

**AMENDMENT TO AGREEMENT
RELATED TO ANNEXATION OF THE RIVERLAND AREA**

THIS AMENDMENT TO AGREEMENT is made this ____ day of _____ 2017, by and between BROWARD COUNTY, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners, hereinafter referred to as "COUNTY," and the City of Fort Lauderdale, a Florida municipal corporation, hereinafter referred to as "CITY."

WHEREAS, the CITY and COUNTY entered into an agreement for annexation of the Riverland Area into the CITY on December 3rd, 2002 ("Agreement");

WHEREAS, the parties acknowledge that the CITY has met all of its obligations under the Agreement except with regard to the expenditure of \$700,000 (the "Remaining Sum"), which has already been paid to the CITY in full by the COUNTY, pursuant to Subsection G of Section 15 of Exhibit B of the Agreement;

WHEREAS, the CITY and COUNTY wish to amend the Agreement to allow the CITY the flexibility to allocate the Remaining Sum for land acquisition for public park use;

NOW THEREFORE, for and in consideration of the mutual promises and covenants set forth herein and other good and valuable consideration, the CITY and the COUNTY agree as follows:

1. The above-stated recitals are true and correct and are incorporated herein by reference.
2. The CITY represents and acknowledges that the COUNTY has fully met all of its obligations under the Agreement, and nothing stated in this Amendment shall resurrect any COUNTY obligation(s) contained in the Agreement or create any new COUNTY obligation. Any claim(s) that the CITY could otherwise raise under the Agreement is/are hereby waived and released.
3. The parties agree that, in addition to other expenditures that are permissible under the Agreement, the CITY may use the Remaining Sum on land acquisition for public park purposes.
4. The parties agree that the CITY shall expend the Remaining Sum, on an expenditure permitted by the Agreement as amended hereby, by _____, 2022. If the Remaining Sum is not expended (on permitted expenditures) in full by the CITY by that deadline, the balance of the Remaining Sum shall be paid by the CITY to the COUNTY within thirty (30) days thereafter.

5. The CITY agrees that, if any or all of the Remaining Sum is expended to acquire land for public park purposes, the acquired property shall be used in full as public park space for the benefit of CITY residents including residents of the annexed area. The obligation to use the acquired land for such public park purposes shall remain in effect through December 31, 2067. The CITY represents and agrees that any such property acquired with any or all of the Remaining Sum will be located within the area that was annexed pursuant to the Agreement.
6. Except as expressly modified hereby, all other terms and provisions of the original Agreement between the parties shall remain in full force and effect.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the CITY and the COUNTY execute this Amendment to Agreement as follows:

CITY

WITNESS

CITY OF FORT LAUDERDALE

Print Name

By _____
Lee R. Feldman, City Manager

ATTEST

APPROVED AS TO FORM:
Cynthia A. Everett, City Attorney

Jeffrey A. Modarelli, City Clerk

Gustavo Ceballos, Assistant City Attorney

(CORPORATE SEAL)

ACKNOWLEDGEMENT FOR CITY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2017, by, **Lee R. Feldman** as City Manager of the City of Fort Lauderdale, a municipal Florida corporation, on behalf of the municipal corporation, who is (check one) _____ personally known to me.

(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, the parties have made and executed this Agreement 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 _____ day of _____, 2017, signing by and through its _____, duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, by and through its Board of County Commissioners

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

By _____
Barbara Sharief, Mayor
____ day of _____, 2017

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 _____
(Date)

By _____
ANDREW J. MEYERS (Date)
Chief Deputy County Attorney