

DOCUMENT ROUTING FORM

13 ✓ 7/24/13

NAME OF DOCUMENT: AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF FORT LAUDERDALE FOR MILLS POND PARK ENHANCEMENT PHASE I THROUGH THE BROWARD COUNTY LAND STEWARDSHIP PROGRAM

Approved Comm. Mtg. on July 2, 2013 CAM# 13-0863

ITEM: M - 10 PH - O - CR R *processed original*

Routing Origin: CAO ENG. COMM. DEV. OTHER _____

Also attached: copy of CAR copy of document ACM Form # _____ originals

By: _____ forwarded to: _____
Initials

1.) Approved as to Content: [Signature]
Department Director

Capital improvements defined as having a life of at least 10 years and a cost of at least \$50,000 and shall mean improvements to real property (land, buildings, fixtures) that add value and/or extend useful life, inc. major repairs such as roof replacement, etc. Term "Real Property" include: land, real estate, realty, real.

Please Check the proper box: CIP FUNDED YES NO
Capital Improvement Projects

2.) Approved as to Funds Available: by [Signature] Date: 7-5-13
Finance Director

Amount Required by Contract/Agreement \$ 50,000 Funding Source: grant.
Dept./Div. Parks & Rec Index/Sub-object 6 MILLS 13 Project # 3237

3.) City Attorney's Office: Approved as to Form:# _____ Originals to City Mgr. By: _____

Harry A. Stewart _____ Cole Copertino _____ Robert B. Dunckel _____
Ginger Wald _____ D'Wayne Spence _____ Paul G. Bangel _____
Carrie Sarver _____ DJ Williams-Persad [Signature] _____

4.) Approved as to content: Assistant City Manager:
By: _____ By: _____
Stanley Hawthorne, Assistant City Manager Susanne Torriente, Assistant City Manager

- 5.) City Manager: Please sign as indicated and forward originals to Mayor.
- 6.) Mayor: Please sign as indicated and forward originals to Clerk.
- 7.) To City Clerk for attestation and City seal.

INSTRUCTIONS TO CLERK'S OFFICE

8.) City Clerk: forwards all original of documents to: Lori Dimeolo, Parks & Rec
 Original Route form to Glynis Burney

7/23

AGREEMENT

Between

BROWARD COUNTY

and

CITY OF FORT LAUDERDALE

for

MILLS POND PARK ENHANCEMENT PHASE II

through the

BROWARD COUNTY LAND STEWARDSHIP PROGRAM

INSTR # 111712150
OR BK 50043 Pages 636 - 672
RECORDED 08/02/13 07:37:13 AM
BROWARD COUNTY COMMISSION
DEPUTY CLERK 1016
#3, 37 Pages

CITY CLERK

2013 AUG 15 PM 6:17

This 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 FORT LAUDERDALE a municipal corporation of the state of Florida, hereinafter referred to as "CITY",

WHEREAS, pursuant to the COUNTY's Land Stewardship Program ("Grant Program"), funding from the 2000 Broward County Safe Parks and Land Preservation Bond Issue has been made available for the ecological restoration of publicly-owned natural lands and sustainable development of passive recreation parks in an expeditious manner; and

WHEREAS, the Broward County Board of County Commissioners ("Board") has determined that these expenditures serve a COUNTY purpose and are authorized by the 2000 Broward County Safe Parks and Land Preservation Bond Program; and

WHEREAS, CITY has been awarded funding under the Grant Program for **Mills Pond Park Enhancement Phase II**; and

WHEREAS, the COUNTY consents to provide for the dissemination of Grant Program funds to CITY for reimbursement of activities consistent with the Program;

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

Approved BCC 5/7/13, #32
Submitted By EPGMD - NRPMI
RETURN TO DOCUMENT CONTROL

7-2-13
M-11
n/c
37
37

ARTICLE 1
SCOPE OF SERVICES

- 1.1 CITY shall perform all services identified in this Agreement in accordance with the Grant Program Guidelines attached hereto as Exhibit "A", the Grant Project Description and schedule (hereinafter referred to as "Project") attached hereto as Exhibit "B", Grant Project Cost/Budget attached hereto as Exhibit "C," and evidence of Project site ownership or lease attached hereto as Exhibit "D". The parties agree that the Project Description is a description of CITY's obligations and responsibilities and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipments, and tasks, which are such an inseparable part of the work described, that exclusion would render performance by CITY impractical, illogical, or unconscionable.
- 1.2 The COUNTY's Grant Program Administrator may approve changes to the Scope of Services, Project description, unit of services, and changes within the categories of expenditures listed in Exhibits "A, B, C", provided that the total grant dollars awarded to CITY remains unchanged. The COUNTY's Grant Program Administrator may also approve changes to the Project Description if the revisions are consistent with the grant application and the Grant Program guidelines, and the revisions do not diminish the quantity or quality of services to be provided.
- 1.3 For Projects where the site was not acquired utilizing 2000 Broward County Safe Parks and Land Preservation Bond funds, CITY agrees to execute a Declaration of Restrictive Covenants, in a form acceptable to the County Attorney's Office, ensuring that the Project, when completed, shall be utilized for public recreational purposes for a minimum of twenty-five (25) years. The Declaration shall be recorded in the Official Records for Broward County, Florida, pursuant to Section 28.222, Florida Statutes. CITY further agrees to return to COUNTY all funds tendered for the Project in the event the Project becomes utilized during this period for other than the public recreational purposes of the Project.

ARTICLE 2
TERM AND TIME OF PERFORMANCE

- 2.1 The term of this Agreement shall begin on the date Agreement is fully executed by both parties and shall end one (1) year after. CITY may request an extension of up to eighteen (18) months for completion of the Project, subject to approval by COUNTY Administrator. Any extension request shall be in writing and delivered to the Grant Program Administrator at least sixty (60) days prior to the end of the original term.
- 2.2 CITY agrees that it will comply with the construction time table included in Exhibit "B," attached hereto, excepting bona fide force majeure delays.

ARTICLE 3
COMPENSATION

- 3.1 COUNTY agrees to pay CITY, in the manner specified in Section 3.3, the total amount of (not to exceed) **Twenty Five Thousand Dollars (\$25,000)** for Project pursuant to this Agreement. It is acknowledged and agreed by CITY that this amount is the maximum payable and constitutes a limitation upon COUNTY's obligation to compensate CITY for services and expenses related to this Agreement. This maximum amount, however, does not constitute a limitation, of any sort, upon CITY's obligation to perform all items of work required by or which can be reasonably inferred for the Project from the Grant Project Description.
- 3.2 The Grant Program Administrator is responsible for ensuring performance of the terms and conditions of this Agreement and shall approve all requests from CITY for payment prior to payment. CITY shall furnish to the Grant Program Administrator a copy of the Project's construction contract(s) at least thirty (30) days prior to any reimbursement from the COUNTY.
- 3.3 METHOD OF BILLING AND PAYMENT
- 3.3.1 Upon completion of the Project and approval by the COUNTY, CITY may submit an invoice(s) for reimbursement in the funding amount set forth herein. The invoice should be received by the Grant Program Administrator's office no later than sixty (60) days after this Agreement expires. Invoices shall designate the nature of the services performed and the expenses incurred.
- 3.3.2 Documentation as required in Exhibit "A" must accompany any request for payment. Invoices shall be certified by CITY's authorized official.
- 3.3.3 COUNTY shall pay CITY within thirty (30) calendar days of receipt of CITY's proper invoice, as required by the "Broward County Prompt Payment Ordinance" (Broward County Ordinance No. 89-49, as may be amended from time to time). To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and must be submitted on the form and pursuant to instructions prescribed by COUNTY. Payment may be withheld for failure of CITY to comply with a term, condition, or requirement of this Agreement.
- 3.4 Notwithstanding any provision of this Agreement to the contrary, COUNTY may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work which has not been remedied or resolved in a manner satisfactory to the Grant Program Administrator. The amount withheld shall not be subject to payment of interest by COUNTY.

