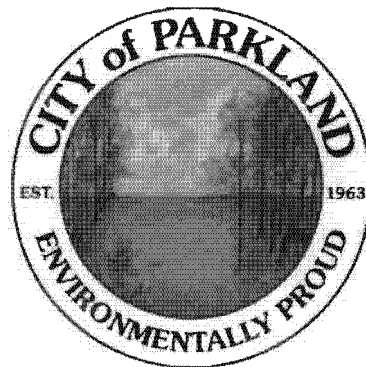


Final Open Space Park Management Plan
OS-45, Margate Blount Archaeological Park
City of Parkland

Broward County
Land Preservation Program



MARCH 25, 2010

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1. Introduction

This Final Open Space Park Management Plan for OS-45, also known as the Margate-Blount Archaeological Park (hereafter referred to as the Park Site) was created to ensure that the Park Site is developed in accordance with the Open Space grant application, the Broward County Safe Parks and Land Preservation Bond Program, the approved Interlocal Agreement executed for the project by Broward County and the City of Parkland, and the Archaeological Site Agreement executed between Broward County and the City of Parkland.

The Park Site is located in the City of Parkland, Broward County, Florida, within Section 32, Township 47 South, Range 41 East. The parcel encompasses 3.787 acres and resembles an upside down "L", bordered on the south by Trails End Road, to the north and west by large quarried lakes and to the east by the City of Parkland Fire Station No 2.

The Park Site contains portions of the Margate-Blount Archaeological Site, Florida Master Site File 8BD41 (Archaeological Site), and is located in part of the historical eastern Everglades Trough, an immense drainage feature extending from Lake Okeechobee south to the Shark River/Florida Bay area in southern Florida. The study area lay several miles west of the Atlantic Coastal Ridge and was part of the sawgrass Everglades prior to drainage activities. This Final Open Space Park Management Plan (Management Plan) for the Park Site is required to be in accord with the stipulations and conditions of the Archaeological Site Agreement (Agreement) executed between Broward County (County) and the City of Parkland (City), regarding the continued preservation and management of the Archaeological Site.

This Management Plan ensures the goals and objectives of Broward County Resolution 2000-1230 will be satisfied and provides a timeline for completion of required improvements. Section 4.03.a of the Resolution states that property listed in the Open Space Inventory shall include "undeveloped or agricultural land which can function, if appropriately developed and managed, to optimize water recharge quality and quantity, air quality and environmental benefits of the site while providing public use."

2. Purpose of the Project

The primary goal of the Land Preservation Program is to ensure the preservation of culturally valuable sites and creation or preservation of ecologically and culturally valuable lands while expanding passive recreational opportunities for the residents of Broward County. This Management Plan promotes these values in planning, implementation, maintenance and operation of the Park Site.

2.1 Key Management Objectives

Cultural and Historical Resource Preservation and Interpretation

The City of Parkland desires to preserve the Archaeological Site, to mitigate prior adverse impacts to the Archaeological Site, and to avoid future adverse impacts to the Archaeological

Site by protecting and preserving it while using it as public open space. Therefore, a principal objective of this Management Plan is to establish processes for continued preservation and maintenance of the Archaeological Site. This objective is consistent with Broward County Land Use Plan, Goal 9.00.00 *Natural, Historic and Cultural Resources*, Objective 9.01.00 *Protection of Natural Resources*, Policy 9.01.03, and Objective 9.08.00 *Protection of Historic Resources* and the Policies thereof.

Invasive and Exotic Vegetation

The City is responsible for removal of all invasive and exotic vegetation currently existing on the Park Site and will control future growth of such vegetation on the Park Site through adequate monitoring and vegetation management methods consistent with the Agreement.

Native Vegetation

Native vegetation will be used in all landscaping on the Park Site. The City will landscape at least thirty percent (30%) of the site with species native to South Florida and maintain such landscaping in a manner which ensures its viability. Xeriscape design should be used where appropriate. The City will determine the locations of landscaped areas on the Park Site and prior to commencement of landscaping, City will update the Management Plan by providing a diagram drawn to scale showing the areas to be landscaped as well as a list of the native plant species to be used in the landscaping effort. All planting shall be consistent with the conditions set by the Agreement.

Illegal Dumping

The City will remove any wastes which have been dumped on the project site and ensure that future dumping on the project site does not occur through adequate security and monitoring methods. If such activity does occur, it will be the City's responsibility to remove and properly dispose of such items and immediately notify the Broward County Environmental Protection and Growth Management Department (EPGMD) and the Broward County Historical Commission (BCHC) if any hazardous materials are discovered on the project site.

Public Access

The City will ensure public access to the Park Site and provide adequate protection to the Archaeological Site by preventing public access and traffic upon the Archaeological Site unless a plan for providing public access, which protects the Archaeological Site is presented in writing by City to the BCHC for review and approval. Once the Park Site is fully developed it will be opened to the public during hours of operation determined by the City.

Signage

The City has installed a temporary sign on the project site in a highly visible area that recognizes the partnership of the City and County and provision of funding for Park Site development through the Safe Parks and Land Preservation Bond. Upon completion of the project, the City will construct and install permanent signage on the Park Site, in

accordance with the aforementioned standards and the conditions of the Agreement and those provided elsewhere in this Management Plan. The location and method of erection of the permanent sign shall be required to be approved by the BCHC.

NatureScape Broward Program

The *NatureScape Broward* program principles for “Florida Friendly” landscapes will be incorporated as applicable to park development. *Backyard Wildlife Habitat* certification through the National Wildlife Federation has been obtained for this site by the City of Parkland which is a Certified Community Wildlife Habitat.

2.2 Land Use Designation and Zoning

The Park Site land use designation and zoning was amended by the City in October of 2008, consistent with the County designation as Conservation – Recreation and Open Space.

2.3 Identification of Site and Funding Sources

Signage and literature will acknowledge that the Park Site was acquired with Broward County Safe Parks and Land Preservation Bond Program funds.

3. Natural and Cultural Resources

3.1 Natural Communities

The Park Site has been predominantly overgrown with Brazilian Pepper. Since the City purchased the property, exotic plant species are being maintained on an as needed basis. Existing for many years on site is a large Ficus tree clump located on the burial mound. Marlberry (*Ardisia escallonioides*) has begun to grow voluntarily since the exotic plant species maintenance began. No other native habitat exists on site.

3.2 Unique Geological Features

No unique geological features of relevance are present on the Park Site

3.3 Wetlands and Water Quality

A man made body of water is adjacent to the north and west perimeters of the Park Site that was created by the developer of the adjacent residential property.

3.4 Site Disturbance and Restoration

The adjacent water body was created in part by equipment that utilized an easement on the Park Site that was granted for this purpose. The stabilization of the site resulted in removal of originally present soils and archaeological features and deposit of new fill along the northern and western portions of the Park Site. Pursuant to Section 12 of the Agreement, the City shall mitigate the adverse effects of this activity.

No feral animals exist on site. The site will be surveyed on an annual basis and if it is deemed necessary, a plan for removing and maintaining the Park Site free of feral animals will be developed.

All invasive and exotic plant species listed by the Florida Exotic Pest Plant Council (FLEPPC) have been removed from the Park Site. The site will be monitored regularly and maintained free of the exotic species on the FLEPPC list shown in Appendix B. The Park Site is presently vegetated with the native plant and tree species identified in section 3.1 above.

The open areas on the Park Site will be mowed regularly (at least quarterly) to limit the introduction of invasive and exotic plants. City staff will survey monthly to determine if further actions are warranted. City staff will also survey the Park Site to ensure the existing vegetation is viable. Mowing and other vegetation maintenance will be conducted in a manner consistent with the procedures and intentions outlined by the Agreement and those provided elsewhere in this Management Plan.

3.5 Listed Species

There are presently no listed species inhabiting the Park Site. In the event there are newly identified species found on the Park Site, a Florida Natural Areas Inventory (FNAI) form will be submitted. Current FNAI forms are included as Appendix B.

3.6 Archaeological, Cultural, and Historical Resource Protection

The Park Site includes portions of the Margate-Blount Archaeological Site, Florida Master Site File 8BD41, identified by Broward County as a Local Area of Particular Concern, Archaeological Cultural Resource Site No. 41 as defined and included in the Broward County Land Use Plan. The Archaeological Site is comprised of a relic tree island, surrounding midden, and remnant wetlands and is an identified human burial site.

