



**CITY OF TAMARAC**  
**REGULAR CITY COMMISSION MEETING**  
**City Hall - Commission Chambers**  
**May 14, 2014**

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**CALL TO ORDER:**

**7:00 P.M.**

**ROLL CALL:**

**PLEDGE OF ALLEGIANCE:**

**Mayor Harry Dressler**

**INTRODUCTION**

**1. PROCLAMATIONS AND PRESENTATIONS:**

**a. State of the City Address by Mayor Harry Dressler**

State of the City Address by Mayor Harry Dressler

**b. Tamarac University - Graduating Class of 2014**

Presentation by Mayor Harry Dressler of Certificates of Graduation to the seventh Graduating Class of Tamarac University - May 2014:

Wanda Adams	Alfred Keller
Olga Baken	Peter Mason
Carol Cupo	Valerie Miller
Ronald Cupo	Janie Morris
Robert Emery	Donna Lou Pett
Jerald Faden	Dina Queen
Sheila Fogelsanger	Irving Silverman
Carmen Goehrig	Gilbert Tabakin
Larry Goehrig	Geoffrey VanAllen
Nasheema Harvey	Stewart Jackson Webster
Laura Karpaviciute	Veronica Wilcoxson

**c. Salvation Army Proclamation**

Presentation of a proclamation by Mayor Harry Dressler proclaiming the week of May 12 - 18, 2014 as "National Salvation Army Week". (Requested by Vice Mayor Michelle J. Gomez)

**d. Proclamation Commending the South Florida Manufacturers Association**

Proclamation Commending the South Florida Manufacturers Association (Requested by Vice Mayor Michelle Gomez)

**2. CITY COMMISSION REPORTS**

**a. Commissioner Bushnell**

**b. Vice Mayor Gomez**

c. Commissioner Glasser

d. Commissioner Placko

e. Mayor Dressler

**3. CITY ATTORNEY REPORT**

**4. CITY MANAGER REPORT**

**5. PUBLIC PARTICIPATION**

Any member of the public may speak to any issue that is not agendaized for public hearing at this meeting. Speakers will be limited to three minutes during this item and at public hearings. There will be a thirty (30) minute aggregate time limit for this item, and speakers are encouraged to sign up in advance with the City Clerk prior to their participation.

When an issue has been designated as quasi-judicial, public remarks shall only be heard during a quasi-judicial hearing that has been properly noticed for that matter.

**ANNOUNCEMENT OF TIME ALLOCATIONS-MOTIONS TO TABLE**

The Chair at this time will announce those items that have been given a specific time to be heard, and will entertain motions from the Commission members to table those items that require research. The Commission may agendaize by majority consent matters of an urgent nature which have come to the Commission's attention after publication.

**6. CONSENT AGENDA**

Items listed under Consent Agenda are viewed to be routine and the recommendation will be enacted by ONE MOTION in the form listed below. If discussion is desired, then, in accordance with Resolution 2003-15, Sec. 4.5, the item(s) will be removed from the Consent Agenda and will be considered separately.

**a. Approval of the April 23, 2014 Regular Commission Meeting Minutes**

Approval of the April 23, 2014 Regular Commission Meeting Minutes

**b. TR12472 - Local Option Gas Tax**

A Resolution of the City Commission of the City of Tamarac, Florida authorizing the appropriate city officials to execute the 2014 Amendment to Interlocal agreement between Broward County and City of Tamarac providing for division and distribution of the proceeds of the local option gas tax imposed by the Broward County Local Option Gas Tax Ordinance; providing for conflicts; providing for severability; and providing for an effective date.

**c. TR12473 - Additional Gas Tax**

A resolution of the City Commission of the City of Tamarac, Florida authorizing the appropriate city officials to execute the 2014 Amendment to Interlocal agreement between Broward County and City of Tamarac providing for division and distribution of the proceeds from the Broward County Additional Local Option Gas Tax on Motor Fuel Ordinance; providing for conflicts; providing for severability; and providing for an effective date.

**d. TR12474 - Fifth Cent Local Gas Tax Option**

A resolution of the City Commission of the City of Tamarac, Florida authorizing the appropriate city officials to execute the 2014 Amendment to Interlocal agreement between Broward County and City of Tamarac providing for division and distribution of the proceeds from the Broward County Fifth Cent Additional Local Option Gas Tax on Motor Fuel for Transit; providing for conflicts; providing for severability; and providing for an effective date.

**e. TR12482 - Funding Agreement between the City of Tamarac & the Tamarac Village CDD**



A Resolution by the City Commission of the City of Tamarac, Florida approving the funding agreement between the Tamarac Village Community Development District and the City of Tamarac; authorizing the Mayor to execute the funding agreement; providing for conflicts; providing for severability and providing for an effective date.

**f. TR12483 Project Administration Agreement between the City of Tamarac & the Tamarac Village CDD**

A Resolution by the City Commission of the City of Tamarac, Florida approving the Agreement for Project Administration Services between the Tamarac Village Community Development District and the City of Tamarac; authorizing the Mayor to execute the agreement for Project Administration Services; providing for conflicts; providing for severability and providing for an effective date.

**g. TR12484 - Third Amendment to the BSO Agreement**

A Resolution by the City Commission of the City of Tamarac, Florida approving the Third Amendment to the Law Enforcement Services Agreement between the City of Tamarac and the Broward Sheriff's Office; authorizing the appropriate City Officials to execute the Third Amendment to the agreement for Police Services; providing for conflicts; providing for severability and providing for an effective date.

**h. TR12486 - Approve ILA with Broward County for Keep Broward Beautiful / Adopt-a-Street Program**

A Resolution of the City Commission of the City of Tamarac, Florida; authorizing the appropriate City Officials to execute an Interlocal Agreement between the City of Tamarac and Broward County for the Keep Broward Beautiful Program; providing for conflicts; providing for severability; and providing for an effective date.

**i. TR12490 - Authorize the execution of Task Authorization No. 14-11E with Mathews Consulting Inc. to provide professional engineering and permitting services for the Tamarac Village Project**

Resolution of the City Commission of the City of Tamarac, Florida, approving execution of Task Authorization No. 014-11E with Mathews Consulting, Inc. to provide Professional Engineering Services for the design and permitting of the Tamarac Village Project, in accordance with The City's Continuing Service Agreement as authorized by Resolution R-2011-87; authorizing an expenditure for said purpose in an amount not to exceed \$631,471.00; authorizing an appropriation of \$631,471.00; providing for conflict; providing for severability; and providing for an effective date.

**j. TR12493 - Legislative Aide Appointment of Joseph P. Darrol**

A Resolution of the City Commission of the City of Tamarac, Florida, appointing Joseph P. Darrol as Legislative Aide to Vice Mayor Michelle J. Gomez; Providing for Conflicts; Providing for Severability; and Providing for an Effective Date.

**k. TR12480 - Bus Shelter Maintenance Agreement**

A Resolution of the City Commission of the City of Tamarac, Florida approving the Agreement between Broward County and the City of Tamarac for the maintenance of bus shelters in conjunction with the Broward County Bus Shelter Grant Program; providing for conflicts; providing for severability; and providing for an effective date.

**7. REGULAR AGENDA**

**8. ORDINANCE(S) - FIRST READING**

**9. PUBLIC HEARING(S)**

**a. TR12321 - Woodmont Development Agreement**

A Resolution of the City Commission of the City of Tamarac, Florida, authorizing the Mayor, Vice-Mayor, or City Manager of the City of Tamarac, Florida, on behalf of the City, to execute and to otherwise enter into a Development Agreement between the City of Tamarac and Woodmont Country Club, Inc., for the development of property located within the Woodmont Plat, as recorded in Plat Book 88, Page 20, of the public records of Broward County, Florida, and as more fully described in the Development Agreement which is attached hereto; authorizing the City Manager to do all

things necessary to carry out the aims of this resolution; providing for conflicts; providing for an effective date.

**10. ORDINANCE(S) - SECOND READING**

**11. QUASI-JUDICIAL HEARING(S)**

**a. TO2274 - Woodmont Land Use Plan Amendment**

An Ordinance of the City Commission of the City of Tamarac, Florida, adopting an Amendment to the City of Tamarac Comprehensive Plan in accordance with Chapter 163, specifically Section 163.3184 of the Florida State Statutes, concerning a Large-Scale Land Use Plan Amendment application proposed by Brian Terry of Land Design South, designated agent for the property owner, Woodmont Country Club, Inc., to change the designation of the subject use of land from Commercial Recreation to Low (0-5 du/ac) Residential to accommodate the future development of a total of 152 single family dwelling units and from Commercial Recreation to Commercial to accommodate the development of approximately 28,000 square feet of commercial development on 4.58 acres of land for the property located at or around Pine Island Road to the west, Southgate Boulevard to the North, University Drive to the east, and NW 75th Street to the south (Case No. 1-LUA-12); providing for amendment to the Land Use Plan to reflect such change; providing for transmittal to the State of Florida Department of Economic Opportunity for review; providing for conflicts; providing for severability; and providing for an effective date.

**PASSED ON FIRST READING APRIL 15, 2013**

**b. TO2275 - Woodmont Rezoning**

An Ordinance of the City Commission of the City of Tamarac, Florida, amending prior zoning of certain real estate property otherwise known as Woodmont Country Club from S-1 (Recreational District) to R-1 (Single-family Residential District) for Parcels A, B, C, E, F, and G and from S-1 (Recreational district) to B-2 (Planned Community Business District) for Parcel D, for the property located at or around Pine Island Road to the west, Southgate Boulevard to the north, University Drive to the east, and NW 75th Street to the south; (Case No. 7-Z-12); providing for amendment to the official zoning map to reflect such change; providing for conflicts; providing for severability; and providing for an effective date.

**PASSED ON FIRST READING APRIL 15, 2013**

**12. OTHER**

The City Commission may consider and act upon such other business as may come before it. In the event this agenda must be revised, such revised copies will be available to the public at the City Commission meeting.

Pursuant to Chapter 286.0105, Florida Statutes, if a person decides to appeal any decision made by the City Commission with respect to any matter considered at such meeting or hearing, he may need to ensure that a verbatim record of the proceedings is made which record includes the testimony and evidence upon which the appeal is based.

The City of Tamarac complies with the provisions of the Americans with Disabilities Act. If you are a disabled person requiring any accommodations or assistance, please notify the City Clerk's Office at (954) 597-3505 of such need at least 48 hours (2 days) in advance. Additionally, if you are hearing or speech impaired and need assistance, you may contact the Florida Relay Service at either of the following numbers: 1-800-955-8770 or 1-800-955-8771.



Patricia Teufel, CMC  
City Clerk



**Title - 7:00 P.M.**

7:00 P.M.

**ATTACHMENTS:**

Description	Upload Date	Type
No Attachments Available		



## Title - Mayor Harry Dressler

Mayor Harry Dressler

### **ATTACHMENTS:**

Description	Upload Date	Type
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No Attachments Available



**Title - State of the City Address by Mayor Harry Dressler**

State of the City Address by Mayor Harry Dressler

**ATTACHMENTS:**

Description	Upload Date	Type
No Attachments Available		



## **Title - Tamarac University - Graduating Class of 2014**

Presentation by Mayor Harry Dressler of Certificates of Graduation to the seventh Graduating Class of Tamarac University - May 2014:

Wanda Adams	Alfred Keller
Olga Baken	Peter Mason
Carol Cupo	Valerie Miller
Ronald Cupo	Janie Morris
Robert Emery	Donna Lou Pett
Jerald Faden	Dina Queen
Sheila Fogelsanger	Irving Silverman
Carmen Goehrig	Gilbert Tabakin
Larry Goehrig	Geoffrey VanAllen
Nasheema Harvey	Stewart Jackson Webster
Laura Karpaviciute	Veronica Wilcoxson

### **ATTACHMENTS:**

**Description**

**Upload Date**

**Type**


No Attachments Available



### **Title - Salvation Army Proclamation**

Presentation of a proclamation by Mayor Harry Dressler proclaiming the week of May 12 - 18, 2014 as "National Salvation Army Week". (Requested by Vice Mayor Michelle J. Gomez)

#### **ATTACHMENTS:**

Description	Upload Date	Type
 <a href="#">Salvation Army Proclamation</a>	5/5/2014	Proclamation



**Requested by Vice Mayor Michelle J. Gomez**

**WHEREAS,** *The Salvation Army, originally established in London in 1865, has been supporting those in need, without discrimination, in the United States for over 140 years; and*

**WHEREAS,** *nearly 30 million Americans receive assistance from The Salvation Army each year through social services including food for the hungry, relief for disaster victims and opportunities for substance abuse counseling; and*

**WHEREAS,** *The Salvation Army services 5,000 communities nationwide, including Broward County where it has been since 1926; and*

**WHEREAS,** *for the last 61 years The Salvation Army has recognized this week as an opportunity to show appreciation for the 3 million volunteers who give of themselves each year to provide hope for those in need.*

**NOW, THEREFORE,** *I Harry Dressler, Mayor of the City of Tamarac, Broward County, Florida, do hereby proclaim the week of May 12, 2014 through May 18, 2014 as*

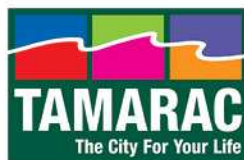
**“NATIONAL SALVATION ARMY WEEK”**

*in the City of Tamarac and encourage Tamarac citizens to volunteer at a Salvation Army food bank or donate clothing to a Salvation Army Thrift Store.*

**IN WITNESS WHEREOF,** *I have hereunto set my hand and caused the Seal of the City of Tamarac to be affixed this 14<sup>th</sup> day of May, 2014.*

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Harry Dressler, MAYOR








## **Title - Proclamation Commending the South Florida Manufacturers Association**

Proclamation Commending the South Florida Manufacturers Association (Requested by Vice Mayor Michelle Gomez)

### **ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
 <a href="#">So FL Manuf. Proclamation</a>	5/5/2014	Proclamation



**Requested by Vice Mayor Michelle J. Gomez**

**WHEREAS**, an increasingly large number of skilled machinists are retiring each year; and

**WHEREAS**, three manufacturer's, Sonny's Enterprises, Interplex Sunbelt and MSK Precision Products are proud to call Tamarac home; and

**WHEREAS**, with new technology available to make precision parts, the South Florida Manufacturers Association realized local manufacturers needed to get ahead of the curve by providing in-depth training; and

**WHEREAS**, in 2009 the South Florida Manufacturers Association partnered with the Florida Department of Education and Atlantic Technical Center in Coconut Creek to develop the South Florida Machinist Apprenticeship Program, and

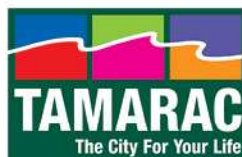
**WHEREAS**, five students each sponsored by a Tamarac manufacturer completed the program and were celebrated at the Inaugural Graduation Ceremony in January, 2014: Derrick Danza, Vedram Munsamy, Kenneth Partanen and Josey Geovany Umana from Sonny's Enterprises, and Spencer Lynn from Interplex Sunbelt.

**NOW, THEREFORE**, I, Harry Dressler, Mayor of the City of Tamarac, Broward County, Florida, do hereby commend the

**"South Florida Manufacturers Association, Sonny's Enterprises, Interplex Sunbelt and MSK Precision Products"**

in providing technical training for machinists and urge all residents and businesses to encourage and support their programs.

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused the Seal of the City of Tamarac to be affixed this 14<sup>th</sup> day of May 2014.




\_\_\_\_\_  
Harry Dressler, MAYOR



## **Title - Approval of the April 23, 2014 Regular Commission Meeting Minutes**

Approval of the April 23, 2014 Regular Commission Meeting Minutes

### **ATTACHMENTS:**

Description	Upload Date	Type
 <a href="#">April 23, 2014 Regular Commission Meeting Minutes</a>	5/5/2014	Backup Material

CITY OF TAMARAC  
REGULAR CITY COMMISSION MEETING  
WEDNESDAY, APRIL 23, 2014

CALL TO ORDER: Mayor Harry Dressler called the Regular Commission Meeting of the City of Tamarac to order at 9:03 a.m. on Wednesday, April 23, 2014 in City Commission Chambers, Tamarac City Hall, 7525 NW 88<sup>th</sup> Avenue, Tamarac, FL 33321.

ROLL CALL: Mayor Harry Dressler, Vice Mayor Michelle J. Gomez, Commissioner Pamela Bushnell, Commissioner Diane Glasser and Commissioner Debra Placko were in attendance.

Also in attendance were Assistant City Manager Diane Phillips, City Attorney Samuel S. Goren and City Clerk Patricia Teufel.

PLEDGE OF ALLEGIANCE: Commissioner Placko led the Pledge of Allegiance.

a. Presentation of a proclamation by Mayor Harry Dressler proclaiming the month of May, 2014 as "Building Safety Month". (Requested by Chief Building Official Claudio Grande)

b. Presentation of a proclamation by Mayor Harry Dressler proclaiming the week of May 18 - 24, 2014 as "National Public Works Week". (Requested by Public Services Director Jack Strain)

c. Presentation to the Mayor and Commission by Public Services Director Jack Strain of the Tree City USA Growth Award

d. Presentation by Mayor Harry Dressler of Employee Service Awards:

**5 - Year Award:** Alexander Quintero, Groundskeeper II, Public Services

**10 - Year Awards:** Daniel Acosta, Firefighter Paramedic, Fire Rescue; Eduardo Alves, Firefighter Paramedic, Fire Rescue; Nelsy Billinger, Firefighter Paramedic, Fire Rescue; Derek Cerny, Captain Paramedic, Fire Rescue; William Duesler, Lieutenant Paramedic, Fire Rescue; Maria Garnica, Firefighter Paramedic, Fire Rescue; Chi Lui, Driver Engineer Paramedic, Fire Rescue; Ryan Lynch, Firefighter Paramedic, Fire Rescue; Freddy Matos, Driver Engineer Paramedic, Fire Rescue; Chad Musselwhite, Firefighter Paramedic, Fire Rescue; Joan Rey, Firefighter Paramedic, Fire Rescue; Alan Lam, Project Engineer, Public Services; Krste Klimoski, Fleet Mechanic II, Public Services.

## 2. CITY COMMISSION REPORTS:

a. Commissioner Bushnell: Commissioner Bushnell said she attended the Springfest; Northwest Council of Elected Officials Luncheon; an Estate Planning Seminar given by Roger Simmons and, along with City Attorney Goren, yesterday's workshop on the Ethics Code and Structure with the Broward County Commission.

b. Vice Mayor Gomez: Vice Mayor Gomez said she also attended some of the events mentioned by Commissioner Bushnell, the City Furniture Grand Opening of their Natural Gas fueling facility and fleet and various HOA meetings. Vice Mayor Gomez said she is looking forward to attending the Kiwanis Golf Tournament on Friday and invited everyone to participate in the P.A.R.O.T Foundation Golf Tournament on Friday, June 1<sup>st</sup> at Colony West Golf Club.

c. Commissioner Glasser: Commissioner Glasser invited everyone to attend the District 2 Neighborhood Meeting at the Kings Point Clubhouse at 6:30 p.m. this evening.

d. Commissioner Placko: Commissioner Placko said she also attended the seminar at the Community Center and found it to be very informative and encouraged people to attend future meetings. Commissioner Placko said she wanted to thank Public Services Director Strain and his staff for the pressure cleaning program as she has received positive feedback from residents.

e. Mayor Dressler: Mayor Dressler said he hoped everyone had a pleasant Passover and Happy Easter. Mayor Dressler reflected that holidays are meaningful and people should use the time to ponder life and not "Sweat the Small Stuff". Mayor Dressler said he is now turning his time over to City Attorney Goren to talk about meeting with the Broward County Commission yesterday.

3. CITY ATTORNEY REPORT: City Attorney Goren provided members of the Commission with copies of Deputy County Attorney Drew Myers' presentation from yesterday's meeting, a copy of which is on file in the City Clerk's Office. City Attorney Goren went over the topics that were discussed, potential changes to state law, the Office of Inspector General (OIG) recommendations, questions resulting from the OIG's proposed restructuring, potential changes to the County Charter and Ethics Code and possible changes to address the OIG concerns. City Attorney Goren briefly went over changes regarding gifts, annual ethics training, lobbying, lobbyist contact disclosure, charitable fundraising, procurement-related activities and relatives doing business with a governmental agency.

City Attorney Goren said the changes that were presented are to begin the discussion between the OIG, the Broward County Commission, the Ethics Task Force and the Broward League of Cities. City Attorney Goren said the County Commission was pretty receptive to some of the changes and this is a work in progress.

Commissioner Bushnell thanked City Attorney Goren for his role and added that any meeting she has attended was never about ethics but clarity and definitions and no one is against the Ethics Ordinance there are just some things that need to be tweaked. There was a discussion regarding Safe Harbor Opinions rendered by City Attorneys to Commission members.

City Attorney Goren noted for the record that his time spent with the Broward League of Cities is done on a pro bono basis.

4. ASSISTANT CITY MANAGER REPORT: Assistant City Manager Phillips said that City Manager Cernech was representing Tamarac in an ESRI-ICMA sponsored local government Executive White Boarding exercise in California. Tamarac was one of fifteen cities selected to participate in the exercise to identify the data and design elements for apps that are most desired by local government executives.

Assistant City Manager Phillips said Tamarac is now accepting ideas to name Tamarac's newest 23 acre park which is under construction and park naming packets are available at the Community Center. Applications will be accepted until Monday, May 5, 2014.

Upcoming Events: There will be ribbon cutting ceremonies held on Thursday, April 24<sup>th</sup> at 4:00 p.m. at Caporella Park and on Friday, April 25<sup>th</sup> at 6:00 p.m. at the Sports Complex celebrating the new playgrounds at each location and the next Concert in the Park will take place on Friday, April 25<sup>th</sup> at the Sports Complex at 7:00 p.m. featuring the band Lazy Bonez.

Past Events: The annual Springfest held on April 12<sup>th</sup> was once again a success and very well attended.

Assistant City Manager Phillips said the City recently submitted an application through the MPO for funding of Phase 4 of the Bikeway System. The project ranked second in the County positioning us quite well as we continue to move forward with connecting bikeways throughout the City. Assistant City Manager Phillips thanked Grants Administrator Mike Gresek who coordinated the submission working with staff from Public Services, Community Development and the Parks & Recreation Department.

5. PUBLIC PARTICIPATION: Mayor Dressler opened Public Participation and the following individual spoke: Patti Lynn, 6411 NW 58<sup>th</sup> St. expressed her opinion on several topics.

6. CONSENT AGENDA: Mayor Dressler asked Assistant City Manager Phillips if there were any changes/additions to the Consent Agenda and Assistant City Manager Phillips said there were no changes/additions to the Consent Agenda. Vice Mayor Gomez seconded by Commissioner Glasser moved approval of the Consent Agenda as presented. Motion passed unanimously (5-0).

a. Approval of the April 9, 2014 Regular Commission Meeting Minutes. - **APPROVED**

b. TR12478 - Major Arterial Corridor Study; A Resolution of the City Commission of the City of Tamarac, Florida, adopting the Major Arterial Corridor Study attached as Exhibit "A"; providing for conflicts; providing for severability; and providing for an effective date.

**RESOLUTION R-2014-36**

c. TR12475 - Tamarac Village Local Activity Center - Interlocal Agreement: A Resolution of the City Commission of the City of Tamarac, Florida, approving the Interlocal Agreement for the monitoring of development activity and enforcement of permitted land uses in the Local Activity Center between the City of Tamarac and Broward County, attached hereto and incorporated herein; authorizing and directing the City Manager, or his designee, to take any and all action necessary to effectuate the intent of this resolution; providing for conflicts; providing for severability; and providing for an effective date.

**RESOLUTION R-2014-37**

d. TR12479 - Declaration of Restrictive Covenants - Tamarac Village Local Activity Center: A Resolution of the City Commission of the City of Tamarac, Florida, approving the Declaration of Restrictive Covenants for the Tamarac Village Local Activity Center ("LAC"), attached hereto, and incorporated herein, as required by Broward County, to offset traffic impacts associated with the land use plan amendment for the property contained within the Tamarac Village LAC; authorizing and directing the City Manager, or his designee, to take any and all action necessary to effectuate the intent of this resolution; providing for conflicts; providing for severability; and providing for an effective date

**RESOLUTION R-2014-38**

e. TR12426 - Tamarac Economic Development Plan: A Resolution of the City Commission of the City of Tamarac, Florida, adopting the City of Tamarac 5-year Economic Development Plan for years 2014-2019, a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference; providing for conflicts; providing for severability; and providing for an effective date.

**RESOLUTION R-2014-39**

f. TR12470 - Roof Tarps: A Resolution of the City Commission of the City of Tamarac, Florida, authorizing the appropriate City Officials to exercise the third renewal option for Bid Number 11-24B for Roof Tarps to Abel Unlimited, Inc., to provide for the purchase of annual requirements for roof tarps for the City of Tamarac and on behalf of the Southeast Florida Governmental Purchasing Cooperative for a period of one year, providing for conflicts; providing for severability; and providing for an effective date.

**RESOLUTION R-2014-40**

7. REGULAR AGENDA: There were no Regular Agenda items scheduled for this meeting.

8. ORDINANCE(S) - FIRST READING: There were no Ordinance(s) – First Reading scheduled for this meeting.

9. PUBLIC HEARING(S): There were no Public Hearing(s) items scheduled for this meeting.

10. ORDINANCE(S) - SECOND READING:

a. TO2295 - Amend Chapter 10 Land Development Regulations, Article II, Section 10-1, Specifically Article II, Section 10-29: An Ordinance of the City Commission of the City of Tamarac, Florida amending Chapter 10 of the City's Code of Ordinances, entitled "Land Development Regulations" by specifically amending Article II, Section 10-1 entitled "Definitions" to define the terms "Development" and "Redevelopment"; specifically amending Article II, Section 10-29 entitled "Formal Application for Construction, Improvement, Development or Building Permits" to require Code Compliance prior to the issuance of a Building Permit for Development or Re-development; providing for codification; providing for conflicts; providing for severability; and providing for an effective date. City Attorney Goren read TO2295 by title into the record. Vice Mayor Gomez seconded by Commissioner Glasser moved approval of TO2295 on second reading.

Mayor Dressler opened the public hearing and with no one wishing to speak closed the public hearing.

Motion passed unanimously (5-0).

**PASSED ON FIRST READING APRIL 9, 2014**

**PASSED ON SECOND READING APRIL 23, 2014**

**ORDINANCE NO. O-2014-04**

b. TO2296 - BUDGET AMENDMENT #1: An Ordinance of the City Commission of the City of Tamarac, Florida, amending Ordinance 2013-16, which adopted the City of Tamarac Operating Budget, Revenues and Expenditures, the Capital Budget, and the Financial Policies for the Fiscal Year 2014, by increasing the Total Revenues and Expenditures by a total of \$23,183,772 as detailed in Attachment A attached hereto and summarized in Attachment B; providing for conflicts; providing for severability; providing for an effective date.

City Attorney Goren read TO2296 by title into the record. Commissioner Bushnell seconded by Commissioner Placko moved approval of TO2296 on second reading.

Mayor Dressler opened the public hearing and with no one wishing to speak closed the public hearing.

Motion passed unanimously (5-0).

**PASSED ON FIRST READING APRIL 9, 2014**

**PASSED ON SECOND READING APRIL 23, 2014**

**ORDINANCE NO. O-2014-05**

c. TO2299 - Code Amendment-Chapter 24 "Zoning": An Ordinance of the City Commission of the City of Tamarac, Florida amending Chapter 24 of the City's Code of Ordinances, entitled "Zoning" by amending Article III, Division 13 entitled "Recreational District" by specifically amending Section 24-307 entitled "Purpose and Characteristics", amending Section 24-308 entitled "Permitted Uses", amending Section 24-310 entitled "Landscaping", amending Section 24-311 entitled "Height of Buildings or Structures" to establish public or private elementary, middle or high school as a Special Exception use in the S-1 Zoning District in conformity with the City of Tamarac Comprehensive Plan; providing for codification; providing for conflicts; providing for severability; and providing for an effective date. City Attorney Goren read TO2299 by title into the record. Commissioner Placko seconded by Vice Mayor Gomez moved approval of TO2299 on second reading.

Mayor Dressler opened the public hearing and the following individual spoke: Patti Lynn, 6411 NW 58<sup>th</sup> St., opposed zoning to allow the establishment of schools as a Special Exception use in S-1 Zoning Districts. With no one else wishing to speak, Mayor Dressler closed the public hearing.

Motion passed unanimously (5-0).

**PASSED ON FIRST READING APRIL 9, 2014**

**PASSED ON SECOND READING APRIL 23, 2014**

**ORDINANCE NO. O-2014-06**

11. QUASI-JUDICIAL HEARING(S): There were no Quasi-Judicial Hearing(s) scheduled for this meeting.

12. OTHER: There being no further business to come before the City Commission, Mayor Dressler adjourned the meeting at 10:33 a.m.

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Harry Dressler, Mayor

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Patricia Teufel, CMC  
City Clerk









## **Title - TR12472 - Local Option Gas Tax**

A Resolution of the City Commission of the City of Tamarac, Florida authorizing the appropriate city officials to execute the 2014 Amendment to Interlocal agreement between Broward County and City of Tamarac providing for division and distribution of the proceeds of the local option gas tax imposed by the Broward County Local Option Gas Tax Ordinance; providing for conflicts; providing for severability; and providing for an effective date.

### **ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
 <a href="#">TR 12472 Local Option Gas Tax Memo</a>	4/8/2014	Cover Memo
 <a href="#">TR 12472 Local Option Gas Tax Reso</a>	4/8/2014	Resolution
 <a href="#">TR 12472 Local Option Gas Tax Exhibit A</a>	4/8/2014	Exhibit
 <a href="#">TR 12472 Letter to Cities</a>	4/8/2014	Backup Material

**CITY OF TAMARAC**  
**INTEROFFICE MEMORANDUM**  
**FINANCIAL SERVICES DEPARTMENT**  
**ADMINISTRATION DIVISION**

**TO: Michael C. Cernech, City Manager      DATE: April 8, 2014**

**FROM: Mark C. Mason**   
**Director of Financial Services**

**RE: Amendment to Interlocal  
Agreement - Temp Reso #12472**

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**Recommendation:**

The Director of Financial Services requests that the City Manager place the above-mentioned item on the consent agenda for the May 14, 2014, Commission meeting.

**Issue:**

This is for the approval and execution of the amendment to the Interlocal Agreement with Broward County providing for the division and distribution of the proceeds of the local option gas tax imposed by the Broward County local option gas tax ordinance.

**Background:**

Every year the Broward County Attorney's Office prepares the necessary amendment to the interlocal agreement, which provides the distribution formula for the above referenced tax proceeds. This amendment complies with the statutory requirement for the establishment of the distribution formula based on the latest population statistics prepared by the Bureau of Economic and Business Research of the University of Florida.

The 2014 amendment to the interlocal agreement provides for the division and distribution of the proceeds of the original six-cent local option gas tax; it requires an annual adjustment of the population of the individual municipalities and unincorporated Broward County. The rates for this tax over the past three years are as follows:

	6% Local Option Gas Tax <u>Percent for Tamarac</u>
2014 Amendment	1.294692%
2013 Amendment	1.305976%
2012 Amendment	1.308718%

The attached letter from the Broward County Office of Budget Services provides additional background and description information.

Broward County has requested that the City Commission approve and execute this amendment and return it to Broward County by May 31, 2014, so that the final amendments can be transmitted to the Florida Department of Revenue for distribution of the proceeds.

Temporary resolutions #12473 and #12474 are related items amending agreements for the distribution of the additional local option gas tax on motor fuel and the fifth-cent additional tax on motor fuel for transportation.

**Fiscal Impact:**

The revenue from the local option gas tax has been anticipated and budgeted; no budget action is required. The impact of the adjusted distribution on the budget is as follows:

<b>FY14 Budget</b>	<b>2014 Amendment</b>	<b>2013 Amendment</b>	<b>Net Change</b>	<b>Fiscal Impact</b>
5th Cent	0.897653%	0.905477%	-0.007824%	
Additional Tax	1.770102%	1.785531%	-0.015429%	
6 Cent Tax	1.294692%	1.305976%	-0.011284%	
1,000,632.00	3.962447%	3.996984%	-0.034537%	\$ (345.59)

As a result of the changes in the distributions we anticipate a decrease in revenues of \$345.59 overall.

The actual gas tax revenues received in FY13 were just over \$1,032,099. The state estimate and the amount budgeted for FY14 is \$1,000,632. During the first six months of FY13, actual revenues were \$450,796.80. While this is slightly less than previous years, if this trend continues, the City will still likely reach its target of \$1,000,632 in FY14 based on higher usage in the summer months. Revenues are based on gallons of fuel sold. The change in allocation is negligible. Therefore, it is reasonable to expect that the revenues in FY14 will also be approximately \$1,032,000 provided that fuel prices remain relatively stable. However, if fuel prices increase for the remainder of the year, it could result in lower usage and, therefore, reduced revenues.

Attachments

**CITY OF TAMARAC, FLORIDA**

**RESOLUTION NO. R-2014-**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE THE 2014 AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF TAMARAC PROVIDING FOR DIVISION AND DISTRIBUTION OF THE PROCEEDS OF THE LOCAL OPTION GAS TAX IMPOSED BY THE BROWARD COUNTY LOCAL OPTION GAS TAX ORDINANCE; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, on June 14, 1988, the Broward County Board of County Commissioners approved a thirty year extension of the six cent Local Option Gas tax; and

WHEREAS, the County Attorney's office has prepared the necessary amendment to the Interlocal Agreement on an annual basis, which provides the distribution formula for the tax proceeds; and

WHEREAS, this will be the 2014 Amendment to that agreement; and

WHEREAS, the amendment complies with the statutory requirement for the establishment of a distribution formula and incorporates the latest population figures prepared and published by the Bureau of Economic and Business Research of the University of Florida; and

WHEREAS, Interlocal Agreements with municipalities representing a majority of the incorporated population must be executed by both the Municipality and Broward County prior to June 1, 2014; and

WHEREAS, the City Manager and the Director of Financial Services recommend approval; and

WHEREAS, the City Commission of the City of Tamarac, Florida deems it to be in the best interests of the citizens and residents of the City of Tamarac to authorize the appropriate City Officials to execute the Amendment to Interlocal Agreement between Broward County and the City of Tamarac providing for the division and distribution of the proceeds of the Local Option Gas Tax imposed by the Broward County Local Option Gas Tax Ordinance.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA:

SECTION 1: The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this resolution upon adoption hereof. All exhibits attached hereto are expressly incorporated herein and made a part hereof.

SECTION 2: The appropriate City Officials are hereby authorized to accept and execute the attached 2014 Amendment to Interlocal Agreement between Broward County and City of Tamarac providing for division and distribution of the proceeds of the Local Option Gas Tax imposed by the Broward County Local Option Gas Tax Ordinance (attached hereto as Exhibit A).

SECTION 3: All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 4: If any clause, section, other part or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or applications of this Resolution.

SECTION 5: This resolution shall become effective immediately upon its passage and adoption.

PASSED, ADOPTED AND APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2014.

---

HARRY DRESSLER  
MAYOR

ATTEST:

---

PATRICIA TEUFEL, CMC  
CITY CLERK

I HEREBY CERTIFY that I have approved this Resolution as to form.

---

SAMUEL S. GOREN  
CITY ATTORNEY

2014 AMENDMENT  
to  
INTERLOCAL AGREEMENT  
between  
BROWARD COUNTY  
and  
CITY OF TAMARAC  
providing for  
DIVISION AND DISTRIBUTION OF THE  
PROCEEDS OF THE LOCAL OPTION GAS  
TAX IMPOSED BY THE BROWARD COUNTY  
LOCAL OPTION GAS TAX ORDINANCE

This is the 2014 Amendment to 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 Tamarac, a municipal corporation, existing under the laws of the State of Florida, hereinafter referred to as "MUNICIPALITY."

WHEREAS, Section 336.025(1)(a), Florida Statutes, authorizes the COUNTY to extend the levy of the six (6) cents local option gas tax upon every gallon of motor fuel and special fuel sold in Broward County for a period not to exceed thirty (30) years on a majority vote of the governing body of the COUNTY; and

WHEREAS, on June 14, 1988, the Board of County Commissioners enacted Ordinance No. 88-27, effective September 1, 1988, through August 31, 2018, pursuant to Section 336.025(1)(a), Florida Statutes, extending the levy of the six cent local option gas tax for thirty years and providing for a method of distribution of the proceeds of the tax; and

WHEREAS, pursuant to the ordinance, the method for distribution of the proceeds is the execution of an interlocal agreement with one or more of the municipalities representing a majority of the population of the incorporated area within the county which establishes the distribution formulas for dividing the proceeds of the

tax among the county and all eligible municipalities within the county, as set forth in Section 336.025(3)(a)1, Florida Statutes; and

WHEREAS, paragraph 4 of the Interlocal Agreement, as amended by the Addendum to the Interlocal Agreement and the prior amendments, requires annual adjustment of the population of the individual municipalities and unincorporated Broward County in accordance with the population figures set forth in the most current edition of "Florida Estimates of Population," published by the Bureau of Economics and Business Research, Population Division, University of Florida; NOW, THEREFORE,

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

1. Paragraph 2 of the Interlocal Agreement, as previously amended by the Addendum thereto and the prior amendments, is amended to read as follows:

2. Sixty-two and Five tenths percent (62.5%) of said Local Option Gas Tax proceeds shall be distributed to the COUNTY, and the remaining Thirty-seven and Five tenths percent (37.5%) shall be divided among and distributed to the eligible municipalities within the COUNTY as follows:

$$\frac{\text{Population of Individual Municipality}}{\text{Total Incorporated Area Population}} \times 37.5\% =$$

<b>Recipient</b>	<b>FY15 Percent Share of Proceeds</b>
Coconut Creek	1.139460%
Cooper City	0.680841%
Coral Springs	2.605782%
Dania	0.640524%
Davie	1.983012%
Deerfield Beach	1.606765%
Fort Lauderdale	3.603039%
Hallandale	0.813361%
Hillsboro Beach	0.039936%
Hollywood	3.049443%
Lauderdale-by-the-Sea	0.129978%
Lauderdale Lakes	0.705968%
Lauderhill	1.418462%
Lazy Lake	0.000528%
Lighthouse Point	0.220358%
Margate	1.170434%
Miramar	2.682582%



<b>Recipient</b>	<b>FY15 Percent Share of Proceeds</b>
North Lauderdale	0.896433%
Oakland Park	0.896200%
Parkland	0.541860%
Pembroke Park	0.131376%
Pembroke Pines	3.295839%
Plantation	1.811340%
Pompano Beach	2.186188%
Sea Ranch Lakes	0.014258%
Southwest Ranches	0.156693%
Sunrise	1.836530%
Tamarac	1.294692%
Weston	1.391449%
West Park	0.302667%
Wilton Manors	0.254002%
<b>Total Incorporated</b>	<b>37.500000%</b>

2. Paragraph 3 of the Interlocal Agreement, as previously amended by the Addendum thereto and the prior amendments, is amended to read as follows:

3. The population figures set forth herein are based on the most current edition of "Florida Estimates of Population," published by the Bureau of Economics and Business Research, Population Division, University of Florida. The population figures to be utilized in the formula described in Paragraph 2 of this Interlocal Agreement shall be adjusted annually based on the current "Florida Estimates of Population."

For the purpose of this Agreement, the following population figures are hereby agreed upon:

<b>Recipient</b>	<b>FY15 Population</b>
Coconut Creek	53,783
Cooper City	32,136
Coral Springs	122,994
Dania	30,233
Davie	93,599
Deerfield Beach	75,840
Fort Lauderdale	170,065
Hallandale	38,391

<b>Recipient</b>	<b>FY15 Population</b>
Hillsboro Beach	1,885
Hollywood	143,935
Lauderdale-by-the-Sea	6,135
Lauderdale Lakes	33,322
Lauderhill	66,952
Lazy Lake	25
Lighthouse Point	10,401
Margate	55,245
Miramar	126,619
North Lauderdale	42,312
Oakland Park	42,301
Parkland	25,576
Pembroke Park	6,201
Pembroke Pines	155,565
Plantation	85,496
Pompano Beach	103,189
Sea Ranch Lakes	673
Southwest Ranches	7,396
Sunrise	86,685
Tamarac	61,110
Weston	65,677
West Park	14,286
Wilton Manors	11,989
<b>Total Incorporated</b>	<b>1,770,016</b>
<b>Unincorporated Area</b>	<b>14,699</b>
<b>Total County</b>	<b>1,784,715</b>

3. This 2014 Amendment shall become effective on the date last executed by the parties hereto provided that those eligible municipalities representing a majority of the incorporated area population and Broward County have executed this 2014 Amendment.

4. Except to the extent amended, the Interlocal Agreement shall remain in full force and effect. In the event of any conflict between the terms of this 2014 Amendment and the Interlocal Agreement, as previously amended, the parties hereby agree that this document shall control.

5. This 2014 Amendment may be executed in several counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument.

6. In the event this 2014 Amendment to Interlocal Agreement or a portion of this 2014 Amendment is found by a court of competent jurisdiction to be invalid, the remaining portions shall continue to be effective unless COUNTY or MUNICIPALITY 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.

[THE REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the parties have made and executed this 2014 Amendment to the 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, and MUNICIPALITY, 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 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 \_\_\_\_\_  
Angela J. Wallace (Date)  
Deputy County Attorney

AJW  
3/20/14  
GASTAX6\_2014.doc  
City of Tamarac

2014 AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF TAMARAC PROVIDING FOR DIVISION AND DISTRIBUTION OF THE LOCAL OPTION GAS TAX IMPOSED BY THE BROWARD COUNTY LOCAL OPTION GAS TAX ORDINANCE

**MUNICIPALITY**

WITNESSES:

City of Tamarac

\_\_\_\_\_

By \_\_\_\_\_  
Mayor-Commissioner

\_\_\_\_\_

\_\_\_\_ day of \_\_\_\_\_, 2014.

ATTEST:

By \_\_\_\_\_  
Municipal Clerk

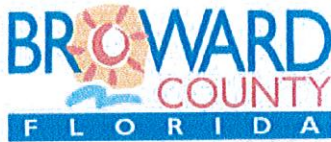
\_\_\_\_\_  
Municipal Manager

\_\_\_\_ day of \_\_\_\_\_, 2014.

(CORPORATE SEAL)

APPROVED AS TO FORM:

By \_\_\_\_\_  
Municipal Attorney



**Office of Management and Budget**

115 S. Andrews Avenue, Room 404 • Fort Lauderdale, Florida 33301 • 954-357-6345 • FAX 954-357-6364

April 2, 2014

Dear Municipality:

Attached are amendments to three interlocal agreements requiring approval by your municipal governing board no later than June 1, 2014. The attached amendments are required in order to adjust each City's percentage share based on updated population figures.

Summary of Amendments

The three interlocal agreements and amendments are described below:

- The "original" local option gas tax agreement last levied in 1988 provides for Cities to receive 37.5% of the proceeds of six cents of gas tax. This amendment adjusts each City's percentage share of the 37.5% based on updated population figures.
- The "additional" local option gas tax agreement levied in 1994 provides for Cities to receive 51.27% of three cents of gas tax. The Cities' share of this gas tax has increased over the years due to annexations, however, there were no annexations of populated areas effective September 2013 so the Cities' share of the three cents of gas tax will remain the same as last year. As a result, this amendment adjusts each City's percentage share of the 51.27% based on updated population figures.
- The "transit gas tax" agreement levied in 2001 provides for Cities to receive 26% of the proceeds of one cent of gas tax. This amendment includes adjustments to each City's percentage share based on updated population figures.

Revisions to Population Figures

The three interlocal agreements provide for the distribution of gas taxes among the Cities based on population figures published annually by the University of Florida Bureau of Economics and Business Research. The interlocal agreements also provide for the population numbers to be revised annually using the most current published figures.

Please place the three amendments on the agenda for approval by the municipal governing board as soon as possible and return the signed agreements no later than June 1, 2014. If you have any questions about the amendments, please contact Eric Garretty from the County's Office of Management and Budget at 357-6235.

Attached are copies of the above discussed amendments. Please return **three** executed originals of each amendment (nine total) to:

Thomas Hutka, Director  
Broward County Public Works Department  
115 S Andrews Ave, Annex 550  
Fort Lauderdale, FL 33301  
Ph. (954) 357-6410

Sincerely,

A handwritten signature in blue ink that reads "Kayla Olsen".

Kayla Olsen, Director  
Office of Management and Budget





KO: eg  
Attachments



## **Title - TR12473 - Additional Gas Tax**

A resolution of the City Commission of the City of Tamarac, Florida authorizing the appropriate city officials to execute the 2014 Amendment to Interlocal agreement between Broward County and City of Tamarac providing for division and distribution of the proceeds from the Broward County Additional Local Option Gas Tax on Motor Fuel Ordinance; providing for conflicts; providing for severability; and providing for an effective date.

### **ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
 <a href="#">TR 12473 Add'l Gas Tax Memo</a>	4/8/2014	Resolution
 <a href="#">TR 12473 Add'l Gas Tax Reso</a>	4/8/2014	Resolution
 <a href="#">TR 12473 Add'l Gas Tax Exhibit A</a>	4/8/2014	Exhibit
 <a href="#">TR 12473 Letter to Cities</a>	4/8/2014	Backup Material

**CITY OF TAMARAC**  
**INTEROFFICE MEMORANDUM**  
**FINANCIAL SERVICES DEPARTMENT**  
**ADMINISTRATION DIVISION**

**TO: Michael C. Cernech,**  
**City Manager**

**DATE: April 8, 2014**

**FROM: Mark C. Mason**   
**Director of Financial Services**

**RE: Amendment to Interlocal**  
**Agreement - Temp Reso #12473**

---

**Recommendation:**

The Director of Financial Services requests that the City Manager place the above-mentioned item on the consent agenda for the May 14, 2014, Commission meeting.

**Issue:**

This is for the approval and execution of the amendment to the Interlocal Agreement with Broward County providing for the division and distribution of the proceeds of the additional local option gas tax on motor fuel.

**Background:**

Every year the Broward County Attorney's Office prepares the necessary amendment to the interlocal agreement, which provides the distribution formula for the above referenced tax proceeds. This amendment complies with the statutory requirement for the establishment of the distribution formula based on the latest population statistics prepared by the Bureau of Economic and Business Research of the University of Florida.

The 2013 amendment to the interlocal agreement for the additional tax adjusts the distribution of the additional local option gas tax on motor fuel. The rates for this tax over the past three years are as follows:

	Additional Local Option Gas Tax on Motor Fuel <u>Percent for Tamarac</u>
2014 Amendment	1.770102%
2013 Amendment	1.785531%
2012 Amendment	1.789280%

The attached letter from the Broward County Office of Budget Services provides additional background and description information.

Broward County has requested that the City Commission approve and execute this amendment and return it to Broward County by May 31, 2014, so that the final amendments can be transmitted to the Florida Department of Revenue for distribution of the proceeds.



Temporary resolutions #12472 and #12474 are related items amending agreements for the distribution of the original six cent local option gas tax and the fifth-cent additional tax on motor fuel for transportation.

**Fiscal Impact:**

The revenue from the local option gas tax has been anticipated and budgeted; no budget action is required. The impact of the adjusted distribution on the budget is as follows:

<b>FY14 Budget</b>	<b>2014 Amendment</b>	<b>2013 Amendment</b>	<b>Net Change</b>	<b>Fiscal Impact</b>
5th Cent	0.897653%	0.905477%	-0.007824%	
Additional Tax	1.770102%	1.785531%	-0.015429%	
6 Cent Tax	1.294692%	1.305976%	-0.011284%	
1,000,632.00	3.962447%	3.996984%	-0.034537%	\$ (345.59)

As a result of the changes in the distributions we anticipate a decrease in revenues of \$345.59 overall.

The actual gas tax revenues received in FY13 were just over \$1,032,099. The state estimate and the amount budgeted for FY14 is \$1,000,632. During the first six months of FY13, actual revenues were \$450,796.80. While this is slightly less than previous years, if this trend continues, the City will still likely reach its target of \$1,000,632 in FY14 based on higher usage in the summer months. Revenues are based on gallons of fuel sold. The change in allocation is negligible. Therefore, it is reasonable to expect that the revenues in FY14 will also be approximately \$1,032,000 provided that fuel prices remain relatively stable. However, if fuel prices increase for the remainder of the year, it could result in lower usage and, therefore, reduced revenues.

Attachments

**CITY OF TAMARAC, FLORIDA**

**RESOLUTION NO. R-2014-**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE THE 2014 AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF TAMARAC PROVIDING FOR DIVISION AND DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY ADDITIONAL LOCAL OPTION GAS TAX ON MOTOR FUEL ORDINANCE; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, on June 14, 1988, the Broward County Board of County Commissioners approved a thirty year extension of the six cent Local Option Gas Tax; and

WHEREAS, the County Attorney's office has prepared the necessary amendment to the Interlocal Agreement on an annual basis, which provides the distribution formula for the tax proceeds; and

WHEREAS, this will be the 2014 Amendment to that agreement; and

WHEREAS, the amendment complies with the statutory requirement for the establishment of a distribution formula and incorporates the latest population figures prepared and published by the Bureau of Economic and Business Research of the University of Florida; and

WHEREAS, the Amendment to Interlocal Agreement is the result of legislation enacted by the 1993 Florida legislature which increased the County's authority to levy Local Option Gas Taxes from the original six cents to a maximum of eleven cents; and

WHEREAS, Interlocal Agreements with municipalities representing a majority of the incorporated population must be executed by both the Municipality and Broward County prior to June 1, 2014; and

WHEREAS, the City Manager and the Director of Financial Services recommend approval; and

WHEREAS, the City Commission of the City of Tamarac, Florida deems it to be in the best interests of the citizens and residents of the City of Tamarac to authorize the appropriate City Officials to execute the Amendment between Broward County and the City of Tamarac providing for the division and distribution of the proceeds from the Broward County Additional Local Option Gas Tax on Motor Fuel Ordinance.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA:

SECTION 1: The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this resolution upon adoption hereof. All exhibits attached hereto are expressly incorporated herein and made a part hereof.

SECTION 2: The appropriate City Officials are hereby authorized to accept and execute the attached 2014 Amendment to Interlocal Agreement between Broward County and City of Tamarac providing for division and distribution of the proceeds from the Broward County Additional Local Option Gas Tax on Motor Fuel Ordinance (attached hereto as Exhibit A).

SECTION 3: All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 4: If any clause, section, other part or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or applications of this Resolution.

SECTION 5: This resolution shall become effective immediately upon its passage and adoption.

PASSED, ADOPTED AND APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2014.

---

HARRY DRESSLER  
MAYOR

ATTEST:

---

PATRICIA TEUFEL, CMC  
CITY CLERK

I HEREBY CERTIFY that I have approved this Resolution as to form.

---

SAMUEL S. GOREN  
CITY ATTORNEY

2014 AMENDMENT  
to  
INTERLOCAL AGREEMENT  
between  
BROWARD COUNTY  
and  
CITY OF TAMARAC  
providing for

DIVISION AND DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD  
COUNTY ADDITIONAL LOCAL OPTION GAS TAX ON MOTOR FUEL ORDINANCE

This 2014 Amendment to 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 Tamarac, a municipal corporation, existing under the laws of the State of Florida, hereinafter referred to as "MUNICIPALITY."

IN CONSIDERATION of the mutual terms, conditions, promises, covenants, and payments hereinafter set forth and pursuant to the authorization of paragraph (1)(b)2 of Section 336.025, Florida Statutes, the COUNTY and MUNICIPALITY agree as follows:

1. Paragraph 2 of the Interlocal Agreement, as previously amended, is hereby amended to read as follows:

2. Forty-eight and Seventy-three One-hundredths percent (48.73%) of the total proceeds from the Broward County Additional Local Option Gas Tax on Motor Fuel Ordinance shall be distributed to the COUNTY and the remaining Fifty-one and Twenty-seven One-hundredths percent (51.27%) of the total proceeds shall be divided among and distributed to the eligible municipalities within the COUNTY as follows:

$$\frac{\text{Population of Individual Municipality}}{\text{Total Incorporated Area Population}} \times 51.27\% =$$

<b>Recipient</b>	<b>FY15 Percent Share of Proceeds</b>
Coconut Creek	1.557870%
Cooper City	0.930846%
Coral Springs	3.562625%
Dania	0.875724%
Davie	2.711174%
Deerfield Beach	2.196769%
Fort Lauderdale	4.926076%
Hallandale	1.112028%
Hillsboro Beach	0.054601%
Hollywood	4.169198%
Lauderdale-by-the-Sea	0.177705%
Lauderdale Lakes	0.965200%
Lauderhill	1.939321%
Lazy Lake	0.000724%
Lighthouse Point	0.301274%
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Miramar	3.667626%
North Lauderdale	1.225603%
Oakland Park	1.225284%
Parkland	0.740830%
Pembroke Park	0.179617%
Pembroke Pines	4.506071%
Plantation	2.476463%
Pompano Beach	2.988956%
Sea Ranch Lakes	0.019494%
Southwest Ranches	0.214231%
Sunrise	2.510904%
Tamarac	1.770102%
Weston	1.902389%
West Park	0.413806%
Wilton Manors	0.347271%
<b>Total Incorporated</b>	<b>51.270000%</b>

2. Paragraph 3 of the Interlocal Agreement, as previously amended, is hereby amended to read:

3. The population figures set out herein are based on the figures contained in the document referred to as the "Florida Estimates of Population," published on an annual basis by the Bureau of Economics and Business Research, Population

Division, University of Florida. The population figures to be utilized in the formula described in Paragraph 2 of this Interlocal Agreement, for the division and distribution of the proceeds from the Broward County Additional Local Option Gas Tax on Motor Fuel Ordinance, shall be adjusted annually based on the current "Florida Estimates of Population."

For the purpose of this Agreement, the following population figures are hereby agreed upon:

<b>Recipient</b>	<b>FY15 Population</b>
Coconut Creek	53,783
Cooper City	32,136
Coral Springs	122,994
Dania	30,233
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Pompano Beach	103,189
Sea Ranch Lakes	673

<b>Recipient</b>	<b>FY15 Population</b>
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<b>Total Incorporated</b>	<b>1,770,016</b>
<b>Unincorporated Area</b>	<b>14,699</b>
<b>Total County</b>	<b>1,784,715</b>

3. This 2014 Amendment to Interlocal Agreement shall become effective on the date last executed by the parties hereto provided that those eligible municipalities representing a majority of the incorporated area population and Broward County have executed this Interlocal Agreement.

4. In the event this 2014 Amendment to Interlocal Agreement or a portion of this 2014 Amendment to Interlocal Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless COUNTY or MUNICIPALITY 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.

5. Except to the extent amended, the Interlocal Agreement shall remain in full force and effect. In the event of any conflict between the terms of this 2014 Amendment and the Interlocal Agreement, as previously amended, the parties hereby agree that this document shall control.

6. This 2014 Amendment to Interlocal Agreement may be executed in several counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument.

[THE REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]



IN WITNESS WHEREOF, the parties have made and executed this 2014 Amendment to the 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, and MUNICIPALITY, 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 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 \_\_\_\_\_  
Angela J. Wallace (Date)  
Deputy County Attorney

AJW  
3/20/14  
GASTAX3\_2014.doc  
City of Tamarac

2014 AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF CITY OF TAMARAC PROVIDING FOR DIVISION AND DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY ADDITIONAL LOCAL OPTION GAS TAX ON MOTOR FUEL ORDINANCE

**MUNICIPALITY**

WITNESSES:

City of Tamarac

\_\_\_\_\_

By \_\_\_\_\_  
Mayor-Commissioner

\_\_\_\_\_

\_\_\_\_ day of \_\_\_\_\_, 2014.

ATTEST:

By \_\_\_\_\_  
Municipal Clerk

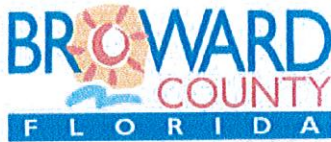
\_\_\_\_\_  
Municipal Manager

\_\_\_\_ day of \_\_\_\_\_, 2014.

(CORPORATE SEAL)

APPROVED AS TO FORM:

By \_\_\_\_\_  
Municipal Attorney



**Office of Management and Budget**

115 S. Andrews Avenue, Room 404 • Fort Lauderdale, Florida 33301 • 954-357-6345 • FAX 954-357-6364

April 2, 2014

Dear Municipality:

Attached are amendments to three interlocal agreements requiring approval by your municipal governing board no later than June 1, 2014. The attached amendments are required in order to adjust each City's percentage share based on updated population figures.

Summary of Amendments

The three interlocal agreements and amendments are described below:

- The "original" local option gas tax agreement last levied in 1988 provides for Cities to receive 37.5% of the proceeds of six cents of gas tax. This amendment adjusts each City's percentage share of the 37.5% based on updated population figures.
- The "additional" local option gas tax agreement levied in 1994 provides for Cities to receive 51.27% of three cents of gas tax. The Cities' share of this gas tax has increased over the years due to annexations, however, there were no annexations of populated areas effective September 2013 so the Cities' share of the three cents of gas tax will remain the same as last year. As a result, this amendment adjusts each City's percentage share of the 51.27% based on updated population figures.
- The "transit gas tax" agreement levied in 2001 provides for Cities to receive 26% of the proceeds of one cent of gas tax. This amendment includes adjustments to each City's percentage share based on updated population figures.

Revisions to Population Figures

The three interlocal agreements provide for the distribution of gas taxes among the Cities based on population figures published annually by the University of Florida Bureau of Economics and Business Research. The interlocal agreements also provide for the population numbers to be revised annually using the most current published figures.

Please place the three amendments on the agenda for approval by the municipal governing board as soon as possible and return the signed agreements no later than June 1, 2014. If you have any questions about the amendments, please contact Eric Garretty from the County's Office of Management and Budget at 357-6235.

Attached are copies of the above discussed amendments. Please return **three** executed originals of each amendment (nine total) to:

Thomas Hutka, Director  
Broward County Public Works Department  
115 S Andrews Ave, Annex 550  
Fort Lauderdale, FL 33301  
Ph. (954) 357-6410

Sincerely,

A handwritten signature in blue ink, appearing to read "Kayla Olsen".

Kayla Olsen, Director  
Office of Management and Budget





KO: eg  
Attachments



## **Title - TR12474 - Fifth Cent Local Gas Tax Option**

A resolution of the City Commission of the City of Tamarac, Florida authorizing the appropriate city officials to execute the 2014 Amendment to Interlocal agreement between Broward County and City of Tamarac providing for division and distribution of the proceeds from the Broward County Fifth Cent Additional Local Option Gas Tax on Motor Fuel for Transit; providing for conflicts; providing for severability; and providing for an effective date.

### **ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
 <a href="#">TR 12474 Fifth Cent Local Gas Tax Memo</a>	4/8/2014	Cover Memo
 <a href="#">TR 12474 Fifth Cent Local Gas Tax Option Reso</a>	4/8/2014	Resolution
 <a href="#">TR 12474 Fifth Cent Local Gas Tax Exhibit A</a>	4/8/2014	Exhibit
 <a href="#">TR 12474 Letter to Cities</a>	4/8/2014	Backup Material

**CITY OF TAMARAC**  
**INTEROFFICE MEMORANDUM**  
**FINANCIAL SERVICES DEPARTMENT**  
**ADMINISTRATION DIVISION**

**TO: Michael C. Cernech,**  
**City Manager**

**DATE: April 8, 2014**

**FROM: Mark C. Mason,**   
**Director of Financial Services**

**RE: Amendment to Interlocal**  
**Agreement - Temp Reso #12474**

---

**Recommendation:**

The Director of Financial Services requests that the City Manager place the above-mentioned item on the consent agenda for the May 14, 2014, Commission meeting.

**Issue:**

This is for the approval and execution of the amendment to the Interlocal Agreement with Broward County providing for the division and distribution of the proceeds of the fifth cent additional tax on motor fuel for transportation.

**Background:**

Every year the Broward County Attorney's Office prepared the necessary amendment to the interlocal agreement, which provides the distribution formula for the above referenced tax proceeds. This amendment complies with the statutory requirement for the establishment of the distribution formula based on the latest population statistics prepared by the Bureau of Economic and Business Research of the University of Florida.

The 2014 amendment to the interlocal agreement for the fifth cent tax adjusts the distribution of the fifth cent additional local option gas tax on motor fuel for transit. The rates for this tax over the past three years are as follows:

	Fifth Cent Additional Local Option Gas Tax On Motor Fuel <u>Percent for Tamarac</u>
2014 Amendment	0.897653%
2013 Amendment	0.905477%
2012 Amendment	0.907378%

The attached letter from the Broward County Office of Budget Services provides additional background and description information.

Broward County has requested that the City Commission approve and execute this amendment and return it to Broward County by May 31, 2014, so that the final amendments can be transmitted to the Florida Department of Revenue for distribution of the proceeds.

Temporary resolutions #12472 and #12473 are related items amending agreements for the distribution of the original six cent local option gas tax, and the additional local option gas tax on motor fuel.

**Fiscal Impact:**

The revenue from the local option gas tax has been anticipated and budgeted; no budget action is required. The impact of the adjusted distribution on the budget is as follows:

<b>FY14 Budget</b>	<b>2014 Amendment</b>	<b>2013 Amendment</b>	<b>Net Change</b>	<b>Fiscal Impact</b>
5th Cent	0.897653%	0.905477%	-0.007824%	
Additional Tax	1.770102%	1.785531%	-0.015429%	
6 Cent Tax	1.294692%	1.305976%	-0.011284%	
1,000,632.00	3.962447%	3.996984%	-0.034537%	\$ (345.59)

As a result of the changes in the distributions we anticipate a decrease in revenues of \$345.59 overall.

The actual gas tax revenues received in FY13 were just over \$1,032,099. The state estimate and the amount budgeted for FY14 is \$1,000,632. During the first six months of FY13, actual revenues were \$450,796.80. While this is slightly less than previous years, if this trend continues, the City will still likely reach its target of \$1,000,632 in FY14 based on higher usage in the summer months. Revenues are based on gallons of fuel sold. The change in allocation is negligible. Therefore, it is reasonable to expect that the revenues in FY14 will also be approximately \$1,032,000 provided that fuel prices remain relatively stable. However, if fuel prices increase for the remainder of the year, it could result in lower usage and, therefore, reduced revenues.

Attachments

**CITY OF TAMARAC, FLORIDA**

**RESOLUTION NO. R-2014-**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE THE 2014 AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF TAMARAC PROVIDING FOR DIVISION AND DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY FIFTH CENT ADDITIONAL LOCAL OPTION GAS TAX ON MOTOR FUEL FOR TRANSIT; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, on June 13, 2000, the Broward County Board of County Commissioners enacted Ordinance No. 2000-25 extending the levy of the fifth-cent local option gas tax for thirty years and providing for a method of distribution of the proceed of the tax; and

WHEREAS, the County Attorney's office has prepared the necessary amendment to the Interlocal Agreement on an annual basis, which provides the distribution formula for the tax proceeds; and

WHEREAS, this will be the 2014 Amendment to that agreement; and

WHEREAS, the amendment complies with the statutory requirement for the establishment of a distribution formula and incorporates the latest population figures prepared and published by the Bureau of Economic and Business Research of the University of Florida; and

WHEREAS, the Amendment to Interlocal Agreement is pursuant to Section 336.025(1)(b), Florida Statutes, for transportation expenditures set forth in Section

336.025(7)(a), Florida Statutes; and

WHEREAS, Interlocal Agreements with municipalities representing a majority of the incorporated population must be executed by both the Municipality and Broward County prior to June 1, 2014; and

WHEREAS, the City Manager and the Director of Financial Services recommend approval; and

WHEREAS, the City Commission of the City of Tamarac, Florida deems it to be in the best interests of the citizens and residents of the City of Tamarac to authorize the appropriate City Officials to execute the Amendment between Broward County and the City of Tamarac providing for the division and distribution of the proceeds from the Broward County Fifth-Cent Additional Local Option Gas Tax on Motor Fuel For Transit.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION  
OF THE CITY OF TAMARAC, FLORIDA:

SECTION 1: The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this resolution upon adoption hereof. All exhibits attached hereto are expressly incorporated herein and made a part hereof.

SECTION 2: The appropriate City Officials are hereby authorized to accept and execute the attached 2014 Amendment to Interlocal Agreement between Broward County and City of Tamarac providing for division and distribution of the proceeds from the Broward County Fifth Cent Additional Local Option Gas Tax on Motor Fuel for Transit (attached hereto as Exhibit A).



SECTION 3: All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 4: If any clause, section, other part or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or applications of this Resolution.

SECTION 5: This resolution shall become effective immediately upon its passage and adoption.

PASSED, ADOPTED AND APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2014.

---

HARRY DRESSLER  
MAYOR

ATTEST:

---

PATRICIA TEUFEL, CMC  
CITY CLERK

I HEREBY CERTIFY that I have  
approved this Resolution as  
to form.

---

SAMUEL S. GOREN  
CITY ATTORNEY

2014 AMENDMENT  
to  
INTERLOCAL AGREEMENT  
between  
BROWARD COUNTY  
and  
CITY OF TAMARAC

providing for

DIVISION AND DISTRIBUTION OF THE PROCEEDS FROM  
THE BROWARD COUNTY FIFTH CENT ADDITIONAL  
LOCAL OPTION GAS TAX ON MOTOR FUEL FOR TRANSIT

This 2014 Amendment to 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 Tamarac, a municipal corporation, existing under the laws of the State of Florida, hereinafter referred to as "MUNICIPALITY."