3.5 If it becomes necessary for COUNTY to demand a refund of any or all funds paid to CITY pursuant to this Agreement, CITY agrees to remit said funds to COUNTY within sixty (60) days after notification. If not returned within sixty-(60) days, CITY agrees that any further CITY requests for funding, as to this or any other program under COUNTY's administration, may be denied until the funds have been returned.

3.6 Payment shall be made to CITY at:

City Manager
City of Fort Lauderdale
100 North Andrews Avenue
Fort Lauderdale, FL 33301

ARTICLE 4 LIABILITY

CITY is a municipal corporation existing under the laws of the state of Florida, as defined in Section 768.28, Florida Statutes, and is fully responsible for acts and omissions of its agents, contractors, 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 5 INSURANCE

CITY is a municipal corporation existing under the laws of the state of Florida, as defined by Section 768.28, Florida Statutes, and CITY shall furnish the Grant Program Administrator with written verification of liability protection, in accordance with state law prior to final execution of this Agreement.

ARTICLE 6 TERMINATION

6.1 This Agreement may be terminated for cause by action of the Board or by CITY upon thirty (30) days written notice by the party that elected to terminate, or for convenience by action of the Board upon, not less than, ten (10) days written notice by the Grant Program Administrator. Grant Program Administrator may terminate this Agreement upon such notice, as the Grant Program Administrator deems appropriate under the circumstances, in the event the Grant Program Administrator determines that termination is necessary to protect the public health, safety, or welfare.

6.2 Notices shall be provided in accordance with "NOTICES" section of this Agreement (Section 8.5); except that notice of termination deemed by the Grant Program

Administrator necessary to protect the public health, safety, or welfare may be verbal and promptly confirmed in writing in accordance with the "NOTICES" section of this Agreement.

- 6.3 In the event this Agreement is terminated for convenience, CITY shall be paid for any services performed to the date this Agreement is terminated; however, upon being notified of COUNTY's election to terminate, CITY shall refrain from performing further services or incurring additional expenses under the terms of this Agreement. CITY acknowledges and agrees that Ten Dollars (\$10.00) of the compensation to be paid by COUNTY, the adequacy of which is hereby acknowledged by CITY, is given as specific consideration for COUNTY's right to terminate this Agreement for convenience.
- 6.4 COUNTY shall have the right to terminate this Agreement and demand refund of Program funds provided to CITY for noncompliance with the terms and conditions of the Program guidelines. Failure to comply with these terms and conditions shall result in COUNTY declaring CITY ineligible for further participation in the Program until such time as CITY complies therewith.
- 6.5 In the event this Agreement is terminated, any compensation payable by COUNTY shall be withheld until all documents are provided to COUNTY pursuant to Section 8.1.

ARTICLE 7 FINANCIAL STATEMENTS

- 7.1 CITY hereby gives COUNTY, through any authorized representative, access to, and the right to, examine all records, books, papers, or documents relating to the Project.
- 7.2 CITY hereby agrees to maintain books and records in accordance with Generally Accepted Accounting Principles and properly reflect all expenditures of funds provided by COUNTY under this Agreement.
- 7.3 CITY agrees and understands that all funding authorized under this Agreement shall be used only for eligible activities specifically outlined in this Agreement. CITY agrees to reimburse COUNTY any and all funds not used in strict compliance with this Agreement.
- 7.4 Within thirty (30) days of receipt by CITY, CITY shall provide to COUNTY on an annual basis the Single Audit Report prepared by an independent certified public accountant showing that there are sufficient and acceptable internal controls over the administration of the CITY's grants. The Single Audit Report will encompass the controls over grants in general without reference to any specific grant award.
- 7.5 Failure of CITY to meet these financial reporting requirements shall result in suspension of payment under this Agreement or any subsequent grant agreement

in effect and disqualify CITY from obtaining future grant awards until such financial statements are received and accepted by COUNTY.

- 7.6 CITY is required to, and hereby agrees to, account for any program income related to Project financed in whole or part with Grant Program Funds.

ARTICLE 8 MISCELLANEOUS

8.1 OWNERSHIP OF DOCUMENTS

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of COUNTY. In the event of termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by CITY, whether finished or unfinished, shall become the property of COUNTY, and shall be delivered by CITY to the Grant Program Administrator within seven (7) days of termination of this Agreement by either party. Any compensation due to CITY shall be withheld until all documents are received as provided herein.

8.2 AUDIT RIGHT AND RETENTION OF RECORDS

COUNTY shall have the right to inspect the Project, as well as the right to audit the books, records, and accounts of CITY that are related to this Project. CITY shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Project.

CITY shall preserve and make available, at reasonable times for examination and audit by COUNTY, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Fla. Stat.), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by COUNTY to be applicable to CITY's records, CITY shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by CITY. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for COUNTY's disallowance and recovery of any payment upon such entry.

8.3 NONDISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY, AND AMERICANS WITH DISABILITIES ACT

CITY shall not unlawfully discriminate against any person in its operations and activities in its use or expenditure of the funds or any portion of the funds provided by this Agreement and shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded in whole or in part by COUNTY, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards.

CITY's decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation (Broward County Code, Chapter 16½), national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully or appropriately used as a basis for service delivery.

CITY shall comply with Title I of the Americans with Disabilities Act regarding nondiscrimination on the basis of disability in employment and further shall not discriminate against any employee or applicant for employment because of race, age, religion, color, gender, sexual orientation, national origin, marital status, political affiliation, or physical or mental disability. In addition, CITY shall take affirmative steps to ensure nondiscrimination in employment against disabled persons. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.

CITY shall take affirmative action to ensure that applicants are employed and employees are treated without regard to race, age, religion, color, gender, sexual orientation (Broward County Code, Chapter 16 ½), national origin, marital status, political affiliation, or physical or mental disability during employment. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.

CITY shall not engage in or commit any discriminatory practice in violation of the Broward County Human Rights Act (Broward County Code, Chapter 16 ½) in performing the Scope of Services or any part of the Scope of Services of this Agreement.

8.4 INDEPENDENT CONTRACTOR

CITY is an independent contractor under this Agreement. Services provided by CITY pursuant to this Agreement shall be subject to the supervision of CITY. In providing such services, neither CITY nor its agents shall act as officers, employees, or agents of COUNTY. This Agreement shall not constitute or make the parties a partnership or joint venture.

8.5 THIRD PARTY BENEFICIARIES

Neither CITY nor COUNTY intends to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement.

8.6 NOTICES

Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or by hand-delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same, as set forth herein, until changed in writing in the manner provided in this section. For the present, the parties designate the following:

FOR COUNTY:

Director
Broward County Natural Resources Planning and Management Division
115 S. Andrews Avenue, Room 329H
Fort Lauderdale, FL 33301

FOR CITY:

City Manager
City of Fort Lauderdale
100 North Andrews Avenue
Fort Lauderdale, FL 33301

8.7 ASSIGNMENT AND PERFORMANCE

Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered by either party. In addition, CITY shall not subcontract any portion of the work required by this Agreement except as authorized by Exhibit "A."

