

PREPARED BY AND RETURN TO:  
PLANNING, ZONING & ECONOMIC  
DEVELOPMENT DEPARTMENT  
(Laurence Leeds, DIRECTOR)  
CITY OF PLANTATION  
400 N.W. 73<sup>RD</sup> AVENUE  
PLANTATION, FL 33317

**HOLD HARMLESS AND INDEMNITY AGREEMENT  
WHEN A PROPERTY OWNER AND TENANT WISH  
TO START CONSTRUCTION OR BEGIN OCCUPATION  
BEFORE PREREQUISITE DEVELOPMENT APPROVALS  
ARE GRANTED AND TO “PROCEED AT THEIR OWN RISK”**

We, \_\_\_\_\_ and \_\_\_\_\_,  
respectively, the Owner and Tenant of certain property having an ad valorem tax folio number of \_\_\_\_\_ and being legally described as:

and having a street address of \_\_\_\_\_,  
Plantation, Florida, \_\_\_\_\_ (herein, the “Premises”), have requested that the City of  
Plantation issue a building permit for planned improvements for the proposed use of the  
Premises as a \_\_\_\_\_, or have requested  
commencement of the use on the Premises prior to all appropriate development approvals  
being given. (The words “development approvals” include, but are not limited to, the enactment  
of ordinances, promulgation of resolutions, amendments to the City’s Comprehensive Plan,  
amendments to the City’s land development regulations, conditional use approvals, waivers,  
variances, variations, exceptions, etc. The words “development approvals” do not include  
compliance with the Florida Building Code, the National or State Fire Prevention Code as are  
applicable in Plantation, or any other structure construction fabrication or assembly code or  
regulation that applies to the construction process which must be followed before the Premises  
are occupied, and which after the inspection and compliance thereof results in a Certificate of  
Occupancy or Completion being issued by the Plantation Building Official.)

Owner and Tenant understand and agree that the Tenant’s planned occupancy or use of  
the Premises is subject to prerequisite development approvals by Plantation in accordance with  
established procedures and criteria, and further, this Hold Harmless and Indemnity Agreement  
and the agreement of Owner and Tenant to immediately quit the Premises and restore it to the  
condition requested of the Planning, Zoning and Economic Development Director in the event  
such prerequisite development approvals are not granted. Owner and Tenant agree that the

fact that the City permits them to proceed at their own risk shall not constitute an estoppel to the City later deciding not to grant the prerequisite development approvals, and that Owner and Tenant cannot reasonably rely on any statements or writings from the City or its officials, officers, or employees as to whether such development approvals may or may not be granted.

Owner and Tenant agree to make all appropriate applications for development approvals within thirty (30) days of the date we sign this document and use our best efforts to procure all required development orders within one hundred eighty (180) days of the date of this document. A fee of \$500.00 has been paid and receipt number \_\_\_\_\_ has been assigned by the City.

Owner and Tenant understand and specifically agree that permitting the planned improvements or the use or commencement of occupancy for the use prior to the City granting all prerequisite development approvals shall not constitute a waiver of any and all rights the City might have to refuse to grant such development approvals. Further, the granting of a Certificate of Occupancy or a Certification of Completion by the Building Official for the Premises shall in no way obligate or require the City to ultimately grant any development approvals prerequisite for the lawful use of the Premises. Therefore, the Owner and Tenant agree to release and hold the City of Plantation harmless for all construction costs and related expenses relative to any improvements made by Owner or Tenant for the use or occupancy, and for all other losses, damages, costs, expenses, and attorneys' fees (including but not limited to lost profits, reduction in property value, and cost and expenses of applying for and processing applications for development approvals) if the development approvals are not timely commenced or obtained, and additionally specifically, agree to quit and vacate the Premises immediately if such prerequisite development approvals are not obtained.

