

The following model for preliminary development agreements authorized by Subsection 380.06(8), Florida Statutes , is generally sufficient. The model may be varied to meet the facts of a particular case as long as the variance complies with Subsection 380.06(8), F.S. The Department may require the Developer to justify in writing any proposed variation from this model.

PRELIMINARY DEVELOPMENT AGREEMENT FOR (insert name of project)

This Agreement is entered into between _____("Owner"),
_____("Developer")and the State of Florida, Department of Community Affairs
("Department")subject to all other governmental approvals and solely at the Owner's and Developer's
own risk.

WHEREAS, the Department is the state land planning agency having the power and duty to
exercise general supervision of the administration and enforcement of Chapter 380, Florida Statutes (F.S.),
which includes provisions relating to developments of regional impact (DRI); and

WHEREAS, the Department is authorized to enter into preliminary development agreements
pursuant to Subsections 380.032(3)and 380.06(8), F.S. , and Rule 9J-2.185, Florida Administrative Code;
and

WHEREAS, The Owner and Developer represent and state that:

A. The Owner is **(insert a description of all the owners, such as an individual, a
partnership, or a Florida Corporation)**, which owns in fee simple absolute ____ acres located in
_____ County, Florida, more particularly described in Exhibit "A" to this Agreement **(legal
description)**.No other person or legal entity has any interest in said land.

B. The Developer is **(insert a description of the Developer, such as a Florida
Corporation)**, which proposes to develop a project known as the **(insert name of project)**hereinafter
referred to as "the Project."**(Include a general description of the entire proposed development,
including type of development)**upon the land owned by the Owner; and

C. The Developer proposes to develop a portion of the Project prior to issuance of a final development order; and

D. The Owner or the Developer has an interest in land or development located within five miles of the Project perimeter **(insert address or legal description of property, description of type and extent of interest, size in acres or square feet, description of type development located on said property or planned for said property, and name of said development, if any).**

OR

E. The Owner and Developer do not have any interest in any other land or development located within five miles of the Project; and

F. The preliminary development authorized by this Agreement is limited to lands which are suitable for development; and

G. The existing public infrastructure will accommodate the uses planned for the preliminary development authorized by this Agreement, when such development will utilize public infrastructure; and

H. The preliminary development authorized by this Agreement will not result in material adverse impacts to existing or planned facilities.

(No other representations are necessary. However, any desired additional statements may include FACTUAL information and representations which will:

A. Assist the Department in determining that:

1. The preliminary development authorized by this Agreement is limited to lands which are suitable for development;
2. That adequate public infrastructure exist to accommodate the preliminary development;
3. The preliminary development is essential to the ultimate viability of the total proposed development;
4. The preliminary development will not result in material adverse impacts to existing resources or planned facilities; and

B. Specify how Chapter 380, F.S., has been applied to the project in the past.

NOW THEREFORE, for and in consideration of the mutual covenants contained herein, it is hereby understood and agreed:

1. The Developer and Owner assert and warrant that all the representations and statements concerning the Project made to the Department and contained in this agreement are true, accurate, and correct. Based upon said representations and statements, the Department concludes that this Agreement is in the best interest of the State, is necessary and beneficial to the Department in its role as the state agency with the responsibility for the administration and enforcement of Chapter 380, F.S., and reasonably applies and effectuates the provisions and intent of Chapter 380, F.S..

2. The Project is a development of regional impact as defined by Section 380.06, F.S. Within 45 days from the date of execution of this Agreement, the Developer shall meet with the _____ Regional Planning Council for the pre-application conference required by Subsection 380.06(7), F.S. Within three months from the date of execution of this Agreement, the Developer shall file an Application for Development Approval (ADA) for the Project, which shall include the land described in Exhibit A. **(Exhibit A must be a legal description of the land, and a map)**. The ADA shall assess all the impacts associated with the entire development of the Project, including the preliminary development authorized by this Agreement.

3. Time is of the essence. Failure to timely attend the pre-application conference or to timely file the ADA or to otherwise fail to diligently proceed in good faith to obtain a final development order shall constitute a breach of this Agreement. In the event of such a breach, the Developer shall immediately cease all development of the Project, including the preliminary development authorized by this Agreement.

4. The Developer may undertake the following development after the date of execution of this Agreement and prior to issuance of a final development order:

[Specify:

A. The location, including legal description where the preliminary development may occur, and

B. The maximum amount of development authorized in square feet, number of buildings, number of dwelling units, or other appropriate measure, and

C. A map or diagram must be included.

All other lands are to remain undeveloped and no other development, as defined by Subsection 380.04, F.S., shall occur until such time as a final development order is approved for the Project in its entirety. The preliminary development authorized by this paragraph shall be subject to the terms and conditions of the final development order.