CITY represents that all persons delivering the services required by this Agreement have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth in the Grant Project Description and to provide and perform such services to COUNTY's satisfaction for the agreed compensation.

CITY shall perform its duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of CITY's performance and all interim and final product(s), provided to or on behalf of CITY, shall be comparable to the best local and national standards.

8.8 CONFLICTS

Neither CITY nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with CITY's loyal and conscientious exercise of judgment related to its performance under this Agreement.

CITY agrees that none of its officers or employees shall, during the term of this Agreement, serve as an expert witness against COUNTY in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process, nor shall such persons give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of COUNTY or in connection with any such pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude CITY or any other persons from representing themselves in any action or in any administrative or legal proceeding.

In the event CITY is permitted to utilize subcontractors to perform any services required by this Agreement, CITY agrees to prohibit such subcontractors, by written contract, from having any conflicts within the meaning of this section.

8.9 AMENDMENTS

Except for the provisions set forth in Article 1, 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 Board and CITY.

8.10 WAIVER OF BREACH AND MATERIALITY

Failure by COUNTY to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

8.11 COMPLIANCE WITH LAWS

CITY shall comply with all federal, state, local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations related to this Agreement.

8.12 SEVERANCE

In the event this Agreement, or a portion of this Agreement, is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless COUNTY or CITY elects to terminate this Agreement. The election to terminate this Agreement based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

8.13 JOINT PREPARATION

The parties hereto acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein, and that the preparation of this Agreement has been a joint effort of the parties, the language has been agreed to by parties to express their mutual intent 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.

8.14 PRIORITY OF PROVISIONS

In the event of a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in the Florida Statutes, Florida Administrative Code, and Broward County Code of Ordinances, shall prevail and be given effect.

8.15 APPLICABLE LAW AND VENUE

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. Venue for litigation concerning this Agreement shall be in Broward County, Florida.

8.16 PRIOR AGREEMENTS

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or

understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms, hereof, shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document in accordance with Section 9.9 above.

8.17 INCORPORATION BY REFERENCE

The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the parties. The attached Exhibits "A," "B," "C," and "D" are incorporated into and made a part of this Agreement.

8.18 MULTIPLE ORIGINALS

Multiple copies of this Agreement may be fully executed by all parties, each of which shall be deemed to be an original.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through the County Administrator, authorized to execute same by Resolution approved by the BOARD, and CITY OF FORT LAUDERDALE, signing by and through its officer, duly authorized to execute same.

COUNTY

WITNESSES:

BROWARD COUNTY, by and through its
County Administrator

Susan Sepuan
Godi Gardna

By [Signature]
for County Administrator

1st day of August, 2013.

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

Insurance requirements
approved by Broward County
Risk Management Division

By [Signature] 7/30/13
Risk Management Division

Jacqueline A. Binns
Risk Insurance and
Contracts Manager

By [Signature] 7/31/13

Deputy/Assistant County Attorney



AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF FORT LAUDERDALE
FOR BROWARD LAND STEWARDSHIP PROGRAM

CITY

WITNESSES:

CITY OF FORT LAUDERDALE

Safar Ali
Safar Ali
Printed name

By: [Signature]
John P. "Jack" Seiler
Mayor

Date: July 22, 2013

[Signature]
DONNA M. SAMUDA
Printed name

By: [Signature]
City Manager

Approved as to form:

[Signature]
Assistant City Attorney

ATTEST:

[Signature]
City Clerk

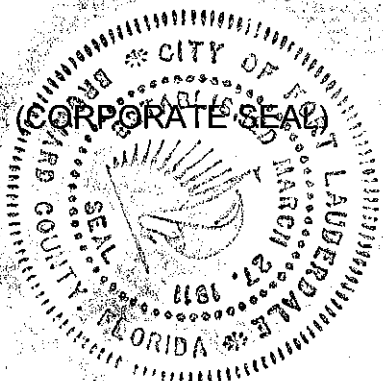


EXHIBIT "A"
PROGRAM GUIDELINES—PARTNERS IN PRESERVATION

Qualified Applicants

Municipalities and County agencies that own and manage natural lands with native vegetative communities impacted by invasive non-native vegetation, that have not previously applied for county funding for public land, may apply.

Funding Requirement

Except as provided in this section, funds from this grant may only be applied to the actual costs incurred for the initial removal or eradication of invasive non-native vegetation and replanting with native vegetation. The grant funding is only for projects that propose treatment or containment of invasions to new areas. No part of this grant funding shall be used for project management, administration or overhead costs. The grant funding may not be used to cover costs associated with the preparation, submission or presentation of the funding application.

Project Match Requirement

No match is required but consideration will be given to those entities providing a match if funding is insufficient to award all applicants. The applicant's cost-share match can be direct (actual) or as in-kind contributions (e.g., equipment, material, expenses, or labor).

Minimum Criteria

Applicant must fulfill all minimum criteria to be considered for a grant award.

1. The project site is located on public lands managed or maintained for Conservation.
2. The project will remove new infestations of invasive exotic plant species.
3. The project is not a required mitigation with an invasive plant removal component.
4. The site municipality or County agency has funding sources for follow up and perpetual site maintenance.
5. The project proposes native plant species appropriate for the vegetative community present.
6. The project site has not received other funding for the same objective of exotic removal.
7. The project has a method to protect any already existing native plant species present in the project site.

8. The site municipality or County agency has placed a restrictive covenant designating conservation use, or will place one prior to reimbursement, on project site for conservation use, for a minimum of twenty-five years.

Award Process Information

The award recommendations made by the selection panel and the Land Stewardship program will be submitted to the Board of County Commissioners for approval. Award notices will be sent to the applicants with a Grant Agreement, for the appropriate signature and due back to the County as soon as possible after signing. Funds spent prior to the Grant Agreement signing date will not be eligible for reimbursement or count towards matching funds. Reasons for funding decisions will be provided with a written request from an authorized official.

Before any work is done in developing a proposal for reimbursement, the project director and the authorized official of the municipality should review the following responsibilities to determine if the project applicant is able to comply with all the requirements for the reimbursement of funds.

1. Recipients awarded the Partners in Preservation grant funds will be paid on a reimbursement basis, and payment will be effected through electronic funds transfer;
2. Changes in the scope or detail of the project or in any other arrangements set in the Grant Agreement should be requested in writing, done by an authorized official and with proof of not been executed without the written approval from the Land Stewardship Program designated official;
3. A final report will be submitted as part of the reimbursement package, recording the accomplishments of the project. This report will also include a set of after photographs, taken from the same locations as the photographs submitted with the initial grant application.

[Remainder of page intentionally left blank]

EXHIBIT "C"
PROJECT COST AND PROPOSED BUDGET
(attach a budget estimate for proposed funding usage)

**Land Stewardship Program Partners in Preservation Grant Program
Project Budget**

Budget Item	Grant Fund Amount	Subcontracting
Subtotal		
Invasive Exotic Removal	\$ 20,000.00	\$20,000.00
Native Trees and shrubs replanting	\$ 5,000.00	\$ 5,000.00
		Total Project Budget \$25,000.00

EXHIBIT "D"
REAL PROPERTY DOCUMENTS

(warranty deed or quit claim deed - Per Article 1 – 1.1 Project Scope "A")

PARKS AND RECREATION DIVISION

35. **MOTION TO APPROVE** Amendment No. 1 to lease agreement between Broward County and the city of Fort Lauderdale for Lake Lauderdale Park, now known as Mills Pond Park, for revising the park master plan, and authorize the Chair and Clerk to execute same.