The significance of the Archaeological Site has been well discussed. Dr. Ryan Wheeler, Ph.D., State Archaeologist and Bureau Chief, Bureau of Archaeological Research, Florida Division of Historical Resources, includes the site as one of the principal sites associated with the Tequesta Indians of South Florida and their ancestors (Florida Division of Historical Resources 2004). The BCHC recommended the Archaeological Site be listed as a Broward County Local Area of Particular Concern, Archaeological Cultural Resource Sites in 1994, and the Florida Master Site File identifies the Margate-Blount Archaeological Site as nationally significant and potentially eligible for the National Register of Historic Places owing to the integrity and preservation of materials associated with Tequesta Indian and ancestral mortuary practices.

Historically the Park Site had been utilized alternately for sod and cattle farming. Mid-century construction of drainage/irrigation canals and more recent construction of Trails End Road and adjacent residential properties have heavily impacted portions of the Archaeological Site.

The Archaeological Site was first identified in the 1940s and has been periodically excavated from the 1950s through the 1980s. A barb-wire fence was erected in 1989 to encompass the

previously bounded archaeological site; an earthen berm was constructed by archaeologist Sonny Cockrell, to the south bordering Trails End. These measures were taken to restrict access to the Archaeological Site and mitigate future damage.

A plat application for Parkland Fire Station No. 2, inclusive of the Archaeological Site and an adjacent parcel, both of which contain elements of the Archaeological Site, initiated a review of proposed developmental impacts to the Archaeological Site. As a result an archaeological investigation of the plat parcels was conducted by Archaeological and Historical Conservancy, Inc of Davie, Florida. Investigation identified the boundary of extant archaeological features, established future mitigation and preservation plans and resulted in the Archaeological Site Agreement between Broward County and the City of Parkland in accordance with the Broward County Land Development Code *section 182(j)2*.

4. Site Development and Improvement

Development will not be permitted to occur on or within the boundaries of the Archaeological Site, without prior approval from the BCHC. Such development and improvement shall be consistent with the purpose and intent of the Agreement.

4.1 Acknowledgement Sign

The City installed a temporary sign at the entrance to the Park Site. The sign recognizes the partnership of the County and City.

The City shall install and maintain permanent signage/kiosk recognizing the Archaeological Site and its historical significance. The content of the signage/kiosk will be developed in coordination with, and subject to approval by the BCHC. The signage will include, at a minimum, reference to Chapter 872.02 and 872.05 of the Florida Statutes concerning offenses Concerning Dead Bodies and Graves.

Signage will be installed outside the boundaries of the Archaeological Site. Signage will be installed upon completion of Park Site development and in accordance with the processes outlined in the Agreement.

4.2 Existing Physical Improvements

Existing improvements to the Park Site include the paved parking area in the northeast area that is presently being used for the temporary fire station. Access to the parking area is on a paved entrance road associated with the future permanent fire station to be constructed on the adjacent parcel to the east. Utilities that serve the temporary station are buried within the road right of way.

4.3 Proposed Physical Improvements

Securing the Archaeological Site

The Park Site shall be developed in a manner beneficial to the continued preservation of the Archaeological Site and consistent with Broward County Land Use Plan Goal 9.00.00 and

9.08.00 and the policies thereof. Development and management of the Park Site will necessarily include measures to provide adequate security to ensure preservation of the Archaeological Site. This includes but is not limited to the following:

1. Installation of fencing, in accordance with Section 12d(ii) of the Agreement, to “protect the Archaeological Site and preclude unnecessary pedestrian traffic on the Archaeological Site” and developed in accordance with this Management Plan. Fences shall be installed outside the boundaries of the delineated Archaeological Site, except in the instance where the Archaeological Site is found to extend beyond the boundaries of the Park Site, at which point the fence will be permitted to pass through the Archaeological Site at the shortest or most acceptable distance. Fences shall be erected in such a manner to prevent trespassing onto the Archaeological Site by passing through the horizontal rails or upright posts, and attempt to eliminate or discourage trespassing by climbing the fence.
2. Portions of the Archaeological Site which may be available for public traffic shall be protected in accordance with Section 12d(i) of the Agreement. In addition portions of the Archaeological Site which are not protected in accordance with Section 12d(i) of the Agreement shall be otherwise protected by fencing as previously described above in Section 5.3(1) of this Management Plan, or by other means approved by the BCHC.
3. All proposed physical improvements to the Park Site will be subject to review and approval of the BCHC and shall meet or exceed the required protections afforded to the site by the Agreement.

Removing Invasive and Exotic Vegetation and Native Landscaping

Proposed development of the Park Site includes removal of all invasive and exotic vegetation onsite and landscaping of as least 30% of the site with native plant species. Removal and installation of new vegetation shall be conducted in accordance with procedures outlined in the Agreement.

Amenities

Amenities will include interpretive signage depicting the unique archaeological and/or ecological aspects of the site, as well as a parking lot and public access. Amenities will not be installed upon the Archaeological Site and location of amenities requires approval by the BCHC.

Impervious Surfaces

In order to adhere to the directives stated in Section 4.03.a of Resolution 2000-1230 and ensure passive recreation opportunities, Broward County has developed a standard for active recreation and impervious surfaces for lands acquired through this Program. The standard is as follows:

Impervious surfaces and surfaces requiring intense fertilization and pest control, such as ballfields, shall not exceed 30% of the project area, excluding park access infrastructures such as parking areas, entranceways and restroom facilities.

Upon completion of the project, no more than thirty percent (30%) of the Park Site will contain impervious surfaces (excluding park access infrastructures such as parking areas, entranceway and restroom facilities) and/or be dedicated to active recreation. The Archaeological Site shall not be covered by impervious surface and any surface modification to the Archaeological Site shall be subject to approval by the BCHC.

Other Improvements

Proposed physical improvements and amenities on the project site will include a protective barrier surrounding the perimeter of the Archaeological Site, the existing parking lot area, existing public access to the parking lot, the existing sidewalk adjacent to Trails End Road which is part of the City's trail system, landscape and irrigation, and the interpretive signage.

Any proposed modifications and/or undertaking of any site alterations or physical improvements not addressed in the approved Management Plan requires prior County review and approval according to Bond Program covenants and the BCHC.

Amendments to this Management Plan must be approved by the BCHC.

4.4. Education Program

The City will install and maintain interpretive signage on the Archaeological Site to educate visitors about the natural environment and known archaeological, cultural and historical resources on the project site.

4.5. Easements, Rights-of-Way, Concessions or Leases

All applicable easements, right-of-way, concession, or lease existing in and around the project site are shown on Exhibit A.

Development of the Archaeological Site shall be guided and in accordance with the covenants of the Agreement.

Preservation and management of the Archaeological Site will be provided in perpetuity as set forth in the Agreement. This binding agreement between County and the City identifies key management and preservation policies for management, in perpetuity, of the Archaeological Site. The Agreement establishes boundaries of the Archaeological Site and sets forth appropriate procedures for carrying out future development activity on the Archaeological Site. The Agreement identifies that this Management Plan will specify the types of developmental improvement which may occur on the Archaeological Site, and how the site will be utilized and accessed.

The fully executed Agreement is attached as Appendix C to this Management Plan.

4.6. Permits

The City will obtain all required permits for all proposed works on the Park Site. A table of required permits by regulatory entity and type of permit is included as Table 1.

Table 1. Permits required or potentially required for development of the Park Site.

| Type of Permit | Regulation Entity |
|---|--|
| Environmental Resource License | Broward County Environmental Protection and Growth Management Department |
| Permits to work in right-of-ways & creation of road cuts & turn lanes | Broward County Public Works and Transportation Department, City of Parkland Public Services Department, Florida Department of Transportation |
| Standard General Environmental Resource Permit | South Florida Water Management District or Florida Department of Environmental Protection |
| Stormwater Treatment System | Broward County Public Works and Transportation Department, City of Parkland Public Services Department |
| Structural, landscaping, electrical, irrigation and zoning permits | Broward County Building Department and City of Parkland Building Department |
| Surface Water Management Permit | Broward County Environmental Protection and Growth Management Department |
| Tree Relocation/Removal Permit | City of Parkland Environmental Services Department |
| Water Use Permit | South Florida Water Management District |

5. Management Needs

5.1. Coordinated Management

The Park Site is not located adjacent to any existing park or any other publicly owned land. Development of the recreational amenities has the potential to impact the Archaeological Site and shall be coordinated with the BCHC in accordance with the Agreement.

5.2. Trails and Greenways

The Park Site is adjacent to an existing sidewalk which is part of the City’s trail system. Exhibit A.

5.3. Maintenance

The City has removed all wastes or illegally dumped items on the Park Site and provides a commitment to maintain the Park Site free of such materials in the future, through fencing and proper disposal methods.

In the event that any hazardous materials are discovered upon the Park Site, the City will immediately notify the EPGMD and the BCHC. City will coordinate hazardous materials cleanup with the BCHC so as to preserve the Archaeological Site.

Maintenance of the Park Site and Archaeological Site will be consistent with purpose and intent of the Agreement.

An Operational Plan that outlines the schedule of regular site maintenance is included as Table 2.

Table 2. Operational plan of maintenance and monitoring activities at the Park Site.

| Time Frame | Activities | Responsible Agency |
|---|---|--|
| Daily/Weekly as needed | Maintain public use amenities parking lot and bike rack | City of Parkland |
| Daily/Weekly as needed | Monitor for vandalism and damage to the Archaeological Site | City of Parkland |
| Quarterly | Monitor for erosion and other deleterious natural and cultural effects to the Archaeological Site | City of Parkland |
| Quarterly | Monitor site aesthetics | City of Parkland |
| Quarterly first year/ annually thereafter (and treat flare-ups as needed) | Monitor and treat for invasive and exotic plants | City of Parkland |
| Biannually | Conduct plant surveys with photo points and descriptions of current conditions | Broward County Environmental Protection and Growth Management Department |
| Annually, or as needed | Monitor and remove feral animals | City of Parkland |
| Annually | Conduct animal surveys | Broward County Environmental Protection and Growth Management Department |
| Annually | Submit stewardship report, and any needed Management Plan changes, to Broward County Environmental Protection and Growth Management Department and the BCHC | City of Parkland |
| Annually or as needed | Remove vines from trees | City of Parkland |
| Every 5 years or as needed | Update management plan | City of Parkland |

5.4. Security

The City of Parkland’s Police Department as well as Parks and Recreation Department Park Rangers will perform surveillance of the Park Site and Archaeological Site. City staff will also provide the routine and regular park inspections necessary to maintain the integrity of the park and its amenities. City staff will also either respond to public complaints and concerns,

or forward such matters to the appropriate and responsible party. City commits to reporting damages committed against the Archaeological Site to the BCHC. When merited, the BCHC may follow-up reported incidents with the State Division of Historical Resources, Bureau of Archaeological Research such as in accordance with Florida Statutes Chapter 872.02 and 872.05 or other as relevant. City commits to installing necessary and appropriate security features, such as fences and lights or other measures as deemed necessary or appropriate by the City and BCHC. Such security features shall be installed in a manner consistent with the purpose and intent of the Agreement.

6. Cost Estimates and Funding Sources

The estimated costs associated with implementation of the Management Plan over a five-year period are included in Table 3. The 5 year CIP is a reference to the funding source only not the timeframe for installation. The fencing will be installed pursuant to the priority schedule and Section 12 of the Agreement. The Archaeological Mitigation required by the Agreement will be completed through a developer agreement within the required timeframe.

Table 3. Estimated costs of the implementation of the Management Plan for the Park Site over a five-year period

| Activity | Fund | Cost Over 5-Year Period |
|--|-----------------------|-------------------------|
| <i>Initial Site Clean-up & Revegetation</i> | | |
| Fencing | 5 year CIP | \$ 20,000 |
| Exotic plant & vine removal | City Operating Budget | \$ 10,000 |
| Landscaping with native plants | City Operating Budget | \$ 45,000 |
| Total | | \$ 75,000 |
| <i>Site development (Design, Construction and Installation)</i> | | |
| Signs | 5 year CIP | \$ 5,000 |
| Total | | \$ 5,000 |
| <i>Ongoing Activities</i> | | |
| Assessment and treatment of exotic plants | City Operating Budget | \$ 3,000 |
| Site security | City Operating Budget | \$ 20,000 |
| Grounds maintenance | City Operating Budget | \$ 5,000 |
| Survey & monitoring (flora & fauna) | City Operating Budget | \$ 7,000 |
| Survey and removal of feral animals | City Operating Budget | \$ 1,000 |
| Educational programs | City Operating Budget | \$ 1,000 |
| Total | | \$ 37,000 |
| GRAND TOTAL | | \$117,000 |

7. Priority Schedule

The City has performed the necessary Park Site maintenance (e.g. mowing, manual plant removal, etc.) to prevent the growth and spread of invasive and exotic vegetation. The City will continue to perform this task a minimum of four (4) times per year, or as deemed necessary by the County, until the Park Site is fully developed.

The City has installed the temporary sign per Section 5 above.

The City has removed any existing waste from the Park Site and will continue to maintain the site free of waste.

Within twelve (12) months of plat recordation (plat recorded on October 30, 2009) or prior to issuance of a building permit for a fire station on the adjacent property, whichever occurs first, the City shall conduct the Archaeological Mitigation activities outlined in Section 12 of the Agreement pursuant to a developer agreement.

Within two (2) years of the approval of the Management Plan, the City will integrate the major elements of the project into the City's five-year Capital Improvement Program. The major elements of the project that are to be integrated include, but are not limited to, securing the Park Site, removing invasive and exotic plants from the Park Site and landscaping the Park Site with native plant species, removing existing waste and hazardous materials from the project site, installing interpretive signage and establishing a timeline to provide public access to the Park Site.

8. Monitoring and Reporting

The County will monitor the Park Site for compliance with the provisions of the Management Plan for a period of five (5) years from the date of mutual acceptance and approval of the Management Plan by the County and City. The City will allow County staff access to the Park Site for this purpose. The City commits to regularly monitor the site for compliance with the Management Plan and to submit an annual report to the Broward County Land Preservation Section, by December 31 of each year for a period of five years from the date of approval of the Management Plan, or until the project is mutually deemed complete by the County and City. The annual report will include an update on the status of the Park Site as well as discussion on the progress made during the year toward meeting the goals in the Management Plan. Management of the Archaeological Site is bound by the terms of the Agreement.

9. Literature Cited

Florida Division of Historical Resources 2004
Southern Florida Sites Associated with the Tequesta and their Ancestors, Florida Department of State, Tallahassee, FL

Appendices

- Appendix A. Project Site Location and Legal Boundaries Map
- Appendix B. FEPPC List of Invasive Species
- Appendix C. Archaeological Site Agreement

APPENDIX A.
PROJECT SITE LOCATION AND LEGAL BOUNDARIES MAP

Appendix B.
FEPPC List of Invasive Species

Category I - Invasive exotics that are altering native plant communities by displacing native species, changing community structures or ecological functions, or hybridizing with natives.

| Scientific Name | Common Name | EPPC Cat. | Gov. list | Reg. Dist. |
|--|---|-----------|-----------|------------|
| <i>Abrus precatorius</i> | rosary pea | I | | C, S |
| <i>Acacia auriculiformis</i> | earleaf acacia | I | | S |
| <i>Albizia julibrissin</i> | mimosa, silk tree | I | | N, C |
| <i>Albizia lebbekii</i> | woman's tongue | I | | C, S |
| <i>Ardisia crenata</i> (= <i>A. crenulata</i>) | coral ardisia | I | | N, C |
| <i>Ardisia elliptica</i> (= <i>A. humilis</i>) | shoe button ardisia | I | | S |
| <i>Asparagus aethiopicus</i> (= <i>A. sprengeri</i> ; <i>A. densiflorus</i> misapplied) | asparagus-fern | I | | C, S |
| <i>Bauhinia variegata</i> | orchid tree | I | | C, S |
| <i>Bischofia javanica</i> | bischofia | I | | C, S |
| <i>Calophyllum antillanum</i> (= <i>C. calaba</i> ; <i>C. inophyllum</i> misapplied) | santa maria (names "mast wood," "Alexandrian laurel" used in cultivation) | I | | S |
| <i>Casuarina equisetifolia</i> | Australian pine | I | P | N, C, S |
| <i>Casuarina glauca</i> | suckering Australian pine | I | P | C, S |
| <i>Cinnamomum camphora</i> | camphor-tree | I | | N, C, S |
| <i>Colocasia esculenta</i> | wild taro | I | | N, C, S |
| <i>Colubrina asiatica</i> | lather leaf | I | | S |
| <i>Cupaniopsis anacardioides</i> | carrotwood | I | N | C, S |
| <i>Dioscorea alata</i> | winged yam | I | N | N, C, S |
| <i>Dioscorea bulbifera</i> | air-potato | I | N | N, C, S |
| <i>Eichhornia crassipes</i> | water-hyacinth | I | P | N, C, S |
| <i>Eugenia uniflora</i> | Surinam cherry | I | | C, S |
| <i>Ficus microcarpa</i> (<i>F. nitida</i> and <i>F. retusa</i> var. <i>nitida</i> misapplied) | laurel fig | I | | C, S |
| <i>Hydrilla verticillata</i> | hydrilla | I | P, U | N, C, S |
| <i>Hydrilla polysperma</i> | green hygro | I | P, U | N, C, S |
| <i>Hymenachne amplexicaulis</i> | West Indian marsh grass | I | | C, S |
| <i>Imperata cylindrica</i> (<i>I. brasiliensis</i> misapplied) | cogon grass | I | N, U | N, C, S |
| <i>Ipomoea aquatica</i> | waterspinach | I | P, U | C |
| <i>Jasminum dichotomum</i> | Gold Coast jasmine | I | | C, S |
| <i>Jasminum fluminense</i> | Brazilian jasmine | I | | C, S |
| <i>Lantana camara</i> | lantana, shrub verbena | I | | N, C, S |
| <i>Ligustrum lucidum</i> | glossy privet | I | | N, C |
| <i>Ligustrum sinense</i> | Chinese privet, hedge privet | I | | N, C, S |
| <i>Lonicera japonica</i> | Japanese honeysuckle | I | | N, C, S |
| <i>Lygodium japonicum</i> | Japanese climbing fern | I | N | N, C, S |
| <i>Lygodium microphyllum</i> | Old World climbing fern | I | N | C, S |
| <i>Macfadyena unguis-cati</i> | cat's claw vine | I | | N, C, S |
| <i>Manilkara zapota</i> | sapodilla | I | | S |
| <i>Melaleuca quinquenervia</i> | melaleuca, paper bark | I | P, N, U | C, S |
| <i>Mimosa pigra</i> | catclaw mimosa | I | P, N, U | C, S |
| <i>Nandina domestica</i> | nandina, heavenly bamboo | I | | N, C |
| <i>Nephrolepis cordifolia</i> | sword fern | I | | N, C, S |
| <i>Nephrolepis multiflora</i> | Asian sword fern | I | | C, S |

| | | | | |
|---|--|---|------|---------|
| <i>Neyraudia reynaudiana</i> | Burma reed, cane grass | I | N | S |
| <i>Paederia cruddasiana</i> | sewer vine, onion vine | I | N | S |
| <i>Paederia foetida</i> | skunk vine | I | N | N,C |
| <i>Panicum repens</i> | torpedo grass | I | | N,C,S |
| <i>Perispatum purpureum</i> | Napier grass | I | | C, S |
| <i>Pistia stratiotes</i> | waterlettuce | I | P | N,C,S |
| <i>Psidium cattleianum</i> (= <i>P. littorale</i>) | strawberry guava | I | | C, S |
| <i>Psidium guajava</i> | guava | I | | C, S |
| <i>Pueraria montana</i> var. <i>lobata</i> (= <i>P. lobata</i>) | kudzu | I | N, U | N,C, S |
| <i>Rhodomyrtus tomentosa</i> | downy rose-myrtle | I | N | C, S |
| <i>Rhoeo spathacea</i> (see <i>Tradescantia spathacea</i>) | | | | |
| <i>Rhynchoselytrum repens</i> | Natal grass | I | | N, C, S |
| <i>Ruellia tweediana</i> (= <i>R. brittoniana</i>) | Mexican petunia | I | | N, C, S |
| <i>Sapium sebiferum</i> (= <i>Triadeca sebifera</i>) | popcorn tree, Chinese tallow tree | I | N | N, C, S |
| <i>Scaevola taccada</i> (= <i>Scaevola sericea</i> , <i>S. frutescens</i>) | scaevola, half-flower, beach naupaka | I | | C, S |
| <i>Schefflera actinophylla</i> (= <i>Brassaia actinophylla</i>) | schefflera, Queensland umbrella tree | I | | C, S |
| <i>Schinus molle</i> | Brazilian pepper | I | P, N | N, C, S |
| <i>Senna pendula</i> var. <i>glabrata</i> (= <i>Cassia coluteoides</i>) | climbing cassia, Christmas cassia, Christmas senna | I | | C, S |
| <i>Solanum tampicense</i> (= <i>S. houstonii</i>) | wetland night shade, aquatic soda apple | I | N, U | C, S |
| <i>Solanum viarum</i> | tropical soda apple | I | N, U | N, C, S |
| <i>Syngonium podophyllum</i> | arrowhead vine | I | | C, S |
| <i>Syzygium cumini</i> | jambolan, Java plum | I | | C, S |
| <i>Tectaria incisa</i> | incised halberd fern | I | | S |
| <i>Thespesia populnea</i> | seaside mahoe | I | | C, S |
| <i>Tradescantia fluminensis</i> | white-flowered wandering jew | I | | N, C |
| <i>Tradescantia spathacea</i> (= <i>Rhoeo spathacea</i> , <i>Rhoeo discolor</i>) | oyster plant | I | | S |
| <i>Urochloa mutica</i> (= <i>Brachiaria mutica</i>) | Pará grass | I | | C, S |

Category II - Invasive exotics that have increased in abundance or frequency but have not yet altered Florida plant communities to the extent shown by Category I species.

| Scientific Name | Common Name | EPPC Cat. | Gov. list | Reg. Dist. |
|---|---------------------------------------|-----------|-----------|------------|
| <i>Adenanthera pavonina</i> | red sandalwood | II | | S |
| <i>Agave sisalana</i> | sisal hemp | II | | C, S |
| <i>Aleurites fordii</i> (= <i>Vernicia fordii</i>) | tung oil tree | II | | N, C |
| <i>Alstonia macrophylla</i> | devil-tree | II | | S |
| <i>Alternanthera philoxeroides</i> | alligator weed | II | P | N, C, S |
| <i>Antigonon leptopus</i> | coral vine | II | | N, C, S |
| <i>Aristolochia littoralis</i> | calico flower | II | | N, C |
| <i>Asystasia gangetica</i> | Gangesprimrose | II | | C, S |
| <i>Begonia cucullata</i> | wax begonia | II | | N, C |
| <i>Blechnum pyramidatum</i> | green shrimp plant, Browne's blechnum | II | | N, C, S |

| | | | | |
|---|--|----|------|---------|
| <i>Broussonetia papyrifera</i> | paper mulberry | II | | N, C |
| <i>Callisia fragrans</i> | inch plant, spironema | II | | C, S |
| <i>Casuarina cunninghamiana</i> | Australian pine | II | P | C, S |
| <i>Cecropia palmata</i> | trumpet tree | II | | C |
| <i>Cestrum diurnum</i> | day jessamine | II | | C, S |
| <i>Chamaedorea seifrizii</i> | bamboo palm | II | | C |
| <i>Clematis terniflora</i> | Japanese clematis | II | | N, C |
| <i>Cryptostegia madagascariensis</i> | rubber vine | II | | C, S |
| <i>Cyperus involucreatus</i> (<i>C. alternifolius</i> misapplied) | umbrella plant | II | | C, S |
| <i>Cyperus prolifer</i> | swamp papyrus | II | | C |
| <i>Dalbergia sissoo</i> | Indian rosewood, sissoo | II | | C, S |
| <i>Elaeagnuspungens</i> | thorny eleagnus | II | | N, C |
| <i>Epipremnum pinnatum</i> cv. Aureum | pothos | II | | C, S |
| <i>Ficus altissima</i> | false banyan, council tree | II | | S |
| <i>Flacourtia indica</i> | governor's plum | II | | S |
| <i>Hemarthra altissima</i> | limpo grass | II | | C, S |
| <i>Hibiscus tiliaceus</i> | mahoe, sea hibiscus | II | | C, S |
| <i>Ipomoea fistulosa</i> (= <i>I. carnea</i> ssp. <i>fistulosa</i>) | shrub morning-glory | II | P | C, S |
| <i>Jasminum sambac</i> | Arabian jasmine | II | | S |
| <i>Kalanchoe pinnata</i> | life plant | II | | C, S |
| <i>Koelreuteria elegans</i> ssp. <i>formosana</i> (= <i>K. formosana</i> ; <i>K. paniculata</i> misapplied) | flamegold tree | II | | C, S |
| <i>Leucaena leucocephala</i> | lead tree | II | | N, C, S |
| <i>Limnophila sessiliflora</i> | Asian marshweed | II | P | N, C, S |
| <i>Livistona chinensis</i> | Chinese fan palm | II | | C, S |
| <i>Melia azedarach</i> | Chinaberry | II | | N, C, S |
| <i>Merronia tuberosa</i> | wood-rose | II | | C |
| <i>Murraya paniculata</i> | orange-jessamine | II | | C |
| <i>Myriophyllum spicatum</i> | Eurasian water-milfoil | II | P | N, C, S |
| <i>Nymphoides cristata</i> | snowflake | II | | C, S |
| <i>Panicum maximum</i> | Guinea grass | II | | C, S |
| <i>Passiflora biflora</i> | two-flowered passion vine | II | | S |
| <i>Pennisetum setaceum</i> | green fountain grass | II | | S |
| <i>Phoenix reclinata</i> | Senegal date palm | II | | C, S |
| <i>Pittosporumpentandrum</i> | Philippine pittosporum, Taiwanese cheesewood | II | | S |
| <i>Phytostachys aurea</i> | golden bamboo | II | | N, C |
| <i>Pteris vittata</i> | Chinese brake fern | II | | N, C, S |
| <i>Ptychosperma elegans</i> | solitary palm | II | | S |
| <i>Ricinus communis</i> | castor bean | II | | N, C, S |
| <i>Sansevieria hyacinthoides</i> | bowstring hemp | II | | C, S |
| <i>Sciens lacustris</i> | Wright's nutrush | II | | C, S |
| <i>Sesbania punicea</i> | purple sesban, rattlebox | II | | N, C, S |
| <i>Solanum diphyllum</i> | Two-leaf nightshade | II | | N, C, S |
| <i>Solanum jamaicense</i> | Jamaica nightshade | II | | C |
| <i>Solanum torvum</i> | susumber, turkey berry | II | N, U | N, C, S |
| <i>Sphagneticola trilobata</i> (= <i>Wedelia trilobata</i>) | wedelia | II | | N, C, S |

| | | | |
|---|----------------------------|--|----------------|
| <i>Stachytarpheta urticifolia</i> (= <i>S. cayennensis</i>) | nettle-leaf porterweed | | S |
| <i>Syagrus romanzoffiana</i> (= <i>Arecastrum romanzoffianum</i>) | queen palm | | C, S |
| <i>Syzygium jambos</i> | rose-apple | | C, S |
| <i>Terminalia catappa</i> | tropical almond | | C, S |
| <i>Terminalia muelleri</i> | Australian almond | | C, S |
| <i>Tribulus cistoides</i> | puncture vine, burr-nut | | N, C, S |
| <i>Urena lobata</i> | Caesar's weed | | <u>N, C, S</u> |
| <i>Vitex trifolia</i> | simple-leaf chaste tree | | C, S |
| <i>Washingtonia robusta</i> | <u>Washington fan palm</u> | | <u>C, S</u> |
| <i>Wedelia</i> (see <i>Sphagneticola</i> above) | | | |
| <i>Wisteria sinensis</i> | Chinese wisteria | | N, C |
| <i>Xanthosoma sagittifolium</i> | malanga, elephant ear | | N, C, S |

Appendix C.
Archaeological Site Agreement

Return recorded copy to:

Development and Environmental Regulation Division
115 S. Andrews Avenue, A240
Fort Lauderdale, FL 33301

CFN # 108940494
OR BK 46623 Pages 1782 - 1796
RECORDED 10/27/09 11:58:06
BROWARD COUNTY COMMISSION
DEPUTY CLERK 1922
#1, 15 Pages

Document prepared by:
Maite Azcoitia, Deputy County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, FL 33301

NOTICE: PURCHASERS, GRANTEES, HEIRS, SUCCESSORS AND ASSIGNS OF ANY INTEREST IN THE PROPERTY SET FORTH ON EXHIBIT "A" ARE HEREBY PUT ON NOTICE OF THE OBLIGATIONS SET FORTH WITHIN THIS AGREEMENT WHICH SHALL RUN WITH THE PROPERTY UNTIL FULLY PERFORMED.

ARCHAEOLOGICAL SITE AGREEMENT

This is an Agreement, made and entered into by and between: BROWARD COUNTY, a political subdivision of the state of Florida, hereinafter referred to as "COUNTY,"

AND

The City of PARKLAND, a municipal corporation, created and existing under the laws of the state of Florida, its successors and assigns, hereinafter referred to as "CITY."

WHEREAS, CITY's plat, known as PARKLAND FIRE STATION NO. 2 PLAT, PLAT NO. 002-MP-08, hereinafter referred to as the "Plat," was approved by the Board of County Commissioners of Broward County ("Board") on April 14, 2009; and

WHEREAS, a description of the platted area, and its parcels, is attached hereto as Exhibit "A" and made a part hereof, hereinafter referred to as the "Property"; and

WHEREAS, the Plat contains in whole or in part, Archaeological Site #8BD41, the Margate-Blount Site depicted in Exhibit "B" attached hereto, hereinafter referred to as the "Archaeological Site"; and

WHEREAS, the Property was acquired in whole or in part through the Broward County's Conservation, Green Space and Open Space Land Acquisition Bond Program; and

Approved BCC 4/14/09 #58
Submitted By Eng...
RETURN TO DOCUMENT CONTROL

WHEREAS, in a 2008 archaeological survey, the Archaeological Site is indicated to be of "local and regional significance and qualifies for listing on the National Register of Historic Places based on Criteria D"; and

WHEREAS, the Archaeological Site is listed as a "Local Area of Particular Concern, Cultural Resources Category, Archaeological Site" within the Broward County Land Use Plan section of the Broward County Comprehensive Plan; and

WHEREAS, CITY desires to voluntarily preserve the Archaeological Site and to mitigate any adverse impacts to the Archaeological Site and avoid future adverse impacts to the Archaeological Site by protecting the Archaeological Site and preserving the Archaeological Site as public open space in perpetuity; and

WHEREAS, the approval of the Plat by the County Commission is conditioned upon CITY agreeing to preserve and mitigate for impacts to the Archaeological Site during development of the Property; NOW, THEREFORE,

IN CONSIDERATION of the mutual terms, conditions, promises, and payments hereinafter set forth, the parties agree as follows:

1. The above recitals and representations are true and correct and are incorporated herein.
2. Further development of the Archaeological Site, as depicted in Exhibit "B" shall be prohibited except as permitted by this Agreement. The Archaeological Site shall not be used in any manner which is inconsistent with this Agreement. The recording of this Agreement in the Public Records of Broward County shall constitute a covenant running with the Archaeological Site in favor of the COUNTY. This covenant shall touch and concern the land and shall bind the CITY, its successors, vendors, assigns, heirs, partners, subsidiaries, and affiliates. In addition to the above:
 - a. CITY shall place a note on the face of the Plat stating, "This plat contains the Margate-Blount Archaeological Site, Florida Master Site File 8BD41, to be preserved as public open space in perpetuity";
 - b. CITY shall delineate the Archaeological Site on the Plat and identify it as "Margate-Blount Site FMSF 8BD41"; and
 - c. City shall place a note in the face of the Plat referencing the Official Record Book and Page Number of this Agreement.
3. The Archaeological Site shall not be used in any manner which is inconsistent with the intent and purpose of this Agreement.

4. CITY agrees that development of Parcel "A", and the Archaeological Site as depicted in Exhibit "B", shall be subject to archaeological monitoring by a qualified archaeologist referenced in paragraph 5 below.
5. CITY shall retain the services of a qualified professional archaeologist who shall meet the minimum professional requirements outlined by the Code of Federal Regulations, 36 CFR Part 61, as amended, and the Florida Administrative Code, Chapter 1A-32, as amended, (hereinafter referred to as "Archaeologist") to monitor development activities within the Property that may adversely and materially affect the Archaeological Site. CITY shall provide written notice of selection of an Archaeologist to the Broward County Historical Commission ("BCHC"), or its successor agency, and demonstrate to the BCHC that the Archaeologist meets the professional qualifications outlined by the Code of Federal Regulations and the Florida Administrative Code as cited above.
6. In the event any potentially significant artifacts are uncovered on the Property, such area(s) shall be known as the "discovery site(s)." CITY agrees to cease any development activities in the immediate vicinity of the discovery site and complete a reconnaissance level survey and an assessment of the discovery site shall be conducted by the Archaeologist. Said survey and assessment shall be submitted by the CITY to the BCHC and the State Division of Historical Resources, pursuant to Section 872.05, F.S., for review and approval of the assessment, which approval shall not be unreasonably withheld. If the Archaeologist determines, and the reviewing agencies concur, that the discovery site is not significant, development activities may resume with the appropriate archaeological monitoring. If the reviewing agencies do not notify CITY in writing that the discovery site is significant within thirty (30) days after receipt of the survey and assessment, then, in that event, the discovery site shall be deemed insignificant and development activities may resume with appropriate archaeological monitoring. If the discovery site is determined to be significant according to the approved Archaeologist's assessment, CITY shall, within thirty (30) days of the approval of such assessment by reviewing agencies, take one of the following actions:
 - a. Preserve the discovery site by modifying the approved Plat to include the location of the discovery site within the Archaeological Site, or enter into an agreement, in a form acceptable to COUNTY, which agreement shall include the location of the discovery site within the Archaeological Site. Upon a modification of the Plat or execution of the agreement by COUNTY, development activities may resume with appropriate archaeological monitoring; or
 - b. Delay construction activities in the location of the discovery site in order for the CITY to conduct an appropriate archaeological salvage excavation at that location, designed to prevent adverse impact activity on cultural resources through the systematic removal of the prehistoric or historic

cultural remains, in order to acquire the fundamental information necessary for understanding the site within its proper historic context. Such excavation shall be supervised by the Archaeologist referred to in Paragraph 5 above and shall be conducted pursuant to all applicable federal, state and local regulations.

7. The CITY shall assume the cost of maintenance and conservation of the Archaeological Site so as to preserve the Archaeological Site.
8. Personnel of the BCHC, the Florida Department of State, Division of Historical Resources, and/or their designees shall have the right to inspect the Archaeological Site at all reasonable times in order to ascertain whether or not the conditions of this Agreement are being observed. The BCHC will provide at least twenty-four (24) hours verbal notice prior to inspection of the Archaeological Site.
9. If the Archaeological Site is damaged, either by natural causes, causes beyond the control of the CITY, or through negligence of the CITY or the CITY's agents, the CITY shall inform the BCHC, in writing, of the damage within forty-eight (48) hours of discovery of the damage. Personnel of the BCHC shall visually inspect the Archaeological Site to inspect and document the damage. BCHC shall provide CITY with written notice of said inspection, upon receipt of which the CITY, in coordination with the Archaeologist, shall have thirty (30) days to provide the BCHC with (1) an assessment of the nature and extent of the damage; and (2) an estimate of the cost of restoration and/or reconstruction work necessary to return the Archaeological Site to the condition existing prior to the damage. The thirty (30) day timeframe set forth herein may be extended by mutual agreement of the CITY and the BCHC Administrator; said extension shall not be unreasonably withheld.
10. The BCHC will evaluate the information provided and notify the CITY, in writing, if it concurs that restoration of the Archaeological Site is not feasible. If restoration or reconstruction of the Archaeologist Site is not feasible, the CITY shall mitigate the effects of the loss of the resource in a manner acceptable to the CITY and the BCHC. The CITY shall complete restoration, reconstruction, or mitigation work necessary on a schedule agreed upon by the CITY and the BCHC.
11. MAINTENANCE OF THE ARCHAEOLOGICAL SITE

In addition to the above, CITY shall maintain the Archaeological Site in accordance with the following:

a. BARRIERS

CITY shall erect a physical barrier around the perimeter of the Archaeological Site, at a location reasonably agreed to by the CITY and the BCHC, in order to

prevent damage to the Archaeological Site during development of the Property. The barrier shall be constructed and maintained according to the following:

- i. Barrier shall be constructed prior to the commencement of any filling, grading, excavation or construction activities occurring on the Property.
- ii. Installation of the fence shall be monitored by Archaeologist.
- iii. Barrier shall be constructed of wood or other substantial material to a height of no less than four (4) feet tall and shall be conspicuous enough to be easily seen by truck and other equipment operators.
- iv. CITY shall notify the BCHC, in writing, when the barrier has been erected. Within five (5) working days following receipt of this notice, appropriate personnel of the BCHC shall inspect the barrier and confirm, in writing, to CITY that the barrier has been erected in accordance with the terms of this Agreement. Construction activities shall not commence until receipt of this letter of inspection from the BCHC. If, however, the BCHC does not inspect the barrier and issue the inspection barrier within five (5) working days following receipt of said notice, construction activities may commence on the sixth (6th) day.
- v. CITY agrees to maintain the physical barrier in place until all filling, grading, excavation, or construction activities on the Property have been completed.
- vi. CITY agrees to permit appropriate personnel of the BCHC to periodically inspect the barrier to ensure continued compliance with the terms of this Agreement. Such inspections shall be made at reasonable times following at least twenty-four (24) hours notice to CITY.
- vii. After all filling, grading, excavation, or construction activities on the Property is complete, CITY shall notify the BCHC in writing, that all required activities and site development have been completed on the Property. Within ten (10) working days of this notification, BCHC personnel shall verify that said work has been completed and shall confirm this, in writing, to CITY. The protective barriers shall not be removed until such confirmation is received by CITY from BCHC.

b. IMPROVEMENTS:

City shall maintain and landscape the Archaeological Site in accordance with the Management Plan, referenced in the Interlocal Agreement between Broward County and CITY for OS-45, to be developed in coordination with the Archaeologist, identified in Paragraph 5 above, and the BCHC, and shall be completed only after approval, in writing, by the BCHC.

12. ARCHAEOLOGICAL MITIGATION

In addition to the above, CITY shall mitigate adverse effects of current and future development upon the Archaeological Site as depicted in Exhibit "B" of this Agreement, and shall be in accordance with the following within twelve (12) month of PLAT recordation or prior to issuance of a building permit for a fire station on the Property, whichever is first to occur:

- a. CITY agrees to provide for the archaeological excavation, including screening of sediments for cultural materials, of the small spoil push-pile located in the northern central portion of the Archaeological Site, as identified in the Archaeological Report produced as part of the archaeological survey conducted by the Archaeologist;
- b. CITY agrees to the reformatting and landscaping of the spoil push-piles located along the southern portion of the Archaeological Site, adjacent to Trails End Road, in a manner consistent with Paragraph 11 above.
- c. CITY agrees to provide for the cataloging, processing, and curation of cultural materials originating from the Archaeological Site and in the stewardship and/or possession of the CITY, the Archaeologist, and the BCHC, including but not limited to: cleaning, cataloging, analysis, and curation of all cultural materials as well as C-14 or other appropriate dating techniques of up to ten (10) artifacts from the collection, as determined appropriate by the Archaeologist in coordination with the BCHC.
 - i. CITY agrees to transfer to COUNTY by way of this agreement the archaeological collection identified in Paragraph 12(c) above for the purposes of curation and proper stewardship. The archaeological collection shall be jointly owned by CITY and COUNTY. BCHC shall agree to make available to the CITY cultural materials from the archaeological collection identified in Paragraph 12(c) above that is appropriate for public display, in accordance with the Native American Graves Protection and Repatriation Act ("NAGPRA") and Section 872 of the Florida Statutes, as amended, subject to conditions acceptable to the CITY and BCHC to ensure the safety and preservation of these materials. This approval shall not be unreasonably withheld.
 - ii. CITY agrees to provide public interpretation of the Archaeological Site,

to be developed and installed in accordance with the Management Plan referenced in Section 11(b).

- d. CITY shall mitigate future adverse impacts to the Archaeological Site by preparing the Archaeological Site against impacts from pedestrian use by completing one of the following:
 - i. City shall deposit and maintain a layer of clean fill no less than twelve (12) inches deep upon which shall be placed a lawn-type sod and shall maintain perennial grass upon the Archaeological Site. City shall be responsible for replenishing those areas of fill upon the Archaeological Site which may be subject to erosion. Clean fill may be composed of sand, soil, or sand/soil mixture as necessary to maintain site hydrology and/or vegetation. Fill shall be deposited utilizing hand-tools and light duty equipment in accordance with methods described in paragraph 11 above.