Owner and Tenant specifically acknowledge and agree that notwithstanding the existence or adequacy of other legal remedies, the City may enforce the Owner's and Tenant's agreement to immediately quit and vacate the Premises if all development approvals are not obtained by specific performance (i.e., a mandatory injunction). In the event it should become necessary for the City to enforce this Agreement, the Owner and Tenant additionally agree, jointly and severally, to pay the City all reasonable attorneys' fees, para-professional fees, costs, and expenses that the City may incur in such enforcement, before litigation commences, after litigation commences, through trial, and including all appellate and post-judgment proceedings.

Owner and Tenant jointly and severally fully and completely hold harmless and indemnify the City of Plantation, its elected officials, officers, agents, and employees (hereafter collectively referred to as the "City"), from and against any and all claims, suit actions, damages, liabilities, expenditures, or causes of action caused by negligent, reckless, willful or intentional acts or omissions of the Owner or Tenant arising from, or relative to the City permitting use occupancy in accordance with this Agreement and the City allowing the Owner and Tenant to "proceed at their own risk". The individuals signing this Agreement personally warrant and represent that if they sign for the Owner, they have the legal ability to bind the Owner to the terms of this Agreement, and likewise, if they sign this Agreement for the Tenant, they have the specific legal ability and authority to bind the Tenant to the terms of this Agreement.

Owner and Tenant agree that this document binds them, and their successors in interest and assigns.

Upon Owner and Tenant obtaining all prerequisite development approvals, the Director of Planning, Zoning & Economic Development may upon request execute and record a Notice that all prerequisite development approvals for the commencement of the use on the Premises have been obtained.

IN WITNESS WHEREOF, the Owner and Tenant have set their hands and seals on the dates shown below:

DATED: \_\_\_\_\_

OWNER: \_\_\_\_\_  
(Name of Owner)

\_\_\_\_\_

By: \_\_\_\_\_

Witness

(Printed Name and Title)

\_\_\_\_\_

\_\_\_\_\_

Witness

(Address of Owner)

DATED: \_\_\_\_\_

TENANT: \_\_\_\_\_  
(Name of Tenant)

\_\_\_\_\_

By: \_\_\_\_\_

Witness

(Printed Name and Title)

\_\_\_\_\_

\_\_\_\_\_

Witness

(Address of Tenant)

APPROVED AS TO FORM AFTER EXECUTION

By: \_\_\_\_\_  
City Attorney

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements appeared \_\_\_\_\_ as President of \_\_\_\_\_ (Owner), who is personally known to me to be the person described in and who executed the foregoing instrument, who

acknowledged before me that he/she executed the same on behalf of the corporation, who produced his/her driver's license as identification, and who did not take an oath.

WITNESS my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_,

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

\_\_\_\_\_  
Printed Name of Notary

My commission expires:

My commission no. is:

(Notary Seal)

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements appeared \_\_\_\_\_ as President of \_\_\_\_\_ (Tenant), who is personally known to me to be the person described in and who executed the foregoing instrument, who acknowledged before me that he/she executed the same on behalf of the corporation, who produced his/her driver's license as identification, and who did not make an oath.

WITNESS my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_,

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

\_\_\_\_\_  
Printed Name of Notary

My commission expires:

My commission no. is:

(Notary Seal)

- a. such Community Residential Home is located within a radius of twelve hundred feet (1200') of another Community Residential Home located in a Multi-Family Residential area; or,
- b. such Community Residential Home is located within a radius of five hundred feet (500') of an area enjoying Single Family Residential zoning;

provided such measurements are taken from the nearest point of the existing home or area of Single Family Residential zoning to the nearest point of the Proposed Location. I have personally determined that there is no similar use within the aforesaid twelve hundred feet (1200') and five hundred feet (500') radii of the Proposed Location, measured as set forth above.

The determination was made by taking the following actions:

\_\_\_\_\_.

10. I understand that the City will rely on this Affidavit in permitting me to obtain appropriate permits that may be needed to make any structures suitable for the Proposed Use at the Proposed Location, and in not seeking immediately to enforce the City zoning laws which do not permit the Proposed Use at the Proposed Location. I am making this Affidavit for this purpose and to induce the City to rely on same. The City has informed me that the location information the City receives from the State about nearby uses is sometimes inaccurate and out of date and is not reliable. Therefore, the determination I made and this Affidavit are necessary. I realize that I cannot rely on the State information as well.