ACTION: (A-1050) Approved.

36. **MOTION TO APPROVE** State of Florida Department of Environmental Protection (DEP) Florida Boating Improvement Program (FBIP) Tri-Party Development Project Grant Agreement among Broward County, the city of Wilton Manors, and the Florida DEP in the amount of \$50,000 for the dredging of the South Fork-Middle River, FBIP Project, and authorize the Chair and Clerk to execute same. (No county monies required)

ACTION: (A-1050) Approved.

DEPARTMENT OF NATURAL RESOURCE PROTECTION

37. **MOTION TO APPROVE** settlement agreements between Broward County and the listed respondents for violations of Broward County ordinances:

- A. Gene & Rosita Godoy
- B. Bob Koenig Tree Service, Inc.
- C. Morton Roofing
- D. Charles Slater

ACTION: (A-1050) Approved.

BIOLOGICAL RESOURCES DIVISION

38. **MOTION TO ACCEPT** conservation easement from SarahPark Owners Association for SarahPark, a residential development, over approximately 65.4 acres of real property in the city of Pembroke Pines, Broward County, Florida, for the Biological Resources Division.

ACTION: (A-1050) Approved.

AMENDMENT TO LEASE AGREEMENT

THIS IS AN AMENDMENT TO LEASE AGREEMENT, entered into on January 11, 1996, between:

BROWARD COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "County",

and

CITY OF FORT LAUDERDALE, a municipal corporation of the State of Florida, hereinafter referred to as "City".

Pursuant to Motion, adopted at its meeting of 12/19/1995, M-5, the City Commission of City authorized the proper City officials to enter into this Agreement.

County and City entered into a Lease Agreement, dated May 21, 1985, whereby the City leased certain property from County, for use in developing a Master Plan for the regional Lake Lauderdale Park, now known as Mills' Pond Park and hereinafter referred to as the "Park Site".

City desires to develop a portion of the Park Site as a batting cage facility, miniature golf course, family entertainment center, and associated concession facilities for public recreation purposes.

The Lease Agreement provides that in the event any contemplated design materially deviates from the Master Plan for the Park Site, the written consent of both parties shall be required prior to approving said changes.

In consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties agree as follows:

1. The parties hereby agree to a modification of the Master Plan for the Park Site to provide that a portion of the Park Site may be utilized as a batting cage facility, miniature golf course, family entertainment center, and associated concession facilities for public recreation purposes. The proposed locations for such facilities are shown on Exhibit "A", attached to and made a part of this Amendment.
2. The City shall have full control of all such facilities and the cost of development, operation and maintenance shall be borne exclusively by the City or its contractors and vendors.

3. All such facilities shall be subject to the terms and conditions of the Lease Agreement, where applicable.

4. All other terms and conditions of the Lease Agreement are unchanged.

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

CITY

WITNESSES:

CITY OF FORT LAUDERDALE

Patsy A. Adams

By [Signature]
Mayor

[Signature]

By [Signature]
City Manager

(CORPORATE SEAL)

ATTEST:

[Signature]
City Clerk

Approved as to form:

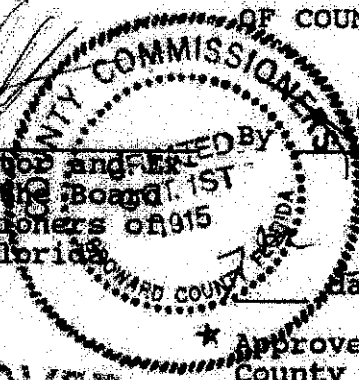
[Signature]
City Attorney

COUNTY

ATTEST:

BROWARD COUNTY, through its BOARD
OF COUNTY COMMISSIONERS

County Administrator and
Office Clerk of the Board
of County Commissioners
Broward County, Florida



day of May, 1996.

APPROVED

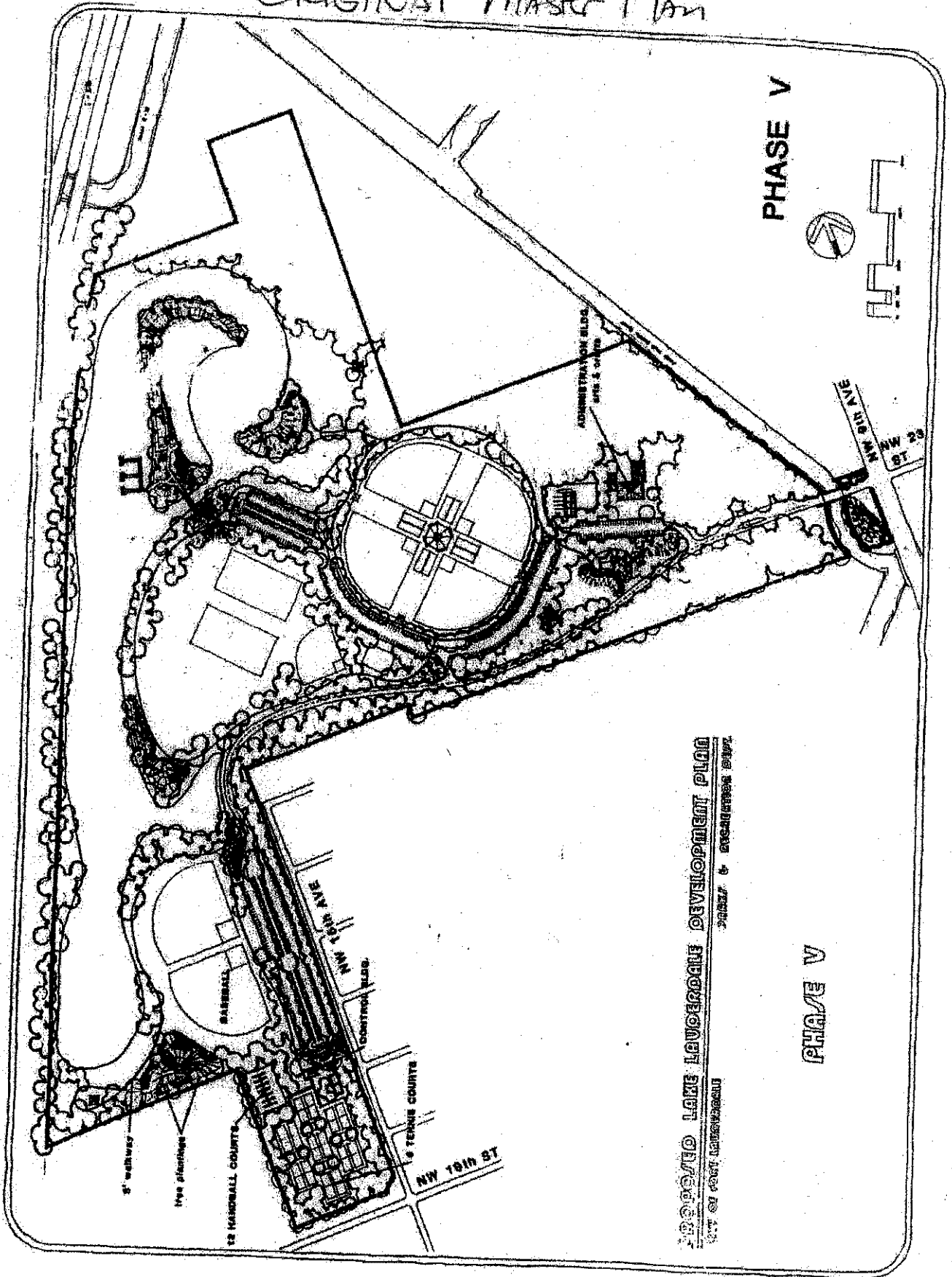
[Handwritten signature]