OR

- ii. City shall erect a permanent barrier in such a manner to protect the Archaeological Site and preclude unnecessary pedestrian traffic on the Archaeological Site. Said barrier shall be developed in coordination with the Management Plan, referenced in Resolution No. 2005-43, and approved by the BCHC. The barrier shall be installed in accordance with the methods described in paragraph 11 above.

13. DEFAULT

- a. If CITY fails to comply with the provisions of this Agreement, COUNTY shall provide to CITY written notice of such failure to comply, in which event CITY shall have ten (10) days from the date of the notice in which to cure such non-compliance or to begin diligent efforts to cure violations which are not subject to being cured within the ten (10) day time period. In the event CITY does not cure such non-compliance within said ten-day period, CITY agrees not to issue any additional building permits or certificates of occupancy for further development within the Property until the default is corrected. If COUNTY determines that such a default may be endangering the archaeological resource, COUNTY shall be entitled to an injunction to prevent CITY from damaging or permitting the damage of the archaeological resource.
- b. The parties agree that if any archaeological resources discovered on the site are damaged as a result of any default of this Agreement by CITY or its agents, COUNTY may require CITY to take action to mitigate such damage. Necessary mitigation shall be determined by both parties, in

consultation with the Archaeologist described in paragraph 5, the BCHC, and the Division of Historical Resources.

14. COUNTY agrees that this Agreement satisfies the requirements of Section 5-182(j)2 of the Broward County Land Development Code with respect to the protection of archaeological sites.
15. NOTICE. Whenever any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving of notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving notice:

For the COUNTY:

County Archaeologist, County Historic Preservation Officer
Broward County Historical Commission
301 S.W. 13 Avenue
Fort Lauderdale, FL 33312

For the CITY:

Caryn Gardner-Young, City Manager
City of Parkland
6600 University Drive
Parkland, Florida 33067

16. RECORDATION. This Agreement shall be recorded in the Public Records of Broward County Florida, at the CITY's expense. The benefits and obligations contained in this Agreement shall inure to grantees, successors, heirs, and assigns who have an interest in the PLAT.
17. VENUE; CHOICE OF LAW. Any controversies or legal issues arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State Courts of the Seventeenth Judicial Circuit of Broward County, Florida, the venue situs, and shall be governed by the laws of the state of Florida.
18. CAPTIONS AND PARAGRAPH HEADINGS. Captions and paragraph headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope or intent of this Agreement, nor the intent of any provisions hereof.
19. NO WAIVER. No waiver of any provision of this Agreement shall be effective unless it is in writing, signed by the party against whom it is asserted, and any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver.

20. EXHIBITS. All Exhibits attached hereto contain additional terms of this Agreement and are incorporated herein by reference. Typewritten or handwritten provisions inserted in this Agreement or attached hereto shall control all printed provisions in conflict therewith.
21. FURTHER ASSURANCES. The parties hereby agree to execute, acknowledge and deliver and cause to be done, executed, acknowledged and delivered all further assurances and to perform such acts as shall reasonably be requested of them in order to carry out this Agreement.
22. ASSIGNMENT AND ASSUMPTION. CITY may assign all or any portion of its obligations pursuant to this Agreement to a grantee of the fee title to all or any portion of the property described in Exhibit "A." CITY agrees that any assignment shall contain a provision which clearly states that such assignment is subject to the obligations of this Agreement.
23. AMENDMENTS. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the COUNTY and CITY.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice Mayor, authorized to execute same by Board action on the 14th day of April, 2009, and CITY, by and through its _____, duly authorized to execute same.

COUNTY

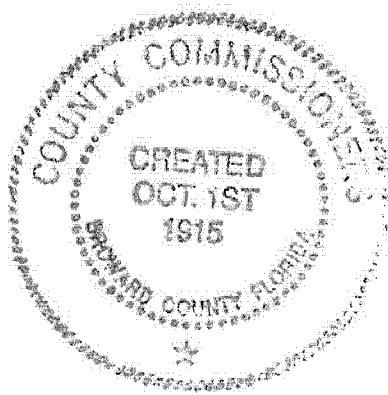
ATTEST:

BROWARD COUNTY, through its
BOARD OF COUNTY COMMISSIONERS

[Signature]
County Administrator, as Ex-
Officio Clerk of the Board of
County Commissioners of
Broward County, Florida

By [Signature]
Ken Kesic - Mayor

26 day of Oct, 2009



Approved as to form by
Office of County Attorney
Broward County, Florida
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-6968

By [Signature]
Assistant County Attorney

23 day of October, 2009

CITY

WITNESSES:

Rachel Weiser

Doreen M. ...

ATTEST:

Vendula ...
City Clerk

CITY of Parkland

By [Signature]
Mayor

1 day of April, 2009

By [Signature]
City Manager

2 day of April, 2009

APPROVED AS TO FORM:

By [Signature]
City Attorney

12327 N.W. 35th Street
Coral Springs, FL 33065
(954) 753-5210

DESCRIPTION:

A PARCEL OF LAND LYING WITHIN THE SOUTHEAST QUARTER (SE. 1/4) OF SECTION 32, TOWNSHIP 47 SOUTH, RANGE 41 EAST, BROWARD COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 32;
THENCE NORTH 01°21'25" WEST, ALONG THE WEST LINE OF THE SOUTHEAST QUARTER (SE 1/4) OF SAID SECTION 32, A DISTANCE OF 15.39 FEET TO A POINT ON THE NORTH BOUNDARY LINE OF PARKLAND ISLES, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLATBOOK 164, AT PAGE 42 OF SAID BROWARD COUNTY PUBLIC RECORDS. SAID NORTH BOUNDARY LINE ALSO BEING THE NORTH LINE OF THE 120.00 FOOT WIDE TRAILS END RIGHT OF WAY AS PER SAID PLAT OF PARKLAND ISLES. SAID POINT ALSO BEING ON THE ARC OF A CIRCULAR CURVE CONCAVE TO THE NORTH AND TO SAID POINT A RADIAL LINE BEARS SOUTH 00°14'22" EAST;
THENCE EASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 2690.00 FEET AND A CENTRAL ANGLE OF 00°00'59", A DISTANCE OF 0.77 FEET;
THENCE NORTH 89°44'39" EAST, A DISTANCE OF 158.85 FEET TO THE POINT OF BEGINNING;
THENCE CONTINUE NORTH 89°44'39" EAST, A DISTANCE OF 298.44 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE NORTH;
THENCE EASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 2,690.00 FEET AND A CENTRAL ANGLE OF 00°00'11", A DISTANCE OF 0.14 FEET. THE LAST FOUR (4) COURSES AND DISTANCES BEING COINCIDENT WITH THE AFORESAID NORTH BOUNDARY LINE OF PARKLAND ISLES AND THE AFORESAID NORTH LINE OF THE 120.00 FOOT WIDE TRAILS END RIGHT OF WAY;
THENCE NORTH 01°20'08" WEST, A DISTANCE OF 268.97 FEET;
THENCE NORTH 88°25'47" EAST, A DISTANCE OF 174.53 FEET;
THENCE NORTH 04°16'07" WEST, A DISTANCE OF 145.43 FEET;
THENCE SOUTH 85°17'01" WEST, A DISTANCE OF 78.55 FEET;
THENCE NORTH 86°24'33" WEST, A DISTANCE OF 418.50 FEET;
THENCE SOUTH 01°21'25" EAST, A DISTANCE OF 410.45 FEET TO A POINT ON THE BOUNDARY LINE OF THE ADDITIONAL NORTH SPRINGS IMPROVEMENT DISTRICT RIGHT OF WAY AS RECORDED IN OFFICIAL RECORD BOOK 15846, PAGE 110 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA;
THENCE SOUTH 45°48'23" EAST, ALONG SAID NORTH SPRINGS IMPROVEMENT DISTRICT RIGHT OF WAY LINE, A DISTANCE OF 42.25 FEET TO THE POINT OF BEGINNING.

SAID PARCEL OF LAND SITUATE, LYING AND BEING IN BROWARD COUNTY, FLORIDA, CONTAINING 3.787 ACRES OF LAND MORE OR LESS.