WHEREAS, Section 336.025(1)(b), Florida Statutes, authorizes the counties to extend the levy of the additional local option gas tax upon every gallon of motor fuel and special fuel sold in Broward County for a period not to exceed thirty (30) years on a majority vote of the governing body of the COUNTY; and

WHEREAS, on June 13, 2000, the Board of County Commissioners enacted Ordinance No. 2000-25, effective January 1, 2001, through December 31, 2031, pursuant to Section 336.025(1)(b), Florida Statutes, extending the levy of the fifth-cent local option gas tax for thirty years and providing for a method of distribution of the proceeds of the tax; and

WHEREAS, pursuant to said Ordinance, the method for distribution of the proceeds is the execution of an Interlocal Agreement with one or more of the municipalities representing a majority of the population of the incorporated area within the County which establishes the distribution formulas for dividing the proceeds of the tax among the County and all eligible municipalities within the County; and

WHEREAS, paragraph 4 of the Interlocal Agreement requires annual adjustment of the population of the individual municipalities and unincorporated Broward County in accordance with the population figures set forth in the most current edition of "Florida Estimates of Population," published by the Bureau of Economics and Business Research, Population Division, University of Florida; NOW, THEREFORE,

IN CONSIDERATION of the mutual terms, conditions, promises, covenants, and payments hereinafter set forth and pursuant to Section 336.025(1)(b), Florida Statutes, for transportation expenditures set forth in Section 336.025(7)(a), Florida Statutes, the COUNTY and MUNICIPALITY agree as follows:

1. Paragraph 2 of the Interlocal Agreement, as previously amended, is hereby amended to read as follows:

2.1 Forty-eight percent (48%) of said proceeds shall be distributed to the COUNTY. The remaining Fifty-two percent (52%) shall be distributed to the eligible municipalities in the following manner:

2.1.1 Twenty-six percent (26%) shall be distributed to the eligible municipalities based on population as follows:

Population of Individual CITY

Total incorporated area Population X 26.0000%

<b>Recipient</b>	<b>FY15 Population</b>	<b>FY15 Percent Share of Proceeds</b>
Coconut Creek	53,783	0.790026%
Cooper City	32,136	0.472050%
Coral Springs	122,994	1.806675%
Dania	30,233	0.444097%
Davie	93,599	1.374888%
Deerfield Beach	75,840	1.114024%
Fort Lauderdale	170,065	2.498107%
Hallandale	38,391	0.563930%
Hillsboro Beach	1,885	0.027689%
Hollywood	143,935	2.114280%
Lauderdale-by-the-Sea	6,135	0.090118%
Lauderdale Lakes	33,322	0.489471%
Lauderhill	66,952	0.983467%
Lazy Lake	25	0.000368%
Lighthouse Point	10,401	0.152782%
Margate	55,245	0.811501%
Miramar	126,619	1.859923%
North Lauderdale	42,312	0.621527%

<b>Recipient</b>	<b>FY15 Population</b>	<b>FY15 Percent Share of Proceeds</b>
Oakland Park	42,301	0.621365%
Parkland	25,576	0.375689%
Pembroke Park	6,201	0.091087%
Pembroke Pines	155,565	2.285115%
Plantation	85,496	1.255862%
Pompano Beach	103,189	1.515757%
Sea Ranch Lakes	673	0.009886%
Southwest Ranches	7,396	0.108641%
Sunrise	86,685	1.273327%
Tamarac	61,110	0.897653%
Weston	65,677	0.964738%
West Park	14,286	0.209849%
Wilton Manors	11,989	0.176108%
<b>Total Incorporated</b>	<b>1,770,016</b>	<b>26.000000%</b>

<b>Unincorporated Area</b>	<b>14,699</b>
----------------------------	---------------

<b>Total County</b>	<b>1,784,715</b>
---------------------	------------------

The population figures set forth above are based on the figures contained in the document referred to as the "Florida Estimates of Population," published on an annual basis by the Bureau of Economic and Business Research, Population Division, of the University of Florida. The population figures to be utilized in the formula described in this section, for the distribution of the Fifth Cent, shall be adjusted annually based on the current Florida Estimates of Population.

2.1.2 Twenty-six percent (26%) shall be distributed by COUNTY to the Municipalities by grant agreement for Community Shuttle Services.

2. This 2014 Amendment to Interlocal Agreement shall become effective on the date last executed by the parties hereto provided that those eligible municipalities representing a majority of the incorporated area population and Broward County have executed this Interlocal Agreement.

3. In the event this 2014 Amendment to Interlocal Agreement or a portion of this 2014 Amendment to Interlocal Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless COUNTY or MUNICIPALITY 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.

4. Except to the extent amended, the Interlocal Agreement shall remain in full force and effect. In the event of any conflict between the terms of this 2014 Amendment and the Interlocal Agreement, as previously amended, the parties hereby agree that this document shall control.

5. This 2014 Amendment to Interlocal Agreement may be executed in several counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument.

[THE REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the parties have made and executed this 2014 Amendment to the 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, and MUNICIPALITY, 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 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 \_\_\_\_\_  
Angela J. Wallace (Date)  
Deputy County Attorney

AJW  
3/20/14  
GASTAX5\_2014.doc  
City of Tamarac

2014 AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF TAMARAC PROVIDING FOR DIVISION AND DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY FIFTH CENT ADDITIONAL LOCAL OPTION GAS TAX ON MOTOR FUEL FOR TRANSIT

**MUNICIPALITY**

WITNESSES:

City of Tamarac

\_\_\_\_\_

By \_\_\_\_\_  
Mayor-Commissioner

\_\_\_\_\_

\_\_\_\_ day of \_\_\_\_\_, 2014.

ATTEST:

\_\_\_\_\_  
Municipal Clerk

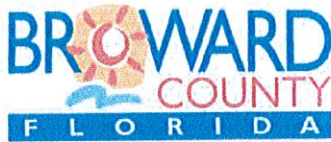
By \_\_\_\_\_  
Municipal Manager

\_\_\_\_ day of \_\_\_\_\_, 2014.

(CORPORATE SEAL)

APPROVED AS TO FORM:

By \_\_\_\_\_  
Municipal Attorney



**Office of Management and Budget**

115 S. Andrews Avenue, Room 404 • Fort Lauderdale, Florida 33301 • 954-357-6345 • FAX 954-357-6364

April 2, 2014

Dear Municipality:

Attached are amendments to three interlocal agreements requiring approval by your municipal governing board no later than June 1, 2014. The attached amendments are required in order to adjust each City's percentage share based on updated population figures.

Summary of Amendments

The three interlocal agreements and amendments are described below:

- The "original" local option gas tax agreement last levied in 1988 provides for Cities to receive 37.5% of the proceeds of six cents of gas tax. This amendment adjusts each City's percentage share of the 37.5% based on updated population figures.
- The "additional" local option gas tax agreement levied in 1994 provides for Cities to receive 51.27% of three cents of gas tax. The Cities' share of this gas tax has increased over the years due to annexations, however, there were no annexations of populated areas effective September 2013 so the Cities' share of the three cents of gas tax will remain the same as last year. As a result, this amendment adjusts each City's percentage share of the 51.27% based on updated population figures.
- The "transit gas tax" agreement levied in 2001 provides for Cities to receive 26% of the proceeds of one cent of gas tax. This amendment includes adjustments to each City's percentage share based on updated population figures.

Revisions to Population Figures

The three interlocal agreements provide for the distribution of gas taxes among the Cities based on population figures published annually by the University of Florida Bureau of Economics and Business Research. The interlocal agreements also provide for the population numbers to be revised annually using the most current published figures.

Please place the three amendments on the agenda for approval by the municipal governing board as soon as possible and return the signed agreements no later than June 1, 2014. If you have any questions about the amendments, please contact Eric Garretty from the County's Office of Management and Budget at 357-6235.

Attached are copies of the above discussed amendments. Please return **three** executed originals of each amendment (nine total) to:

Thomas Hutka, Director  
Broward County Public Works Department  
115 S Andrews Ave, Annex 550  
Fort Lauderdale, FL 33301  
Ph. (954) 357-6410

Sincerely,

A handwritten signature in blue ink that reads "Kayla Olsen".

Kayla Olsen, Director  
Office of Management and Budget

KO: eg  
Attachments








**Title - TR12482 - Funding Agreement between the City of Tamarac & the Tamarac Village CDD**

A Resolution by the City Commission of the City of Tamarac, Florida approving the funding agreement between the Tamarac Village Community Development District and the City of Tamarac; authorizing the Mayor to execute the funding agreement; providing for conflicts; providing for severability and providing for an effective date.

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
 <a href="#">TR12482 Memo</a>	4/28/2014	Cover Memo
 <a href="#">TR12482 Resolution</a>	5/5/2014	Resolution
 <a href="#">TR 12482 Exhibit 1</a>	4/28/2014	Exhibit

**CITY OF TAMARAC  
INTEROFFICE MEMORANDUM  
CITY MANAGER'S OFFICE**

**TO: Michael C. Cernech,  
City Manager**

**DATE: April 28, 2014**

**FROM: Mark Mason**   
**Director of Financial Services**

**RE: TR12482 Funding Agreement  
with Tamarac Village CDD**

---

**Recommendation:**

Place the above referenced item on the May 14, 2013 Commission Agenda for approval.

**Issue:**

To provide operating funds for the Tamarac Village Community Development District (TVCDD) during the start-up of the District.

**Background:**

On June 10, 2013, the City Commission approved Resolution No. R-2013-77 establishing a Land Trust for the property owned by the City of Tamarac along 57<sup>th</sup> Street between 94<sup>th</sup> Avenue and Pine Island Road. The City transferred ownership of the property in August 2013 and again in November 2013 (for the bank building) to be held in trust for the benefit of the City of Tamarac.

On February 26, 2014, the City Commission adopted Ordinance No. O-2014-01 establishing the Tamarac Village Community Development District.

On April 21, 2014, the Tamarac Village Community Development District held its organizational meeting. The funding agreement was discussed and approved as to content and form by the Board of Supervisors. In addition, the Board of Supervisors set a meeting date of July 14, 2014 to approve the Fiscal Year 2014 and Fiscal Year 2015 budgets and will set a subsequent date for a public hearing for the budgets.

As the sole beneficiary of the land trust, the Funding Agreement is between the City of Tamarac, as the beneficiary, and the Tamarac Village Community Development District. It is anticipated that the annual cost will not exceed \$52,225 consisting of general operating expenses for the district. In addition, as the District gets closer to the issuance of debt, certain expenditures regarding the debt issuance will need to be made that may exceed this amount. It is also anticipated and included in the agreement that these costs will be reimbursed to the City following issuance of debt for the infrastructure improvements. When these events occur, the City will bring forward an amendment to the budget to reflect this change.

**Fiscal Impact**

Budgetary impact estimated at \$52,225 per TVCDD proposed budgets for FY 2014 and 2015.  
Funding is available in the Tamarac Village fund.

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA APPROVING THE FUNDING AGREEMENT BETWEEN THE TAMARAC VILLAGE COMMUNITY DEVELOPMENT DISTRICT AND THE CITY OF TAMARAC; AUTHORIZING THE MAYOR TO EXECUTE THE FUNDING AGREEMENT; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City Commission approved Resolution No. R-2013-77 establishing the Tamarac Land Trust for the property owned by the City of Tamarac along 57<sup>th</sup> Street between 94<sup>th</sup> Avenue and Pine Island Road; and

**WHEREAS**, the City of Tamarac City transferred ownership of property to the Tamarac Land Trust in August 2013 and again in November 2013 (for the bank building); and

**WHEREAS**, the City of Tamarac is the sole beneficiary of the land held in trust by the Tamarac Land Trust; and

**WHEREAS**, the City of Tamarac, through Ordinance No. O-2012-1 on February 26, 2014, created the Tamarac Village Community Development District; and

**WHEREAS**, the City of Tamarac is the beneficiary of the Tamarac Village Land Trust, which owns and controls that certain land located with the Tamarac Village Community Development District; and

**WHEREAS**, the City of Tamarac is agreeable to partially fund the operations of the district as called for in the Funding Agreement attached hereto as Exhibit 1.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA:**

**Section 1:** The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct, and are incorporated herein by this reference. All exhibits attached hereto are incorporated herein and made a specific part of this resolution.

**Section 2:** The appropriate City Officials hereby approve and the Mayor is authorized to execute the Funding Agreement between the City of Tamarac and the Tamarac Village Community Development Agreement, attached hereto as Exhibit 1.

**Section 3:** All resolutions inconsistent or in conflict herewith shall be and are hereby repealed insofar as there is conflict or inconsistency.

**Section 4:** If any section, sentence, clause, or phrase of this resolution is held to be invalid or unconstitutional by any court of competent jurisdiction, then such holding shall in no way affect the validity of the remaining portions of this resolution.

**Section 5:** This resolution shall become effective upon its passage and adoption by the City Commission.

**PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF TAMARAC,  
FLORIDA THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2014.**

CITY OF TAMARAC FLORIDA

\_\_\_\_\_  
HARRY DRESSLER, MAYOR

ATTEST:

---

PATRICIA TEUFEL, CMC  
CITY CLERK

I HEREBY CERTIFY THAT I HAVE  
APPROVED THIS RESOLUTION  
AS TO FORM

---

SAMUEL S. GOREN  
CITY ATTORNEY

## **FUNDING AGREEMENT**

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2014 (the "Effective Date"), by and between:

**TAMARAC VILLAGE COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, being situated in the City of Tamarac, Florida, and whose mailing address is c/o Governmental Management Services, 5385 N. Nob Hill Road, Sunrise, Florida 33351 (the "District"); and

**CITY OF TAMARAC**, a municipal corporation of the State of Florida, with an address at 7525 NW 88<sup>th</sup> Avenue, Tamarac, Florida 33321 (the "City").

## **RECITALS**

**WHEREAS**, the City is the beneficiary of the Tamarac Land Trust, which owns or controls that certain land located within the District and described in Exhibit "A" attached hereto (the "Property"), which is proposed to be developed as a mixed-use community known as "Tamarac Village"; and

**WHEREAS**, the District, pursuant to the responsibilities and authorities vested in it by Chapter 190, Florida Statutes, desires to proceed with the discharge of its duties, including but not limited to its administrative and legal functions and its preparations to acquire, construct and deliver certain community development services, facilities, and improvements to serve the District, including without limitation certain water distribution and sanitary sewer collection and transmission systems and facilities, a stormwater management system, roadway improvements, electrical, telecommunications and security facilities, open space, recreation and landscaping, and related improvements, all as such services, facilities, and improvements are more specifically described in the plans and specifications on file at the offices of the District (collectively referred to hereafter as "Improvements"); and

**WHEREAS**, the City recognizes that in the District's discharging of said duties and responsibilities, certain benefits will accrue to the Property; and

**WHEREAS**, the City is agreeable to partially funding the operations of the District as called for in the annual fiscal year budget approved by the Board of Supervisors as governing body of the District (herein the "Budget"), which is attached and made a part hereof as Exhibit "B", as such Budget may be amended from time to time for the fiscal year that it covers; and

**WHEREAS**, the City agrees and acknowledges that this Agreement shall be binding upon its successors and assigns;

**NOW, THEREFORE**, based upon good and valuable consideration and the mutual covenants of the parties hereinafter recited, the receipt and sufficiency of which is hereby acknowledged, the District and the City agree as follows:

1. The recitals stated above are true and correct and by this reference are incorporated by reference as a material part of this Agreement.

2. City agrees to make available to the District the moneys necessary for the operation of the District during all or a portion of the fiscal year as called for in the Budget, quarterly, within fifteen (15) days of written request by the District. The funds shall be placed in the District's general checking account.

3. The parties hereto recognize that payments not part of the Budget may be made by the City to the District, or on behalf of the District, in connection with the Improvements set forth in the report of the District Engineer which are to be financed with the special assessment bonds, in one or more series, (the "Bonds") and as such, the payments may be considered to be reimbursable advances. The District agrees to use best efforts such that upon the issuance of the Bonds that there will be included an amount sufficient to repay the City for the payments advanced to or on behalf of the District by the City prior to the issuance of the Bonds in accordance with this Agreement and in connection with the cost of the Improvements. Such repayment shall be made within a reasonable period of time following the issuance of the Bonds. The parties further agree that any repayments will not include any interest charge.

4. City shall make available to the District the moneys necessary for any and all maintenance, repair, reconstruction, and replacement of the Improvements arising during the fiscal year covered by the Budget, as set forth in the Budget, as such Budget may be amended from time to time.

5. This instrument constitutes the entire agreement between the parties relating to the subject matter of this Agreement. Amendments to and waivers of the provisions contained in this Agreement may be made only in writing which is executed by both of the parties hereto.

6. The execution of this Agreement has been duly authorized by the appropriate body or official of all parties hereto, each party has complied with all the requirements of law, and each party has full power and authority to comply with the terms and provisions of this Agreement.

7. This Agreement is solely for the benefit of the formal parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns.

8. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida.



9. This Agreement has been negotiated fully between the parties in an arm's length transaction. The parties participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party.

10. This Agreement, or any monies to become due hereunder, may be assigned, provided that the assigning party first obtains the prior written consent of the other party, which consent shall not unreasonably be withheld.

11. The rights and obligations created by this Agreement shall be binding upon and inure to the benefit of City and District, their heirs, executors, receivers, trustees, successors and assigns.

12. Whenever used the singular number shall include the plural, the plural the singular; the use of any gender shall include all genders, as the context requires; and the disjunctive shall be construed as the conjunctive, the conjunctive as the disjunctive, as the context requires.

13. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument. Signature and acknowledgment pages, if any, may be executed by facsimile, which shall be good as an original, and may be detached from the counterparts and attached to a single copy of this document to physically form one document.

**[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]**

**IN WITNESS WHEREOF**, the parties hereto execute this Agreement and further agree that it shall take effect as of the Effective Date first above written.

Attest:

**TAMARAC VILLAGE COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Secretary/Assistant Secretary

By: \_\_\_\_\_  
Chair/Vice Chair

\_\_\_\_\_ day of \_\_\_\_\_, 2014

STATE OF FLORIDA       }  
COUNTY OF PALM BEACH       }

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2014, by \_\_\_\_\_, as Chair/Vice Chair of the Board of Supervisors for **TAMARAC VILLAGE DEVELOPMENT DISTRICT**, who is personally known and/or produced \_\_\_\_\_ as identification and who being duly sworn, deposes and says that the aforementioned is true and correct to his or her best knowledge.

[SEAL]

\_\_\_\_\_  
Notary Public  
Commission:

STATE OF FLORIDA       }  
COUNTY OF \_\_\_\_\_}

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2014, by \_\_\_\_\_, as Secretary/Assistant Secretary of the Board of Supervisors for **TAMARAC VILLAGE COMMUNITY DEVELOPMENT DISTRICT**, who is personally known and/or produced \_\_\_\_\_ as identification and who being duly sworn, deposes and says that the aforementioned is true and correct to his or her best knowledge.

[SEAL]

\_\_\_\_\_  
Notary Public  
Commission:

**CITY OF TAMARAC**

BY: \_\_\_\_\_  
HARRY DRESSLER, MAYOR

WITNESSES:

\_\_\_\_\_  
\_\_\_\_\_  
Print Name

\_\_\_\_\_  
\_\_\_\_\_  
Print Name

ATTEST:

\_\_\_\_\_  
PATRICIA TEUFEL, CITY CLERK

APPROVED AS TO FORM.

\_\_\_\_\_  
SAMUEL S. GOREN, CITY ATTORNEY

**Exhibit "A"**

**Legal Description**

# EXHIBIT "A"

## DESCRIPTION:

All of Lots 6 through 12, Block 4, Lot 1, Block 3, and a portion of NW 91st Avenue, LYONS INDUSTRIAL PARK, according to the plot thereof as recorded in Plat Book 71, Page 1 of the Public Records of Broward County, Florida.

Together with:

Portions of Lots 1 through 10, Block 10, a portion of Lots 6 through 10, Block 9, a portion of NW 91st Avenue and a portion of NW 57th Street, LYONS COMMERCIAL SUBDIVISION UNIT No. 2, according to the plot thereof as recorded in Plat Book 59, Page 43 of the Public Records of Broward County, Florida.

Said lands being more particularly described as follows:

BEGINNING at a point lying on the West line of Lot 9, Block 10 of said LYONS COMMERCIAL SUBDIVISION UNIT No. 2, said point also being 7.00 feet North of as measured at right angles, the South line of said Block 10; thence North 00°23'24" West (as a basis of bearings) along said West line of said Lot 9, Block 10, a distance of 8.88 feet to a point being on a line lying 15.88 feet North of and parallel with the South line of said Lot 10; thence South 89°36'36" West along said parallel line, a distance of 210.14 feet; thence North 45°54'40" West, a distance of 22.36 feet to a point being on the West line of said Block 10; thence North 01°25'55" West along said West line and the Northerly extension thereof, a distance of 399.02 feet to a point being the Southwest corner of Block 4, of said LYONS INDUSTRIAL PARK, said point also being the point of curvature of a circular curve to the left whose radius point bears North 88°34'05" East from said point; thence Southeasterly along the arc of said curve having a radius of 25.00 feet, a central angle of 88°57'29" and an arc length of 38.82 feet; thence North 89°36'36" East, a distance of 399.47 feet to a point being the Southwest corner of Lot 6, of said Block 4; the preceding two (2) courses and distances being coincident with the South line of said Block 4; thence North 00°23'24" West along the West line of said Lot 6, a distance of 250.00 feet to the Northwest corner of said Lot 6, said Northwest corner also lying on the North line of said Block 4; thence North 89°36'36" East along said North line of Block 4, a distance of 800.00 feet to a point being the Northeast corner of said Block 4; thence continue North 89°36'36" East along the Easterly extension of said North line of Block 4, a distance of 60.00 feet to a point being the Northwest corner of said Block 3, of said LYONS INDUSTRIAL PARK; thence North 89°36'36" East along the North line of said Block 3, a distance of 200.00 feet to a point being the Northeast corner of Lot 1, of said Block 3; thence South 00°23'24" East along the East line of said Lot 1, a distance of 250.00 feet to a point being the Southeast corner of said Lot 1, said Southeast corner also lying on the South line of said Block 3; thence North 89°36'36" E along said South line of Block 3, a distance of 335.84 feet to a point being the Southwest corner of Parcel A, of said LYONS COMMERCIAL SUBDIVISION UNIT NO. 2; thence continue North 89°36'36" East along the South line of said Parcel A, a distance of 608.67 feet;

CONTINUED ON SHEET 4 OF 6

Dennis J. Leavy & Associates, Inc.  
Land Surveyors \* Mappers

460 Business Park Way \* Suite B  
Royal Palm Beach, Florida 33411  
Phone: 561 753-0650 Fax: 561 753-0290

SKETCH & DESCRIPTION  
For: CITY OF TAMARAC, FLORIDA

DRAWN: NFC	SCALE: N/A	DATE: 07/24/13
CHK: DAB	JOB# 13-004-CDD	SHEET: 3 OF 6

DESCRIPTION continued:

thence South 00°23'24" East, a distance of 106.00 feet to a point lying on the North line of Block 9, of said LYONS COMMERCIAL SUBDIVISION UNIT NO. 2; thence South 89°36'36" West along the North line of said Block 9, a distance of 650.35 feet; thence South 01°25'55" East, a distance of 200.73 feet to the point of intersection with the East line of Lot 7, of said Block 9; thence continue South 01°25'55" East, a distance of 80.27 feet; the preceding two (2) courses and distances being coincident with the East line of a parcel of land described in Official Records Book 47818, Page 1087, of the Public Records of Broward County, Florida; thence South 89°36'08" West, a distance of 51.89 feet; thence South 00°23'24" East, a distance of 11.99 feet to a point being on a line lying 7.00 feet North of and parallel with the South line of said Block 9; the preceding two (2) courses and distances being coincident with the North and West lines of a parcel of land as described in Official Records Book 32920, Page 120, of the Public Records of Broward County, Florida; thence South 89°36'36" West along said parallel line, a distance of 424.50 feet to a point; thence continue South 89°36'36" West along the Westerly extension of said parallel line, a distance of 100.00 feet to a point being on a line lying 7.00 feet North of and parallel with the South line of Block 10, of said LYONS COMMERCIAL SUBDIVISION UNIT No. 2; thence continue South 89°36'36" West, along said parallel line, a distance of 975.00 feet to the POINT OF BEGINNING.

Said lands situate, lying and being in Section 8, Township 49 South, Range 41 East, City of Tamarac, Broward County, Florida.

Containing 23.886 acres more or less.

Dennis J. Leavy & Associates, Inc.  
Land Surveyors \* Mappers  
460 Business Park Way \* Suite B  
Royal Palm Beach, Florida 33411  
Phone: 561 753-0650 Fax: 561 753-0290

SKETCH & DESCRIPTION  
For: CITY OF TAMARAC, FLORIDA

DRAWN: NFC	SCALE: N/A	DATE: 07/24/13
CHK: DAB	JOB# 13-004-CDD	SHEET: 4 of 6

**Exhibit "B"**

**Budget**

***Proposed Budget  
Fiscal Year 2014  
Fiscal Year 2015***

***Tamarac Village Community  
Development District***

***April 21, 2014***





# Tamarac Village

## Community Development District

	<u>Proposed FY2014 Budget</u>	<u>Proposed FY2015 Budget</u>
<b><u>Revenues</u></b>		
Developer Contributions	\$52,225	\$52,225
<i>Total Revenues</i>	<u><u>\$52,225</u></u>	<u><u>\$52,225</u></u>
<b><u>Expenditures</u></b>		
<b><u>Administrative</u></b>		
Engineering	\$5,000	\$5,000
Arbitrage	\$0	\$0 <sup>(1)</sup>
Dissemination Agent	\$0	\$0 <sup>(1)</sup>
Attorney	\$12,000	\$12,000
Annual Audit	\$0	\$0 <sup>(1)</sup>
Trustee Fees	\$0	\$0 <sup>(1)</sup>
Management Fees	\$25,000	\$25,000
Computer Time	\$500	\$500
Telephone	\$150	\$150
Postage	\$750	\$750
Printing & Binding	\$500	\$500
Insurance	\$5,000	\$5,000
Legal Advertising	\$2,400	\$2,400
Other Current Charges	\$500	\$500
Office Supplies	\$250	\$250
Dues, Licenses & Subscriptions	\$175	\$175
<i>Administrative Expenses</i>	<u><u>\$52,225</u></u>	<u><u>\$52,225</u></u>
<b><u>Net Income</u></b>	<u><u>\$0</u></u>	<u><u>\$0</u></u>

<sup>(1)</sup> Expenses related to the issuance of Bonds.

**Tamarac Village**  
**Community Development District**  
GENERAL FUND BUDGET

**REVENUES:**

Developer Contributions

It is presently anticipated that the District will enter into a Funding Agreement with the Developer to Fund all General Fund expenditures for the Fiscal Year.

---

**EXPENDITURES:**

**Administrative:**

Engineering Fees

The District's engineer will be providing general engineering services to the District, i.e. attendance and preparation for monthly board meetings, review invoices, etc.

Arbitrage

The District is required to have an annual arbitrage rebate calculation on the District's Bonds. The District will contract with an independent auditing firm to perform the calculations.

Dissemination Agent

The District is required by the Security and Exchange Commission to comply with Rule 15(c)(2)-12(b)(5), which relates to additional reporting requirements for un-rated bond issues.

Attorney

The District's legal counsel will be providing general legal services to the District, i.e. attendance and preparation for monthly meetings, review operating & maintenance contracts, etc.

Annual Audit

The District is required annually to conduct an audit of its financial records by an Independent Certified Public Accounting Firm.

Trustee Fees

The District bonds will be held and administered by a Trustee. This represents the banks annual fee.

Management Fees

The District receives Management, Accounting and Administrative services as part of a Management Agreement with Governmental Management Services – South Florida, LLC.

## **Tamarac Village Community Development District**

### Computer Time

The District processes all of its financial activities, i.e. accounts payable, financial statements, etc. on a main frame computer leased by Governmental Management Services – South Florida, LLC.

### Telephone

Telephone and fax machine.

### Postage

Mailing of agenda packages, overnight deliveries, correspondence, etc.

### Printing & Binding

Printing and Binding agenda packages for board meetings, printing of computerized checks, stationary, envelopes etc.

### Insurance

The District's General Liability & Public Officials Liability Insurance policy is with a qualified entity that specializes in providing insurance coverage to governmental agencies. The amount is based upon similar Community Development Districts.

### Legal Advertising

The District is required to advertise various notices for monthly Board meetings, public hearings etc in a newspaper of general circulation.

### Other Current Charges

Bank charges and any other miscellaneous expenses that incurred during the year.

### Office Supplies

Miscellaneous office supplies.

### Dues, Licenses & Subscriptions

The District is required to pay an annual fee to the Department of Economic Opportunity for \$175. This is the only expense under this category for the District.



**Title - TR12483 Project Administration Agreement between the City of Tamarac & the Tamarac Village CDD**

A Resolution by the City Commission of the City of Tamarac, Florida approving the Agreement for Project Administration Services between the Tamarac Village Community Development District and the City of Tamarac; authorizing the Mayor to execute the agreement for Project Administration Services; providing for conflicts; providing for severability and providing for an effective date.

**ATTACHMENTS:**

Description	Upload Date	Type
📎 <a href="#">TR 12483 Project Administration Memo</a>	4/29/2014	Cover Memo
📎 <a href="#">TR12483 Resolution</a>	5/5/2014	Resolution
📎 <a href="#">TR 12483 Project Administration Exhibit 1</a>	4/29/2014	Exhibit

**CITY OF TAMARAC  
INTEROFFICE MEMORANDUM  
CITY MANAGER'S OFFICE**

**TO: Michael C. Cernech,  
City Manager**

**DATE: April 28, 2014**

**FROM: Mark Mason,**   
**Director of Financial Services**

**RE: TR12483 Agreement for Project  
Administration Services with  
Tamarac Village CDD**

---

**Recommendation:**

Place the above referenced item on the May 14, 2013 Commission Agenda for approval.

**Issue:**

To enter into an agreement in connection with the completion of the infrastructure improvements within the Tamarac Village Community Development District (TVCCDD).

**Background:**

On June 10, 2013, the City Commission approved Resolution No. R-2013-77 establishing a Land Trust for the property owned by the City of Tamarac along 57<sup>th</sup> Street between 94<sup>th</sup> Avenue and Pine Island Road. The City transferred ownership of the property in August 2013 and again in November 2013 (for the bank building) to be held in trust for the benefit of the City of Tamarac.

On February 26, 2014, the City Commission adopted Ordinance No. O-2014-01 establishing the Tamarac Village Community Development District.

On April 21, 2014, the Tamarac Village Community Development District held its organizational meeting. The Agreement for Project Administration Services was discussed and approved as to content and form by the Board of Supervisors.

The City of Tamarac has had a relationship with Matthews Engineering for over ten (10) years regarding Tamarac Village. Matthews Engineering has completed the preliminary engineering for the Tamarac Village site.

The City of Tamarac has also been awarded a grant from Broward County that will fund \$1,500,000 of the infrastructure improvements.

The Tamarac Village Community Development District will issue certain special assessment bonds from which certain proceeds will be used to acquire or construct certain infrastructure improvements within the district included, but not limited to, water distribution and wastewater

collection system facilities, water management and control facilities, road improvements, and open space, recreation and landscaping improvements.

The Tamarac Village Community Development District is desirous of entering into this Project Administration Agreement for the City to continue with design and construction of the improvements.

### **Fiscal Impact**

There is no fiscal impact with this agreement. The City will manage the design and construction of the improvements at no cost to the District and the District will reimburse/acquire the improvements following the issuance of special assessment bonds for that purpose.

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA APPROVING THE AGREEMENT FOR PROJECT ADMINISTRATION SERVICES BETWEEN THE TAMARAC VILLAGE COMMUNITY DEVELOPMENT DISTRICT AND THE CITY OF TAMARAC; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT FOR PROJECT ADMINISTRATION SERVICES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City Commission approved Resolution No. R-2013-77 establishing the Tamarac Land Trust for the property owned by the City of Tamarac along 57<sup>th</sup> Street between 94<sup>th</sup> Avenue and Pine Island Road; and

**WHEREAS**, the City of Tamarac, through Ordinance No. O-2012-1 on February 26, 2014, created the Tamarac Village Community Development District; and

**WHEREAS**, the City of Tamarac is the beneficiary of the Tamarac Village Land Trust which owns and controls that certain land located with the Tamarac Village Community Development District (District); and

**WHEREAS**, the Tamarac Village Community Development District is desirous and agreeable for the City of Tamarac to continue to manage the design and construction agreements for the infrastructure improvements within the District as set forth in the Agreement for Project Administration Services attached hereto as Exhibit 1; and

**WHEREAS**, the cost of the design and infrastructure improvements will be reimbursed/acquired through the issuance of special assessment bonds by the district.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA:**

**Section 1:** The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct, and are incorporated herein by this reference. All exhibits attached hereto are incorporated herein and made a specific part of this resolution.

**Section 2:** The appropriate City Officials hereby approve and the Mayor is authorized to execute the Agreement for Project Administration Services between the City of Tamarac and the Tamarac Village Community Development District, attached hereto as Exhibit 1.

**Section 3:** All resolutions inconsistent or in conflict herewith shall be and are hereby repealed insofar as there is conflict or inconsistency.

**Section 4:** If any section, sentence, clause, or phrase of this resolution is held to be invalid or unconstitutional by any court of competent jurisdiction, then such holding shall in no way affect the validity of the remaining portions of this resolution.

**Section 5:** This resolution shall become effective upon its passage and adoption by the City Commission.

**PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF TAMARAC,  
FLORIDA THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2014.**

CITY OF TAMARAC FLORIDA

---

HARRY DRESSLER, MAYOR



ATTEST:

---

PATRICIA TEUFEL, CMC  
CITY CLERK

I HEREBY CERTIFY THAT I HAVE  
APPROVED THIS RESOLUTION  
AS TO FORM

---

SAMUEL S. GOREN  
CITY ATTORNEY

**AGREEMENT FOR  
PROJECT ADMINISTRATION SERVICES**

**THIS AGREEMENT FOR PROJECT ADMINISTRATION SERVICES** ("Agreement") is effective as of this \_\_\_\_ day of \_\_\_\_\_, 2014 (the "Effective Date"), by and between **TAMARAC VILLAGE COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, whose address is 5385 N. Nob Hill Road, Sunrise, Florida 33351 (the "District"), and the **CITY OF TAMARAC**, a municipal corporation of the State of Florida, whose address is \_\_\_\_\_, Tamarac, Florida \_\_\_\_\_ (the "City").

**WITNESSETH:**

**WHEREAS** District, a local unit of special purpose government, intends to issue certain special assessment bonds (the "Bonds") in accordance with the Trust Indenture by and between the District and a bonded trustee in accordance with Chapter 75, Florida Statutes (the "Trustee"), as supplemented and amended from time to time (collectively, the "Indenture"), from which certain proceeds will be used to acquire or construct certain infrastructure improvements, including, but not limited to, water distribution system and wastewater collection system facilities, water management and control facilities, road improvements, and open space, recreation, and landscaping improvements (the "Project"); and

**WHEREAS**, the available proceeds of the Bonds will be disbursed on behalf of the District by the Trustee pursuant to the terms of the Indenture and the Bonds; and

**WHEREAS**, District desires to enter into an agreement with City in connection with the completion of the construction of the Project, and City desires to provide, for no compensation, those project administration services described herein and as necessary to complete the Project; and

**WHEREAS**, the coordinated effort of the City and the District is necessary and appropriate to insure that the Project is constructed as intended and planned.

**NOW THEREFORE**, in consideration of the foregoing and the mutual covenants and conditions contained herein, the receipt and adequacy of which consideration are hereby acknowledged, District and City agree as follows:

**ARTICLE 1  
RESPONSIBILITIES OF CITY**

1.1 District hereby authorizes City to and City will perform or cause to be performed the project administration services necessary in connection with the construction of the infrastructure within the scope of the Project, all as such Project is described in that certain Engineer's Report to be presented and approved by the District Board of Supervisors, which, when approved by the Board of Supervisors and as amended and supplemented from time to time, shall be incorporated

into this Agreement by reference and made a part hereof. Such project administration services shall include, without limitation, the services set forth in Exhibit "A" (the "Services").

1.2 With respect to the performance of the Services, City will exercise the degree of skill and judgment commensurate with that normally exercised by the City in performing services of a similar nature on City public infrastructure projects, including compliance with applicable federal, state and local laws, ordinances and regulations.

1.3 Except as otherwise provided herein, City shall have no liability with respect to services, materials or equipment provided by others for the Project under contracts or purchase orders entered into between District and such others including without limitation, contracts and purchase orders, for which City has acted as District's agent or authorized representative.

1.4 Limitations on Authority of City. Notwithstanding anything to the contrary herein, City shall not, without the prior approval of the District, take or attempt any of the following actions:

- 1.4.1 Subject all or any portion of the Project or any property of the District to any mortgage, lien or other encumbrance.
- 1.4.2 Take any action which would cause the district to expend funds or incur liabilities or obligations to a third party except as expressly provided in the Project budget and this Agreement.
- 1.4.3 Except as expressly provided in this Agreement, enter into, on its own behalf or on behalf of the District, any consulting agreement, easement agreement, restrictive covenant, construction contract, and any other agreement encumbering, affecting or otherwise relating to the Project or any portion thereof; or modify, waive any right under, terminate (or accept surrender of) or enforce such agreement (it being understood that all such agreements are to be entered into by the District and shall require the approval and execution of the District).
- 1.4.4 Borrow money or execute any promissory note, evidence of indebtedness guaranty or the like in the name of or on behalf of the District.
- 1.4.5 In the name of the District, commence litigation against or settle claims of any contractor, engineer or other subcontractor, supplier, laborer, or material men relating to the development or construction of the Project.
- 1.4.7 Adjust, settle or compromise claims against District or bring litigation on behalf of the District.
- 1.4.8 Take any other actions in conflict herewith without express instructions by the District.

## **ARTICLE 2 RESPONSIBILITIES OF DISTRICT**

2.1 Once it has obtained construction funding through the issuance of the Bonds, the District will have financial responsibility for payment of all services provided by any consultant, architect or engineer in performance of the conceptual, schematic, preliminary and final designs for the Project, as well as sole financial responsibility for payment for all construction services, labor, materials, equipment, tools, and other work employed, used, or incorporated in connection with construction of the Project. This financial responsibility is limited to the amount of funding available for such purposes pursuant to the Indenture and available proceeds from the Bonds.

2.2 District may furnish City with data and other information available to District which will assist City in performing the Services, in which event City shall be entitled to rely on the accuracy and sufficiency of such data and information.

## **ARTICLE 3 TERM OF PERFORMANCE**

3.1 This Agreement shall be effective as of the Effective Date set forth above and shall terminate ninety (90) days following Project completion, as determined by the District's engineer unless otherwise extended by consent of both parties in writing.

3.2 Following the expiration of this Agreement, City shall, to the extent requested by District, use its best efforts to enforce, on behalf of District, all warranties and guarantees in connection with the Project; cause any and all defective work to be remedied and defective materials and equipment to be replaced; and prosecute any claims against contractors and suppliers on behalf of District. No fee or reimbursement of costs shall be paid to City on account of any of the foregoing services performed by City subsequent to the expiration of this Agreement.

## **ARTICLE 4 DISTRICT PROJECT**

4.1 District anticipates procuring components of the District Project through a combination of one or more procurement processes, as may be determined to be in the best interest of the District, as further defined below and in accordance with the procurement codes, rules and regulations of the City:

4.1.1 Purchase of completed improvements of the Project pursuant to one or more acquisition agreements with a developer of property within the District ("Developer") (hereinafter referred to as "Procurement via Acquisition Agreement");

4.1.2 Purchase of partially completed improvements from Developer, acceptance of assignment of one or more contracts and subsequent completion of portions of Project by District under assigned contracts (hereinafter referred to as "Procurement via Partial Assignment and Completion"); or

- 4.1.3 Direct construction of components of Project under contracts entered into by the District (hereinafter referred to as “Procurement via District Execution”).

## **ARTICLE 5 COMPENSATION**

5.1 No fees shall be paid to City by District for the Services based upon any of the procurement methods employed by the District in Article 4 of this Agreement or for any of the Services furnished by City in connection with the Project. City shall be entitled to certain reimbursable costs in accordance with the Indenture and which have been approved in advance by the District Manager of the District.

## **ARTICLE 6 DOCUMENTS**

6.1 All rights in and title to all plans, drawings, specifications, concepts, designs, reports or other tangible work product originally developed by City pursuant to this Agreement shall be public records unless otherwise exempt from disclosure pursuant to Florida law.

6.2 All books, records, accounts and other information relating to the Project and required to be maintained by City hereunder shall be the property of District. Upon request of District, or upon termination of this Agreement, City shall immediately deliver to District all books, records, accounts, and other information relating to the Project, including all correspondence, without any charge or expense to District. City may retain a copy of all such information at its sole cost and expense.

## **ARTICLE 7 FORCE MAJEURE**

7.1 No party shall be considered in default in the performance of any of its obligations hereunder to the extent that the performance of such obligations, except the payment of money, is prevented or delayed by any cause, existing or future, beyond the reasonable control of the affected party or by a strike, lockout or other labor difficulty (hereafter referred to as “Force Majeure”). Nothing herein contained shall be construed as requiring any of the parties to accede to any demands of labor or labor unions, suppliers or others not a party hereto which that party considers unreasonable. However, suspensions of City’s services or the Project as a result of any strikes, lockouts or other labor difficulties shall be subject to the provisions of Article 8 of this Agreement.

7.2 Each party hereto shall give notice promptly to the others of the nature and extent of any event of Force Majeure claimed to delay or prevent its performance under this Agreement.

**ARTICLE 8  
SUSPENSION OR TERMINATION**

8.1 Anything in this Agreement to the contrary notwithstanding, District shall, in its sole discretion and with or without cause, have the right to suspend or terminate this Agreement upon thirty (30) days prior written notice to City. In the event of termination, District shall have no liability whatsoever to City.

**ARTICLE 9  
INDEMNIFICATION**

9.1 The District and the City are political subdivisions of the State of Florida subject to the limitations contained in section 768.28, Florida Statutes, and each party shall be fully responsible for acts and omissions of its 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 Any notice provided for or required hereunder shall be deemed given and, unless otherwise provided herein, effective when delivered personally to an officer or designated representative of the party to be served, when deposited in the United States mail in a sealed envelope with postage thereon prepaid, sent by registered or certified mail, return receipt requested and addressed to the appropriate party at the address set forth below or such other address as may be designated by a party hereto by notice given as aforesaid, or when transmitted by wire to the appropriate party at any such address (a confirming letter shall also be mailed to the appropriate party of the same date):

To District via  
District Manager: Tamarac Village Community Development District  
Governmental Management Services - South Florida, LLC  
5385 N. Nob Hill Road  
Sunrise, Florida 33351  
Attention: Rich Hans

With copy to: Billing, Cochran, Lyles, Mauro & Ramsey, P.A.  
SunTrust Center, 6<sup>th</sup> Floor  
515 East Las Olas Boulevard  
Fort Lauderdale, Florida 33301  
Attention: Dennis E. Lyles, Esq.

To City: City of Tamarac  
\_\_\_\_\_  
Tamarac, Florida  
Attention: City Manager

With copy to: Goren, Cherof, Doody & Ezrol, P.A.  
3099 East Commercial Boulevard, Suite 200  
Fort Lauderdale, Florida 33308  
Attention: City Attorney, City of Tamarac.

10.2 This Agreement is made in and shall be construed and interpreted in accordance with the laws of the State of Florida.

10.3 This Agreement shall not be assigned by City without the express written consent to the District.

10.4 If any of the provisions of this Agreement are held to be unenforceable or invalid by a court of competent jurisdiction, the validity and enforceability of the remaining provisions shall not be affected thereby, but District and City shall negotiate an equitable adjustment in such provisions if necessary to effectuate the purpose of this Agreement.

10.5 This Agreement constitutes the entire agreement between the parties relating to the subject matter hereof and supersedes any previous agreements or understandings with respect thereto. It may be modified only in writing signed by the parties with the same formalities as this Agreement.

10.6 It is understood and agreed that City is acting as District's agent in the performance of its Services under this Agreement.

10.7 Notwithstanding that this Agreement may have been prepared by one of the parties hereto, in the event it is necessary to construe this Agreement, it shall be construed without reference to or given any benefit one way or the other, to which party may have prepared this Agreement.

10.8 This Agreement contains all the representations and warranties made by District or City.

10.9 Limitation of Liability: Notwithstanding anything to the contrary herein, no member, partner, shareholder or other District, or officer, director or employee, of District shall be personally liable to City in any manner or to any extent under or in connection with this Agreement of any claims or judgments against District. For purposes of the foregoing, no obligation of a member, partner, shareholder or other District of District to contribute, loan or otherwise advance capital to District (whether by reason of a negative capital account or otherwise) shall at any time be deemed to be an asset of District (and neither City nor any of its successors or assigns shall have any right to collect, enforce or proceed against or with respect with any such obligation). District shall have no liability for any period during which District

does not hold title to the Property. The limitations of liability provided in this section are in addition to, and not in limitation of, any limitations on liability applicable to District provided by law or by any other contract, agreement or instrument.

**IN WITNESS WHEREOF**, the parties hereto execute this Agreement and further agree that it shall take effect as of the date first above written.

Attest

**TAMARAC VILLAGE COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Secretary/Assistant Secretary

By: \_\_\_\_\_  
Chairman/Vice-Chairman

\_\_\_\_\_ day of April, 2014

**CITY OF TAMARAC**, a Florida municipal  
corporation

WITNESSES:

BY: \_\_\_\_\_  
HARRY DRESSLER, MAYOR

\_\_\_\_\_  
\_\_\_\_\_  
Print Name

\_\_\_\_\_  
\_\_\_\_\_  
Print Name

ATTEST:

\_\_\_\_\_  
PATRICIA TEUFEL, CITY CLERK

APPROVED AS TO FORM.

\_\_\_\_\_  
SAMUEL S. GOREN, CITY ATTORNEY



<p style="text-align: center;"><b><u>EXHIBIT A</u></b> <b><u>SCOPE OF SERVICES</u></b></p>
--

The City's general responsibility is to oversee the execution and completion of the Project in accordance with budgets, schedules, policies and procedures established by the District. The City acts on behalf of District to manage the work for the overall Project in its entirety.

The scope and responsibilities of the City shall include the following:

**Program Planning**

- Develop process and means by which the District shall procure each component of the Project.

**Technical Services**

- Manage consultants and contractors engaged by the District to design, permit, construct, inspect, convey and warrant the various Project components.
- Monitor value engineering.
- Supervise land acquisition process to assure required rights-of-way and easements are acquired in a timely manner.

**Scheduling & Budgeting**

- Develop, maintain and enforce adopted schedules and budgets for completion of each of the Project components on schedule and within budget.

**Fiscal Management**

- Establish job cost accounting systems.
- Establish and maintain cost reporting system to track District Project expenditures relative to cost estimates and budgets.
  - Administer the requisition process for disbursements of payments from funds made available for such purpose under the Indenture and the Bonds and in accordance with their requirements and the requirements of any acquisition agreement(s), funding agreement(s), assignment(s), and assigned contracts, and as further directed by the District Manager of the District. Coordinate the requisition process with the Trustee. Request certificates required for such payments from the District's engineer and others. Prepare supportive information as requested by District related to Construction Fund disbursements.

#### Reporting to District Board and Staff

- Develop and administer reporting process to assure high level of communication with District's Board and staff on all Project matters.
- Prepare and process various administrative documents, including but not limited to the following:
  - Requests for authorization to the District's Board of Supervisors
  - Authorizations and agreements for services
  - Purchase orders and contract change orders

#### Procurement

- Assist as required in the process of identifying, bidding, selecting and contracting parties to provide professional services and perform construction work for District in accordance with the any pertinent Rules of Procedure of the District, codes of the City, and in accordance with applicable law.

#### Contract and Construction Management

- City shall assist District's manager and District's legal counsel and other professionals associated with the District in the preparation of agreements and contracts, including preparation of work scopes and specifications.
- City shall perform the following services throughout the duration of field activities of the construction contractors:
  - Conduct pre-construction conferences
  - Supervise the project site and its associated on-property access roads, parking areas, storage and staging areas, and off-property traffic routes.
  - Provide for personnel at the project site, including third party engineers and inspectors, with the authority to accomplish the objectives of the District.

#### Final Acceptance, Turnover and Conveyances






- Notify contractors upon closeout of any deficiencies and compile all punch lists and certify when those items have been completed or corrected.
- Participate in settlement of any claims arising in connection with completion of the Project.
- Obtain as-built drawings for permanent records upon project completion.
- Conduct a final inspection of the project and coordinate final acceptances and final payments with contractors.
- Coordinate and complete final conveyance and acceptance of improvements to appropriate governmental bodies as contemplated by the Project.



### **Title - TR12484 - Third Amendment to the BSO Agreement**

A Resolution by the City Commission of the City of Tamarac, Florida approving the Third Amendment to the Law Enforcement Services Agreement between the City of Tamarac and the Broward Sheriff's Office; authorizing the appropriate City Officials to execute the Third Amendment to the agreement for Police Services; providing for conflicts; providing for severability and providing for an effective date.

#### **ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
 <a href="#">TR12484 BSO Agreement Memo</a>	4/28/2014	Cover Memo
 <a href="#">TR12484 Reso</a>	5/7/2014	Resolution
 <a href="#">TR12484 BSO Agreement -3rd Amendment - Exhibit 1</a>	4/28/2014	Exhibit
 <a href="#">TR12484 BSO Amendment - Revised Exhibit A</a>	4/28/2014	Exhibit
 <a href="#">TR12484 BSO Agreement - Exhibit B</a>	4/28/2014	Exhibit

**CITY OF TAMARAC**  
**INTEROFFICE MEMORANDUM**  
**CITY MANAGER'S OFFICE**

**TO: Michael C. Cernech,**  
**City Manager**

**DATE: April 28, 2014**

**FROM: Mark Mason,**   
**Director of Financial Services**

**RE: TR12484 Third Amendment /**  
**BSO Agreement**

---

**Recommendation:**

Place the above referenced item on the May 14, 2014 Commission Agenda for approval.

**Issue:**

To provide one additional Community Service Aid to support a position assigned to City Hall.

**Background:**

The City entered into the existing agreement on December 8, 2010. At that time, the prior agreement was modified to reflect the addition of two School Resource Officers to the staffing complement. The agreement provides for police services through September 30, 2015. The present staffing structure, including Amendment 1 and Amendment 2, is as follows;

**Staffing Complement:**

1	District Chief
2	Executive Officer/Lieutenant
8	Sergeants
70	Deputy Sheriffs (including 2 SROs)
2	Red-Light Program – 1 Motorcycle Deputy and 1 Community Service Aide
13	Community Service Aides
2	Clerical Assistants
1	Administrative Support Specialist
1	Crime Analyst

Following the addition a Community Service Aid as outlined in Amendment 3 and included as Exhibit A, the New Staffing Complement will be as follows:

1	District Chief
2	Executive Officer/Lieutenant

8	Sergeants
71	Deputy Sheriffs (including 2 SROs)
2	Red-Light Program – 1 Motorcycle Deputy and 1 Community Service Aide
14	Community Service Aides
2	Clerical Assistants
1	Administrative Support Specialist
1	Crime Analyst

Minimum Staffing: Will remain the same at 20 sworn deputies on shift during each 24 hour period, while retaining the flexibility to adjust staffing levels for individual shifts based on the deployment needs of the City.

Cost: Will increase the overall annual cost of BSO services by a minimum of \$74,919. The general conditions (Exhibit B) do not change.

### **Fiscal Impact**

Budgetary impact estimated at \$13,210,052, annualized for FY2014 including Amendment 2, with costs to be determined annually during the budget process. It is anticipated that funding associated with this amendment will be covered by vacancy credits that will occur in FY 2014 and the budget will be evaluated at year end for potential adjustment, if necessary, in the second amendment.

**RESOLUTION NO. \_\_**

**A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA APPROVING THE THIRD AMENDMENT TO THE LAW ENFORCEMENT SERVICES AGREEMENT BETWEEN THE CITY OF TAMARAC AND THE BROWARD SHERIFF'S OFFICE; AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE THE THIRD AMENDMENT TO THE AGREEMENT FOR POLICE SERVICES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Tamarac contracts for police services with the Broward Sheriff's Office; and

**WHEREAS**, the City of Tamarac is desirous of maintaining a high level competent professional police service in conjunction and harmony with its policies of sound, economical management; and

**WHEREAS**, the City of Tamarac, through Resolution No. R-2010-146 approved on December 8, 2010, entered into the existing agreement between the City of Tamarac and the Broward Sheriff's Office for Police Services for a 5 year term commencing on October 1, 2010; and

**WHEREAS**, the City of Tamarac, through Resolution No. R-2012-124 on November 14, 2012, amended the agreement in order to provide an elevated level of police services by revising the staffing complement by adding five additional deputies and one administrative staff; and

**WHEREAS**, the City of Tamarac, through Resolution No. R-2013-101 on September 25, 2013, amended the agreement in order to provide staffing for the City's Red-Light Camera Program by revising the staffing complement by adding one additional motorcycle deputy and one Community Service Aide; and

**WHEREAS**, the City of Tamarac and the Broward Sheriff's Office wish to revise the staffing complement as outlined in Amendment 3, attached hereto as Exhibit 1; and

**WHEREAS**, the Assistant City Manager and the Director of Financial Services recommend the approval and execution of the Third Amendment to the Law Enforcement Service Agreement; and

**WHEREAS**, the City Commission of the City of Tamarac deems it to be in the best interest of the citizens and residents of the City of Tamarac to approve and authorize the appropriate City officials to execute the Third Amendment to the Law Enforcement Service Agreement between the City of Tamarac and the Broward Sheriff's Office for a period to be effective through September 30, 2015.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA:**

**Section 1:** The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct, and are incorporated herein by this reference. All exhibits attached hereto are incorporated herein and made a specific part of this resolution.

**Section 2:** The appropriate City Officials hereby approve and are authorized to execute the Third Amendment to the Law Enforcement Service Agreement between the City of Tamarac and the Broward Sheriff's Office, attached hereto as Exhibit 1.

**Section 3:** All resolutions inconsistent or in conflict herewith shall be and are hereby repealed insofar as there is conflict or inconsistency.

**Section 4:** If any section, sentence, clause, or phrase of this resolution is held to be invalid or unconstitutional by any court of competent jurisdiction, then such holding shall in no way affect the validity of the remaining portions of this resolution.

**Section 5:** This resolution shall become effective upon its passage and adoption by the City Commission.

**PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF TAMARAC,  
FLORIDA THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2014.**

CITY OF TAMARAC FLORIDA

\_\_\_\_\_  
HARRY DRESSLER, MAYOR

ATTEST:

\_\_\_\_\_  
PATRICIA TEUFEL, CMC  
CITY CLERK

I HEREBY CERTIFY THAT I HAVE  
APPROVED THIS RESOLUTION  
AS TO FORM

\_\_\_\_\_  
SAMUEL S. GOREN  
CITY ATTORNEY



**THIRD AMENDMENT**  
**TO LAW ENFORCEMENT SERVICE AGREEMENT**  
**BY AND BETWEEN**  
**THE CITY OF TAMARAC AND BROWARD SHERIFF'S OFFICE**

THIS THIRD AMENDMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2014 by and between the City of Tamarac, a municipal corporation organized and existing under the laws of the State of Florida, which municipality is fully located within the boundaries of Broward County, Florida (hereinafter referred to as "CITY") and the Broward Sheriff's Office (hereinafter referred to as "BSO").

**WITNESSETH:**

**WHEREAS**, on or about December 8, 2010, the CITY contracted with BSO to provide law enforcement services to the CITY ("Original Agreement"); and

**WHEREAS**, on or about November 14, 2012, the Parties entered into a First Amendment to add six personnel; and

**WHEREAS**, on or about September 25, 2013, the Parties entered into a Second Amendment to add two positions to handle the Red-Light Camera Program; and

**WHEREAS**, the CITY desires to amend the staffing structure by adding one (1) Community Service Aide; and

**NOW THEREFORE**, in consideration of the sums hereinafter set forth and for other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, it is agreed as follows:

**Section 1.** The above recitals are true and correct and incorporated herein.

**Section 2.** Commencing on \_\_\_\_\_, 2014, the staffing structure shall be increased by one (1) Community Service Aide with the Consideration increased accordingly to account for the additional staffing resulting in a revised Exhibit A, which is attached and incorporated herein.

**Section 3.** Except as amended herein, all other provisions of the Agreement, as amended, shall remain in full force and effect.

**THIRD AMENDMENT TO LAW ENFORCEMENT SERVICE AGREEMENT BY AND  
BETWEEN THE CITY OF TAMARAC AND BROWARD SHERIFF'S OFFICE**

**IN WITNESS WHEREOF**, the parties hereto have caused this instrument to be executed the date(s) indicated below.

**BROWARD SHERIFF'S OFFICE**

\_\_\_\_\_  
SCOTT J. ISRAEL  
Sheriff

Date: \_\_\_\_\_

Approved as to form and legal sufficiency  
subject to execution by the parties:

\_\_\_\_\_  
RONALD M. GUNZBURGER,  
General Counsel

Date: \_\_\_\_\_

**CITY OF TAMARAC**

\_\_\_\_\_  
HARRY DRESSLER, Mayor

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
PATRICIA TEUFEL, CMC, City Clerk

Date: \_\_\_\_\_

Approved as to form and legal sufficiency

\_\_\_\_\_  
CITY ATTORNEY

Date: \_\_\_\_\_

**REVISED EXHIBIT A****SPECIAL TERMS AND CONDITIONS**

The following Special Terms and Conditions have been agreed upon by and between the CITY and BSO:

CITY:	City of Tamarac
EFFECTIVE DATE:	October 1, 2010
FIRST YEAR:	October 1, 2010 – September 30, 2011
TERM:	October 1, 2010 – September 30, 2015
RENEWAL OPTION:	Renewable for one (1), five (5) year term upon the City and BSO agreeing to such renewal and the terms and conditions thereto.
CITY BOUNDARIES:	As incorporated
STAFFING STRUCTURE:	<div> 1 District Chief  2 Executive Officer/Lieutenant  8 Sergeants  70 Deputy Sheriffs (including 2 SROs)  2 Red-Light Program – 1 Motorcycle  Deputy and 1 Community Service Aide  14 Community Service Aides  2 Clerical Assistants  1 Administrative Support Specialist  1 Crime Analyst </div> <hr/> 101
MINIMUM STAFFING:	20 sworn personnel in a twenty-four hour period
CONSIDERATION:	

First Year Annualized	\$ 13,210,052
Monthly Consideration	\$ 1,100,838
Aggregate Not To Exceed	\$ 13,210,052
Fiscal Year 2014 Monthly Payments:	
October 2013 – September 2014	\$1,094,594.42
June through September 2014	\$1,100,838
POLICE HEADQUARTERS ADDRESS:	7515 NW 88 <sup>th</sup> Avenue Tamarac, FL 33321
FACILITIES ADDRESSES:	7515 NW 88 <sup>th</sup> Avenue Tamarac, FL 33321
CODE ENFORCEMENT:	<del>YES</del> OR <input checked="" type="radio"/> NO
FUEL SITE:	<input checked="" type="radio"/> YES OR <del>NO</del>
NOTICE CITY ADDRESS::	Michael C. Cernech, City Manager City of Tamarac 7525 NW 88 <sup>th</sup> Avenue Tamarac, FL 33321  With a copy to the City Attorney at the same address.
Additional Services	n/a

## **EXHIBIT B**

### **POLICE SERVICES GENERAL CONDITIONS**

#### **1. DEFINITIONS**

The following terms when used in this Agreement, including its preamble and recitals, shall, except where the context otherwise requires, have the following meanings (such meanings to be equally applicable to the singular and plural forms thereof):

- a. Agreement. "Agreement" shall mean this Agreement for Police Services between the CITY and BSO, including all exhibits.
- b. Applicable Laws. "Applicable Laws" shall mean all provisions of constitutions, statutes, laws, rules, ordinances, regulations, charters and orders of governmental bodies or regulatory agencies applicable to the subject matter.
- c. BSO. "BSO" shall mean the duly elected and qualified Sheriff of Broward County, Florida.
- d. CITY. "CITY" shall mean the City that has contracted with BSO for Police Services pursuant to this Agreement and is identified in the Special Terms and Conditions.
- e. CITY Boundaries. "CITY Boundaries" shall mean the area within the municipal boundaries of the CITY, as shown in the Special Terms and Conditions of this Agreement.
- f. City Manager. "City Manager" shall mean the duly appointed and validly existing City Manager of the CITY. In the absence of the City Manager, the Assistant City Manager or person acting in the capacity of City Manager shall have the same authority as that of the City Manager.
- g. Consideration. "Consideration" shall mean the monthly payment and other amounts payable by the CITY hereunder in consideration of the Services performed by BSO, as set forth herein.
- h. District. "District" shall mean (a) the CITY Boundaries, or (b) the Annexed CITY Boundaries on the date the CITY's annexation plan becomes effective after the Florida Legislature approves such annexation plan, provided BSO has received the required notification thereof as set forth herein (c) any additional geographic area to be serviced by the District employees based upon a mutual written agreement of the CITY and BSO.
- i. District Chief. "District Chief" shall mean the individual responsible for supervising all law enforcement employees and law enforcement activities within the CITY. The District Chief shall be the rank of Captain. The District Chief will serve as the liaison between CITY and BSO.
- j. District Employees. "District Employees" shall mean BSO employees permanently assigned to the District who possess the necessary qualifications and experience to

provide police and support services, and all other BSO employees and all other Persons contracted by BSO, each of whom will, from time to time, provide the police services to the CITY.

- k. **Effective Date.** "Effective Date" shall mean the date in which the Agreement is to commence. The Effective Date is set forth in the Special Terms and Conditions of this Agreement.
- l. **Facilities.** "Facilities" shall mean that portion of the Police Headquarters which is used by BSO and any additional facilities that are owned by the City and used by BSO on a permanent basis to provide police services. The Facilities are listed in the Special Terms and Conditions of this Agreement.
- m. **Lien.** "Lien" shall mean any lien, security interest, pledge, mortgage, easement, leasehold, assessment, covenant, restriction, reservation, conditional sale, prior assignment, or any other encumbrance, claim, burden or charge of any nature whatsoever.
- n. **Patrol Zone** shall mean the geographic areas within the District, as mutually agreed upon by the District Chief and the City Manager, in which Patrol Deputy Sheriffs are assigned.
- o. **Police Headquarters.** "Police Headquarters" shall mean the premises in which the BSO command staff assigned to the CITY maintains their offices. The address of the Police Headquarters is set forth in the Special Terms and Conditions of this Agreement.
- p. **Police Services.** "Police Services" shall mean the aggregate of all police related services provided by BSO pursuant to this Agreement.
- q. **Renewal Option.** "Renewal Option" shall mean the time period that the agreement may be extended; the number of extensions and the means to exercise such option, as set forth in the Special Terms and Conditions of this Agreement.
- r. **Term.** "Term" shall mean the length of this Agreement and any extensions thereto.
- s. **Uniformed Deputy.** "Uniformed Deputy" shall mean a uniformed Deputy Sheriff employed by BSO who patrols the District.

## 2. **STAFFING**

- a. **Structure.** The staffing structure for the District shall be as set forth in the Special Terms and Conditions of this Agreement and may be modified as set forth herein. The Staffing Structure will not be modified except through a written amendment to this Agreement executed by both the CITY and BSO with the same formalities as set forth herein.
- b. **Deployment.** BSO shall have the discretion to deploy the staff as necessary to meet the goals and objectives of the CITY. The District Chief will keep the City Manager informed of the deployment of such personnel through weekly staff meetings and as requested by the City Manager.

The District Chief's discretion regarding the deployment of the personnel shall be exercised with the intent of providing the most effective police services to the CITY

pursuant to the terms and conditions of this Agreement. The District Chief will keep the City Manager informed of the deployment of such personnel through weekly staff meetings and as requested by the City Manager. During such meetings, the City Manager and District Chief will discuss the results of previous deployments, alternative deployment strategies and the benefits and risks associated with each strategy.

- c. **Minimum Staffing.** BSO will provide to the CITY a minimum number of deputy sheriffs to patrol the CITY in a twenty-four (24) hour period. The minimum number of deputies will be set forth in the Special Terms and Conditions of this Agreement.
- d. **Employment Standards.** BSO shall be responsible for setting employment standards (i.e. hiring, discipline, training) for District Employees consistent with BSO agency standards. BSO is committed to providing the CITY with highly skilled law enforcement personnel to provide police services to the CITY.
- e. **Employment Responsibilities.** All Employees shall be and remain BSO employees, and such employees shall not be considered employees of the CITY for purposes of pension benefits, insurance benefits, civil service benefits, compensation and/or any status or right. Accordingly, the CITY shall not be called upon to assume any liability for or direct payment of any salaries, wages, or other compensation, contributions to pension funds, including City Plan contributions for those employees that elected to remain in the City Plan, insurance premiums, workmen's compensation (Chapter 440, Florida Statutes), vacation or compensatory time, sick leave benefits or any other amenities of employment to any District Employee whatsoever, arising out of BSO's employment of such Persons and such Persons' performance of the Services. The CITY and BSO understand and acknowledge that all costs, including the employment related costs, are included in the consideration payable by the CITY to BSO in accordance with this agreement. Notwithstanding anything to the contrary contained herein, CITY shall continue to be responsible for any claims attributed to employees previously employed by the CITY who were recognized in the initial agreement between BSO and the CITY for law enforcement services provided that such causes of action were incurred during the time the employees were previously employed by the CITY.
- f. **Staffing Review and Modifications.** As part of the CITY's annual budgetary process, BSO shall evaluate the Staffing requirements for the CITY to determine if the current staffing level and composition adequately meets the City's goals and objectives. If BSO believes the staffing requirements need to be adjusted, BSO will provide staffing recommendations to the City Manager for review. If both parties agree to the recommended staffing changes, this Agreement shall be re-opened for negotiations regarding its terms and conditions as they relate to the staffing and the Agreement shall be modified accordingly through an amendment executed by both the CITY and BSO with the same formalities as contained herein.