* Approved as to form by Office of
County Attorney
Broward County, Florida
JOHN J. COPELAN, JR., County
Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (305) 357-7600
Telecopier: (305) 357-7641

By *[Signature]*
Assistant County Attorney

DF:Millslseamd
9/7/95

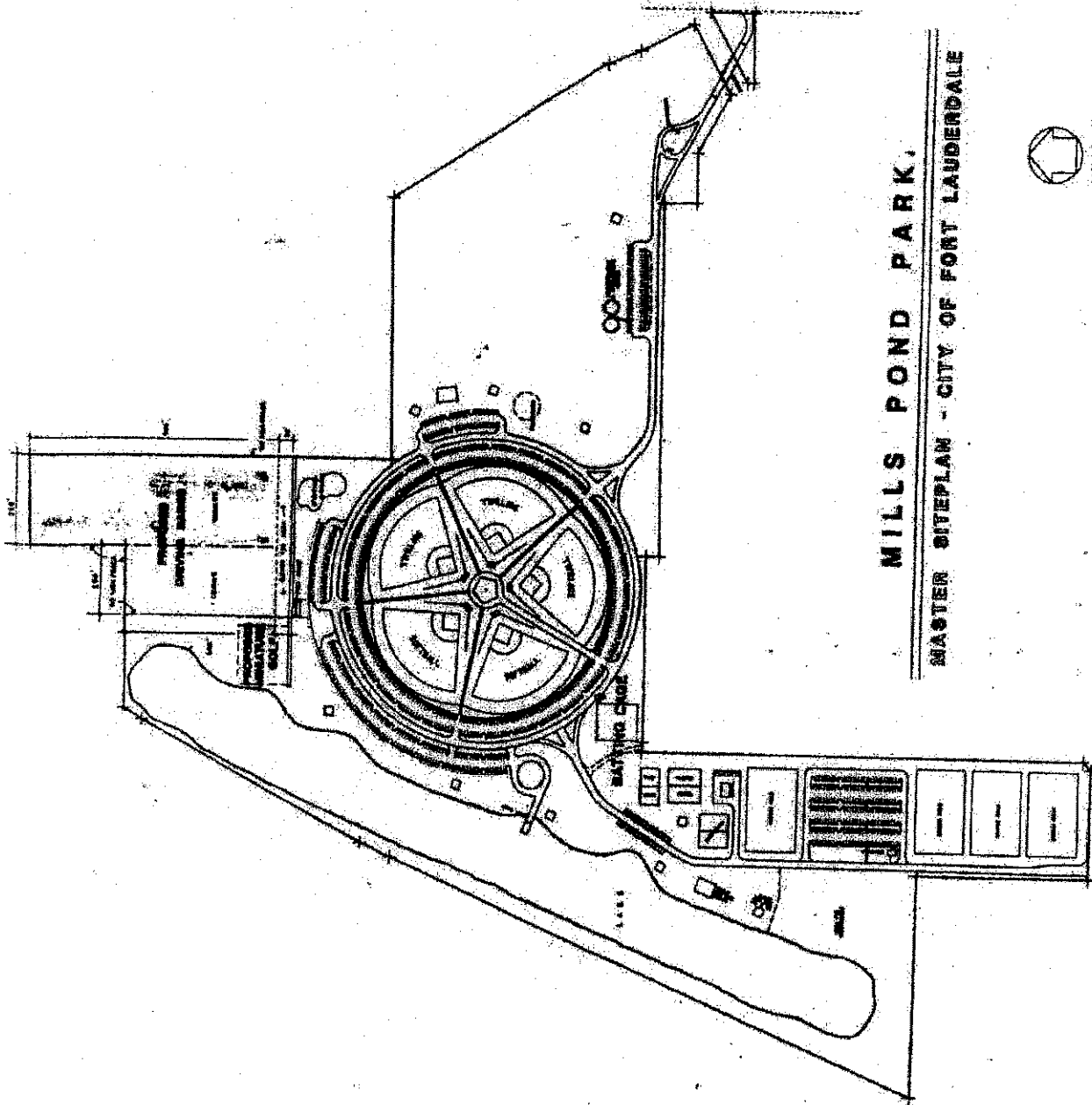
ORIGINAL Master Plan



PROPOSED LAKE LAVERGNE DEVELOPMENT PLAN
PART 6 - ARCHITECTURE EXPT.

PHASE V

PHASE V



MILLS POND PARK.
MASTER SITEPLAN - CITY OF FORT LAUDERDALE



Amended Master Plan

Exhibit "A"

TULLY
Lynch

LEASE AGREEMENT

Between

BROWARD COUNTY

And

CITY OF FORT LAUDERDALE

for

LAKE LAUDERDALE, JOINT PARK SITE

This is a Lease Agreement between: BROWARD COUNTY, a political subdivision of the State of Florida, hereinafter referred to as COUNTY,

AND

CITY OF FORT LAUDERDALE, a municipal corporation, hereinafter referred to as CITY.

WITNESSETH:

WHEREAS, COUNTY and CITY are committed to providing a regional park located in the City of Fort Lauderdale, to be known as Lake Lauderdale Park, hereinafter called "Park Site" as more specifically described in Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, each party intends to contribute certain lands and monies toward the development and establishment of this Park Site; and

WHEREAS, the joint participation and contributions of each party shall serve to develop a park site greater than either party could develop independently of each other;

NOW, THEREFORE, in consideration of the mutual terms, conditions and covenants contained herein, COUNTY and CITY enter into this Lease Agreement which sets forth all of the terms and conditions of the joint project, as follows:

ARTICLE I

DESIGN

The COUNTY and CITY have jointly approved the Master Plan as the conceptual plan for said Park Site as more specifically described in Exhibit "B" attached hereto and hereinafter referred to as "Plan." The parties approve any design and construction of said Park Site which is in substantial conformity with said Plan. In the event any contemplated design or construction of said park materially deviates from said Plan, the written consent of both parties shall be required prior to approving said change.

ARTICLE II

CONSTRUCTION

2.1 The Park Site shall be constructed in substantial conformity to the Plan approved by the COUNTY and CITY and the subsequently approved construction plans and specifications prepared in accordance therewith. The

EXHIBIT "B"

CITY shall be responsible for entering into a construction contract(s) with the lowest responsive bidder for the construction of said Park Site, which contract shall include provisions for date(s) of completion, total cost, liability insurance and performance bonds, third-party beneficiary status of COUNTY and joint COUNTY-CITY approval of certification of final completion.

- 2.2 It is expected that the Park Site will be developed in phases. If the Park Site is developed in phases, CITY agrees that the first phase of development will include the COUNTY portion of the Park Site being leased to the CITY pursuant to this Agreement.
- 2.3 CITY agrees to commence development of Phase I of the Park Site as soon as possible from the date of this Agreement, and to open Phase I to the public by June 30, 1987.
- 2.4 CITY further agrees to use its best efforts to complete development of the remainder of the Park Site prior to January 1, 1999.

