

This instrument prepared by:

Dawn M. Meyers
350 East Las Olas Boulevard, Suite 1000
Fort Lauderdale, FL 33301
Telephone: 954-712-5147
Facsimile: 954-523-2872

DECLARATION OF RESTRICTIVE COVENANT

THIS DECLARATION OF RESTRICTIVE COVENANT (hereinafter "Declaration") is made this ____ day of _____, 2017, by CITY OF FORT LAUDERDALE, a municipal corporation of the State of Florida (hereinafter "GRANTOR") and the Broward County Environmental Protection and Growth Management Department (hereinafter "BROWARD COUNTY") by and through the Pollution Prevention Division (hereinafter "PPD").

RECITALS

- A. GRANTOR is the fee simple owner of that certain real property situated in the County of Broward, State of Florida, more particularly described in Exhibit "A" attached hereto and made a part hereof (hereinafter the "Restricted Property").
- B. BROWARD COUNTY Facility Identification Number for the Restricted Property is Broward County Environmental Assessment and Remediation (EAR) License #1157. The facility name at the time of this Declaration is Park Parcel Former American Golf Course. This Declaration addresses the discharge that was reported to the BROWARD COUNTY on March 26, 2013.
- C. The American Golf Course was improved from vacant land in approximately 1956. The golf course was abandoned in October 2005 following Hurricane Wilma. Based on the historical use of agrochemicals, including arsenic-based herbicides and chlorinated pesticides, in the golf course operations, residual agrochemicals were found in the soil and groundwater at the Restricted Property. The discharge of arsenic and dieldrin on the Restricted Property is documented in the following reports that are incorporated by reference:
1. Site Assessment Report / Remedial Action Plan dated February 2014, submitted by URS Corporation;
 2. Site Assessment Report Addendum / Remedial Action Plan Addendum dated April 2014, submitted by URS Corporation;
 3. Park Parcel Remedial Action Implementation Report dated January 2015, submitted by URS Corporation;

4. Groundwater Quality Monitoring Plan dated January 2015, submitted by URS Corporation; and
5. Supplemental Site Assessment Report dated September 16, 2016, submitted by URS Corporation.

D. The reports noted in Recital C set forth the nature and extent of the contamination described in Recital C that is located on the Restricted Property. These reports confirm that contaminated groundwater as defined by Chapter 62-780, Florida Administrative Code (F.A.C.), exists on the Restricted Property. This declaration imposes restrictions on the use of groundwater. Groundwater should not be utilized. Groundwater monitoring is ongoing. It is unknown at this time whether a long-term restriction on the use of the groundwater will be required.

E. It is the intent of the restrictions in this Declaration to reduce or eliminate the risk of exposure of users or occupants of the Restricted Property and the environment to the contaminants and to reduce or eliminate the threat of migration of the contaminants.

F. GRANTOR's predecessor in title (Coral Ridge Golf Course, Inc.) previously recorded a Declaration of Interim Restrictive Covenant dated December 14, 2015 as Instrument #113404920 (the "Interim Declaration"). PPD issued a No Further Action with Controls approval letter on September 28, 2016. It is the intention of GRANTOR and PPD that this Declaration supersede the Interim Declaration. If cleanup target levels are later met, then GRANTOR and PPD, or their successors and assigns, may agree in writing to amend or remove this Declaration.

G. GRANTOR deems it desirable and in the best interest of all present and future owners of the Restricted Property that the Restricted Property be held subject to certain restrictions and institutional controls, all of which are more particularly hereinafter set forth.

NOW, THEREFORE, to induce PPD to issue the Order and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the undersigned parties, GRANTOR agrees as follows

1. The foregoing recitals are true and correct and are incorporated herein by reference.
2. GRANTOR hereby imposes on the Restricted Property the following restrictions:

GROUNDWATER USE RESTRICTIONS.

a. There shall be no use of the groundwater under the Restricted Property. There shall be no drilling for water conducted on the Restricted Property, nor shall any wells be installed on the Restricted Property other than monitoring wells pre-approved in writing by PPD in addition to any authorizations required by the South Florida Water Management District (SFWMD) and the Florida Department of Environmental Protection Water Resource Management Division (WRMD).

b. For any dewatering activities on the Restricted Property a plan approved by PPD

must be in place to address and ensure the appropriate handling, treatment and disposal of any extracted groundwater that may be contaminated.

c. The Restricted Property contains no existing stormwater swales, stormwater detention or retention facilities, or ditches. There shall be no construction of new stormwater swales, stormwater detention or retention facilities or ditches on the Restricted Property without prior written approval from BROWARD COUNTY in addition to any authorizations required by SFWMD and WRMD. A revised exhibit must be recorded when any stormwater feature is altered, modified, expanded, or constructed.

