

**CITY OF HOLLYWOOD
INTEROFFICE MEMORANDUM**

TO: Mayor and Commissioners

DATE: May 2, 2016

FROM: Jeffrey P. Sheffel
City Attorney

SUBJECT: Proposed Tri-Party Agreement among Broward County, Pulte Home Corporation, and the City for the Issuance of Building Permits Prior to Plat Recordation for the Hillcrest Country Club South Plat.

I have reviewed the above captioned agreement for form and legality. The general business terms and other significant provisions are as follows:

- 1) Department/Office involved – Public Works/Engineering
- 2) Type of Agreement – Tri-Party Agreement
- 3) Method of Procurement (RFP, bid, etc.) – n/a
- 4) Term of Contract
 - a) initial – n/a.
 - b) renewals (if any) – n/a
 - c) who exercises option to renew – n/a
- 5) Contract Amount – Developer is required to remit payment for impact fees to the County prior to any building permit being issued. Developer shall maintain with the County a letter of credit as security to guaranteed the Developer's removal and demolition of all improvements if the Developer fails to record the Plat within 18 months of the date of approval by the County.
- 6) Termination rights -
- 7) Indemnity/Insurance Requirements – n/a
- 8) Scope of Services - Developer (Hillcrest Country Club/Pulte Home Corporation) desires to obtain building permits to construct certain improvements set forth in Exhibit "B" within the boundaries of the Hillcrest Country Club South Plat prior to the recordation of the Plat.
- (9) Prior experience with Vendor (if any) – Yes.

TERM SHEET - TRI-PARTY AGREEMENT AMONG BROWARD COUNTY, CITY AND PULTE CORPORATION (HILLCREST DEVELOPMENT PROJECT) RELATING TO ISSUANCE OF BUILDING PERMITS PRIOR TO PLAT RECORDATION FOR HILLCREST COUNTRY CLUB SOUTH PLAT.

10) Other significant provisions – As the Developer requested that building permits be issued prior to the recordation of the Plat, Broward County requires that a Tri-Party Agreement be executed whereby pursuant to Paragraph 6 of the Agreement, the Developer assumes the risk associated with constructing the improvements prior to Plat recordation. As such the issuance of the permits prior to Plat recordation shall not be considered as a grant to Developer of any vested rights whatsoever, and the County or City shall not be estopped from enforcing the terms of this Agreement because of the issuance of the building permits or construction completion pursuant to such permits. In addition, if the presently approved Plat expires without the Plat being recorded, the Developer shall be required to meet all land development regulations in effect at the time then new Plat is submitted and will be subject to the concurrency determinations in effect at such time.

cc: Cathy Swanson-Rivenbark, City Manager