ARTICLE III

COST

- 3.1 The cost of construction at the Park Site, and expenses reasonably related thereto, shall be paid by the COUNTY and CITY as follows: COUNTY agrees to contribute the total maximum sum of \$1,345,250.00 as COUNTY'S financial contribution to the development of the Park Site; that sum includes \$462,374.00 for a Land and Water Conservation Fund Grant that has strict guidelines included in a separate agreement made a part of this Lease Agreement.
- 3.2 COUNTY further agrees to lease to CITY, for exclusively park purposes, the property described in Exhibit "C" attached hereto and made a part hereof in accordance with the terms contained herein. In the event COUNTY acquires additional property in the future which is contiguous to the Park Site, COUNTY may, at its discretion, convey said additional property to CITY for park purposes.
- 3.3 Within 45 days from the date of this Lease Agreement, COUNTY shall set up a special account entitled "Bradley/Lake Lauderdale Development" for funding the construction at the Park Site in accordance with the approved Master Plan, and allocate funds identified in Section 3.1 to such account.
- 3.4 CITY shall be allowed to draw on said special account according to the following invoice procedures:
 - 3.4.1 No later than the tenth (10) day of each month during the period of Park Site development, CITY shall submit to the COUNTY'S Parks and Recreation Division an itemized statement showing all expenses relating to development of the Park Site incurred by the CITY during the preceding month. Each statement shall show a cost total for the month covered by the statement and a running total of the accumulated costs of the development work.
 - 3.4.2 In addition to the statement described in Section 3.4.1, CITY shall also submit a certified copy of invoices for all services rendered and purchases made during the preceding month, which shall include the date the services were rendered or purchases made.
 - 3.4.3 The Director of the CITY'S Department of Parks and Recreation, or his authorized representative, shall certify to COUNTY

that the work for which an invoice is being submitted has been completed or that the material purchased has been received.

- 3.4.4 As a final portion of the monthly statement described in Section 3.4.1 above, CITY shall describe all construction improvements at the Park Site which it has completed or is currently working on. This progress report on such improvements shall be submitted in the format provided in Exhibit "D."
- 3.4.5 Upon receiving a monthly statement described in this Section 3.4, the Accounting Division of the COUNTY'S Parks and Recreation Division shall audit such statement, including supporting documentation, to determine whether the items for which invoices are submitted have been completed or received and that the invoiced items should, therefore, be paid.
- 3.4.6 Upon determination by the Accounting Division of the COUNTY'S Parks and Recreation Division that the invoiced services and materials shown on a monthly statement have been received or completed, the Accounting Division shall authorize the COUNTY'S Department of Finance to make payment to the CITY from the special account referred to above in the amount it determines to be payable pursuant to the audit.
- 3.4.7 The COUNTY'S Department of Finance shall then make payment to CITY in the amount indicated in said Accounting Division's authorization.
- 3.4.8 The entire payment process set out in Sections 3.4.5 through 3.4.7 hereof shall be completed and payment made to CITY within thirty (30) days of submittal of a statement by CITY pursuant to Section 3.4.1 above.
- 3.4.9 The CITY shall keep records and accounts of all costs and expenses attributable to development of the Park Site and shall make such records and accounts available for examination and audit by the COUNTY upon request of the COUNTY'S Parks and Recreation Division.
- 3.5 CITY covenants and agrees to comply with all time frames and all other conditions contained in the Land and Water Conservation Fund agreement attached and made a part hereof. Failure to do so may result in the loss of the grant and reduce the amount of the COUNTY'S contribution by \$462,374.00.
- 3.6 CITY covenants and agrees to contribute the additional resources necessary to develop the Park Site in accordance with the Plan. CITY covenants and agrees to dedicate the property owned by CITY, more particularly described in Exhibit "A" attached hereto and made a part hereof, to the exclusive use of the Park Site. CITY further covenants and agrees that access by the public to the Park Site will be nondiscriminatory with respect to fees and charges assessed for use of the Park Site.

ARTICLE IV

DEMISED PREMISES

For and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration paid by CITY to COUNTY, the receipt and sufficiency of which are hereby acknowledged by COUNTY, and for and in consideration of the mutual covenants herein contained, COUNTY hereby leases and demises to CITY, subject to the covenants and agreements hereinafter set forth, the property commonly known as the "Broward County Bradley/Lake Lauderdale Park Site," located in Fort Lauderdale in the County

of Broward, State of Florida, said property being more particularly described in Exhibit "C" attached hereto and made a part hereof.

ARTICLE V

TERM

- 5.1 The term of this Lease shall commence on the date of execution of this Agreement by COUNTY, hereinafter referred to as "Commencement Date," and end thirty (30) years thereafter, unless sooner terminated as provided for hereinafter.
- 5.2 COUNTY hereby grants to CITY the right to renew this lease upon the expiration of said initial term for two (2) successive five (5)-year periods, by giving written notice to COUNTY no later than one hundred twenty (120) days prior to the end of the initial or previous term.

ARTICLE VI

RENT

The CITY agrees to pay to COUNTY as rent for the property described in Exhibit "C," the total sum of Thirty Dollars (\$30.00), payable in yearly installments of One Dollar (\$1.00) each on the commencement date of this Lease Agreement and on each subsequent yearly anniversary of the commencement date, so long as this Lease Agreement is in full force and effect. Rental shall be payable at the following location:

County Administrator
Governmental Center, Room 409
115 South Andrews Avenue
Fort Lauderdale, Florida 33301

ARTICLE VII

OPERATIONS

- 7.1 CITY shall have full and exclusive responsibility for the management, supervision, maintenance and any and all other acts which are necessary for the operation of the Park Site. CITY covenants that it shall maintain the entire Park Site in good order and repair in a clean and sanitary condition, in accordance with the reasonable standards obtained in high quality similar parks. CITY, upon the consultation and consent of COUNTY, may make and enforce rules for the supervision and control of, and admission to, the Park Site in order to promote the orderly and proper use of the Park Site, provided all rules and regulations adopted apply uniformly to all park patrons.
- 7.2 CITY assumes all risks in the operation of the Park Site. CITY hereby covenants and agrees to indemnify and save harmless COUNTY, and its officers and employees, from any and all claims, suits, losses, damage or injury to personal property or life and limb of whatsoever kind and nature, whether direct or indirect, arising out of the operation of the Park Site, or the carelessness, negligence or improper conduct of CITY or any agent, servant, employee, contractor or supplier.

ARTICLE VIII

NOTICES

Any notice or demand which, under the terms of this Lease Agreement or by any statute or ordinance, is given or made by a Party hereto shall be in writing and shall be given by certified or registered mail sent to the other Party at the address set forth below, or to such other address as such Party may from time to time designate by notice. Notice to the COUNTY shall be addressed to:

County Administrator
Governmental Center, Room 409
115 South Andrews Avenue
Fort Lauderdale, Florida 33301

Notice to the CITY shall be addressed to:

City Manager
City of Fort Lauderdale
100 North Andrews Avenue
Fort Lauderdale, Florida 33301

ARTICLE IX

EVENTS OF DEFAULT OR TERMINATION

If any one or more of the following events shall occur:

- A. If the CITY shall default in the due and punctual payment of any sum which is required to be paid by CITY in accordance with the provisions of this Agreement, and such default shall continue for more than thirty (30) days after written notice thereof from COUNTY; or
- B. If the CITY shall default in the due performance or observance of any covenant or condition contained in this Agreement and such default shall continue for more than thirty (30) days after written notice thereof from COUNTY; or
- C. If CITY abandons or vacates the Park Site after development for a period in excess of thirty (30) days; or
- D. If the Park Site is totally or partially destroyed rendering the premises substantially inaccessible or unusable; and
 - 1) the existing laws do not permit the restoration of the premises; or
 - 2) the premises were totally or partially destroyed from a risk not covered by insurance and CITY is unable to pay the cost of restoration; or
 - 3) the estimated cost of the restoration exceeds the amount of proceeds received from the insurance maintained by CITY according to the terms of this Agreement and CITY is unable to pay the additional costs of restoration;

then, and in any such event, COUNTY at any time thereafter may give a written notice to CITY specifying a date (which shall be at least thirty (30) days after the giving of such

notice) on which this Lease Agreement shall terminate, and on such date, this Lease Agreement shall expire and terminate and all rights of the CITY and COUNTY under this Lease Agreement shall cease and CITY shall forthwith surrender all lands leased to CITY by COUNTY, unless before the giving of such written notice (i) all sums payable by CITY under this Lease Agreement, and all costs and expenses due and owing shall have been paid by CITY; and (ii) all other defaults at the time existing under this Lease Agreement shall have been cured.