In addition to the annual review, the District Chief shall have the right to request staffing adjustment at any time during the year. Upon making such request to the City Manager, the District Chief and City Manager will meet and discuss the need for such adjustment. If the City Manager and District Chief agree upon the need for the staffing adjustment, a formal amendment will be prepared and presented to the Sheriff and City Commission for approval and signature.

In the event the CITY and BSO do not agree upon the Staffing Structure adjustments after good faith negotiations and such unresolved adjustments impact the safety of BSO employees or the public, either the CITY or BSO may proceed pursuant to the dispute resolution procedures set forth herein.

- g. **Transfers – BSO's Rights.** BSO shall have the right to transfer any Employee out of the District, for any of the following reasons:
- a. An Employee requests a transfer in order to accept a promotion or special assignment which has been offered to the Employee based upon the Employee's special qualifications or career path.
  - b. Disciplinary reasons.
  - c. Failure of an Employee to meet BSO performance standards.
  - d. The Employee requests a transfer. BSO shall have the right to transfer employees that request a transfer out of the District, however the number of employees that are transferred for such reason shall not exceed three percent (3%) of the total staffing structure annually as set forth the Special Terms and Conditions of this Agreement, unless approved by the City Manager. There shall be no limit on the number of transfers made pursuant to subsections a, b, and c of this subsection of the Agreement.

Authorization of the City Manager shall be required for the transfer of an Employee out of the District for any reason not stated above. Authorization of the City Manager must also be obtained for the transfer of an Employee out of the District for Employee requested transfers under subsection d. above for those Employees that are not on the Active Transfer Request List, and transfers for any reason not stated above. The authorization of the City Manager shall not be unreasonably withheld.

Notwithstanding the above provisions, the transfer of the District Chief shall be governed by specific provisions related to the District Chief as set forth herein.

- h. **Transfers – City Right.** Except for the District Chief, which is covered in Section 9 of these General Terms and Conditions, the City Manager shall have the right to request the transfer of BSO personnel out of the CITY, which shall not be arbitrary or capricious. The request must be sent to the District Chief in writing setting forth the name of the employee, employee's rank and the reason for the request. The request must be approved in writing by BSO, however such approval shall not be unreasonably withheld. If BSO approves the request, the employee will be transferred out of the District as soon as reasonably possible, which will be based upon many factors including, but not limited to, BSO having a vacant position elsewhere within the agency to place the transferred employee that matches the qualifications of the employee and the requirements of the position.
- i. **Transfers – Layoffs.** Notwithstanding anything herein to the contrary, transfers in and out of the District may result from employees exercising seniority rights pursuant to the collective bargaining agreement in the event of layoffs at the Broward Sheriff's Office.
- j. **Replacements.** If an Employee is transferred out of the District, a replacement must be approved by the City Manager prior to the transfer of the Employee out of the District. The CITY understands and acknowledges that the transferred Employee may



be transferred out of the District prior to the replacement commencing services within the District, provided the replacement has been approved by the City Manager and the replacement commences services within a reasonable period of time, not to exceed thirty (30) days. The approval of the City Manager shall not be unreasonably withheld.

- k. **Staffing Continuity.** The CITY and BSO recognize the importance of combining the efforts and resources of BSO, the CITY and community members in order to have a positive impact on reducing neighborhood crime, helping to reduce any community's fears regarding crime and thus enhancing the quality of life throughout the CITY. It is further recognized that such a collaborative effort requires law enforcement personnel that have intimate knowledge of the community. In furtherance of such objective, BSO will make every reasonable effort to maintain the continuity of BSO law enforcement personnel assigned to the District, subject to the transfer provisions set forth herein and to develop and implement community policing initiatives.
- l. **Education.** The parties acknowledge the importance of the District Employees' knowledge of the general make-up of the CITY and its geographic areas, its industrial, business, and residential composition, its City Code of Ordinances, and its crime problems. BSO shall offer appropriate continuing education to assure that all District Employees are acquainted with the District's general make-up, geographic areas, industrial, business, City's Code of Ordinances and residential composition and its crime problems. Upon enactment, the CITY shall forward to the District Chief a copy of new ordinances for training and enforcement purposes.

### 3. **ASSIGNMENT OF POLICE POWERS**

The CITY does hereby vest in each sworn District Deputy Sheriff of BSO the police powers of the CITY which are necessary to implement and carry forth such law enforcement services, for the sole and limited purpose of giving official and lawful status and validity to the performance thereof by such sworn deputies. Each sworn District Deputy Sheriff of BSO so empowered hereby and engaged in the performance of the law enforcement services shall be deemed to be a sworn officer of the CITY while performing such law enforcement services. Accordingly, such sworn District Deputy Sheriff of BSO are hereby vested with the power to enforce the ordinances of the CITY, to make arrests incident thereof and to do such other things and to perform such other acts as are necessary with respect thereto.

### 4. **QUARTERLY GOALS AND OBJECTIVES**

On a quarterly basis (on or about October 1<sup>st</sup> and January 1<sup>st</sup>, April 1<sup>st</sup> and July 1<sup>st</sup>) or as requested by the City Manager, the District Chief shall meet with the City Manager to discuss law enforcement activities within the City occurring during the previous three (3) month period. At such meeting, the District Chief will present the City Manager with information regarding the following:

- a. Calls for service by time of day, geographic location, date and type of call;
- b. Reported incidents, criminal and non-criminal;
- c. Number and types of arrests;
- d. Traffic crashes;
- e. Traffic citations;
- f. Staffing and Transfers;

- g. Vacancy Credits;
- h. Grant Review;
- i. Community Policing Initiatives;
- j. Code Compliance Initiatives;
- k. Response time reports, citizen complaints and their status/disposition;
- l. BSO's Year-To-Date Budget Versus Actual Cost - Line Item Report, which will include, but not necessarily be limited to, the budgeted amount, expenditures, encumbrances and remaining balance for each line item within the budget. The City Manager may reasonably request documentation necessary to substantiate any of the costs included on such Report; and
- m. Any additional information requested by the City Manager.

Based upon the information presented by the District Chief to the City Manager, the District Chief, in concert with BSO command, and the City Manager will review the law enforcement goals and objectives of the CITY, the staffing requirements to meet the goals and objectives and the general strategies to achieve such goals and objectives. Thereafter, BSO will develop and implement operational initiatives to further such goals and objectives.

## 5. **REPORTS**

In recognition of the CITY's need to be informed of BSO's activities, BSO's District Chief and the City Manager will develop a mutually agreed upon reporting format(s) and reporting period(s), whereby BSO will report its activities to the City Manager. At any time during the term of this Agreement, the City Manager shall have the right to make reasonable modifications to the reporting format(s), reporting content, and reporting period(s).

BSO shall provide to CITY in June of each fiscal year, a report on BSO's performance in light of the established goals and objectives. The format and content of the Annual Report made to the CITY by the District Chief will be mutually agreed upon by BSO and the City Manager.

## 6. **CONSIDERATION**

- a. For the period from the Effective Date through the end of the First Fiscal Year, as defined in the Special Terms and Conditions, the annualized consideration amount and the monthly payment amount for police services shall be as set forth in the Special Terms and Conditions, payable on the 1<sup>st</sup> of each month.
- b. For fiscal year beyond the First Fiscal Year, BSO will submit a proposed budget to the CITY on or before the preceding May 1st. The budget will have a summary of major classifications (Personnel Services, Operating Expenses, Capital Outlay, etc.), an estimated average cost per staffing category and any overhead costs that are being considered. The CITY and BSO will negotiate in good faith any adjustments to the Consideration. If the CITY and BSO are unable to reach an agreement regarding the consideration on or before May 31st, either the CITY or BSO may proceed pursuant to the dispute resolution procedures set forth in Section 17 of these General Terms and Conditions. The parties recognize and acknowledge that time is of the essence in resolving this issue. Therefore, the parties agree that final resolution must be reached on or before June 30<sup>th</sup>.

- c. If BSO and the CITY are able to reach an agreement regarding the consideration, the CITY will pay BSO the consideration in twelve (12) equal monthly installments, payable on the first of each month.
- d. BSO shall reimburse or provide a credit to the CITY for any payment received from the Broward County School Board for School Resource Deputies.
- e. The CITY and BSO understand and acknowledge that staffing vacancies will occur throughout the term of this Agreement; however it is the intent of both the CITY and BSO to work cooperatively towards reducing vacancies and thus increasing the number of deputies working within the District.
- f. BSO shall provide the CITY with full staffing. The CITY shall be entitled to a credit for any vacancies that occur during the fiscal year, except as provided in this Section 6 of the General Terms and Conditions. A vacancy occurs when a deputy or employee absence results in a salary savings to BSO. The CITY'S credit shall be calculated using the average step of the staff assigned to the District as of the October 1<sup>st</sup> for the applicable fiscal year plus FICA and pension.
- g. The credit shall be calculated on a quarterly basis for each fiscal year following the quarter in which the vacancy occurs.
- h. BSO shall have the right to temporarily fill any vacancy within the CITY, through temporary staffing, provided the vacant position is filled by a BSO employee that possess skills, training and experience at least equivalent to the absent BSO Employee. BSO will educate any temporary staff assigned to the District with respect to the general make-up of the CITY and its geographic areas, its industrial, business and residential composition and its crime trends. The CITY shall be entitled to a vacancy credit for any vacancy, unless the vacant position is temporarily filled through temporary staffing. Such temporary staffing shall be a direct offset to the vacancy credit that would have occurred if such temporary staffing had not been assigned.
- i. The parties recognize that the CITY has no right of setoff or to reduce the consideration payable to BSO by amounts in dispute absent a mutual written agreement of the parties. The parties further recognize that the consideration as determined pursuant to this Agreement shall not be modified, unless otherwise agreed to in writing by the parties.
- j. In the event BSO subsequently enters into an agreement for police services with another municipality in which the terms and conditions related to the Consideration are more favorable to the CITY than those set forth herein, BSO will provide the CITY with written notice of such agreement. Within ninety (90) calendar days after the CITY's receipt of BSO written notice, the CITY may request that the terms and conditions related to the consideration payable under this Agreement be re-opened to negotiations based upon the consideration terms and conditions set forth in the other agreement; however it is understood and agreed that the service level may need to be adjusted to account for any consideration shortfall resulting from the initial transition to the consideration language of the other agreement. The mutually agreed upon revised terms and conditions must be formalized in an amendment to this Agreement executed by the CITY and BSO.
- k. The CITY and BSO understand and acknowledge that the funding for E-911 communications/dispatch services is at risk of being cut by Broward County as

evidenced by the May 14, 2010 memorandum from Bertha Henry, County Administrator, to the Mayor and Board of County Commissioners regarding "Funding Public Safety E911 Dispatch Operations". BSO and the CITY understand and acknowledge that BSO's obligation to provide E-911 communications/dispatch services for the CITY is contingent upon funding for such services.

- l. In the event Broward County does not provide funding for E-911 communications/dispatch services for the CITY, in whole or in part, BSO's obligation to provide such services to the CITY shall cease accordingly, unless the CITY agrees to fund the shortfall in BSO funding at a mutually agreed upon methodology and formalized by an amendment to this agreement executed by the City and BSO.
- m. Upon the occurrence of any of these events, the CITY and BSO will execute an amendment to this Agreement in a timely manner, as necessary to formally address any modifications to the parties' respective obligations hereunder; however the lack of a fully executed amendment will not change the effective date of such modifications, which will occur on the date funding ceases.
- n. BSO will provide the City with quarterly line item budget reports (indicating budget amounts, year to date expenditures, variances, etc.), no later than twenty (20) days after the end of each quarter. The City Manager may request any additional reports from the District Chief, which will be provided to the City Manager in a timely manner.

## **7. VEHICLE MARKINGS**

Each patrol vehicle shall prominently display on the vehicle's exterior, the legend of the City name in three (3) to six (6) inch lettering, in accordance with the BSO standard vehicle markings. In the alternative, CITY may provide, at its expense, its own decal or appliqué for use on all BSO vehicles in the District, with three (3) to six (6) inch lettering with the legend the CITY's name or similar wording, in a color and font which is harmonious with BSO's standard lettering on the remainder of the vehicle, along with the CITY's logo, which shall be of a size consistent with the lettering and which fits in the available space on vehicles. Installation and removal of any such wording and logo shall be at the CITY's expense. BSO maintains the right to first inspect and approve any such lettering and logo to insure that the font, color and size of the CITY's proposed lettering and logo meet the department's specifications and for compliance with professional standards. Said approval shall not otherwise be unreasonably withheld.

## **8. FACILITIES**

The CITY agrees to provide BSO with a Police Headquarters.

The Police Headquarters and any other facilities owned by the CITY and used by BSO on a permanent basis are hereinafter collectively referred to as the "Facilities". BSO shall occupy the Facilities and use the furnishings and equipment contained in the Facilities in connection with performing the Services within the District, at no additional cost to BSO.

BSO shall maintain the Facilities in a clean condition, free from debris; however, normal wear and tear from usage is expected. BSO shall not destroy, deface, damage, impair, or remove any part of the Facilities. In the event BSO, its employees, agents, or invitees

destroy, deface, damage, impair, or remove any part of the Facilities, BSO shall be responsible for repairing or replacing such property.

Except as otherwise provided in preceding paragraph, the CITY shall maintain and repair all "Structural Components" of the Facilities including, but not limited to, the roof, walls, foundations, sidewalks, floors, windows, ceilings, sprinkler systems, hot water systems, elevators, heating plants, air condition plants, plumbing and electrical systems and components, unless the need for such repairs are caused by the negligence of BSO in which case BSO shall be responsible for such repairs. CITY further agrees to maintain in good repair the parking area and all exterior common areas. CITY shall also make any repairs necessitated by weather-related damage or hazards or by other causes not under BSO's control. CITY shall also make all repairs or changes which may be necessary to make the Facilities and the use herein contemplated comply with applicable laws, ordinances, orders or regulations of any federal, state, county or municipal authority now or hereafter in effect unless specifically exempted therefrom. The CITY shall complete any and all repairs that do not require bidding within thirty (30) days from the date the CITY receives BSO's written notice of the need for such repairs. Major repairs requiring analysis and preparation of bid documents will be accomplished as expeditiously as possible within ninety (90) days after receipt of the BSO's notice of the need for such repairs. Emergencies shall be handled using emergency procurement procedures. "Routine Maintenance and Minor Repairs" shall be the responsibility of BSO and shall include items such as light bulbs, HVAC filters, etc., minor electrical fixtures that do not require a licensed professional or certification; and, minor plumbing components such as toilet and sink valves and parts, shower heads, etc. In the event this provision conflicts with any other provision of this Agreement, this provision shall be controlling.

BSO shall pay for all utility costs including, but not limited to, telephone, electric, and water for the Facilities. The parties understand and acknowledge that the utility costs and other costs to BSO attributed to this Agreement are indirectly charged to the CITY as part of the consideration payable by the CITY to BSO.

The CITY shall provide BSO with adequate parking spaces within reasonable proximity to the Facilities so as not to hinder BSO's ability to perform its obligations set forth herein.

Each party will maintain insurance coverage, as it deems necessary, to cover such party's responsibilities as set forth in Agreement. The adequacy of such coverage shall not limit the party's responsibilities set forth herein.

Upon the expiration or earlier termination of this Agreement, BSO shall surrender possession of the Facilities and all CITY-owned furnishing and CITY-owned equipment within the Facilities that are used by BSO on a permanent basis within the CITY, to the CITY. The Facilities shall be broom clean and in the same condition as received, except for ordinary wear and tear and items and issues that are the responsibility of the CITY, which BSO was not otherwise obligated to remedy under any provisions of this Agreement.

## 9. **DISTRICT CHIEF**

At all times during the Term, BSO shall provide a District Chief. The District Chief shall meet and confer with the City Manager or his designee as needed and directed by the City Manager, for the purpose of maintaining the viability and vitality of this Agreement.

The District Chief shall maintain his or her principal office and shall be principally located in the Police Headquarters at all times during the Term and who shall serve on a full-time basis, until such time as the CITY Manager concurs in the transfer or change of duty of him/her according to the terms of this Agreement.

The District Chief shall serve on a full-time basis and shall have the rank of Captain. The District Chief shall remain an employee of BSO, subject to the development strategies designed to enhance current capabilities and future assignments of the Broward Sheriff's Office. Succession planning remains BSO's commitment to the current and future needs of both the CITY and the Broward Sheriff's Office. In order to effectively administer issues such as promotions, special assignments, discipline, succession planning and personal development, BSO shall notify and confer with the City Manager prior to any reassignment of the District Chief and such reassignment shall require the approval of the City Manager.

The City Manager reserves the right to request that the District Chief be reassigned by BSO, which request shall not be unreasonably denied. BSO and the City Manager shall confer and agree, for purposes of continuity, upon a time frame for an effective transition date taking into consideration the identification, selection and assignment of the new District Chief.

Upon a permanent vacancy in the District Chief's position, BSO will submit not less than three (3) names of highly qualified BSO personnel to fill the District Chief's position. The City Manager will be given an opportunity to review the candidates' personnel and internal affairs files, as well as interview each candidate. The City Manager will select a candidate and notify BSO in writing of the recommended candidate's name from the list of the three (3) candidates submitted by BSO.

The City and BSO will work diligently and in good faith to complete the process of selecting a District Chief in a timely manner.

The District Chief will attend management and City Commission meetings as directed by the City Manager. Both parties understand and agree that the attendance of the District Chief is essential to maintain the viability and vitality of this Agreement, but also recognize that the District Chief may occasionally be unavailable, due to illness, scheduled vacation or scheduled training. In the event the District Chief is unable to attend a meeting described herein, the District Chief will advise the City Manager of the person(s) authorized to attend in place of the District Chief.

#### 10. **FINES, FORFEITURES, REVENUES: PAYMENT**

- a. All law enforcement education funds levied and collected by the Clerk of the Court and earmarked for and forwarded to the CITY pursuant to Florida Statutes, Section 943.25, may be assigned over to the BSO and used by the District for the law enforcement education purposes authorized in the statute. Apart from such funds and except for the provisions set forth in subsection 10(k) of these General Terms and Conditions, Grant Funds and Miscellaneous Revenues, BSO will have no claim or right to any other monies or things of value that the CITY receives or may hereinafter receive by way of entitlement programs, grants or otherwise in connection with law enforcement activities.
- b. The CITY and BSO do hereby acknowledge, one to the other, that nothing contained herein shall in anyway be construed to impair the CITY's right to the

disposition of fines and forfeitures to which the CITY would be entitled, pursuant to Florida Statutes, Section 316.66 as may be amended from time to time, or as to proceeds and forfeitures arising under the sale or disposition of unclaimed property or under any statutory or common law proceeding to which the CITY would otherwise be entitled, except as limited herein.

- c. The CITY and BSO agree that BSO shall be responsible for determining whether asset forfeiture proceedings for property seized within the CITY through active participation of District personnel shall be initiated, except as otherwise indicated herein. Any state law forfeiture actions filed under Chapter 932, Florida Statutes, for property seized within the CITY through active participation of District personnel shall be initiated and managed by BSO, which shall have sole discretion to determine legal strategy and litigation resolution based upon the best interests of the CITY and BSO.
- d. BSO agrees that any currency seized within the CITY, through active participation of the District's personnel, pursuant to Chapter 932 of the Florida Statutes or federal law, and subsequently forfeited solely to BSO, shall be deposited into the City's Law Enforcement Trust Fund established by the CITY, less any costs as described in paragraph 10(h) herein (hereinafter referred to as the "Funds"). The Funds shall be and shall always remain in the ownership of the CITY and BSO shall not have any right to ownership and control of such Funds. During the term of this Agreement, such Funds may be earmarked for the BSO's use within the confines of the City, upon approval of the CITY as follows:
  1. Upon concurrence of the District Chief, with approval of the BSO chain of command, and the City Manager, BSO may apply to the CITY for the use of such Funds, within the boundaries of the CITY, if such application is in compliance with Florida Statutes.
  2. The request shall first be submitted by the District Chief or his designee to the CITY's legal advisor for a determination of the legality of the request. The CITY's legal advisor shall render an opinion within thirty (30) days of the written request of the CITY.
  3. BSO agrees to submit the application to the City Commission for appropriation accompanied by a written certification that the request complies with the provisions of Florida Statutes, 932.7055(4) or federal law, as applicable.
  4. Upon appropriation, such funds shall be made available to BSO for its designated use within the confines of the City.
- e. The parties agree that the decision to dispose of or use personal property, other than currency, seized within the CITY through active participation of the District personnel and subsequently forfeited solely to the CITY under Chapter 932, Florida Statutes or federal law, shall be in the sole discretion of the CITY.
  1. If the CITY decides to use personal property, other than currency, forfeited to the CITY under Chapter 932, Florida Statutes or federal law, the City shall reimburse BSO for any costs, as described in paragraph 10(h), below, incurred in the seizure and forfeiture of such property.

2. BSO shall annually invoice the CITY for all actual costs incurred by BSO in the forfeiture action including, but not limited to, filing fees and advertising costs, and the CITY shall have forty-five (45) calendar days to pay such invoice. BSO will submit the annual invoice to the CITY on or before September 30<sup>th</sup> of each fiscal year;
  3. Upon concurrence of the District Chief, with approval of the BSO chain of command, and the City Manager, BSO may apply to the CITY to use such personal property either within or outside the CITY, and if approved, BSO may use such personal property in accordance with such approval, however BSO shall then be responsible for all costs incurred in the forfeiture of that personal property.
  4. In the event BSO disposes of the property prior to termination of this Agreement, BSO shall allocate the net proceeds from the disposition to the CITY's Law Enforcement Trust Fund.
  5. In the event that this Agreement is terminated and such property is still in use by BSO within or outside the CITY, such property shall be turned over to the CITY.
  6. If the CITY decides to dispose of personal property, other than currency, forfeited to the CITY under Chapter 932, Florida Statutes or federal law, proceeds of the sale of such property, less costs as described in paragraph 10(h) herein, shall be deposited in the CITY's Law Enforcement Trust Fund. Proceeds from the sale of property deposited in the CITY's Law Enforcement Trust Fund may be designated for BSO's use within the confines of the City, in the same manner as provided in subsection 10(d) above.
- f. BSO agrees to notify the CITY of its intent to initiate forfeiture proceedings involving real property seized solely by District staff, prior to the filing of a Complaint for Forfeiture. The CITY shall notify BSO within five (5) business days of any objections it has related to the impending forfeiture proceeding. In the event, the parties are unable to reach a mutually agreed upon decision, the final decision to proceed shall be made by the CITY. The parties agree that the decision to use or dispose of real property seized within the CITY, through active participation of the District's personnel, and subsequently forfeited solely to the District pursuant to Chapter 932, Florida Statutes or federal law, shall be in the absolute and sole discretion of the CITY.
1. If the CITY decides to dispose of such real property, proceeds from the sale of the real property shall be deposited into the CITY's Law Enforcement Trust Fund, less any loans, mortgages, liens, costs (as described in subsection 10(h) herein, below) or any other encumbrance on the property incurred by BSO in the seizure, forfeiture, or sale of such property. Proceeds from the sale of real property deposited in the CITY's Law Enforcement Trust Fund may be designated for BSO's use within the confines of the City, in the same manner as provided in subsection 10(d), above.
  2. If the CITY decides to use such real property, the City shall reimburse BSO for any loans, mortgages, liens, costs (as described in paragraph 9(h), below) or any other encumbrance on the property incurred by BSO in the



seizure and forfeiture of such property. However, prior to filing a forfeiture complaint for real property seized within the CITY, BSO's legal staff shall first consult with CITY's legal advisor for authorization to proceed with the forfeiture due to the potential for excessive costs to the CITY from mortgages, liens or other encumbrances on the real property. CITY shall provide BSO with a filing decision on the prospective forfeiture within three (3) working days after obtaining all relevant information from BSO required to adequately evaluate the equity of the seized real property, including, but not limited to, the value of the property and any liens thereon.

- i. BSO shall invoice the CITY for all actual costs incurred by BSO in the forfeiture action, and the CITY shall have thirty (30) days to pay such invoice;
  - ii. BSO may apply to the CITY to use such real property, and if approved, BSO may use such real property in accordance with such approval.
  - iii. In the event that this Agreement is terminated and such property is still in use by BSO, such property shall be turned over to the CITY.
- g. In the event that real or personal property is seized within the CITY through active participation of District personnel and the active participation of personnel from other law enforcement agencies, and such property is forfeited to multiple law enforcement agencies pursuant to Chapter 932, Florida Statutes or federal law, the decision to use or dispose of such property shall be made by agreement of the participating agencies. If such property is sold, the CITY's share of the proceeds of such sale, less costs (defined in Section 10(h)) incurred in the seizure, forfeiture, and sale of such property, will be based upon the ratio that the District's personnel's participation bears, to the participation of all law enforcement agencies and units that participated in the seizure of the property. The City's share of proceeds from the sale of such property shall be deposited into the CITY's Law Enforcement Trust Fund, and may be earmarked for BSO's use, in the same manner as provided in subsection 10(d), above.
- h. Any costs incurred in the seizure, forfeiture, or sale of personal or real property seized within the CITY, through active participation of the District personnel and subsequently forfeited shall be paid by the CITY or reimbursed to BSO, in the following priority:
  1. Payment of the balance due on any lien on personal or real property preserved by the court in the forfeiture proceedings.
  2. Payment of the cost incurred in connection with the storage, maintenance, security, forfeiture proceeding (i.e. court costs, publication costs) and sale of such property.
- i. BSO shall, on a quarterly basis, supply the CITY with a written report of the above-described fines and forfeitures. The report(s) shall include a description and estimate of value of properties seized under the laws of the State of Florida, whether or not disposition thereof has been adjudicated. Moreover, the report(s) shall be amended, from time to time, by reflecting the ultimate disposition of

property described in an earlier report(s), and such amendatory report(s) shall be submitted to the CITY within thirty (30) days of the ultimate adjudication with regard to the seizure of the property.

- j. CITY shall be responsible to meet all reporting requirements for all forfeiture proceeds under federal and state law, and BSO shall provide all necessary information pertaining to same to CITY in a timely manner for such purpose. BSO will also provide technical assistance to CITY staff if requested with regard to reporting procedure.
- k. Grant funds and miscellaneous revenues. BSO shall cooperate with the CITY and, to the extent allowable by law, act as the law enforcement agent on behalf of the CITY in the continued application, maintenance, and accounting of grants and entitlements as well as aggressively pursuing additional grant program funds as they become available. The CITY will make these funds available to the BSO to carry out the intent of the grant program as approved by the granting agency and the CITY. Except as otherwise set forth herein, it is understood by both parties that all revenues currently received by the CITY as a result of law enforcement shall continue to be received by the CITY as previously mentioned herein or as may be added in the future. This shall include, but not be limited to, towing fees per the CITY'S current agreement.

## 11. TOWING

BSO will use the selected City vendor for all vehicle removal needs when required to remove damaged, stolen, abandoned, and inoperable vehicles from all public roadways and properties within the City limits unless it is determined by BSO that the vendor cannot appropriately preserve evidence in a specific criminal case or the storage of the vehicle is directed elsewhere by the lead law enforcement agency or prosecuting agency in charge if other than BSO. The CITY's agreement with the towing vendor will include provisions that require BSO to be listed as an additional insured on insurance policies meeting the specifications of BSO's Risk Manager. The City's agreement with the towing vendor will also include provisions that any and all BSO vehicles assigned to the District or in need of towing while in the District will be towed at no charge to BSO. BSO shall use the CITY selected towing company of its choice for towing of vehicles seized for forfeiture.

## 12. INSURANCE

BSO shall maintain in addition to those policies of insurance required and contemplated elsewhere in this agreement, general liability, automobile liability, public officials liability, workers' compensation and law enforcement liability insurance policies in the amounts set forth below:

General Liability/Public Officials/ Law Enforcement Liability	\$1,000,000 occurrence/\$2,000,000 aggregate
Automobile Liability	\$1,000,000 occurrence/\$2,000,000 aggregate
Workers' Compensation	Statutory

BSO shall maintain these insurance policies throughout the Term. BSO shall provide the CITY with copies of the insurance policies required hereunder and all renewals thereof. The costs of all these insurance policies shall be the sole obligation of BSO; however the CITY understands and acknowledges that the cost of this coverage is allocated to the CITY through the consideration set forth in the Special Terms and Conditions of this Agreement. BSO may provide the insurance required in this Section through a self insurance program and excess policies.

The CITY shall during the Term, at its sole cost and expense, maintain appropriate insurance coverage to include General Liability and Property coverage either through a commercial insurance carrier or a self-insurance program of sufficient coverage to protect the CITY and the BSO in the event of claims related to the Facilities or damage/destruction of the Facilities utilized by the BSO under this Agreement. In the event that BSO shall take and bring additional equipment or other property to the facility, BSO does so at its own cost and expense.

### 13. **FUELING SITE**

- a. BSO shall maintain Tank Pollution liability insurance coverage of \$1,000,000/\$2,000,000. Such insurance coverage shall be maintained throughout the term hereinabove set forth. BSO reserves the right to provide Tank Pollution liability coverage through a self insurance program. BSO shall name the CITY as an additional insured, but only as to liability arising out of BSO's negligent performance of the services provided by BSO to the CITY pursuant to this Agreement.
- b. BSO shall provide the CITY with a copy of the respective policies of insurance required hereunder and renewals thereof, in order that the CITY, through the offices of the City Clerk, may keep such copies on file for the benefit of the public and inspection of the citizenry of the CITY.
- c. **HOLD HARMLESS:** To the extent permitted by law, BSO shall hold the CITY, its officials, agents, servants, and employees harmless from any and all manner of action or actions, cause or causes of actions, suits, trespasses, damages, judgments, executions, claims and demands of any kind whatsoever, in law or in equity, which may result from or arise out of the misconduct or negligent acts or omissions of BSO while acting within the scope of its employment, and BSO shall indemnify the CITY for any and all damages, judgments, claims, costs, expenses, including reasonable attorney's fees, which the CITY might suffer in connection with or as a result of the misconduct or negligent acts or omissions of the BSO, its deputies/officers, employees, or agents while acting within the scope of their employment. Notwithstanding anything to the contrary contained herein, the terms and conditions of this section shall survive the expiration or termination of this Agreement.

Notwithstanding anything to the contrary contained herein, in no event shall BSO hold harmless or indemnify the CITY from liability, suits, cause or causes of action, trespasses, damages, judgments, executions, claims and demands of any kind whatsoever, in law or in equity, which may result from or arise out of the negligent acts of the CITY, its employees, agents or servants.

Notwithstanding anything to the contrary contained herein, BSO and CITY shall, at all times, be entitled to the benefits of sovereign immunity as provided in Section 768.28, Florida Statutes, and common law. Nothing contained in this Agreement shall be construed as a waiver of sovereign immunity.

- d. BSO shall be the exclusive user of the fueling system.
- e. BSO shall be responsible for the maintenance and repair of the Gas Boy computerized fuel dispensing system and dispensers or gas pumps.
- f. BSO agrees to call 911 as soon as possible to report any and all gas spills and to notify the CITY of any and all gas spills as soon as possible.
- g. BSO agrees to indemnify, defend and hold the CITY harmless from any and all claims (excluding workers compensation claims of CITY employees), damages, fines, judgments, penalties, costs, causes of action, liabilities, or losses (including, without limitation, any and all sums paid for settlement of claims, attorneys, consultant, and expert fees) (collectively liabilities), arising during the term of this Agreement or thereafter, and resulting from or arising in connection with the following:
  - i. Above ground leaks and spills caused by BSO, its employees, agents, or servants, and
  - ii. All leaks, contamination and spills above and below ground, resulting from the fueling system.

Notwithstanding anything to the contrary contained herein, in no event shall BSO hold harmless or indemnify the CITY from liability, damages, fines, judgments, penalties, costs, causes of action, or losses (including, without limitation, any and all sums paid for settlement claims, attorneys', consultant, and expert fees) (collectively, "Liabilities) resulting from or attributed to the intentional or negligent acts of the CITY, its employees, agents, servants, and/or visitors.

- h. BSO shall be responsible for the repair and maintenance of any and all components of the fueling system including, but not limited to, the piping and underground storage tanks.
- i. BSO shall have the right to discontinue use of the fueling system at any time, in which case BSO shall be responsible for any and all costs related to the removal of the fueling system including, but not limited to, the extraction of underground storage tanks. In the event of soil contamination is discovered during the fueling system removal and such contamination is attributable to the fueling system, BSO shall be responsible for all clean-up costs. The CITY and BSO recognize that alternative fueling arrangements will need to be made at the time use of the fueling system is discontinued. At BSO's discretion and cost, replacements and/or upgrades may be made to the fueling system.

14. **DEFAULT**

- a. The occurrence of any one or more of the following shall constitute a "Default" by the party causing same (the "Defaulting Party"):
  1. Payment. Failure of the Defaulting Party to pay any amount required hereunder, whether for Consideration, taxes, utilities, insurance or any other obligations, within ten (10) days after such is due hereunder; or
  2. Performance of Services. Failure of BSO to perform the Services as required herein at any time during the Term; or
  3. Other Performance. Failure of the Defaulting Party to perform any other covenant, condition, agreement or provision contained herein (other than the Services) or to cure any misrepresentation or breach of any representation or warranty herein within thirty (30) days after receipt by the Defaulting Party of written notice of such failure, misrepresentation or breach; or
  4. Bankruptcy of Defaulting Party. Commencement of bankruptcy, insolvency, assignment for the benefit of creditors or receivership proceedings in respect of the Defaulting Party; or
  5. Default. Failure of the Defaulting Party to perform any covenant, condition, agreement or provision contained in any other agreement or to cure any misrepresentation or breach of any representation or warranty in any other agreement between the parties hereto within any applicable grace period provided in such agreement.
- b. Upon the occurrence and continuance of a Default by the Defaulting Party, the party not in Default (the "Non-Defaulting Party") may, at its option and without any obligation to do so and in addition to any other remedies otherwise set forth in this Agreement, elect any one or more of the following remedies:
  1. Terminate this Agreement pursuant to Section 15 herein; or
  2. Withhold payment or performance under this Agreement until such time as such Default is cured, provided the performance level does not compromise the safety of the public; or
  3. Cure such Default and recover the costs thereof, together with interest thereon at the lesser of 18% or the maximum legal rate permitted by applicable law, from the Defaulting Party; or
  4. Seek injunctive relief to enjoin any act of the Defaulting Party in violation hereof; or
  5. Seek specific performance of any covenant or obligation of the Defaulting Party hereunder; or
  6. Pursue any other remedy now or hereafter available under the laws or judicial decisions of the State of Florida.

- c. Interest and Late Charges. Any payments due hereunder, whether for Consideration, rents, taxes, utilities, insurance or any other obligations, overdue for more than ten (10) days shall bear interest from the date due at the lesser of eighteen percent (18%) or the maximum legal rate permitted by Applicable Law. In addition, the Defaulting Party shall pay for the Non-Defaulting Party's administrative and collection expenses incurred in connection therewith, and not as interest, a late charge equal to five percent (5%) of the amount overdue. The terms of this paragraph shall also apply to BSO's payment obligations under this Agreement.

## 15. **TERMINATION**

- a. Either party may terminate this Service Agreement at its discretion either with or without cause, by giving written notice thereof to the other party; provided the other party has no less than ninety (90) days prior written notice of such termination. At the expiration of the ninety (90) day notice period as described in the preceding provision, the transition period as set forth in subsection © of this Section 15 shall commence.
- b. In the event of a material breach, either party may provide the other party with written notice of the material breach. The other party shall have thirty (30) days from the date of its receipt of such notification to cure such material breach. If the material breach is not cured within that time period, the non-breaching party may terminate this Contract immediately. Material breaches shall include but are not limited to, failure by the CITY to pay BSO pursuant to the consideration provisions set forth in the Special Terms and Conditions of this Agreement, violations of Governing Standards, local or federal laws, the BSO policies and procedures, or the terms and conditions of this Agreement.
- c. In the event of the expiration of this Agreement or the termination by either party, the other party shall render such aid, coordination and cooperation as might be required for an expeditious and efficient termination of service. In such event, BSO and CITY shall cooperate in good faith in order to effectuate a smooth and harmonious transition from BSO to a City police department and to maintain during such period of transition the same high quality of police protection otherwise afforded to the residents of the CITY pursuant to the terms hereof. In the event the CITY is transitioning to its own police department as a result of the termination or expiration of this Agreement, the CITY shall have the right to extend the agreement for up to twenty-four (24) months from the effective date of the termination or the expiration date, whichever is applicable. CITY will pay BSO for the costs incurred by BSO during the transition period at the level of staffing determined necessary by BSO and agreed upon by the City. The cost for these services will be negotiated by the City and BSO in a manner consistent with the terms of this Agreement.
- d. Termination for Lack of Funds. In the event the funds to finance this Agreement become unavailable or are not allocated by Broward County, Board of County Commissioners, BSO may provide CITY with thirty (30) calendar days written notice of termination. At the expiration of the thirty (30) day notice period as described in the preceding provision, the transition period as set forth in the subsection (c) of this Section 15 shall commence. Nothing in this Agreement shall be deemed or construed to prevent the parties from negotiating a new Agreement in this event.
- e. Equipment and Vehicles. Upon the expiration or earlier termination of this Agreement, the CITY may elect to purchase the vehicles and equipment used by BSO to provide police services to the CITY pursuant to this Agreement. The purchase price of the vehicles and equipment shall be the fair market value of such vehicles and equipment on the date during the transition that the CITY elects to purchase the vehicles and equipment from

BSO, which shall be determined by an appraiser mutually agreed upon between the CITY and BSO.

## **16. INDEMNIFICATION**

- a. BSO'S Obligations. To the extent permitted by law, BSO shall indemnify the CITY, its officials, agents, servants and employees from any and all manner of action and actions, cause and causes of action, suits, trespasses, damages, judgments, executions, claims and demands of any kind whatsoever, in law or in equity, which may result from or arise out of the negligent acts or omissions of BSO's employees or agents while acting within the scope of their employment. This covenant and agreement of BSO shall survive the expiration or earlier termination of this Agreement.
- b. CITY'S Obligations. To the extent permitted by law, the CITY will indemnify and save harmless BSO of and from any and all fines, suits, claims, demands, penalties, losses and actions (including attorney's fees) for any injury to persons or damage to or loss of property caused by the negligence or willful misconduct of the CITY or its agents, employees or contractors or when directly resulting from the CITY's breach of this Agreement. This covenant and agreement of the CITY shall survive the expiration or earlier termination of this Agreement.
- c. No Duty of Indemnification. Notwithstanding anything to the contrary contained herein, neither party (the "Indemnifying Party") shall have a duty to hold harmless or indemnify the other (the "Indemnified Party") from liability, suits, cause and causes of action, trespasses, damages, judgments, executions, claims and demands of any kind whatsoever, in law or equity, which may result from or arise out of the intentional or negligent acts of the Indemnified Party or its employees, agents or contractors.
- d. SOVEREIGN IMMUNITY. BSO and the CITY will at all times be entitled to the benefits of sovereign immunity as provided in Florida Statutes, Section 768.28, and common law. Nothing contained in this Agreement shall be construed as a waiver of sovereign immunity.

## **17. DISPUTE RESOLUTION**

- a. If the parties have any disagreement, dispute, breach or claim of breach, non-performance, or repudiation arising from, related to or in connection with this Agreement, including but not limited to either party's failure or alleged failure to comply with any of the provisions of this Agreement (the "Dispute"), the parties will follow the dispute resolution procedures set forth in this Section 17, it being agreed that for purposes of this Article, any reference to a particular representative of a party will also be deemed to include such particular representative's duly authorized successor or designee and such other persons as each party deems appropriate.
- b. A party will provide written notice to the other party of a Dispute. Within five (5) business days of the giving of such notice of a Dispute, the District Chief or designated Captain and the City Manager will conduct a meeting to attempt to resolve the matter.
- c. If the District Chief or designated Captain and the City Manager are unable to reach resolution at the meeting prescribed in Section 17(b) above, then within five (5) business days after such meeting, the Department of Law Enforcement, Executive Director or designee and the City Manager will meet and attempt to resolve the matter.

- d. If the Department of Law Enforcement, Executive Director or designee and the City Manager are unable to reach resolution at the meeting prescribed in subsection (c) of this Section 17 above, then within five (5) business days after the meeting or as otherwise agreed, the Sheriff and the City Mayor will meet and attempt to resolve all pending matters in dispute. The parties acknowledge that any agreement reached under this subsection may require subsequent approval by the City Commission and the Sheriff.
- e. Each party will bear its own expenses and attorneys fees (if any) in connection with the dispute resolution procedure provided above.
- f. If the parties are unable to resolve the Dispute after following the procedures set forth in this Section 17, then, subject to the limitations otherwise provided for in this Agreement, the parties are entitled to pursue all their remedies at law and in equity, and may engage in other dispute resolution procedure such as mediation and/or arbitration upon agreement of the parties.

18. **CONTRACTOR RELATIONSHIP**

CITY hereby retains BSO as an independent contractor to provide Police Services for the CITY, subject to the terms and conditions contained herein. As an independent contractor, BSO shall have discretion and operational oversight regarding the manner and means in which Police Services will be provided to the CITY, unless otherwise provided herein. Notwithstanding BSO's independent contractor status hereunder, BSO and the District Employees shall have the power and authority granted by the CITY pursuant to Section 3 hereof.

19. **NO PARTNERSHIP**

The relationship between the CITY and BSO shall be solely as set forth herein. Neither party shall be deemed the employee, agent, partner or joint venturer of the other, nor have, or represent to have, any authority or capacity to make or alter any agreement on behalf of the other, to legally bind the other, to credit or receive money due on behalf of the other or to do any other thing on behalf of the other, except as specifically set forth herein. Neither the CITY nor BSO will have or attempt to exercise any control or direction over the methods used by the other to perform its work, duties and obligations under this Agreement except as specifically set forth herein. The respective employees, agents and representatives of each of the CITY and BSO shall remain their own employees, agents or representatives, and shall not be entitled to employment benefits of any kind from the other, except as specifically set forth herein. The CITY and BSO shall assume full responsibility for their own compliance with any and all Applicable Laws.

20. **REPRESENTATIONS AND WARRANTIES OF CITY**

The CITY represents, warrants and covenants to BSO as of the date hereof and throughout the Term the following:

- a. The CITY is and will remain duly organized, validly existing and in good standing under the laws of the State of Florida, has and will retain the requisite power and authority to conduct its business, to enter into this Agreement and to perform the terms hereof and



by proper action on behalf of the CITY has duly authorized, executed and delivered this Agreement and any and all instruments in connection herewith;

- b. This Agreement has been duly executed and delivered by the CITY and constitutes the valid and legally binding obligation of the CITY enforceable in accordance with its terms, except as limited by bankruptcy, reorganization or similar laws affecting creditors' rights generally.
- c. Neither the execution and delivery of this Agreement, the consummation of the transaction contemplated hereby nor the fulfillment of or compliance with the terms and provisions hereof (a) conflicts with, or result in a material default under or breach of or grounds for termination of, any material agreement or any license, permit or other governmental authorization to which CITY is a party or by which CITY is bound, (b) results in the violation by the CITY of any provision of any Applicable Law applicable to CITY or to which CITY may be subject, (c) violate or conflict with any charter or other document governing the actions of CITY, or (d) require CITY to obtain or make any consent, authorization, approval, registration or filing under Applicable Law or order of any court or governmental agency, board, bureau, body, department, authority or any other person which has not already been obtained. The CITY is not in default with respect to any order, judgment, ordinance, award or decree of any governmental agency or instrumentality affecting this Agreement or the transactions contemplated hereby.
- d. No representation or warranty made by the CITY herein or in any schedule, exhibit or other document executed or delivered in connection herewith when taken as a whole contains any untrue statement of a material fact or omits to state any material fact necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading in any material respect.

## 21. **REPRESENTATIONS AND WARRANTIES OF BSO**

BSO represents, warrants and covenants as of the date hereof and throughout the term of this Agreement the following:

- a. The Sheriff is the duly elected or appointed, qualified and incumbent Sheriff of Broward County, Florida, has and will retain the requisite power and authority pursuant to the power so vested in him under Applicable Law to conduct its business, to enter into this Agreement and to perform the terms hereof and by proper action has duly authorized, executed and delivered this Agreement and any and all instruments in connection herewith;
- b. This Agreement has been duly executed and delivered by BSO and constitutes the valid and legally binding obligation of BSO enforceable in accordance with its terms, except as limited by bankruptcy, reorganization or similar laws affecting creditors' rights generally.
- c. Neither the execution and delivery of this Agreement, the consummation of the transaction contemplated hereby nor the fulfillment of or compliance with the terms and provisions hereof (a) conflicts with, or result in a material default under or breach of or grounds for termination of, any material agreement or any license, permit or other governmental authorization to which BSO is a party or by which BSO is bound, (b) result in the violation by BSO of any provision of any Applicable Law applicable to BSO or to which BSO may be subject, (c) violate or conflict with any charter or other

document governing the actions of BSO, or (d) require BSO to obtain or make any consent, authorization, approval, registration or filing under Applicable Law or order of any court or governmental agency, board, bureau, body, department, authority or any other person which has not already been obtained. BSO is not in default with respect to any order, judgment, ordinance, award or decree of any governmental agency or instrumentality affecting this Agreement or the transactions contemplated hereby.

- d. BSO has complied and will comply with all Applicable Laws relating to the performance of the Services and the employment of the District Employees.
- e. No representation or warranty made by BSO herein or in any schedule, exhibit or other document executed or delivered in connection herewith when taken as a whole contains any untrue statement of a material fact or omits to state any material fact necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading in any material respect.
- f. The parties recognize that neither party has the right to modify the terms and conditions of this Agreement (i.e. staffing, consideration), unless such modification is mutually agreed upon through a formal written amendment. Additionally, neither party shall have the right of setoff or the right to reduce its contractual obligation to the other party by amounts in dispute absent a mutual written agreement of the parties, except as otherwise provided herein. Disputes will be handled in accordance with the Dispute Resolution procedures set forth in Section 16 herein.

## 22. **INTERPRETATION**

Except where the context otherwise requires, reference to something in the singular shall include the plural and vice versa. Unless otherwise noted, reference to a party to this Agreement includes that party, and its permitted successors and assigns. Lastly, the captions or headings in this Agreement are for convenience only, and are not meant to limit the scope or intent of the particular provisions.

## 23. **ACCOUNTING TERMS**

All references in this Agreement to generally accepted accounting principles shall be to such principles as in effect from time to time in the United States of America. All accounting terms used herein without definition shall be used as defined under such generally accepted accounting principles.

## 24. **CROSS REFERENCES**

Unless otherwise specified, references in this Agreement to any Article or Section are references to such Article or Section of this Agreement, and, unless otherwise specified, references in any Article, Section or definition to any clause are references to such clause of such Article, Section or definition. The words "hereof", "hereby", "hereto", "herein", "hereunder" and the like refer to this Agreement in its entirety.

## 25. **DRAFTING**

This Agreement shall not be construed more strictly against one party than against the other merely because it may have been prepared by counsel for one of the parties, it

being recognized that both parties have contributed substantially and materially to its preparation.

26. **NOTICE**

All notices and other communications under this Agreement shall be in writing and shall be deemed to have been given three (3) business days after deposit in the mail, designated as certified mail, return receipt requested, postage-prepaid, or one (1) business day after being entrusted to a reputable commercial overnight delivery service, or when sent by telex or telecopy on a business day addressed to the party to which such notice is directed at its address determined in accordance with this Article with customary confirmation of receipt of such telex or telecopy received. All notices and other communications under this Agreement shall be given to the parties hereto at the following addresses:

CITY:  
Jeffrey L. Miller, City Manager  
City of Tamarac  
7525 NW 88<sup>th</sup> Avenue  
Tamarac, FL 33321

With a copy to the City Attorney at the same address.

BSO:  
  
Sheriff  
Broward Sheriff's Office  
2601 W. Broward Boulevard  
Fort Lauderdale, FL 33312

Any party hereto may change the address to which notices shall be directed under this Section by giving ten (10) days written notice of such change to the other parties.

27. **NON-ASSIGNABILITY**

Neither party shall assign any of its obligations or benefits imposed hereby or contained herein, except upon the other party's prior written approval.

28. **TIME OF THE ESSENCE**

Time shall be of the essence in the payment and performance of all obligations hereunder. All references herein to this Agreement or the Term shall include the initial Term and any renewal or extension of the Term.

29. **ENTIRE AGREEMENT**

This Agreement, together with any other agreements entered into contemporaneously herewith, constitutes and represents the entire agreement between the parties hereto and supersedes any prior understandings or agreements, written or verbal, between the parties hereto respecting the subject matter herein. This Agreement may be amended, supplemented, modified or discharged only upon an agreement in writing executed by all of the parties hereto. This Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and permitted assigns. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

30. **APPLICABLE LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, United States of America, and, unless otherwise agreed to in writing by both parties hereto, venue and jurisdiction shall lie only in Broward County, Florida. Each of CITY and BSO hereby submits to such jurisdiction and venue and waives any defense of inconvenient forum in relation hereto.

31. **WAIVER OF RIGHTS**

CITY and BSO hereby irrevocably waive, to the fullest extent permitted by law, the posting of any bond, surety or other security that might be required of any party in any actions, proceeding or counterclaim, whether at law or equity, brought by either of them. Further, CITY and BSO hereby irrevocably waive, to the fullest extent permitted by law, trial by jury on any action, proceeding or counterclaim, whether at law or equity, brought by either of them.

32. **SEPARABILITY**

Each and every covenant and agreement herein shall be separate and independent from any other and the breach of any covenant or agreement shall in no way or manner discharge or relieve the performance of any other covenant or agreement. Each and all of the rights and remedies given to the Non-Defaulting Party by this Agreement or by law or equity are cumulative, and the exercise of any such right or remedy by the Non-Defaulting Party shall not impair the Non-Defaulting Party's right to exercise any other right or remedy available to the Non-Defaulting Party under this Agreement or by law or equity.

33. **WAIVER**

No delay in exercising or omission of the right to exercise any right or power by any party hereto shall impair any such right or power, or shall be construed as a waiver of any breach or default or as acquiescence thereto. One or more waivers of any covenant, term or condition of this Agreement by either party shall not be construed by the other party as a waiver of a continuing or subsequent breach of the same covenant, provision or condition. The consent or approval by either party to or of any act of the other party of a nature requiring consent or approval shall not be deemed to waive or render unnecessary consent to or approval of any subsequent similar act. Payment or receipt of a lesser amount than that due hereunder shall not be deemed to be other than on account of the earliest amount due hereunder. Any endorsement or statement on any check or letter accompanying any check shall not be deemed an accord and satisfaction and the receiving party may accept and negotiate such check or payment without prejudice to that party's

right to recover the balance of the full amount due or pursue any other remedy available hereunder.

34. **FORCE MAJEURE**

If the performance of any covenant, agreement, obligation or undertaking (exclusive of payment or monetary obligations of either party hereunder) required hereunder is delayed, hindered or prevented by reason of strikes, lock-outs, labor troubles, wars, civil commotions, Acts of God, governmental restrictions or regulations or interferences, fires or other casualty, the performance of such covenant, agreement, obligation or undertaking shall be excused and extended and shall not be a Default for the period of such delay, hindrance or prevention.

35. **ATTORNEYS' FEES**

In the event of any controversy arising under or relating to the interpretation or implementation of this Agreement or any breach thereof, the prevailing party shall be entitled to payment for all costs and attorney's fees (both trial and appellate) incurred in connection therewith.

36. **DESCRIPTION OF SERVICES**

Those services (a) customarily rendered by municipal police departments or BSO, and (b) required to be performed under Applicable Laws or CITY Ordinances, unless the subsequent modification or adoption of an Ordinance or Law results in additional costs to BSO in which case the CITY and BSO will negotiate in good faith to address the increased costs.

BSO law enforcement services are comprised of direct services, indirect services, special detail services and countywide services, which are defined as follows:

- a. Direct Services – are those services that are provided by the District Staff.
- b. Indirect Services – are those BSO-provided Non-District Staff services that are centralized within BSO, but provide benefits throughout BSO (including the CITY).
- c. Special Detail Services – are those services offered by BSO pursuant to §30.2905, Florida Statutes, which authorizes BSO to administer a program that allows public and private entities to contract for the services of sheriff's deputies during off-duty hours.
- d. Countywide Services - those services that are funded by Broward County as a countywide service and provided by BSO to any and all Broward County law enforcement agencies (irrespective of whether they have an agreement with BSO) that requests such service.

Each of these services is detailed further below.

**DIRECT SERVICES:**

The law enforcement services provided by the District Staff pursuant to this Agreement are as follows:

a. *Uniformed law enforcement patrol*

BSO will provide uniformed law enforcement patrol services for the CITY twenty-four (24) hours per day, seven (7) days a week.

The Patrol Zones may be modified upon mutual written agreement of the District Chief and the City Manager. In order to address the ever-changing law enforcement needs of the City, the District Chief or the Chief's designee shall have the discretion to modify the deployment of staff within those patrol zones.

Deputy Sheriffs will make every reasonable effort to respond to emergency calls as expeditiously as possible while maintaining safe operations, subject to BSO's response standards and protocols.

Deputy Sheriffs assigned to uniformed law enforcement patrol services will provide vacation-house-check services and premises surveillance as follows:

1. For vacations that are three weeks or less, Deputy Sheriffs will check once in 24 hours.
2. For seasonal properties, deputy sheriffs will check the property at least once per month.

b. *Other Law Enforcement Services*

In addition to uniformed law enforcement patrol service described above, the District Staff will provide the following law enforcement services for the CITY:

1. BSO shall provide public education programs;
2. BSO shall provide law enforcement action (i.e. DUI checkpoints, drug enforcement initiatives) as determined by the District Chief based on trends and statistics within the CITY;
3. The District Chief or designee will attend and participate at CITY staff meetings, CITY Commission meetings as requested by the City Manager or designee;
4. Upon the request of a homeowners' association, the District Chief or designee will attend the association's membership meeting;

INDIRECT SERVICES:

The CITY indirectly receives the benefit of the following services associated with law enforcement by virtue of this Agreement with BSO:

- a) Administration;
- b) Budget;

- c) Central Supply;
- d) Citizen Observer Patrol;
- e) Compensation and Assessment;
- f) Employee Assistance Program;
- g) Employee Benefits;
- h) Enterprise Technology Division;
- i) Equal Employment Opportunity Division;
- j) Evidence;
- k) External Affairs (Media Relations, Public Relations and Crime Stoppers);
- l) Finance;
- m) Fleet Control;
- n) Grants Management;
- o) Human Resources;
- p) Institute for Criminal Justice Studies;
- q) Legal;
- r) Labor Relations;
- s) Purchasing;
- t) Records;
- u) Recruitment;
- v) Selection and Assessment;
- w) Victim Services; and
- x) Any other services that meet the definition of Indirect Service as determined by BSO.

The cost of indirect services are allocated to this Agreement.

#### SPECIAL DETAIL SERVICES

1. BSO shall provide security and traffic detail deputies to support special event activities occurring within the CITY in accordance with the BSO's Special Details Policies and Procedures. The BSO shall cooperate with the CITY and follow CITY procedures in the permitting of special events. The CITY agrees to authorize BSO to act as public safety representative for the CITY in permitting of special events (excluding fire/rescue matters handled by the Fire Department). Special details for which deputies must be dedicated or assigned to an event shall be worked out with the sponsoring agency. Special details for CITY-sponsored events will be provided based upon the terms set forth Exhibit A, Special Terms and Conditions.

The City Manager may modify the the number of City-sponsored events upon providing the District Chief with reasonable written notice of such modification. Furthermore, additional City-Sponsored Events may be added upon mutual agreement of the City Manager and District Chief. It is understood that there may be circumstances in which deputies assigned to patrol must be temporarily reassigned to traffic to supplement special detail deputies. At the CITY Manager's request, the BSO shall provide a uniformed deputy for security at any noticed CITY meeting at no additional cost to the CITY.

#### COUNTYWIDE SERVICES

Unless otherwise agreed or set forth herein and subject to County funding, the following services shall be provided to the CITY by BSO as Countywide Services to the extent that

such services would be provided by BSO to any and all other municipalities in Broward County that request such service irrespective of whether or not the CITY has a contract with BSO for such services:

- a) Regional narcotics investigations;
- b) Career criminal investigation;
- c) Multi-agency gang task force operations;
- d) Case filing;
- e) Marine/dive team;
- f) Canine deployment;
- g) SWAT team response;
- h) Major investigations to include homicide, aggravated felonies, abuse and neglect, sex crimes, missing persons, robbery, economic crimes, traffic homicide, bomb and arson, environmental crimes, auto theft, fugitive apprehension, crime scene technicians and major crime scene technical expertise;
- i) Drug enforcement and money laundering; and
- j) Strategic intelligence functions;
- k) The use of the mounted patrol;
- l) Law enforcement technical support services;
- m) Street crimes enforcement;
- n) Full service crime lab;
- o) Helicopter patrol and air rescue services;
- p) Prisoner and jail services for municipal ordinance violators;
- q) E-911 (law enforcement, fire, and EMS dispatch), subject to County funding as set forth herein; and
- r) Any other services, excluding those indirect services listed, BSO generally provides to other law enforcement agencies throughout Broward County, whether they have a contract with BSO or not.

The CITY recognizes that the Board of County Commissioners, Broward County, Florida is the authority which establishes, allocates or otherwise provides for BSO's budget year funding. If in any budget year, funding, for any reason, is not provided sufficient to cover BSO's ability to provide the countywide services, as determined by BSO, BSO reserves the right to notify the CITY accordingly in writing. In such an event, the countywide service will be discontinued, unless the CITY and BSO agree otherwise by a formal written amendment to this Agreement executed with the same formalities as set forth herein.

#### ADDITIONAL SERVICES:

Upon the request of the CITY Manager and BSO's availability of resources, BSO agrees to provide such additional resources at a cost mutually agreed upon by the parties.





**Title - TR12486 - Approve ILA with Broward County for Keep Broward Beautiful / Adopt-a-Street Program**

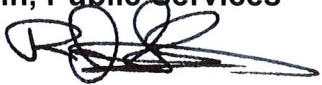
A Resolution of the City Commission of the City of Tamarac, Florida; authorizing the appropriate City Officials to execute an Interlocal Agreement between the City of Tamarac and Broward County for the Keep Broward Beautiful Program; providing for conflicts; providing for severability; and providing for an effective date.


**ATTACHMENTS:**

Description	Upload Date	Type
📎 <a href="#">TR 12486 Memo</a>	5/1/2014	Cover Memo
📎 <a href="#">TR12486 Reso</a>	5/7/2014	Resolution
📎 <a href="#">TR 12486 Exhibit 1</a>	5/1/2014	Exhibit

**CITY OF TAMARAC**  
**INTEROFFICE MEMORANDUM**  
**PUBLIC SERVICES DEPARTMENT**

**TO: Michael C. Cernech, City Manager      DATE: April 29, 2014**

**THRU: Jack Strain, Public Services  
Director** 

**FROM: John E. Doherty, Assistant  
Director of Public Works/City  
Engineer** 

**RE: Temp. Reso. 12486 – ILA  
between Broward County and  
the City of Tamarac for the  
Keep Broward Beautiful  
Program – May 14, 2014  
Commission Agenda**

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**Recommendation:**

I recommend that the Interlocal Agreement (ILA) with Broward County for the Keep Broward Beautiful Program be approved and executed; and that this item be placed on the May 14, 2014 City Commission Agenda.

**Issue:**

The execution of an ILA between Broward County and the City of Tamarac for the Keep Broward Beautiful Program, which includes the "Adopt-A-Street" program.

**Background:**

Broward County currently offers the Keep Broward Beautiful Program, which provides assistance with various litter prevention, educational, and clean-up efforts. One component of the Keep Broward Beautiful Program is the "Adopt-A-Street" (AAS) Program (AAS). The AAS program coordinates with volunteers and organizations that wish to "adopt" a street and provide litter removal along certain streets within the City of Tamarac.

The City previously participated in the AAS Program when it was incorporated in the Interlocal Agreement with Broward County for Solid Waste Services. When the Solid Waste ILA expired in July 2013, the City's participation in the AAS program subsequently ended on September 30, 2013.

Upon the termination of this program, the City received expressions of interest from the community, including previous volunteers, for continuation of this or a similar program. City Staff investigated several options, including creating a City-run AAS program. Upon thorough review of the options, and the relative costs and benefits, it was determined that the Keep Broward Beautiful Program was a cost effective and efficient manner to provide the AAS program.

The annual cost of the program is currently \$14,502, annually. The cost is subject to annual adjustments as determined by Broward County based on the actual program costs; but annual increases shall not be more than 3%. The City will process timely payments in accordance to City Ordinances and Procurement Policies.

**Fiscal Impact:**

The City of Tamarac is responsible for timely payment in quarterly installments in an amount not to exceed \$14,502 annually. The annual cost is subject to annual increases, not to exceed 3%; and shall be processed in accordance with City Ordinances and Procurement Policies.

CITY OF TAMARAC, FLORIDA  
RESOLUTION NO. R-2014-\_\_\_\_\_

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA; AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF TAMARAC AND BROWARD COUNTY FOR THE KEEP BROWARD BEAUTIFUL PROGRAM; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

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WHEREAS, Broward County currently has a countywide program , Keep Broward Beautiful Program, which provides assistance with various litter prevention, educational, and clean-up efforts; and

WHEREAS, a component of the Keep Broward Beautiful Program is the “Adopt-A-Street” program which coordinates with volunteer groups to remove litter from along certain streets within the City of Tamarac; and

WHEREAS, the City of Tamarac has investigated and analyzed options for providing a similar service, it has been determined the Keep Broward Beautiful Program is a cost effective and efficient manner to provide an Adopt-A-Street program; and

WHEREAS, the Director of Public Services and the Director of Financial Services recommend that the Interlocal Agreement for the Keep Broward Beautiful Program be executed; and

WHEREAS, the City Commission of the City of Tamarac, Florida deems it to be in the best interest of the citizens and residents of the City of Tamarac to execute this Interlocal Agreement with Broward County.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA THAT:

Section 1: The foregoing “WHEREAS” clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption hereof. All Exhibits attached hereto are hereby incorporated herein and made a specific part of this resolution.

Section 2: The City Commission hereby approves the ILA with Broward County for the Keep Broward Beautiful Program, hereto attached as Exhibit 1, and authorizes the appropriate City Officials to accept and execute the ILA and to take all steps necessary to effectuate the intent of this Resolution.

Section 3: All Resolutions or parts of Resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 4: If any clause, section, other part or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or applications of this Resolution.

Section 5: This Resolution shall become effective immediately upon its passage and adoption.

PASSED, ADOPTED AND APPROVED this\_\_\_\_\_day of\_\_\_\_\_,2014.

---

HARRY DRESSLER  
MAYOR

ATTEST:

---

PATRICIA A. TEUFEL, CMC  
CITY CLERK

I HEREBY CERTIFY that I have  
approved this Resolution as to form.

---

SAMUEL GOREN  
CITY ATTORNEY

## INTERLOCAL AGREEMENT

between

BROWARD COUNTY

and

CITY OF TAMARAC

for

### OPTIONAL COUNTY SERVICES FOR KEEP BROWARD BEAUTIFUL, HOUSEHOLD HAZARDOUS WASTE, AND BULK TRASH AND YARD WASTE DROP-OFF PROGRAMS

This is an Interlocal Agreement ("Agreement"), dated \_\_\_\_\_, 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 TAMARAC, established under the laws of the State of Florida, hereinafter each referred to as "CITY."

WHEREAS, COUNTY's Keep Broward Beautiful Program provides assistance with various litter prevention, educational, and clean-up efforts; and

WHEREAS, COUNTY's Household Hazardous Waste Program provides disposal services, and electronics recycling, at permanent collection sites and at remote collection events; and

WHEREAS, COUNTY's Bulk Trash and Yard Waste Drop-Off Program provides service to residential customers at permanent drop-off locations; and

WHEREAS, COUNTY is offering CITY the option to participate in any or all of these programs under the terms and conditions set forth in this Agreement; and

WHEREAS, this Agreement is entered into pursuant to Section 163.01, Florida Statutes, as may be amended from time to time, and prior to its effectiveness shall be filed as provided by Section 163.01(11), Florida Statutes; NOW, THEREFORE,

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

## ARTICLE 1 DEFINITIONS AND IDENTIFICATIONS

For purposes of this Agreement, reference to one gender shall include the other, use of the plural shall include the singular, and use of the singular shall include the plural. The following definitions apply unless the context in which the word or phrase is used requires a different definition:

- 1.1 Adopt-a-Street - A collaboration between Broward County, participating cities and volunteer groups, in which residents volunteer to remove litter from an adopted street in their city four times per year for two years.
- 1.2 Agreement - Means this document, Articles 1 through 9, inclusive. Other terms and conditions are included in the exhibits and documents that are expressly incorporated by reference.
- 1.3 Board - The Broward County Board of County Commissioners.
- 1.4 Bulk Trash - Large items such as sofas, chairs, mattresses, appliances and carpeting, including "white goods" as defined under Section 403.703, Florida Statutes, as well as woody waste such as fencing and lumber.
- 1.5 City Contract Administrator - \_\_\_\_\_. The primary responsibilities of the City Contract Administrator are to coordinate and communicate with COUNTY and to manage and supervise execution and completion of the terms and conditions of this Agreement as set forth herein. In the administration of this Agreement, as contrasted with matters of policy, all parties may rely on the instructions or determinations made by the City Contract Administrator.
- 1.6 County Contract Administrator - The Director of Broward County Solid Waste and Recycling Services. The primary responsibilities of the County Contract Administrator are to coordinate and communicate with CITY and to manage and supervise execution and completion of the terms and conditions of this Agreement as set forth herein. In the administration of this Agreement, as contrasted with matters of policy, all parties may rely on the instructions or determinations made by the County Contract Administrator.
- 1.7 County Administrator - The administrative head of COUNTY pursuant to Sections 3.02 and 3.03 of the Broward County Charter.
- 1.8 County Attorney - The chief legal counsel for Broward County who directs and supervises the Office of the County Attorney pursuant to Section 2.10 of the Broward County Charter.
- 1.9 Electronic Waste or "E-Waste" - End-of-life electronic devices such as computers, computer monitors, televisions, printers, fax machines and copiers.



- 1.10 Household Hazardous Waste - Wastes defined as hazardous in Chapter 62-730 of the Florida Administrative Code (FAC) and designated as acceptable materials as part of COUNTY's Household Hazardous Waste Program.
- 1.11 Keep Broward Beautiful - A set of programs that focuses on the organization, education, and coordination of volunteers for the removal of litter, including Adopt-a-Street, waterway cleanups, beach sweeps, and municipal events.
- 1.12 Recycled Paint Program - A program in which multiple colors of latex paint that have been collected for disposal are blended, recycled into new colors, and provided to the municipality to dispense to their residents free of charge.
- 1.13 Remote Collection Events - Periodic events hosted by municipalities within Broward County in cooperation with COUNTY staff, for the purpose of providing residents with opportunities to properly dispose of their household hazardous waste and unwanted electronics.
- 1.14 Unincorporated County - The geographical areas of Broward County that are not within the boundaries of any municipal corporation.
- 1.15 Yard Waste - Vegetative waste defined as "yard trash" under Section 403.703, Florida Statutes.

## ARTICLE 2

### TERM AND TIME OF PERFORMANCE

- 2.1 The term of this Agreement shall begin on the date it is fully and timely executed by both parties, or on May 1, 2014, whichever is later ("Effective Date") and shall end on September 30, 2018, subject to early termination as provided in Article 7; provided, however, if the term of this Agreement extends beyond a single fiscal year of COUNTY, the continuation of this Agreement beyond the end of any fiscal year shall be subject to both the appropriation and the availability of funds in accordance with Chapter 129, Florida Statutes.

## ARTICLE 3

### SCOPE OF SERVICES

- 3.1 CITY shall elect to participate in the following optional services by marking the box(es) and initialing below as appropriate:
  - ☐ KEEP BROWARD BEAUTIFUL PROGRAM, as described in Exhibit "A" attached hereto and made a part hereof.

- ☐ HOUSEHOLD HAZARDOUS WASTE PROGRAM, as described in Exhibit "B" attached hereto and made a part hereof.
  - ☐ BULK TRASH AND YARD WASTE DROP-OFF PROGRAM, as described in Exhibit "C" attached hereto and made a part hereof.
- 3.2 The addition or deletion of options referenced in Section 3.1 above may be unilaterally modified by either party, with or without cause, prior to March 1 of any year with regard to the following fiscal year.
- 3.3 The parties shall perform all work identified in this Agreement and Exhibit "A," if applicable, and Exhibit "B," if applicable, and Exhibit "C," if applicable. The parties agree that the scope of services is a description of CITY's and COUNTY's obligations and responsibilities and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks which are such an inseparable part of the work described that exclusion would render performance by both CITY and COUNTY impractical, illogical, or unconscionable.
- 3.4 CITY acknowledges and agrees that the COUNTY Contract Administrator has no authority to make changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Agreement.

#### ARTICLE 4 PAYMENT

- 4.1 COUNTY shall invoice CITY quarterly and payment shall be due within thirty (30) days. During the fiscal year beginning October 1, 2013 the quarterly payment shall be as shown by the amount shown in Exhibit "D" attached hereto and made a part hereof and shall be prorated based on the Effective Date of this Agreement as provided for in Section 2.1. Beginning October 1, 2014, the quarterly payment shall be as shown on Exhibit "D" and shall be escalated thereafter by an amount not to exceed three percent (3%) annually during the term of this Agreement. The annual escalation amount shall be determined by COUNTY based on its increase in costs of operations, if any, to provide services to CITY.
- 4.2 All payments to COUNTY shall be made at:

Broward County Board of County Commissioners  
Solid Waste and Recycling Services  
One North University Drive, Suite 400  
Plantation, Florida 33324

## ARTICLE 5 GOVERNMENTAL IMMUNITY

Nothing herein is intended to serve as a waiver of sovereign immunity by any party nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract. Both parties are state agencies or political subdivisions as defined in Chapter 768.28, Florida Statutes, and agree to be fully responsible for the acts and omissions of its respective agents or employees to the extent permitted by law.

## ARTICLE 6 INSURANCE

Both parties are entities subject to Section 768.28, Florida Statutes, and both parties shall furnish the Contract Administrator of the other party with written verification of liability protection in accordance with state law prior to final execution of said Agreement.

## ARTICLE 7 TERMINATION

- 7.1 This Agreement may be terminated for cause at any time by the aggrieved party if the party in breach has not corrected the breach within ten (10) days after written notice from the aggrieved party identifying the breach. This Agreement may be terminated for convenience effective the start of any fiscal year, which is October 1, by either party provided that the notice to terminate is received by March 1 of the existing fiscal year. This Agreement may also be terminated by the County Administrator upon such notice as the County Administrator deems appropriate under the circumstances in the event the County Administrator determines that termination is necessary to protect the public health or safety.
- 7.2 This Agreement may be terminated for cause for reasons including, but not limited to, a party's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to timely pay for services, failure to suitably perform the work; or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement. The Agreement may also be terminated for cause if CITY is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473, Florida Statutes, as amended or if CITY provides a false certification submitted pursuant to Section 287.135, Florida Statutes, as amended.
- 7.3 Notice of termination shall be provided in accordance with the "NOTICES" section of this Agreement except that notice of termination by the County

Administrator, which the County Administrator deems necessary to protect the public health, safety, or welfare may be verbal notice that shall be promptly confirmed in writing in accordance with the "NOTICES" section of this Agreement.

## ARTICLE 8 EEO COMPLIANCE

Both parties shall not unlawfully discriminate on the basis of race, color, national origin, sex, religion, age, marital status, political affiliation, familial status, disability, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement, the solicitation for or purchase of goods or services relating to this Agreement, or in subcontracting work in the performance of this Agreement and shall not otherwise unlawfully discriminate in violation of the Broward County Code, Chapter 16½, as may be amended from time to time. Both parties shall include the foregoing or similar language in their contracts with any subcontractors or subconsultants, except that any project assisted by the U.S. Department of Transportation funds shall comply with the non-discrimination requirements in 49 C.F.R. Parts 23 and 26, as amended. Failure to comply with the foregoing requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the non-breaching party deems appropriate.

Both parties shall not unlawfully discriminate against any person in their respective operations and activities or in their use or expenditure of funds in fulfilling their respective obligations under this Agreement. Both parties shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of fulfilling their obligations under this Agreement, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, both parties shall take affirmative steps to ensure nondiscrimination in employment against disabled persons.

By execution of this Agreement, both parties represent that they have not been placed on the discriminatory vendor list (as provided in Section 287.134, Florida Statutes, as may be amended from time to time). Each party hereby materially relies on such representation by the other party in entering into this Agreement. An untrue representation of the foregoing shall entitle the other party to terminate this Agreement.

## ARTICLE 9 MISCELLANEOUS

### 9.1 RIGHTS IN DOCUMENTS AND WORK

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 the party that created same and will be available to the other party for inspection or use at no cost; provided that nothing herein shall prevent or restrict

the owner of the documents from lawfully destroying or lawfully disposing of any such documents.

## 9.2 AUDIT RIGHT AND RETENTION OF RECORDS

Each party shall have the right to audit the books, records, and accounts of the other party that are related to this Agreement. CITY and COUNTY shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. CITY and COUNTY shall preserve and, upon request, make available, at reasonable times for examination and audit by the other party, 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, Florida Statutes, as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after the document or record came into existence. 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.

## 9.3 INDEPENDENT CONTRACTOR

CITY and COUNTY are independent contractors under this Agreement. Services provided by each party pursuant to this Agreement shall be subject to the supervision of that party. In providing such Services, each party, its respective officers, employees, or agents are not authorized to and shall not act as officers, employees, or agents of the other party. No partnership, joint venture, or other joint relationship is created hereby. Neither party extends to the other party or its respective agents any authority of any kind to bind it in any respect whatsoever.

## 9.4 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 right or claim against either of them based upon this Agreement.

## 9.5 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 sent by commercial express carrier with acknowledgement of delivery, 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:

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

With a copy to:

Director, Solid Waste and Recycling Services  
One North University Drive, Suite 400  
Plantation, Florida 33324

FOR CITY:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

9.6 ASSIGNMENT AND PERFORMANCE

Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of Contract Administrator of the other party.

9.7 CONFLICTS

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

Neither party nor its officers or employees shall, during the term of this Agreement, serve as an expert witness against the other party in any legal or administrative proceeding unless they are a party in such proceeding or compelled by court process. Further, the parties agree that such persons shall not 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 the other party in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude either party from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding.

#### 9.8 MATERIALITY AND WAIVER OF BREACH

COUNTY and CTY agree that each requirement, duty, and obligation set forth herein was bargained for at arms-length and is agreed to by the parties in exchange for quid pro quo, that each is substantial and important to the formation of this Agreement and that each is, therefore, a material term hereof.

CITY's or COUNTY's failure 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.

#### 9.9 COMPLIANCE WITH LAWS

Both parties shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing their duties, responsibilities, and obligations pursuant to this Agreement.

#### 9.10 SEVERANCE

In the event 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. An election to terminate this Agreement based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

#### 9.11 JOINT PREPARATION

Each party and its counsel have participated fully in the review and revision of this Agreement and acknowledge that the preparation of this Agreement has been their joint effort. The language agreed to expresses 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. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

#### 9.12 PRIORITY OF PROVISIONS

If there is 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 Articles 1 through 9 of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 9 shall prevail and be given effect.

### 9.13 JURISDICTION, VENUE, WAIVER OF JURY TRIAL

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. All parties agree and accept that jurisdiction of any controversies or legal problems arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the state courts of the Seventeenth Judicial Circuit in Broward County, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. **BY ENTERING INTO THIS AGREEMENT, CITY AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

### 9.14 AMENDMENTS

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the Board and CITY or others delegated authority to or otherwise authorized to execute same on their behalf.

### 9.15 PRIOR AGREEMENTS

This document represents the final and complete understanding of the parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The parties agree that there is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

### 9.16 PAYABLE INTEREST

9.16.1 Payment of Interest. Except as required by the Broward County Prompt Payment Ordinance, COUNTY nor CITY shall not be liable for interest for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof each party waives, rejects, disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim based on or related to this Agreement.



9.16.2 Rate of Interest. In any instance where the prohibition or limitations of Section 9.16.1 are determined to be invalid or unenforceable, the annual rate of interest payable by either party under this Agreement, whether as prejudgment interest or for any other purpose, shall be .025 percent simple interest (uncompounded).

9.17 INCORPORATION BY REFERENCE

The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the parties.

9.18 REPRESENTATION OF AUTHORITY

Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

9.19 MULTIPLE ORIGINALS

Multiple copies of this Agreement may be executed by all parties, each of which, bearing original signatures, shall have the force and effect of an original document.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have made and executed the Agreement on the respective dates under each signature: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor, authorized to execute same by BOARD action on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and CITY signing by and through officers 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 Broward County  
Board of County Commissioners

By \_\_\_\_\_  
Mayor

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Insurance requirements  
approved by Broward County  
Risk Management Division

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 \_\_\_\_\_  
Noel M. Pfeffer (Date)  
Deputy County Attorney

\_\_\_\_\_  
Print Name and Title above

NMP:slw  
11/28/12  
NMP-kbb-hhw-municipalities.ila.doc  
12-083

INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF  
TAMARAC FOR OPTIONAL SERVICES FOR KEEP BROWARD BEAUTIFUL,  
HOUSEHOLD HAZARDOUS WASTE, AND BULK TRASH AND YARD WASTE DROP-  
OFF.

CITY

ATTEST:

\_\_\_\_\_  
City Clerk

By: \_\_\_\_\_  
\_\_\_\_\_, Mayor

Dated: \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

APPROVED AS TO LEGAL FORM:

\_\_\_\_\_  
\_\_\_\_\_, City Attorney

Dated: \_\_\_\_\_

## **EXHIBIT "A"**

### **Keep Broward Beautiful Program**

#### County Responsibilities

- Contact interested groups and provide information on Keep Broward Beautiful ("KBB") programs.
- Provide Adopt-a-Street ("AAS") support services, including but not limited to, obtaining group and street approval from the appropriate municipality; obtaining letters of agreement from interested groups; providing signage that recognizes municipality and group; conducting safety meetings; monitoring group events; and releasing non-performing groups.
- Provide AAS materials: signs, gloves, safety vests, first-aid kits, and road barricades.
- Coordinate annual Great American Clean-up campaign, including providing bags, gloves and other materials.
- Coordinate KBB-related litter prevention events, such as America Recycles Day activities, Municipal Event Community Outreach, and annual Litter Index review, subject to the availability of resources.
- Conduct educational sessions at schools, subject to the availability of resources.
- Oversee on-site clean-up efforts at schools, subject to the availability of resources.
- Create annual AAS newsletter and Great American Clean-up summary.
- Maintain event statistics for groups within each city and countywide.
- Supply city with quarterly events reports.

#### City Responsibilities

- Provide timely payments to County.
- Designate a city coordinator who will be responsible for distributing information on KBB programs; forwarding information on interested groups; approving streets for adoption; supplying city logo for artwork on signs and manuals; attending tri-annual meetings; assisting with city event permits; and coordinating sign installation and maintenance.
- Approve participating groups such as homeowners' associations, schools, businesses, local residents groups, and other civic groups.
- Remove and dispose of trash bags when necessary.

## **EXHIBIT "B"**

### **Household Hazardous Waste Program**

#### County Responsibilities

- Maintain and staff three permanent service locations for residential drop-off of Household Hazardous Waste (HHW), including electronics recycling, with each location open at least one day per week.
- Conduct a minimum of twelve Remote Collection Events annually, within cities not containing the permanent sites.
- Obtain cost-effective contract disposal and recycling services through competitive procurements for materials accepted at permanent service locations and Remote Collection Events.
- Provide regulatory oversight and compliance for permanent service locations and Remote Collection Events.
- Provide outreach and promotional activities including regional advertising and signage.
- Administer the "Paint it Broward" recycled paint program, which converts latex paint collected through the County's HHW Program into a high-quality exterior latex paint, and distributes it at no charge to participating municipalities for use by their residents.
- Provide small businesses located within City with the opportunity to use the HHW Program contracts.
- Collect and maintain data on resident usage and waste disposal.
- Provide quarterly reports to City on program activities, citizen usage and associated costs.

#### City Responsibilities

- Provide timely payments to County.
- Provide a city liaison for outreach and promotional activities, Remote Collection Events and the "Paint it Broward" recycled paint program (where applicable).
- Conduct municipal-based outreach and promotion for HHW services and events, such as inclusion in municipal newsletters and promotion on municipal website.
- Provide a municipal-based distribution outlet for recycled paint (if city chooses to participate in the Paint it Broward program).
- Provide a location and staff for HHW Remote Collection Events, if requested by the City, and sufficient staff at that event for traffic control, customer surveys, and incident follow-up.

**EXHIBIT "C"**  
**Bulk Trash and Yard Waste Drop-Off Program**

County Responsibilities

- Administer and operate bulk trash, yard debris and scrap metal drop-off services for participating cities.
- Maintain and staff three permanent service locations for residential yard waste and bulk trash drop-off, open a minimum of one day per week to all residents of the City.
- Provide outreach and promotional activities, including regional advertising and signage.
- Collect and maintain data on resident usage and waste disposal.
- Provide quarterly reports on program activities, usage and associated costs.

City Responsibilities

- Provide timely payments to County.
- Provide a city liaison for program-related assistance, and local outreach and promotional activities.
- Conduct municipal-based outreach and promotion for these services.

**EXHIBIT D**  
**FY 2014 ANNUAL COST OF COUNTY PROGRAMS, BY MUNICIPALITY**

<b>Contract Community</b>	<b>2010 Census Population*</b>	<b>Household Hazardous Waste Program</b>	<b>Residential Drop-off Program</b>	<b>Keep Broward Beautiful Program</b>
		<b>@ \$2.06 per capita</b>	<b>@ \$0.52 per capita</b>	<b>@ \$0.24 per capita</b>
Coconut Creek	52,909	\$108,993	\$27,513	\$12,698
Cooper City	28,547	58,807	14,844	6,851
Coral Springs	121,096	249,458	62,970	29,063
Dania Beach	29,639	61,056	15,412	7,113
Davie	91,992	189,504	47,836	22,078
Deerfield Beach	75,018	154,537	39,009	18,004
Ft. Lauderdale	165,521	340,973	86,071	39,725
Hallandale Beach	37,113	76,453	19,299	8,907
Hillsboro Beach	1,875	3,863	975	450
Hollywood	140,768	289,982	73,199	33,784
Lauderdale-by-the-Sea	6,056	12,475	3,149	1,453
Lauderdale Lakes	32,593	67,142	16,948	7,822
Lauderhill	66,887	137,787	34,781	16,053
Lazy Lake Village	24	49	12	6
Lighthouse Point	10,344	21,309	5,379	2,483
Margate	53,284	109,765	27,708	12,788
Miramar	122,041	251,404	63,461	29,290
North Lauderdale	41,023	84,507	21,332	9,846
Oakland Park	41,363	85,208	21,509	9,927
Parkland	23,962	49,362	12,460	5,751
Pembroke Park	6,102	12,570	3,173	1,464
Pembroke Pines	154,750	318,785	80,470	37,140
Plantation	84,955	175,007	44,177	20,389
Pompano Beach	99,845	205,681	51,919	23,963
Sea Ranch Lakes	670	1,380	348	161
Southwest Ranches	7,345	15,131	3,819	1,763
Sunrise	84,439	173,944	43,908	20,265
Tamarac	60,427	124,480	31,422	14,502
West Park	14,156	29,161	7,361	3,397
Weston	65,333	134,586	33,973	15,680
Wilton Manors	11,632	23,962	6,049	2,792
Unincorporated	16,357	33,695	8,506	3,926
<b>Total</b>	<b>1,748,066</b>	<b>\$3,601,016</b>	<b>\$908,992</b>	<b>\$419,534</b>




\* Population figures are from the Office of Economic and Demographic Research (EDR) generated on March 17, 2011 (<http://edr.state.fl.us/content/population-demographics/data/index.cfm>).



**Title - TR12490 - Authorize the execution of Task Authorization No. 14-11E with Mathews Consulting Inc. to provide professional engineering and permitting services for the Tamarac Village Project**

Resolution of the City Commission of the City of Tamarac, Florida, approving execution of Task Authorization No. 014-11E with Mathews Consulting, Inc. to provide Professional Engineering Services for the design and permitting of the Tamarac Village Project, in accordance with The City's Continuing Service Agreement as authorized by Resolution R-2011-87; authorizing an expenditure for said purpose in an amount not to exceed \$631,471.00; authorizing an appropriation of \$631,471.00; providing for conflict; providing for severability; and providing for an effective date.

**ATTACHMENTS:**

Description	Upload Date	Type
 <a href="#">TR 12490 MEMO</a>	5/5/2014	Cover Memo
 <a href="#">TR12490 Resolution</a>	5/8/2014	Resolution
 <a href="#">TR 12490 Exhibit 1</a>	5/5/2014	Exhibit



**CITY OF TAMARAC  
INTEROFFICE MEMORANDUM  
PUBLIC SERVICES DEPARTMENT**

**TO: Michael C. Cernech, City Manager    DATE: May 5, 2014**

**Thru: Mark Mason, Financial  
Services Director**

**Thru: Jack Strain, Public Services  
Director**

**FROM: John E. Doherty, P.E.   
Assistant Director of Public  
Works/City Engineer**

**RE: Temp. Reso. #12490 –  
Engineering Services For  
Tamarac Village – May 14, 2014,  
Commission Meeting Agenda**

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**Recommendation**

The Assistant Director of Public Works/City Engineer recommends that the City Commission authorize the execution of Task Authorization No. 14-11E with Mathews Consulting Inc. to provide professional engineering and permitting services for the Tamarac Village Project, located north of Commercial Boulevard between 94<sup>th</sup> Avenue and Pine Island Road, in accordance with the City of Tamarac Continuing Engineering Services Agreement as authorized by Resolution R-2011-87 dated August 24, 2011, in an amount not-to-exceed \$631,417.00.

**Issue**

The award of Task Authorization No. 14-11E with Mathews Consulting Inc. to provide professional engineering and permitting services for the Tamarac Village Project.

**Background**

Tamarac Village consists of approximately twenty-three (23) acres of vacant City-owned property, which is envisioned to be the City's future "Down Town" corridor; with NW 57<sup>th</sup> Street being the corridor's "Main Street". Mathews Consulting recently completed the Preliminary Design Report for the Tamarac Village Project, under Task Authorization Number 13-01E, as authorized by Resolution R-2012-133. The design elements for this task (Task Authorization No. 14-11E) include; Water, Sewer, Stormwater and Utility Infrastructure design and permitting; Electrical/Wi-Fi/Sound System/Surveillance Infrastructure design; Streetscape Infrastructure (i.e. Hardscape/Landscape) design; Intersection and Pedestrian Signalization Systems design and permitting; Village Square Area Band Shell/Restroom Structure and project construction cost opinions.

**Analysis**

The City of Tamarac's Continuing Engineering Services Agreement, as authorized by Resolution R-2011-87, includes six (6) engineering firms. Upon consideration of the knowledge and resources of Mathews Consulting Inc. together with their past experience on the Tamarac Village Preliminary Design Report, it was determined that Mathews Consulting Inc. was the appropriate firm to use for this project.

The estimated schedule for completing Task Authorization No. 14-11E is seventeen (17) months.

**Fiscal Impact**

The Mathews Consulting Proposal (Task Authorization No. 14-11E) is for an amount not-to-exceed \$631,471.00. An appropriation for the cost of this Task Authorization will be included in budget amendment two in November 2014 pursuant to F.S. 166.241(2). In addition, the offsetting revenue for this Task Authorization will be funded through a bond issue by the Tamarac Village Community Development District (District) as provided for in the Funding Agreement between the City of Tamarac and the District.

Attachment: Temporary Resolution No. 12490

CITY OF TAMARAC, FLORIDA

RESOLUTION NO. R- 2014\_\_\_\_\_

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, APPROVING EXECUTION OF TASK AUTHORIZATION NO. 014-11E WITH MATHEWS CONSULTING, INC. TO PROVIDE PROFESSIONAL ENGINEERING SERVICES FOR THE DESIGN AND PERMITTING OF THE TAMARAC VILLAGE PROJECT, IN ACCORDANCE WITH THE CITY'S CONTINUING SERVICE AGREEMENT AS AUTHORIZED BY RESOLUTION R-2011-87; AUTHORIZING AN EXPENDITURE FOR SAID PURPOSE IN AN AMOUNT NOT TO EXCEED \$631,471.00; AUTHORIZING AN APPROPRIATION OF \$631,471.00; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

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WHEREAS, the City of Tamarac desires to develop detailed engineering plans for the Tamarac Village Project, which is located north of Commercial Boulevard, between 94<sup>th</sup> Avenue and Pine Island Road; and

WHEREAS, Tamarac Village consists of approximately twenty-three (23) acres of vacant City owned property, which is envisioned to be the City's future "Down Town" corridor, with NW 57<sup>th</sup> Street being the corridor's "Main Street"; and

WHEREAS, Mathews Consulting recently completed the Preliminary Design Report for the Tamarac Village Project, under Task Authorization Number 13-01E, as authorized by Resolution R-2012-133, dated November 28, 2012; and

WHEREAS, the design element for Task Authorization No. 14-11E include;

Water, Sewer, Stormwater and Utility Infrastructure; Electrical/Wi-Fi/Sound System/ Surveillance Infrastructure; Streetscape Infrastructure (i.e. Hardscape/Landscape); Intersection and Pedestrian Signalization Systems; Village Square Area Band Shell and Restroom Structure and Construction Cost Opinions; and

WHEREAS, the City requires the services of a consulting firm knowledgeable in the area of water, sewer, stormwater and utility infrastructure design and permitting; and

WHEREAS, Mathews Consulting, Inc. has detailed knowledge of the Tamarac Village Project through their work on the Preliminary Design Report and possesses the required knowledge and experience to provide professional engineering services for the infrastructure design and permitting of the Tamarac Village Project; and

WHEREAS, Mathews Consulting, Inc. has submitted a detailed proposal in an amount not to exceed \$631,471.00, attached hereto as Exhibit "1", incorporated herein and made a specific part of this resolution; and

WHEREAS, the proposal for this work describes all tasks to be performed in accordance with Article I, "Scope of Work", of the City of Tamarac Continuing Engineering Services Agreement as authorized by Resolution R-2011-87 dated August 24, 2011, incorporated herein by reference and on file in the office of the City Clerk; and

WHEREAS, Mathews Consulting, Inc. has been pre-qualified to provide professional engineering services by the City of Tamarac as authorized by Resolution R-2011-87 and the associated Continuing Engineering Services Agreement dated

August 24, 2011; and

WHEREAS, it is the recommendation of the Director of Public Services, the Director of Financial Services and the Purchasing Contracts Manager that Task Authorization No. 14-11E from Mathews Consulting, Inc. be approved, executed and funded; and

WHEREAS, the City Commission of the City of Tamarac, Florida, deems it to be in the best interest of the citizens and residents of the City of Tamarac to accept and execute Task Authorization No. 14-11E with Mathews Consulting, Inc. to provide professional engineering services for the design and permitting of the Tamarac Village Project in an amount not to exceed \$631,471.00 and to provide funding from the appropriate budgeted Tamarac Village Project accounts.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA,

SECTION 1: The foregoing "WHEREAS" clauses are HEREBY ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption hereof and all exhibits referenced and attached hereto are incorporated herein and made a specific part of this resolution.

SECTION 2: The City Commission HEREBY approves execution of Task Authorization No. 14-11E with Mathews Consulting, Inc. in an amount not to exceed \$631,471.00, and the appropriate City Officials are hereby authorized to execute Task Authorization No. 14-11E per the proposal, attached hereto as Exhibit "1", incorporated herein and made a specific part of this resolution.

SECTION 3: An appropriation in the amount not to exceed \$631,471.00 is hereby approved and will be included in Budget Amendment Number Two in November 2014, pursuant to F.S. 166.241(2).

SECTION 4: The appropriate City Officials are hereby authorized to expend an amount not to exceed \$631,471.00 for said purpose.

SECTION 5: The City Manager or Designee is hereby authorized to issue Change Order in amount not to exceed established threshold per Section 6-147 of the City Code.

SECTION 6: All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 7: If any clause, section, other part or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or

applications of this Resolution.

SECTION 8: This Resolution shall become effective immediately upon its passage and adoption.

PASSED, ADOPTED AND APPROVED this\_\_\_\_\_day of\_\_\_\_\_, 2014.

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HARRY DRESSLER  
MAYOR

ATTEST:

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PATRICIA A. TEUFEL, CMC  
CITY CLERK

I HEREBY CERTIFY that I have  
approved this RESOLUTION as to form.

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SAMUEL S. GOREN  
CITY ATTORNEY

**CITY OF TAMARAC**  
**Task Authorization No. 14 -11E**

**Engineering Services for Tamarac Village**

**DATE:** April 29, 2014

**BACKGROUND**

This Task Order Authorization is for the performance of engineering design, permitting and bidding services by Mathews Consulting, Inc (CONSULTANT) pursuant to the Continuing Engineering Services Agreement between Mathews Consulting, Inc. and the CITY of Tamarac (CITY), hereafter referred to as the Agreement.

The CITY of Tamarac desires to develop construction plans for Tamarac Village, which is located north of Commercial Boulevard, between 94<sup>th</sup> Avenue and Pine Island Road (refer to the attached Project Location Map). The Tamarac Village consists of approximately twenty-three (23) acres of vacant CITY-owned property, which is envisioned to be the CITY's future "Down Town" corridor; with NW 57<sup>th</sup> Street being the corridor's "Main Street".

Mathews Consulting recently completed the Preliminary Design Report for Tamarac Village in September 2013, under Task Order Authorization No. 13-01E. This Task Authorization will be for the CONSULTANT to prepare 30%, 60%, 90% and 100% design plans and specifications for the components shown in the Preliminary Design Report, including all permitting required and providing bidding assistance. Construction Services will be provided under a separate Task Authorization.

**DESCRIPTION OF WORK**

It is assumed that the design elements will be included in one (1) bid package as follows:

**1. Potable Water [refer to Technical Memorandum (TM) 4 in the Preliminary Design Report (PDR)]**

- The potable water main improvements will include the replacement of the existing 12-inch AC water main with a 12-inch DIP water main along the length of NW 57<sup>th</sup> Street between Pine Island Road and NW 94<sup>th</sup> Avenue. Connection will be made from the proposed 12-inch water main to all existing water services.
- New fire hydrants off an 8-inch main, will be provided along NW 57<sup>th</sup> Street so that the furthest exterior portion of a building is within 200 feet of a hydrant.
- Grout and abandon the existing 12-inch AC water main.



- Water main stubs with isolation gate valves will be extended to the right-of-way line from the new 12-inch water main. The water main stubs shall be located to enable a future looped configuration through the proposed Tamarac Village development.

## 2. Sanitary Sewer (refer to TM 4 in the PDR)

- A new 12-inch gravity sanitary sewer is proposed from the LS #16A wet-well across NW 94<sup>th</sup> Avenue. From this point, 10-inch gravity sewer is proposed within the center of the eastbound lanes of NW 57<sup>th</sup> Street, extending to NW 91<sup>st</sup> Avenue and providing service to the proposed restrooms at the Village square. The existing gravity sewer within the 25-foot utility easement on the north side of NW 57<sup>th</sup> Street would be abandoned in place after filling the manholes with clean sand or grout and removing the top sections (i.e. frame and lid). The utility easement itself could also be abandoned. The existing sanitary sewer laterals serving the Temple Beth Torah and the Buddhist Society would be reconnected to the new gravity sewer.
- For the service area east of NW 91<sup>st</sup> Avenue, a new 10-inch gravity sanitary sewer is proposed within the eastbound lanes of NW 57<sup>th</sup> Street. A new sanitary manhole (doghouse style) will be installed on the existing gravity sewer along the west side of Pine Island Road. The proposed sanitary sewer will extend to near the east side of the Tamarac Village Square and will connect the existing sewer lateral services from the Assisted Living Facility, Wendy's and Walgreens. The existing gravity sanitary sewer along the south side of NW 57<sup>th</sup> Street which serves Wendy's will be abandoned in place, the manhole top sections removed and the manholes filled with dirt.
- Sanitary sewer stubs (8-inch) with a terminal sanitary manhole will be provided to each of the development parcels just beyond the right-of-way line, for future service connection.
- Grout and abandon an existing 4-inch wastewater force main.

## 3. Stormwater (refer to TM 4 in the PDR)

- The project limits for the Tamarac Village drainage improvements include NW 57<sup>th</sup> Street (Pine Island Road to NW 94<sup>th</sup> Avenue); approximately 15.5 acres of vacant properties on the north and south sides of NW 57<sup>th</sup> Street; existing developed and permitted properties along the north and south sides of NW 57<sup>th</sup> Street; and a vacant land parcel located at the northeast corner of NW 58<sup>th</sup> Street and NW 94<sup>th</sup> Avenue. Additional drainage inlets and piping with exfiltration trench are proposed for NW 57<sup>th</sup> Street right-of-way with the outfall connected to each of two existing outfalls to the existing secondary canal system. The vacant parcels on the north side of the roadway will outfall directly north into the existing secondary canal system while the vacant parcels on the south side of NW 57<sup>th</sup> Street will be manifolded to a piped discharge across NW 57<sup>th</sup> Street and into the existing secondary canal system as well.
- Water quality treatment for the parcels to be developed will be provided by a combination of dry detention areas on the Wendy's parcel; and on the vacant parcel located at the northeast corner of NW 58<sup>th</sup> Street and NW 94<sup>th</sup> Avenue; and some portion of the water quality treatment will also be provided within exfiltration trench within NW 57<sup>th</sup> Street right-of-way and on the vacant parcels upon development. Specifically, each parcel developer will be required to provide on-site, a minimum of 2 ½-inches over the percent impervious

area for the parcels to be developed with commercial land uses and 1-inch over the site for residential land uses. This required treatment volume will be offset by water quality treatment provided in the proposed dry detention area at NW 58<sup>th</sup> Street and NW 94<sup>th</sup> Avenue. Weirs will be provided in order to surcharge the on-site exfiltration trench systems.

- Because of the existence of exfiltration trench and control structures, it is assumed that stormwater storage for the 25 yr-3 day storm event and water quality is currently provided within the Cinnamon Tree Plaza parcel, the ALF parcel, the bank, the Wendy's and Walgreens parcels and the Buddhist Society parcel. These systems will not be modified except for relocation of a portion of the dry detention area adjacent to Wendy's.
- Stormwater storage for the vacant parcels south of NW 57<sup>th</sup> Street will be provided within the existing canal system as per the City's Master SFWMD Permit.

#### 4. Other Utilities

- Coordinate with CITY and FPL regarding placing the overhead electrical distribution lines underground w/ conduits, pullboxes and services.
  - Both AT&T and Comcast have cable hung on the FPL concrete poles. These utilities will need to be coordinated for placing underground.
  - Coordinate with Sunrise Gas to relocate natural gas lines as required to eliminate any conflicts with new utilities. No further design of any proposed natural gas systems re included in this Task Authorization.

#### 5. Streetscape (refer to TM 2 and TM 3 in PDR)

- The hardscape, landscape and irrigation shall be as follows:
  - NW 57<sup>th</sup> St.: 106 foot wide R-O-W with a 14'-8" wide landscape median with Type D curb on each side of the median. A single 11 foot drive lane with a 5 foot wide bike lane will be provided along the eastbound and westbound. The remaining R-O-W width will contain a sidewalk/promenade area with periodically located landscape planters.
  - Diagonal parking (at 45 degrees) will be provided along the length of the roadway. Type F curb and gutter will be provided along the front of the parking spaces.
  - NW 91<sup>st</sup> Ave.: 50 foot wide R-O-W with one northbound and two southbound drive lanes, a 5 foot wide bike path on both sides, Type F curbs and a 5 foot wide planter on both sides. The R-O-W will require expansion by approximately 4 foot to accommodate the planters. The sidewalks on each side will be within private property and a sidewalk easement will be required. Alternately, the CITY could expand the R-O-W to accommodate the planters and sidewalks.
  - Landscaping (people and hurricane friendly design), including accent lighting.
  - Irrigation System.
  - Decorative Street Light Poles.
  - Bollards, gateway sign, benches, planters, trash receptacles, bike racks, fountains.
  - Blacktop roadway w/ decorative paving or pavers at intersections.
  - Village Square Area (w/ Band Shell that includes restrooms and control/electrical room with AC)
  - Westbound right turn lanes (2) along Commercial Boulevard.

## 6. Intersection and Pedestrian Crossing

- Traffic Warrant Study (Commercial Blvd./NW 91<sup>st</sup> Ave.).
- Intersection Signalization (Commercial Blvd./NW 91<sup>st</sup> Ave.).
- Pedestrian Pushbutton Signalization (Pine Island Rd./NW 57<sup>th</sup> St.)

## 7. Electrical, Wi-Fi, PA/Sound System & CCTV/Surveillance System (refer to TM 5 in PDR)

- Decorative Street Lighting. The lighting will be controlled with a lighting contactor and a photocell.
- Landscape Lighting. The lighting will be controlled with a lighting contactor, time clock and a photocell.
- Electrical service will be provided to the Band Shell.
- Extend a raceway system from the Aquatic Center to the main control room in the Band Shell.
- Backbone system to support the specialty items (Wi-Fi, Digital Signage, PA/Sound System & CCTV/ Surveillance System). The backbone system will include empty raceway, pull boxes, manholes, etc. originating from the main control room at the band shell to areas within the Tamarac Village R-O-W. This shall include necessary power supplies for said equipment.

### SCOPE OF WORK

The services provided under this Task Authorization will be divided into defined tasks in order to perform the required engineering services. The following is the description of the tasks to be completed by the CONSULTANT:

- Task 1 – Overall Project Management
- Task 2 – Data Collection
- Task 3 – Design
- Task 4 – Permitting
- Task 5 – Bidding Assistance

### Task No. 1 – Overall Project Management

#### Subtask 1.1 Project Design Kick-Off Meeting

CONSULTANT shall coordinate a Design Kick-Off Meeting with the Design Team and CITY staff with the primary objectives of developing a clear understanding of the scope of work, verifying the CITY's goals and objectives, key concerns of all project participants, establishing design standards, and establishing proper communication between CONSULTANT's Design Team and the CITY staff. The meeting agenda and meeting minutes shall be prepared by the CONSULTANT.

### **Subtask 1.2 Comprehensive Project Coordination**

CONSULTANT shall provide project coordination between the CITY, the Engineering Design Team, FP&L, AT&T, Comcast, Sunrise Gas Co., etc. and other governmental agencies as necessary related to the design and permitting of the project. This includes assisting the CITY with pre-qualification requirements of the construction contractors for the project.

### **Subtask 1.3 Monthly Design Meetings**

CONSULTANT shall attend monthly meetings (total of 17) with CITY staff and provide a written summary of the issues discussed. This assumes a design, permitting and bidding schedule of 17 months.

### **Subtask 1.4 FPL Coordination Meetings**

CONSULTANT shall attend up to four (4) meetings with FPL, FPL FiberNet and AT&T/Comcast CATV regarding the undergrounding of these facilities in the project area. CONSULTANT shall also attend up to two (2) meetings with FPL, FPL FiberNet and AT&T/Comcast CATV regarding providing new service to facilities in the project area. A written summary of the issues discussed will be provided to the CITY.

CONSULTANT assumes that FPL and AT&T/Comcast CATV will be responsible for preparing their own design drawings.

### **Subtask 1.5 Broward County Traffic Division Meetings**

CONSULTANT shall attend up to six (6) meetings with Broward County Traffic Division as it relates to proposed signalization improvements and provide a written summary of the issues discussed.

### **Subtask 1.6 Presentations to City Commission**

CONSULTANT shall attend one (1) CITY Council Workshop meeting to provide a presentation on the project. This includes preparing a Power Point Presentation and handouts. A color rendering of the band shell will also be provided.

## **Task No. 2 – Data Collection**

### **Subtask 2.1 Pipeline Corridor Analysis**

Field reconnaissance of the additional pipeline corridor shall be performed. Photograph log walk-through will be included. Potential existing conflicts will be identified.

## **Subtask 2.2 Utility Coordination**

Coordination with utility agencies (Electric, Telephone, Gas, and Cable TV) shall be performed to collect record information in the additional areas added to the project. This Subtask includes reconciling apparent discrepancies between record information and existing photographic and field-verification information.

## **Subtask 2.3 – Geotechnical Data**

CONSULTANT shall furnish the services of a geotechnical firm to perform additional geotechnical evaluations of the project area, including soil borings, pavement cores, and exfiltration tests. This also includes mast arm foundation and band shell foundation design recommendations.

## **Subtask 2.4 – Field Verification**

CONSULTANT shall furnish the services of a professional underground services company to locate any required buried utilities at key points and utility crossings by “soft dig” methods.

## **Task No. 3 – Final Design**

Final design shall consist of preparation of Contract Specifications, Contract Drawings (plan/profile), and Final Construction Cost Opinion.

## **Subtask 3.1 thru 3.4 – Construction Documents for Streetscape and Utility Improvements**

Preparation of construction documents shall include contract drawings and technical specifications. Contract drawings shall include: cover sheet, general notes, plan/profile drawings, roadway sections, traffic signalization plans, signage & pavement marking plans, sanitary sewer/drainage/water main plans, hardscape plans, landscape plans, irrigation plans, band shell w/ restrooms and electrical room plans, decorative street lighting plans, backbone system for Wi-Fi, PA/Sound System, CCTV/Surveillance System and miscellaneous detail sheets. The drawing scale shall be 1-inch equals 20 feet for plan view and 1-inch equals 2 feet for profile view. CONSULTANT shall prepare the engineering design elements on topographic survey information in an AutoCAD release 2012 format. Contract documents shall include: “front-end” documents and technical specifications and shall conform to the CITY of Tamarac Standard Details and Specifications. CITY’s design standards will be reviewed and incorporated into the technical specifications where appropriate.

Plan view only drawings (three copies w/ PDF file) and specifications (three copies w/ PDF file) shall be submitted to the CITY at the 30% design stage. The drawings shall show limits of streetscape improvements; water, sanitary and stormwater; detention areas for stormwater, preliminary information concerning hardscape, landscape/irrigation, decorative street lighting and back bone system (Wi-Fi, PA/Sound System, CCTV/Surveillance System). The 30% design will include a Warrant Study for the traffic signalization at Commercial Blvd. and NW 91<sup>st</sup> Ave. and will not include design drawings until the 60% stage. The 30% design will only include schematic floor

plan drawings and a report for the architectural design for the band shell and will not include design drawings until the 60% stage.

Drawings (plan/profile) and specifications (three copies w/ PDF file) shall be submitted for CITY review at 60%, 90% and 100% stages. CONSULTANT shall meet with the CITY to discuss comments, and incorporate comments into final documents. CONSULTANT shall furnish with the 100% design drawings, one set of AutoCAD Version 2012 files in electronic format on CD.

### **Subtask 3.5 – Construction Cost Opinion**

Preparation of construction cost opinion at 30%, 60%, 90% and 100% design stages. The construction cost opinion shall reflect changes in general scope, extent or character of design requirements incorporated during the various design review stages.

### **Subtask 3.6 – Design Meetings**

CONSULTANT shall attend and distribute minutes for three (30%, 60%, and 90%) design review meetings.

### **Subtask 3.7 – Quality Assurance**

CONSULTANT shall provide internal QA/QC reviews on the 30%, 60%, 90% and 100% Design Documents (e.g. drawings, specifications and cost estimates).

## **Task No. 4 – Permitting**

At the onset of the project, CONSULTANT shall meet with the potential permitting agencies to determine all potential permitting requirements. Agencies anticipated to have interest in the project include: SFWMD, Broward County Traffic Engineering Division, Broward County Health Department, Broward County Environmental Protection Dept., and Broward County Engineering Dept. *Services do not include preparing any applications for construction dewatering activities or NPDES.*

### **Subtask 4.1 – SFWMD Stormwater Permit Modification**

CONSULTANT shall prepare permit application forms for SFWMD and submit the required documentation for the permit and address agency comments or concerns. Associated permit application fees shall be determined by CONSULTANT and paid by CITY.

### **Subtask 4.2 – BCEP&GM Stormwater License**

The existing surface water management license #SWM2000-114-02 will be used as a guideline for preparation of the new Conceptual Permit to include the existing development and the development of the vacant parcels along NW 57<sup>th</sup> Street.

#### **Subtask 4.3 – BCHD Water Main Permit**

The existing permit expires on July 1, 2015, therefore CONSULTANT shall prepare new water main permit application forms for Broward County Health Dept. and submit the required documentation for the permit and address agency comments or concerns. Associated permit application fees shall be determined by CONSULTANT and paid by CITY.

#### **Subtask 4.4 – BCEP&GM Sewer Permit**

The existing permit expires on June 13, 2015, therefore CONSULTANT shall prepare new sanitary sewer permit application forms for Broward County Environmental Protection Dept. and submit the required documentation for the permit and address agency comments or concerns. Associated permit application fees shall be determined by CONSULTANT and paid by CITY.

#### **Subtask 4.5 – SFWMD Water Use Permit (Irrigation)**

CONSULTANT shall prepare permit application forms for SFWMD and submit the Water Use permit application for Irrigation. Associated permit application fees shall be determined by CONSULTANT and paid by CITY.

#### **Subtask 4.6 – Broward County Engineering**

CONSULTANT shall prepare and sign/seal permit application forms for Broward County Engineering Dept. (work within Commercial Blvd. and N. Pine Island Road) and submit the required documentation for the permit and address agency comments or concerns. Associated permit application fees shall be determined by CONSULTANT and paid by CITY.

#### **Subtask 4.7 – Broward County Traffic Engineering Division**

CONSULTANT shall prepare and submit the applicable warrant study for intersection signalization at Commercial Blvd/NW 91<sup>st</sup> Avenue. Associated permit application fees shall be determined by CONSULTANT and paid by CITY. NOTE: the pedestrian crossing at Pine Island Road/NW 58<sup>th</sup> Street Warrant Study was previously submitted by CONSULTANT under a separate Task Authorization.

### **Task No. 5 - Bidding Services**

#### **Subtask 5.1 – Assist in Bid Advertisement**

CONSULTANT to provide draft bid set (contract drawings, technical specifications and bid form) to the CITY. CONSULTANT to provide one PDF file for the technical specifications, one PDF file for the drawings and one Word file for the bid form on CD for CITY use. CONSULTANT shall incorporate CITY review comments and finalize the draft bid set. Documents submitted from CONSULTANT will be incorporated with the CITY's front end documents to achieve the final bidding document/contract for solicitation by the CITY.

CITY will be responsible for any required advertising and will solicit the bid by use of their electronic bidding system. It is anticipated that a single base bid will be utilized.

#### **Subtask 5.2 – Pre-Bid Conference**

CONSULTANT shall conduct a pre-bid conference in conjunction with CITY staff. CONSULTANT to provide a written summary of issues discussed to CITY upon completion of pre-bid conference.

#### **Subtask 5.3 – Bid Clarification/Addenda**

CONSULTANT shall address questions and Requests for Information (RFI's) received by developing addendum document(s) for use by the CITY to issue to potential bidders. Addendum to provide corrections, supplemental information or clarification, as appropriate, to interpret, clarify, or expand the bidding documents.

#### **Subtask 5.4 – Contract Award**

CITY will open bids and provide CONSULTANT with bid responses received, either electronic copy or a hard copy. CONSULTANT shall prepare bid tabulation sheet. CONSULTANT shall assist CITY in evaluating bids, including reference checks, for an award recommendation to the lowest responsive and responsible bidder. CONSULTANT shall submit to CITY written recommendation concerning contract award.

#### **Subtask 5.5 – Conformed Contract Documents**

CONSULTANT shall prepare conformed Contract Documents (Drawings and Specifications) for use by the selected Contractor and CITY during construction.

#### **Allowance**

The Allowance will only be used as directed by the CITY for additional services not included in this Task Authorization.

### **ASSUMPTIONS**

Work described herein is based upon the assumptions listed below. If conditions differ from those assumed in a manner that will affect schedule of Scope of Work, CONSULTANT shall advise CITY in writing of the magnitude of the required adjustments. Changes in completion schedule or compensation to CONSULTANT will be negotiated with CITY.

1. CONSULTANT assumes that all existing and proposed infrastructure roadway alignments are within CITY of Tamarac rights-of-way, easements or property owned by the CITY.
2. CITY will provide CONSULTANT with available record drawings of all CITY utilities in the project area.



3. CITY personnel will assist in limited field verification of affected existing CITY facilities.
4. CITY will prepare front-end documents.
5. CITY will be responsible for any acquisition of easements (including temporary). CONSULTANT shall provide legal description and sketches of easements required, including temporary construction easements of property required for facilities.
6. The limits of the project (curbing, sidewalk and cross-walk) will extend onto Pine Island Road right-of-way (Broward County).
7. The limits of the project (streetscape, turn lanes, power distribution) will extend onto Commercial Blvd. right-of-way (CITY of Tamarac and City of Sunrise).
8. CITY of Tamarac owns the north half of Commercial Blvd. R-O-W in our project limits.
9. FPL will be responsible for any design regarding placing the overhead transmission lines underground w/ conduits, pullboxes, cabinets and services.
10. CONSULTANT assumes no dredging or filling of surface waters are anticipated.
11. A single bidding effort is assumed. Re-bidding of the project is considered an Additional Services item.
12. The design is to be based on the federal, state and local codes and standards in effect at the beginning of the project. Revisions required for compliance with any subsequent changes to those regulations is considered an Additional Services item not currently included in this Task Authorization.
13. CONSULTANT assumes that there is no contaminated soils or groundwater in the project area. CONSULTANT assumes no wetlands, tree mitigation, protected species or any other environmental concerns are in the project area.
14. CITY is responsible for all permitting fees, including costs of public notification in local newspapers.
15. Design of a sound system for the band shell is not included in this Task Authorization.
16. Surveying services provided under separate Task Authorization.

### DELIVERABLES

TASKS	DELIVERABLES	QUANTITY
Construction Document Production	30% Drawings & Specs Warrant Study Band Shell Floor Plan & Report 60% Drawings & Specs 90% Drawings & Specs Cost Estimate @ 30%, 60%, 90% and 100% 100% Drawings & Specs	3 – Sets (22" x 34") 3 – Copies 5 – Copies 3 – Sets (22" x 34") 3 – Sets (22" x 34") 3 - Sets 3 – Sets (22" x 34")
Bidding Services	Bidding Sets  Addenda	4- Sets (22" x 34") & CD (pdf format) As required
Permitting Services	Permit Applications	As required
Conformed Sets		10 sets

### CONTRACT PERFORMANCE

Proposed schedule and fees for completion of major work tasks are summarized below.

#### COMPLETION DATES:

CONSULTANT will commence services upon receipt of written authorization. The duration of major work tasks are summarized below and detailed in Attachment B. The total project time-frame is 17-1/2 months (525 days).

#### Tasks

#### Approx. Duration Per Task

Task 1 – Overall Project Management	On-going
Task 2 – Data Collection	75 days
Task 3 – Final Design	
30% Design	120 days
60% Design	105 days
90% Design	105 days
100% Design	40 days
Task 4 – Permitting	60 days <sup>(1)</sup>
Task 5 – Bidding	90 days

<sup>(1)</sup> Estimated, based upon usual regulatory agency review period.

**SUMMARY OF PROPOSED FEES:**

Costs associated with this CONSULTANT Service Authorization are provided below and detailed in Attachment C.

<u>Tasks</u>	<u>Cost</u>
Task 1 – Overall Project Management	\$ 83,344.00
Task 2 – Data Collection	\$ 42,555.00
Task 3 – Final Design	\$432,709.00
Task 4 – Permitting	\$ 30,230.00
Task 5 – Bidding	\$ 12,633.00
Reimbursable Expenses	\$ 10,000.00
Allowance	<u>\$ 20,000.00</u>
<b>Total Authorized Amount</b>	<b>\$631,471.00(Not-to-Exceed)</b>

**Additional Services** - The fee for Additional Services shall be billed using the Hourly Rate Schedule contained in the General Contract, or as an agreed upon fixed fee.

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature. CITY OF TAMARAC, through an authorized official of the CITY and Mathews Consulting, Inc. signing by and through Rene L. Mathews (President) and David L. Mathews (Vice President) duly authorized to execute same.

CITY OF TAMARAC:

MATHEWS CONSULTING, INC.

By: \_\_\_\_\_  
Michael C. Cernech, CITY Manager

By: \_\_\_\_\_  
Rene L. Mathews, President

Date: \_\_\_\_\_

Date: \_\_\_\_\_

and

By: \_\_\_\_\_  
David L. Mathews, Vice President

Date: \_\_\_\_\_

ATTEST:

ATTEST:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Signature of Corporate Secretary

\_\_\_\_\_  
David L. Mathews  
Type name of Corporate Secretary

(CORPORATE SEAL)





Google earth

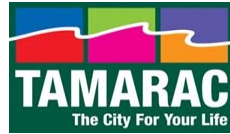
feet  
meters

2000

800

--- Project Limits





Tamarac Village - Project Schedule

Project	2014								2015											
	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
NTP (May 19, 2014)	◆																			
Kick - Off Meeting	◆																			
Data Collection																				
•Soft Digs																				
•Soil Borings																				
Final Design																				
• 30%																				
- Civil																				
- Traffic Warrant Study																				
- Hardscape																				
- Landscape / Irrigation																				
- Structural / Architecture																				
- HVAC / Plumbing																				
- Electrical (undergrounding) by FPL																				
- Lighting / Wi-Fi /Sound System / Surveillance																				
• City Review (30 days)																				
• 60%																				
- Civil																				
- Traffic Signals																				
- Hardscape																				
- Landscape / Irrigation																				
- Structural / Architecture																				
- HVAC / Plumbing																				
- Electrical (undergrounding) by FPL																				
- Lighting / Wi-Fi /Sound System / Surveillance																				
• City Review (30 days)																				
•90%																				
- Civil																				
- Traffic Signals																				
- Hardscape																				
- Landscape / Irrigation																				
- Structural / Architecture																				
- HVAC / Plumbing																				
- Electrical (undergrounding) by FPL																				
- Lighting / Wi-Fi /Sound System / Surveillance																				
• City Review (21 days)																				
•100%																				
- Civil																				
- Traffic Signals																				
- Hardscape																				
- Landscape / Irrigation																				
- Structural / Architecture																				
- HVAC / Plumbing																				
- Electrical (undergrounding) by FPL																				
- Lighting / Wi-Fi /Sound System / Surveillance																				
Permitting																				
Bidding and Award (90 days)																				

## ATTACHMENT C

### Tamarac Village Budget Summary for Mathews Consulting, Inc.



Task No.	Task Description	Labor Classification and Hourly Rates								
		(David M.) Principal \$150.00	(Rebecca T.) Principal \$150.00	Senior Engineer \$135.00	Engineer \$110.00	Sr. Engineering Technician \$99.00	Sr. Inspector RPR \$100.00	Clerical \$60.00	Total Labor	Sub- Consultant Services
1	Overall Project Management									
1.1	Project Kick-Off Meeting	5	5			1		2	\$1,719.00	\$3,557.00
1.2	Comprehensive Project Coordination	120	120						\$36,000.00	
1.3	Monthly Design Meetings (17 meetings)	10	85					17	\$15,270.00	\$5,522.00
1.4	FPL Coordination Meetings (3 meetings)		12					4	\$2,040.00	\$2,867.00
1.5	Broward County Traffic Division (6 meetings)		20					4	\$3,240.00	\$3,000.00
1.6	Presentations to City Commission (1 meeting)	12	12			4			\$3,996.00	\$4,217.00
	Subtotal Task 1	147	254	0	0	5	0	27	\$62,265.00	\$19,163.00
2	Data Collection									
2.1	Pipeline Corridor Analysis		8	8					\$2,280.00	
2.2	Utility Coordination	8	8			16			\$3,984.00	
2.3	Subsurface Investigations (Soil Borings)	2	6						\$1,200.00	\$12,000.00
2.4	Field Verifications (SoftDigs)	2	6			9			\$2,091.00	\$18,000.00
	Subtotal Task 2	12	28	8	0	25	0	0	\$9,555.00	\$30,000.00
3	Design									
3.1a	30% Drawings & Specifications (Civil)	15	80	35	20	80		20	\$30,295.00	
3.1b	30% Drawings & Specifications (Hardscape/Landscape)					3		5	\$597.00	\$19,010.00
3.1c	Warrant Study (Traffic Signalization)		5						\$750.00	\$2,965.00
3.1d	30% Schematic Drawings & Report (Architectural)								\$0.00	\$17,500.00
3.1e	30% Drawings & Specifications (Electrical)					3		5	\$597.00	\$14,980.00
3.2a	60% Drawings & Specifications (Civil)	15	100	35	20	130		20	\$38,245.00	
3.2b	60% Drawings & Specifications (Hardscape/Landscape)					3		5	\$597.00	\$19,010.00
3.2c	60% Drawings & Specifications (Traffic Signalization)					3		5	\$597.00	\$16,650.00
3.2d	60% Drawings & Specifications (Architectural)					3		5	\$597.00	\$21,405.00
3.2e	60% Drawings & Specifications (Electrical)					3		5	\$597.00	\$14,980.00
3.3a	90% Drawings & Specifications (Civil)	15	100	35	20	130		20	\$38,245.00	
3.3b	90% Drawings & Specifications (Hardscape/Landscape)					3		5	\$597.00	\$19,010.00
3.3c	90% Drawings & Specifications (Traffic Signalization)					3		5	\$597.00	\$16,650.00
3.3d	90% Drawings & Specifications (Architectural)					3		5	\$597.00	\$21,405.00
3.3e	90% Drawings & Specifications (Electrical)					3		5	\$597.00	\$14,980.00
3.4a	100% Drawings & Specifications (Civil)	8	25	10	10	30		10	\$10,970.00	
3.4b	100% Drawings & Specifications (Hardscape/Landscape)					3		4	\$537.00	\$7,991.00
3.4c	100% Drawings & Specifications (Traffic Signalization)					3		4	\$537.00	\$5,000.00
3.4d	100% Drawings & Specifications (Architectural)					3		4	\$537.00	\$5,000.00
3.4e	100% Drawings & Specifications (Electrical)					3		4	\$537.00	\$3,000.00
3.5a	30% Construction Cost Opinion	5	20						\$3,750.00	\$6,487.00
3.5b	60% Construction Cost Opinion	5	20						\$3,750.00	\$9,237.00
3.5c	90% Construction Cost Opinion	5	20						\$3,750.00	\$9,237.00
3.5d	100% Construction Cost Opinion	3	10						\$1,950.00	\$2,880.00
3.6	Design Review Meetings (total of 3)	12	15					6	\$4,410.00	\$6,601.00
3.7	Quality Assurance	24	24				16		\$8,800.00	
	Subtotal Task 3	107	419	115	70	412	16	142	\$153,033.00	\$253,978.00
4	Permitting									
4.1	SFWMD Stormwater Permit	2	75			4		4	\$12,186.00	
4.2	BCHEP&GM Stormwater License	2	20			4		4	\$3,936.00	
4.3	BCHD Water Main Permit	2	10			4		4	\$2,436.00	
4.4	BCEP Sewer Permit	2	10			4		4	\$2,436.00	
4.5	Water Use Permit for Irrigation System		2						\$300.00	\$2,500.00
4.6	Broward County Engineering	2	15			4		4	\$3,186.00	
4.7	Broward County Traffic Engineering Division								\$0.00	\$3,000.00
	Subtotal Task 4	10	132	0	0	20	0	20	\$24,480.00	\$5,500.00
5	Bidding Assistance									
5.1	Assist in Bid Advertisement	4							\$600.00	
5.2	Pre-Bid Conference	4	8					2	\$1,920.00	
5.3	Bid Clarification/Addenda	6	6			4		4	\$2,436.00	\$2,968.00
5.4	Contract Award	2	2				8	2	\$1,520.00	
5.5	Conformed Contract Documents	10				8		10	\$2,892.00	
	Subtotal Task 5	26	16	0	0	12	8	18	\$9,368.00	\$2,968.00
	Labor Subtotal Hours	302	849	123	70	474	24	207		\$311,609.00
	Labor Subtotal	\$45,300	\$127,350	\$16,605	\$7,700	\$46,926	\$2,400	\$12,420	\$258,701.00	
	Labor Total Costs	\$258,701								
	Subconsultant Costs Total	\$311,609								
	Subconsultant Multiplier	1.1								
	Subconsultant Total	\$342,770								
	Reimbursables Allowance	\$10,000 \$20,000								
	Project Total	\$631,471								



## **Title - TR12493 - Legislative Aide Appointment of Joseph P. Darrol**

A Resolution of the City Commission of the City of Tamarac, Florida, appointing Joseph P. Darrol as Legislative Aide to Vice Mayor Michelle J. Gomez; Providing for Conflicts; Providing for Severability; and Providing for an Effective Date.

### **ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
 <a href="#">TR12493 Memo</a>	5/6/2014	Cover Memo
 <a href="#">TR12493 Reso</a>	5/6/2014	Resolution



**CITY OF TAMARAC  
INTEROFFICE MEMORANDUM  
CITY MANAGER'S OFFICE**

**TO: MICHAEL C. CERNECH, CITY  
MANAGER**

**DATE: April 30, 2014**

**FROM: DIANE PHILLIPS, ASSISTANT  
CITY MANAGER**

**RE: TR12493 - APPOINTMENT OF  
JOSEPH P. DARROL AS  
LEGISLATIVE AIDE TO VICE  
MAYOR MICHELLE J. GOMEZ**

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**Recommendation:**

Please place TR12493 on the May 14, 2014 City Commission Agenda for approval.

**Issue:**

Vice Mayor Michelle J. Gomez has requested that Joseph P. Darrol be appointed as her Legislative Aide.

**Background:**

The City Code provides for appointment of legislative aides to Commission Members to assist in compiling background information on subjects of concern to the City Commission.

Vice Mayor Michelle J. Gomez has requested that Joseph P. Darrol be appointed to serve as her Legislative Aide. TR12493 provides for this appointment.

**Fiscal Impace:**

No direct budgetary impact.

**CITY OF TAMARAC, FLORIDA**

**RESOLUTION NO. R-2014-**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF  
TAMARAC, FLORIDA, APPOINTING JOSEPH P. DARROL AS  
LEGISLATIVE AIDE TO VICE MAYOR MICHELLE J. GOMEZ;  
PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY;  
AND PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, Chapter 2, "Administration", Article II "City Commission", Section 2-32 "Legislative Aides" of the City Code of the City of Tamarac allows any commissioner to appoint a maximum of three legislative aides "to assist in compiling background information on subjects that legitimately are, or could be, of concern to the city commission"; and

WHEREAS, the legislative aides shall be residents of the City, shall serve without monetary remuneration, and shall serve at the pleasure of the nominating Commissioner upon approval of the majority of the Commission with a term expiring the following November; and

WHEREAS, the legislative aides may not hold elected office or be a City employee, or be appointed as legislative aide to more than one Commissioner; and

WHEREAS, Vice Mayor Michelle J. Gomez has requested that Joseph P. Darrol be appointed as her legislative aide; and

WHEREAS, the City Commission of the City of Tamarac, Florida deems it to be in the best interests of the citizens and residents of the City of Tamarac to appoint Joseph P. Darrol as legislative aide to Vice Mayor Michelle J. Gomez.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA:

SECTION 1: That the foregoing "WHEREAS" clauses are hereby ratified and confirmed as

being true and correct and are hereby made a specific part of this Resolution.

SECTION 2: Joseph P. Darrol is hereby appointed as a legislative aide to Vice Mayor Michelle J. Gomez, with a term expiring August 20, 2014.

SECTION 3: All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 4: If any clause, section, other part or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or applications of this Resolution.

SECTION 5: This Resolution shall become effective immediately upon its passage and adoption.

PASSED, ADOPTED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
HARRY DRESSLER, Mayor

ATTEST:

\_\_\_\_\_  
PATRICIA TEUFEL, CMC  
City Clerk

I HEREBY CERTIFY that I have  
approved this RESOLUTION as to form.

\_\_\_\_\_  
SAMUEL S. GOREN  
City Attorney

/rkt



## **Title - TR12480 - Bus Shelter Maintenance Agreement**

A Resolution of the City Commission of the City of Tamarac, Florida approving the Agreement between Broward County and the City of Tamarac for the maintenance of bus shelters in conjunction with the Broward County Bus Shelter Grant Program; providing for conflicts; providing for severability; and providing for an effective date.

### **ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
❏ <a href="#">TR12480 - Memo</a>	5/5/2014	Cover Memo
❏ <a href="#">TR12480 Resolution Revised</a>	5/14/2014	Resolution
❏ <a href="#">TR12480- Exhibit 1 - Reso. No. R-2012-40</a>	4/30/2014	Exhibit
❏ <a href="#">TR12480 - Exhibit 2 - Agreement</a>	5/1/2014	Exhibit

**CITY OF TAMARAC**  
**INTEROFFICE MEMORANDUM 14-04-009M**  
**COMMUNITY DEVELOPMENT DEPARTMENT**

**TO:** Michael C. Cernech,  
City Manager

**DATE:** April 30, 2014

**FROM:** Maxine A. Calloway,  
Director of Community Development

**RE:** Broward County Bus Shelter Grant  
Program – Agreement between  
Broward County and City for  
Installation and Maintenance of  
Transit Shelters

**Temp Reso No: 12480**

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**RECOMMENDATION:** The Director of Community Development recommends that the Mayor and City Commission approve the Agreement between Broward County and the City of Tamarac for the Installation and Maintenance of Bus Shelters in conjunction with the Broward County Bus Shelter Grant Program.

**ISSUE:** Broward County participates with the Federal Transit Administration's (FTA) Bus Livability Initiative to provide the installation of bus shelters to local municipalities at existing bus stop locations.

