCAPING SHALL BE PLACED IN DRAINAGE SWALES THAT WOULD PROHIBIT THE FLOWAGE OF STORMWATER.
BACK YARD	4. THE BACK YARDS ARE TO REMAIN AS OPEN SPACE USAGE AND BE COMPRISED OF GRASS AND LANDSCAPE MATERIALS. 5. NO BUILDING EXPANSION, SHEDS OR POOLS ARE ALLOWED. THE UNIT OWNER IS ALLOWED TO PROVIDE FOR A CONCRETE OR BRICK PAVEMENT PATIO TO A MAX. SIZE OF 10'X10' LOCATED AT THE BACK DOOR. 6. A COVERED CANOPY OR EXTENDED ROOF AWNING IS ALLOWED OVER THE PATIO.
FENCING	7. INDIVIDUAL LOT OWNERS CAN PROVIDE A FENCE ON THE SIDE YARD PROPERTY LINE. THE FENCE SHALL BEGIN AT THE BACK WALL OF THE HOUSE AND MAY EXTEND 10' INTO THE BACKYARD. THE FENCE HEIGHT SHALL BE 6' HIGH. A BACKYARD FENCE MAY BE INSTALLED BY THE UNIT OWNER. THE UNIT OWNER IS RESPONSIBLE FOR MAINTAINING THE EASEMENT AREA WITHIN THE PRIVATE LOT.

MASTER SITE TABLE	
CURRENT USE:	SINGLE FAMILY RESIDENTIAL
LAND USE DESIGNATION:	M (10-10)
ZONING DESIGNATION:	RFLD
TOTAL AREA:	383,844.8 SF 8.93 AC 100.00 %
INTENSITY AND DIMENSIONAL STANDARDS:	
CURRENT USE:	SINGLE FAMILY UNITS
MINIMUM LOT AREA:	36 ± 7% ± 2,736 SF TO 3,800 SF MAX.
MAXIMUM BUILDING HEIGHT:	2 STORIES (8'0")
MINIMUM LOT WIDTH:	36'
MAXIMUM IMPERVIOUS AREA:	2,000 SF PER LOT.
DWELLING UNITS COUNT:	
DENSITY 8.85 DU/AC	77 TOTAL NUMBER OF UNITS
FOOTPRINT COVERAGE:	
TOTAL BUILDINGS FOOT PRINT:	81,281.25 SF 1.89 AC
MAXIMUM INDIVIDUAL BUILDING SIZE:	2,000.00 SF
INDIVIDUAL LOT COVERAGE:	85 % MAX.
PARKING DATA:	
REQUIRED:	
77 X 2 = 154 SPACES	
NOTES:	
PARKING STALL ASSOCIATED WITH DRIVEWAYS IN FRONT OF UNITS WILL NOT BE STRIPED. PARKING MUST BE IN DESIGNATED PARKING AREAS.	
SIDEWALK REMAIN CLEAR FOR PEDESTRIAN.	
NO ON-STREET PARKING EXCEPT FOR 2 SPACES IN PARK.	
GARAGE MUST BE USED FOR PARKING	
GARAGES ARE NOT ALLOWED TO BE ENCLOSED OR USED FOR ANY OTHER PURPOSE THAN PARKING IF THE UNIT OWNER HAS MORE THAN ONE VEHICLE.	
GARBAGE MUST BE KEPT IN GARAGE OR STORAGE AREA.	
MAX. DRIVEWAY WIDTH SHALL NOT EXCEED 22 FT. WIDE, MIN. 2 FT. FROM LOT LINE.	

EXHIBIT "F"

NO.	DATE	BY	REVISIONS	NO.	DATE	BY	REVISIONS

Designed by: JH Date: 5/2/21

Drawn by: JH Date: 5/2/21

Checked by: JH Date: 5/2/21



HSQ GROUP, INC.
Engineers - Planners - Surveyors
1480 West Piedmont Park Road, Suite 340
Bloomington, Indiana 47403 - 317.345.2271
CSC038 - L18704

A RICK CASE HABITAT COMMUNITY
PD NOTES



EXHIBIT "G"

Required Land in lieu of Fee

Total Units	Number of Units	Number of Bedrooms	Persons per Bedroom per 154.74(E)(2)	Total Persons based on Units	Total Number of persons for development	Divider	Persons divided by 1,000	2 acre multiplier	* Number of Acres needs in lieu of Fee
77	38	3	3.438	130.644	304.194	1000	0.304194	2	0.6
	39	4	4.45	173.55					

*** 0.28 acres will be dedicated to the City, as a fully equipped park according to RPUD Document and Master Plan.

46.7% of the Total Required Land (0.28 acre*** / 0.6 acre* X 100 = 46.7%) is proposed to be dedicated.

46.7% of Neighborhood Park Impact fee will be credited at the time of permit approval for each residential Unit

EXHIBIT "H" 1 of 3

(f)

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Grants

Opportunities to help communities take bold steps toward beginning or completing playspace projects

Sign up to receive notifications when new opportunities are open



Build it with KaBOOM! ([Y.KABOOM.ORG/](#))

Thanks to the generosity of dedicated funding partners, KaBOOM! has exciting ongoing grant opportunities for community partners to transform their community spaces! Build it with KaBOOM! grant opportunities are based on geographic locations where and when KaBOOM! currently has funding. KaBOOM! encourages potential community partners to apply in advance. As grant opportunities present themselves, KaBOOM! can quickly be in touch with you to schedule the next steps in the application process.



A Build it with KaBOOM! grant provides the facilitation and support of an experienced Project Manager as community members embark on a 5–12 week planning process. After selection, all partners will join together for a community Design Day, inviting play experts (the kids, of course) to design their dream playspace. Your hard work and required weekly planning will result in a six-hour community day, where you will transform your community space to include a permanent play structure (equipment will be ordered by your Project Manager from Playworld Systems, Inc.) as well as site enhancements that will make your space 100% unique to your community. Site

Grants ([/grants](#))

Build it with KaBOOM!
([/grants/build_it_with_kaboom](#))

Build It Yourself
([/grants/build_it_yourself](#))

Creative Play Grants
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Non-KaBOOM! Grants
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FAQ ([/grants/faq](#))

EXHIBIT "H" 2 of 3

enhancements vary for each project due to location, budget and scope of project; please see our playground enhancement projects (/resources/enhancement_projects) to brainstorm what projects may be part of your community-space vision.

If you have additional questions, please contact us at apply@kaboom.org (<mailto:apply@kaboom.org>).

Further Information and Resources

- [Download our Grant Application Guide](#)
(<http://media1.kaboom.org/app/assets/resources/000/001/345/original/KaBOOM-Grant-Application-Guide-March2016.pdf>)
- [KaBOOM! Funding Partners](#) (/partners/meet_our_partners)
- [KaBOOM! Build Photo Galleries](#) (/about_kaboom/photo_galleries)
- [KaBOOM! Videos](#) (</videos>)

Priority Communities

We partner with organizations to build playgrounds across the country and accept applications on a rolling basis. While we do not have specific geographic eligibility within the United States, Build it with KaBOOM! is currently seeking applicants in the priority cities listed below. Funding is not exclusive to these communities, so if your city is not listed, we still encourage you to apply!

Within the USA

Arizona	Phoenix
California	Los Angeles area, Modesto, Orange County, Riverside, San Diego, San Francisco, San Jose, Santa Clara County
Colorado	Denver
Connecticut	Fairfield County
Washington D.C.	Washington D.C. area
Florida	Ft. Lauderdale, Miami, Orlando, Tampa
Georgia	Atlanta
Illinois	Chicago
Indiana	Indianapolis
Kentucky	Glasgow
Louisiana	Baton Rouge, New Orleans
Maryland	Baltimore area
Massachusetts	Boston
Michigan	Grand Rapids
Minnesota	Minneapolis, St. Paul
New Jersey	Burlington County
New Mexico	Albuquerque
New York	Islip, Long Island, New York City and greater New York City area, and Westchester County
North Carolina	Charlotte, Johnston County, Raleigh

EXHIBIT "H" 3 of 3

Ohio	Cincinnati, Cleveland
Pennsylvania	Beaver County, Allegheny County, Philadelphia
Tennessee	Brownsville, Clarksville, Fayetteville, Jellico, Knoxville, McMinnville, Nashville, Oneida, Spencer, Sparta
Texas	Dallas/Fort Worth, Houston, San Antonio
Washington	Seattle
Military	Continental US communities serving Military and Veteran families
Outside the USA	
Mexico	Mexico City, Tecamac

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Map of Play (https://mapofplay.kaboom.org)		

 (<https://www.instagram.com/kaboom>)

 (<https://www.pinterest.com/kaboomplay>)

 (<https://www.youtube.com/kaboomplay>)

 (<https://www.twitter.com/kaboom>)

 (<https://www.facebook.com/kaboom>)

EXHIBIT "I" 1 of 2**SIGN AREA
RICK CASE HABITAT COMMUNITY****LEGAL DESCRIPTION**

A 5 FOOT BY 15 FOOT PARCEL LYING WITHIN THAT PART OF THE NW 1/4 OF THE NE 1/4 OF THE NW 1/4 LYING WEST OF AND ADJACENT TO NW 6TH AVENUE, ALL IN SECTION 35, TOWNSHIP 48 SOUTH, RANGE 42 EAST, BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCE AT THE SOUTHEAST CORNER OF PARCEL "A", ABYSSINIAN BAPTIST CHURCH, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 167, AT PAGE 22 OF THE PUBLIC RECORDS OF BROWARD COUNTY FLORIDA; THENCE NORTH 88°12'01" EAST ALONG THE EASTERLY EXTENSION OF THE SOUTH LINE OF SAID PARCEL "A", A DISTANCE OF 213.09 FEET TO THE WEST RIGHT-OF-WAY LINE OF NORTHWEST 6TH AVENUE, AS RECORDED IN OFFICIAL RECORDS BOOK 363, AT PAGE 648, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE NORTH 02°33'13" WEST, ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 142.53 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 02°33'13" WEST, ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 15.00 FEET; THENCE SOUTH 87°26'47" WEST, A DISTANCE OF 5.00 FEET; THENCE SOUTH 02°33'13" EAST, A DISTANCE OF 15.00 FEET; THENCE NORTH 87°26'47" EAST, A DISTANCE OF 5.00 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN THE CITY OF POMPANO BEACH, BROWARD COUNTY, FLORIDA, AND CONTAIN 75 SQUARE FEET, MORE OR LESS.

NOTES:

1. THIS DRAWING IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. THERE MAY BE ADDITIONAL RESTRICTIONS NOT SHOWN HEREON THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY. SUCH INFORMATION SHOULD BE OBTAINED BY OTHERS THROUGH AN APPROPRIATE TITLE SEARCH.
3. THIS IS NOT A SURVEY. IT IS A GRAPHIC DEPICTION OF THE DESCRIPTION SHOWN HEREON.

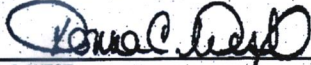
ABBREVIATIONS:

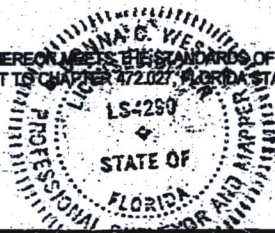
O.R.B. = OFFICIAL RECORDS BOOK
P.O.B. = POINT OF BEGINNING
P.O.C. = POINT OF COMMENCEMENT

P.B. = PLAT BOOK
PG. = PAGE
RW = RIGHT-OF-WAY

SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY THAT THE DESCRIPTION AND SKETCH SHOWN HEREON MEETS THE STANDARDS OF PRACTICE CONTAINED IN CHAPTER 6J-17 OF THE FLORIDA ADMINISTRATIVE CODE PURSUANT TO CHAPTER 472.021, FLORIDA STATUTES.


DONNA C. WEST
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA REGISTRATION NO. LS4290



HSQ GROUP, INC.
Engineers • Planners • Surveyors
1489 West Palmetto Park Rd., Suite 340
Boca Raton, Florida 33486 • 561.392.0221
CA26258 • LB7924