11. If ever the City discovers that the facts stated herein are untrue as of the date of this Affidavit, I understand and agree that the Proposed Use at the Proposed Location will be unlawful, and that the City will be immediately entitled to enforce its laws. If such were to be the case, I understand that the City would be entitled to injunctive relief closing the Proposed

Use at the Proposed Location, in addition to other potential fines, penalties, liens, and attorneys' fees. To avoid such action, the Proposed Use will immediately cease and desist at the Proposed Location if ever it is discovered that such sworn facts herein are untrue as of the date of this Affidavit. An appeal of the City's discovery that the facts stated herein are untrue as of the date of this Affidavit may be made to the City's Board of Adjustment as provided in City Code.

12. I understand that this Affidavit will be recorded in the Public Records of Broward County, and will be binding upon the property comprising the Proposed Use and will run with the title as a restrictive covenant that may be enforced by the City of Plantation.

13. I further acknowledge and agree that the fact the Proposed Use may obtain any State approvals, licenses, or permits will not prevent the City from enforcing its laws if the facts stated herein are untrue.

14. I further acknowledge and agree that the fact the City issues permits, licenses the Proposed Use at the Proposed Location, or gave other approvals, will not prevent the City from enforcing its laws if the facts stated herein are untrue.

15. I am duly authorized by law to make this Affidavit on behalf of the business entity identified in Paragraph 4 above. Such business entity is [check appropriate box]:

- a sole proprietorship, and I am the owner thereof.
- a Partnership, Limited Partnership, Limited Liability Partnership, or a Limited Liability Limited Partnership, and I am a General Partner thereof.
- a Corporation, and I am the President or Vice President thereof.
- a Limited Liability Corporation, and I am the Managing Member thereof.

16. The business entity listed in Paragraph 4 [check appropriate box]:

is the record fee simple title owner of the Proposed Location and a copy of the Warranty Deed is attached as Exhibit "1".

is not the record fee simple title owner of the Proposed Location. The record fee simple title owner of the Proposed Location is:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
[insert Name and Address of record fee simple title owner]

Such record fee simple title owner has consented to this Affidavit and a copy of the Deed to such record fee simple title owner and its Consent to Affidavit are attached hereto as Exhibits "1" and "2", respectively.

17. I hereby swear that all of the above statements are true and correct based upon my personal knowledge.

FURTHER AFFIANT SAYETH NAUGHT.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Typed Name of Witness

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Typed Name of Witness

\_\_\_\_\_  
Affiant

\_\_\_\_\_

\_\_\_\_\_  
Affiant's Address

SWORN TO, SUBSCRIBED, AND ACKNOWLEDGED before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_ in the State and County first above-written.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF \_\_\_\_\_

\_\_\_\_\_  
Printed Name of Notary

My commission expires:

(Notary Seal)

My commission number is:

**EXHIBIT "2"**

**ACKNOWLEDGMENT AND CONSENT TO  
AFFIDAVIT OF ZONING COMPLIANCE**

The undersigned, as record fee simple title owner of the Proposed Location identified in Paragraph 4 of the attached Affidavit of Zoning Compliance, do hereby acknowledge and consent to the facts stated in said Affidavit of Zoning Compliance.

IN WITNESS WHEREOF the undersigned has set his/her hand and seal this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Signed, sealed and delivered  
in the presence of:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Record Title Owner

\_\_\_\_\_  
Typed Name of Witness

\_\_\_\_\_  
Typed Name of Record Title Owner

\_\_\_\_\_  
Witness

\_\_\_\_\_

\_\_\_\_\_  
Typed Name of Witness

\_\_\_\_\_  
Address

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

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, appeared \_\_\_\_\_, who is personally known to me to be the person described in and who executed the foregoing instrument and who has produced his/her driver's license(s) as identification and acknowledged before me that he/she executed the same and who did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this \_\_ day of \_\_\_\_\_, 2003.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

\_\_\_\_\_  
Printed Name of Notary

My commission expires:

(Notary Seal)

My commission number is: