

Return recorded copy to:

Document prepared by:
Al A. DiCalvo, Assistant County Attorney
Broward County Attorney's Office
115 South Andrews Avenue, Room 423
Fort Lauderdale, FL 33301

DECLARATION OF RESTRICTIVE COVENANTS
(Stormwater Management)

THIS DECLARATION OF RESTRICTIVE COVENANTS ("Declaration"), made this _____ day of _____, 20__, by BROWARD COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY."

W I T N E S S E T H

WHEREAS, COUNTY is the fee title owner of that certain real property located in Broward County, Florida, as described in Exhibit "A," attached hereto and made a part hereof (the "PROPERTY"); and

WHEREAS, on September 9, 2008, the Broward County Board of County Commissioners approved the Interlocal Agreement (the "AGREEMENT") between Broward County and the City of Cooper City for the acquisition, improvement, enhancement, operation and management of Open Space Site OS-137 and Palm Avenue water retention area (all of which consists of the subject PROPERTY);

WHEREAS, as part of the AGREEMENT, CITY agreed to conditions and restrictions related to the development and maintenance of stormwater retention associated with Palm Avenue ("Water Retention Area" and "Stormwater Management System," as described in composite Exhibit "B," consisting of pages 1 to 5 of 5, attached hereto and made a part hereof), located within the PROPERTY;

WHEREAS, on September 9, 2008, the Broward County Board of County Commissioners also approved the conveyance of the PROPERTY to the City of Cooper City (CITY) subject to the development and maintenance requirements of the AGREEMENT; and

NOW, THEREFORE, COUNTY hereby declares that the PROPERTY shall be conveyed, improved, held, maintained, transferred, leased, mortgaged, used, sold, and owned subject to the following restrictive covenants:

1. RECITALS

The recitals set forth above are true and correct and are incorporated into these restrictive covenants.

2. RESTRICTIONS

- (a) The Water Retention Area shall be utilized solely as a stormwater retention pond for the benefit of stormwater drainage and management originating from Palm Avenue.
- (b) The Water Retention Area and Stormwater Management System shall be maintained and managed by the owner of the PROPERTY at the owner's sole expense consistent with this Declaration and the restrictions contained in the AGREEMENT, a copy of which is attached hereto and incorporated herein as Exhibit "C."
- (c) Any use of the Water Retention Area and Stormwater Management System by owner or any other party shall be consistent with all of the terms and conditions contained in this Declaration and in the AGREEMENT.
- (d) No use of the PROPERTY shall be allowed which is inconsistent with the intent and purpose of this Declaration and the AGREEMENT.

3. COVENANT RUNNING WITH THE LAND

This Declaration shall be recorded in the Public Records of Broward County, Florida, and shall run with the PROPERTY described in Exhibit "A," and shall be binding on all persons and entities acquiring title to or use of the PROPERTY.

4. ENFORCEMENT

COUNTY, through its Board of County Commissioners, its successors and assigns, is the beneficiary of this Declaration. If at any time COUNTY, through its Director, or designee, of the Highway Construction and Engineering Division, deems the owner of the PROPERTY is not properly maintaining the Water Retention Area and Stormwater Management System pursuant to all of the terms and conditions contained in this Declaration and in the AGREEMENT, the Director, or designee, may issue a written notice of deficiency to the owner. Owner shall have a period of thirty (30) days from receipt of the notice within which to correct the deficiencies. If said deficiencies are not corrected within the time period, COUNTY may, at the sole discretion of its Director, or designee, of the Highway Construction and Engineering Division, proceed with the correction of the deficiencies. All expenses incurred by COUNTY for correcting the deficiencies shall be reimbursed by the owner of the PROPERTY.

In addition to the above, COUNTY may enforce these restrictive covenants by action at law or in equity including, without limitation, a decree of specific performance or mandatory or

prohibitory injunction against any person or persons, entity or entities, violating or attempting to violate the terms of these Restrictions.

5. WAIVER

Any failure by COUNTY to enforce these restrictive covenants shall not be deemed a waiver of the right to do so thereafter.

6. INVALIDATION

Invalidation of any one of these restrictive covenants by judgment or court order shall in no way affect any other conditions which remain in full force and effect.

7. EFFECTIVE DATE

The Declaration shall become effective upon recordation of this Declaration in the Public Records of Broward County, Florida.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, BROWARD COUNTY, through its Mayor or Vice Mayor, authorized to execute same by action of the Board of County Commissioners on the ____ day of _____, 20__.

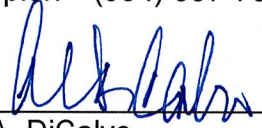
ATTEST:

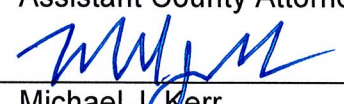
BROWARD COUNTY, by and through
its Board of County Commissioners

Broward County Administrator, as
Ex-Officio Clerk of the Broward County
Board of County Commissioners

By _____
Mayor
____ day of _____, 20__

Approved as to form by
Joni Armstrong Coffey
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By  5/28/14
Al A. DiCalvo (Date)
Assistant County Attorney

 5/29/14
Michael J. Kerr
Chief Trial Counsel

AAD

2/28/14; 3/21/14; 3/28/14; 5/16/14

DeclarationRestrictiveCovenants-(PalmAve-WaterRetentionArea)_v4Final-052314

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

THE WEST 2/3 OF TRACT 12, LESS AND EXCEPT THE NORTH 375 FEET AND ALSO LESS THE SOUTH 510 FEET THEREOF, AND LESS AND EXCEPT ALSO THAT PORTION LYING WITHIN 50 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SECTION 32, TOWNSHIP 50 SOUTH, RANGE 41 EAST, ACCORDING TO THE PLAT OF NEWMANS SURVEY RECORDED IN PLAT BOOK 2, PAGE 26 OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, AS RECORDED IN O.R.B. 23603, PAGE 198, B.C.R.

LESS THE EAST 2 ACRES THEREOF, AS RECORDED IN O.R.B. 34603, PAGE 324, B.C.R.;

AND LESS THE EAST 15 FEET OF THE REMAINDER OF THE WEST 2/3 OF TRACT 12 DESCRIBED ABOVE;

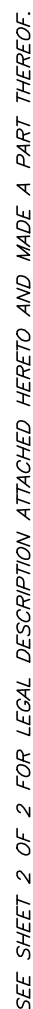
AND ALSO LESS THAT PORTION LYING WITHIN 66 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID SECTION 32, AS SHOWN ON THE MAINTENANCE MAP FILED IN MISCELLANEOUS MAP BOOK 4, PAGE 30, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA;

SAID LANDS SITUATE, LYING AND BEING IN COOPER CITY, BROWARD COUNTY, FLORIDA, AND CONTAINING 260,505 SQUARE FEET (5.98 ACRES) MORE OR LESS.

FOLIO NUMBER FOR THE PROPERTY IS 5041-32-01-0050.

PORTION OF LOT 12 NEWMAN'S SURVEY
PLAT BOOK 2, PAGE 26, D.C.R. SECTION 31-50-41

SURVEY PROJECT NO. 2014-059



Phone # (954) 577-4555

EXHIBIT 'B'

Page 2 of 5

SKETCH AND DESCRIPTION

WATER RETENTION AREA

PORTION OF LOT 12 NEWMAN'S SURVEY
PLAT BOOK 2, PAGE 26, D.C.R. SECTION 31-50-41

SURVEY PROJECT NO. 2014-059

LEGEND

B.C.R. = BROWARD COUNTY RECORDS

D.C.R. = DADE COUNTY RECORDS

CL = CENTERLINE

P.B. = PLAT BOOK

O.R.B. = OFFICIAL RECORDS BOOK

PG. = PAGE

DESCRIPTION

A PORTION OF TRACT 12 LYING IN SECTION 32, TOWNSHIP 50 SOUTH, RANGE 41 EAST, ACCORDING TO THE PLAT OF "NEWMAN'S SURVEY" RECORDED IN PLAT BOOK 2, PAGE 26 OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID TRACT 12 ALSO BEING THE WEST 1/4 CORNER OF SECTION 32, TOWNSHIP 50 SOUTH, RANGE 41 EAST;

THENCE S 01°56'03" E ALONG THE WEST LINE OF SAID SECTION 32 FOR A DISTANCE OF 350.00 FEET TO AN INTERSECTION WITH THE CENTERLINE OF S.W. 55TH COURT (WHITING ROAD);

THENCE EAST ALONG SAID CENTERLINE N 87°48'45" E FOR A DISTANCE OF 337.17 FEET;

THENCE S 01°58'18" E A DISTANCE OF 73.30 FEET TO THE POINT OF BEGINNING;

THENCE N 87°48'45" E FOR A DISTANCE OF 183.35' FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST;

THENCE SOUTHERLY AND EASTERLY, ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 84.30 FEET, A CENTRAL ANGLE OF 90°12'57", AND AN ARC LENGTH OF 132.74 FEET TO A POINT OF TANGENCY;

THENCE S 01°58'18" E FOR A DISTANCE OF 167.90 FEET, TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST;

THENCE SOUTHERLY AND WESTERLY, ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 84.30 FEET, A CENTRAL ANGLE OF 89°47'03", AND AN ARC LENGTH OF 132.10 FEET TO A POINT OF TANGENCY;

THENCE S 87°48'45" W FOR A DISTANCE OF 183.98 FEET;

THENCE N 01°58'18" W FOR A DISTANCE OF 336.50 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN COOPER CITY, BROWARD COUNTY, FLORIDA AND CONTAINING 87,119 SQUARE FEET (2.00 ACRES) MORE OR LESS.

SURVEY NOTES

- 1) THIS "SKETCH & DESCRIPTION" HEREON WAS PREPARED BY THE REVIEWING SURVEYOR IN CONJUNCTION WITH THE BROWARD COUNTY HIGHWAY CONSTRUCTION & ENGINEERING DIVISION.
- 2) THIS "SKETCH & DESCRIPTION" IS NOT A BOUNDARY SURVEY.
- 3) THE BASIS OF BEARING IS THE WEST LINE OF SECTION 32-50-41 BEING S 01°56'03" E

SEE SHEET 1 OF 2 FOR SKETCH OF LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART THEREOF. SHEET 2 OF 2

CERTIFICATE

THIS IS TO CERTIFY THAT THE SKETCH SHOWN HEREON AND THE ATTACHED DESCRIPTION ARE ACCURATE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND DOES NOT REPRESENT A FIELD SURVEY. I FURTHER CERTIFY THAT THIS SKETCH AND DESCRIPTION MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH UNDER RULE 5J-17 FLORIDA ADMINISTRATIVE CODE PURSUANT TO CHAPTER 472.027 FLORIDA STATUTES.

NOT VALID WITHOUT THE SIGNATURE AND
THE RAISED SEAL OF A FLORIDA LICENSED
SURVEYOR AND MAPPER

Brian A Harris
BRIAN A HARRIS
PROFESSIONAL SURVEYOR AND MAPPER #5771, STATE OF FLORIDA

DATE OF SKETCH
04/29/14

DRAWN BY
DILIP JEETHAN

CHECKED BY
B.A.H.

MANAGER
E.B.A.

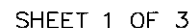
SKETCH NO.
2014-059.DWG

BROWARD COUNTY HIGHWAY CONSTRUCTION & ENGINEERING DIVISION

ONE UNIVERSITY DRIVE, SUITE 300B, PLANTATION, FLORIDA 33324-2038

Phone # (954) 577-4555

SURVEY PROJECT NO. 2014-048



Phone # (954) 577-4555

EXHIBIT 'B'

Page 4 of 5

SKETCH AND DESCRIPTION

STORMWATER MANAGEMENT SYSTEM

PORTION OF TRACT 12 NEWMAN'S SURVEY,
PLAT BOOK 2, PAGE 26, D.C.R. SECTION 32-50-41

SURVEY PROJECT NO. 2014-048

LEGEND

B.C.R. = BROWARD COUNTY RECORDS

D.C.R. = DADE COUNTY RECORDS

 = CENTERLINE

P.B. = PLAT BOOK

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DESCRIPTION

A PORTION OF TRACT 12 LYING IN SECTION 32, TOWNSHIP 50 SOUTH, RANGE 41 EAST, ACCORDING TO THE PLAT OF "NEWMAN'S SURVEY" RECORDED IN PLAT BOOK 2, PAGE 26 OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID TRACT 12, SAID POINT ALSO BEING THE WEST 1/4 CORNER OF SECTION 32, TOWNSHIP 50 SOUTH, RANGE 41 EAST; THENCE S 01°56'03" E ALONG THE WEST LINE OF SAID SECTION 32 FOR A DISTANCE OF 485.55 FEET;

THENCE N 89°09'50" E FOR A DISTANCE OF 66.01 FEET TO THE POINT OF BEGINNING ON THE EAST RIGHT OF WAY LINE OF SOUTHWEST 100TH AVENUE (PALM AVENUE);

THENCE N 89°09'50" E FOR A DISTANCE OF 126.91 FEET;

THENCE N 01°58'31" W FOR A DISTANCE OF 37.96 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST;

THENCE NORTHERLY AND EASTERLY, ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 28.95 FEET, A CENTRAL ANGLE OF 89°47'03", AND AN ARC LENGTH OF 45.37 FEET TO A POINT OF TANGENCY;

THENCE N 87°48'45" E FOR A DISTANCE OF 298.88 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST;

THENCE EASTERLY AND SOUTHERLY, ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 84.30 FEET, A CENTRAL ANGLE OF 90°12'57", AND AN ARC LENGTH OF 132.74 FEET TO A POINT OF TANGENCY;

THENCE S 01°58'18" E FOR A DISTANCE OF 12.50 FEET;

THENCE N 87°57'05" E FOR A DISTANCE OF 12.88 FEET;

THENCE N 01°58'18" W FOR A DISTANCE OF 100.79 FEET;

THENCE N 55°36'33" W FOR A DISTANCE OF 16.19 FEET;

THENCE S 87°48'45" W FOR A DISTANCE OF 236.11 FEET;

THENCE N 02°11'15" W FOR A DISTANCE OF 35.00 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF S.W. 55th COURT (WHITING ROAD);

THENCE N 87°48'45" E ALONG SAID SOUTH RIGHT OF WAY LINE FOR A DISTANCE OF 284.28 FEET;

THENCE S 01°58'18" E FOR A DISTANCE OF 300.93 FEET;

THENCE S 87°57'05" W FOR A DISTANCE OF 47.88 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST;

(CONTINUED ON SHEET 3 OF 3)

SEE SHEET 1 OF 3 FOR SKETCH OF LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART THEREOF.

SHEET 2 OF 3

BROWARD COUNTY HIGHWAY CONSTRUCTION

& ENGINEERING DIVISION

ONE UNIVERSITY DRIVE, SUITE 300B, PLANTATION, FLORIDA 33324-2038

Phone # (954) 577-4555

EXHIBIT 'B'

Page 5 of 5

SKETCH AND DESCRIPTION
STORMWATER MANAGEMENT SYSTEMPORTION OF TRACT 12 NEWMAN'S SURVEY,
PLAT BOOK 2, PAGE 26, D.C.R. SECTION 32-50-41

SURVEY PROJECT NO. 2014-048

DESCRIPTION

(CONTINUED FROM SHEET 2 OF 3)

THENCE SOUTHERLY AND WESTERLY, ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 84.30 FEET, A CENTRAL ANGLE OF 89°47'03", AND AN ARC LENGTH OF 132.10 FEET TO A POINT OF TANGENCY;

THENCE S 87°48'45" W FOR A DISTANCE OF 299.30 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST;

THENCE WESTERLY AND NORTHERLY, ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 28.95 FEET, A CENTRAL ANGLE OF 90°12'57", AND AN ARC LENGTH OF 45.58 FEET TO A POINT OF TANGENCY;

THENCE N 01°58'31" W FOR A DISTANCE OF 48.46 FEET;

THENCE S 88°53'53" W FOR A DISTANCE OF 127.02 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF SOUTHWEST 100TH AVENUE (PALM AVENUE);

THENCE N 01°56'03" W ALONG SAID EAST RIGHT OF WAY LINE FOR A DISTANCE OF 35.00 FEET;

THENCE N 88°53'53" E FOR A DISTANCE OF 127.00 FEET;

THENCE N 01°58'18" W FOR A DISTANCE OF 122.18 FEET;

THENCE S 89°09'50" W FOR A DISTANCE OF 126.93 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF SOUTHWEST 100TH AVENUE (PALM AVENUE);

THENCE N 01°56'03" W ALONG SAID EAST RIGHT OF WAY LINE FOR A DISTANCE OF 35.00 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN COOPER CITY, BROWARD COUNTY, FLORIDA, AND CONTAINING 165,548 SQUARE FEET (3.800 ACRES) MORE OR LESS.

SURVEY NOTES

- 1) THIS "SKETCH & DESCRIPTION" HEREON WAS PREPARED BY THE REVIEWING SURVEYOR IN CONJUNCTION WITH THE BROWARD COUNTY HIGHWAY CONSTRUCTION & ENGINEERING DIVISION.
- 2) THIS "SKETCH & DESCRIPTION" IS NOT A BOUNDARY SURVEY.
- 3) THE BASIS OF BEARING IS THE WEST LINE OF SECTION 32-50-41 BEING S 01°56'03" E

SEE SHEETS 1 FOR SKETCH OF LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART THEREOF.

SHEET 3 OF 3

CERTIFICATE

THIS IS TO CERTIFY THAT THE SKETCH SHOWN HEREON AND THE ATTACHED DESCRIPTION ARE ACCURATE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND DOES NOT REPRESENT A FIELD SURVEY. I FURTHER CERTIFY THAT THIS SKETCH AND DESCRIPTION MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH UNDER RULE 5J-17, FLORIDA ADMINISTRATIVE CODE PURSUANT TO CHAPTER 472.027 FLORIDA STATUTES.

NOT VALID WITHOUT THE SIGNATURE AND
THE RAISED SEAL OF A FLORIDA LICENSED
SURVEYOR AND MAPPER


BRIAN A HARRIS
PROFESSIONAL SURVEYOR AND MAPPER #5771, STATE OF FLORIDA

DATE OF SKETCH
04/29/14

DRAWN BY
DILIP JEETHAN

CHECKED BY
B.A.H.

MANAGER
E.B.A.

SKETCH NO.
2014-048.DWGBROWARD COUNTY HIGHWAY CONSTRUCTION
& ENGINEERING DIVISION

ONE UNIVERSITY DRIVE, SUITE 300B, PLANTATION, FLORIDA 33324-2038

Phone # (954) 577-4555

EXHIBIT "C"

Return recorded document to:
Environmental Protection and
Growth Management Department
Land Preservation Section
115 South Andrews Avenue, Room A-240
Ft. Lauderdale, FL 33301

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

INTERLOCAL AGREEMENT FOR THE ACQUISITION, IMPROVEMENT, ENHANCEMENT, OPERATION AND MANAGEMENT OF OPEN SPACE SITE OS-137 AND PALM AVENUE WATER RETENTION AREA

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

AND

CITY OF COOPER CITY, a Florida municipal corporation, created and existing
under the laws of the State of Florida, hereinafter referred to as "CITY."

WHEREAS, COUNTY has acquired or will acquire certain property within CITY,
said property being more particularly described in Exhibit "A" ("Property"), attached
hereto and incorporated herein; and

WHEREAS, the Property was or will be acquired by COUNTY, in part, with
proceeds of the Bonds; and

WHEREAS, a portion of the Property, approximately two (2) acres, is not to be
acquired with Bond proceeds and will be utilized for stormwater retention associated
with Palm Avenue (hereinafter "Water Retention Area"), the legal description of which
will be identified upon completion of the Water Retention Area; and

WHEREAS, upon COUNTY's completion of the improvements within the Water
Retention Area, CITY shall receive title from COUNTY to the Property; and

WHEREAS, this Agreement is entered into in order to impose terms, conditions, and restrictions on lands acquired by COUNTY which are to be transferred to CITY and to provide for the ongoing maintenance of the Property; and

WHEREAS, this Agreement is entered into pursuant to Section 163.01, Florida Statutes, also known as the "Florida Interlocal Cooperation Act of 1969"; and

WHEREAS, the Bonds were issued as tax-exempt bonds, meaning that the interest on the Bonds is excluded from the gross income of Bondholders for federal income tax purposes; and

WHEREAS, it is the purpose and intent of the parties to this Interlocal Agreement to permit COUNTY and CITY to make the most efficient use of their respective powers, resources, and capabilities by enabling them to cooperate on the basis of mutual advantage and thereby accomplish the objectives provided for herein in the manner that will best accord with the existing resources available to each of them and with the needs and developments within their respective jurisdictions; and

WHEREAS, CITY and COUNTY desire to enter into a cooperative agreement regarding the acquisition, preservation, improvement, enhancement, operation, and management of the Property; NOW, THEREFORE,

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

ARTICLE 1 BACKGROUND, PURPOSE, INTENT AND DEFINITIONS

- 1.1 The above recitals are true and correct and incorporated herein as if set forth in full hereunder.
- 1.2 It is the purpose and intent of this Interlocal Agreement for COUNTY and CITY, pursuant to Section 163.01, Florida Statutes, to cooperate and provide for a means by which each governmental entity may exercise its respective powers, privileges and authorities which they share in common and which each might exercise separately in order to further a common goal.
- 1.3 In the event Bond Counsel opines that an amendment is required to this Agreement so that the tax-exempt status of the Bonds is not jeopardized, CITY and COUNTY agree to amend the Agreement accordingly.
- 1.4 In order to further the efforts to be undertaken by COUNTY in connection with the acquisition, preservation, improvement, enhancement, operation, and management of the Property, the parties hereto acknowledge and agree to cooperate with each other to the fullest extent reasonably necessary to

accomplish the mutual desire of the parties that the purchase and transfer of title to the Property be successfully completed.

- 1.5 This Agreement and the covenants and restrictions contained herein shall run with the Property and shall bind, and the benefits shall inure to, COUNTY and CITY and their respective successors and assigns.
- 1.6 This Agreement will be effective upon execution by both parties.
- 1.7 Definitions - For the purposes of this Agreement and the various covenants, conditions, terms and provisions which follow, the definitions and identifications set forth below are assumed to be true and correct and are agreed upon by the parties.

"Bonds" shall mean the Broward County, Florida General Obligation Bonds issued in one or more series pursuant to Resolution 2000-1062 and Resolution 2000-1063 adopted by the Board of County Commissioners of Broward County relative to parks and/or conservation lands, green space and open space lands.

"Bond Restrictions" shall mean the terms, conditions, and limitations imposed by any resolution adopted by the Board of County Commissioners of Broward County authorizing the issuance of Bonds and the official statement and the terms, conditions, and limitations contained in any contracts, covenants or instruments executed in connection with the Bonds.

"Disallowable Activities" shall mean those activities and uses not consistent with the Bond Restrictions or those activities or uses prohibited by those restrictive covenants or conservation easements required by this Agreement or those activities or uses set forth within Article 5 of this Agreement.

ARTICLE 2

OS PARK MANAGEMENT PLAN; WATER RETENTION AREA

- 2.1 COUNTY has prepared a Conceptual Open Space Park Management Plan which broadly describes the proposed use of the Property as open space and water retention area and which is attached hereto as Exhibit "B."
- 2.2 Water Retention Area
 - 2.2.1 COUNTY shall prepare, or cause to be prepared, engineering plans for the Water Retention Area to serve as part of a drainage system to Palm Avenue. Upon finalizing of the engineering plans, COUNTY will furnish copies of those plans to CITY for its records.

- 2.2.2 COUNTY shall construct the Water Retention Area in accordance with the approved plans as part of the Palm Avenue roadway improvement project.
- 2.2.3 COUNTY may, at the sole discretion of the Director, or designee, of Broward County Highway Construction & Engineering Division, retain full ownership and use of the excavated materials. The excavated materials may be used in the road construction, preparation of the Water Retention Area, or on any COUNTY project(s) as deemed necessary by the Director, or designee, of Broward County Highway Construction & Engineering Division.

ARTICLE 3 TRANSFER OF TITLE

- 3.1 COUNTY shall purchase or has purchased the Property and COUNTY and CITY agree that:
 - 3.1.1 Prior to transferring title to the Property from COUNTY to CITY, COUNTY shall record a Declaration of Restrictive Covenants which shall contain such covenants and restrictions sufficient to ensure that the use of the portion of the Property acquired with Bond proceeds at all times complies with the Bond Restrictions.
 - 3.1.2 Within sixty (60) days of COUNTY's notice to CITY that the Water Retention Area improvements are completed, CITY shall provide the COUNTY with a performance bond, letter of credit, or a resolution of the CITY acceptable to the COUNTY indicating that the obligations set forth in the Open Space Park Management Plan will be included within the CITY's 5 Year Capital Improvements Program as set forth within the timeline contained in the Open Space Park Management Plan. The performance bond, letter of credit, or resolution shall guarantee the CITY's performance of the obligations set forth in the Open Space Park Management Plan which will include, at a minimum, securing the portion of the Property acquired with Bond proceeds, removing trash and debris, removing invasive exotic species, replanting native vegetation, providing for public access, and establishing a timeline for the completion of these activities.
 - 3.1.3 Prior to transferring title to the Property from the COUNTY to CITY, COUNTY shall record a Declaration of Restrictive Covenants which shall contain such covenants and restrictions sufficient to ensure that the Water Retention Area is utilized for stormwater retention associated with Palm Avenue and enforcement of the use restrictions set forth in section 4.13, below.

- 3.2 Upon completion of the Water Retention Area and receipt of acceptable security from CITY as set forth in Section 3.1.1, COUNTY shall transfer title to the Property from COUNTY to CITY, retaining ownership of all excavated materials and sufficient drainage and access rights for COUNTY use.
- 3.3 In addition to the above requirements, each parcel to which CITY acquires title to the Property shall be subject to such covenants and restrictions as are, at a minimum sufficient to ensure that the use of the Property at all times complies with the applicable trust indenture(s) under which the Bonds are issued and any provision of the Internal Revenue Code or the regulations promulgated thereunder that pertain to tax-exempt bonds.
- 3.4 In the event that the COUNTY is unable to purchase the Property, this Agreement is null and void.

ARTICLE 4 GENERAL CONDITIONS

- 4.1 The amount of the performance bond, letter of credit or capital improvement funding shall be determined based upon the modification requirements for the portion of the Property acquired with Bond proceeds set forth within the Conceptual and Final Open Space Park Management Plan. In the event that CITY fails to perform the obligations set forth within the Conceptual and Final Open Space Park Management Plan, COUNTY shall be entitled to proceed under Article 8, Default and Remedy provisions of this Agreement. CITY shall ensure that the performance bond or letter of credit remains valid and in full force and effect until CITY's obligation pursuant to the Conceptual and Final Open Space Park Management Plan is performed. Termination or expiration of the bond or letter of credit prior to CITY's performance of such obligation, or notice to COUNTY that the bond or letter of credit will expire or has been canceled or disaffirmed prior to CITY's satisfaction of its obligations hereunder, shall constitute a default of this Agreement. If a resolution is provided by the CITY, the removal of the obligations set forth in the Conceptual and Final Open Space Park Management Plan from the CITY's 5 Year Capital Improvements Program before the obligations have been completed shall constitute a default of this Agreement. In the event of such a default COUNTY shall be entitled to proceed under the Article 8, Default and Remedies provisions of this Agreement.
- 4.2 CITY shall prepare a Final Open Space Park Management Plan and submit it to the Land Preservation and Acquisition Advisory Board (LPAAB) for approval within one (1) year from the date of transfer of the Property to the CITY. Upon approval by the LPAAB, the Final Plan shall be provided to COUNTY. The Final Open Space Park Management Plan shall at a minimum set forth how the Property will be used by the CITY, how much land is necessary to be paved for infrastructure and active recreation, a requirement that native trees be used in

landscaping, clearing of exotic invasive species and the accessibility of the Property acquired with Bond proceeds to the general public. Additionally, the CITY shall describe how *NatureScape Broward* principles will be utilized on the Property after development occurs. These principles which include actions such as reducing the amount of irrigation, fertilizer and pesticide use will be described in the Final Open Space Park Management Plan. The CITY shall apply for certification under the *Florida Yards & Neighborhoods* or *Backyard Wildlife Habitat* programs once Property development has occurred. The Final Open Space Park Management Plan shall describe management goals and measurable objectives. The Final Open Space Park Management Plan shall include an implementation schedule detailing CITY's timetable for the enhancement and improvement activities. The Final Open Space Park Management Plan shall be consistent with COUNTY standards for Open Space Sites. Any proposed use for the portion of the Property acquired with Bond proceeds shall be consistent with the terms and conditions contained in the COUNTY's Land Preservation Bond Program, as set forth in Broward County Resolution No. 2000-1230.

- 4.3 Any amendment to the Final Open Space Park Management Plan shall not be effective until such time as it is mutually agreed upon by the CITY and the Land Preservation and Acquisition Advisory Board and filed with the COUNTY.
- 4.4 Upon conveyance of the Property to the CITY, CITY shall manage or cause the portion of the Property purchased with Bond proceeds to be managed in accordance with Resolution 2000-1230 adopted by the Board of County Commissioners and the approved Final Open Space Park Management Plan. CITY covenants that CITY will not commit waste to or on the Property, and CITY shall use due care and diligence to prevent others from doing same. CITY covenants to keep and maintain the Property in good order and condition and, furthermore, covenants that CITY shall not commit a nuisance as set forth in Chapter 823, F.S., on the Property or knowingly permit others to do so; nor shall CITY itself use the Property for any unlawful purpose, or allow any other person to do so.
- 4.5 CITY shall not make enhancements at the Property in conflict with the Final Open Space Park Management Plan as described above. CITY shall notify COUNTY's Contract Administrator of intended enhancements at the Property, reasonably before implementation of same. CITY shall have all access required for its enhancement responsibilities. COUNTY acknowledges that COUNTY's Contract Administrator may need to assist in resolving any conflicts which may exist between COUNTY departments in order for CITY to properly proceed with enhancements.
- 4.6 COUNTY and CITY agree that each will join, cooperate, and shall execute such reasonable documents as may be required by law in connection with grants of

easements or restrictive covenants. The approval of any development or environmental permits by the COUNTY shall be in accordance with applicable laws and ordinances.

- 4.7 COUNTY staff or its duly authorized representatives shall have the right at any time to inspect the Property and the operations of CITY at the Property.
- 4.8 If CITY obtains a grant from an agency of the State of Florida for any portion of the moneys required for the acquisition of the Property or reimbursement of moneys used to acquire the Property, CITY will use its best efforts to ensure that any reverter language required by the State includes a commitment by the State (in the event fee simple title to the Property reverts to the State) that the use of the Property will at all times comply with the applicable trust indenture(s) under which the Bonds are issued and any provision of the Internal Revenue Code or the regulations promulgated thereunder that pertain to tax-exempt bonds.
- 4.9 Any transfer of title of the Property, excluding transfer of title to the State as set forth above, shall be subject to the approval of COUNTY and COUNTY shall enter into a new agreement with the transferee, containing such covenants or clauses, or other restrictions as are sufficient to protect the interests of the Bond holders.
- 4.10 If the Land Preservation and Acquisition Advisory Board is no longer in existence, the Final Open Space Park Management Plan and any amendments to the Plan shall be submitted to the Board of County Commissioners for approval.
- 4.11 CITY agrees to initiate a land use plan map amendment to the Broward County Land Use Plan and the local Land Use Plan amending the land use designation of the Property to Recreation and Open Space use or comparable local land use designation for Open Space Sites. CITY agrees that any trips associated with the approved use on this property will not be transferred or utilized in any manner within any other property within CITY.
- 4.12 CITY shall ensure that all activities on the Property comply with applicable local, state, regional, and federal laws and regulations, including zoning ordinances and the CITY and COUNTY comprehensive plans.
- 4.13 Water Retention Area
 - 4.13.1 CITY hereby agrees that, upon transfer of title to the Property from COUNTY to CITY, CITY shall be responsible for the maintenance and management of the Water Retention Area consistent with the restrictions contained herein.

- 4.13.2 CITY shall not at any time change the shape, volume, or integrity of the Water Retention Area, or otherwise make any changes to the Water Retention Area that affects the collection or distribution of the surface water, without prior approval of the Director, or designee, Broward County Highway Construction & Engineering Division.
- 4.13.3 CITY shall maintain the Water Retention Area and the landscape area adjacent to the Water Retention Area free from weeds and debris and maintain the drainage structures to assure free and constant flow. CITY shall also maintain proper watering and fertilization of all plants and keep them as free as practical from disease and harmful insects; properly mulch the tree and plant beds; mow or cut the grass to a proper length; properly prune all plants, which includes: removing dead or deceased parts of plants; prune such parts which present a visual hazard for those using the roadway. All plants removed for whatever reason shall be replaced by plants of the same grade as specified in the original approved plans and of a size comparable to those existing at the time, subject to approval by the Director, or designee, Broward County Highway Construction & Engineering Division, for the use of alternative materials or deletions.
- 4.13.4 COUNTY shall have full access to the drainage structures from the headwall(s) to the right-of-way of the abutting trafficway (Palm Avenue). CITY shall provide COUNTY with drainage and access easements, as deemed necessary by the Director, or designee, Broward County Highway Construction & Engineering Division.
- 4.13.5 CITY shall provide COUNTY with full access to the Water Retention Area so it may be periodically inspected by COUNTY inspectors; such inspection findings will be shared with CITY.
- 4.13.6 If at any time COUNTY, through its Director, or designee, of the Highway Construction & Engineering Division, deems the CITY is not properly maintaining the Water Retention Area pursuant to the terms of this Agreement, the Director, or designee, may issue a written notice of deficiency to CITY. CITY shall have a period of thirty (30) days from receipt of the notice within which to correct the deficiencies. If said deficiencies are not corrected within the time period, COUNTY may, at the sole discretion of its Director, or designee, of the Highway Construction & Engineering Division, proceed with the correction of the deficiencies. All expenses incurred by COUNTY for correcting the deficiencies shall be reimbursed by CITY.

ARTICLE 5
OBLIGATIONS INCURRED BY CITY
AS A RESULT OF BOND PROCEEDS BEING UTILIZED
TO PURCHASE PROPERTY

- 5.1 If the Property is to remain subject after its acquisition to any of the below listed activities or interests, CITY shall provide at least sixty (60) days written notice of any such activity or interest to COUNTY prior to the activity taking place, and shall provide to COUNTY such information with respect thereto as COUNTY reasonably requests in order to evaluate the legal and tax consequences of such activity or interest:
- 5.1.1 Any lease of any interest in the Property to a non-governmental person or organization.
 - 5.1.2 The operation of any concession on the Property to a non-governmental person or organization.
 - 5.1.3 Any sales contract or option to buy things attached to the Property to be severed from the Property with a non-governmental person or organization.
 - 5.1.4 Any use of the Property by non-governmental persons other than in such person's capacity as a member of the general public.
 - 5.1.5 A management contract of the Property with a non-governmental person or organization.
 - 5.1.6 Such other activity or interest as may be specified from time to time in writing by COUNTY to CITY.
- 5.2 CITY agrees and acknowledges that the following transactions, events, and circumstances may not be permitted on the Property as they may have negative legal and tax consequences under Florida Law and federal income tax law. CITY shall provide at least sixty (60) days written notice of any such activity or interest to COUNTY prior to the activity taking place, and shall provide to COUNTY such information with respect thereto as COUNTY reasonably requests in order to evaluate the legal and tax consequences of such activity or interest.
- 5.2.1 A sale of the Property or lease of the Property to a non-governmental person or organization.
 - 5.2.2 The operation of a concession on the Property by a non-governmental person or organization.

- 5.2.3 A sale of things attached to the Property to be severed from the Property to a non-governmental person or organization.
 - 5.2.4 Any change in the character or use of the Property from that use expected at the date of the issuance of any series of Bonds from the disbursement is to be made.
 - 5.2.5 Any use of the Property by non-governmental persons other than in such person's capacity as a member of the general public.
 - 5.2.6 A management contract of the Property with a non-governmental person or organization.
 - 5.2.7 Such other activity or interest as may be specified from time to time in writing by COUNTY to CITY.
- 5.3 Delegations and contractual arrangements between CITY and other governmental bodies, not-for-profit entities, or non-governmental persons for use or management of the Property will in no way relieve CITY of the responsibility to ensure that the conditions imposed herein on the Property as a result of utilizing Bond proceeds to acquire the Property are fully complied with by the contracting party.

ARTICLE 6
IMPROVEMENT, OPERATION,
AND MANAGEMENT RESPONSIBILITIES

- 6.1 COUNTY and CITY agree that CITY shall be solely responsible for the improvement, operation and management of the Property acquired with Bond funds in accordance with the terms of this Interlocal Agreement and the Final Open Space Park Management Plan.
- 6.2 CITY agrees that the Property and all its facilities and amenities will be available to all residents of Broward County for activities set forth within this Agreement and that any entrance, user or other fees or conditions assessed by CITY will be identical for all residents of Broward County.
- 6.3 COUNTY agrees to provide CITY with technical assistance in the implementation of the Final Open Space Park Management Plan for the utilization of the Property, if requested by CITY at no cost to CITY.
- 6.4 CITY agrees to provide access to COUNTY personnel to provide, if COUNTY so desires, the public with nature interpretation programs.

- 6.5 CITY shall be solely responsible to obtain and shall promptly pay all charges for telephone, gas, water, electricity, sewage, garbage removal and any other utility used or consumed at the Property.
- 6.6 COUNTY shall monitor the Property for compliance with the provisions of the Final Open Space Park Management Plan for a period of five (5) years from the date of the mutual acceptance and approval of the Final Open Space Park Management Plan.
- 6.7 CITY shall submit an annual report to the COUNTY indicating all operations, enhancements, and development which occurred on the portion of the Property acquired with Bond proceeds during the previous year for a period of five (5) years.
- 6.8 CITY shall, through its agents and employees, prevent the unauthorized use of the Property or any use thereof not in conformity with the Conceptual and Final Open Space Park Management Plan.
- 6.9 If the CITY and COUNTY are co-recipients of a grant for this project, the CITY and COUNTY shall be jointly responsible, as set forth below, for compliance with all requirements of the grant contract and grant declaration of restrictive covenants.
 - 6.9.1 The COUNTY shall act as key contact for the grant and will provide the CITY with all relevant and fully executed and approved documents specifically associated with the grant, including applications, grant contracts, declarations of restrictive covenants, approved management plans and annual reports.
 - 6.9.2 The COUNTY shall prepare a grant management plan, with input from the CITY, which meets the requirements of the granting agency. A management plan prepared by the CITY according to the requirements of Section 4.2 herein can serve as the basis for the grant management plan, but the grant management plan requirements of this section in no way negate the requirements of Section 4.2.
 - 6.9.3 The CITY, as the Property manager, shall prepare and submit annual grant status reports to the COUNTY, according to the COUNTY's reporting requirements. The COUNTY shall prepare and submit annual grant status reports to the granting agency, according to the granting agency's reporting requirements. If the annual reporting requirements stipulated in this section meet the reporting requirements in Section 6.7 above, a single annual report can be submitted by the CITY to the COUNTY to serve both purposes.

- 6.9.4 The CITY, as Property manager, will be responsible for the management plan implementation and appropriate management and monitoring of the Property.

ARTICLE 7 CONSTRUCTION OF ENHANCEMENTS

- 7.1 CITY is a state agency as defined by Section 768.28, Florida Statutes. CITY shall furnish COUNTY with written verification of liability protection in accordance with state law prior to final execution of this Agreement. Additionally, if CITY elects to purchase any additional liability coverage including excess liability coverage, CITY agrees that Broward County Board of County Commissioners will be included as an additional named insured on the certificate.

In the event CITY chooses to no longer be self-insured under Chapter 440, Florida Statutes, CITY shall give prompt notice to COUNTY and CITY shall provide, pay for and maintain in force Workers' Compensation Insurance for the term of this agreement.

- 7.2 CITY agrees to include the following language in any contract it enters into with selected contractor(s) [said contractor(s) referred to as "CONTRACTOR"] engaged to complete any improvements contemplated by this Interlocal Agreement:

GENERAL INDEMNIFICATION: CONTRACTOR shall indemnify and hold harmless COUNTY and CITY, its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of CONTRACTOR and persons employed or utilized by CONTRACTOR in the performance of this Agreement. Except as specifically provided herein, this Agreement does not require CONTRACTOR to indemnify COUNTY or CITY, its employees, officers, directors, or agents from any liability, damage, loss, claim, action, or proceeding. These indemnifications shall survive the term of this Agreement. In the event that any action or proceeding is brought against COUNTY or CITY by reason of any such claim or demand, CONTRACTOR shall, upon written notice from COUNTY, resist and defend such action or proceeding by counsel satisfactory to COUNTY.

The indemnification provided above shall obligate CONTRACTOR to defend at its own expense to and through appellate, supplemental or bankruptcy proceeding, or to provide for such defense, at COUNTY's and CITY's option, any and all claims of

liability and all suits and actions of every name and description covered by the above provisions which may be brought against COUNTY or CITY whether performed by CONTRACTOR, or persons employed or utilized by CONTRACTOR.

Nothing contained herein is intended nor shall it be construed to waive CITY's and COUNTY's rights and immunities under the common law or Florida Statute 768.28 as amended from time to time.

- 7.3 CITY agrees to include in its agreement with any successful contractor(s) the requirement that the contractor(s) maintain at least the following insurance requirements throughout the term of the Agreement and further agrees to provide to COUNTY, prior to commencement of any improvements at the Property, Certificates of Insurance evidencing the CONTRACTOR's compliance with the requirements of this section:

INSURANCE REQUIREMENTS:

- A. Without limiting any of the other obligations or liabilities of CONTRACTOR, CONTRACTOR shall provide, pay for and maintain in force until all of its work to be performed under this Interlocal Agreement has been completed and accepted by CITY (for such duration as is otherwise specified hereinafter), the insurance coverages set forth herein:
1. Workers' Compensation Insurance to apply for all employees in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws. In addition, the policy(ies) must include:
 - a. Employers' Liability with a limit of One Hundred Thousand Dollars (\$100,000.00) each accident.
 - b. If any operations are to be undertaken on or about navigable waters, coverage must be included for the U.S. Longshoremen and Harbor Workers Act and Jones Act.
 2. Comprehensive General or Commercial Liability with minimum limits of Five Hundred Thousand Dollars (\$500,000.00) per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General or Commercial Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include:

- a. Premises and/or Operations.
 - b. Independent Contractors.
 - c. Products and/or Completed Operations.
 - d. Explosion, Collapse and Underground Coverages.
 - e. Broad Form Property Damage.
 - f. Broad Form Contractual Coverage applicable to this specific Interlocal Agreement, including any hold harmless and/or indemnification agreement.
 - g. Personal Injury Coverage with Employee and Contractual Exclusions removed, with minimum limits of coverage equal to those required for Bodily Injury Liability and Property Damage Liability.
 - h. COUNTY is to be expressly included as an "Additional Insured" in the name of the "Board of County Commissioners of Broward County, Florida" with respect to liability arising out of operations performed for CITY by or on behalf of CONTRACTOR or acts or omissions of COUNTY or CITY.
3. Business Automobile Liability with minimum limits of Three Hundred Thousand Dollars (\$300,000.00) per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include:
- a. Owned Vehicles.
 - b. Hired and Non-Owned Vehicles.
- B. If the initial insurance expires prior to the completion of the work, renewal copies of policies shall be furnished thirty (30) days prior to the date of their expiration.
- C. Notice of Cancellation and/or Restriction - The Certification of Insurance will reflect thirty (30) days prior notice of cancellation and/or restriction to the COUNTY and CITY.

- D. The CONTRACTOR shall furnish to the CITY's Risk Management Department Certificates of Insurance or endorsements evidencing the insurance coverage specified above within fifteen (15) calendar days after notification of award. The required Certificates of Insurance shall name the types of policies provided, refer specifically to this Interlocal Agreement and state that such insurance is as required by this Interlocal Agreement.
 - E. CONTRACTOR shall not commence work under the Interlocal Agreement until after it has obtained all the minimum insurance herein described and the policies of such insurance detailing the provisions of coverage have been received and approved by CITY. CONTRACTOR shall not permit any subcontractor to begin work until after similar minimum insurance to cover the subcontractor has been obtained and approved.
- 7.4 CITY agrees that prior to commencement of any construction at the Property, CITY through its contractor(s), shall deliver or cause to be delivered to COUNTY one or more Payment and Performance Bond(s) ("Bond") for the Project naming COUNTY and CITY as dual obligees in said Bond; which Bond shall be in an amount at least equal to one hundred percent (100%) of the contract price.
- 7.5 CITY shall ensure that all warranties and guarantees for any construction, workmanship and/or materials and equipment constructed, installed and/or affixed on the Property, shall run to both CITY and COUNTY.

ARTICLE 8 DEFAULT AND REMEDIES

- 8.1 COUNTY shall have the right at any time to inspect the Property described herein in order to determine compliance with this Interlocal Agreement. In the event that CITY is engaging in or allowing others to engage in Disallowable Activities on the Property, CITY agrees to immediately cease or cause the cessation of the Disallowable Activity upon receipt of written notice from the COUNTY. In the event that either party fails to keep and perform any essential term or condition of this Interlocal Agreement, the other party shall provide written notice requiring the satisfactory and immediate correction of that failure within ninety (90) days. If the failure is not remedied within said ninety (90) days to the satisfaction of the other party, this occurrence shall be deemed to be an event of default.
- 8.2 Both parties acknowledge and agree that, in the event that the CITY fails to materially comply with the covenants and restrictions as are sufficient to ensure that the use of the Property at all times complies with the Bond Restrictions set forth within the Declaration of Restrictive Covenants and/or Conservation

Easement, such failure shall be deemed a default and if CITY fails to remedy the default within the time frame set forth above, CITY shall transfer fee simple title of the Property to the COUNTY within sixty (60) days of the date of the COUNTY requests transfer of the Property. If CITY obtained a grant from an agency of the State of Florida for any portion of the moneys required for the acquisition of the Property or reimbursement of moneys used to acquire the Property and the State of Florida has also declared CITY to be in default, the provisions of the agreement entered into between CITY and the State of Florida shall prevail. If the CITY fails to remedy the default within the time frame set forth within the agreement with the State of Florida and the State of Florida requires the transfer of fee simple title to the State of Florida, CITY shall refund COUNTY's monetary contribution plus six percent (6%) interest per annum to the COUNTY within sixty days of the date the Property is transferred to the State of Florida.

- 8.3 If CITY provided a bond or letter of credit, both parties acknowledge and agree that, in the event that the CITY fails to materially comply with the obligations set forth within the Conceptual or Final Open Space Park Management Plan, such failure shall be deemed a default and if CITY fails to remedy the default within the time frame set forth above, COUNTY shall draw on the bond or the letter of credit. If the COUNTY draws against the bond or letter of credit, CITY agrees that COUNTY shall have the authority to perform such obligations utilizing the funds obtained from the bond or letter of credit.
- 8.4 If CITY provided a resolution indicating that the obligations set forth in the Open Space Park Management Plan will be included within the CITY's 5 Year Capital Improvements Program, both parties acknowledge and agree that, in the event that the CITY fails to materially comply with the obligations set forth within the Conceptual or Final Open Space Park Management Plan, such failure shall be deemed a default and if CITY fails to remedy the default within the time frame set forth above, CITY shall transfer fee simple title of the Property to the COUNTY within sixty (60) days of the date of the COUNTY requests transfer of the Property.
- 8.5 In the event of any default or breach of any of the terms of this Interlocal Agreement, it is specifically acknowledged and agreed that either party shall, in addition to all other remedies which may be available in law or equity, have the right to enforce this Interlocal Agreement by specific performance, injunctive relief, prohibition, or mandamus to compel the other party to abide by the terms of this Interlocal Agreement.

ARTICLE 9 INDEMNIFICATION

CITY is a state agency as defined in Section 768.28, Florida Statutes, and COUNTY is a political subdivision of the State of Florida. Each agrees to be fully responsible for

acts and omissions of their elected officials, agents or employees to the extent permitted by law. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable. Nothing herein shall be construed as consent by a state agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of this Agreement or any other contract.

ARTICLE 10 MISCELLANEOUS

- 10.1 Joint Preparation: The preparation of this Interlocal Agreement has been a joint effort of the parties hereto and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.
- 10.2 Entire Agreement and Modification: This Interlocal Agreement incorporates, supersedes and includes all prior negotiations, correspondence, conversations, agreements or understanding applicable to the matter contained herein. It is further agreed that no change, alteration or modification in the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.
- 10.3 Records: In accordance with the Public Records Law, CITY agrees to permit COUNTY to examine all records and grants COUNTY the right to audit any books, documents and papers that were generated during the course of administration of the Property. CITY shall maintain the records, books, documents and papers associated with this Interlocal Agreement for at least three (3) years following execution of this Interlocal Agreement.
- 10.4 Contract Administrator: The Contract Administrators for this Interlocal Agreement are the Biological Resources Division Director or designee for COUNTY for the Bond acquired property, and the Director or designee of the Highway Construction & Engineering Division, for COUNTY for the Water Retention Area, and CITY Manager or designee for CITY. In the administration of this Interlocal Agreement, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the respective Contract Administrators.
- 10.5 Recordation/Filing: This Agreement shall be recorded in the public records of Broward County, in accordance with the Florida Interlocal Cooperation Act of 1969.
- 10.6 Notices: Whenever either party desires to give notice unto the other, such notice must be in writing, sent by certified United States mail, return receipt requested, addressed to the party for whom it is intended at the place last specified; and the

place for giving of notice shall remain such until it shall have been 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 of notice:

FOR COUNTY:

Director
Broward County Biological Resources Division
115 South Andrews Avenue, Room A-240
Fort Lauderdale, Florida 33301

Director
Broward County Highway Construction & Engineering Division
One University Drive, Suite 300B
Plantation, Florida 33324

FOR CITY:

City Manager
City of Cooper City
PO Box 290910
Cooper City, Florida 33329-0910

- 10.7 Choice of Law; Waiver of Jury Trial: Any controversies or legal problems arising out of this transaction 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. To encourage prompt and equitable resolution of any litigation that may arise hereunder, each party hereby waives any rights it may have to a trial by jury of any such litigation.
- 10.8 Conflict: In the event that this Interlocal Agreement conflicts with any other agreement or document pertaining to permissible uses of the Property, CITY and COUNTY agree that the terms and conditions contained in this Interlocal Agreement shall prevail.
- 10.9 Counterpart Originals: The parties agree that this Agreement may be executed in counterparts, and that collectively the counterparts shall be considered an original agreement and shall be deemed legally sufficient and binding upon the parties.

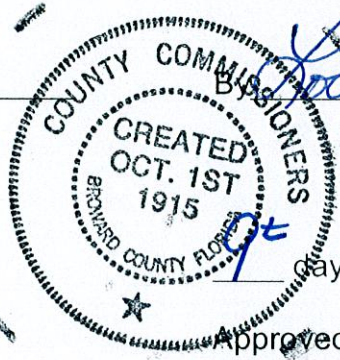
IN WITNESS WHEREOF, the parties have made and executed this Interlocal Agreement on the respective dates under each signature: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the 9th day of September, 2008, and CITY OF COOPER CITY, signing by and through its Mayor, duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, through its
BOARD OF COUNTY COMMISSIONERS

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



[Signature]
Mayor

Day of September, 2008.

Approved as to Insurance
Requirements

By [Signature]
day of August, 2008

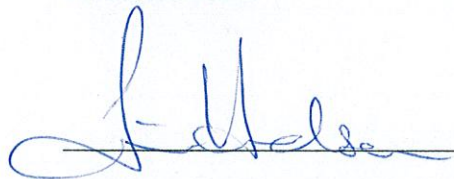
Approved as to form by
Office of County Attorney
Broward County, Florida
JEFFREY J. NEWTON, County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-6968

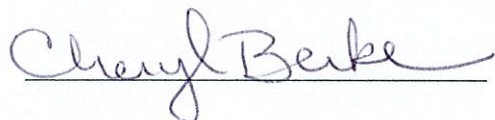
By [Signature] 7/28/08
Deputy County Attorney

INTERLOCAL AGREEMENT FOR THE ACQUISITION, IMPROVEMENT,
ENHANCEMENT, OPERATION AND MANAGEMENT OF OPEN SPACE SITE OS- 137
AND PALM AVENUE WATER RETENTION AREA

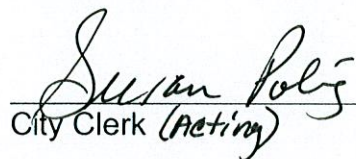
CITY

WITNESSES:





ATTEST:


City Clerk (Acting)

CITY OF COOPER CITY

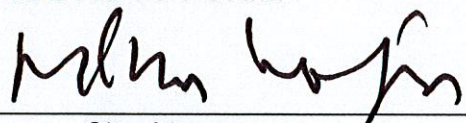
By 
Mayor-Commissioner

15th day of July, 2008.

By 
City Manager

17th day of July, 2008.

APPROVED AS TO FORM:

By 
City Attorney

**EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY**

THE WEST 2/3 OF TRACT 12, LESS AND EXCEPT THE NORTH 375 FEET AND ALSO LESS THE SOUTH 510 FEET THEREOF, AND LESS AND EXCEPT ALSO THAT PORTION LYING WITHIN 50 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SECTION 32, TOWNSHIP 50 SOUTH, RANGE 41 EAST, ACCORDING TO THE PLAT OF NEWMANS SURVEY RECORDED IN PLAT BOOK 2, PAGE 26 OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, AS RECORDED IN O.R.B. 23603, PAGE 198, B.C.R.

LESS THE EAST 2 ACRES THEREOF, AS RECORDED IN O.R.B. 34603, PAGE 324, B.C.R.;

AND LESS THE EAST 15 FEET OF THE REMAINDER OF THE WEST 2/3 OF TRACT 12 DESCRIBED ABOVE;

AND ALSO LESS THAT PORTION LYING WITHIN 66 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID SECTION 32, AS SHOWN ON THE MAINTENANCE MAP FILED IN MISCELLANEOUS MAP BOOK 4, PAGE 30, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA;

SAID LANDS SITUATE, LYING AND BEING IN COOPER CITY, BROWARD COUNTY, FLORIDA, AND CONTAINING 260,505 SQUARE FEET (5.98 ACRES) MORE OR LESS.

FOLIO NUMBER FOR THE PROPERTY IS 5041-32-01-0050.

EXHIBIT B
CONCEPTUAL OPEN SPACE PARK MANAGEMENT PLAN

EXHIBIT "B"

CONCEPTUAL PARK MANAGEMENT PLAN

Between

BROWARD COUNTY

and

CITY OF COOPER CITY

for

IMPROVEMENT, ENHANCEMENT, OPERATION, MANAGEMENT

BY THE CITY OF COOPER CITY

OF THE OPEN SPACE SITE REFERRED TO AS

(OS-137) MUMFORD PROPERTY

AS DESIGNATED IN THE BROWARD COUNTY

LAND PRESERVATION INVENTORY

Updated: June 16, 2008

I INTRODUCTION

The Mumford Property, Open Space Site #OS-137, is a 6 acre property located at 9090 SW 50th Place in the City of Cooper City. This site will be a joint acquisition between the Safe Parks and Land Preservation Bond Program and the County Engineering Division. When completed, the site will consist of a two acre-retention pond associated with the widening of the adjacent Palm Avenue and a four-acre passive park. The project site currently includes a plant nursery, an office and storage buildings, and open field.

This management plan shall ensure that the goals and objectives of Broward County Resolution 2000-1230 are satisfied and provide 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."

II PURPOSE OF THE PROJECT

The primary goal of the Land Preservation Program is to ensure the preservation and/or creation of ecologically valuable lands while expanding the passive recreation opportunities for the residents of Broward County. This project shall incorporate these values in the planning, implementation, maintenance and operation of the site.

The project consists of the removal of the structures and nursery plants, and creation of the retention pond by the County through the road construction project. The City will receive title to the site upon completion of the retention pond and associated drainage structures, and will develop the sites for passive recreational purposes.

III SITE DEVELOPMENT

The City shall provide the following improvements:

- Walking/Jogging or Nature trails
- Picnic areas
- An interpretive kiosk
- A tot lot
- Native landscaping

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 this project, the area comprised of impervious surfaces and/or dedicated to active recreation shall not exceed thirty percent (30%) of the total project area, excluding park access infrastructures such as parking areas, entranceways and restroom facilities.

IV KEY MANAGEMENT ACTIVITIES

Exotic Vegetation

The City, as manager of the site, shall be responsible for the removal of all invasive exotic vegetation and the prevention of future growth and spread of such vegetation. Once the site has been developed, the City shall ensure that invasive exotic vegetation does not reestablish within the park.

Native Vegetation

Existing native vegetation shall be preserved and incorporated into the park landscape design. The City shall landscape at least thirty percent (30%) of the site with native species and maintain such species in a manner which ensures their viability. Xeriscape design shall be used where appropriate. The location of this landscaping shall be determined by the City and depicted in the final Park Management Plan, which shall contain a list of the native species anticipated to be used in landscaping and a map of the landscaped portions of the site.

NatureScape Broward Principles

The *NatureScape Broward* program focuses on nine (9) principles for "Florida Friendly" landscapes. City shall incorporate all applicable principles into park development and note such actions in the Final Park Management Plan.

City shall apply for either a *Backyard Wildlife Habitat* certification through the National Wildlife Federation or the *Florida Yards & Neighborhoods* certification through the University of Florida IFAS Extension within three (3) months of opening the site to the public.

For more information regarding the implementation of NatureScape practices to your project please contact 954-519-0317.

Illegal Dumping

Prior to site development, the City shall ensure that illegal dumping of waste does not occur on the site and if such activity does occur, it is the City's responsibility to remove and properly dispose of such items. If hazardous materials are discovered on the site, the City shall immediately notify the Broward County Environmental Protection and Growth

Management Department (EPGMD).

Archaeological Features

Prior to commencement of any proposed development activities, measures shall be taken to determine the presence of archaeological sites.

Public Access

Once the site has been fully developed, the City shall allow public access to the site during hours of operation determined by the City.

Signage

The City shall install a temporary sign, at the City's expense, the design and schematics of which shall be provided by the County, in a highly visible area of the project site recognizing the efforts of the Broward County Board of County Commissioners and funding through the Safe Parks and Land Preservation Bond.

Upon completion of the project, the City shall construct and install a permanent sign, at the City's expense, in accordance with the aforementioned standards.

V PRIORITY SCHEDULE

Within three (3) months of the transfer of title from the County to the City, the City shall perform the necessary site maintenance (i.e. mowing) to prevent the growth and spread of exotic vegetation. This task shall be performed a minimum of four (4) times per year, or as deemed necessary by the County, until the project is fully developed.

Within six (6) months of the transfer of title from the County to the City, the City shall install the temporary sign.

Within eighteen (18) months of the transfer of title from the County to the City, the City shall remove any existing waste from the site. The City shall ensure that future illegal dumping of waste does not occur on the site through a monitoring and security program. If such activity does occur, the City shall be responsible for removing and properly disposing of such waste.

Within two (2) years of the transfer of title from the County to the City, the City shall 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 site, removing invasive exotic plant species and landscaping with native species, developing park infrastructures, removing existing waste and establishing a timeline to provide public access. These elements shall be completed on a schedule outlined in the final Park Management Plan.

VI MONITORING

The County shall monitor the site for compliance with the provisions of the final Park Management Plan for the period of five (5) years from the date of the mutual acceptance of and approval of the final Park Management Plan. The City shall allow County staff access onto the property during these visits.