3. In the remaining paragraphs, all references to “GRANTOR” and “BROWARD COUNTY” shall also mean and refer to their respective successors and assigns.

4. For the purpose of monitoring the restrictions contained herein, BROWARD COUNTY is hereby granted a right of entry upon and access to the Restricted Property at reasonable times and with reasonable notice to GRANTOR. Access to the Restricted Property is granted by an adjacent public right of way.

5. It is the intention of GRANTOR that this Declaration shall touch and concern the Restricted Property, run with the land and with the title to the Restricted Property, and shall apply to and be binding upon and inure to the benefit of GRANTOR and BROWARD COUNTY, and to any and all parties hereafter having any right, title or interest in the Restricted Property or any part thereof. BROWARD COUNTY may enforce the terms and conditions of this Declaration by injunctive relief and other appropriate available legal remedies. Any forbearance on behalf of BROWARD COUNTY to exercise its right in the event of the failure of GRANTOR to comply with the provisions of this Declaration shall not be deemed or construed to be a waiver of BROWARD COUNTY’s rights hereunder. This Declaration shall continue in perpetuity, unless otherwise modified in writing by GRANTOR and BROWARD COUNTY as provided in paragraph 7 hereof. These restrictions may also be enforced in a court of competent jurisdiction by any other person, firm, corporation, or governmental agency that is substantially benefited by these restrictions. If GRANTOR does not or will not be able to comply with any or all of the provisions of this Declaration, GRANTOR shall notify BROWARD COUNTY in writing within three (3) calendar days. Additionally, GRANTOR shall notify FDEP thirty (30) days prior to any conveyance or sale, granting or transferring the Restricted Property or portion thereof, to any heirs, successors, assigns or grantees, including, without limitation, the conveyance of any security interest in said Restricted Property.

6. In order to ensure the perpetual nature of this Declaration, GRANTOR shall reference these restrictions in any subsequent lease or deed of conveyance, including the recording book and page of record of this Declaration.

7. This Declaration is binding until a release of covenant is executed by PPD Director (or designee) and is recorded in the public records of the county in which the land is located. To receive prior approval from the PPD to remove any requirement herein, cleanup target levels established pursuant to Florida Statutes, Florida Department of

Environmental Protection rules, and the Broward County Code of Ordinances must be achieved. This Declaration may be modified in writing only. Any subsequent amendments must be executed by both GRANTOR and BROWARD COUNTY and be recorded by GRANTOR as an amendment hereto.

8. If any provision of this Declaration is held to be invalid by any court of competent jurisdiction, the invalidity of that provision shall not affect the validity of any other provisions of the Declaration. All such other provisions shall continue unimpaired in full force and effect.

9. GRANTOR covenants and represents that on the date of execution of this Declaration that GRANTOR is seized of the Property in fee simple and has good right to create, establish, and impose this restrictive covenant on the use of the Property. GRANTOR also covenants and warrants that the Property is free and clear of any and all liens, mortgages, or encumbrances that could impair GRANTOR'S rights to impose the restrictive covenant described in this Declaration.

[Remainder of Page Intentionally Left Blank]
Signature pages to Follow]

IN WITNESS WHEREOF, THE CITY OF FORT LAUDERDALE has executed this instrument, this _____ day of _____, 2017.

WITNESSES:

CITY OF FORT LAUDERDALE, a municipal corporation of the State of Florida:

Witness Print Name

By _____
JOHN P. "JACK" SEILER, Mayor

Witness Print Name

By _____
LEE R. FELDMAN, City Manager

(CORPORATE SEAL)

ATTEST:

JEFFREY A. MODARELLI, City Clerk

Approved as to form:
CYNTHIA A. EVERETT, City Attorney

By: _____
GUSTAVO CEBALLOS,
Assistant City Attorney

STATE OF FLORIDA:

COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this _____, 2017, by JOHN P. "JACK" SEILER, Mayor of the City of Fort Lauderdale, a municipal corporation of Florida. He is personally known to me and did not take an oath.

(NOTARY SEAL)

Notary Public, State of Florida
(Signature of Notary taking Acknowledgment)

Name of Notary Typed,
Printed or Stamped

My Commission Expires:

Commission Number

STATE OF FLORIDA:

COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this _____, 2017, by LEE R. FELDMAN, City Manager of the City of Fort Lauderdale, a municipal corporation of Florida. He is personally known to me and did not take an oath.

(NOTARY SEAL)

Notary Public, State of Florida
(Signature of Notary taking Acknowledgment)

Name of Notary Typed,
Printed or Stamped

My Commission Expires:

Commission Number

IN WITNESS WHEREOF, BROWARD COUNTY, by and through its Environmental Protection & Growth Management Department, has executed this instrument to acknowledge its consent thereto this ____ day of _____, 2017.

Signed, sealed and delivered in the presence of:

Broward County, by and through its Environmental Protection & Growth Management Department

Witness:

By: _____

Name: Jeffrey D. Halsey, Director
Pollution Prevention Division

Print Name: _____

Date _____

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

Witness:

Print Name: _____

Date _____

By: _____

Michael C. Owens
Senior Assistant County Attorney
Date _____

STATE OF _____)

) ss.

COUNTY OF _____)

The foregoing instrument was acknowledged before me, this ___ day of _____, 2017, by _____ as representative for the Broward County Environmental Protection and Growth Management Department

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____

Signature of Notary Public

Commission No.: _____

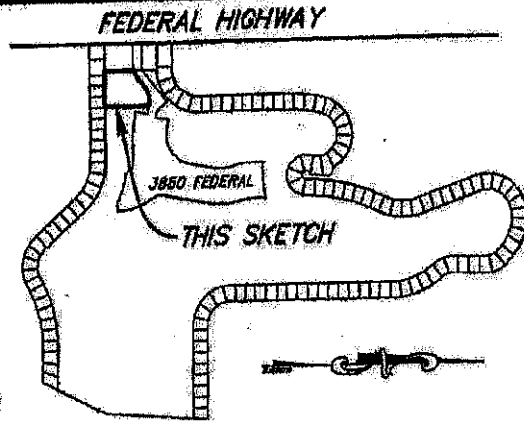
Commission Expires: _____



McLAUGHLIN ENGINEERING COMPANY
LB#285

ENGINEERING * SURVEYING * PLATTING * LAND PLANNING
 400 N.E. 3rd AVENUE FORT LAUDERDALE, FLORIDA
 33301 PHONE (954) 783-7611 * FAX (954) 783-7615

SKETCH AND DESCRIPTION
PARK PARCEL
CORAL RIDGE COUNTRY CLUB
SHEET 1 OF 2 SHEETS



SITE LAYOUT
NOT TO SCALE

LEGAL DESCRIPTION:

A portion of the North one-half (N 1/2) of Section 24, Township 49 South, 42 East, Broward County, Florida, more fully described as follows:

Beginning at the Southeast corner of Parcel "B", CORAL RIDGE COUNTRY CLUB ADDITION NO. 1, according to the plat thereof, as recorded in Plat Book 40, Page 18, of the public records of Broward County, Florida; thence North 01°52'47" West, on the East line of said Parcel "B", a distance of 336.82 feet to a point on a curve; thence Northeasterly on said curve to the left, whose radius point bears North 18°33'53" West, with a radius of 300.00 feet, a central angle of 21°36'19", an arc distance of 113.12 feet to a point of tangency; thence North 49°49'48" East, a distance of 125.41 feet to a point of curve; thence Easterly on said curve to the right, with a radius of 200.00 feet, a central angle of 46°53'33", an arc distance of 163.69 feet to a point of tangency; thence South 83°16'39" East, a distance of 39.42 feet; thence South 01°52'47" East, a distance of 501.56 feet; thence South 88°09'25" West, on the North line of Block "G", CORAL RIDGE COUNTRY CLUB SUBDIVISION, according to the plat thereof, as recorded in Plat Book 36, Page 30, of the public records of Broward County, Florida; a distance of 391.01 feet to the Point of Beginning.

Said lands situate, lying and being in the City of Fort Lauderdale, Broward County, Florida and containing 174,240 square feet or 4.0000 acres more or less.

CERTIFICATION

Certified Correct. Dated at Fort Lauderdale, Florida this 31st day of January, 2014. State Plane Coordinates and Wells added this 20th day of July, 2015.

NOTES

- 1) This sketch reflects all easements and rights-of-way as shown on above referenced record plat(s). The subject property was not abstracted for other easements, road reservations or rights-of-way of record by McLaughlin Engineering Company.
- 2) Legal description prepared by McLaughlin Engineering Co.
- 3) This drawing is not valid unless sealed with an embossed surveyors seal.
- 4) THIS IS NOT A BOUNDARY SURVEY.
- 5) Bearings shown assume the North line of said Block "G", as South 88°09'25" West

McLAUGHLIN ENGINEERING COMPANY

SCOTT A. McLAUGHLIN
 Professional Surveyor and Mapper No. 5842
 State of Florida.