In July 2012, the City and Broward County Transit (BCT) received word that their application for Bus Livability program funds was approved in full for the installation of bus shelters within the City of Tamarac. This application was authorized by the City of Tamarac Resolution 2012-40 and is attached as *Exhibit 1*.

To receive these federal grant funds through BCT, the City must enter into an "Installation and Maintenance of Transit Shelters Agreement" with Broward County. The attached Resolution authorizes the City to enter into this agreement and is attached as *Exhibit 2*.

**BACKGROUND:** In February 2012, the Federal Transit Administration (FTA) announced the availability of federal FY2012 discretionary Section 5309 Bus and Bus Facilities grant funds to purchase and install bus shelters.

These Bus Livability program funds are only available to direct recipients of federal transit funds, such as BCT. As BCT is a direct recipient of these funds, the County agreed to submit a grant application on the City's behalf for the purchase and installation of additional bus shelters within the City of Tamarac.

In July 2012, the City received word that the grant application was approved and funded in full. Since BCT is the awardee, the City will be the sub-recipient. As such, the County is providing the City with an agreement spelling out each party's respective responsibilities relative to the installation and maintenance of the bus shelters.

Among these responsibilities includes a 10% administrative fee due to the County by the City. The City will be required to pay this fee after BCT is billed for the purchase and installation of the shelters by the manufacturer, as explained in the Fiscal Impact statement below.



**City Manager**

**Broward County Bus Shelter Grant Program – Maintenance Agreement**

**Temp. Reso. No. 12480**

**April 30, 2014 – Page 2**

Regarding the manufacturer, the City has a ten (10) year contract with Signal Outdoor Advertising (formerly Culver Out of Home Media, LLC) to provide bus shelters in agreed upon locations. This agreement is valid until May 1, 2015. Originally there were twenty-one (21) bus shelters throughout the City that are owned and maintained by this vendor. The City and Broward County have recently installed sixteen (16) new solar powered bus shelters, trash cans and bike racks (and one location receiving a new bus bench/trash can only) at a total of seventeen (17) locations throughout the City as part of the County/Federal Stimulus Grant program. This effort replaced five (5) of the original twenty-one (21) shelters. The other twelve (12) new shelters are in locations that never had a shelter. This is due to the fact that the current effort is based solely on ridership data provided from Broward County and not on favorable locations for advertising signage as the new shelters do not and will not have advertising.

This current Grant Program has identified ten (10) locations throughout the City that meet minimum boarding criteria and are located along the City's highest traveled corridors (University Drive, Commercial Boulevard and McNab Road). One of the locations is within the Hiatus Road right-of-way adjacent to the Convergys Building which employs a large workforce supporting State Farm Insurance. This request is in conjunction with the Chamber of Commerce and staff to assist ridership at this location. Of the ten (10) locations, one (1) will replace an existing bus shelter that is owned and maintained by the City's current vendor (Signal Outdoor Media). The remaining fifteen (15) existing shelters do not meet the minimum boarding criteria.

The bus shelter locations that are involved with the City's current contract (Signal Outdoor Advertising) were selected based upon marketability for the advertising that is included with these shelters and not on ridership. Current ridership data provided from Broward County Transit indicates that even though the existing shelters have been in place for approximately eight (8) years, ridership still remains very low for the majority of those remaining locations. The current Broward County Grant Program that is being considered is based completely on ridership data to provide shelters at locations that are being heavily used by patrons and fully supported by the most current ridership data provided by Broward County Transit.

**ANALYSIS:**

The Installation and Maintenance of Transit Shelters Agreement (attached) stipulates that the shelters will be installed and owned by Broward County. Moreover, Sections 2.1 and 2.3 of the agreement state that these shelters will be paid for solely with grant funds. If grant funds are not sufficient to fund the installation, BCT will work with the City to conform the shelter project to fit within the grant award. Therefore, the value of the installed shelters is \$401,440 via this agreement.

The City agrees to maintain the shelters at an annual cost of approximately \$6,200. This includes visiting each shelter twice a week for basic cleanup, trash removal and maintenance. Additionally, this cost will include power washing each shelter once a year. The agreement includes design criteria that will not allow any type of advertising to be placed upon the shelter.



**City Manager**

**Broward County Bus Shelter Grant Program – Maintenance Agreement**

**Temp. Reso. No. 12480**

**April 30, 2014 – Page 3**

In the event that a shelter is damaged beyond repair, the City is responsible to remove the shelter within three (3) days upon final determination by the County. The agreement stipulates that a shelter does not have to be replaced in this situation. The final determination on whether a shelter gets replaced is reserved by the County based upon available money for such replacement. If the determination is to replace the shelter, the City would furnish and install the shelter.

The selected design of the ten (10) bus shelters will match exactly the recently installed Kaleidoscope shelters, trash cans and bike racks without the use of the lean rail as requested. All of the shelters will be solar powered.

The City receives on an annual basis, \$11,500 total revenue from the current agreement. Staff recommends that the City maintain its current contract with Signal Outdoor Advertising through the May 1, 2015 expiration. At that time staff will recommend that the City not renew this agreement which will result in the removal of the remaining fourteen (14) existing shelters, since they currently do not meet the minimum boarding criteria.

**Fiscal Impact:**

Shelters: The Broward County Grant Program will furnish and install ten (10) bus shelters throughout the City valued at \$401,440.

Match Requirement: As noted above, Sections 2.1 and 2.3 of the agreement state that the installation of the transit shelters will be paid solely with grant funds. Therefore, the 20% match requirement of \$100,360 will be provided by BCT via Florida Department of Transportation (FDOT) toll credits, and no City funds will be required toward the match.

Administrative Fee: Since the City does not directly receive federal transit dollars, it is not eligible to apply for Bus Livability program funds on its own. Therefore, the City applied for these funds through BCT. In July 2012, the City received word that the grant application was approved and funded in full. As BCT is the awardee, the City is the sub-recipient of these federal transit dollars. Therefore, BCT requires a 10% administrative fee from the City of \$40,144 for the application and administration of the grant. The fee was authorized under R2012-40 when City staff worked with BCT to apply for the grant in February 2012. Note that the City will not be required to pay this fee until after BCT is billed for the purchase and installation of the shelters by the manufacturer.

Annual Maintenance Cost: The City's annual cost for the maintenance of these shelters will be approximately \$6,200 which will provide for each shelter to be visited twice per week and each shelter being power washed once a year.

Additional Costs: In the event that grant funds are not sufficient to fund the installation, BCT will work with the City to conform the shelter project to fit within the grant award.

Revenues: Currently the City receives on an annual basis \$11,500 per year under the current contract with Signal Outdoor Advertising which is scheduled to expire on May 1, 2015.

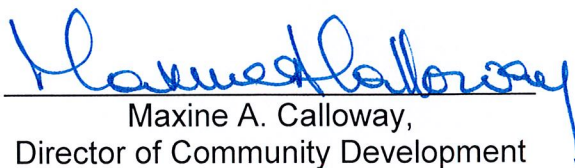
**City Manager**

**Broward County Bus Shelter Grant Program – Maintenance Agreement**

**Temp. Reso. No. 12480**

**April 30, 2014 – Page 4**

This item supports the City's Strategic Plan, Goal #5 providing for "A Vibrant Community" by taking proactive measures to preserve and enhance community appearance which will continue to enhance the City's neighborhoods and business districts.

  
Maxine A. Calloway,  
Director of Community Development

MAC/FLZ/alg

Attachments: Temporary Resolution No. 12480

- Exhibit 1 - Resolution 2012-40, Authorization to Submit an Application via Broward County Transit to the FTA
- Exhibit 2 - Agreement between Broward County and City for Installation and Maintenance of Transit Shelters



CITY OF TAMARAC, FLORIDA

RESOLUTION NO. R-2014 -

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA APPROVING THE AGREEMENT BETWEEN BROWARD COUNTY AND THE CITY OF TAMARAC FOR THE MAINTENANCE OF BUS SHELTERS IN CONJUNCTION WITH THE BROWARD COUNTY BUS SHELTER GRANT PROGRAM; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the provision of bus benches by the City provides a valuable public service to residents and visitors in the City of Tamarac (herein referred to as the "City"); and

WHEREAS, the City is in partnership with Broward County to participate in the Federal Transit Administration's (FTA) Bus Livability Initiative grant program to provide the installation of bus shelters to local municipalities at existing bus stop locations via Resolution 2012-40, Authorization to Submit an Application via Broward County Transit to the FTA (attached hereto as Exhibit "1", incorporated therein and made a specific part thereof); and

WHEREAS, the City and Broward County have recently installed seventeen (17) new solar powered bus shelters, trash cans and bike racks through a separate Federal Stimulus Grant program; and

WHEREAS, the Livability Grant will provide for ten (10) additional solar powered bus shelters, trash cans and bike racks throughout the City based on high ridership data that will require maintenance; and

WHEREAS, in conjunction with the FTA grant program, an "Installation and Maintenance of Transit Shelters Agreement" (attached hereto as Exhibit "2") must be agreed upon between Broward County and the City; and

WHEREAS, the Installation and Maintenance of Transit Shelters Agreement stipulates that the shelters will be installed and owned by Broward County paid solely with grant funds; and

WHEREAS, the City agrees to maintain the shelters at an annual cost of approximately \$6,200; and

WHEREAS, the Director of Community Development, the Director of Financial Services, and the Purchasing and Contracts Manager recommend executing an agreement between Broward County and the City of Tamarac for the Installation and Maintenance of Bus Shelters in conjunction with the Broward County Bus Shelter Grant Program; and

WHEREAS, the City Commission of the City of Tamarac, Florida deems it to be in the best interest of the citizens and residents of the City of Tamarac to authorize the appropriate City officials to accept and execute an agreement between Broward County and the City of Tamarac for the Installation and Maintenance of Bus Shelters in conjunction with the Broward County Bus Shelter Grant Program.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, THAT:

SECTION 1: The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this resolution upon adoption hereof. The exhibits attached hereto are incorporated herein and made a specific part of this resolution.

SECTION 2: The appropriate City officials are hereby authorized to accept and execute an Agreement with Broward County, included herein as Exhibit "2".

SECTION 3: The City Manager or his designee is hereby authorized to approve any renewal options and the extension of said acceptance of this agreement as may be authorized by Broward County.

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

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

SECTION 6: This Resolution shall become effective immediately upon its passage and adoption.

PASSED, ADOPTED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

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HARRY DRESSLER,  
MAYOR

ATTEST:

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PAT TEUFEL, CMC  
CITY CLERK

I HEREBY CERTIFY that I have  
approved this RESOLUTION as  
to form.

---

SAMUEL S. GOREN  
CITY ATTORNEY

February 27, 2012

CITY OF TAMARAC, FLORIDA

RESOLUTION NO. R-2012 -40

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, APPROVING AND AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO SUBMIT AN APPLICATION VIA BROWARD COUNTY TRANSIT TO THE FEDERAL TRANSIT ADMINISTRATION, AN OPERATING ADMINISTRATION OF THE US DEPARTMENT OF TRANSPORTATION, FOR FEDERAL TRANSPORTATION ASSISTANCE FUNDS FOR THE PURCHASE AND INSTALLATION OF 13 KALEIDOSCOPE BUS SHELTERS IN THE AMOUNT OF \$401,440, PROVIDING FOR A 20% MATCH IN LOCAL AND/OR IN-KIND FUNDS IN THE AMOUNT OF \$100,360 PLUS A REQUIRED 10% BROWARD COUNTY ADMINISTRATIVE FEE IN LOCAL FUNDS IN THE AMOUNT OF \$40,144 IN THE EVENT OF APPROVAL OF THE APPLICATION; PROVIDING FOR ACCEPTANCE OF THE AWARD AND EXECUTING OF DOCUMENTS UPON APPROVAL; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

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WHEREAS, the Federal Transit Administration (FTA), an operating administration of the U.S. Department of Transportation, announced the availability of discretionary Section 5309 Bus and Bus Facilities grant funds in support of its Bus Livability Initiative; and

WHEREAS, the FTA has been delegated authority to award federal financial assistance for transportation projects;

WHEREAS, the FTA will provide approximately \$125 million subject to funding availability, in unallocated federal Fiscal Year 2012 Section 5309 Bus and Bus Facilities Program funds for the Bus Livability Initiative; and

WHEREAS, the Bus Livability Initiative will make funds available to public transportation providers to construct bus-related facilities to enhance mobility while reducing traffic congestion and its environmental impact; and

WHEREAS, the City of Tamarac Parks and Recreation Department provides transportation services to Tamarac residents through its Transportation Division in partnership with Broward County Transit; and

WHEREAS, the City desires Bus Livability grant program dollars to provide financial assistance to purchase and install 13 kaleidoscope bus shelters to enhance resident satisfaction and mobility, while reducing traffic congestion and its environmental impact in accordance with the City's Strategic Plan and Green Initiative; and

WHEREAS, Broward County is a direct recipient of Section 5307 Urbanized Area Formula Program funds and is eligible to apply for Bus Livability grant funds; and

WHEREAS, Broward County is willing to submit a Bus Livability Initiative grant application on behalf of the City of Tamarac through Broward County Transit for a 10 percent administrative fee; and

WHEREAS, the Financial Services Director and the Director of Parks and Recreation recommend acceptance of Bus Livability Initiative grant funds and execution of a project agreement pending legal review and approval between Broward County Transit and the City of Tamarac for Bus Livability grant funds for the purchase and installation of 13 kaleidoscope bus shelters in the event of approval of the application; and

WHEREAS, the City Commission of the City of Tamarac deems it to be in the best interest of the citizens and residents of the City of Tamarac to submit an application via Broward County Transit to the US Department of Transportation through the FTA for Bus Livability grant funds for the purchase and installation of 13 kaleidoscope bus shelters in the amount of \$401,440; and

February 27, 2012

WHEREAS, the agency requires and the City agrees to provide a minimum of a 20 percent match in local and/or in-kind funds in the amount of \$100,360 in the event of approval of the application; and

WHEREAS, Broward County Transit requires and the City agrees to provide a 10 percent administrative fee in the amount of \$40,144 to apply for and be the direct recipient of federal transportation assistance grant funds on behalf of the City of Tamarac. A copy of said application form is attached hereto as Exhibit A and is incorporated herein by this reference.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA:

SECTION 1: The foregoing "WHEREAS" clauses are HEREBY ratified and confirmed as being true and correct and are HEREBY made a specific part of this Resolution. All exhibits attached hereto are incorporated herein and made a specific part of this Resolution.

SECTION 2: The appropriate City Officials are HEREBY authorized to submit a Bus Livability Initiative grant application via Broward County Transit in the amount of \$401,440 to the US Department of Transportation through the Federal Transit Administration (FTA) providing for a 20 percent match in local and/or in-kind funds in the amount of \$100,360 in the event of approval of the application.

SECTION 3: Upon approval of the application, the appropriate City officials are  
HEREBY authorized to accept the award and execute the necessary documents  
following legal review and approval.

SECTION 4: Upon approval of the grant award, the appropriate City officials are  
HEREBY authorized to provide for the required 10 percent administrative fee to  
Broward County Transit in the amount of \$40,144 to apply for Bus Livability grant funds  
and being the direct recipient of federal transportation assistance grant dollars on behalf  
of the City of Tamarac.

SECTION 5: Upon approval of the grant award, an appropriation for the receipt  
and expenditure for this grant and any matching funds will be included in a budget  
amendment for Fiscal Year 2012 pursuant to F.S. 166.241(2).

SECTION 6: All Resolutions or parts of Resolutions in conflict herewith are  
HEREBY repealed to the extent of such conflict.

SECTION 7: If any clause, section, other part or application of this Resolution is  
held by any court of competent jurisdiction to be unconstitutional or invalid, in part or  
application, it shall not affect the validity of the remaining portions or applications of this  
Resolution.

SECTION 8: This Resolution shall become effective immediately upon adoption.




February 27, 2012

PASSED, ADOPTED AND APPROVED this 14 day of March, 2012.

  
PAMELA BUSHNELL  
MAYOR

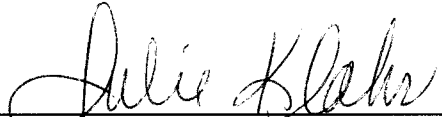
ATTEST:

  
for PETER M. J. RICHARDSON, CRM, CMC  
CITY CLERK.

RECORD OF COMMISSION VOTE:

MAYOR BUSHNELL yes  
DIST 1: COMM. SWENSON absent  
DIST 2: COMM. GOMEZ absent  
DIST 3: V/M GLASSER yes  
DIST 4: COMM. DRESSLER yes

I HEREBY CERTIFY THAT I HAVE  
APPROVED THIS RESOLUTION  
AS TO FORM.

  
for SAMUEL S. GOREN  
CITY ATTORNEY



Ex A



## Grant Application Package

<b>Opportunity Title:</b>	Bus and Bus Facilities Livability Initiative: Solicitat
<b>Offering Agency:</b>	DOT/Federal Transit Administration
<b>CFDA Number:</b>	20.500
<b>CFDA Description:</b>	Federal Transit Capital Investment Grants
<b>Opportunity Number:</b>	FTA-2012-005-TPM-BLIV
<b>Competition ID:</b>	FTA-2012-005-TPM-BLIV
<b>Opportunity Open Date:</b>	02/07/2012
<b>Opportunity Close Date:</b>	03/29/2012
<b>Agency Contact:</b>	Bryce McNitt Office of Program Management (202) 366-2618 e-mail:bryce.mcnitt@dot.gov

This electronic grant application is intended to be used to apply for the specific Federal funding opportunity referenced here.

If the Federal funding opportunity listed is not the opportunity for which you want to apply, close this application package by clicking on the "Cancel" button at the top of this screen. You will then need to locate the correct Federal funding opportunity, download its application package and apply.

This opportunity is only open to organizations, applicants who are submitting grant applications on behalf of a company, state, local or tribal government, academia, or other type of organization.

\* Application Filing Name:

### Mandatory Documents

Move Form to Complete

Move Form to Delete

### Mandatory Documents for Submission

SF424 Mandatory Form Attachments

### Optional Documents

Move Form to Submission List

Move Form to Delete

### Optional Documents for Submission

## Instructions

- 1** Enter a name for the application in the Application Filing Name field.

  - This application can be completed in its entirety online; however, you will need to login to the Grants.gov website during the submission process.
  - You can save your application at any time by clicking the "Save" button at the top of your screen.
  - The "Save & Submit" button will not be functional until all required data fields in the application are completed and you clicked on the "Check Package for Errors" button and confirmed all data required data fields are completed.
- 2** Open and complete all of the documents listed in the "Mandatory Documents" box. Complete the SF-424 form first.

  - It is recommended that the SF-424 form be the first form completed for the application package. Data entered on the SF-424 will populate data fields in other mandatory and optional forms and the user cannot enter data in these fields.
  - The forms listed in the "Mandatory Documents" box and "Optional Documents" may be predefined forms, such as SF-424, forms where a document needs to be attached, such as the Project Narrative or a combination of both. "Mandatory Documents" are required for this application. "Optional Documents" can be used to provide additional support for this application or may be required for specific types of grant activity. Reference the application package instructions for more information regarding "Optional Documents".
  - To open and complete a form, simply click on the form's name to select the item and then click on the => button. This will move the document to the appropriate "Documents for Submission" box and the form will be automatically added to your application package. To view the form, scroll down the screen or select the form name and click on the "Open Form" button to begin completing the required data fields. To remove a form/document from the "Documents for Submission" box, click the document name to select it, and then click the <= button. This will return the form/document to the "Mandatory Documents" or "Optional Documents" box.
  - All documents listed in the "Mandatory Documents" box must be moved to the "Mandatory Documents for Submission" box. When you open a required form, the fields which must be completed are highlighted in yellow with a red border. Optional fields and completed fields are displayed in white. If you enter invalid or incomplete information in a field, you will receive an error message.
- 3** Click the "Save & Submit" button to submit your application to Grants.gov.

  - Once you have properly completed all required documents and attached any required or optional documentation, save the completed application by clicking on the "Save" button.
  - Click on the "Check Package for Errors" button to ensure that you have completed all required data fields. Correct any errors or if none are found, save the application package.
  - The "Save & Submit" button will become active; click on the "Save & Submit" button to begin the application submission process.
  - You will be taken to the applicant login page to enter your Grants.gov username and password. Follow all onscreen instructions for submission.

Version 01.1

# APPLICATION FOR FEDERAL ASSISTANCE SF-424 - MANDATORY

<b>* 1.a. Type of Submission:</b> <input checked="" type="checkbox"/> Application <input type="checkbox"/> Plan <input type="checkbox"/> Funding Request <input type="checkbox"/> Other * Other (specify) <input type="text"/>		<b>* 1.b. Frequency:</b> <input checked="" type="checkbox"/> Annual <input type="checkbox"/> Quarterly <input type="checkbox"/> Other * Other (specify) <input type="text"/>		<b>* 1.d. Version:</b> <input checked="" type="checkbox"/> Initial <input type="checkbox"/> Resubmission <input type="checkbox"/> Revision <input type="checkbox"/> Update	
		<b>* 2. Date Received:</b> <input type="text"/> Completed by Grants.gov upon submission.		<b>STATE USE ONLY:</b>	
		<b>3. Applicant Identifier:</b> <input type="text"/>		<b>5. Date Received by State:</b> <input type="text"/>	
		<b>4a. Federal Entity Identifier:</b> <input type="text"/>		<b>6. State Application Identifier:</b> <input type="text"/>	
		<b>4b. Federal Award Identifier:</b> <input type="text"/>			
<b>1.c. Consolidated Application/Plan/Funding Request?</b> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> <input type="text"/> Explanation					

## 7. APPLICANT INFORMATION:

<b>* a. Legal Name:</b> <input type="text"/>	
<b>* b. Employer/Taxpayer Identification Number (EIN/TIN):</b> <input type="text"/>	<b>* c. Organizational DUNS:</b> <input type="text"/>
<b>d. Address:</b>	
<b>* Street1:</b> <input type="text"/>	<b>Street2:</b> <input type="text"/>
<b>* City:</b> <input type="text"/>	<b>County:</b> <input type="text"/>
<b>* State:</b> <input type="text"/>	<b>Province:</b> <input type="text"/>
<b>* Country:</b> <input type="text"/> USA: UNITED STATES	<b>* Zip / Postal Code:</b> <input type="text"/>
<b>e. Organizational Unit:</b>	
<b>Department Name:</b> <input type="text"/>	<b>Division Name:</b> <input type="text"/>
<b>f. Name and contact information of person to be contacted on matters involving this submission:</b>	
<b>Prefix:</b> <input type="text"/>	<b>* First Name:</b> <input type="text"/>
	<b>Middle Name:</b> <input type="text"/>
<b>* Last Name:</b> <input type="text"/>	<b>Suffix:</b> <input type="text"/>
<b>Title:</b> <input type="text"/>	
<b>Organizational Affiliation:</b> <input type="text"/>	
<b>* Telephone Number:</b> <input type="text"/>	<b>Fax Number:</b> <input type="text"/>
<b>* Email:</b> <input type="text"/>	

**APPLICATION FOR FEDERAL ASSISTANCE SF-424 - MANDATORY**

Version 01.1

**\* 8a. TYPE OF APPLICANT:**

\* Other (specify):

b. Additional Description:

**\* 9. Name of Federal Agency:**

DOT/Federal Transit Administration

**10. Catalog of Federal Domestic Assistance Number:**

20.500

CFDA Title:

Federal Transit\_Capital Investment Grants

**11. Areas Affected by Funding:**

**12. CONGRESSIONAL DISTRICTS OF:**

\* a. Applicant:

b. Program/Project:

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment

Delete Attachment

View Attachment

**13. FUNDING PERIOD:**

a. Start Date:

b. End Date:

**14. ESTIMATED FUNDING:**

\* a. Federal (\$):

b. Match (\$):

**\* 15. IS SUBMISSION SUBJECT TO REVIEW BY STATE UNDER EXECUTIVE ORDER 12372 PROCESS?**

- ☐ a. This submission was made available to the State under the Executive Order 12372 Process for review on:
- ☐ b. Program is subject to E.O. 12372 but has not been selected by State for review.
- ☐ c. Program is not covered by E.O. 12372.

<b>APPLICATION FOR FEDERAL ASSISTANCE SF-424 - MANDATORY</b>		Version 01.1
<b>* 16. Is The Applicant Delinquent On Any Federal Debt?</b>		
Yes <input type="checkbox"/> No <input type="checkbox"/>		Explanation <input style="width: 150px;" type="text"/>
<b>17. By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)</b>		
** I Agree <input type="checkbox"/>		
** This list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.		
<b>Authorized Representative:</b>		
Prefix: <input style="width: 100px;" type="text"/>	* First Name: <input style="width: 200px;" type="text"/>	
Middle Name: <input style="width: 250px;" type="text"/>		
* Last Name: <input style="width: 250px;" type="text"/>		
Suffix: <input style="width: 100px;" type="text"/>	* Title: <input style="width: 300px;" type="text"/>	
Organizational Affiliation: <input style="width: 250px;" type="text"/>		
* Telephone Number: <input style="width: 250px;" type="text"/>		
* Fax Number: <input style="width: 250px;" type="text"/>		
* Email: <input style="width: 250px;" type="text"/>		
* Signature of Authorized Representative: <div style="border: 1px solid black; padding: 2px; width: 200px;">Completed by Grants.gov upon submission.</div>		
* Date Signed: <div style="border: 1px solid black; padding: 2px; width: 200px;">Completed by Grants.gov upon submission.</div>		
Attach supporting documents as specified in agency instructions.		
<div style="border: 1px solid black; padding: 2px; width: 100px; text-align: center;">Add Attachments</div>	<div style="border: 1px solid black; padding: 2px; width: 100px; text-align: center;">Delete Attachments</div>	<div style="border: 1px solid black; padding: 2px; width: 100px; text-align: center;">View Attachments</div>

**APPLICATION FOR FEDERAL ASSISTANCE SF-424 - MANDATORY**

**\* Consolidate Application/Plan/Funding Request Explanation**

**APPLICATION FOR FEDERAL ASSISTANCE SF-424 - MANDATORY**

**\* Applicant Federal Debt Delinquent Explanation**



## ATTACHMENTS FORM

**Instructions:** On this form, you will attach the various files that make up your grant application. Please consult with the appropriate Agency Guidelines for more information about each needed file. Please remember that any files you attach must be in the document format and named as specified in the Guidelines.

**Important:** Please attach your files in the proper sequence. See the appropriate Agency Guidelines for details.

1) Please attach Attachment 1	<input type="text"/>	Add Attachment	Delete Attachment	View Attachment
2) Please attach Attachment 2	<input type="text"/>	Add Attachment	Delete Attachment	View Attachment
3) Please attach Attachment 3	<input type="text"/>	Add Attachment	Delete Attachment	View Attachment
4) Please attach Attachment 4	<input type="text"/>	Add Attachment	Delete Attachment	View Attachment
5) Please attach Attachment 5	<input type="text"/>	Add Attachment	Delete Attachment	View Attachment
6) Please attach Attachment 6	<input type="text"/>	Add Attachment	Delete Attachment	View Attachment
7) Please attach Attachment 7	<input type="text"/>	Add Attachment	Delete Attachment	View Attachment
8) Please attach Attachment 8	<input type="text"/>	Add Attachment	Delete Attachment	View Attachment
9) Please attach Attachment 9	<input type="text"/>	Add Attachment	Delete Attachment	View Attachment
10) Please attach Attachment 10	<input type="text"/>	Add Attachment	Delete Attachment	View Attachment
11) Please attach Attachment 11	<input type="text"/>	Add Attachment	Delete Attachment	View Attachment
12) Please attach Attachment 12	<input type="text"/>	Add Attachment	Delete Attachment	View Attachment
13) Please attach Attachment 13	<input type="text"/>	Add Attachment	Delete Attachment	View Attachment
14) Please attach Attachment 14	<input type="text"/>	Add Attachment	Delete Attachment	View Attachment
15) Please attach Attachment 15	<input type="text"/>	Add Attachment	Delete Attachment	View Attachment



AGREEMENT

between

BROWARD COUNTY

and

CITY OF TAMARAC

for

INSTALLATION AND  
MAINTENANCE OF TRANSIT SHELTERS

AGREEMENT  
between  
BROWARD COUNTY  
and  
CITY OF TAMARAC  
for  
INSTALLATION AND  
MAINTENANCE OF TRANSIT SHELTERS

THIS IS AN AGREEMENT made and entered into by and between BROWARD COUNTY, a political subdivision of the state of Florida, its successors and assigns, hereinafter referred to as "COUNTY," through its Board of County Commissioners,

AND

CITY OF TAMARAC, a municipal corporation located in Broward County, Florida, organized and existing under the laws of the state of Florida, hereinafter referred to as "MUNICIPALITY."

WHEREAS, Four Hundred and One Thousand Four Hundred and Forty Dollars (\$401,440) was allocated in FTA Earmark D2012-BLIV-04 for Transit Infrastructure Improvements from the Federal Transit Administration ("FTA") to be used for ten (10) transit stop locations at ten (10) bus stops in the amount of \$401,440; and

WHEREAS, COUNTY is a designated recipient in the Miami Urbanized Area eligible to receive federal assistance from the FTA, and MUNICIPALITY is not; and

WHEREAS, COUNTY, as a designated recipient in the Miami Urbanized Area, agrees to submit an application to FTA for the Transit Infrastructure Improvements in MUNICIPALITY in amount of \$401,440, ("Grant Funds") for Federal Project Number: FL-04-0177 ("Tamarac Bus Shelter Project"); and

WHEREAS, as the designated recipient of Grant Funds, COUNTY is responsible for ensuring that all applicable grant requirements are met and shall be required to perform numerous administrative responsibilities to administer the Grant Funds; and

WHEREAS, in recognition of the administrative responsibilities that COUNTY will undertake, MUNICIPALITY agrees to pay COUNTY an administrative fee which fee shall be paid with local funds (non-state, non-federal funds); and

WHEREAS, COUNTY and MUNICIPALITY have determined that it is cost effective for COUNTY to administer the Grant Funds to install, or cause to be installed, the bus shelter improvements within the jurisdictional limits of MUNICIPALITY, provided that MUNICIPALITY agrees to maintain the transit shelters upon installation; and

WHEREAS, MUNICIPALITY agrees to maintain the transit shelters; and

WHEREAS, it is of mutual benefit to the residents of COUNTY and MUNICIPALITY to improve the comfort of the traveling public by providing transit shelters and other amenities, NOW, THEREFORE,

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

#### ARTICLE 1 DEFINITIONS AND IDENTIFICATIONS

- 1.1 **"Agreement"** shall mean this document, Articles 1 through 9, inclusive. Other terms and conditions are included in the exhibits and documents that are expressly incorporated by reference.
- 1.2 **"Board"** shall mean the Broward County Board of County Commissioners.
- 1.3 **"Contract Administrator"** shall mean the Broward County Administrator, the Director of the Transportation Department or designee of such County Administrator or Director. The primary responsibilities of the Contract Administrator are to coordinate and communicate with MUNICIPALITY and to manage and supervise execution and completion of the terms and conditions of this Agreement as set forth herein. In the administration of this Agreement, as contrasted with matters of policy, all parties may rely on the instructions or determinations made by the Contract Administrator; provided, however, that such instructions and determinations do not change the Scope of Participation.
- 1.4 **"County Administrator"** shall mean the administrative head of COUNTY pursuant to Sections 3.02 and 3.03 of the Broward County Charter.
- 1.5 **"County Attorney"** shall mean the chief legal counsel for COUNTY who directs and supervises the Office of the County Attorney pursuant to Section 2.10 of the Broward County Charter.
- 1.6 **"Department"** shall mean the Broward County Transportation Department.



- 1.7 **"Transit Shelter(s)"** shall mean the bus stop shelter pad(s), shelter structure(s), trash receptacle(s) and other amenities commonly associated with shelters.

## ARTICLE 2 SCOPE

COUNTY and MUNICIPALITY shall:

- 2.1 COUNTY agrees to submit an application to FTA for the Grant funds subject to the terms and conditions set forth in the Agreement. COUNTY and MUNICIPALITY acknowledge and agree that in the event that the grant application is not approved by FTA, then this Agreement shall be null and void and neither COUNTY nor MUNICIPALITY shall have any further obligation hereunder.
- 2.2 COUNTY shall provide plans to MUNICIPALITY for the installation of Transit Shelter(s), which plans shall be approved by MUNICIPALITY. The installation of the Transit Shelters shall be paid for solely with Grant Funds. In the event that the Grant funds are not sufficient to fund the installation of the Transit Shelter(s), COUNTY agrees to consult with MUNICIPALITY in an attempt to conform the Transit Shelter Project to the Grant Funds. In the event that COUNTY and MUNICIPALITY are unable to agree on modifications to the Transit Shelter Project, then COUNTY shall have the right to terminate this Agreement.
- 2.3 Following a determination by COUNTY that the Grant Funds are sufficient to fund in total the Transit Shelter Project, COUNTY shall provide MUNICIPALITY with a non-binding time line of construction that includes estimated commencement and completion dates. COUNTY shall install or cause to be installed Transit Shelter(s) which are described and located as set forth on Exhibit "A" within the jurisdiction of MUNICIPALITY. The installation of the Transit Shelters shall be paid for solely with Grant Funds. The Transit Shelter(s) shall remain the property of COUNTY. MUNICIPALITY shall provide easement(s) in a form acceptable to COUNTY prior to the installation of the Transit Shelter(s), where applicable, if requested by COUNTY. MUNICIPALITY shall have the authority to inspect the Transit Shelter(s) prior to acceptance of the Transit Shelter(s) for maintenance purposes. COUNTY shall provide MUNICIPALITY with written notice of the installation of the Transit Shelter(s) and MUNICIPALITY shall have three (3) business days to inspect the Transit Shelter(s) and advise COUNTY, in writing, of any issues regarding the installation. In the event the MUNICIPALITY identifies any issues regarding the installation of the Transit Shelter(s), COUNTY shall take all reasonable steps to promptly address the issue identified in the MUNICIPALITY's written notice. COUNTY shall warrant the installation of the Transit Shelter(s) for a period of one year and COUNTY shall assign any warranties for the Transit Shelter(s) to MUNICIPALITY.
- 2.4 MUNICIPALITY agrees to maintain, at its sole cost and expense, the Transit Shelter(s) set forth on Exhibit "A" in compliance with any and all applicable laws



which shall include, but not be limited to, laws and regulations relating to the Americans with Disabilities Act of 1990, as currently enacted or as may be amended from time to time ("ADA"). The Transit Shelter(s) shall be kept clean and free from trash and debris. The Transit Shelter(s) shall be kept free of graffiti. As part of the maintenance responsibility, MUNICIPALITY shall at all times keep Transit Shelter(s) in good repair and replace, defective, damaged or worn out parts of the Transit Shelter(s). MUNICIPALITY's responsibility to keep the Transit Shelter(s) in good repair shall include all necessary maintenance of any type or nature, including, but not limited to, maintenance, repair and replacement of defective, damaged or worn out parts due to normal wear and tear, acts of God, vandalism and accidents. MUNICIPALITY shall take all necessary steps to maintain the Transit Shelters in a manner to protect against injury to any person or property.

In the event that a Transit Shelter should suffer significant damage, MUNICIPALITY shall immediately report the damage to COUNTY and MUNICIPALITY shall immediately take any and all steps reasonably necessary to protect against injury to any person or property. "Significant Damage" shall mean damage to the Transit Shelter which renders the Transit Shelter no longer suitable to meet and perform adequately for the purpose for which it was constructed and it may not be safely maintained within the parameters set forth by the manufacturer. Following a determination by COUNTY, in consultation with MUNICIPALITY, that the Transit Shelter has suffered Significant Damage and that the Transit Shelter is beyond repair, MUNICIPALITY, at its sole cost, shall remove the Transit Shelter within 72 hours from notice of COUNTY's determination or within a time period mutually agreed to by COUNTY and Municipality. COUNTY's determination relating to the ability to repair the Transit Shelter shall be final. Neither COUNTY nor MUNICIPALITY shall be required to replace a shelter which has suffered Significant Damage and been deemed by COUNTY to be beyond repair. In the event that COUNTY, in its sole discretion shall replace a Transit Shelter, MUNICIPALITY acknowledges and agrees that all terms and conditions of this Agreement shall apply to the replacement Transit Shelter.

The above notwithstanding, following a determination that a Transit Shelter has suffered Significant Damage and is beyond repair, in the event MUNICIPALITY expresses its desire in writing to replace the Transit Shelter, MUNICIPALITY shall be permitted to do so at its sole cost and expense. Any replacement shelter shall comply with all applicable laws and permitting requirements which shall include, but not be limited to, laws and regulations relating to the ADA.

2.5 All Transit Shelter(s) shall at all times have a notification sign posted with the name and phone number of the contact person for MUNICIPALITY responsible for maintenance of the Transit Shelter(s) so that members of the public may contact MUNICIPALITY regarding problems with the Transit Shelter(s). MUNICIPALITY shall promptly respond and correct all complaints regarding maintenance.

2.6 COUNTY and MUNICIPALITY agree and understand that this Agreement does not



change the COUNTY road functional classification.

### ARTICLE 3 TERM AND TERMINATION

- 3.1 The term of this Agreement shall begin on the date it is fully executed by both parties and shall terminate as provided for in Sections 3.2 through 3.6, herein below.
- 3.2 This Agreement may be terminated for cause by COUNTY, through action of the Board, if MUNICIPALITY has not corrected the breach within thirty (30) days of written notice given by COUNTY to MUNICIPALITY setting forth the breach. If MUNICIPALITY corrects the breach within thirty (30) days after written notice of same, to the sole satisfaction of COUNTY, the Agreement shall remain in full force and effect. If such breach is not corrected within thirty (30) days of receipt of notice of breach, COUNTY may terminate the Agreement. Specifically in the case of MUNICIPALITY's requirement to maintain and repair the Transit Shelters, COUNTY, at the option of Contract Administrator, may cause such breach to be corrected and bill MUNICIPALITY for the costs of such correction, or terminate this Agreement. If COUNTY opts to correct the breach and bills MUNICIPALITY for same, MUNICIPALITY shall remit to COUNTY the amount so billed within thirty (30) days of MUNICIPALITY's receipt thereof.
- 3.3 Termination of this Agreement for cause shall include, but not be limited to, failure of MUNICIPALITY to suitably perform the services required by Article 2 herein, failure of MUNICIPALITY to maintain the Transit Shelter(s) pursuant to the terms of this Agreement, or a failure of MUNICIPALITY to continuously perform the services required by the terms and conditions of this Agreement in a manner calculated to meet or accomplish the objectives set forth herein, notwithstanding whether any such breach was previously waived or cured.
- 3.4 This Agreement may be terminated for convenience by COUNTY upon thirty (30) days' written notice given by COUNTY to MUNICIPALITY. This Agreement may also be terminated by County Administrator upon such notice as County Administrator deems appropriate in the event that County Administrator determines that termination is necessary to protect the public health, safety, or welfare.
- 3.5 In the event this Agreement is terminated for convenience, upon being notified of election to terminate, the parties shall refrain from performing further services or incurring additional expenses under the terms of this Agreement. MUNICIPALITY acknowledges and agrees that Ten Dollars (\$10.00), the adequacy of which is hereby acknowledged by MUNICIPALITY, is given as specific consideration to MUNICIPALITY for COUNTY's right to terminate this Agreement for convenience.
- 3.6 Notice of termination shall be provided in accordance with the Article 5, "NOTICES,"



except that notice of termination by County Administrator which County Administrator deems necessary to protect the public health, safety, or welfare may be verbal notice which shall be promptly confirmed in writing in accordance with Article 5, "NOTICES."

#### ARTICLE 4 CHANGES IN SCOPE

Any change to the Scope must be accomplished by a written amendment, executed by the parties in accordance with Section 9.12 below.

#### ARTICLE 5 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 BROWARD COUNTY:

Director, Broward County Transportation Department  
1 North University Drive, Suite 3100A  
Plantation, FL 33324

##### FOR MUNICIPALITY:

City of Tamarac  
City Manager  
7525 N.W. 88 Avenue  
Tamarac, FL 33321

#### ARTICLE 6 ADMINISTRATIVE FEE

In consideration of COUNTY's administration and management of the Grant and the installation of the Transit Shelters, MUNICIPALITY agrees to pay COUNTY an amount equal to ten percent (10%) of the total Grant Funds received by COUNTY. Upon COUNTY's receipt of an FTA reimbursement of Transit Shelter Project expenditures, COUNTY shall submit an invoice to MUNICIPALITY in an amount that equals ten percent (10%) of the FTA reimbursement. MUNICIPALITY shall pay said invoice within thirty (30) days. MUNICIPALITY's payment to COUNTY shall be made with local funds (non-state, non-federal funds).

## ARTICLE 7 INDEMNIFICATION

- 7.1 Nothing herein is intended to serve as a waiver of sovereign immunity by any party nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract. MUNICIPALITY is a state agency or political subdivision as defined in Chapter 768.28, Florida Statutes, and shall be fully responsible for the acts and omissions of its agents or employees to the extent permitted by law.
- 7.2 In the event that MUNICIPALITY contracts with a third party to provide the services set forth herein, addressed herein above, any contract with such third party shall include the following provisions:
- 7.2.1 Indemnification: MUNICIPALITY's contractor shall indemnify and hold harmless COUNTY, its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of MUNICIPALITY's contractor and persons employed or utilized by MUNICIPALITY's contractor in the performance of this Agreement. Except as specifically provided herein, MUNICIPALITY's contractor shall not be required to indemnify COUNTY from any damages directly caused or resulting from the sole negligence of COUNTY, its officers, agents or employees. These indemnifications shall survive the term of this Agreement.

## ARTICLE 8 INSURANCE

- 8.1 MUNICIPALITY is an entity subject to Section 768.28, Florida Statutes, as may be amended, and MUNICIPALITY shall furnish Contract Administrator with written verification of liability protection in accordance with state law prior to final execution of this Agreement. Additionally, if MUNICIPALITY elects to purchase excess liability coverage, MUNICIPALITY agrees that COUNTY will be furnished with a Certificate of Insurance listing the Broward County Board of County Commissioners as certificate holders and as additional named insureds.
- 8.2 In the event that MUNICIPALITY contracts with a third party to provide the services set forth herein, any contract with such third party shall include, at a minimum, the following provisions:
- 8.2.1 Insurance: MUNICIPALITY's contractor shall at all times during the term of this Agreement keep and maintain in full force and effect, at contractor's sole cost and expense, insurance of the types and amounts as set forth on Exhibit "B," a copy of which is attached hereto and incorporated herein by



reference as if set forth in full, and shall name COUNTY and Broward County Board of County Commissioners as an additional insured.

## ARTICLE 9 MISCELLANEOUS

### 9.1 AUDIT RIGHT AND RETENTION OF RECORDS.

COUNTY shall have the right to audit the books, records, and accounts of MUNICIPALITY and its subcontractors that are related to this Agreement. MUNICIPALITY and its subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Project. All books, records, and accounts of MUNICIPALITY and its subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, MUNICIPALITY or its subcontractor, as applicable, shall make same available at no cost to COUNTY in written form.

MUNICIPALITY and its subcontractors 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, Florida Statutes, as may be amended from time to time, 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 MUNICIPALITY's and its subcontractors' records, MUNICIPALITY and its subcontractors shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by MUNICIPALITY or its subcontractors. 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.

MUNICIPALITY shall, by written contract, require its subcontractors to agree to the requirements and obligations of this Section 9.1.

### 9.2 NONDISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY, AND

## AMERICANS WITH DISABILITIES ACT.

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

9.2.1 MUNICIPALITY'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 used as a basis for service delivery.

9.2.2 MUNICIPALITY shall not engage in or commit any discriminatory practice in violation of the Broward County Human Rights Act (Broward County Code, Chapter 16½) in performing any services pursuant to this Agreement.

## 9.3 INDEPENDENT CONTRACTOR

MUNICIPALITY is an independent contractor under this Agreement. Services provided by MUNICIPALITY pursuant to this Agreement shall be subject to the supervision of MUNICIPALITY. In providing such services, neither MUNICIPALITY nor its agents shall act as officers, employees, or agents of COUNTY. No partnership, joint venture, or other joint relationship is created hereby. COUNTY does not extend to MUNICIPALITY or MUNICIPALITY's agents any authority of any kind to bind COUNTY in any respect whatsoever.

## 9.4 THIRD PARTY BENEFICIARIES.

Neither MUNICIPALITY 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. The parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement.

## 9.5 ASSIGNMENT AND PERFORMANCE.



Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the other party. In addition, MUNICIPALITY shall not subcontract any portion of the work required by this Agreement, except as authorized herein. COUNTY may terminate this Agreement, effective immediately, if there is any assignment, or attempted assignment, transfer, or encumbrance, by MUNICIPALITY of this Agreement or any right or interest herein without COUNTY's written consent.

MUNICIPALITY represents that each person who will render services pursuant to this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and that each such person is reasonably experienced and skilled in the area(s) for which he or she will render his or her services.

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

#### 9.6 MATERIALITY AND WAIVER OF BREACH.

COUNTY and MUNICIPALITY agree that each requirement, duty, and obligation set forth herein was bargained for at arms'-length and is agreed to by the parties in exchange for quid pro quo, that each is substantial and important to the formation of this Agreement and that each is, therefore, a material term hereof.

COUNTY's failure 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.

#### 9.7 COMPLIANCE WITH LAWS.

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

#### 9.8 SEVERANCE.

In the event 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 MUNICIPALITY elects to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

9.9 JOINT PREPARATION.

Each party and its counsel have participated fully in the review and revision of this Agreement and acknowledge that the preparation of this Agreement has been their joint effort. The language agreed to expresses 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. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

9.10 PRIORITY OF PROVISIONS.

If there is 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 Articles 1 through 9 of this Agreement shall prevail and be given effect.

9.11 JURISDICTION, VENUE, WAIVER OF JURY TRIAL

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. All parties agree and accept that jurisdiction of any controversies or legal problems arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the state courts of the Seventeenth Judicial Circuit in Broward County, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. **BY ENTERING INTO THIS AGREEMENT, MUNICIPALITY AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

9.12 AMENDMENTS.

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by COUNTY and MUNICIPALITY or others delegated authority to or otherwise authorized to execute same on their behalf.

9.13 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.

9.14 INCORPORATION BY REFERENCE.

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

9.15 REPRESENTATION OF AUTHORITY

Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

9.16 MULTIPLE ORIGINALS.

Multiple copies of this Agreement may be executed by all parties, each of which, bearing original signatures, shall have the force and effect of an original document.

[REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature: BROWARD COUNTY, through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and CITY OF TAMARAC, signing by and through its \_\_\_\_\_, duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, through its  
Board of County Commissioners

\_\_\_\_\_  
County Administrator and  
Ex-Officio Clerk of the  
Board of County Commissioners  
of Broward County, Florida

By \_\_\_\_\_, Mayor  
\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Approved as to Insurance  
Requirements:

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) 357-6968

By \_\_\_\_\_  
Risk Management

By \_\_\_\_\_  
Sharon V. Thorsen (Date)  
Senior Assistant County Attorney

APPROVED:

\_\_\_\_\_  
Noel M. Pfeffer (Date)  
Deputy County Attorney



AGREEMENT BETWEEN BROWARD COUNTY AND THE CITY OF TAMARAC FOR  
INSTALLATION AND MAINTENANCE OF TRANSIT SHELTERS

MUNICIPALITY

CITY OF TAMARAC

ATTEST:

\_\_\_\_\_

City Clerk

(SEAL)

By \_\_\_\_\_

Mayor

\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_

City Administrator

\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

APPROVED AS TO FORM:

By \_\_\_\_\_

City Attorney

SVT:dmv  
4/28/14  
04/22/14  
TRANSITbussheltersmaintenanceTamaracGrant  
09-114.09

**EXHIBIT "A"**  
**PROJECT IMPROVEMENT AND SCOPE**

**Summary of Work**

Install bus shelters and associated amenities at 10 separate locations throughout the City of Tamarac, in accordance with the attached list of locations (see table below). The shelters shall be manufactured and installed in accordance with the manufacturer's specifications.

STOPID	MAIN_STREET	CROSS_STREET	DIRECTION	LOCATION	SHELTERTYPE	BENCH	TRASHBIN	BIKERACK	ROW	MUNICIPALITY
5397	University Drive	NW 76 <sup>th</sup> Street	SB	Nearside	Medium	Yes	Yes	Yes	State	Tamarac
196	University Drive	McNab Road	NB	Nearside	Medium	Yes	Yes	Yes	State	Tamarac
3231	University Drive	NW 64 <sup>th</sup> Street	SB	Farside	Medium	Yes	Yes	Yes	State	Tamarac
1684	Commercial Blvd	NW 70th Avenue	WB	Farside	Small	Yes	Yes	Yes	State	Tamarac
4111	Commercial Blvd	University Drive	WB	Nearside	Small	Yes	Yes	Yes	State	Tamarac
2809	McNab Road	University Drive	WB	Nearside	Small	Yes	Yes	Yes	County	Tamarac
3229	University Drive	NW 76 <sup>th</sup> Street	NB	Farside	Medium	Yes	Yes	Yes	State	Tamarac
5359	Commercial Blvd	Pine Island Rd	WB	Farside	Small	Yes	Yes	Yes	City	Tamarac
5071	Commercial Blvd	NW 82th Avenue	WB	Farside	Small	Yes	Yes	Yes	County	Tamarac
5477	Hiatus Road	Commercial Blvd	SB	Nearside	Small	Yes	Yes	Yes	City	Tamarac

**Exhibit B  
Insurance Requirement**

The following coverage is deemed the minimum insurance required for this project. The selected firm must be prepared to provide proof of insurance commensurate with or in excess of this requirement. Any deviation is subject to the approval of Risk Management.

TYPE OF INSURANCE	MINIMUM LIABILITY LIMITS		
		Each Occurrence	Aggregate
<b>COMMERCIAL GENERAL LIABILITY</b> <b>Broad form or equivalent</b> <i>With no exclusions or limitations for:</i> <input checked="" type="checkbox"/> Premises-Operations <input checked="" type="checkbox"/> Explosion, Collapse, Underground Hazards <input checked="" type="checkbox"/> Products/Completed Operations Hazard <input checked="" type="checkbox"/> Contractual Insurance <input checked="" type="checkbox"/> Independent Contractors <input checked="" type="checkbox"/> Personal Injury <input checked="" type="checkbox"/> Other: Mobile Equipment	Bodily Injury		
	Property Damage		
	Combined single limit Bodily Injury & Property Damage	\$1 mil	
	Personal Injury		
<b>BUSINESS AUTO LIABILITY*</b> <b>COMPREHENSIVE FORM</b> <input checked="" type="checkbox"/> Owned <input checked="" type="checkbox"/> Hired <input checked="" type="checkbox"/> Non-owned <input checked="" type="checkbox"/> Scheduled <input checked="" type="checkbox"/> Any Auto	Bodily Injury (each person)		
	Bodily Injury (each accident)		
	Property Damage		
	Combined single limit Bodily Injury & Property Damage	\$ 500 k	
<b>EXCESS/UMBRELLA LIABILITY</b> <i>May be used to supplement minimum liability coverage requirements.</i>	Follow form basis or Add'l insd endorsement is required		
<input checked="" type="checkbox"/> <b>WORKERS' COMPENSATION</b> <i>If exempt: State Exemption Certificate or letter on company letterhead is required.</i> <input checked="" type="checkbox"/> <b>EMPLOYERS' LIABILITY</b>	Chapter 440 FS (each accident)	<b>STATUTORY</b> \$ 500 k	U.S. Longshoremen & Harbor Workers' Act & Jones Act is required for any activities on or about navigable water
<input type="checkbox"/> <b>POLLUTION LIABILITY OR ENVIRONMENTAL IMPAIRMENT LIABILITY WITH CLEAN-UP COSTS</b>	(each accident)		
	Extended coverage period		
<input type="checkbox"/> <b>BUILDER'S RISK (PROPERTY)</b> <b>"ALL RISK" WITH WIND AND FLOOD</b> Coverage must remain in force until written final acceptance by County.	Maximum Deductible: \$10 k DED for WIND or WIND & FLOOD not to exceed 5% of completed value CONTRACTOR IS RESPONSIBLE FOR DEDUCTIBLE		Completed Value form
<input type="checkbox"/> Installation floater Coverage must be "All Risk", completed value. Coverage must remain in force until written final acceptance by County.	Maximum Deductible: \$10 k CONTRACTOR IS RESPONSIBLE FOR DEDUCTIBLE		Completed Value form
<small>DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES BROWARD COUNTY IS LISTED AS AN ADDITIONAL INSURED ON THE GENERAL LIABILITY POLICY.</small>			
<b>REFERENCE: Transit Bus Shelter</b>			
<b>CERTIFICATE HOLDER:</b> <b>Broward County</b> 115 South Andrews Avenue Fort Lauderdale, FL 33301 Attn: Arethia Douglas - Transportation Dept			

Risk Management Division






Revised 2013



## **Title - TR12321 - Woodmont Development Agreement**

A Resolution of the City Commission of the City of Tamarac, Florida, authorizing the Mayor, Vice-Mayor, or City Manager of the City of Tamarac, Florida, on behalf of the City, to execute and to otherwise enter into a Development Agreement between the City of Tamarac and Woodmont Country Club, Inc., for the development of property located within the Woodmont Plat, as recorded in Plat Book 88, Page 20, of the public records of Broward County, Florida, and as more fully described in the Development Agreement which is attached hereto; authorizing the City Manager to do all things necessary to carry out the aims of this resolution; providing for conflicts; providing for an effective date.

### **ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
 <a href="#">TR12321 - Memo</a>	5/8/2014	Cover Memo
 <a href="#">TR12321 Resolution</a>	5/9/2014	Resolution
 <a href="#">TR12321 - Kipp Summary Report</a>	5/8/2014	Backup Material
 <a href="#">TR12321 - Exhibit A - Development Agreement</a>	5/8/2014	Exhibit
 <a href="#">TR12321 - Exhibit A - Part 2</a>	5/8/2014	Exhibit

**CITY OF TAMARAC**  
**INTEROFFICE MEMORANDUM 14-04-010M**  
**COMMUNITY DEVELOPMENT DEPARTMENT**

<b>TO:</b>	Michael C. Cernech, City Manager	<b>DATE:</b>	April 30, 2014
<b>FROM:</b>	Maxine Calloway, Director of Community Development	<b>RE:</b>	Woodmont – Development Agreement 1 <sup>st</sup> Revision 05/08/2014
		<b>CASE#:</b>	6-MI-13
		<b>TEMP. RESO. NO.:</b>	12321
		<b>MF#:</b>	13-76

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**RECOMMENDATION:** The Director of Community Development recommends that the City Commission open a Public Hearing regarding the Woodmont development agreement in order to solicit input regarding the same. It is further recommended that the City Commission approve the Development Agreement at the first of two public hearings.

**ISSUE:** Section 162.3220 through 163.3223, Florida Statutes provides for local governments to enter into development agreements in order to set forth the procedures, rights and obligations of the parties with regard to the development of the property consistent with the Comprehensive Plan and the Code of Ordinances and to detail the requirements and commitments for developing the property. As such, Woodmont Country Club has submitted the attached development agreement for approval by the City Commission.

**BACKGROUND:** The development agreement ensures the performance of parties subject to the agreement. Agents for the applicant have been working diligently with staff regarding this agreement. The terms and conditions of the agreement include the following commitments:

- Agreement to execute and record the Consolidated Covenant in order to restrict that portion of the Woodmont property for 99 years for the use of 27 holes of golf, with related amenities and operations. The related amenities and operations to be located on the Golf Course Parcel may include, but shall not be limited to, a clubhouse, pro shop, locker room, swimming pools, cabanas, liquor, beer and wine bar facilities, dining room facilities, parking, tennis courts, driving range, putting greens and all other uses incidental thereto. During such 99 year period, Developer, its successors or assignees, will own, operate and maintain the Golf Course Parcel for use as a golf course with Golf Course Amenities or for other open space recreational purposes.
- Developer shall coordinate and bear the cost of all improvements and upgrades for the additional 9-hole golf course, to be incorporated into the Golf Course Parcel from the former Pines Golf Course, and ensure that it will operate and be maintained under excellent playing conditions. Specifically, Developer hereby agrees that, at a minimum, course improvements for the additional 9 holes shall include new greens, updated sand traps and improvements to tee boxes and fairways. Developer voluntarily covenants and agrees to spend no less than \$4,448,000 as the minimum improvement and maintenance contribution over a 5 year period.

- The Minimum Improvement and Maintenance Contribution shall consist of improvements and upgrades to the new 9 holes of golf to be incorporated into the Golf Course Parcel from the former Pines Golf Course, including a new driving range and practice areas and new maintenance area, which improvements shall include, but not be limited to, a new mature tree planting program, renovation of sand traps, relocation of certain tee boxes and/or waterways, extensive landscaping and other overall beautification efforts and contribute approximately \$800,000.00 annually for maintenance of the Golf Course Parcel, driving range and practice.
- Developer shall construct a new clubhouse on the Property ranging in size from 12,000 square feet to 14,000 square feet which will include, but is not limited to: locker rooms; restaurant with indoor and outdoor seating; banquet/conference facilities; golf and tennis pro shop; administrative offices and areas; storage facilities and other ancillary uses to the main clubhouse facility. The New Clubhouse will also include an additional approximate 4,000 to 6,000 square foot cart storage area that will either be constructed as part of the main clubhouse structure or as a separate ancillary structure in close proximity to the New Clubhouse.
- Developer shall commence construction of the New Clubhouse prior to issuance of the 25<sup>th</sup> building permit for construction of a residential unit. Upon commencement of the New Clubhouse the City agrees to issue fifty additional building permits for construction of residential units upon the Residential Parcels. The New Clubhouse shall be substantially completed no later than 18 months from approval of the Applications by the City Commission, at which time all remaining residential building permits will be issued by the City.
- Prior to issuance of the first building permit for construction of the first residential unit on the Property, Developer shall place \$150,000 into the City's escrow account to be used for a street improvement study and any recommended improvements to the roadway system related to the development of new homes within Woodmont.
- The Developer shall comply with the Parks and Recreation Open Space or Impact Fee in lieu of, in accordance with Section 10-296 of the City's Code of Ordinances.
- Developer shall pay all costs associated with the construction of the "Southgate Boulevard Buffer Wall" and related perimeter landscaping improvements consistent with the City's adopted Major Corridor Study.
- Developer shall install all buffer improvements for the Commercial Parcel in accordance with the Master Plan prior to the issuance of a certificate of occupancy for the Commercial Parcel. Specifically, such improvement shall, at a minimum, include a 25' landscape buffer or water body with a minimum width of 70 feet, a 6 foot high wall and landscaping improvements on the east side of the wall facing the existing residential areas. All improvements made pursuant to this section shall comply with the City's Code of Ordinances.
- The proposed commercial parcel (Parcel "D") will be limited to 28,000 square feet of commercial retail use consistent with the uses allowed in the City's B-2 zoning district with the exception of banks and fast food restaurants with drive-thru service and drug stores. Fast food restaurants without drive-thru service shall be permitted.
- Developer agrees to contribute \$750 per residential dwelling unit approved by the City during final site plan approval of all Residential Parcels to meet the City's affordable housing requirements.

- Prior to issuance of the first certificate of occupancy for a residential unit, Developer shall contribute \$75,000 toward the City's efforts to improve the existing entrances to the Woodmont community through repair or replacement of signage, professional landscaping and lighting, in accordance with the City's residential signage program. Developer also agrees to construct a new entrance sign and attractive landscaping in a first class manner for the property generally located on the southeast corner of Pine Island Road and Southgate Boulevard, which is owned by Developer.
- All homes to be built on the Residential Parcels shall be a minimum of 2,200 gross square feet and built in accordance with the applicable homebuilder's "Green" building program as the same may be in effect from time-to-time, and will incorporate energy efficient construction techniques, products and features, including programs such as Energy Star.
- Construction of the residential units will be completed within 6 years of the issuance of the first permit for a residential unit with an option to extend for this agreement as long as a written request is made prior to the expiration of the 6 year period.

In 2013, the City retained the services of Kipp Schulties Golf Design, Inc. (Consultant) to evaluate the plans provided by the Developer relative to the proposed 27 hole integrated golf course within the Woodmont Residential Community to determine the impact of the proposed development upon the existing and proposed golf course. Specifically, the Consultant looked at the integrity of the proposed re-established golf component of the Pines Golf Course to determine whether it would be in harmony with the existing Cypress Course. The Consultant's analysis was done using established industry standard and measurements at a time when Woodmont would have been originally measured.

The Consultant issued a report which in summary, finds the method being proposed by the Applicant to restore the Pines Golf Course to be feasible. In addition, The Consultant identified areas of conflict with the course and the proposed development that staff will require the Applicant to address during Major Site Plan review. Although several of the Consultant's recommendations will be incorporated into the Developer's Site Plan during the Major Site Plan review process, staff will also require the Applicant to submit professionally prepared renderings and site plans done by a golf course design or land planning professional at the Major Site Plan review stage. In addition, the Consultant provided comparable maintenance expenses for courses maintained at a cost per hole similar to what's being proposed for the re-established golf course.

**CONCLUSION:** Permanent closure of the northern 18-hole golf course in Woodmont has negatively impacted the neighborhood. Staff has received numerous complaints regarding golf course maintenance, individuals trespassing and wildlife on the course. It is in keeping with the Goals, Objectives and Policies of the Comprehensive Plan that the City of Tamarac support long term alternatives to neighborhood decline. The Development Agreement for Woodmont is necessary in order to ensure that development proceeds in an orderly manner. Improvements subject to the development agreement are intended to support and enhance the viability of the neighborhood.





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Maxine Calloway,  
Director of Community Development

Attachments:      Temporary Resolution No. 12321  
                         Development Agreement  
                         Kipp Schulties Golf Design Summary Report (City Consultant)

MAC/alg



CITY OF TAMARAC, FLORIDA

RESOLUTION NO. 2014-

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, AUTHORIZING THE MAYOR, VICE-MAYOR, OR CITY MANAGER OF THE CITY OF TAMARAC, FLORIDA, ON BEHALF OF THE CITY, TO EXECUTE AND TO OTHERWISE ENTER INTO A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF TAMARAC AND WOODMONT COUNTRY CLUB, INC., FOR THE DEVELOPMENT OF PROPERTY LOCATED WITHIN THE WOODMONT PLAT, AS RECORDED IN PLAT BOOK 88, PAGE 20, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, AND AS MORE FULLY DESCRIBED IN THE DEVELOPMENT AGREEMENT WHICH IS ATTACHED HERETO; AUTHORIZING THE CITY MANAGER TO DO ALL THINGS NECESSARY TO CARRY OUT THE AIMS OF THIS RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Tamarac City Commission ("City"), hereby finds that development of property for residential and commercial uses within the City is desired, and that residential and commercial development provides for an increased tax base, improved property values, and a more positive community appearance; and

WHEREAS, the City Commission desires to encourage developers who desire to provide residential and commercial development within the City in association with the recognition of the impacts on the City's public facilities associated with the development; and

WHEREAS, pursuant to the Florida Local Government Development Agreement Act, Sections 163.3220 through 163.3243, Florida Statutes, the City Commission desires to enter into the Development Agreement with Woodmont Country Club, Inc., which is attached hereto as Exhibit "A", and incorporated herein by reference, and finds that the

Development Agreement is in the best interest of the health, safety, and welfare of the citizens and residents of the Tamarac.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, THAT:

Section 1. The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct, and are incorporated herein by this reference. All exhibits attached hereto are incorporated herein and made a specific part of this resolution.

Section 2. Pursuant to the Florida Local Government Development Agreement Act, Sections 163.3220 through 163.3243, Florida Statutes, the City Commission hereby approves the Development Agreement between the City of Tamarac and Woodmont Country Club, Inc., which is attached hereto as Exhibit "A", and authorizes the Mayor, Vice-Mayor, or City Manager to execute the Development Agreement.

Section 3. The City Commission hereby authorizes and directs the appropriate City Officials to do all things necessary and expedient to effectuate the intent of this Resolution.

Section 4. All resolutions inconsistent or in conflict herewith shall be and are hereby repealed insofar as there is conflict or inconsistency.

Section 5. If any section, sentence, clause, or phrase of this resolution is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this resolution.

Section 6. This resolution shall become effective upon its passage and adoption  
by the City Commission.

PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF TAMARAC,  
FLORIDA THIS                      DAY OF MAY, 2014.

CITY OF TAMARAC FLORIDA

\_\_\_\_\_  
HARRY DRESSLER, MAYOR

ATTEST:

\_\_\_\_\_  
PATRICIA TEUFEL, CMC  
CITY CLERK

RECORD OF COMMISSION VOTE:

MAYOR DRESSLER \_\_\_\_\_  
DIST 1: COMM. BUSHNELL \_\_\_\_\_  
DIST 2: V/M GOMEZ \_\_\_\_\_  
DIST 3: COMM. GLASSER \_\_\_\_\_  
DIST 4: COMM. PLACKO \_\_\_\_\_

I HEREBY CERTIFY THAT I HAVE  
APPROVED THIS RESOLUTION  
AS TO FORM

\_\_\_\_\_  
SAMUEL S. GOREN,  
CITY ATTORNEY

## **Woodmont Country Club**

### ***Summary of Applicant's Submittal to the City of Tamarac***

Kipp Schulties Golf Design, Inc.  
May 4, 2014

#### ***Summary:***

As of the date of this Summary, the possible conflicts of the Applicant's plan have been identified. These are detailed below. The Applicant responded to these issues and the results of those responses are indicated as well.