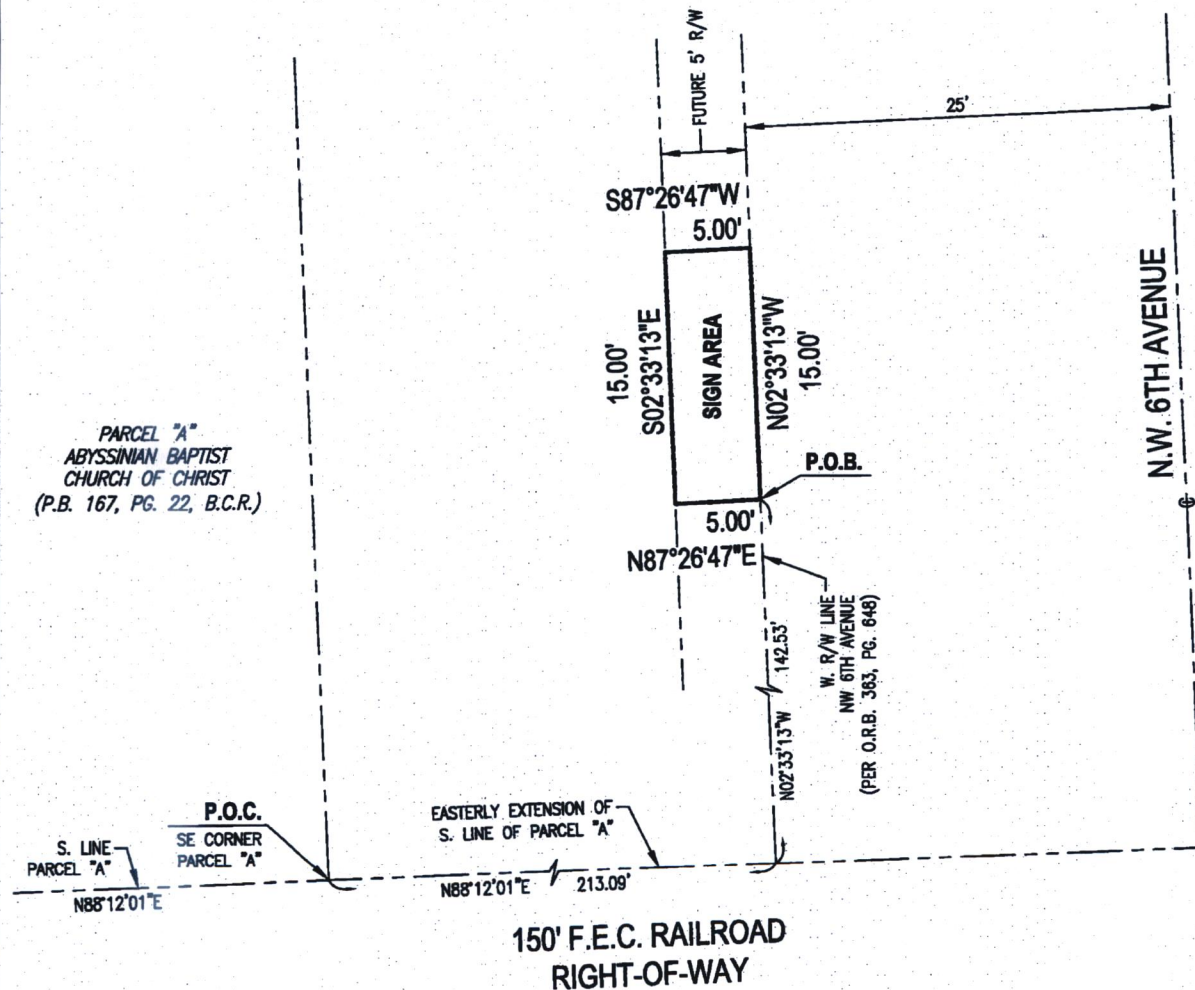
PROJECT: RICK CASE HABITAT COMMUNITY

PROJECT NO.: 1406-34

DATE: 5/31/17

SHEET 1 OF 2

EXHIBIT "I" 2 of 2



LEGEND:

⊕ CENTERLINE

SIGN AREA	5/31/17	JDV	DCW	N/A
REVISIONS	DATE	BY	CK'D	FIELD BK.
PROJECT:	RICK CASE HABITAT COMMUNITY		SCALE: 1" = 10'	
PROJECT NO.:	1406-34		SHEET 2 OF 2	

Orig. 10

RESOLUTION NO. 2017- 283

**CITY OF POMPANO BEACH
Broward County, Florida**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A DEVELOPER'S AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND HABITAT FOR HUMANITY OF BROWARD, INC.; PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA:

SECTION 1. That an Agreement between the City of Pompano Beach and Habitat for Humanity of Broward, Inc., a copy of which Agreement is attached hereto and incorporated by reference as if set forth in full, is hereby approved.

SECTION 2. That the proper City officials are hereby authorized to execute said Agreement between the City of Pompano Beach and Habitat for Humanity of Broward, Inc.

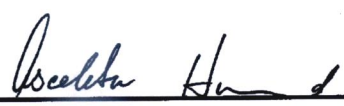
SECTION 3. This Resolution shall become effective upon final adoption of the RPUD (Residential Planned Unit Development) rezoning.

PASSED AND ADOPTED this 11th day of July, 2017.



LAMAR FISHER, MAYOR

ATTEST:



ASCELETA HAMMOND, CITY CLERK