FIELD BOOK NO. _____

DRAWN BY: JMMf

JOB ORDER NO. U-8030, U-8850, V-0531

CHECKED BY: SAM

REF. DWG.: 13-3-019

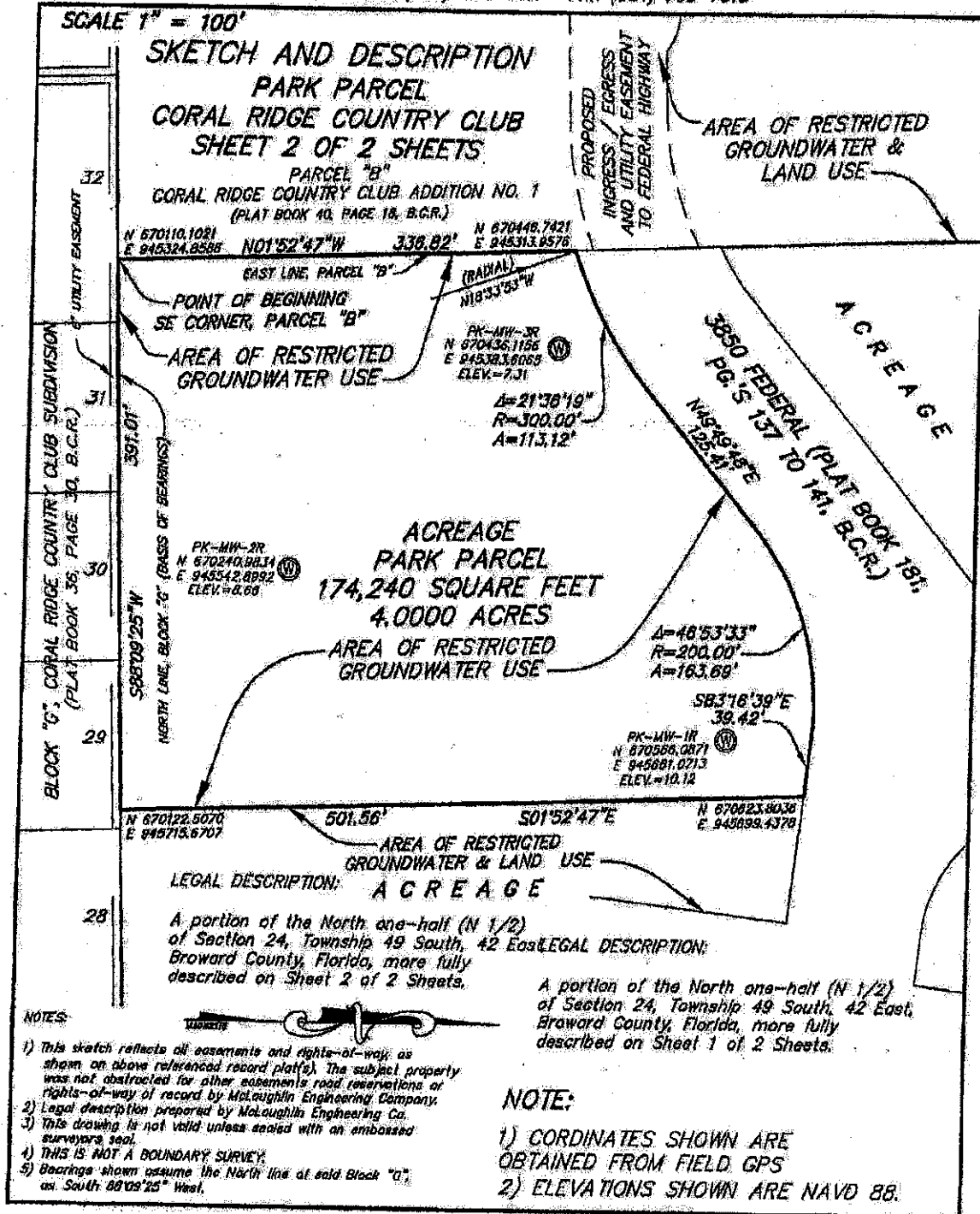
C: \JMMf\2015\V0531(GPS)

EXHIBIT A



McLAUGHLIN ENGINEERING COMPANY
LB#285

ENGINEERING * SURVEYING * PLATTING * LAND PLANNING
 400 N.E. 3rd AVENUE FORT LAUDERDALE, FLORIDA
 33301 PHONE (954) 763-7611 * FAX (954) 763-7815



FIELD BOOK NO. _____

DRAWN BY: JMM/f

JOB ORDER NO. U-8030, U-8850, V-0531

CHECKED BY: SAM

REF. DWG.: 13-3-019

C: \JMM\2014\U8850(PLAT-SKETCHES)