#### ***Pines Golf Course***

- **Hole 3**--it appears that this is an existing condition but the road is very close to the green, well inside the standard safety corridor. However, in this case and because it was an accepted condition for many years we do not take issue so long as the green does not move any closer to the road than it was previously. Considering the green area is being re-established, any movement of the green away from the roadway would be a benefit to limiting future conflicts. Still the City may wish to discuss with the Developer having a dense vegetative buffer along the street to aide against possible future conflicts.  
***Result: Applicant agrees to increase vegetation to the City's satisfaction***
- **Hole 4**--this also appears to be an existing condition; again, the road is within the safety corridor. The road is on the hook side of the hole and a partial solution may be additional screening vegetation to protect cars on the road.  
***Result: Applicant agrees to increase vegetation to the City's satisfaction***
- **Hole 6**--the residential design encroaches considerably into the golf (on the slice side), and is very dangerous. Design change is necessary in this area. In previous conversations, the Developer suggested using the existing hole to the north along Southgate Boulevard as an alternative, which would be an acceptable solution. If the hole is to remain as shown, then the residential component just past the first landing area should be reduced by 3-4 lots to significantly lessen or eliminate the conflict overlap.  
***Result: Applicant agrees to utilize the existing hole to the north along Southgate Boulevard for the golf course***

- **Hole 8--** the safety corridor encroaches into the residential parcel on the left. However, this is an existing condition that has been established for many years, even decades. However additional vegetative buffer left of the hole may help avoid potential conflicts in the future.  
**Result: *The Applicant will use new tee boxes across the water for white, blue and gold tees. The Applicant will also increase vegetation density to the City's satisfaction.***
- **Hole 9—**this is an existing hole that has a new residential component being introduced along the right side from the landing area into the green. In this instance, the new green should be moved away from the new development to maintain at least a 150 LF from the center of the green to the property boundary. However, the movement of this green would introduce another issue. This hole has nearly a 70-degree turn to the left. Hard turns or angles such as this cause havoc with higher handicap golfers when they cannot reach the turn point off the tee. In such cases, players tend to hit their second shots through the fairway and into the residential component on the other side because the turn is so sharp. The opposite happens with longer hitters in dealing with the same hard turn point. Some will try and go over the corner of the houses on the inside corner while others will drive through the turn point.

We are not engaged to give design advice, but moving the green slightly left but back towards the approach making it a shorter hole will soften the angle of the turn and bring the green within reach from a larger portion of the fairway around and before the turn point. We strongly recommend that the Applicant engage the services of a professional golf course architect to properly set this up this hole and “sign-off” on any changes.

**Result: *Applicant agrees to move the green back towards the current approach and slightly to the left of the current line of flight***

Access from # 5 green to # 6 tee:

**Result: *Applicant will work with its golf course architect, John Sanford, to develop a plan that is satisfactory to the City***

### ***Cypress Golf Course***

The only areas of conflict worth noting relative to proposed new development are around the area where the existing maintenance area is located. The hole numbers are not on the attached plan and, thus, we will simply reference this by description.

- The par five that plays out from the existing clubhouse area and turns left with the new development to the right. This hole is acceptable as shown from the tee to the first landing area (disregarding the red conflict area behind the back tee which we understand will still be controlled by the Developer). The corridor width from

the first landing area into green is less than other corridor widths around the course as they relate to the residential component. We have a concern for this area given the “tight” nature of this space and we are not sure if there is a way to meet accepted industry standards. Should the City approve this as drawn, we might suggest some sort of waiver against complaints coming from the residents in the new development caused by errant golf balls entering or doing damage to adjacent properties or to vehicles and pedestrians using the road into this development right of the second landing area and green area. At the very least, a plan (acceptable to the City) to install dense vegetation along the proposed houses to the right and along the entry road would be strongly recommended.

***Result: Applicant agrees to increase vegetation density to the City’s satisfaction***

- The par four plays back into the clubhouse with the same proposed development on the right. Moving the tees over to the water’s edge, moving most of the middle tees more forward and adding a vegetative buffer between the tees and homes “may” be an acceptable solution to this conflict.

***Result: Applicant is currently reviewing the layout of this area with its golf course architect, John Sanford, but does not feel there is an issue here. We recommend further analysis of this area once there are more detailed plans developed***

### **Golf Course Maintenance Facility**

Relative to the golf maintenance facility, there has been no information provided to us to date and, thus, we cannot comment on the Applicant’s plans for this facility.

### **Driving Range / Aqua Range:**

The Applicant sent us a hand drawing of a proposed Aqua range. The Applicant informed us in an e-mail that golf course architect John Sanford is to be retained to design the aqua range.

***Result: More detail is needed here to complete the review. The Applicant indicates that the design will be completed simultaneously with our site plan review and approval.***

### **Course Maintenance**

#### **Exhibit A – Golf Course Maintenance Standards (from the Applicant’s contract with Greenway Golf)**

The Applicant’s contract with Greenway Golf is to pay Greenway \$ 723,000 annually for the maintenance of the Cypress Course and then raise that to \$ 798,000 for the 27 plus holes that will make up the Cypress and Pines Course combined. The Cypress Course is being maintained at just over \$ 40,000 annually per hole (\$ 723,000 / 18 holes). Once the Pines is re-opened, that will drop to \$ 28,500 per hole (\$ 798,000 / 28 holes).

Comparing this annual maintenance budget to some other local facilities in the area, we gathered the following information:

Orangebrook Golf Club (Hollywood): \$ 1,058,000 for 36 holes (\$ 29,388 / hole)

Southwinds Golf Course (Boca Raton): \$ 570,000 for 18 holes (\$ 31,667 / hole)

Delray Beach Municipal: \$ 787,000 for 18 holes (\$ 43,722 / hole)

Colony West (Tamarac): \$ 917,351 for 36 holes (\$ 25,482 / hole)

***Result: The proposed/projected annual maintenance expenditures are acceptable when compared to the other clubs indicated above***

### **Capital Improvements**

The Applicant has proposed methods for restoring 9 holes on the Pines Golf Course.

***Result: The analysis has determined that the Applicant's proposed methods for the golf course restoration are feasible.***

### **General Comment**

There still exist areas of concern that need to be addressed by the applicant as defined within this report. Accordingly, we strongly recommend that the City require the Applicant to retain both golf course design and land planning professionals that produce plans that can be sign and sealed by each consultant – in essence a much more professional submittal than what has been evaluated during this analysis.

**KS**

Return to: (enclose self-addressed stamped envelope)

**Name:** Scott Backman, Esq.

**Address:**

Dunay, Miskel, Backman &  
Blattner, LLP  
14 S.E. 4<sup>th</sup> Street, Ste. 36  
Boca Raton, Florida 33432

**This Instrument Prepared by:**

Scott Backman, Esq.  
Dunay, Miskel, Backman &  
Blattner, LLP  
14 S.E. 4<sup>th</sup> Street, Ste. 36  
Boca Raton, Florida 33432

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### **DEVELOPMENT AGREEMENT**

THIS DEVELOPMENT AGREEMENT ("Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2014, by and between WOODMONT COUNTRY CLUB, INC., a Florida corporation, with an address at 7801 N.W. 80<sup>th</sup> Avenue, Tamarac, FL 33321, its heirs, successors, grantees and assigns ("Developer"), and the CITY OF TAMARAC, a municipal corporation of the State of Florida, with an address at 7525 N.W. 88<sup>th</sup> Avenue, Tamarac, Florida, 33321 ("City") (hereinafter collectively referred to as the "Parties").

#### **WITNESSETH:**

WHEREAS, Developer is the fee simple owner of approximately 285 acres, comprised of several non-contiguous parcels, legally described on the attached **Exhibit "A"** (the "Property"); and

WHEREAS, the Property is located within the City limits; and

WHEREAS, the Property is governed by the City Comprehensive Land Use Plan and City Code of Ordinances including the Land Development Regulations ("LDR") existing as of the Effective Date of this Agreement; and



WHEREAS, the Parties recognize the benefits of public/private cooperation and are desirous of finalizing a development agreement which outlines a plan for permitting and development of the Property; and

WHEREAS, this Agreement is the culmination of negotiations and mutual understandings held by the Parties, and the Parties wish to establish by agreement the terms under which the Property may be developed; and

WHEREAS, the City held two public hearings on May \_\_\_, 2014 and May \_\_\_, 2014 prior to entering into this Agreement, both of which were properly noticed by publication in the news-press and by mailed notice to the affected property owners in accordance with Section 163.3225(2), Florida Statutes.

NOW, THEREFORE, for and in consideration of mutual benefits and the public interest and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Recitals. The foregoing recitations are true and correct and are hereby incorporated herein by reference. All exhibits to this Agreement are hereby deemed a part hereof.

2. Purpose. The purpose of this Agreement is to set forth the procedures, rights and obligations of the Parties with regard to the development of the Property consistent with the Comprehensive Land Use Plan and Code of Ordinances and to detail the requirements, commitments, and vested rights for developing the Property.

3. Authority. This Agreement is entered into under the authority of the Florida Constitution (including Article VIII, Section 2(b) thereof), the general powers conferred upon municipalities by statute and otherwise (including Chapter 166, Florida Statutes), the Florida Local Government Development Agreement Act ("Act"), Sections 163.3220 through 163.3243,

Florida Statutes, and the City's Charter. Accordingly, the development of the Property shall not be subject to any new LDR regulations or codes, including any and all laws, rules and regulations pertaining to the use and development of land, except under certain conditions set forth in the applicable provisions of the Act.

4. Permitted Land Uses. Developer shall develop the Property with the following uses: (i) up to 152 single-family residential units; (ii) twenty seven (27) holes of golf and ancillary country club uses; (iii) public bodies of water; (iv) 28,000 square feet of commercial use on approximately four and one half (4.5) acres of land; and (v) other uses consistent and compatible with the Property's land use and zoning designations as may be permitted by the City (collectively the "Proposed Development").

5. Development Applications. Developer has submitted applications to the City for a portion of the Property comprised of several non-contiguous parcels legally described and shown on the sketches attached hereto and made a part hereof as **Exhibit "B"** ("Residential Parcels") and as **Exhibit "C"** ("Commercial Parcel") requesting a large scale Future Land Use Map Amendment to change the land use on the parcels from Commercial Recreation (CR) to Low Residential (R-1) for the Residential Parcels, and to Commercial (C) for the Commercial Parcel; and, requesting the City to rezone the Residential Parcels from Recreational (S-1) to Single Family Residential (R-1), and the Commercial Parcel from Recreational (S-1) to Neighborhood Business (B-2), to allow up to 152 residential dwelling units consistent with the uses and densities permitted in the R-1 district, and 28,000 square feet for commercial space consistent with the uses and intensities permitted in the B-2 district, with the exception of gas stations, which shall be prohibited. Developer shall also submit site plan applications for the Residential Parcels and Commercial Parcel prior to issuance of any permits or commencement of

construction. The Future Land Use Plan Amendment, Rezoning and Site Plan applications are collectively referred to herein as the “Applications”.

6. Master Plan. A copy of the proposed master plan detailing the proposed development for the Property (“Master Plan”) is attached hereto and made a part hereof as **Exhibit “D”**.

7. Waterway Conveyance. A portion of the Property consists of certain waterways which were previously deeded to the City when the Property was initially developed and to which fee title is currently held by the City (“Waterway Areas”). The Master Plan contemplates filling in the Waterway Areas for development of the Residential Parcels and Commercial Parcel and new waterway areas shall be constructed at the sole cost and expense of the Developer in other portions of the Property (“New Waterway Areas”). Sketch and legal descriptions of the locations of the Waterway Areas and New Waterway Areas are attached hereto as **Exhibit “E”**. As built surveys of the New Waterway Areas will be prepared and provided to the City upon completion of the New Waterway Areas. Within thirty (30) days from approval of the Applications by the City Commission, the City shall commence the process necessary to convey the Waterway Areas to Developer, subject to the City’s compliance with the Charter, the Code of Ordinances of the City and State Statute. Developer shall convey the New Waterway Areas to the City as they are completed and certified during development of the Residential Parcels to occur no later than issuance of the first Certificate of Occupancy for a residential unit in Pod A.

8. Golf Course. Developer voluntarily covenants and agrees to execute and record the “Consolidated Covenant”, as defined herein, in order to restrict that portion of the Property legally described and shown on the sketch attached hereto and made a part hereof as **Exhibit “F”** (the “Golf Course Parcel”) for Ninety-Nine (99) years following the date of execution by the

City of the Consolidated Covenant for use as twenty seven (27) holes of golf, with related amenities and operations. The related amenities and operations to be located on the Golf Course Parcel may include, but shall not be limited to, a clubhouse, pro shop, locker room, swimming pools, cabanas, liquor, beer and wine bar facilities, dining room facilities, parking, tennis courts, driving range, putting greens, cart barn, maintenance shed and other areas necessary to sustain the Golf Course Parcel and all other uses incidental thereto (the "Golf Course Amenities"). During such Ninety-Nine (99) year period, Developer, its successors or assignees, will own, operate and maintain the Golf Course Parcel for use as a golf course with Golf Course Amenities or for other open space recreational purposes.

9. Improvements and Maintenance. Developer shall coordinate and bear the cost of all improvements and upgrades for the additional nine (9) hole golf course, to be incorporated into the Golf Course Parcel from the former Pines Golf Course, and ensure that it will operate and be maintained under the playing conditions established herein. Specifically, Developer voluntarily covenants and agrees to spend no less than \$4,448,000.00 combined over a five (5) year period as more specifically set forth herein ("Minimum Improvement and Maintenance Contribution"). The Minimum Improvement and Maintenance Contribution shall consist of (i) no less than \$448,000.00 in improvements and upgrades to the new nine (9) holes of golf to be incorporated into the Golf Course Parcel from the former Pines Golf Course for a new driving range, new practice areas and a new maintenance area, as well as improvements that shall include, but not be limited to, a new mature tree planting program, renovation of sand traps, relocation of certain tee boxes and/or waterways, extensive landscaping and other overall beautification efforts (collectively "Golf Course Upgrades"); and (ii) approximately \$800,000.00 annually for maintenance of the Golf Course Parcel, driving range and practice areas ("Golf Course Maintenance"). The Golf Course Parcel shall be irrigated and regularly maintained in a

manicured and playable condition. Said Golf Course Upgrades shall be constructed and designed in conjunction with the proposed Master Plan development and completed no later than eighteen (18) months from approval of the Applications by the City Commission. Funding for the Golf Course Maintenance shall commence immediately upon completion of the Golf Course Upgrades. Developer agrees to apply for and obtain any required development approvals to construct said Golf Course Upgrades and that development of the Golf Course Parcel shall be in accordance with all applicable City zoning and land use requirements. Developer agrees to provide City with audited annual statements during the aforementioned five (5) year period describing Golf Course Upgrades and Golf Course Maintenance expenditures, which obligation shall commence no later than the thirteenth (13<sup>th</sup>) month following the date of the Agreement and for each year thereafter during the five (5) year period. Such statements shall include supporting documentation detailing expenditures made pursuant to this section.

10. Development of New Clubhouse. Developer shall construct a new clubhouse on the Property ranging in size from 12,000 square feet to 14,000 square feet which will include, but is not limited to: locker rooms; restaurant with indoor and outdoor seating; banquet/conference facilities; golf and tennis pro shop; administrative offices and areas; storage facilities and other ancillary uses to the main clubhouse facility (“New Clubhouse”). The New Clubhouse will also include an approximate 4,000 to 6,000 square foot cart storage area that will either be constructed as part of the main clubhouse structure or as a separate ancillary structure in close proximity to the New Clubhouse. The square footage of the cart storage area shall not be included within the square footage of the New Clubhouse constructed pursuant to this section. Conceptual elevations of the New Clubhouse are attached hereto as **Exhibit “G”**. The New Clubhouse will be located within the boundaries of the Golf Course Parcel upon that portion of the Property legally described and shown on the sketch attached hereto and made a part hereof as

**Exhibit "H"** or in such other area upon the Golf Course Parcel as approved by the City pursuant to any required site plan review ("Clubhouse Parcel").

Developer shall commence construction of the New Clubhouse prior to issuance of the twenty-fifth (25<sup>th</sup>) building permit for construction of a residential unit. Upon commencement of the New Clubhouse the City agrees to issue fifty additional building permits for construction of residential units upon the Residential Parcels. The New Clubhouse shall be substantially completed no later than eighteen (18) months from approval of the Applications by the City Commission, at which time all remaining residential building permits will be issued by the City. For purposes of this Agreement, substantial completion shall mean issuance of a temporary certificate of occupancy by the City for the New Clubhouse. Developer agrees to apply for and obtain any required development approvals to construct the New Clubhouse and that development of the Clubhouse Parcel shall be in accordance with all applicable City zoning and land use requirements. In no event shall the Developer be entitled to receive a demolition permit from the City to demolish the existing clubhouse until such time as the New Clubhouse is substantially completed, or unless otherwise approved by the City. Prior to issuance of a building permit for the New Clubhouse, Developer or its designee shall obtain a completion bond to secure completion of the New Clubhouse. A sample completion bond is attached hereto as **Exhibit "I"**.

11. Consistency with the City's Comprehensive Plan. Upon the designation of the Residential Parcels as Low Residential and the Commercial Parcel as Commercial on the Future Land Use Map of the City's Comprehensive Plan, which designations shall occur prior to the Effective Date, the development permitted by this Agreement will be consistent with the City's Comprehensive Land Use Plan.

12. Public Services and Facilities. The City shall provide all public facilities and services including, but not limited to drainage, police and fire service, solid waste service, water and sewer, parks and recreation service, and as otherwise provided in the City's Charter and Code of Ordinances ("Public Facilities") subject to capacity to serve the Proposed Development. If the City lacks sufficient capacity to comply with any obligations under this section, the Developer shall provide for the necessary mitigation to ensure that the Proposed Development is serviced.

13. Reservation or Dedication of Land. Dedications or reservations for canal rights of way or utility easements may be lawfully required by the City or Broward County, Florida ("Broward County") for development of the Property. Developer shall make any and all required dedications and reservations for canal rights of way or utility easements as are required pursuant to applicable City and Broward County Codes. Developer is legally obligated to obtain any necessary approvals from Broward County in association with the development of the Property including, but not limited to, any applicable non-vehicular access line amendments and right-of-way vacations.

14. Interior Roadways and Traffic Management Plan. Developer shall convey all roadways constructed pursuant to this Agreement to the respective homeowners' association in which the roadway is located. A conceptual exhibit depicting the proposed location of the roadways contemplated for construction pursuant to this Agreement is attached hereto as **Exhibit "J"**. All roadways constructed pursuant to this Agreement shall be constructed in accordance with all applicable provisions of the City's Code of Ordinances, as well as all applicable county and state regulations. Developer shall gate such roadways to provide private entrances to the newly constructed communities. Prior to issuance of the first building permit for construction of the first residential unit on the Property, Developer shall place One Hundred Fifty Thousand

Dollars and 00/100 (\$150,000.00) into the City's escrow account ("Escrowed Funds") to be used for a street improvement study and any recommended improvements to the interior roadway system of Woodmont related to the development of new homes within Woodmont. Following installation of such improvements, any unused portion of the Escrowed Funds shall be returned to Developer six (6) months following issuance of the final certificate of occupancy for the Residential Parcel.

15. Parks and Recreation Impact Fee. The Developer shall comply with Section 10-296 of the City's Code, as it pertains to the recreation and open space. In addition, prior to issuance of any building permits for vertical construction, the Developer shall pay to the City a minimum of \$250,000.00 to be used at the City's discretion for Southgate Boulevard perimeter landscaping and buffer wall improvements. This payment shall be accepted by the City in lieu of Developer constructing a six-foot (6') post and panel pre-fabricated wall adjacent to Pod E (approximately 1,200 linear feet) and a six-foot (6') decorate fence with six-foot (6') masonry columns (20' on center) adjacent to the golf hole along Southgate Boulevard (approximately 1,675 linear feet). Developer acknowledges and agrees that the minimum payment noted above may be increased during the site planning process as the City finalizes specifications and cost estimates for the wall and fence noted above.

16. Development of Commercial Parcel. Developer shall install all buffer improvements for the Commercial Parcel in accordance with the Master Plan prior to the issuance of a certificate of occupancy for the Commercial Parcel. Specifically, such improvement shall, at a minimum, include a 25' landscape buffer or water body with a minimum width of seventy feet (70'), a six foot (6') high wall designed in accordance with City specifications consistent with the wall to be constructed along Southgate Boulevard adjacent to Pod E, and landscaping improvements on the east side of the wall facing the existing residential



areas. All improvements made pursuant to this section shall comply with the City's Code of Ordinances.

17. Affordable Housing Contribution. Developer hereby agrees to contribute Seven Hundred Fifty Dollars (\$750.00) per residential dwelling unit approved by the City during final site plan approval of all Residential Parcels (by way of example, approval of One Hundred Fifty Two (152) residential dwelling units would yield a maximum total sum of One Hundred Fourteen Thousand Dollars (\$114,000.00), payable to the City to facilitate the City's affordable housing programs and initiatives with the contribution to be used to provide down payment assistance to income eligible families for purchase of residential units throughout the city. Said contribution will be made payable to the City spread proportionately on a per residential dwelling unit basis, the first such contribution to be made at issuance of the first vertical building permit for any residential dwelling unit located within the Residential Parcels, and each time thereafter as a building permit is issued for each successive residential dwelling unit.

18. Entrance Renovations. Prior to issuance of the first certificate of occupancy for a residential unit, Developer shall contribute Seventy Five Thousand Dollars (\$75,000.00) toward the City's efforts to improve the existing "Entrances" (as hereinafter defined) to the Woodmont community through repair or replacement of signage, professional landscaping and lighting, in accordance with the City's residential signage program. For the purpose of this Paragraph, the term "Entrances" shall mean those collective entrances identified on the graphic exhibit attached hereto and made a part hereof as **Exhibit "K"**. Developer also agrees to submit plans to the City to construct a new entrance sign and attractive landscaping in a first class manner for the property generally located on the SE corner of Pine Island Road and Southgate Boulevard, which is owned by Developer, said plans to be submitted to the City for review within One Hundred Twenty (120) days from approval of the Applications by the City Commission Developer shall,

at its sole cost and expense, construct the new entrance sign as approved by the City, prior to the issuance of a certificate of occupancy for the Commercial Parcel. City acknowledges and agrees that the above referenced entrance sign shall in no way limit or otherwise restrict the signage permitted by the City's Code of Ordinances for the Commercial Parcel. Developer shall be permitted to install temporary signage reasonably satisfactory to the City within the Entrances for purposes of marketing the proposed development and shall be permitted to maintain such signage until all newly constructed residential units have been sold.

19. Effective Covenants. The burdens of this Agreement shall run with the land and shall be binding upon, and the benefits of this Agreement shall inure to, all successors in interest of the parties to this Agreement.

20. Covenants and Further Assurances. The Developer shall, at its sole cost and expense, provide the City with an independent legal opinion confirming marketable title and confirming that this Agreement is consistent with documents referenced in this section (the "Legal Opinion"). Subject to the receipt of the Legal Opinion, Developer and the City hereby acknowledge that certain Covenant recorded in Official Records Book 6450, at Page 729, as affected by that certain Covenant recorded in Official Records Book 6890, at Page 26, as further affected by that certain Vacation of Covenant recorded in Official Records Book 8783, at Page 944, as further affected by that certain Covenant recorded in Official Records Book 8898, at Page 440, as further affected by that certain Covenant recorded in Official Records Book 9345, at Page 773, as further affected by that certain Corrective Vacation of Covenant recorded in Official Records Book 9455, at Page 783, each of the foregoing being recorded amongst the Public Records of Broward County, Florida (collectively, the "Consolidated Covenant"). City hereby agrees to review and consider a Resolution authorizing the City to join in and consent to the amendment and restatement of the Consolidated Covenant to substitute the legal descriptions

attached thereto with the legal description set forth in Exhibit C to the Consolidated, Amended and Restated Covenant, attached hereto and made a part hereof as **Exhibit "F-1"**, in order to reconfigure a portion of the existing golf course to permit the Proposed Development of the Property and to restrict the Golf Course Parcel for use as a golf course with related amenities and operations which uses may include, but shall not be limited to, a clubhouse, pro shop, hotel, locker room, swimming pools, cabanas, liquor, beer and wine bar facilities, dining room facilities, parking, tennis courts, putting greens, golf driving ranges and all other incidental uses thereto upon that portion of the Property. City further acknowledges that the Property is subject to various easements in favor of the City and Tamarac Utilities, Inc., which easement are incorporated herein by reference. City agrees to review and consider any application by Developer to vacate or relocate the easements, at Developer's sole cost and expense, if the existing easements impede the Proposed Development of the Property including, but not limited to, amending the legal descriptions of the easement areas or terminating such existing easements provided Developer grants new easements, if required, to the City or Tamarac Utilities, Inc. in lieu thereof.

21. Development Approvals. Developer will apply for all development approvals that are required by the State of Florida, Broward County, City and any other applicable governmental authority, including but not limited to those specific approvals more particularly set forth on **Exhibit "L"**, attached hereto and made a part hereof. Developer and City agree that the failure of this Agreement to address a particular permit, condition, term or restriction shall not relieve Developer of the necessity of complying with the law governing said permitting requirements, conditions, terms or restrictions.

22. Completion of Residential Development.

(1) Residential development of the Property, as outlined in this Agreement, or any phase thereof, shall be completed within six (6) years from the issuance of the first vertical building permit for a residential unit on the Residential Parcel. Additional one (1) year extensions of this Agreement may be granted by the City after written request is made by the Developer for good cause (as defined herein) and prior to the expiration of the six (6) year timeframe provided for in this section. For purposes of this section, good cause shall be any delay caused by an act of god (including but not limited to fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), terrorist activities, nationalization, government sanction, moratorium, blockage, embargo, labor dispute, strike, lockout, unavailability or shortage of building materials, interruption or failure of utilities, or such reasonable justification acceptable to the City, in its sole discretion.

(2) All homes to be built on the Residential Parcels shall be a minimum of 2,200 gross square feet and built in accordance with the applicable homebuilder's "Green" building program as the same may be in effect from time-to-time, and will incorporate energy efficient construction techniques, products and features, including programs such as Energy Star.

(3) To facilitate the timely development of homes on the Residential Parcels as required in this section, the City agrees to issue to Developer any necessary permits for Site work within the Residential Parcels to construct streets, roads and other site work required on or off the Residential Parcels to deliver utilities to individual lots when the Plat for the Residential Parcels is approved.

23. Duration of Agreement. This Agreement shall remain in full force and effect for a period of six (6) years from the Effective Date. The duration of the Agreement may be extended for additional one (1) year periods with the Parties' mutual written consent, or the

mutual written consent of their successors in interest, in accordance with Section 163.3229 and Section 163.3225, Florida Statutes.

24. Recording. This Agreement shall be recorded in the Public Records of Broward County within fourteen (14) days after execution by the Parties.

25. Effective Date. This Agreement shall become effective upon the later date to occur of: i) thirty (30) days after its receipt by the Florida Department of Economic Opportunity; or ii) upon the effective date of the amendment designating the Residential Parcels as Low Residential and the Commercial Parcel as Commercial on the Future Land Use Map of the City's Comprehensive Future Land Use Plan as defined in Section 163.3229.

26. Miscellaneous.

(1) Entire Agreement. This Agreement sets forth all of the promises, covenants, agreements, conditions and understandings between the parties hereto, and supersedes all prior and contemporaneous agreements, understandings, inducements or conditions, express or implied, oral or written, except as herein contained. The City shall not request any additional improvements or contributions except for those expressly set forth in this Agreement.

(2) Modification. No modification of this Agreement shall be valid or binding unless such modification is in writing, duly dated and signed by the parties hereto, or their respective successors in interest, and is in compliance with Section 163.3225, Florida Statutes.

(3) Pronouns. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine and neuter, singular or plural, as the identity of the party or parties, personal representatives, successor or assigns may require.

(4) Severability. The invalidity of any provision hereof shall in no way affect or invalidate the remainder of the Agreement.

(5) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall together constitute one in the same instrument.

(6) Governing Law. This Agreement shall be construed in accordance with the laws of the State of Florida, and any proceeding arising between the parties in any manner pertaining to this Agreement shall, to the extent permitted by law, be held in Broward County, Florida.

(7) Binding Effect. The obligations imposed pursuant to this Agreement upon Developer and/or upon the Property run with and bind the Property as covenants running with the Property and this Agreement shall be binding upon and enforceable by and against the parties hereto, their personal representatives, heirs, successors, grantees and assigns.

(8) Attorneys' Fees. Should either party hereto bring an action against the other to enforce the terms and provisions hereof, then the party prevailing in said action shall be entitled to a judgment against the other for reasonable attorneys' fees and costs at both the trial and appellate levels.

[THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK WITH  
SIGNATURES AND NOTARIES TO FOLLOW.]

CITY:

\_\_\_\_\_

WITNESS – PRINT NAME

\_\_\_\_\_

WITNESS – PRINT NAME

ATTEST:

\_\_\_\_\_  
Pat Teufel  
City Clerk

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Harry Dressler, Mayor

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Michael Cernech, City Manager

\_\_\_\_\_  
Date:

Approved as to form and legal sufficiency:

\_\_\_\_\_  
Samuel S. Goren, City Attorney

\_\_\_\_\_  
Date:

STATE OF FLORIDA       )  
  ) ss:  
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by Harry Dressler, as Mayor of the City of Tamarac, a Florida municipal corporation, on behalf of the City, freely and voluntarily under authority duly vested in him by said municipal corporation and that the seal affixed thereto is the true corporate seal of said municipal corporation. She is personally known to me or has produced \_\_\_\_\_ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this \_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Notary Public, State of Florida

My Commission Expires:

\_\_\_\_\_  
Typed, printed or stamped name of Notary Public

STATE OF FLORIDA       )  
  ) ss:  
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by Michael Cernech, as City Manager of the City of Tamarac, a Florida municipal corporation, on behalf of the City, freely and voluntarily under authority duly vested in him by said municipal corporation and that the seal affixed thereto is the true corporate seal of said municipal corporation. He is personally known to me or has produced \_\_\_\_\_ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this \_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Notary Public, State of Florida

My Commission Expires:

\_\_\_\_\_  
Typed, printed or stamped name of Notary Public



**DEVELOPER:**

Woodmont Country Club, Inc., a Florida Corporation

By:

WITNESSES:

\_\_\_\_\_  
Print name: \_\_\_\_\_

\_\_\_\_\_  
Print name: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_ day of \_\_\_\_\_, 2014

STATE OF FLORIDA       )  
                                  ) SS:  
COUNTY OF BROWARD    )

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by \_\_\_\_\_, the \_\_\_\_\_ of DEVELOPER, freely and voluntarily under authority duly vested in him/her by said company. He/She is personally known to me or who has produced \_\_\_\_\_ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this \_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Typed, printed or stamped name of Notary Public

My Commission Expires:

## **EXHIBIT LIST**

EXHIBIT “A”	LEGAL DESCRIPTION OF DEVELOPER’S PROPERTY
EXHIBIT “B”	LEGAL DESCRIPTION OF THE RESIDENTIAL PARCELS
EXHIBIT “C”	LEGAL DESCRIPTION OF THE COMMERCIAL PARCEL
EXHIBIT “D”	MASTER PLAN
EXHIBIT “E”	SKETCH AND LEGAL DESCRIPTION OF WATERWAY AREAS AND NEW WATERWAY AREAS
EXHIBIT “F”	LEGAL DESCRIPTION OF THE GOLF COURSE PARCEL
EXHIBIT “F-1”	CONSOLIDATED AMENDED AND RESTATED COVENANT
EXHIBIT “G”	CONCEPTUAL ELEVATIONS OF NEW CLUBHOUSE
EXHIBIT “H”	LEGAL DESCRIPTION OF THE CLUBHOUSE PARCEL
EXHIBIT “I”	FORM COMPLETION BOND
EXHIBIT “J”	CONCEPTUAL LOCATION OF INTERIOR ROADWAYS
EXHIBIT “K”	ENTRANCE SIGN LOCATIONS
EXHIBIT “L”	LIST OF SPECIFIC LOCAL DEVELOPMENT APPROVALS REQUIRED

**EXHIBIT "A"**

LEGAL DESCRIPTION OF DEVELOPER'S PROPERTY

**EXHIBIT “B”**

LEGAL DESCRIPTION FOR THE RESIDENTIAL PARCELS

**EXHIBIT “C”**

LEGAL DESCRIPTION FOR THE COMMERCIAL PARCEL

**EXHIBIT "D"**

MASTER PLAN

**EXHIBIT “E”**

SKETCH AND LEGAL DESCRIPTION OF WATERWAY AREAS  
AND NEW WATERWAY AREAS

**EXHIBIT “F”**

LEGAL DESCRIPTION OF GOLF COURSE PARCEL



**EXHIBIT “F-1”**

CONSOLIDATED, AMENDED AND RESTATED AMENDMENT COVENANT

Return to: (enclose self-addressed stamped envelope)

**This Instrument Prepared by:**

Scott Backman, Esq.  
Dunay, Miskel, Backman & Blattner  
14 SE 4<sup>th</sup> Street, Suite 36  
Boca Raton, Florida 33432

SPACE ABOVE THIS LINE FOR PROCESSING DATA

SPACE ABOVE THIS LINE FOR PROCESSING DATA

**CONSOLIDATED, AMENDED AND RESTATED COVENANT**

THIS CONSOLIDATED, AMENDED AND RESTATED COVENANT made this \_\_\_\_ day of \_\_\_\_\_, 2014 ("Covenant") by the undersigned WOODMONT COUNTRY CLUB, INC., a Florida corporation, having an address at 7801 N.W. 80<sup>th</sup> Avenue, Tamarac, Florida 33321 ("Woodmont"), with the joinder and consent of the CITY OF TAMARAC, a Florida municipal corporation, having an address at 7525 N.W. 88<sup>th</sup> Avenue, Tamarac, Florida 33321 ("City").

**WITNESSETH:**

WHEREAS, Woodmont, as successor in interest by merger, is the fee simple owner of the lands described on Exhibit "A", attached hereto and made a part hereof ("Original Golf Course"), and

WHEREAS, the Original Golf Course was subject to that certain Covenant recorded in Official Records Book 6450, at Page 729, as affected by that certain Covenant recorded in Official Records Book 6890, at Page 26, as further affected by that certain Vacation of Covenant recorded in Official Records Book 8783, at Page 944, as further affected by that certain Covenant recorded in Official Records Book 8898, at Page 440, as further affected by that certain Covenant recorded in Official Records Book 9345, at Page 773, as further affected by that certain Corrective Vacation of Covenant recorded in Official Records Book 9455, at Page 783, each of the foregoing being recorded amongst the Public Records of Broward County, Florida (collectively, the "Consolidated Covenant"); and

WHEREAS, Woodmont desires to amend and restate the Consolidated Covenant in its entirety with this Covenant by releasing certain lands from the Consolidated Covenant legally described on Exhibit "B", attached hereto and made a part hereof ("Released Lands"), and replacing the legal description of the Original Golf Course with the legal description of the new golf course, as legally described on Exhibit "C" attached hereto and made a part hereof ("New Golf Course"); and

WHEREAS, Woodmont is desirous of assuring the owners of residential properties in the

neighborhood of the New Golf Course and City that the New Golf Course shall be used for golf course and open space purposes; and

WHEREAS, City is desirous of joining into and consents to this Covenant to amend and restate the Consolidated Covenant in its entirety pursuant to Resolution \_\_\_\_\_, attached hereto and made a part hereof as Exhibit "D" (the "Resolution"); and

NOW, THEREFORE, the undersigned as owner of the New Golf Course hereby covenants and agrees as follows:

1. The New Golf Course shall, for a period of Ninety-Nine (99) years from the date of execution of this Covenant, be restricted for use as golf course, country club and recreational or open space purposes only, which uses may include, but shall not be limited to, a clubhouse, pro shop, hotel, locker rooms, swimming pools, cabanas, liquor, beer and wine bar facilities, dining room facilities, parking, tennis courts, putting greens, golf driving ranges and all other incidental uses thereto.

2. This Covenant shall inure to the benefit of all property owners in the City of Tamarac.

3. The restrictions set forth in this Covenant regarding the use of the New Golf Course shall in no manner create an obligation on the part of Woodmont, or its successors or assigns, to operate the golf course or recreational facilities.

4. The restrictions set forth in this Covenant shall be subject to any present or future grants of easements, licenses, fee title or other rights to use New Golf Course to public utility companies so long as such grant(s) of easements, licenses, fee title or the rights to use said New Golf Course do not interfere with the use of the New Golf Course for golf or recreational purposes.

5. The restrictions set forth in this Covenant shall be subject to any present or future grants of easements, licenses, fee title or other right to use the New Golf Course to the public or to any public entity such as a municipal corporation so long as such grant(s) of easements, licenses, fee title or other rights to use said lands do not interfere with the use of the New Golf Course for golf or recreational purposes.

6. This Covenant shall constitute a covenant running with the land and shall be binding upon the undersigned and inure to the benefit of the parties hereto and their respective transferees, successors, and assigns.

7. Neither this Covenant, nor any provision hereof, may be waived, modified, amended, discharged, or terminated, except by an instrument in writing signed by both Woodmont and City or their respective successors and/or assigns; provided, however, in the event there are minor modifications to the legal description for the New Golf Course required to correct the legal description attached hereto as Exhibit C, such corrections shall not require the joinder and consent of City to amend this Covenant. A minor modification shall be defined as a change to the legal description that does not materially alter the location or size of the property.

8. The Released Lands are hereby released from the Consolidated Covenant and not restricted or encumbered by this Covenant.

9. The Consolidated Covenant is hereby amended and restated in its entirety and superseded by this Covenant as set forth herein.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this \_\_\_\_ day of \_\_\_\_\_, 2014.

Signed, sealed and delivered  
in the presence of:

WOODMONT COUNTRY CLUB, INC.,  
a Florida corporation

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

STATE OF FLORIDA        )  
                                      ) SS:  
COUNTY OF \_\_\_\_\_ )

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by \_\_\_\_\_, the \_\_\_\_\_ of WOODMONT COUNTRY CLUB, INC., a Florida corporation, freely and voluntarily under authority duly vested in him/her by said corporation and that the seal affixed thereto is the true corporate seal of said corporation. He/she is personally known to me or who has produced \_\_\_\_\_ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this \_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Typed, printed or stamped name of Notary Public

My Commission Expires:

JOINDER AND CONSENT OF THE CITY OF TAMARAC

The City of Tamarac does hereby join in and consent to the terms of this Covenant for the purposes approving the amendment and restatement of the Consolidated Covenant in its entirety pursuant to the Resolution of the City, attached hereto and made a part hereof as Exhibit "D".

CITY OF TAMARAC:

\_\_\_\_\_

\_\_\_\_\_  
Harry Dressler, Mayor

\_\_\_\_\_  
WITNESS – PRINT NAME

\_\_\_\_\_  
Date:

\_\_\_\_\_

\_\_\_\_\_  
Michael Cernech, City Manager

\_\_\_\_\_  
WITNESS – PRINT NAME

\_\_\_\_\_  
Date:

ATTEST:

Approved as to form and legal sufficiency:

\_\_\_\_\_  
Pat Teufel  
City Clerk

\_\_\_\_\_  
Samuel S. Goren, City Attorney

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Date:

STATE OF FLORIDA       )  
  ) ss:  
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by Harry Dressler, as Mayor of the City of Tamarac, a Florida municipal corporation, on behalf of the City, freely and voluntarily under authority duly vested in him by said municipal corporation and that the seal affixed thereto is the true corporate seal of said municipal corporation. She is personally known to me or has produced \_\_\_\_\_ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this \_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Notary Public, State of Florida

My Commission Expires:

\_\_\_\_\_  
Typed, printed or stamped name of Notary Public

STATE OF FLORIDA       )  
  ) ss:  
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by Michael Cernech, as City Manager of the City of Tamarac, a Florida municipal corporation, on behalf of the City, freely and voluntarily under authority duly vested in him by said municipal corporation and that the seal affixed thereto is the true corporate seal of said municipal corporation. He is personally known to me or has produced \_\_\_\_\_ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this \_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Notary Public, State of Florida

My Commission Expires:

\_\_\_\_\_  
Typed, printed or stamped name of Notary Public

EXHIBIT "A"  
TO  
CONSOLIDATED, AMENDED AND RESTATED COVENANT  
ORIGINAL GOLF COURSE

EXHIBIT "B"  
TO  
CONSOLIDATED, AMENDED AND RESTATED COVENANT  
RELEASED LANDS



EXHIBIT “C”  
TO  
CONSOLIDATED, AMENDED AND RESTATED COVENANT  
NEW GOLF COURSE

EXHIBIT “D”  
TO  
CONSOLIDATED, AMENDED AND RESTATED COVENANT  
RESOLUTION

**EXHIBIT “G”**

CONCEPTUAL ELEVATIONS OF NEW CLUBHOUSE

**EXHIBIT “H”**

LEGAL DESCRIPTION OF THE CLUBHOUSE PARCEL

**EXHIBIT “I”**

FORM COMPLETION BOND

**EXHIBIT “J”**

CONCEPTUAL LOCATION OF INTERIOR ROADWAYS

**EXHIBIT “K”**

**ENTRANCE SIGN LOCATIONS**

**EXHIBIT “L”**

**LIST OF SPECIFIC LOCAL DEVELOPMENT APPROVALS REQUIRED**

Land Use Plan Amendment.....	City of Tamarac & Broward County
Rezoning for Residential and Commercial Parcels.....	City of Tamarac
Site Plan Approval for Residential and Commercial Parcels...	City of Tamarac
Plat Approval.....	City of Tamarac & Broward County
Building Permits.....	City of Tamarac
Engineering Permits.....	City of Tamarac
Surface Water Management License Application & Joint Application for Environmental Resource Permit (if required).....	Broward County Environmental Planning Department (BCEPD)
Construction Permit Application for Community Water System Extension.....	Broward County Health Department
Application to Construct a Wastewater Collection/ Transmission System & Notification/Application for Constructing a Domestic Wastewater Collection/Transmission System .....	BCEPD
Notice of Intent to Use Generic Permit for Stormwater Discharge For Large and Small Construction Activities.....	FL Department of Environmental Protection (FDEP)
Water Use Permit Application Form.....	South FL Water Management District
Tree Removal Permit (if required).....	City of Tamarac



**ZAVECO DEVELOPMENT, LLC**

Zaveco Development, LLC, a Florida limited liability company ("Zaveco"), the contract purchaser of the Residential Parcels, as defined in the Development Agreement to which this Joinder and Consent is attached, pursuant to that certain Agreement for the Purchase and Sale of Real Property (Woodmont), dated July 22, 2011, as amended ("Purchase Agreement"), hereby joins in and consents to the terms of the Development Agreement; provided, however, that Zaveco shall have no obligations whatsoever under the Development Agreement except with respect to any portions of the Residential Parcels which have been acquired by Zaveco, and provided further that nothing herein contained is intended to, or shall have the effect of, altering or amending the rights and obligations of Zaveco under the Purchase Agreement.

ZAVECO DEVELOPMENT, LLC, a Florida limited liability company

---

Print Name:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

---

Print Name: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) ss:  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2014, by \_\_\_\_\_, as \_\_\_\_\_ of Zaveco Development, LLC, a Florida limited liability company, on behalf of the company, who is personally known to me or produced for identification.

[NOTARIAL SEAL]

Notary: \_\_\_\_\_  
 Print Name: \_\_\_\_\_  
 Notary Public, State of Florida  
 My commission expires: \_\_\_\_\_

## **EXHIBIT LIST**

EXHIBIT "A"	LEGAL DESCRIPTION OF DEVELOPER'S PROPERTY
EXHIBIT "B"	LEGAL DESCRIPTION OF THE RESIDENTIAL PARCELS
EXHIBIT "C"	LEGAL DESCRIPTION OF THE COMMERCIAL PARCEL
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EXHIBIT "E"	SKETCH AND LEGAL DESCRIPTION OF WATERWAY AREAS AND NEW WATERWAY AREAS
EXHIBIT "F"	LEGAL DESCRIPTION OF THE GOLF COURSE PARCEL
EXHIBIT "F-1"	CONSOLIDATED AMENDED AND RESTATED COVENANT
EXHIBIT "F-2"	EASEMENTS IN FAVOR OF CITY AND TAMARAC UTILITIES, INC.
EXHIBIT "G"	CONCEPTUAL ELEVATIONS OF NEW CLUBHOUSE
EXHIBIT "H"	LEGAL DESCRIPTION OF THE CLUBHOUSE PARCEL
EXHIBIT "I"	FORM COMPLETION BOND
EXHIBIT "J"	CONCEPTUAL LOCATION OF INTERIOR ROADWAYS
EXHIBIT "K"	ENTRANCE SIGN LOCATIONS
EXHIBIT "L"	LIST OF SPECIFIC LOCAL DEVELOPMENT APPROVALS REQUIRED

**EXHIBIT "A"**

LEGAL DESCRIPTION OF DEVELOPER'S PROPERTY

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### *Legal Description of Developer's Property*

#### PARCEL 1:

Tracts G, H, I, J, K, L, M, N, O, P and Q, LAND SEC. 4 GOLF COURSE PLAT, according to the Plat thereof as recorded in Plat Book 88, Page 20, of the Public Records of Broward County, Florida; and

Parcel "A", WOODMONT RECREATION COMPLEX, according to the plat thereof, as recorded in Plat Book 91, Page 49, of the Public Records of Broward County, Florida.

#### PARCEL 2:

A portion of Tracts, A, B, and C, LAND SEC. 4 GOLF COURSE PLAT according to the plat thereof, as recorded in Plat Book 88, Page 20, of the Public Records of Broward County, Florida, and a portion of FORT LAUDERDALE TRUCK FARMS SUBDIVISION of Section 4, Township 49 South, Range 41 East, according to the plat thereof, as recorded in Plat Book 4, Page 31, of the Public Records of Broward County, Florida, described as follows:

COMMENCING at the Northwest corner of Section 4, Township 49 South, Range 41 East; thence North 00°10'05" West, along the West boundary of said Section 4, 6.33 feet to the POINT OF BEGINNING, said point also being on the South right-of-way line of Southgate Boulevard and the North boundary of said Tract A; thence South 89°33'35" East, along said South right-of-way line and North boundary, 506.18 feet; thence South 00°09'03" East, 389.13 feet; thence South 69°45'23" East, 379.53 feet; thence northeasterly along the arc of a tangent curve said curve being concave to the Northwest having a radius of 250.00 feet, a delta of 72°12'51", an arc distance of 315.09 feet; thence South 89°33'35" East, 400.00 feet; thence North 00°09'03" West, 435.00 feet to a point of intersection with said South right-of-way line of Southgate Boulevard and said North boundary of Tract A; thence South 89°33'35" East, along said South right-of-way line and along the North boundary of said Tracts A and C, 1184.52 feet; thence southeasterly along the arc of a tangent curve, said curve being concave to the Southwest having a radius of 25.00 feet, a delta of 90°00'00", an arc distance of 39.27 feet; thence tangent to said curve South 00°26'25" West, 84.00 feet; thence southerly along the arc of a tangent curve, said curve being concave to the West having a radius of 200.00 feet, a delta of 34°18'35", an arc distance of 119.76 feet; thence tangent to said curve South 34°45'00" West, 75.55 feet to a point on the right-of-way line of that certain canal right-of-way recorded in Official Records Book 6450, Page 688, of the Public Records of Broward County, Florida, said point also being a point on the arc of a non-tangent curve (radial line thru said point bears South 28°35'58" West); thence northwesterly along said right-of-way line and along the arc of said curve being concave to the Southwest having a radius of 280.00 feet, a delta of 28°09'31", an arc distance of 137.61 feet; thence tangent to said curve North 89°33'35" West, along said right-of-way line, 650.00 feet; thence southwesterly along said right-of-way line and along the arc of a tangent curve, said curve being concave to the Southeast having a radius of 180.00 feet, a delta of 90°00'00", an arc distance of 282.74 feet; thence tangent to said curve South 00°26'25" West, along said right-of-way line and along the East boundary of said Tract A, 72.90 feet; thence southwesterly along the arc of a tangent curve, said curve being concave to the Northwest having a radius of 300.00 feet, a delta of 28°03'35", an arc distance of 146.92 feet; thence tangent to said curve South 28°30'00" West, along said right-of-way line and along said East boundary, 287.48 feet to a point on the arc of a non-tangent curve (radial line thru said point bears North 07°46'43" East); thence westerly along the arc of said curve being concave to the North having a radius of 330.00 feet, a delta of 3°18'02", an arc distance of 19.01 feet; thence tangent to said curve North 78°55'15" West, 39.26 feet; thence North 10°30'00" West, 160.87 feet; thence South 79°30'00" West, 478.61 feet; thence westerly along the arc of a tangent curve, said curve being concave to the North having a radius of 350.00 feet, a delta of 46°19'55", an arc distance of 283.03 feet; thence tangent to said curve North 54°10'05" West, 621.27 feet; thence southwesterly along the arc of a tangent curve said curve being concave to the Southeast having a radius of 60.00 feet, a delta of 108°00'00", an arc distance of 113.10 feet; thence tangent to said curve South 17°49'55" West, 372.42 feet to a point of intersection with the West boundary of said Section 4; thence South 00°10'05"

East, along said West boundary, 185.00 feet; thence South  $84^{\circ}10'05''$  East, 140.74 feet; thence easterly along the arc of a tangent curve, said curve being concave to the South having a radius of 300.00 feet, a delta of  $26^{\circ}00'00''$ , an arc distance of 136.14 feet; thence tangent to said curve South  $58^{\circ}10'05''$  East, 775.64 feet to a point on the arc of a non-tangent curve (radial line thru said point bears South  $68^{\circ}39'54''$  East); thence Southwesterly along the arc of said curve being concave to the Southeast having a radius of 240.00 feet, a delta of  $7^{\circ}32'24''$ , an arc distance of 31.58 feet; thence tangent to said curve South  $13^{\circ}47'42''$  West, 10.01 feet; thence southwesterly along the arc of a tangent curve, said curve being concave to the Northwest having a radius of 25.00 feet, a delta of  $95^{\circ}26'33''$ , an arc distance of 41.65 feet to a point of intersection with the northerly right-of-way line of N.W. 81st Street, as recorded in Official Records Book 6450, Page 688, of the Public Records of Broward County, Florida, said point also being a point of compound curvature; thence westerly along said northerly right-of-way line and along the arc of a tangent curve being concave to the North having a radius of 1395.00 feet, a delta of  $0^{\circ}43'43''$ , an arc distance of 17.74 feet; thence tangent to said curve North  $70^{\circ}02'03''$  West, along said northerly right-of-way line and along the southerly boundary of said Tracts B and A, 461.99 feet; thence westerly along said northerly right-of-way line and along the arc of a tangent curve, said curve being concave to the South having a radius of 1270.00 feet, a delta of  $19^{\circ}30'09''$ , arc distance of 432.29 feet; thence tangent to said curve North  $89^{\circ}32'12''$  West, along said right-of-way line, 206.15 feet; thence northwesterly along the arc of a tangent curve, said curve being concave to the Northeast having a radius of 25.00 feet, a delta of  $102^{\circ}10'28''$ , an arc distance of 44.58 feet to a point of reverse curvature, said point also being on the East right-of-way line of N.W. 88th Avenue, as recorded in Official Records Book 4747, Page 183, of the Public Records of Broward County, Florida; thence northerly along said right-of-way line (said line also being the West boundary of said Tract A), and along the arc of a tangent curve, said curve being concave to the West having a radius of 1053.00 feet, a delta of  $12^{\circ}48'21''$ , an arc distance of 235.35 feet; thence tangent to said curve North  $00^{\circ}10'05''$  West, along said West boundary of Tract A, 969.69 feet; thence northeasterly along the arc of a tangent curve, said curve being concave to the Southeast having a radius of 25.00 feet, a delta of  $90^{\circ}36'30''$ , an arc distance of 39.54 feet to a point on said South right-of-way line of Southgate Boulevard; thence South  $89^{\circ}33'35''$  East, along said South right-of-way line, 171.74 feet to the POINT OF BEGINNING.

### PARCEL 3:

A portion of Tract C of said LAND SEC. 4 GOLF COURSE PLAT according to the plat thereof, as recorded in Plat Book 88, Page 20, of the Public Records of Broward County, Florida, and a portion of FORT LAUDERDALE TRUCK FARMS SUBDIVISION of Section 4, Township 49 South, Range 41 East, according to the plat thereof, as recorded in Plat Book 4, Page 31, described as follows:

BEGINNING at the most northeasterly corner of said Tract C; thence South  $00^{\circ}12'16''$  East, along the East boundary of said Tract C, 1323.97 feet to a point on the northerly right-of-way line of N.W. 82nd Street, as recorded in Official Records Book 6450, Page 688, of the Public Records of Broward County, Florida; thence South  $89^{\circ}47'44''$  West, along said northerly right-of-way line and along the South boundary of said Tract C, 200.00 feet; thence westerly along said northerly right-of-way line and along the arc of a tangent curve, said curve being concave to the South having a radius of 680.00 feet, a delta of  $4^{\circ}26'58''$ , an arc distance of 52.81 feet to the Southeast corner of WOODMONT TRACT 51, according to the Plat thereof, as recorded in Plat Book 92, Page 32, of the Public Records of Broward County, Florida; thence North  $04^{\circ}39'14''$  West, along the easterly boundary of said WOODMONT TRACT 51, 361.86 feet; thence northwesterly along the boundary of said WOODMONT TRACT 51 and along the arc of a tangent curve, said curve being concave to the Southwest having a radius of 100.00 feet, a delta of  $102^{\circ}20'46''$ , an arc distance of 178.63 feet to a point of compound curvature; thence southwesterly along the boundary of said WOODMONT TRACT 51 and along the arc of a tangent curve, said curve being concave to the Southeast having a radius of 1000.00 feet, a delta of  $35^{\circ}30'00''$ , an arc distance of 619.59 feet to a point of compound curvature; thence southerly along the boundary of said WOODMONT TRACT 51 and along the arc of a tangent curve, said curve being concave to the East having a radius of 200.00 feet, a delta of  $70^{\circ}00'00''$ , an arc distance of 244.35 feet; thence tangent to said curve South  $32^{\circ}30'00''$  East, along said boundary of WOODMONT TRACT 51, 171.20 feet to a point of cusp; thence northwesterly along the boundary of that certain canal right-of-way as recorded in Official Records Book 6450, Page 688, of the Public Records of Broward County, Florida, and along the arc of a tangent curve, said curve being concave to the Southwest and having a radius of 230.00 feet, a delta of  $43^{\circ}32'56''$ , an arc distance of

174.82 feet to a point of reverse curvature; thence northwesterly along said right-of-way line and along the arc of a tangent curve said curve being concave to the Northeast having a radius of 150.00 feet, a delta of 62°02'56", an arc distance of 162.44 feet thence tangent to said curve North 14°00'00" West, along said right-of-way line, 169.36 feet; thence northwesterly along said right-of-way line and along the arc of a tangent curve said curve being concave to the Southwest having a radius of 280.00 feet, a delta of 59°00'00", an arc distance of 288.33 feet; thence tangent to said curve North 73°00'00" West, along said right-of-way line, an arc distance of 80.00 feet; thence northwesterly along said right-of-way line and along the arc of a tangent curve, said curve being concave to the Northeast having a radius of 200.00 feet, a delta of 41°00'00", an arc distance of 143.12 feet; thence tangent to said curve North 32°00'00" West, along said right-of-way line, 650.00 feet; thence northwesterly along said right-of-way line and along the arc of a tangent curve, said curve being concave to the Southwest having a radius of 280.00 feet, a delta of 17°06'01", an arc distance of 83.57 feet; thence North 34°45'00" East, 75.55 feet; thence northerly along the arc of a tangent curve, said curve being concave to the West having a radius of 260.00 feet, a delta of 7°03'03", an arc distance of 32.00 feet to a point of reverse curvature; thence northeasterly along the arc of a tangent curve, said curve being concave to the Southeast having a radius of 25.00 feet, a delta of 79°53'45", an arc distance of 34.86 feet; thence tangent to said curve South 72°24'17" East, 31.18 feet; thence southeasterly along the arc of a tangent curve being concave to the Northeast having a radius of 730.00 feet, a delta of 3°37'17", an arc distance of 46.14 feet; thence South 00°26'25" West, 31.39 feet; thence southerly along the arc of a tangent curve, said curve being concave to the East having a radius of 200.00 feet; a delta of 27°11'35", an arc distance of 94.92 feet; thence North 89°31'26" East, 162.02 feet; thence easterly along the arc of a tangent curve being concave to the South having a radius of 400.00 feet, a delta of 42°43'43", an arc distance of 298.30 feet to a point of reverse curvature; thence southeasterly along the arc of a tangent curve, said curve being concave to the Northeast having a radius of 540.00 feet, a delta of 44°48'43", an arc distance of 422.34 feet; thence tangent to said curve North 87°26'25" East, 535.00 feet; thence northeasterly along the arc of a tangent curve, said curve being concave to the Northwest having a radius of 75.00 feet, a delta of 90°00'00", an arc distance of 117.81 feet; thence tangent to said curve North 02°33'35" West, 130.00 feet; thence northwesterly along the arc of a tangent curve, said curve being concave to the Southwest having a radius of 75.00 feet, a delta of 90°00'00", an arc distance of 117.81 feet; thence tangent to said curve South 87°26'25" West, 535.00 feet; thence northwesterly along the arc of a tangent curve, said curve being concave to the Northeast having a radius of 260.00 feet, a delta of 43°00'00", an arc distance of 195.13 feet to a point of reverse curvature; thence northwesterly along the arc of a tangent curve, said curve being concave to the Southwest having a radius of 700.00 feet, a delta of 41°19'36", an arc distance of 504.90 feet to a point of reverse curvature; thence westerly along the arc of a tangent curve, said curve being concave to the North having a radius of 565.00 feet, a delta of 18°28'53", an arc distance of 182.25 feet; thence North 84°22'31" West, 79.51 feet; thence North 00°26'25" East, 35.00 feet; thence northeasterly along the arc of a tangent curve, said curve being concave to the Southeast having a radius of 25.00 feet, a delta of 90°00'00", an arc distance of 39.27 feet to a point on the South right-of-way line of Southgate Boulevard; thence tangent to said curve South 89°33'35" East, along the said South right-of-way line, 1775.00 feet to the POINT OF BEGINNING.

**PARCEL 4:**

A portion of Tract D of said LAND SEC. 4 GOLF COURSE PLAT according to the plat thereof, as recorded in Plat Book 88, Page 20, of the Public Records of Broward County, Florida, and a portion of FORT LAUDERDALE TRUCK FARMS SUBDIVISION of Section 4, Township 49 South, Range 41 East, according to the plat thereof, as recorded in Plat Book 4, Page 31, described as follows:

BEGINNING at the most southwesterly corner of said Tract D; thence North 14°00'13" East, along the West boundary of said Tract D and along the right-of-way line of that certain canal right-of-way as recorded in Official Records Book 6450, Page 688, of the Public Records of Broward County, Florida, 40.24 feet; thence northeasterly along said right-of-way line and along the arc of a tangent curve, said curve being concave to the Southeast having a radius of 100.00 feet, a delta of 92°47'07", an arc distance of 161.94 feet to a point of reverse curvature; thence northeasterly along said right-of-way line and along the arc of a tangent curve, said curve being concave to the Northwest having a radius of 180.00 feet, a delta of 78°17'21", an arc distance of 245.95 feet; thence tangent to said curve North 28°30'00" East, 425.78 feet to a point on the arc of a non-tangent curve



(radial line thru said point bears North 01°47'58" West); thence northeasterly along the arc of said curve being concave to the Northwest having a radius of 390.00 feet; a delta of 18°12'02", an arc distance of 123.89 feet; thence tangent to said curve North 70°00'00" East, 430.00 feet; thence North 87°00'00" East, 790.00 feet to a point on the aforesaid canal right-of-way; thence South 32°00'00" East, along said right-of-way line, 276.10 feet; thence southeasterly along said right-of-way line and along the arc of a tangent curve, said curve being concave to the Northeast having a radius of 280.00 feet, a delta of 41°00'00", an arc distance of 200.36 feet; thence tangent to said curve South 73°00'00" East, along said right-of-way line, 80.00 feet; thence southeasterly along said right-of-way line and along the arc of a tangent curve, said curve being concave to the Southwest having a radius of 200.00 feet, a delta of 59°00'00", an arc distance of 205.95 feet; thence tangent to said curve South 14°00'00" East, along said right-of-way line, 169.36 feet; thence southeasterly along said right-of-way line and along the arc of a tangent curve, said curve being concave to the Northeast having a radius of 230.00 feet, a delta of 62°02'56", an arc distance of 249.08 feet to a point of reverse curvature; thence southeasterly along said right-of-way line and along the arc of a tangent curve, said curve being concave to the Southwest having a radius of 150.00 feet, a delta of 43°32'56", an arc distance of 114.01 feet; thence tangent to said curve South 32°30'00" East, along said right-of-way line, 50.00 feet to a point on the northerly right-of-way line of N.W. 82nd Street, as recorded in Official Records Book 6450, Page 688, of the Public Records of Broward County, Florida; thence South 49°31'56" West, along said right-of-way line 273.71 feet; thence southwesterly along the arc of a tangent curve, said curve being concave to the Northwest having a radius of 1395.00 feet, a delta of 14°28'04", an arc distance of 352.26 feet; thence tangent to said curve South 64°00'00" West, along said right-of-way line, 36.78 feet; thence westerly along the arc of a tangent curve said curve being concave to the North having a radius of 25.00 feet, a delta of 86°52'08", an arc distance of 37.90 feet to a point of reverse curvature; thence northwesterly along the northerly right-of-way line of N.W. 81st Street, as recorded in said Official Records Book 6450, Page 688 and along the arc of a tangent curve, said curve being concave to the Southwest having a radius of 1165.00 feet, a delta of 22°18'12", an arc distance of 453.50 feet to a point on the arc of a radically tangent curve; thence northerly along the arc of a tangent curve, said curve being concave to the West having a radius of 300.00 feet, a delta of 52°52'37", an arc distance of 276.86 feet; thence tangent to said curve North 14°18'41" West, 90.00 feet; thence North 24°06'06" West, 435.26 feet; thence northwesterly along the arc of a tangent curve, said curve being concave to the Southwest having a radius of 100.00 feet, a delta of 83°04'02", an arc distance of 144.98 feet; thence tangent to said curve South 72°49'52" West, 501.42 feet; thence South 69°19'52" West, 362.18 feet; thence southerly along the arc of a tangent curve, said curve being concave to the East having a radius of 170.00 feet, a delta of 76°00'00", an arc distance of 225.50 feet; thence tangent to said curve South 06°40'08" East 137.18 feet to a point on said northerly right-of-way line of N.W. 81st Street; thence South 83°19'52" West, along said right-of-way line, 208.97 feet; thence westerly along said right-of-way line and along the arc of a tangent curve said curve being concave to the North, having a radius of 1395.00 feet, a delta of 19°01'46", an arc distance of 463.32 feet to the POINT OF BEGINNING.

#### PARCEL 5:

A portion of said Tract D LAND SEC. 4 GOLF COURSE PLAT according to the plat thereof, as recorded in Plat Book 88, Page 20, of the Public Records of Broward County, Florida, described as follows:

BEGINNING at the most northerly and westerly corner of said Tract D; thence South 01°30'00" East, 206.31 feet; thence South 70°00'00" West, 235.30 feet; thence southwesterly along the arc of a tangent curve being concave to the Northwest having a radius of 330.00 feet, a delta of 11°53'53", an arc distance of 68.53 feet to a point on the right-of-way of that certain canal right-of-way as recorded In Official Records Book 6450, Page 688 of the Public Records of Broward County, Florida; thence North 28°30'00" East, along said right-of-way line, 222.49 feet to the POINT OF BEGINNING.

#### PARCEL 6:

TRACTS E and F of said LAND SEC. 4 GOLF COURSE PLAT, according to the Plat thereof as recorded in Plat Book 88, Page 20, of the Public Records of Broward County, Florida.