5. The preliminary development authorized by this Agreement is less than 80% of any applicable numerical guideline and standard.

6. The Developer and The Owner shall not claim vested rights, or assert equitable estoppel, arising from this Agreement or any expenditures or actions taken in reliance on this Agreement to continue with the total proposed development beyond the preliminary development. This Agreement shall not entitle the Developer or the Owner to a final development order approving the total proposed development nor to particular conditions in a final development order.

7. In the event of a breach of this Agreement or failure to comply with any condition of this Agreement, or if this Agreement is based upon materially inaccurate information, the Department may terminate this Agreement or file suit to enforce this Agreement as provided in Sections 380.06 and 380.11, F.S., including a suit to enjoin all development.

8. Nothing in this Agreement shall constitute a waiver by any party of the right to appeal any development order pursuant to Section 380.07, F.S..

9. The restrictions and conditions of the final development order issued pursuant to Chapter 380, F.S., shall supersede the restrictions and conditions upon development of this Agreement. **(An exception shall be made for any commitment which is intended to survive the issuance of the development order.)**

10. This Agreement affects the rights and obligations of the parties under Chapter 380, F.S. It is not intended to determine or influence the authority or decisions of any other state or local government or agency in issuance of any other permits or approvals which might be required by state law or local ordinance for any development authorized by this Agreement. This Agreement shall not prohibit the regional planning agency from reviewing or commenting on any regional issue that the regional agency determines should be included in the regional agency's report on the ADA.

11. The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the heirs, personal representatives, successors and assigns of the parties hereto. The Developer and Owner shall ensure and provide that any successor in interest in and to any lands or parcels affected by this Agreement is bound by the terms of this Agreement. The Developer shall record this agreement which complies with Section 380.06(8)(a)10., F.S., in the Official Records of _____ County, Florida, and shall provide the Department with a copy of the recorded Agreement including Book and Page number within two (2) weeks of the date of execution of this Agreement.

12. The date of execution of this agreement shall be the date that the last party signs and acknowledges this Agreement.

DEVELOPER

By: _____

STATE OF FLORIDA

COUNTY OF _____

The forgoing instrument was acknowledge before me this ____ day of _____, 20__, by
(name of officer or agent, title of officer or agent)of **(name of corporation)**, a **(state or place of incorporation)**corporation, on behalf of the corporation.

(impress official seal)

Notary Public, State of Florida
My commission expires:_____

WITNESS:_____

WITNESS:_____

OWNER

By: _____
STATE OF FLORIDA
COUNTY OF _____

The forgoing instrument was acknowledge before me this ____ day of _____, 20__, by
(name of individual).

(impress official seal)

Notary Public, State of Florida
My commission expires:_____

WITNESS:_____

WITNESS:_____

DEPARTMENT OF COMMUNITY AFFAIRS

Approved as to form and legal sufficiency:

General Counsel
Department of Community Affairs

By: _____
Department of Community Affairs
2555 Shumard Oak Blvd.
Tallahassee, Florida 32399

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____, _____ of the Department of Community Affairs, an agency of the state of Florida, on behalf of the Department.

(impress official seal)

Notary Public, State of Florida

My commission expires:_____

WITNESS:_____

WITNESS:_____

The following model for Notice of Preliminary Development Agreement required by Subparagraph 380.06(8)(a)(10), F.S., is generally sufficient.

Notice of Preliminary Development Agreement
for a Development of Regional Impact known as

PLEASE TAKE NOTICE that a Preliminary Development Agreement for a Development of Regional Impact covering **(insert the legal description of the land required to be included in the Application for Development Approval)** was entered into on **(insert date of execution)** pursuant to Subsection 380.06(8), F.S., between the Florida Department of Community Affairs and **(insert the names of the other parties to the Agreement)**. The Agreement may be examined at the office of the Department of Community Affairs, Bureau of Resource Management, 2555 Shumard Oak Blvd., Tallahassee, Florida 32399, (904) 488-4925. Said Preliminary Development Agreement constitutes a land development regulation applicable to the land covered by the Agreement.

WITNESS: _____ OWNER _____

WITNESS: _____

By: _____

STATE OF FLORIDA

COUNTY OF _____

The forgoing instrument was acknowledge before me this ____ day of _____, 19__, by **(name of officer or agent, title of officer or agent)** of **(name of corporation)**, a **(state or place of incorporation)** corporation, on behalf of the corporation.

(impress official seal)

Notary Public, State of Florida
My commission expires:_____

(The other statutory short forms of acknowledgment that appear in Section 695.25, F.S., may also be used.)

Prepared by:_____