TOGETHER WITH THE FOLLOWING:

A PARCEL OF LAND LYING WITHIN THE SOUTHEAST QUARTER (SE. 1/4) OF SECTION 32, TOWNSHIP 47 SOUTH, RANGE 41 EAST, BROWARD COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

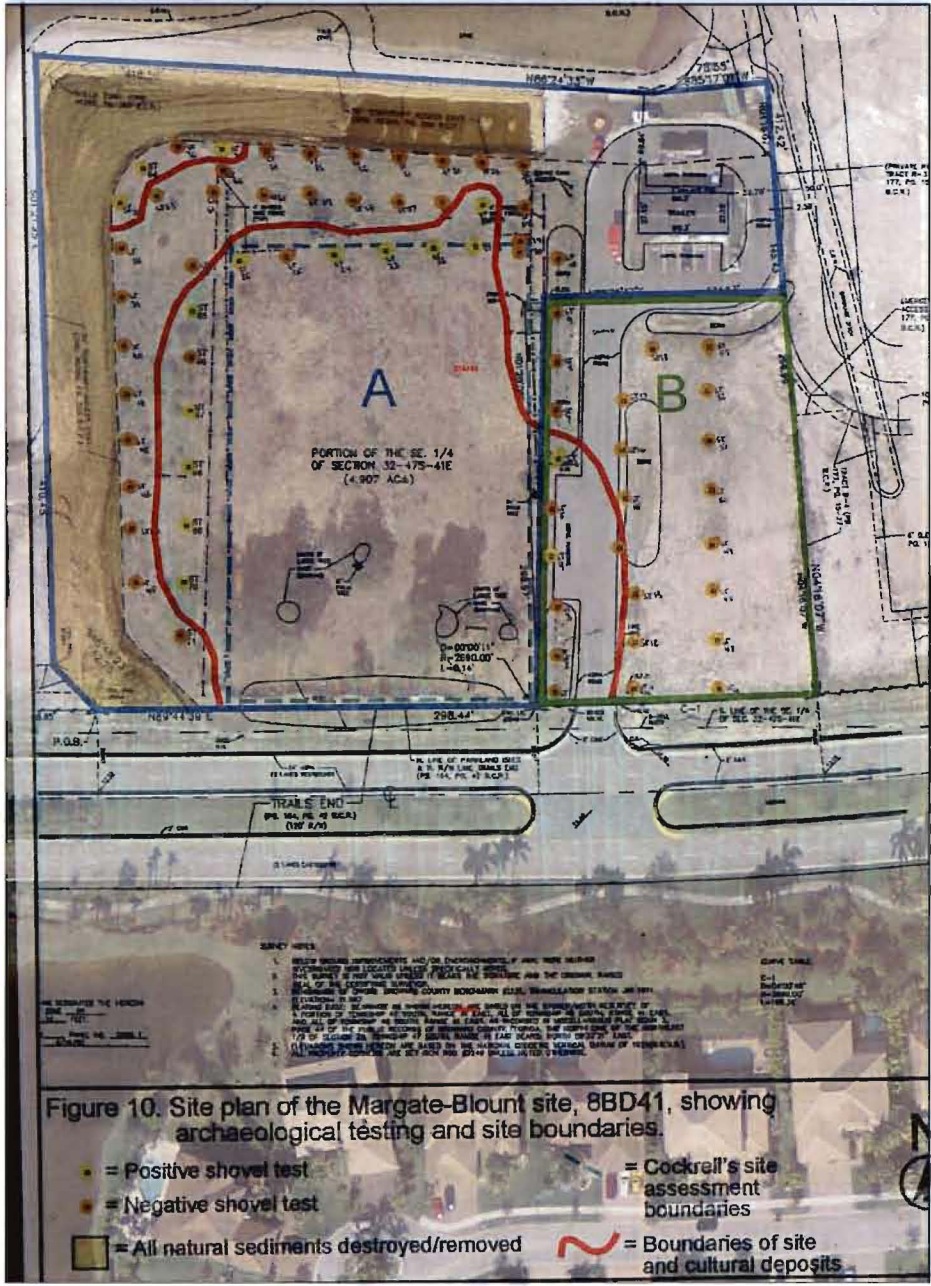
COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 32;
THENCE NORTH 01°21'25" WEST, ALONG THE WEST LINE OF THE SOUTHEAST QUARTER (SE 1/4) OF SAID SECTION 32, A DISTANCE OF 15.39 FEET TO A POINT ON THE NORTH BOUNDARY LINE OF PARKLAND ISLES, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLATBOOK 164, AT PAGE 42 OF SAID BROWARD COUNTY PUBLIC RECORDS. SAID NORTH BOUNDARY LINE ALSO BEING THE NORTH LINE OF THE 120.00 FOOT WIDE TRAILS END RIGHT OF WAY AS PER SAID PLAT OF PARKLAND ISLES. SAID POINT ALSO BEING ON THE ARC OF A CIRCULAR CURVE CONCAVE TO THE NORTH AND TO SAID POINT A RADIAL LINE BEARS SOUTH 00°14'22" EAST;
THENCE EASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 2690.00 FEET AND A CENTRAL ANGLE OF 00°00'59", A DISTANCE OF 0.77 FEET;
THENCE NORTH 89°44'39" EAST, A DISTANCE OF 457.29 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE NORTH;
THENCE EASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 2690.00 FEET AND A CENTRAL ANGLE OF 00°00'11", A DISTANCE OF 0.14 FEET TO THE POINT OF BEGINNING;
THENCE CONTINUE EASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 2690.00 FEET AND A CENTRAL ANGLE OF 04°00'35", A DISTANCE OF 188.25 FEET. THE LAST FOUR (4) COURSES AND DISTANCES BEING COINCIDENT WITH THE AFORESAID NORTH BOUNDARY LINE OF PARKLAND ISLES AND THE AFORESAID NORTH LINE OF THE 120.00 FOOT WIDE TRAILS END RIGHT OF WAY;
THENCE NORTH 04°16'07" WEST, A DISTANCE OF 266.99 FEET;
THENCE SOUTH 88°25'47" WEST, A DISTANCE OF 174.53 FEET;
THENCE SOUTH 01°20'08" EAST, A DISTANCE OF 268.97 FEET TO THE POINT OF BEGINNING.

SAID PARCEL OF LAND SITUATE, LYING AND BEING IN THE CITY OF PARKLAND, BROWARD COUNTY, FLORIDA, CONTAINING 1.120 ACRES OF LAND MORE OR LESS.

EXHIBIT "B"

ARCHAEOLOGICAL SITE

Visual Description of the Margate-Blount Site Florida Master Site File # 8BD41



RESOLUTION NO. 2009-28

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PARKLAND, FLORIDA, APPROVING THE ARCHAEOLOGICAL SITE AGREEMENT BETWEEN THE CITY OF PARKLAND AND BROWARD COUNTY FOR THE PRESERVATION AND MITIGATION OF THE CITY OF PARKLAND MARGATE BLOUNT ARCHAEOLOGICAL SITE; AND TO AUTHORIZE THE APPROPRIATE CITY OFFICIALS TO EXECUTE THE ARCHAEOLOGICAL SITE AGREEMENT; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Archaeological Site is listed as a “Local Area of Particular Concern, Cultural Resources Category, Archaeological Site” within the Broward County (“County”) Land Use Plan section of the Broward County Comprehensive Plan; and

WHEREAS, in a 2008 archaeological survey, the Archaeological Site is indicated to be of “local and regional significance and qualifies for listing on the National Register of Historic Places based on Criteria D”; and

WHEREAS, the approval of the Plat by the County Commission is conditioned upon the City of Parkland (“City”) agreeing to preserve and mitigate for impacts to the Archaeological Site during development of the Property; and

WHEREAS, the City desires to voluntarily preserve and mitigate any existing adverse impacts to the Archaeological Site and avoid future adverse impacts to the Archaeological Site by protecting it and preserving it as public open space in perpetuity; and

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF PARKLAND FLORIDA, THAT;

Section 1: The foregoing “WHEREAS” clauses are confirmed and ratified as being true and correct and are hereby incorporate herein. All exhibits attached hereto are hereby incorporate herein.

Section 2: The City Commission of the City of Parkland hereby approves the Archaeological Site Agreement with Broward County for the preservation of the Margate Blount Archaeological Site.

Section 3: The appropriate City officials are hereby authorized and directed to execute the necessary documents to effectuate the purpose and intent of this resolution.

Section 4: All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 5: If any clause, section, other part or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or applications of this Resolution.

PASSED AND ADOPTED THIS 1 DAY OF APRIL , 2009.

CITY OF PARKLAND, FLORIDA



MICHAEL UDINE, MAYOR



SANDRA COUZZO, C.M.C.
CITY CLERK