## ALSO KNOWN AS:

A portion of Tracts, A, B, and C, LAND SEC. 4 GOLF COURSE PLAT according to the plat thereof, as recorded in Plat Book 88, Page 20, of the Public Records of Broward County, Florida, and a portion of FORT LAUDERDALE TRUCK FARMS SUBDIVISION of Section 4, Township 49 South, Range 41 East, according to the plat thereof, as recorded in Plat Book 4, Page 31, of the Public Records of Broward County, Florida, described as follows:

COMMENCING at the Northwest corner of Section 4, Township 49 South, Range 41 East; thence North  $00^{\circ}10'05''$  West, along the West boundary of said Section 4, 6.33 feet to the POINT OF BEGINNING, said point also being on the South right-of-way line of Southgate Boulevard and the North boundary of said Tract A; thence South  $89^{\circ}33'35''$  East, along said South right-of-way line and North boundary, 506.18 feet; thence South  $00^{\circ}09'03''$  East, 389.13 feet; thence South  $69^{\circ}45'23''$  East, 379.53 feet; thence northeasterly along the arc of a tangent curve said curve being concave to the Northwest having a radius of 250.00 feet, a delta of  $72^{\circ}12'51''$ , an arc distance of 315.09 feet; thence South  $89^{\circ}33'35''$  East, 400.00 feet; thence North  $00^{\circ}09'03''$  West, 435.00 feet to a point of intersection with said South right-of-way line of Southgate Boulevard and said North boundary of Tract A; thence South  $89^{\circ}33'35''$  East, along said South right-of-way line and along the North boundary of said Tracts A and C, 1184.52 feet; thence southeasterly along the arc of a tangent curve, said curve being concave to the Southwest having a radius of 25.00 feet, a delta of  $90^{\circ}00'00''$ , an arc distance of 39.27 feet; thence tangent to said curve South  $00^{\circ}26'25''$  West, 84.00 feet; thence southerly along the arc of a tangent curve, said curve being concave to the West having a radius of 200.00 feet, a delta of  $34^{\circ}18'35''$ , an arc distance of 119.76 feet; thence tangent to said curve South  $34^{\circ}45'00''$  West, 75.55 feet to a point on the right-of-way line of that certain canal right-of-way recorded in Official Records Book 6450, Page 688, of the Public Records of Broward County, Florida, said point also being a point on the arc of a non-tangent curve (radial line thru said point bears South  $28^{\circ}35'58''$  West); thence northwesterly along said right-of-way line and along the arc of said curve being concave to the Southwest having a radius of 280.00 feet, a delta of  $28^{\circ}09'31''$ , an arc distance of 137.61 feet; thence tangent to said curve North  $89^{\circ}33'35''$  West, along said right-of-way line, 650.00 feet; thence southwesterly along said right-of-way line and along the arc of a tangent curve, said curve being concave to the Southeast having a radius of 180.00 feet, a delta of  $90^{\circ}00'00''$ , an arc distance of 282.74 feet; thence tangent to said curve South  $00^{\circ}26'25''$  West, along said right-of-way line and along the East boundary of said Tract A, 72.90 feet; thence southwesterly along the arc of a tangent curve, said curve being concave to the Northwest having a radius of 300.00 feet, a delta of  $28^{\circ}03'35''$ , an arc distance of 146.92 feet; thence tangent to said curve South  $28^{\circ}30'00''$  West, along said right-of-way line and along said East boundary, 287.48 feet to a point on the arc of a non-tangent curve (radial line thru said point bears North  $07^{\circ}46'43''$  East); thence westerly along the arc of said curve being concave to the North having a radius of 330.00 feet, a delta of  $3^{\circ}18'02''$ , an arc distance of 19.01 feet; thence tangent to said curve North  $78^{\circ}55'15''$  West, 39.26 feet; thence North  $10^{\circ}30'00''$  West, 160.87 feet; thence South  $79^{\circ}30'00''$  West, 478.61 feet; thence westerly along the arc of a tangent curve, said curve being concave to the North having a radius of 350.00 feet, a delta of  $46^{\circ}19'55''$ , an arc distance of 283.03 feet; thence tangent to said curve North  $54^{\circ}10'05''$  West, 621.27 feet; thence southwesterly along the arc of a tangent curve said curve being concave to the Southeast having a radius of 60.00 feet, a delta of  $108^{\circ}00'00''$ , an arc distance of 113.10 feet; thence tangent to said curve South  $17^{\circ}49'55''$  West, 372.42 feet to a point of intersection with the West boundary of said Section 4; thence South  $00^{\circ}10'05''$  East, along said West boundary, 185.00 feet; thence South  $84^{\circ}10'05''$  East, 140.74 feet; thence easterly along the arc of a tangent curve, said curve being concave to the South having a radius of 300.00 feet, a delta of  $26^{\circ}00'00''$ , an arc distance of 136.14 feet; thence tangent to said curve South  $58^{\circ}10'05''$  East, 775.64 feet to a point on the arc of a non-tangent curve (radial line thru said point bears South  $68^{\circ}39'54''$  East); thence Southwesterly along the arc of said curve being concave to the Southeast having a radius of 240.00 feet, a delta of  $7^{\circ}32'24''$ , an arc distance of 31.58 feet; thence tangent to said curve South  $13^{\circ}47'42''$  West, 10.01 feet; thence southwesterly along the arc of a tangent curve, said curve being concave to the Northwest having a radius of 25.00 feet, a delta of  $95^{\circ}26'33''$ , an arc distance of 41.65 feet to a point of intersection with the northerly right-of-way line of N.W. 81st Street, as recorded in Official Records Book 6450, Page 688, of the Public Records of Broward County, Florida, said point also being a point of compound curvature; thence westerly along said northerly right-of-way line and along the arc of a tangent curve being concave to the North having a radius of



1395.00 feet, a delta of  $0^{\circ}43'43''$ , an arc distance of 17.74 feet; thence tangent to said curve North  $70^{\circ}02'03''$  West, along said northerly right-of-way line and along the southerly boundary of said Tracts B and A, 461.99 feet; thence westerly along said northerly right-of-way line and along the arc of a tangent curve, said curve being concave to the South having a radius of 1270.00 feet, a delta of  $19^{\circ}30'09''$ , arc distance of 432.29 feet; thence tangent to said curve North  $89^{\circ}32'12''$  West, along said right-of-way line, 206.15 feet; thence northwesterly along the arc of a tangent curve, said curve being concave to the Northeast having a radius of 25.00 feet, a delta of  $102^{\circ}10'28''$ , an arc distance of 44.58 feet to a point of reverse curvature, said point also being on the East right-of-way line of N.W. 88th Avenue, as recorded in Official Records Book 4747, Page 183, of the Public Records of Broward County, Florida; thence northerly along said right-of-way line (said line also being the West boundary of said Tract A), and along the arc of a tangent curve, said curve being concave to the West having a radius of 1053.00 feet, a delta of  $12^{\circ}48'21''$ , an arc distance of 235.35 feet; thence tangent to said curve North  $00^{\circ}10'05''$  West, along said West boundary of Tract A, 969.69 feet; thence northeasterly along the arc of a tangent curve, said curve being concave to the Southeast having a radius of 25.00 feet, a delta of  $90^{\circ}36'30''$ , an arc distance of 39.54 feet to a point on said South right-of-way line of Southgate Boulevard; thence South  $89^{\circ}33'35''$  East, along said South right-of-way line, 171.74 feet to the POINT OF BEGINNING.

#### TOGETHER WITH

A portion of Tract C of said LAND SEC. 4 GOLF COURSE PLAT and a portion of FORT LAUDERDALE TRUCK FARMS SUBDIVISION of Section 4, Township 49 South, Range 41 East, described as follows:

BEGINNING at the most northeasterly corner of said Tract C; thence South  $00^{\circ}12'16''$  East, along the East boundary of said Tract C, 1323.97 feet to a point on the northerly right-of-way line of N.W. 82nd Street, as recorded in Official Records Book 6450, Page 688, of the Public Records of Broward County, Florida; thence South  $89^{\circ}47'44''$  West, along said northerly right-of-way line and along the South boundary of said Tract C, 200.00 feet; thence westerly along said northerly right-of-way line and along the arc of a tangent curve, said curve being concave to the South having a radius of 680.00 feet, a delta of  $4^{\circ}26'58''$ , an arc distance of 52.81 feet to the Southeast corner of WOODMONT TRACT 51, according to the Plat thereof, as recorded in Plat Book 92, Page 32, of the Public Records of Broward County, Florida; thence North  $04^{\circ}39'14''$  West, along the easterly boundary of said WOODMONT TRACT 51, 361.86 feet; thence northwesterly along the boundary of said WOODMONT TRACT 51 and along the arc of a tangent curve, said curve being concave to the Southwest having a radius of 100.00 feet, a delta of  $102^{\circ}20'46''$ , an arc distance of 178.63 feet to a point of compound curvature; thence southwesterly along the boundary of said WOODMONT TRACT 51 and along the arc of a tangent curve, said curve being concave to the Southeast having a radius of 1000.00 feet, a delta of  $35^{\circ}30'00''$ , an arc distance of 619.59 feet to a point of compound curvature; thence southerly along the boundary of said WOODMONT TRACT 51 and along the arc of a tangent curve, said curve being concave to the East having a radius of 200.00 feet, a delta of  $70^{\circ}00'00''$ , an arc distance of 244.35 feet; thence tangent to said curve South  $32^{\circ}30'00''$  East, along said boundary of WOODMONT TRACT 51, 171.20 feet to a point of cusp; thence northwesterly along the boundary of that certain canal right-of-way as recorded in Official Records Book 6450, Page 688, of the Public Records of Broward County, Florida, and along the arc of a tangent curve, said curve being concave to the Southwest and having a radius of 230.00 feet, a delta of  $43^{\circ}32'56''$ , an arc distance of 174.82 feet to a point of reverse curvature; thence northwesterly along said right-of-way line and along the arc of a tangent curve said curve being concave to the Northeast having a radius of 150.00 feet, a delta of  $62^{\circ}02'56''$ , an arc distance of 162.44 feet thence tangent to said curve North  $14^{\circ}00'00''$  West, along said right-of-way line, 169.36 feet; thence northwesterly along said right-of-way line and along the arc of a tangent curve said curve being concave to the Southwest having a radius of 280.00 feet, a delta of  $59^{\circ}00'00''$ , an arc distance of 288.33 feet; thence tangent to said curve North  $73^{\circ}00'00''$  West, along said right-of-way line, an arc distance of 80.00 feet; thence northwesterly along said right-of-way line and along the arc of a tangent curve, said curve being concave to the Northeast having a radius of 200.00 feet, a delta of  $41^{\circ}00'00''$ , an arc distance of 143.12 feet; thence tangent to said curve North  $32^{\circ}00'00''$  West, along said right-of-way line, 650.00 feet; thence northwesterly along said right-of-way line and along the arc of a tangent curve, said curve being concave to the Southwest having a radius of 280.00 feet, a delta of  $17^{\circ}06'01''$ , an arc distance of 83.57 feet; thence North  $34^{\circ}45'00''$  East, 75.55 feet; thence northerly along the arc of a tangent curve, said curve being concave to the West having a radius of 260.00 feet, a delta of  $7^{\circ}03'03''$ , an arc distance of 32.00 feet to a point of reverse

curvature; thence northeasterly along the arc of a tangent curve, said curve being concave to the Southeast having a radius of 25.00 feet, a delta of  $79^{\circ}53'45''$ , an arc distance of 34.86 feet; thence tangent to said curve South  $72^{\circ}24'17''$  East, 31.18 feet; thence southeasterly along the arc of a tangent curve being concave to the Northeast having a radius of 730.00 feet, a delta of  $3^{\circ}37'17''$ , an arc distance of 46.14 feet; thence South  $00^{\circ}26'25''$  West, 31.39 feet; thence southerly along the arc of a tangent curve, said curve being concave to the East having a radius of 200.00 feet; a delta of  $27^{\circ}11'35''$ , an arc distance of 94.92 feet; thence North  $89^{\circ}31'26''$  East, 162.02 feet; thence easterly along the arc of a tangent curve being concave to the South having a radius of 400.00 feet, a delta of  $42^{\circ}43'43''$ , an arc distance of 298.30 feet to a point of reverse curvature; thence southeasterly along the arc of a tangent curve, said curve being concave to the Northeast having a radius of 540.00 feet, a delta of  $44^{\circ}48'43''$ , an arc distance of 422.34 feet; thence tangent to said curve North  $87^{\circ}26'25''$  East, 535.00 feet; thence northeasterly along the arc of a tangent curve, said curve being concave to the Northwest having a radius of 75.00 feet, a delta of  $90^{\circ}00'00''$ , an arc distance of 117.81 feet; thence tangent to said curve North  $02^{\circ}33'35''$  West, 130.00 feet; thence northwesterly along the arc of a tangent curve, said curve being concave to the Southwest having a radius of 75.00 feet, a delta of  $90^{\circ}00'00''$ , an arc distance of 117.81 feet; thence tangent to said curve South  $87^{\circ}26'25''$  West, 535.00 feet; thence northwesterly along the arc of a tangent curve, said curve being concave to the Northeast having a radius of 260.00 feet, a delta of  $43^{\circ}00'00''$ , an arc distance of 195.13 feet to a point of reverse curvature; thence northwesterly along the arc of a tangent curve, said curve being concave to the Southwest having a radius of 700.00 feet, a delta of  $41^{\circ}19'36''$ , an arc distance of 504.90 feet to a point of reverse curvature; thence westerly along the arc of a tangent curve, said curve being concave to the North having a radius of 565.00 feet, a delta of  $18^{\circ}28'53''$ , an arc distance of 182.25 feet; thence North  $84^{\circ}22'31''$  West, 79.51 feet; thence North  $00^{\circ}26'25''$  East, 35.00 feet; thence northeasterly along the arc of a tangent curve, said curve being concave to the Southeast having a radius of 25.00 feet, a delta of  $90^{\circ}00'00''$ , an arc distance of 39.27 feet to a point on the South right-of-way line of Southgate Boulevard; thence tangent to said curve South  $89^{\circ}33'35''$  East, along the said South right-of-way line, 1775.00 feet to the POINT OF BEGINNING.

#### ALSO TOGETHER WITH

A portion of Tract D of said LAND SEC. 4 GOLF COURSE PLAT and a portion of said FORT LAUDERDALE TRUCK FARMS SUBDIVISION of Section 4, Township 49 South, Range 41 East, described as follows:

BEGINNING at the most southwesterly corner of said Tract D; thence North  $14^{\circ}00'13''$  East, along the West boundary of said Tract D and along the right-of-way line of that certain canal right-of-way as recorded in Official Records Book 6450, Page 688, of the Public Records of Broward County, Florida, 40.24 feet; thence northeasterly along said right-of-way line and along the arc of a tangent curve, said curve being concave to the Southeast having a radius of 100.00 feet, a delta of  $92^{\circ}47'07''$ , an arc distance of 161.94 feet to a point of reverse curvature; thence northeasterly along said right-of-way line and along the arc of a tangent curve, said curve being concave to the Northwest having a radius of 180.00 feet, a delta of  $78^{\circ}17'21''$ , an arc distance of 245.95 feet; thence tangent to said curve North  $28^{\circ}30'00''$  East, 425.78 feet to a point on the arc of a non-tangent curve (radial line thru said point bears North  $01^{\circ}47'58''$  West); thence northeasterly along the arc of said curve being concave to the Northwest having a radius of 390.00 feet; a delta of  $18^{\circ}12'02''$ , an arc distance of 123.89 feet; thence tangent to said curve North  $70^{\circ}00'00''$  East, 430.00 feet; thence North  $87^{\circ}00'00''$  East, 790.00 feet to a point on the aforesaid canal right-of-way; thence South  $32^{\circ}00'00''$  East, along said right-of-way line, 276.10 feet; thence southeasterly along said right-of-way line and along the arc of a tangent curve, said curve being concave to the Northeast having a radius of 280.00 feet, a delta of  $41^{\circ}00'00''$ , an arc distance of 200.36 feet; thence tangent to said curve South  $73^{\circ}00'00''$  East, along said right-of-way line, 80.00 feet; thence southeasterly along said right-of-way line and along the arc of a tangent curve, said curve being concave to the Southwest having a radius of 200.00 feet, a delta of  $59^{\circ}00'00''$ , an arc distance of 205.95 feet; thence tangent to said curve South  $14^{\circ}00'00''$  East, along said right-of-way line, 169.36 feet; thence southeasterly along said right-of-way line and along the arc of a tangent curve, said curve being concave to the Northeast having a radius of 230.00 feet, a delta of  $62^{\circ}02'56''$ , an arc distance of 249.08 feet to a point of reverse curvature; thence southeasterly along said right-of-way line and along the arc of a tangent curve, said curve being concave to the Southwest having a radius of 150.00 feet, a delta of  $43^{\circ}32'56''$ , an arc distance of 114.01 feet; thence tangent to said curve

South 32°30'00" East, along said right-of-way line, 50.00 feet to a point on the northerly right-of-way line of N.W. 82nd Street, as recorded in Official Records Book 6450, Page 688, of the Public Records of Broward County, Florida; thence South 49°31'56" West, along said right-of-way line 273.71 feet; thence southwesterly along the arc of a tangent curve, said curve being concave to the Northwest having a radius of 1395.00 feet, a delta of 14°28'04", an arc distance of 352.26 feet; thence tangent to said curve South 64°00'00" West, along said right-of-way line, 36.78 feet; thence westerly along the arc of a tangent curve said curve being concave to the North having a radius of 25.00 feet, a delta of 86°52'08", an arc distance of 37.90 feet to a point of reverse curvature; thence northwesterly along the northerly right-of-way line of N.W. 81st Street, as recorded in said Official Records Book 6450, Page 688 and along the arc of a tangent curve, said curve being concave to the Southwest having a radius of 1165.00 feet, a delta of 22°18'12", an arc distance of 453.50 feet to a point on the arc of a radically tangent curve; thence northerly along the arc of a tangent curve, said curve being concave to the West having a radius of 300.00 feet, a delta of 52°52'37", an arc distance of 276.86 feet; thence tangent to said curve North 14°18'41" West, 90.00 feet; thence North 24°06'06" West, 435.26 feet; thence northwesterly along the arc of a tangent curve, said curve being concave to the Southwest having a radius of 100.00 feet, a delta of 83°04'02", an arc distance of 144.98 feet; thence tangent to said curve South 72°49'52" West, 501.42 feet; thence South 69°19'52" West, 362.18 feet; thence southerly along the arc of a tangent curve, said curve being concave to the East having a radius of 170.00 feet, a delta of 76°00'00", an arc distance of 225.50 feet; thence tangent to said curve South 06°40'08" East 137.18 feet to a point on said northerly right-of-way line of N.W. 81st Street; thence South 83°19'52" West, along said right-of-way line, 208.97 feet; thence westerly along said right-of-way line and along the arc of a tangent curve said curve being concave to the North, having a radius of 1395.00 feet, a delta of 19°01'46", an arc distance of 463.32 feet to the POINT OF BEGINNING.

ALSO TOGETHER WITH

A portion of said Tract D described as follows:

BEGINNING at the most northerly and westerly corner of said Tract D; thence South 01°30'00" East, 206.31 feet; thence South 70°00'00" West, 235.30 feet; thence southwesterly along the arc of a tangent curve being concave to the Northwest having a radius of 330.00 feet, a delta of 11°53'53", an arc distance of 68.53 feet to a point on the right-of-way of that certain canal right-of-way as recorded In Official Records Book 6450, Page 688 of the Public Records of Broward County, Florida; thence North 28°30'00" East, along said right-of-way line, 222.49 feet to the POINT OF BEGINNING.

ALSO TOGETHER WITH

TRACTS E and F of said LAND SEC. 4 GOLF COURSE PLAT, according to the Plat thereof as recorded in Plat Book 88, Page 20, of the Public Records of Broward County, Florida.

Said lands situate, lying and being in Broward County, Florida.

AND

Tracts G, H, I, J, K, L, M, N, O, P and Q, LAND SEC. 4 GOLF COURSE PLAT, according to the Plat thereof as recorded in Plat Book 88, Page 20, of the Public Records of Broward County, Florida.

Said lands situate, lying and being in Broward County, Florida.

AND

Parcel "A", WOODMONT RECREATION COMPLEX, according to the plat thereof, as recorded in Plat Book 91, Page 49, of the Public Records of Broward County, Florida.

**EXHIBIT “B”**

LEGAL DESCRIPTION FOR THE RESIDENTIAL PARCELS







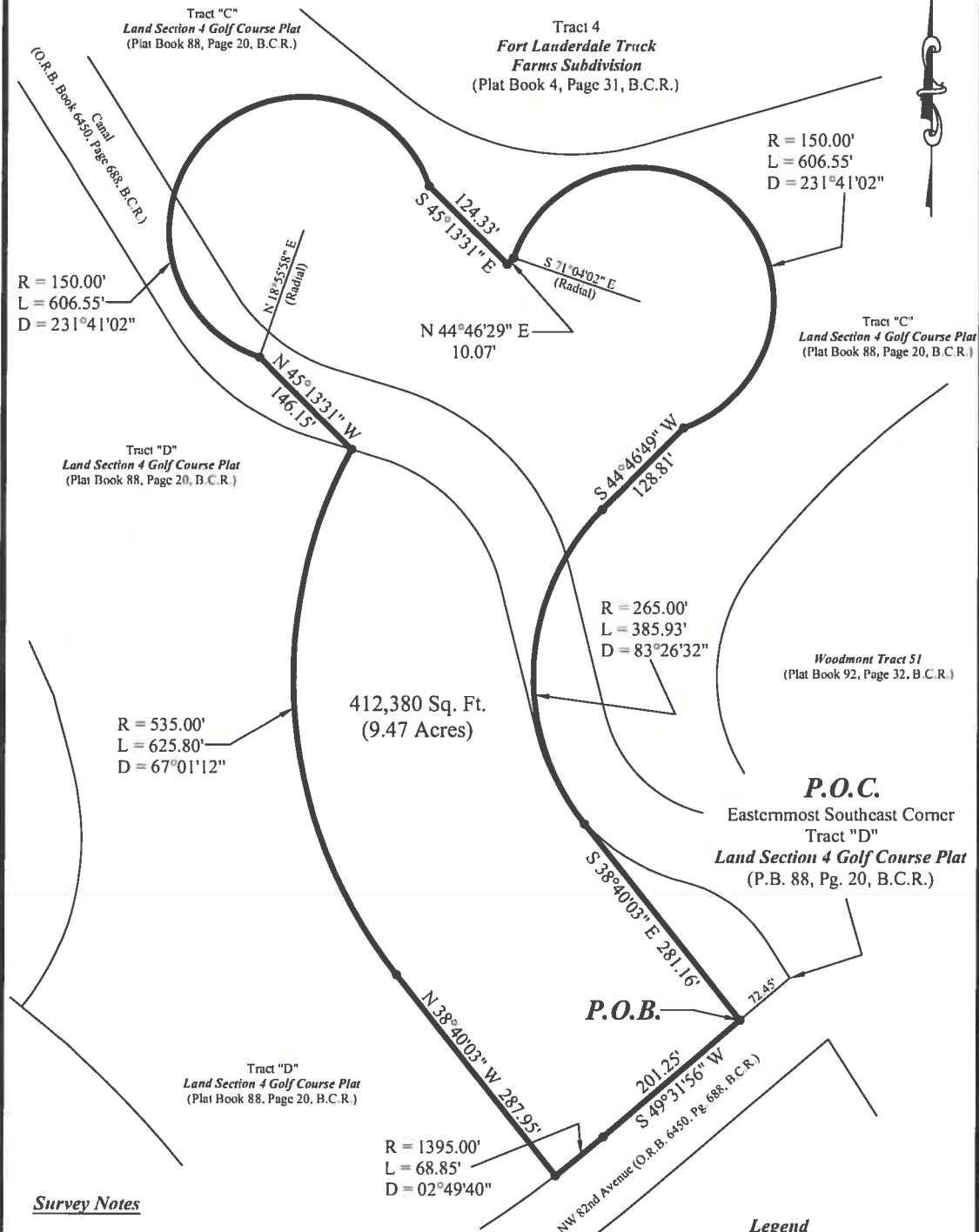
# DJG Surveying and Mapping, Inc.

6750 NW 9th Court Margate, Florida 33063  
Phone: (954) 675-7244 Email: djgsurvey@yahoo.com

LB # 7682

Sheet 2 of 3

## - Sketch and Description -

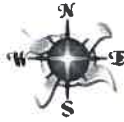


### Survey Notes

- Bearing Reference: Bearings shown hereon are referenced to the South Line of Tract "I", Land Sec. 4 Golf Course Plat, Plat Book 88, Page 20, B.C.R. Said line bears South 62°17'32" West.
- P.B. denotes Plat Book
- Pg. denotes Page
- B.C.R. denotes Broward County Records
- This is not a survey, but only a graphic depiction shown hereon. No boundary corners were set in the field related to this sketch.

### Legend

P.O.B. = Point of Beginning  
P.O.C. = Point of Commencement  
O.R.B. = Official Records Book  
B.C.R. = Broward County Records  
R = Radius  
L = Arc Length  
D = Central Angle (Delta)  
Sq. Ft. = Square Feet



- Legal Description -

A parcel of land being a portion of Tract "D" and Tract "C", **Land Sec. 4 Golf Course Plat**, as recorded in Plat Book 88, Page 20, and a portion of a canal, as recorded in Official Records Book 6450, Page 688, all of the Public Records of Broward County, Florida, being more particularly described as follows:

**Commence** at the Easternmost Southeast corner of said Tract "D", said point also being a point on the Northerly line of NW 82nd Avenue as described in Official Records Book 6450, Page 688, of the Public Records of Broward County, Florida;

Thence, South 49°31'56" West, along said Northerly line, a distance of 72.45 feet to the **Point of Beginning**;

Thence, continue along said Northerly line, South 49°31'56" West, a distance of 201.25 feet to the point of curvature of a circular curve, concave to the Northwest, having a radius of 1395.00 feet and a central angle of 02°49'40";

Thence, Southerly along the arc of said curve, and said Northerly line of NW 82nd Avenue, an arc distance of 68.85 feet;

Thence, North 38°40'03" West, a distance of 287.95 feet to the point of curvature of a circular curve, concave to the East, having a radius of 535.00 feet and a central angle of 67°01'12";

Thence, Northerly along the arc of said curve, an arc distance of 625.80 feet;

Thence, North 45°13'31" West, a distance of 146.15 feet to a point on the arc of a circular curve, concave to the East, having a radius of 150.00 feet and a central angle of 231°41'02";

Thence, Northerly and Easterly along the arc of said curve, an arc distance of 606.55 feet;

Thence, South 45°13'31" East, a distance of 124.33 feet;

Thence, North 44°46'29" East, a distance of 10.07 feet to a point on the arc of a circular curve, concave to the South, having a radius of 150.00 feet and a central angle of 231°41'02", a radial line bears from said point South 71°04'02" East;

Thence, Easterly, Southerly and Westerly along the arc of said curve, an arc distance of 606.55 feet;

Thence, South 44°46'49" West, a distance of 128.81 feet to the point of curvature of a circular curve, concave to the East, having a radius of 265.00 feet and a central angle of 83°26'32";

Thence, Southerly along the arc of said curve, an arc distance of 385.93 feet;

Thence, South 38°40'03" East, a distance of 281.16 feet to the **Point of Beginning**.

Said lands lying and being in the City of Tamarac, Broward County, Florida, and containing 412,380 square feet (9.47 acres) more or less.





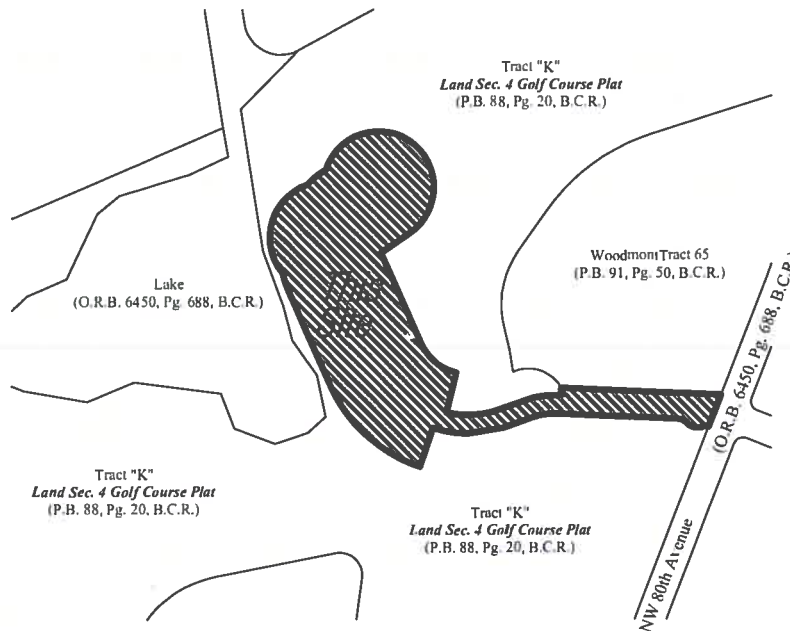
# DJG Surveying and Mapping, Inc.

6750 NW 9th Court Margate, Florida 33063  
Phone: (954) 675-7244 Email: djgsurvey@yahoo.com

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Sheet 1 of 3

## - Sketch and Description - Pod B



*Dennis J. Gabriele*

09-24-12

Dennis J. Gabriele  
Professional Surveyor and Mapper No. LS5709  
State of Florida

Not Valid without the signature  
and original raised seal of a Florida  
licensed Surveyor and Mapper

Updates and Revisions		Date	By	QC	NOTE: The undersigned and DJG SURVEYING AND MAPPING, INC. make no representations or guarantees as to the completeness of the information reflected hereon pertaining to easements, right-of-way, set-back lines, reservations, agreements or other matters of record. This instrument is intended to reflect or set forth only those items shown in the references above. DJG SURVEYING AND MAPPING, INC. did not research the public records for matters affecting the lands shown. This instrument is the property of DJG SURVEYING AND MAPPING, INC. and shall not be reproduced in whole or in part without written permission of DJG SURVEYING AND MAPPING, INC.			
Job No. 10-0218		Drawn By: DG		QA / QC: DG		FB.	PG.	Scale: N.T.S.



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Sheet 2 of 3

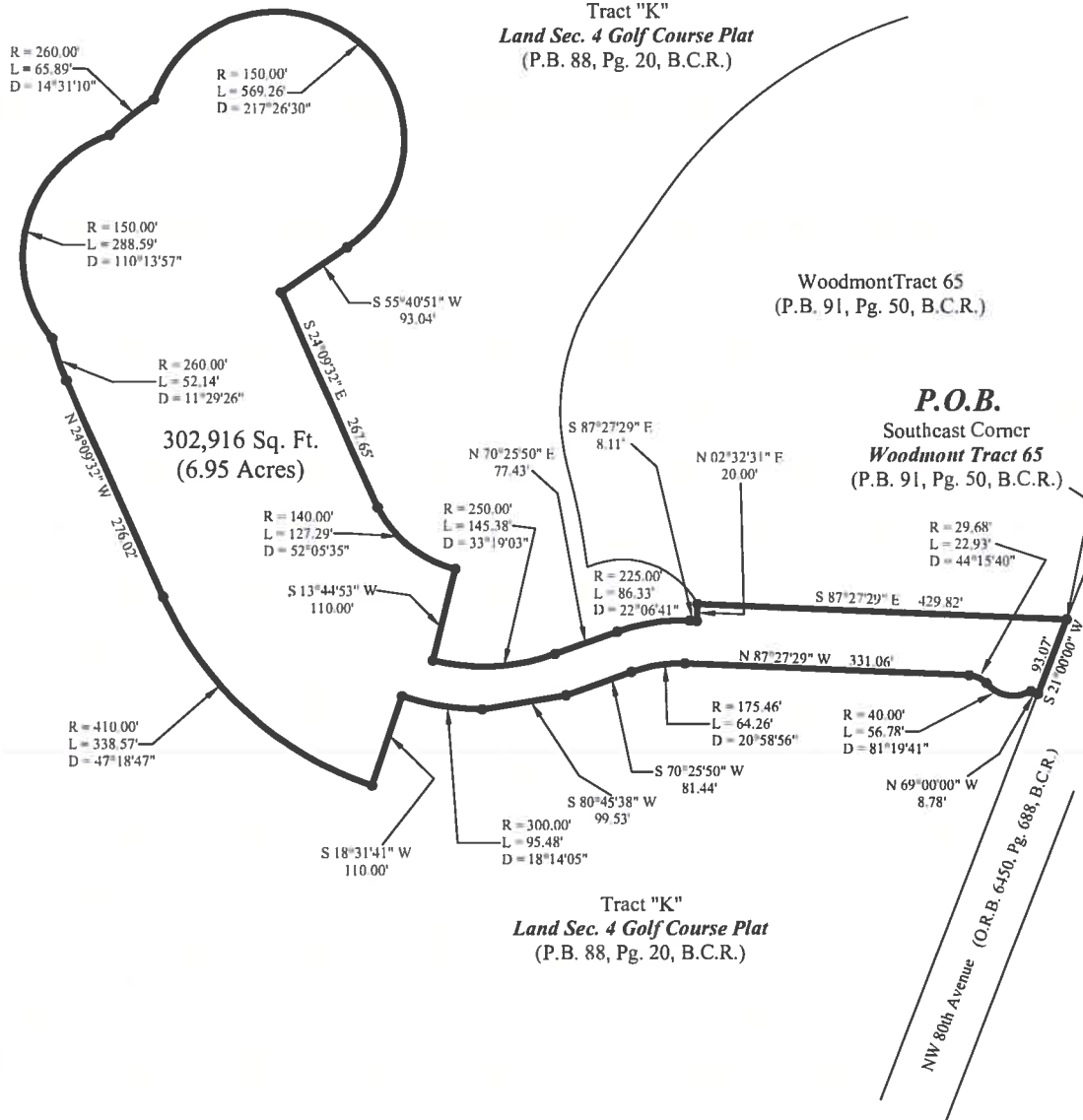
## - Sketch and Description -

Tract "K"  
Land Sec. 4 Golf Course Plat  
(P.B. 88, Pg. 20, B.C.R.)

Tract "K"  
Land Sec. 4 Golf Course Plat  
(P.B. 88, Pg. 20, B.C.R.)

Woodmont Tract 65  
(P.B. 91, Pg. 50, B.C.R.)

**P.O.B.**  
Southeast Corner  
Woodmont Tract 65  
(P.B. 91, Pg. 50, B.C.R.)



### Survey Notes

1. Bearing Reference: Bearings shown hereon are referenced to the South Line of Tract "I", Land Sec. 4 Golf Course Plat, Plat Book 88, Page 20, B.C.R. Said line bears South 62°17'32" West.
2. P.B. denotes Plat Book
3. Pg. denotes Page
4. B.C.R. denotes Broward County Records
5. This is not a survey, but only a graphic depiction shown hereon. No boundary corners were set in the field related to this sketch.
6. For clarity, radial lines have not been labeled on this sketch. Refer to the written legal description for all radial lines.

### Legend

P.O.C. = Point of Commencement  
P.O.B. = Point of Beginning  
R = Radius  
L = Arc Length  
D = Central Angle (Delta)



## - Legal Description -

A parcel of land lying in Section 4, Township 49 South, Range 41 East, being a portion of Tract "K", **Land Sec. 4 Golf Course Plat**, as recorded in Plat Book 88, Page 20, of the Public Records of Broward County, Florida, being more particularly described as follows:

**Beginning** at the Southeast corner of **Woodmont Tract 65**, as recorded in Plat Book 91, Page 50, of the Public Records of Broward County, Florida, said point being on the Westerly line of NW 80th Avenue;  
Thence, South  $21^{\circ}00'00''$  West, along said Westerly line, a distance of 93.07 feet;  
Thence, North  $69^{\circ}00'00''$  West, a distance of 8.78 feet to a point on the arc of a circular curve, concave to the North, having a radius of 40.00 feet and a central angle of  $81^{\circ}19'41''$ ; a radial line bears from said point North  $30^{\circ}19'05''$  West;  
Thence, Westerly along the arc of said curve, an arc distance of 56.78 feet to a point on the arc of a circular curve, concave to the South, having a radius of 29.68 feet and a central angle of  $44^{\circ}15'40''$ ; a radial line bears from said point South  $46^{\circ}48'11''$  West;  
Thence, Westerly along the arc of said curve, an arc distance of 22.93 feet to the point of tangency;  
Thence, North  $87^{\circ}27'29''$  West, a distance of 331.06 feet to a point on the arc of a circular curve, concave to the South, having a radius of 175.46 feet and a central angle of  $20^{\circ}58'56''$ ; a radial line bears from said point South  $01^{\circ}24'46''$  West;  
Thence, Westerly along the arc of said curve, an arc distance of 64.26 feet to the point of tangency;  
Thence, South  $70^{\circ}25'50''$  West, a distance of 81.44 feet;  
Thence, South  $80^{\circ}45'38''$  West, a distance of 99.53 feet to a point on the arc of a circular curve, concave to the North, having a radius of 300.00 feet and a central angle of  $18^{\circ}14'05''$ ; a radial line bears from said point North  $00^{\circ}17'36''$  East;  
Thence, Westerly along the arc of said curve, an arc distance of 95.48 feet;  
Thence, South  $18^{\circ}31'41''$  West, a distance of 110.00 feet, radially, to the point of curvature of a circular curve, concave to the North, having a radius of 410.00 feet and a central angle of  $47^{\circ}18'47''$ ;  
Thence, Northwest along the arc of said curve, an arc distance of 338.57 feet to the point of tangency;  
Thence, North  $24^{\circ}09'32''$  West, a distance of 276.02 feet to a point on the arc of a circular curve, concave to the East, having a radius of 260.00 feet and a central angle of  $11^{\circ}29'26''$ ; a radial line bears from said point North  $65^{\circ}50'28''$  East;  
Thence, Northerly along the arc of said curve, an arc distance of 52.14 feet to a point on the arc of a circular curve, concave to the East, having a radius of 150.00 feet and a central angle of  $110^{\circ}13'57''$ ; a radial line bears from said point North  $50^{\circ}27'41''$  East;  
Thence, Northerly and Easterly along the arc of said curve, an arc distance of 288.59 feet to a point on the arc of a circular curve, concave to the East, having a radius of 260.00 feet and a central angle of  $14^{\circ}31'10''$ ; a radial line bears from said point South  $46^{\circ}10'35''$  East;  
Thence, Northeasterly along the arc of said curve, an arc distance of 65.89 feet to a point on the arc of a circular curve, concave to the South, having a radius of 150.00 feet and a central angle of  $217^{\circ}26'30''$ ; a radial line bears from said point South  $71^{\circ}21'54''$  East;  
Thence, Easterly, Southerly and Westerly along the arc of said curve, an arc distance of 569.26 feet;  
Thence, South  $55^{\circ}40'51''$  West, a distance of 93.04 feet;  
Thence, South  $24^{\circ}09'32''$  East, a distance of 267.65 feet to the point of curvature of a circular curve, concave to the North, having a radius of 140.00 feet and a central angle of  $52^{\circ}05'35''$ ;  
Thence, Southeasterly along the arc of said curve, an arc distance of 127.29 feet;  
Thence, South  $13^{\circ}44'53''$  West, a distance of 110.00 feet, radially, to the point of curvature of a circular curve, concave to the North, having a radius of 250.00 feet and a central angle of  $33^{\circ}19'03''$ ;  
Thence, Easterly along the arc of said curve, an arc distance of 145.38 feet to the point of tangency;  
Thence, North  $70^{\circ}25'50''$  East, a distance of 77.43 feet to the point of curvature of a circular curve, concave to the South, having a radius of 225.00 feet and a central angle of  $22^{\circ}06'41''$ ;  
Thence, Easterly along the arc of said curve, an arc distance of 86.33 feet to the point of tangency;  
Thence, South  $87^{\circ}27'29''$  East, a distance of 8.11 feet;  
Thence, North  $02^{\circ}32'31''$  East, a distance of 20.00 feet;  
Thence, South  $87^{\circ}27'29''$  East, a distance of 429.82 feet to the **Point of Beginning**.

Said lands lying and being in the City of Tamarac, Broward County, Florida, and containing 302,916 square feet (6.95 acres) more or less.





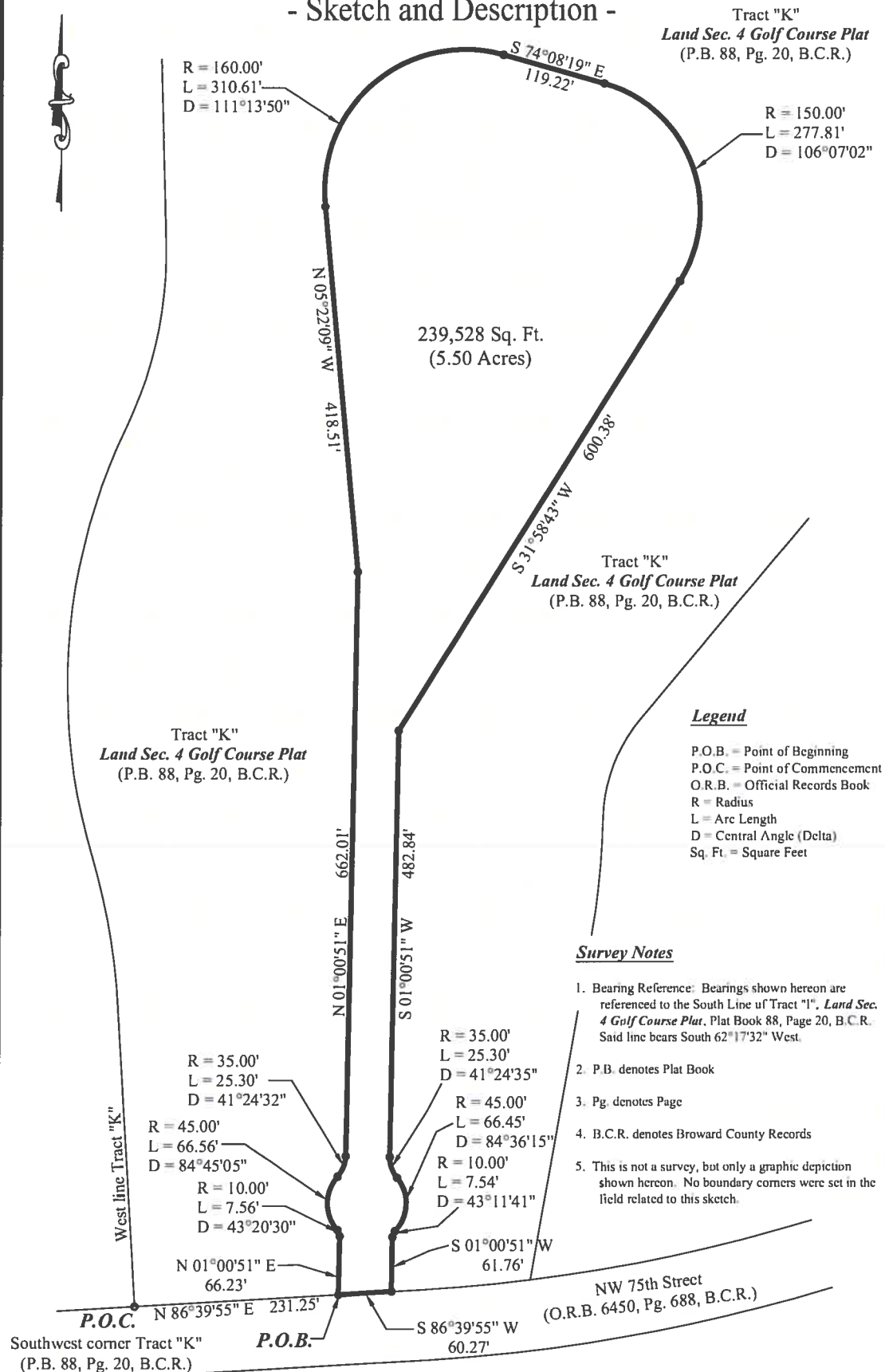
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Phone: (954) 675-7244 Email: djgsurvey@yahoo.com

LB # 7682

Sheet 2 of 3

## - Sketch and Description -







- Legal Description -

A parcel of land lying in Section 4, Township 49 South, Range 41 East, being a portion of Tract "K", **Land Sec. 4 Golf Course Plat**, as recorded in Plat Book 88, Page 20, of the Public Records of Broward County, Florida, being more particularly described as follows:

**Commence** at the Southwest corner of said Tract "K", said point also being a point on the Northerly line of NW 75th Street as described in Official Records Book 6450, Page 688 of the Public Records of Broward County Florida;

Thence, North  $86^{\circ}39'55''$  East, along said Northerly line, a distance of 231.25 feet to the **Point of Beginning**;

Thence, North  $01^{\circ}00'51''$  East, a distance of 66.23 feet to the point of curvature of a circular curve, concave to the West, having a radius of 10.00 feet and a central angle of  $43^{\circ}20'30''$ ;

Thence, Northerly along the arc of said curve, an arc distance of 7.56 feet to the point of reverse curvature of a circular curve, concave to the East, having a radius of 45.00 feet and a central angle of  $84^{\circ}45'05''$ ;

Thence, Northerly along the arc of said curve, an arc distance of 66.56 feet to the point of reverse curvature of a circular curve, concave to the West, having a radius of 35.00 feet and a central angle of  $41^{\circ}24'32''$ ;

Thence, Northerly along the arc of said curve, an arc distance of 25.30 feet to the point of tangency;

Thence, North  $01^{\circ}00'51''$  East, a distance of 662.01 feet;

Thence, North  $05^{\circ}22'09''$  West, a distance of 418.51 feet to the point of curvature of a circular curve, concave to the Southeast, having a radius of 160.00 feet and a central angle of  $111^{\circ}13'50''$ ;

Thence, Northerly and Easterly along the arc of said curve, an arc distance of 310.61 feet to the point of tangency;

Thence, South  $74^{\circ}08'19''$  East, a distance of 119.22 feet to the point of curvature of a circular curve, concave to the Southwest, having a radius of 150.00 feet and a central angle of  $106^{\circ}07'02''$ ;

Thence, Easterly and Southerly along the arc of said curve, an arc distance of 277.81 feet to the point of tangency;

Thence, South  $31^{\circ}58'43''$  West, a distance of 600.38 feet;

Thence, South  $01^{\circ}00'51''$  West, a distance of 482.84 feet to the point of curvature of a circular curve, concave to the East, having a radius of 35.00 feet and a central angle of  $41^{\circ}24'35''$ ;

Thence, Southerly along the arc of said curve, an arc distance of 25.30 feet to the point of reverse curvature of a circular curve, concave to the West, having a radius of 45.00 feet and a central angle of  $84^{\circ}36'15''$ ;

Thence, Southerly along the arc of said curve, an arc distance of 66.45 feet to the point of reverse curvature of a circular curve, concave to the East, having a radius of 10.00 feet and a central angle of  $43^{\circ}11'41''$ ;

Thence, Southerly along the arc of said curve, an arc distance of 7.54 feet to the point of tangency;

Thence, South  $01^{\circ}00'51''$  West, a distance of 61.76 feet to a point on the North line of NW 75th Street;

Thence, South  $86^{\circ}39'55''$  West, along said North line, a distance of 60.27 feet to the **Point of Beginning**.

Said lands lying and being in the City of Tamarac, Broward County, Florida, and containing 239,528 square feet (5.50 acres) more or less.



# DJG Surveying and Mapping, Inc.

6750 NW 9th Court Margate, Florida 33063  
Phone: (954) 675-7244 Email: djgsurvey@yahoo.com

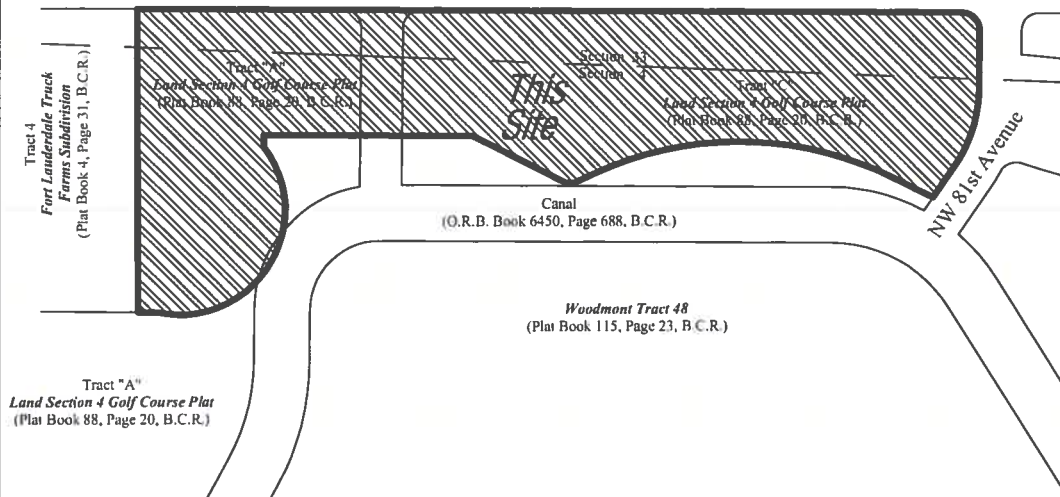
LB # 7682

Sheet 1 of 3

## - Sketch and Description - Pod E



Southgate Boulevard  
(O.R.B. 4747, Pg. 183, B.C.R.)



*Dennis J. Gabriele*

09-24-12

Dennis J. Gabriele  
Professional Surveyor and Mapper No. LS5709  
State of Florida

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and original raised seal of a Florida  
licensed Surveyor and Mapper

Updates and Revisions		Date	By	QC	NOTE: The undersigned and DJG SURVEYING AND MAPPING, INC. make no representations or guarantees as to the completeness of the information reflected herein pertaining to easements, right-of-way, set-back lines, reservations, agreements or other matters of record. This instrument is intended to reflect or set forth only those items shown in the references above. DJG SURVEYING AND MAPPING, INC. did not research the public records for matters affecting the lands shown. This instrument is the property of DJG SURVEYING AND MAPPING, INC. and shall not be reproduced in whole or in part without written permission of DJG SURVEYING AND MAPPING, INC.		
Job No. 10-0218	Drawn By: DG	QA / QC: DG			FB.	PG.	Scale: N.T.S.



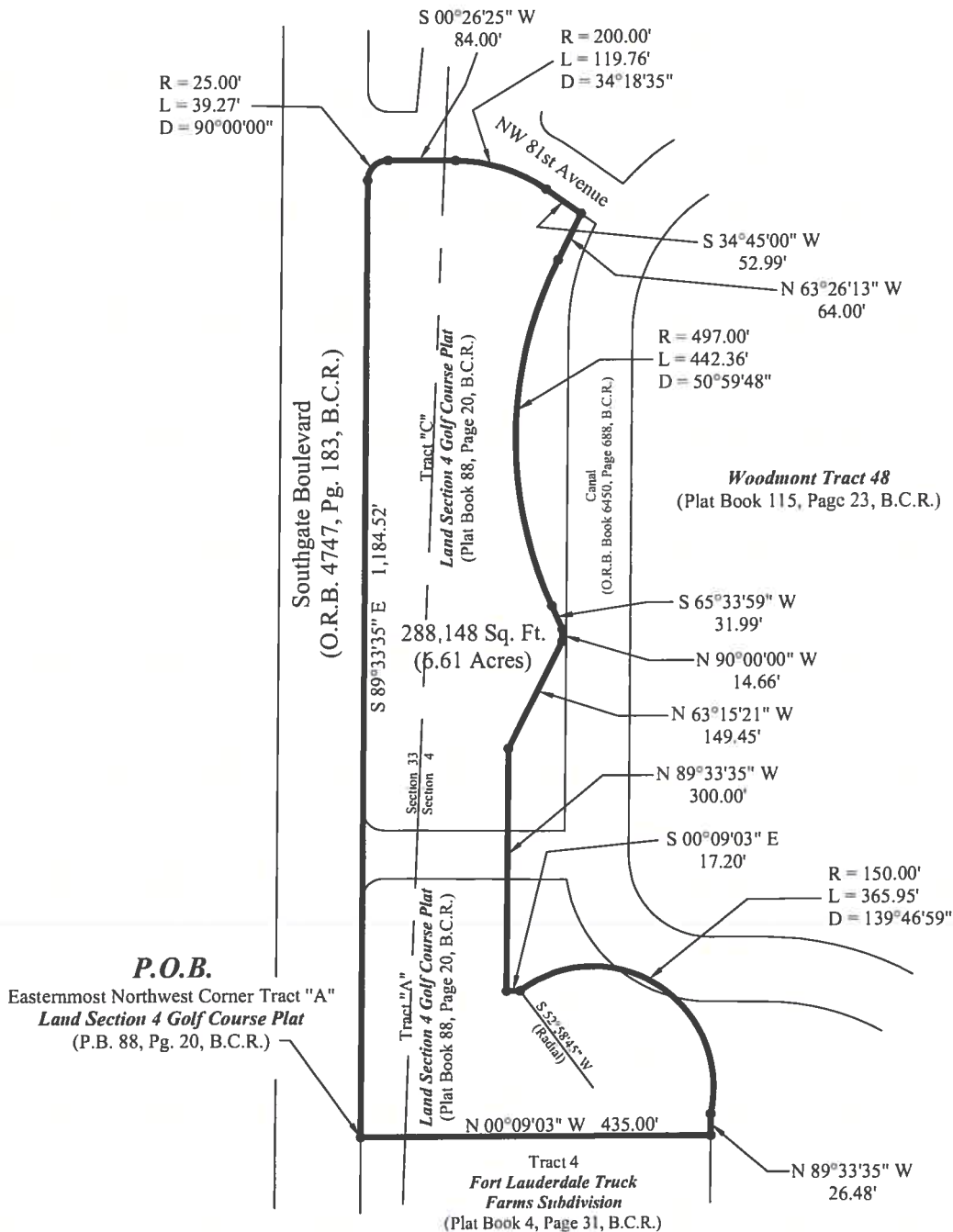
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LB # 7682

Sheet 2 of 3

## - Sketch and Description -



### Survey Notes

1. Bearing Reference: Bearings shown hereon are referenced to the South Line of Tract "I", Land Sec. 4 Golf Course Plat, Plat Book 88, Page 20, B.C.R. Said line bears South 62°17'32" West.
2. P.B. denotes Plat Book
3. Pg. denotes Page
4. B.C.R. denotes Broward County Records
5. This is not a survey, but only a graphic depiction shown hereon. No boundary corners were set in the field related to this sketch.

### Legend

P.O.B. = Point of Beginning  
P.O.C. = Point of Commencement  
O.R.B. = Official Records Book  
R = Radius  
L = Arc Length  
D = Central Angle (Delta)  
Sq. Ft. = Square Feet





- Legal Description -

A parcel of land being a portion of Tract "A" and Tract "C", **Land Sec. 4 Golf Course Plat**, as recorded in Plat Book 88, Page 20, and a portion of a canal, as recorded in Official Records Book 6450, Page 688, all of the Public Records of Broward County, Florida, being more particularly described as follows:

**Beginning** at the Easternmost Northwest corner of said Tract "A" and a point on the South line of Southgate Boulevard;

Thence, South 89°33'35" East, along said South line, a distance of 1,184.52 feet to the point of curvature of a circular curve, concave to the Southwest, having a radius of 25.00 feet and a central angle of 90°00'00";

Thence, Southeasterly along the arc of said curve, an arc distance of 39.27 feet;

Thence, South 00°26'25" West, a distance of 84.00 feet to the point of curvature of a circular curve, concave to the West, having a radius of 200.00 feet and a central angle of 34°18'35";

Thence, Southwesterly along the arc of said curve, an arc distance of 119.76 feet;

Thence, South 34°45'00" West, a distance of 52.99 feet;

Thence, North 63°26'13" West, a distance of 64.00 feet to the point of curvature of a circular curve, concave to the South, having a radius of 497.00 feet and a central angle of 50°59'48";

Thence, Westerly along the arc of said curve, an arc distance of 442.36 feet;

Thence, South 65°33'59" West, a distance of 31.99 feet;

Thence, North 90°00'00" West, a distance of 14.66 feet;

Thence, North 63°15'21" West, a distance of 149.45 feet;

Thence, North 89°33'35" West, a distance of 300.00 feet;

Thence, South 00°09'03" East, a distance of 17.20 feet to a point on the arc of a circular curve, concave to the West, having a radius of 150.00 feet and a central angle of 139°46'59"; a radial line bears from said point South 52°58'45" West;

Thence, Southerly and Westerly along the arc of said curve, an arc distance of 365.95 feet;

Thence, North 89°33'35" West, a distance of 26.48 feet;

Thence, North 00°09'03" West, a distance of 435.00 feet to the **Point of Beginning**.

Said lands lying and being in the City of Tamarac, Broward County, Florida, and containing 288,148 square feet (6.61 acres) more or less.



# DJG Surveying and Mapping, Inc.

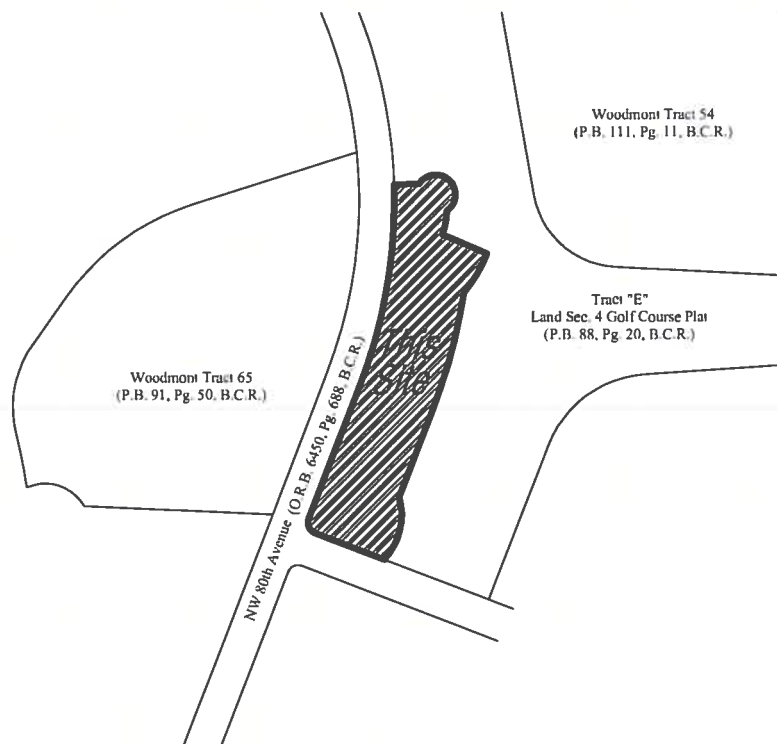
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Phone: (954) 675-7244 Email: djgsurvey@yahoo.com

LB # 7682

Sheet 1 of 3

## - Sketch and Description -

Pod F



*Dennis J. Gabriele*

09-24-12

Dennis J. Gabriele  
Professional Surveyor and Mapper No. LS5709  
State of Florida

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and original raised seal of a Florida  
licensed Surveyor and Mapper

Updates and Revisions	Date	By	QC	NOTES: The undersigned and DJG SURVEYING AND MAPPING, INC. make no representations or guarantees as to the completeness of the information reflected hereon pertaining to easements, right-of-way, set-back lines, reservations, agreements or other matters of record. This instrument is intended to reflect or set forth only those items shown in the references above. DJG SURVEYING AND MAPPING, INC. did not research the public records for matters affecting the lands shown. This instrument is the property of DJG SURVEYING AND MAPPING, INC. and shall not be reproduced in whole or in part without written permission of DJG SURVEYING AND MAPPING, INC.
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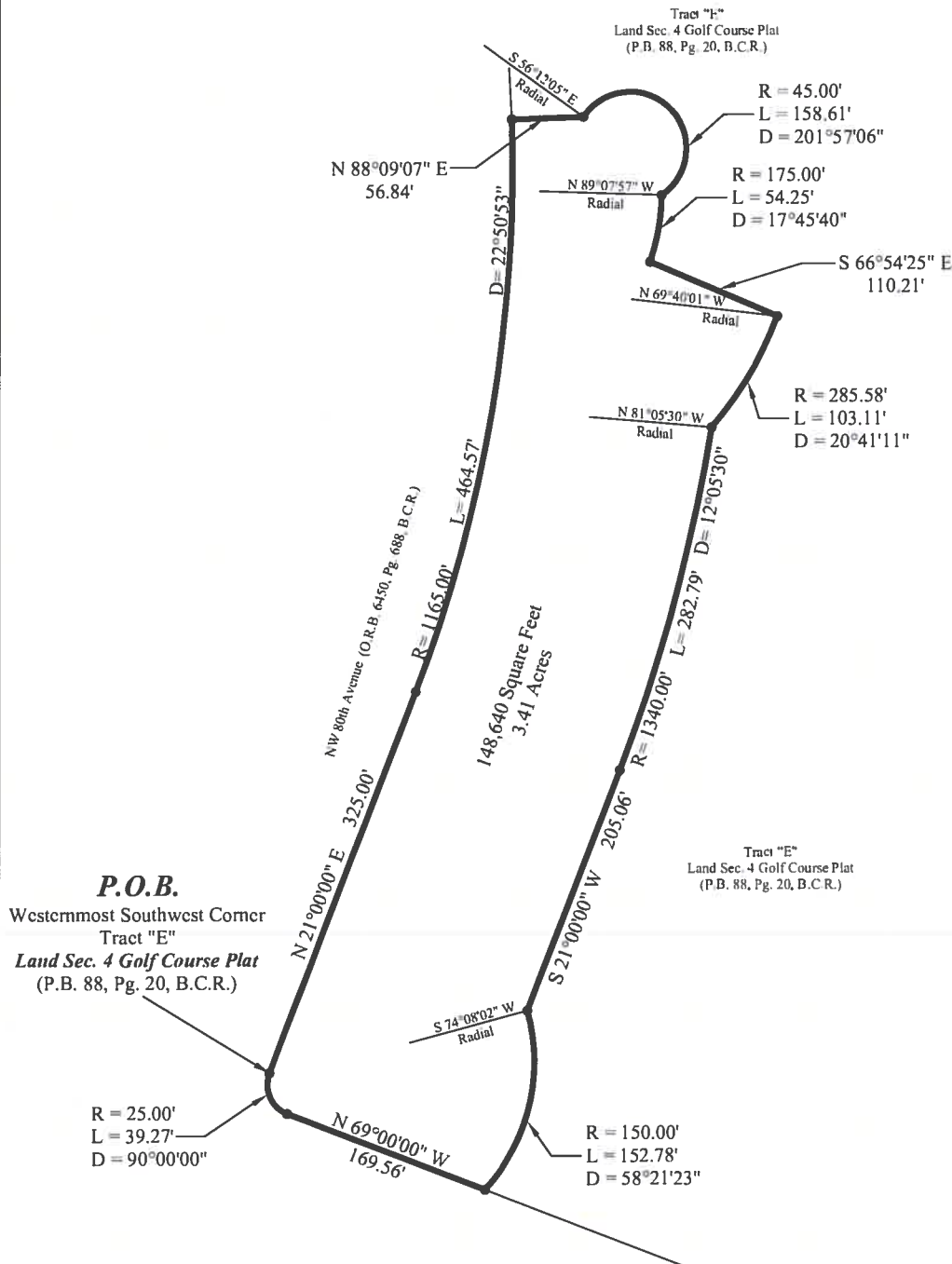
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LB # 7682

Sheet 2 of 3

## - Sketch and Description -



### Survey Notes

- Bearing Reference: Bearings shown hereon are referenced to the South Line of Tract "I", Land Sec. 4 Golf Course Plat, Plat Book 88, Page 20, B.C.R. Said line bears South 62°17'32" West.
- P.B. denotes Plat Book
- Pg. denotes Page
- B.C.R. denotes Broward County Records
- This is not a survey, but only a graphic depiction shown hereon. No boundary corners were set in the field related to this sketch.

### Legend

P.O.B. = Point of Beginning  
P.O.C. = Point of Commencement  
O.R.B. = Official Records Book  
R = Radius  
L = Arc Length  
D = Central Angle (Delta)  
Sq. Ft. = Square Feet



- Legal Description -

A portion of Tract "E", *Land Sec. 4 Golf Course Plat*, as recorded in Plat Book 88, Page 20, of the Public Records of Broward County, Florida, being more particularly described as follows:

**Beginning** at the Westernmost Southwest corner of said Tract "E", said point also being a point on the Easterly right-of-way line of NW 80th Avenue as described in Official Records Book 6450, Page 688, of the Public Records of Broward County, Florida;

Thence, North 21°00'00" East, along said Easterly line, a distance of 325.00 feet to the point of curvature of a circular curve, concave to the West, having a radius of 1165.00 feet and a central angle of 22°50'33";

Thence, Northerly along the arc of said curve, and the Easterly line of NW 80th Avenue, an arc distance of 464.57 feet;

Thence, radially to aforementioned curve, North 88°09'07" East, a distance of 56.84 feet to a point on the arc of a circular curve, concave to the South, having a radius of 45.00 feet and a central angle of 201°57'06"; a radial line bears from said point South 56°12'05" East;

Thence, Easterly and Southerly along the arc of said curve, an arc distance of 158.61 feet to a point on the arc of a circular curve, concave to the West, having a radius of 175.00 feet and a central angle of 17°45'40"; a radial line bears from said point North 89°07'57" West;

Thence, Southerly along the arc of said curve, an arc distance of 54.25 feet;

Thence, South 66°54'25" East, a distance of 110.21 feet to a point on the arc of a circular curve, concave to the Northwest, having a radius of 285.58 feet and a central angle of 20°41'11"; a radial line bears from said point North 69°40'01" West;

Thence, Southwesterly along the arc of said curve, an arc distance of 103.11 feet to a point on the arc of a circular curve, concave to the West, having a radius of 1340.00 feet and a central angle of 12°05'30"; a radial line bears from said point North 81°05'30" West;

Thence, Southwesterly along the arc of said curve, an arc distance of 282.79 feet to the point of tangency;

Thence, South 21°00'00" West, a distance of 205.06 to a point on the arc of a circular curve, concave to the West, having a radius of 150.00 feet and a central angle of 58°21'23"; a radial line bears from said point South 74°08'02" West;

Thence, Southerly along the arc of said curve, an arc distance of 152.78 feet to a point on the Southerly line of said Tract "E";

Thence, North 69°00'00" West, along said Southerly line, a distance of 169.56 feet to the point of curvature of a circular curve, concave to the East, having a radius of 25.00 feet and a central angle of 90°00'00";

Thence, Westerly and Northerly along the arc of said curve, an arc distance of 39.27 feet to the **Point of Beginning**.

Said lands lying and being in the City of Tamarac, Broward County, Florida, and containing 148,640 square feet (3.41 acres) more or less.