ARTICLE X

WAIVER

Failure of either party to insist upon strict performance of any covenant or condition of this Lease Agreement, or to exercise any right herein contained, shall not be construed as a waiver or relinquishment for the future of any such covenant, condition or right; but the same shall remain in full force and effect. None of the conditions, covenants or provisions of this Agreement shall be waived or modified except by the Parties hereto in writing.

IN WITNESS WHEREOF, the parties hereto have caused this Lease Agreement to be executed in their behalf by their respective undersigned, duly authorized officers or partners, the day and year first above written.

COUNTY

ATTEST:

Chere Bunn
County Administrator and Ex Officio
Clerk of the Board of County Com-
missioners of Broward County,
Florida

BROWARD COUNTY, through its
BOARD OF COUNTY COMMISSIONERS

By Scott I. Cowan
SCOTT I. COWAN, Chairman

21 day of Mar, 1985

Approved as to form and legality by
Office of General Counsel
for Broward County, Florida
SUSAN F. DELEGAL, General Counsel
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (305) 357-7600

By William J. Bosch
WILLIAM J. BOSCH
Assistant General Counsel

LEASE AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF
FORT LAUDERDALE FOR LAKE LAUDERDALE, JOINT PARK SITE

CITY

WITNESSES:

CITY OF FORT LAUDERDALE

Patricia A. Brown

By

F. J. [Signature]
Mayor-Commissioner

Patricia A. Brown 25th day of April, 1985

ATTEST:

By

[Signature]
City Manager

[Signature]
City Clerk

25th day of April, 1985

(CORPORATE SEAL)

APPROVED AS TO FORM:

[Signature]
City Attorney

LEGAL DESCRIPTION

That portion of the East one-half (E 1/2) of the Southwest one-quarter (SW 1/4) of Section 28, Township 49 South, Range 42 East, lying East of I-95, less the South 670 feet and less the East 35 feet of the South 1,699.96 feet (as measured at right angles);

AND that portion of the Southeast one-quarter (SE 1/4) of the Northwest one-quarter (NW 1/4) of Section 28, Township 49 South, Range 42 East, lying East of I-95;

AND the West one-half (W 1/2) of the West one-half (W 1/2) of the Southeast one-quarter (SE 1/4) of Section 28, Township 49 South, Range 42 East, less the South 1,699.96 feet (as measured at right angles);

AND the North three-eighths (N 3/8) of the West one-half (W 1/2) of the East one-half (E 1/2) of the West one-half (W 1/2) of the Southeast one-quarter (SE 1/4) of Section 28, Township 49 South, Range 42 East;

AND that portion of the South three-eighths (S 3/8) of the West one-half (W 1/2) of the West one-half (W 1/2) of the Northeast one-quarter (NE 1/4) of Section 28, Township 49 South, Range 42 East, lying East of I-95.

All containing 78.5 Acres more or less.

and

Parcel 3, PARKWAY DISTRIBUTION AND INDUSTRIAL CENTER, according to the plat thereof, recorded in Plat Book 87, Page 13, of the public records of Broward County, Florida; TOGETHER WITH that portion of the Southeast one-quarter (SE 1/4) of the Southwest one-quarter (SW 1/4) of Section 28, Township 49 South, Range 42 East, bounded as follows: On the South by the North line of said Parcel 3; on the North by a line 85 feet North of and parallel with the said North line of Parcel 3; on the East by the Northerly extension of the East line of said Parcel 3; and on the West by the Northerly extension of the West line of said Parcel 3.

All containing 6.07 Acres more or less.

and

The West Half (W 1/2) of the East Half (E 1/2) of the Southwest Quarter (SW 1/4) of the Northeast Quarter (NE 1/4);

AND the East Half (E 1/2) of the Northeast Quarter (NE 1/4) of the Northwest Quarter (NW 1/4) of the Southeast Quarter (SE 1/4);

AND the East Half (E 1/2) of the North Half (N 1/2) of the Southeast Quarter (SE 1/4) of the Northwest Quarter (NW 1/4) of the Southeast Quarter (SE 1/4);

AND that part of the North Three-Quarters (N 3/4) of the Northeast Quarter (NE 1/4) of the Southeast Quarter (SE 1/4) lying Westerly of the Main Canal of Fort Lauderdale Middle River Reclamation District, all in Section 28, Township 49 South, Range 42 East.

and

A portion of the South One-half (S 1/2) of the South One-Half (S 1/2) of the Northeast One-Quarter (NE 1/4) of the Southeast One-Quarter (SE 1/4) of Section 28, Township 49 South, Range 42 East, together with a portion of a REPLAT OF A PORTION OF HILLMONT MIDDLE RIVER VISTA, according to the Plat thereof, as recorded in Plat Book 59, Page 18 of the Public Records of Broward County, Florida, being more particularly described as follows:

COMMENCING at the Northwest corner of the South One-Half (S 1/2) of the South One-Half (S 1/2) of the Northeast One-Quarter (NE 1/4) of the Southeast One-Quarter (SE 1/4) of said Section 28;

THENCE North 89°14'28" East along the North line thereof, a distance of 602.55 feet to the POINT OF BEGINNING:

THENCE continue North 89°14'28" East, a distance of 575.64 feet to a point on the West line of Parcel C, FORT LAUDERDALE MIDDLE RIVER RECLAMATION DISTRICT, as recorded in Plat Book 15, Page 4 of the Public Records of Broward County, Florida;

THENCE Southerly and Easterly along the arc of a circular curve to the left, being one and the same as the Westerly boundary of said Parcel C having a radius of 580.00 feet, and whose radius point bears North 64°57'56" East from the last described point, an arc distance of 119.73 feet;

THENCE South 59°29'27" West, a distance of 284.48 feet;

THENCE North 61°00'33" West, a distance of 242.79 feet;

THENCE South 89°14'27" West, a distance of 177.96 feet;

Said last mentioned three courses being coincident with the South line of Parcel X, as shown on said REPLAT OF A PORTION OF HILLMONT MIDDLE RIVER VISTA:

THENCE North 00°45'33" West, a distance of 123.99 feet to the POINT OF BEGINNING.

SAID LANDS situate, lying and being in Broward County, Florida and containing 2.307 acres, more or less.

ALSO A portion of Parcel B, Hillmont Middle River Vista according to the plat thereof, recorded in Plat Book 59 at page 18 Broward County Records.

Begin at the intersection of the North Line of the Southeast 1/4 of the Southeast 1/4 of Section 28, Township 49 South, Range 42 East and the Westerly Right-of-Way Line of Powerline Road; thence run South 89°19'33" West along said North line for a distance of 249.38 feet; thence run North 01°00'12" East for a distance of 24.60 feet; thence run North 59°29'27" East for a distance of 288.29 feet; thence run South 00°11'28" East along the Westerly Right-of-Way line of Powerline Road for a distance of 168.02 feet to the POINT OF BEGINNING.

Said lands containing 0.550 acres, more or less.

and

The South (S) 25 feet of the E-1/2 of the E-1/2 of the SW-1/4 of the NE-1/4 of Section 28, Township 49 South, Range 42 East, lying West (W) of Middle River Reclamation District Canal.

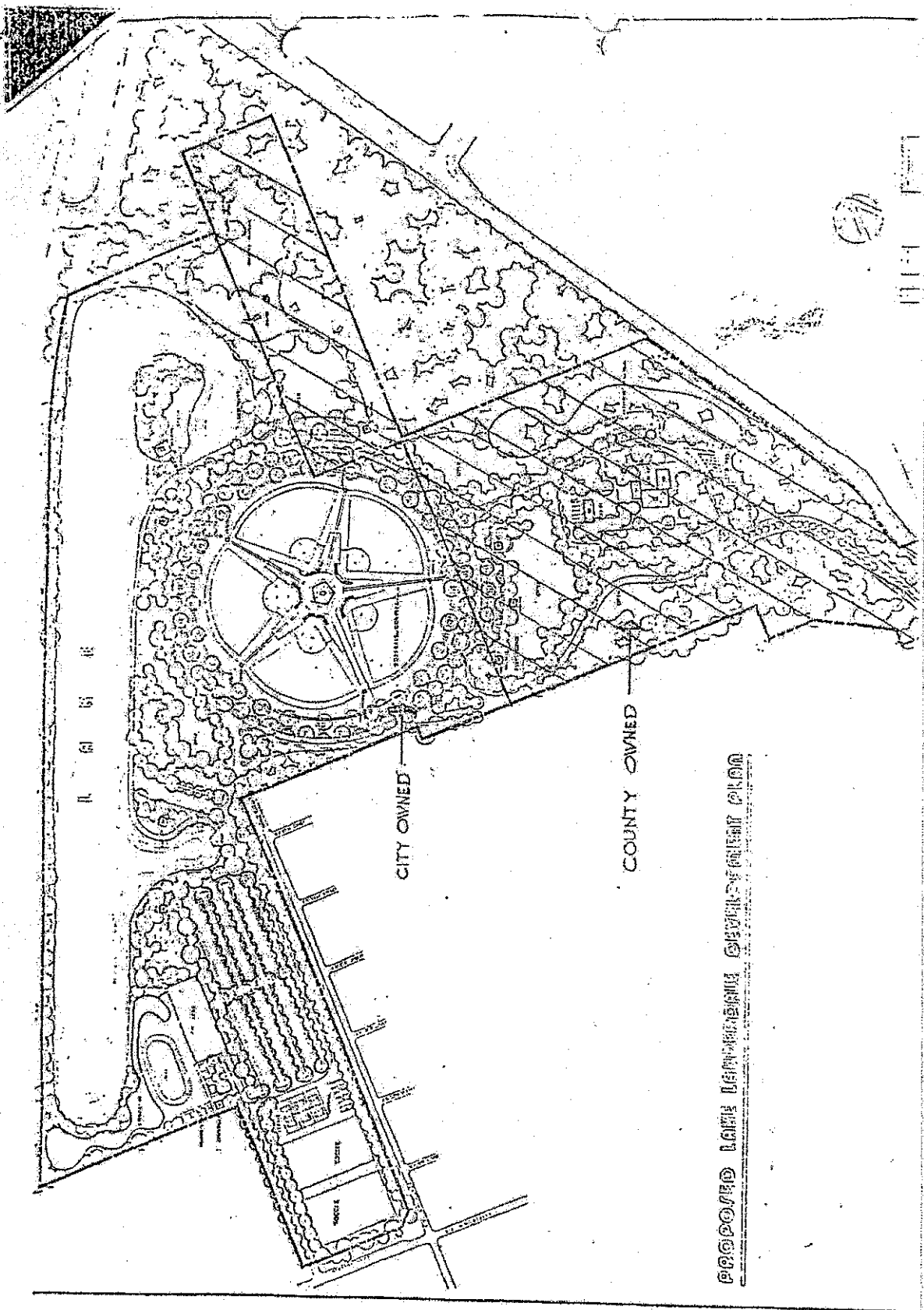


EXHIBIT "B"

LEGAL DESCRIPTION

The West Half (W 1/2) of the East Half (E 1/2) of the Southwest Quarter (SW 1/4) of the Northeast Quarter (NE 1/4);

AND the East Half (E 1/2) of the Northeast Quarter (NE 1/4) of the Northwest Quarter (NW 1/4) of the Southeast Quarter (SE 1/4);

AND the East Half (E 1/2) of the North Half (N 1/2) of the Southeast Quarter (SE 1/4) of the Northwest Quarter (NW 1/4) of the Southeast Quarter (SE 1/4);

AND that part of the North Three-Quarters (N 3/4) of the Northeast Quarter (NE 1/4) of the Southeast Quarter (SE 1/4) lying Westerly of the Main Canal of Fort Lauderdale Middle River Reclamation District, all in Section 28, Township 49 South, Range 42 East.

and

A portion of the South One-half (S 1/2) of the South One-Half (S 1/2) of the Northeast One-Quarter (NE 1/4) of the Southeast One-Quarter (SE 1/4) of Section 28, Township 49 South, Range 42 East, together with a portion of a REPLAT OF A PORTION OF HILLMONT MIDDLE RIVER VISTA, according to the Plat thereof, as recorded in Plat Book 59, Page 18 of the Public Records of Broward County, Florida, being more particularly described as follows:

COMMENCING at the Northwest corner of the South One-Half (S 1/2) of the South One-Half (S 1/2) of the Northeast One-Quarter (NE 1/4) of the Southeast One-Quarter (SE 1/4) of said Section 28;

THENCE North 89°14'28" East along the North line thereof, a distance of 602.55 feet to the POINT OF BEGINNING;

THENCE continue North 89°14'28" East, a distance of 575.64 feet to a point on the West line of Parcel C, FORT LAUDERDALE MIDDLE RIVER RECLAMATION DISTRICT, as recorded in Plat Book 15, Page 4 of the Public Records of Broward County, Florida;

THENCE Southerly and Easterly along the arc of a circular curve to the left, being one and the same as the Westerly boundary of said Parcel C having a radius of 580.00 feet, and whose radius point bears North 64°57'56" East from the last described point, an arc distance of 119.73 feet;

THENCE South 59°29'27" West, a distance of 284.48 feet;

THENCE North 61°00'33" West, a distance of 242.79 feet;

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ALSO A portion of Parcel B, Hillmont Middle River Vista according to the plat thereof, recorded in Plat Book 59 at page 18 Broward County Records.

Begin at the intersection of the North Line of the Southeast 1/4 of the Southeast 1/4 of Section 28, Township 49 South, Range 42 East and the Westerly Right-of-Way Line of Powerline Road; thence run South 89°19'33" West along said North line for a distance of 249.38 feet; thence run North 01°00'12" East for a distance of 24.60 feet; thence run North 59°29'27" East for a distance of 288.29 feet; thence run South 00°11'28" East along the Westerly Right-of-Way line of Powerline Road for a distance of 168.02 feet to the POINT OF BEGINNING.

Said lands containing 0.550 acres, more or less.

and

The South (S) 25 feet of the E-1/2 of the E-1/2 of the SW-1/4 of the NE-1/4 of Section 28, Township 49 South, Range 42 East, lying West (W) of Middle River Reclamation District Canal.