# DJG Surveying and Mapping, Inc.

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LB # 7682

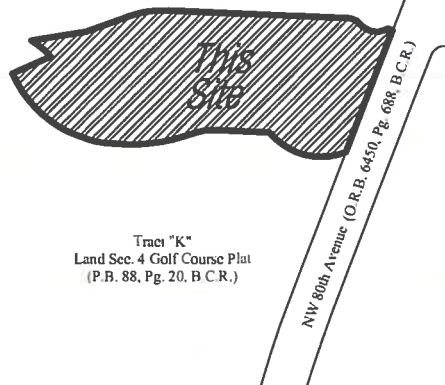
Sheet 1 of 3

## - Sketch and Description - Pod G



Tract "K"  
Land Sec. 4 Golf Course Plat  
(P.B. 88, Pg. 20, B.C.R.)

Woodmont Tract 65  
(P.B. 91, Pg. 50, B.C.R.)



Tract "K"  
Land Sec. 4 Golf Course Plat  
(P.B. 88, Pg. 20, B.C.R.)

09-24-12

Dennis J. Gabriele  
Professional Surveyor and Mapper No. LS5709  
State of Florida

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and original raised seal of a Florida  
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Updates and Revisions	Date	By	QC	<small>NOTE: The undersigned and DJG SURVEYING AND MAPPING, INC. make no representations or guarantees as to the completeness of the information reflected hereon pertaining to easements, right-of-way, set-back lines, reservations, agreements or other matters of record. This instrument is intended to reflect or set forth only those items shown in the references above. DJG SURVEYING AND MAPPING, INC. did not research the public records for matters affecting the lands shown. This instrument is the property of DJG SURVEYING AND MAPPING, INC. and shall not be reproduced in whole or in part without written permission of DJG SURVEYING AND MAPPING, INC.</small>
Job No. 10-0218	Drawn By: DG	QA / QC: DG	FB. PG.	Scale: N.T.S.



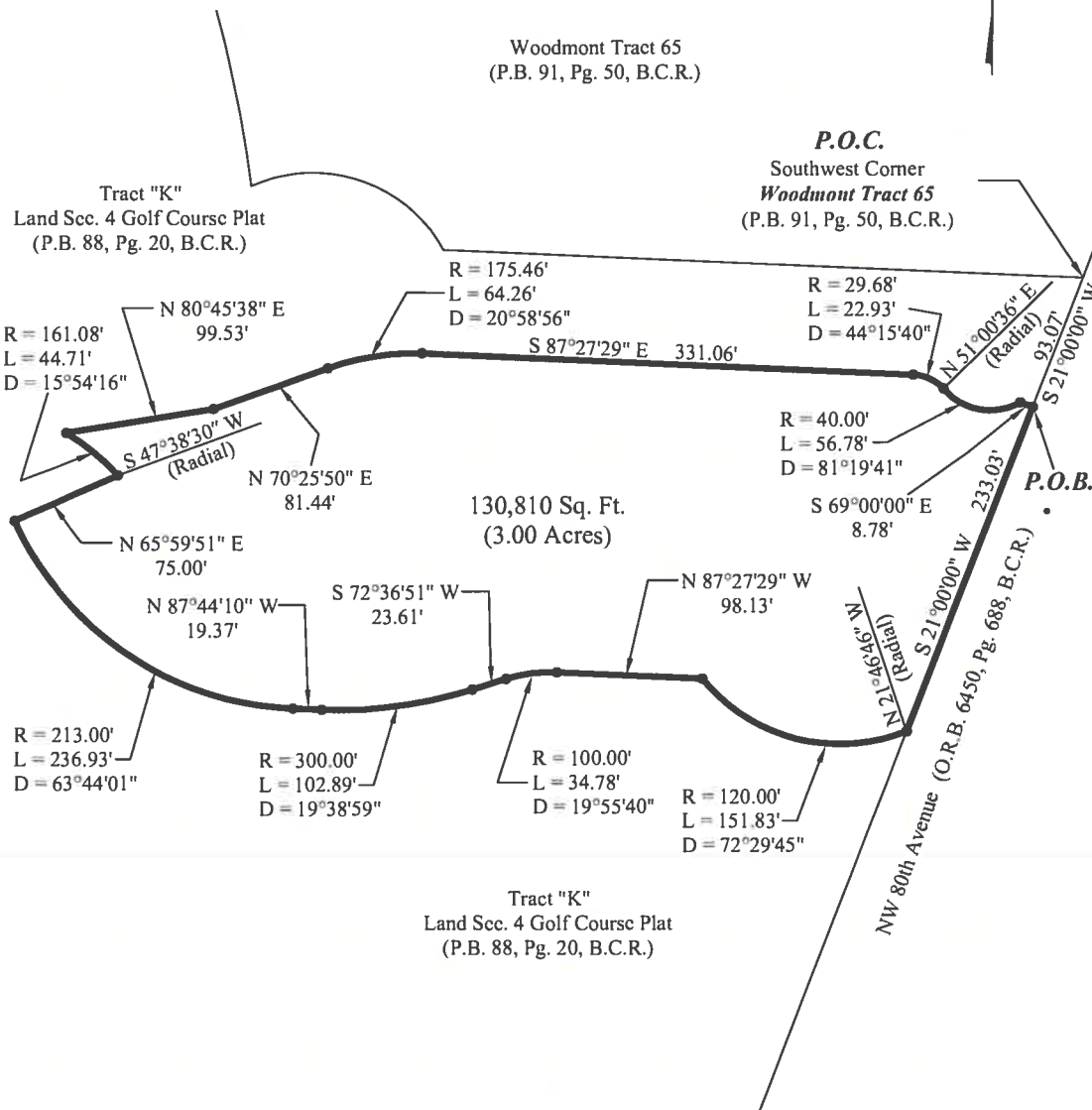
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LB # 7682

Sheet 2 of 3

## - Sketch and Description -



### Survey Notes

1. Bearing Reference: Bearings shown hereon are referenced to the South Line of Tract "I", Land Sec. 4 Golf Course Plat. Plat Book 88, Page 20. B.C.R. Said line bears South 62°17'32" West.
2. P.B. denotes Plat Book
3. Pg. denotes Page
4. B.C.R. denotes Broward County Records
5. This is not a survey, but only a graphic depiction shown hereon. No boundary corners were set in the field related to this sketch.

### Legend

P.O.B. = Point of Beginning  
P.O.C. = Point of Commencement  
O.R.B. = Official Records Book  
R = Radius  
L = Arc Length  
D = Central Angle (Delta)  
Sq. Ft. = Square Feet

Job No. 10-0218

Drawn By: DG

QA / QC: DG

FB. N/A PG.

Scale: N.T.S.





- Legal Description -

A portion of Tract "K", **Land Sec. 4 Golf Course Plat**, as recorded in Plat Book 88, Page 20, of the Public Records of Broward County, Florida, being more particularly described as follows:

**Commencing** at the Southwest corner, **Woodmont Tract 65**, according to the plat thereof, as recorded in Plat Book 91, Page 50, of the Public Records of Broward County, Florida, said point also being a point on the Westerly line of NW 80th Avenue as described in Official Records Book 6450, Page 688, of the Public Records of Broward County, Florida;

Thence, South 21°00'00" West, along said Westerly line, a distance of 93.07 feet to the **Point of Beginning**;

Thence, continue South 21°00'00" West, along said Westerly line, a distance of 233.03 feet to a point on the arc of a circular curve, concave to the North, having a radius of 120.00 feet and a central angle of 72°29'45"; a radial line bears from said point North 21°46'46" West;

Thence, Westerly along the arc of said curve, an arc distance of 151.83 feet;

Thence, North 87°27'29" West, a distance of 98.13 feet to the point of curvature of a circular curve, concave to the South, having a radius of 100.00 feet and a central angle of 19°55'40";

Thence, Westerly along the arc of said curve, an arc distance of 34.78 feet to the point of tangency;

Thence, South 72°36'51" West, a distance of 23.61 feet to the point of curvature of a circular curve, concave to the North, having a radius of 300.00 feet and a central angle of 19°38'59";

Thence, Westerly along the arc of said curve, an arc distance of 102.89 feet to the point of tangency;

Thence, North 87°44'10" West, a distance of 19.37 feet to the point of curvature of a circular curve, concave to the Northeast, having a radius of 213.00 feet and a central angle of 63°44'01";

Thence, Northwesternly along the arc of said curve, an arc distance of 236.393 feet;

Thence, North 65°59'51" East, a distance of 75.00 feet to a point on the arc of a circular curve, concave to the Southwest, having a radius of 161.08 feet and a central angle of 15°54'16"; a radial line bears from said point South 47°38'30" West;

Thence, Northwesternly along the arc of said curve, an arc distance of 44.71 feet;

Thence, North 80°45'38" East, a distance of 99.53 feet;

Thence, North 70°25'50" East, a distance of 81.44 feet to the point of curvature of a circular curve, concave to the South, having a radius of 175.46 and a central angle of 20°58'56";

Thence, Easterly along the arc of said curve, an arc distance of 64.26 feet;

Thence, South 87°27'29" East, a distance of 331.06 feet to the point of curvature of a circular curve, concave to the South, having a radius of 29.68 feet and a central angle of 44°15'40";

Thence, Southeasterly along the arc of said curve, an arc distance of 22.93 feet to a point on the arc of a circular curve, concave to the North, having a radius of 40.00 feet and a central angle of 81°19'41"; a radial line bears from said point North 51°00'36" East;

Thence, Easterly along the arc of said curve, an arc distance of 56.78 feet;

Thence, South 69°00'00" East, a distance of 8.78 feet to a point on the said West line of NW 80th Avenue and the **Point of Beginning**.

Said lands lying and being in the City of Tamarac, Broward County, Florida, and containing 130,810 square feet (3.00 acres) more or less.

**EXHIBIT "C"**

**LEGAL DESCRIPTION FOR THE COMMERCIAL PARCEL**



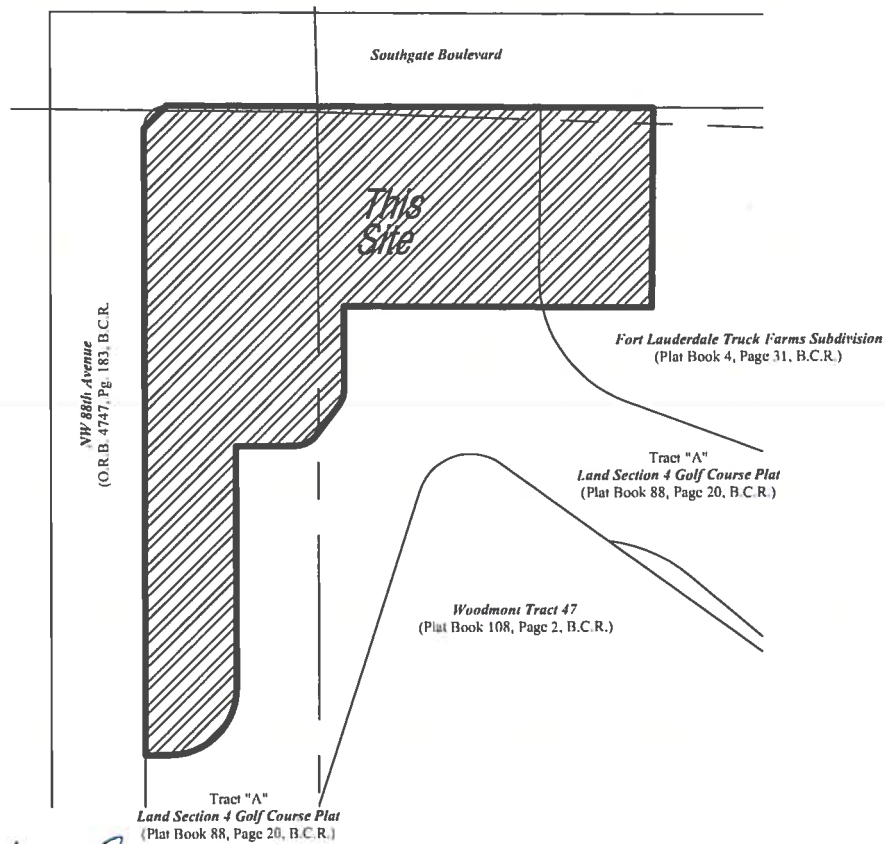


LB # 7682

Sheet 1 of 3

### - Sketch and Description -

Pod D



Dr. Sal

09-24-12

Dennis J. Gabriele  
Professional Surveyor and Mapper No. LS5709  
State of Florida

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Updates and Revisions		Date	By	QC	NOTE: The undersigned and DIG SURVEYING AND MAPPING, INC. make no representations or warranties as to the completeness of the information reflected hereon pertaining to easements, right-of-way, set-back lines, reservations, agreements or other matters of record. This instrument is intended to reflect as set forth only those interests shown by reference above. DIG SURVEYING AND MAPPING, INC. did not research the public records for matters affecting the lands shown. This instrument is the property of DIG SURVEYING AND MAPPING, INC. and shall not be reproduced in whole or in part without written permission of DIG SURVEYING AND MAPPING, INC.		
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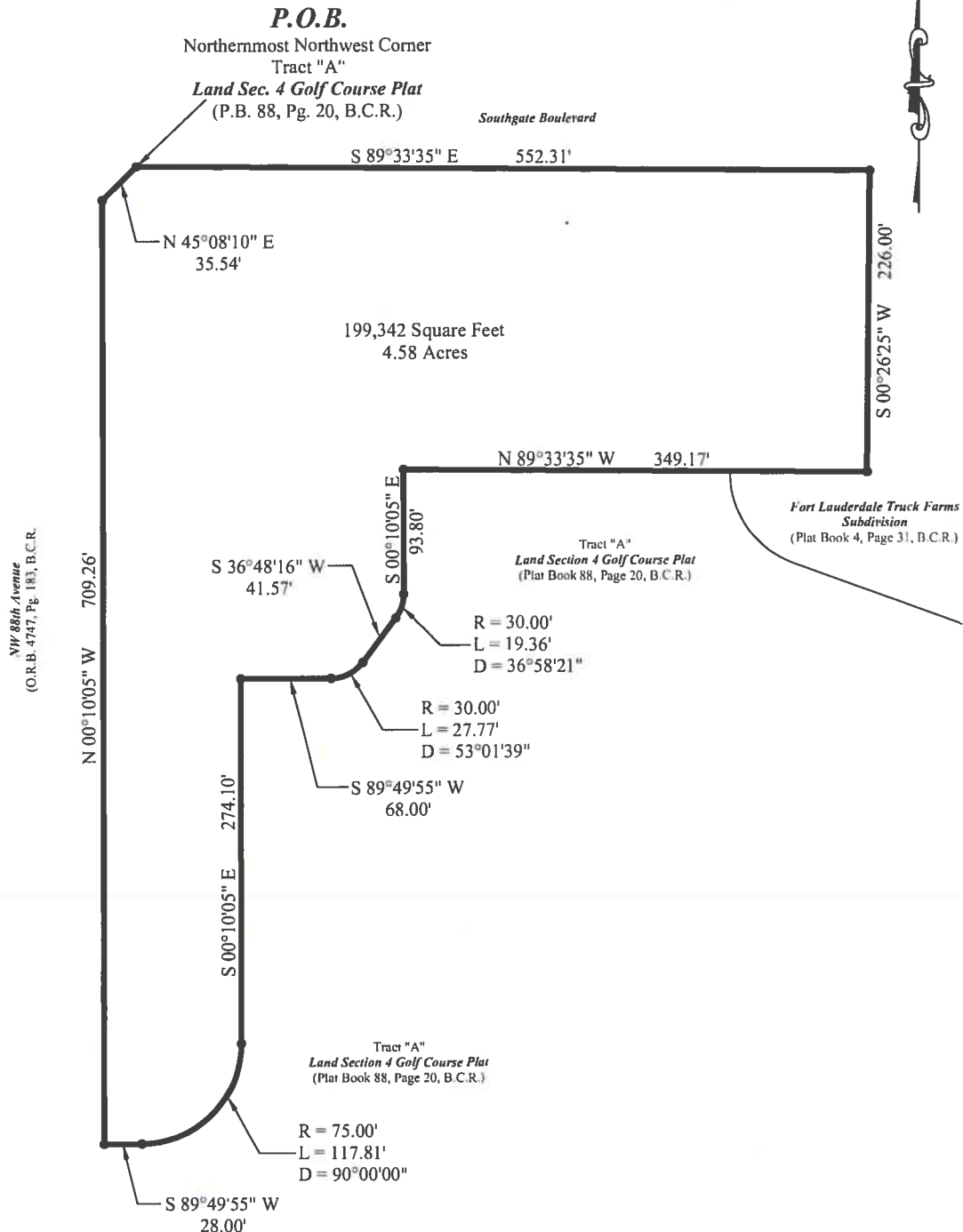
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LB # 7682

Sheet 2 of 3

## - Sketch and Description -



### Survey Notes

1. Bearing Reference: Bearings shown hereon are referenced to the South Line of Tract "I", **Land Sec. 4 Golf Course Plat**, Plat Book 88, Page 20, B.C.R. Said line bears South 62°17'32" West.
2. P.B. denotes Plat Book
3. Pg. denotes Page
4. B.C.R. denotes Broward County Records
5. This is not a survey, but only a graphic depiction shown hereon.  
No boundary corners were set in the field related to this sketch.

### Legend

P.O.B. = Point of Beginning  
P.O.C. = Point of Commencement  
O.R.B. = Official Records Book  
R = Radius  
L = Arc Length  
D = Central Angle (Delta)  
Sq. Ft. = Square Feet



- Legal Description -

A portion of Tract "A", **Land Sec. 4 Golf Course Plat**, as recorded in Plat Book 88, Page 20, of the Public Records of Broward County, Florida, and a portion of **Fort Lauderdale Truck Farms Subdivision**, as recorded in Plat Book 4, Page 31, of the Public Records of Broward County, Florida, all being more particularly described as follows:

**Beginning** at the Northernmost Northwest corner of said Tract "A", said point also being a point on the South line of Southgate Boulevard;  
Thence, South  $89^{\circ}33'35''$  East, along said South line of Southgate Boulevard, and the North line of said Tract "A", a distance of 552.31 feet;  
Thence, South  $00^{\circ}26'25''$  West, a distance of 226.00 feet;  
Thence, North  $89^{\circ}33'35''$  West, a distance of 349.17 feet;  
Thence, South  $00^{\circ}10'05''$  East, a distance of 93.80 feet to the point of curvature of a circular curve, concave to the West, having a radius of 30.00 feet and a central angle of  $36^{\circ}58'21''$ ;  
Thence, Southwesterly along the arc of said curve, an arc distance of 19.36 feet to the point of tangency;  
Thence, South  $36^{\circ}48'16''$  West, a distance of 41.57 feet to the point of curvature of a circular curve, concave to the North, having a radius of 30.00 feet and a central angle of  $53^{\circ}01'39''$ ;  
Thence, Southwesterly along the arc of said curve, an arc distance of 27.77 feet to the point of tangency;  
Thence, South  $89^{\circ}49'55''$  West, a distance of 68.00 feet;  
Thence, South  $00^{\circ}10'05''$  East, a distance of 274.10 feet to the point of curvature of a circular curve, concave to the West, having a radius of 75.00 feet and a central angle of  $90^{\circ}00'00''$ ;  
Thence, Southwesterly along the arc of said curve, an arc distance of 117.81 feet to the point of tangency;  
Thence, South  $89^{\circ}49'55''$  West, a distance of 28.00 feet to a point on the West line of said Tract "A", and a point on the East line of NW 88th Avenue, as recorded in Official Records Book 4747, Page 183, of the Public Records of Broward County, Florida;  
Thence, North  $00^{\circ}10'05''$  West, along said West line of Tract "A" and the East line of NW 88th Avenue, a distance of 709.26 feet;  
Thence, North  $45^{\circ}08'10''$  East, a distance of 35.54 feet to the **Point of Beginning**.

Said lands lying and being in the City of Tamarac, Broward County, Florida, and containing 199,342 square feet (4.58 acres) more or less.

**EXHIBIT "D"**

MASTER PLAN





**WOODMONT COUNTRY CLUB  
CONCEPTUAL MASTER PLAN**



AGE GROUP	PERCENT
18-24	10
25-34	20
35-44	30
45-54	40
55-64	50
65-74	60
75-84	70
85+	80

**SHEET #**  
**CMP.1**

**EXHIBIT “E”**

**SKETCH AND LEGAL DESCRIPTION OF WATERWAY AREAS  
AND NEW WATERWAY AREAS**





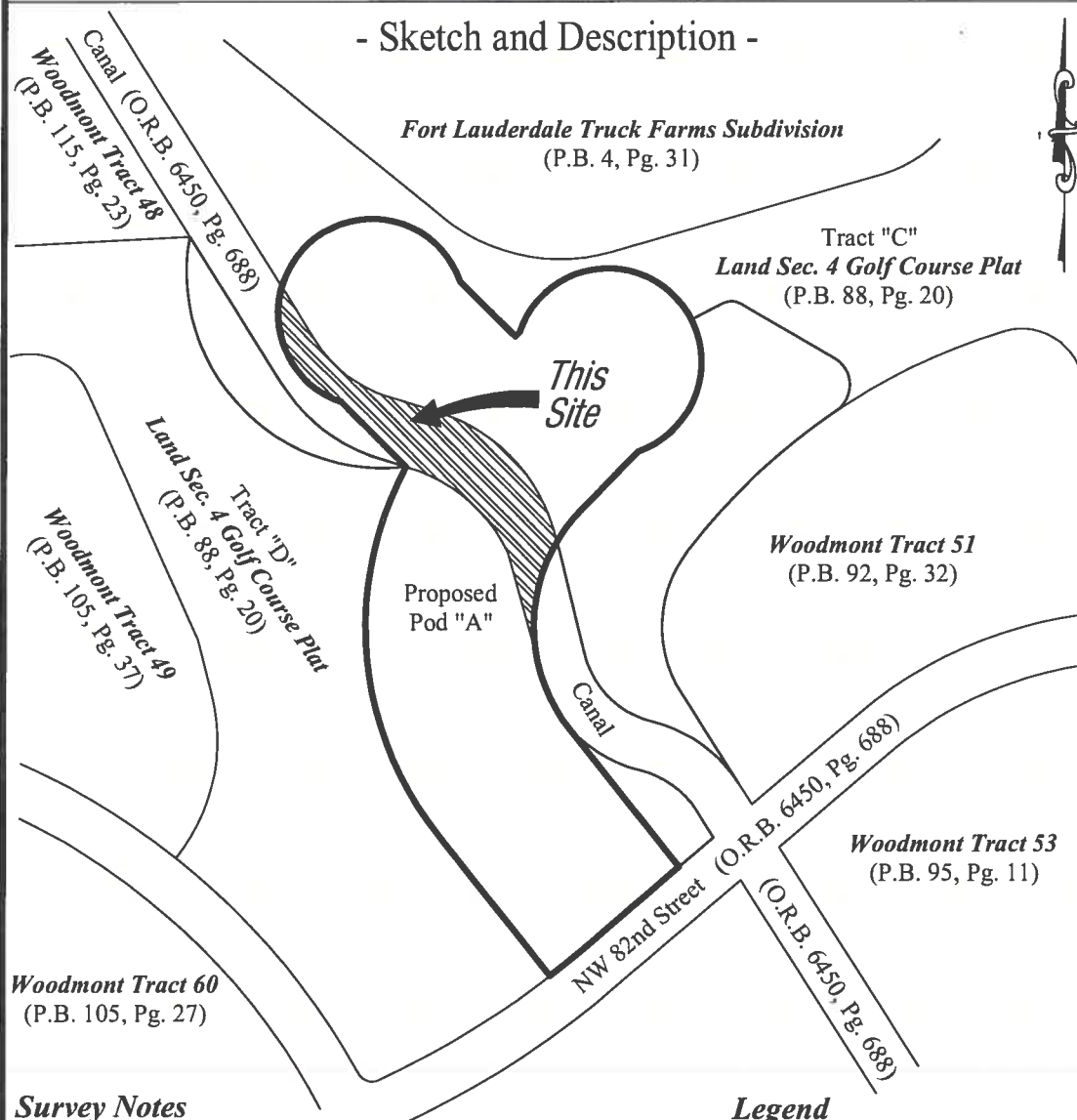
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LB # 7682

Sheet 1 of 3

## - Sketch and Description -



### Survey Notes

1. Bearing Reference: Bearings shown hereon are referenced to the South Line of Tract "I", **Land Sec. 4 Golf Course Plat**, Plat Book 88, Page 20, B.C.R. Said line bears South  $62^{\circ}17'32''$  West.
2. P.B. denotes Plat Book
3. Pg. denotes Page
4. All recordings referenced hereon can be found in the Public Records of Broward County, Florida.
5. This is not a survey, but only a graphic depiction shown hereon. No boundary corners were set in the field related to this sketch.

01-23-13

Dennis J. Gabriele  
Professional Surveyor and Mapper No. LS5709  
State of Florida

### Legend

P.O.B. = Point of Beginning  
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Updates and Revisions		Date	By	QC	NOTE: The undersigned and DJG SURVEYING AND MAPPING, INC. make no representations or guarantees as to the completeness of the information reflected hereon pertaining to easements, right-of-way, set-back lines, reservations, agreements or other matters of record. This instrument is intended to reflect or set forth only those items shown in the references above. DJG SURVEYING AND MAPPING, INC. did not research the public records for matters affecting the lands shown. This instrument is the property of DJG SURVEYING AND MAPPING, INC. and shall not be reproduced in whole or in part without written permission of DJG SURVEYING AND MAPPING, INC.	
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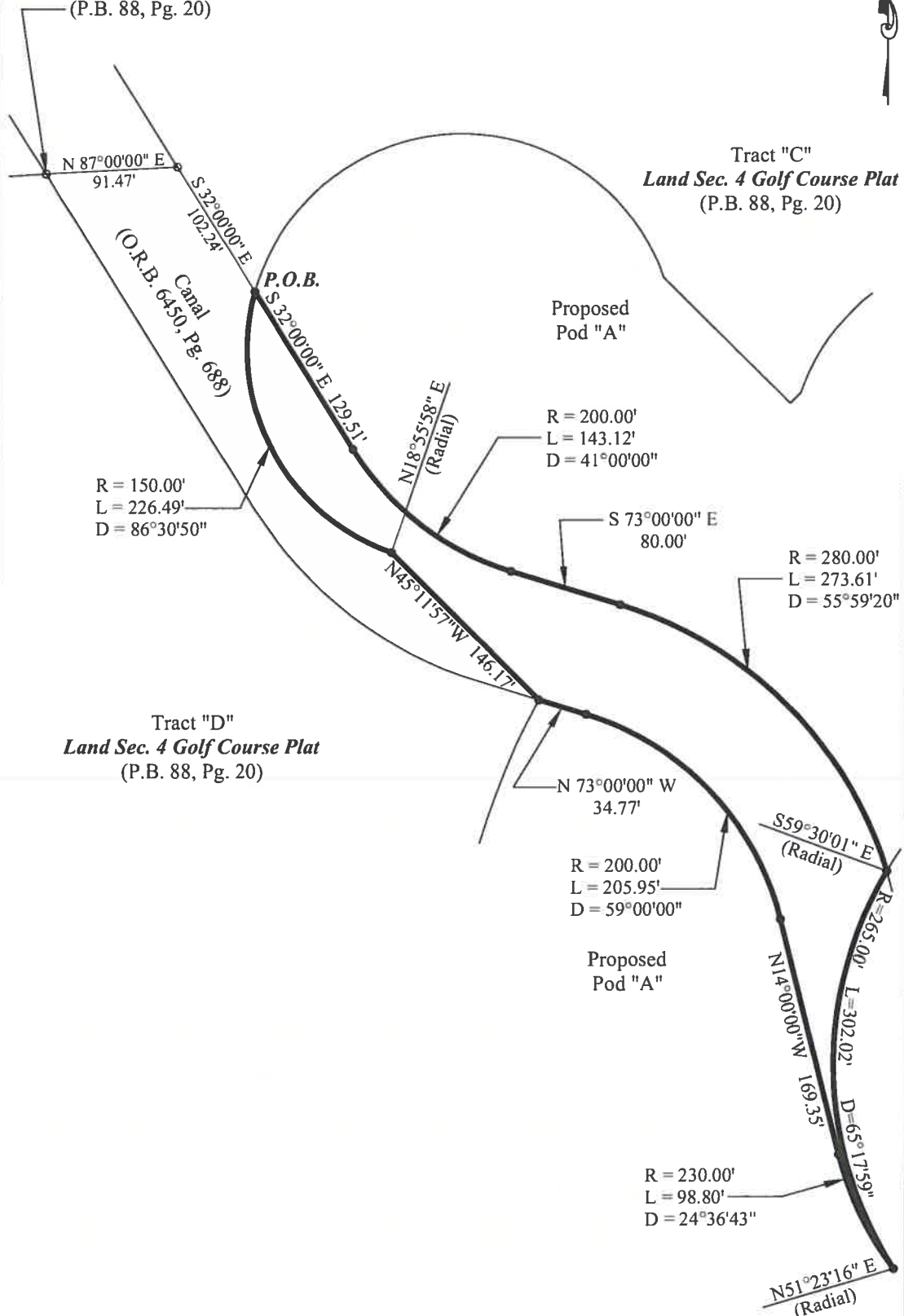
LB # 7682

Sheet 2 of 3

**P.O.C.**  
Northeast Corner  
Tract "D"  
**Land Sec. 4 Golf Course Plat**  
(P.B. 88, Pg. 20)

## - Sketch and Description -

Tract "C"  
**Land Sec. 4 Golf Course Plat**  
(P.B. 88, Pg. 20)







- Legal Description -

A portion of a canal, as recorded in Official Records Book 6450, Page 688, of the Public Records of Broward County, Florida, being more particularly described as follows:

**Commencing** at the Northeast corner of Tract "D", **Land Sec. 4 Golf Course Plat**, as recorded in Plat Book 88, Page 20, of the Public Records of Broward County, Florida;  
Thence, North  $87^{\circ}00'00''$  East, along the Easterly extension of said line, a distance of 91.47 feet to a point on the Easterly line of said canal;  
Thence, South  $32^{\circ}00'00''$  East, along said Easterly line, a distance of 102.24 feet to the **Point of Beginning**;

Thence, continue South  $32^{\circ}00'00''$  East, a distance of 129.51 feet to the point of curvature of a circular curve, concave to the Northeast, having a radius of 200.00 feet and a central angle of  $41^{\circ}00'00''$ ;

Thence, Southeasterly along the arc of said curve, an arc distance of 143.12 feet to the point of tangency;

Thence, South  $73^{\circ}00'00''$  East, a distance of 80.00 feet to the point of curvature of a circular curve, concave to the Southwest, having a radius of 280.00 feet and a central angle of  $55^{\circ}59'20''$ ;

Thence, Southeasterly along the arc of said curve, an arc distance of 273.61 feet to a point of cusp of a circular curve, concave to the East, having a radius of 265.00 feet and a central angle of  $65^{\circ}17'59''$ , a radial line bears from said point South  $59^{\circ}30'01''$  East;

Thence, Southerly along the arc of said curve, an arc distance of 302.02 feet to a point of cusp of a circular curve, concave to the East, having a radius of 230.00 feet and a central angle of  $24^{\circ}36'43''$ , a radial line bears from said point North  $51^{\circ}23'16''$  East;

Thence, Northerly along the arc of said curve, an arc distance of 98.80 feet to the point of tangency;

Thence, North  $14^{\circ}00'00''$  West, a distance of 169.35 feet to the point of curvature of a circular curve, concave to the Southwest, having a radius of 200.00 feet and a central angle of  $59^{\circ}00'00''$ ;

Thence, Northwesterly along the arc of said curve, an arc distance of 205.95 feet to the point of tangency;

Thence, North  $73^{\circ}00'00''$  West, a distance of 34.77 feet;

Thence, North  $45^{\circ}11'57''$  West, a distance of 146.17 feet to a point of cusp of a circular curve, concave to the East, having a radius of 150.00 feet and a central angle of  $86^{\circ}30'50''$ , a radial line bears from said point North  $18^{\circ}55'58''$  East;

Thence, Northwesterly and Northerly along the arc of said curve, an arc distance of 226.49 feet to the **Point of Beginning**.

Said lands lying and being in the City of Tamarac, Broward County, Florida, and containing 40,486.15 square feet (0.929 acres) more or less.



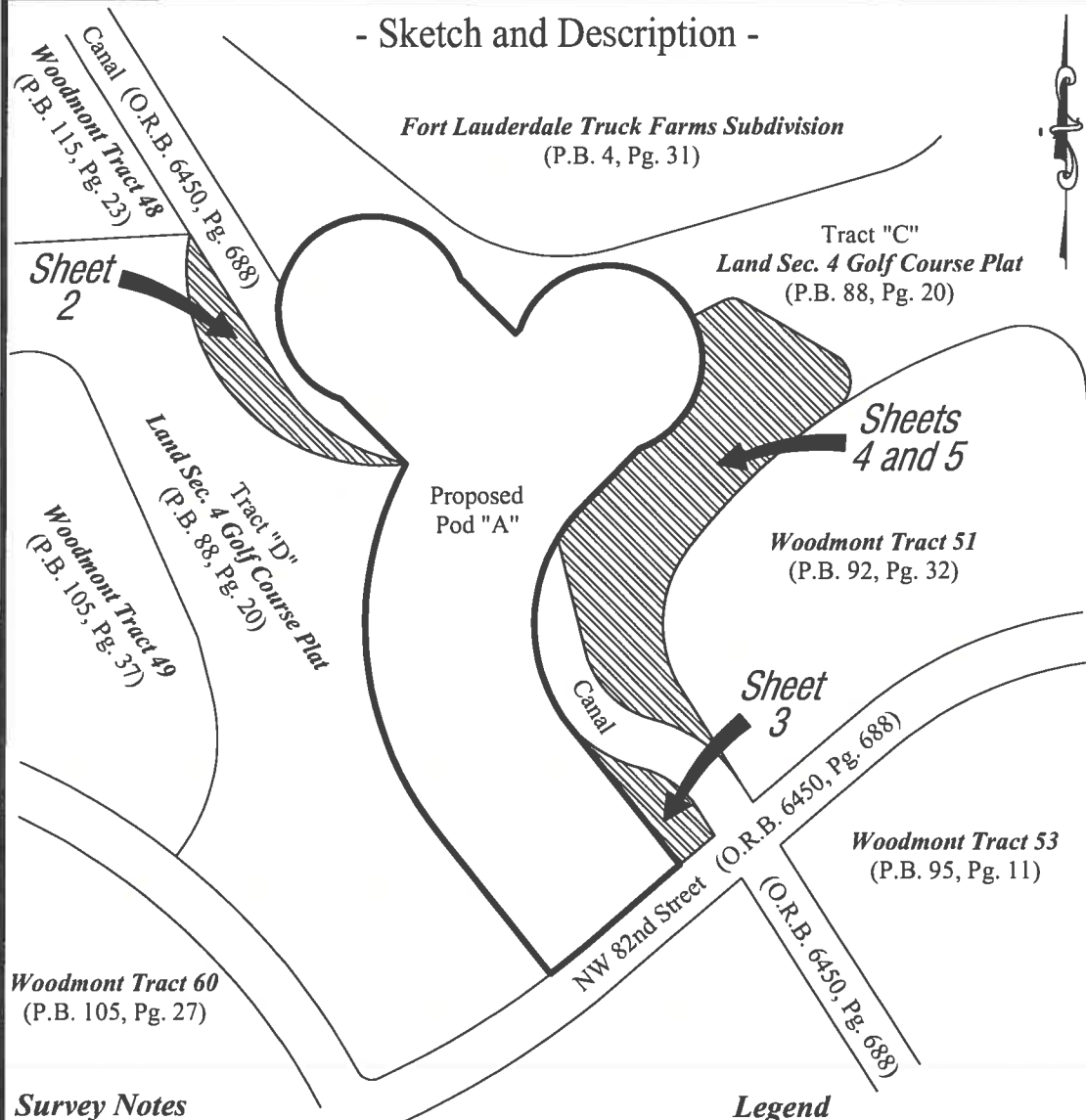
# DJG Surveying and Mapping, Inc.

6750 NW 9th Court Margate, Florida 33063  
Phone: (954) 675-7244 Email: djgsurvey@yahoo.com

LB # 7682

Sheet 1 of 5

## - Sketch and Description -



### Survey Notes

1. Bearing Reference: Bearings shown hereon are referenced to the South Line of Tract "I", **Land Sec. 4 Golf Course Plat**, Plat Book 88, Page 20, B.C.R. Said line bears South 62°17'32" West.
2. P.B. denotes Plat Book
3. Pg. denotes Page
4. All recordings referenced hereon can be found in the Public Records of Broward County, Florida.
5. This is not a survey, but only a graphic depiction shown hereon. No boundary corners were set in the field related to this sketch.

01-23-13

Dennis J. Gabriele  
Professional Surveyor and Mapper No. LS5709  
State of Florida

### Legend

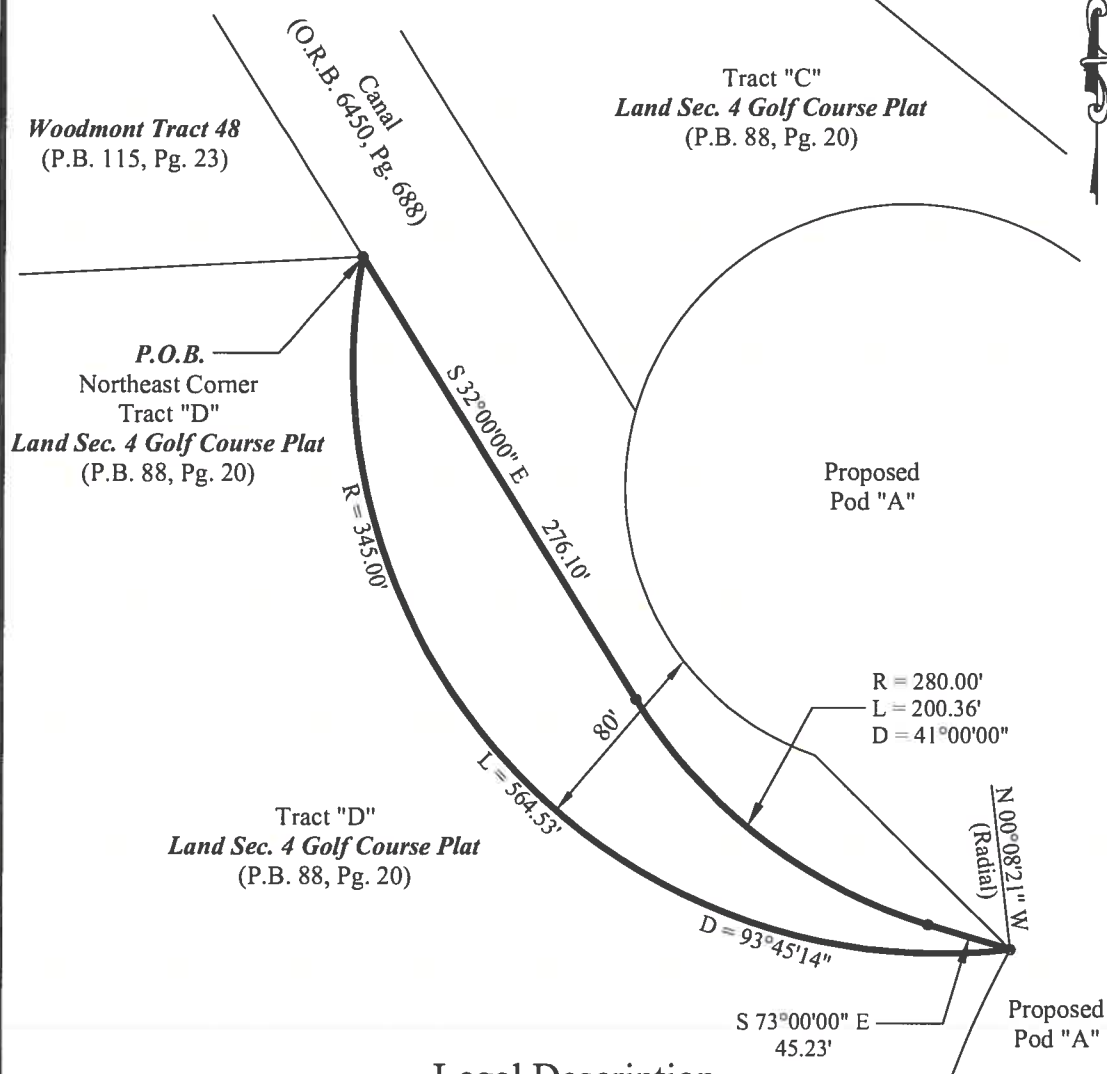
P.O.B. = Point of Beginning  
P.O.C. = Point of Commencement  
O.R.B. = Official Records Book  
B.C.R. = Broward County Records  
R = Radius  
L = Arc Length  
D = Central Angle (Delta)  
Sq. Ft. = Square Feet

Not Valid without the signature  
and original raised seal of a Florida  
licensed Surveyor and Mapper

Updates and Revisions		Date	By	QC	NOTE: The undersigned and DJG SURVEYING AND MAPPING, INC. make no representations or guarantees as to the completeness of the information reflected hereon pertaining to easements, right-of-way, set-back lines, reservations, agreements or other matters of record. This instrument is intended to reflect or set forth only those items shown in the references above. DJG SURVEYING AND MAPPING, INC. did not research the public records for matters affecting the lands shown. This instrument is the property of DJG SURVEYING AND MAPPING, INC. and shall not be reproduced in whole or in part without written permission of DJG SURVEYING AND MAPPING, INC.
Job No. 10-0218	Drawn By: MRK	QA / QC: DG	FB.	PG.	Scale: Not to Scale



## - Sketch and Description -



## - Legal Description -

A portion of Tract "D", *Land Sec. 4 Golf Course Plat*, according to the plat thereof, as recorded in Plat Book 88, Page 20, of the Public Records of Broward County, Florida, being more particularly described as follows:

**Beginning** at the Northeast corner of said Tract "D", said point also being a point on the Westerly line of a Canal, as recorded in Official Records Book 6450, Page 688, of the Public Records of Broward County, Florida;  
Thence, South 32°00'00" East, along said Westerly line, a distance of 276.10 feet to the point of curvature of a circular curve, concave to the Northeast, having a radius of 280.00 feet and a central angle of 41°00'00";  
Thence, Southeasterly along said Westerly line, and the arc of said curve, an arc distance of 200.36 feet to the point of tangency;  
Thence, continuing along said Westerly line, South 73°00'00" East, a distance of 45.23 feet to a point on the arc of a circular curve, concave to the Northeast, having a radius of 345.00 feet and a central angle of 93°45'14", a radial line bears from said point North 00°08'21" West;  
Thence, Northwesternly and Northerly along the arc of said curve, an arc distance of 564.53 feet to the **Point of Beginning**.

Said lands lying and being in the City of Tamarac, Broward County, Florida, and containing 20,532.12 square feet (0.47 acres) more or less.



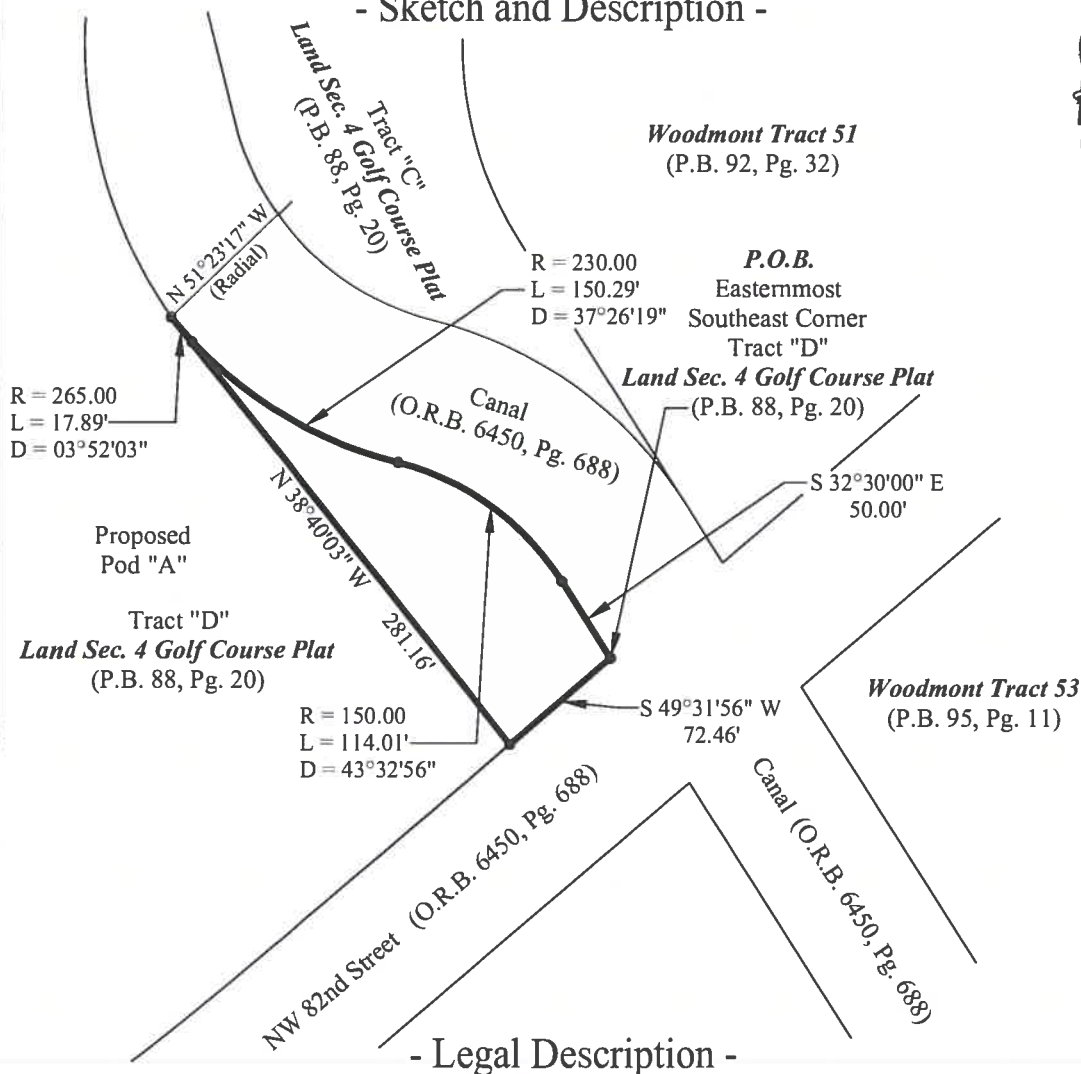
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Phone: (954) 675-7244 Email: djgsurvey@yahoo.com

LB # 7682

Sheet 3 of 5

## - Sketch and Description -



## - Legal Description -

A portion of Tract "D", *Land Sec. 4 Golf Course Plat*, according to the plat thereof, as recorded in Plat Book 88, Page 20, of the Public Records of Broward County, Florida, being more particularly described as follows:

**Beginning** at the Easternmost Southeast corner of said Tract "D", said point also being a point on the Westerly line of a Canal, as recorded in Official Records Book 6450, Page 688, of the Public Records of Broward County, Florida and also being a point on the Northerly line of NW 82nd Avenue, as recorded in Official Records Book 6450, Page 688, of the Public Records of Broward County, Florida;  
Thence, South 49°31'56" West, along said Northerly line, a distance of 72.46 feet;  
Thence, North 38°40'03" West, a distance of 281.16 feet to the point of curvature of a circular curve, concave to the Northeast, having a radius of 265.00 feet and a central angle of 03°52'03", said point also being a point on the Westerly line of said Canal;  
Thence, Northerly along the arc of said curve, and Westerly line of said Canal, an arc distance of 17.89 feet to a point on the arc of a circular curve, concave to the Northeast, having a radius of 230.00 feet and a central angle of 37°26'19", a radial line bears from said point North 51°23'17" West;  
Thence, Southeasterly along the arc of said curve, and Westerly line of said Canal, an arc distance of 150.29 feet to the point of reverse curvature of a circular curve, concave to the Southwest, having a radius of 150.00 feet and a central angle of 43°32'56";  
Thence, Southeasterly along the arc of said curve, and Westerly line of said Canal, an arc distance of 114.01 feet;  
Thence, South 32°30'00" East, a distance of 50.00 feet to the **Point of Beginning**.

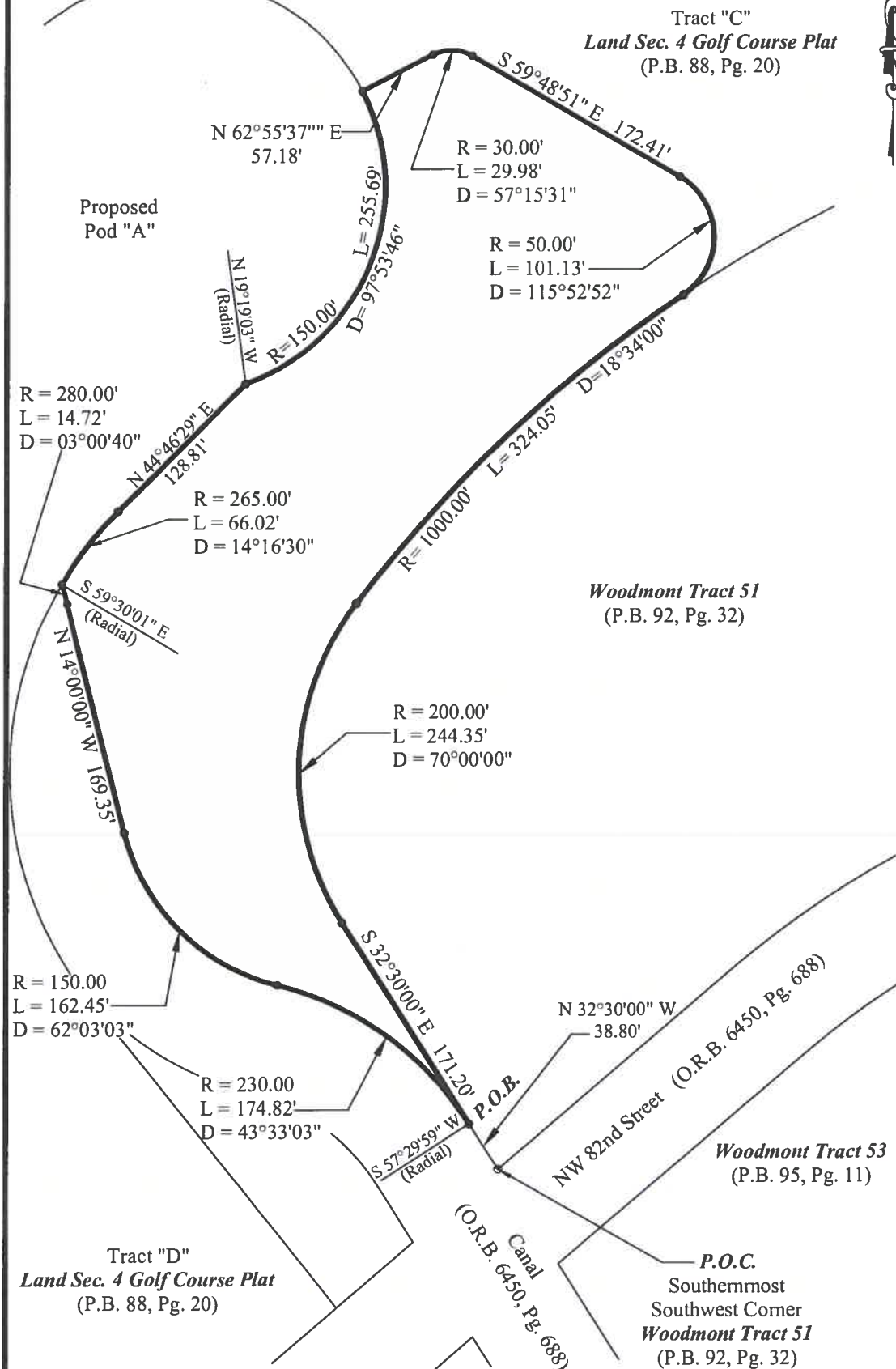
Said lands lying and being in the City of Tamarac, Broward County, Florida, and containing 13,530.05 square feet (0.311 acres) more or less.



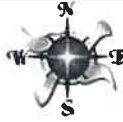
LB # 7682

Sheet 4 of 5

### - Sketch and Description -







## - Legal Description -

A portion of Tract "C", **Land Sec. 4 Golf Course Plat**, according to the plat thereof, as recorded in Plat Book 88, Page 20, of the Public Records of Broward County, Florida, being more particularly described as follows:

**Commencing** at the Southernmost Southwest corner of **Woodmont Tract 51**, according to the plat thereof, as recorded in Plat Book 92, Page 32, of the Public Records of Broward County, Florida, said point also being a point on the Northerly right-of-way line of NW 82nd Street;

Thence, North  $32^{\circ}30'00''$  West, along the Westerly line of said **Woodmont Tract 51**, a distance of 38.80 feet to the **Point of Beginning**, said point also being a point on the arc of a circular curve, concave to the Southwest, having a radius of 230.00 feet and a central angle of  $43^{\circ}33'03''$ , a radial line bears from said point South  $57^{\circ}29'59''$  West;

Thence, Northwesterly along the arc of said curve, an arc distance of 174.82 feet to the point of reverse curvature of a circular curve, concave to the North, having a radius of 150.00 feet and a central angle of  $62^{\circ}03'03''$ ;

Thence, Westerly and Northwesterly along the arc of said curve, an arc distance of 162.45 feet to the point of tangency;

Thence, North  $14^{\circ}00'00''$  West, a distance of 169.35 feet to the point of curvature of a circular curve, concave to the Southwest, having a radius of 280.00 feet and a central angle of  $03^{\circ}00'40''$ ;

Thence, Northwesterly along the arc of said curve, an arc distance of 14.72 feet to a point of cusp of a circular curve, concave to the East, having a radius of 265.00 feet and a central angle of  $14^{\circ}16'30''$ , a radial line bears from said point South  $59^{\circ}30'01''$  East;

Thence, Northeasterly along the arc of said curve, an arc distance of 66.02 feet to the point of tangency;

Thence, North  $44^{\circ}46'29''$  East, a distance of 128.81 feet to a point of cusp of a circular curve, concave to the West, having a radius of 150.00 feet and a central angle of  $97^{\circ}53'46''$ , a radial line bears from said point North  $19^{\circ}19'03''$  West;

Thence, Easterly, Northerly and Westerly along the arc of said curve, an arc distance of 255.69 feet to a point on a radial line;

Thence, North  $62^{\circ}55'37''$  East, a distance of 57.18 feet to the point of curvature of a circular curve, concave to the South, having a radius of 30.00 feet and a central angle of  $57^{\circ}15'31''$ ;

Thence, Northeasterly along the arc of said curve, an arc distance of 29.98 feet to the point of tangency;

Thence, South  $59^{\circ}48'51''$  East, a distance of 172.41 feet to the point of curvature of a circular curve, concave to the West, having a radius of 50.00 feet and a central angle of  $115^{\circ}52'52''$ ;

Thence, Southeasterly, Southerly and Southwesterly along the arc of said curve, an arc distance of 101.13 feet to a point on the Northerly line of said **Woodmont Tract 51**, and the point of reverse curvature of a circular curve, concave to the Southeast, having a radius of 1000.00 feet and a central angle of  $18^{\circ}34'00''$ ;

Thence, Southwesterly along the arc of said curve, and continuing along said Northerly line, an arc distance of 324.05 feet to the point of compound curvature of a circular curve, concave to the East, having a radius of 200.00 feet and a central angle of  $70^{\circ}00'00''$ ;

Thence, Westerly and Southerly along the arc of said curve, and the Westerly line of said **Woodmont Tract 51**, an arc distance of 244.35 feet to the point of tangency;

Thence, South  $32^{\circ}30'00''$  East, along said Westerly line, a distance of 171.20 feet to the **Point of Beginning**.

Said lands lying and being in the City of Tamarac, Broward County, Florida, and containing 122,104.96 square feet (2.803 acres) more or less.

**EXHIBIT "F"**

LEGAL DESCRIPTION OF GOLF COURSE PARCEL



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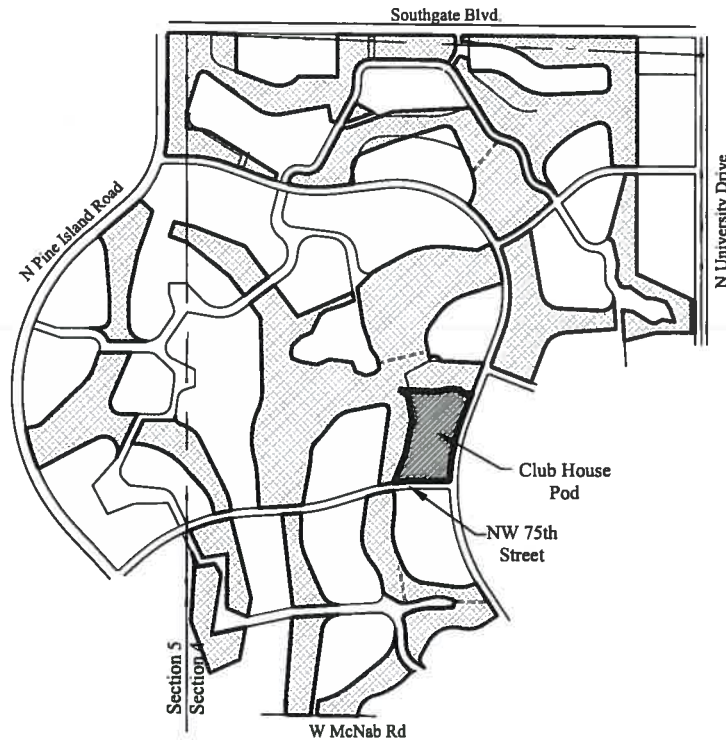
6750 NW 9TH COURT  
MARGATE, FLORIDA 33063  
PHONE: 954-675-7244  
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www.djgsurvey.com

- Sketch and Description -  
*Golf Course Parcel*

Sheet 1 of 45




Location Map  
Not to Scale



No.	REVISIONS	DATE

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

  
02/07/2014  
DENNIS J. GABRIELE  
Professional Surveyor and Mapper  
NO. LS 5709  
State of Florida

**JOB NO. 10-0218    DRAWN BY: MRK    QC: DJG    SCALE: NTS**



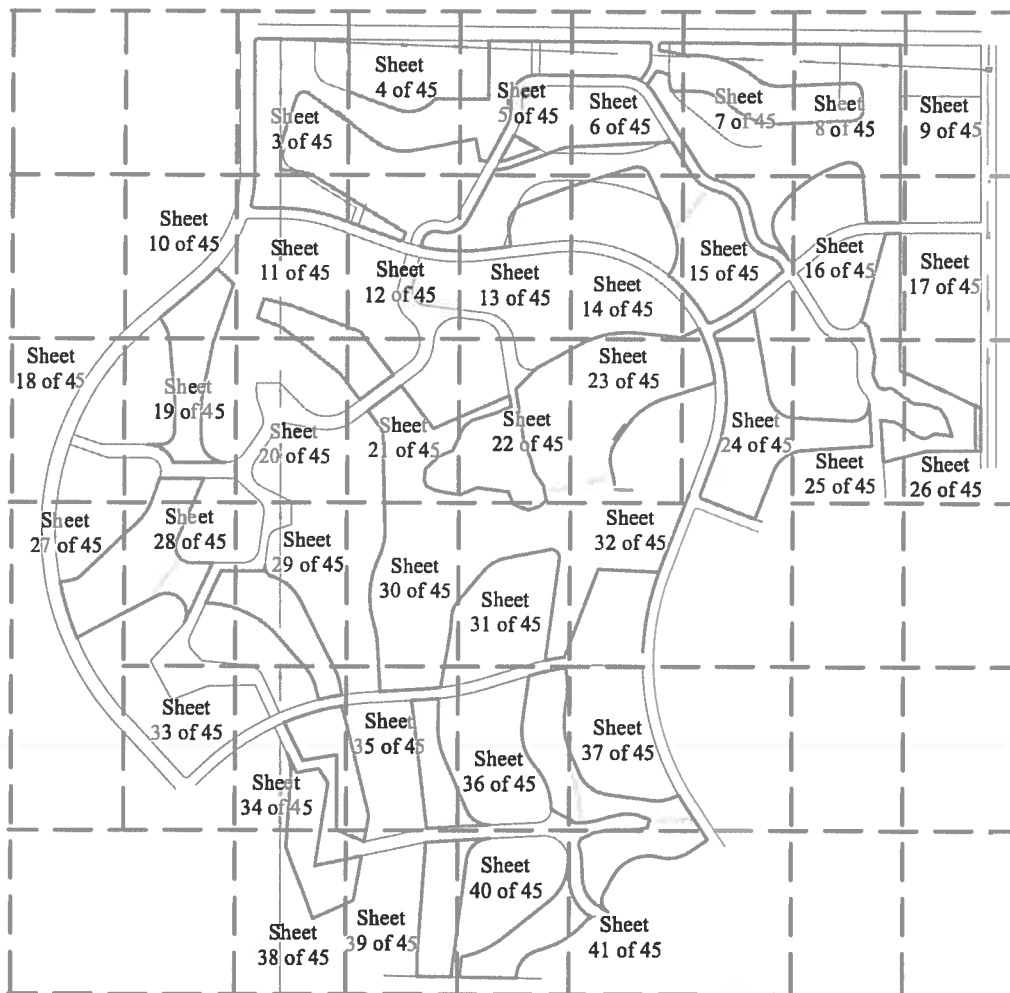


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**Sheet 2 of 45**

## KEY SHEET



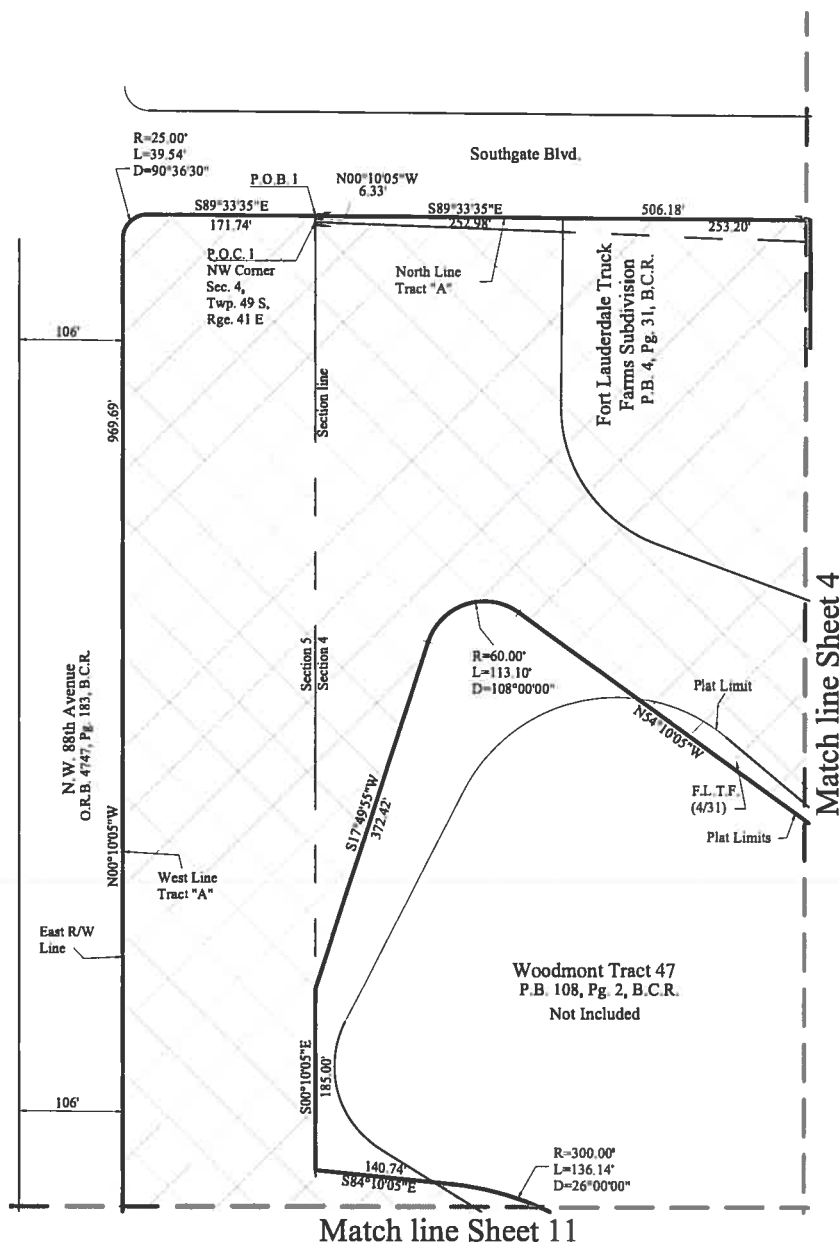
### **SURVEYOR'S NOTES:**

1. BEARING REFERENCE: The Bearings shown hereon are referenced to the recorded plat.
2. This is not a survey, but only a graphic depiction of the land shown hereon and its calculated legal description. No boundary corners were set in the field related to this sketch.
3. All recordings shown hereon are referenced to the Public Records of Broward County, Florida.



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S



P.O.B. = Point of Beginning  
P.O.C. = Point of Commencement  
P.O.T. = Point of Termination  
P.B. = Plat Book  
Pg. = Page

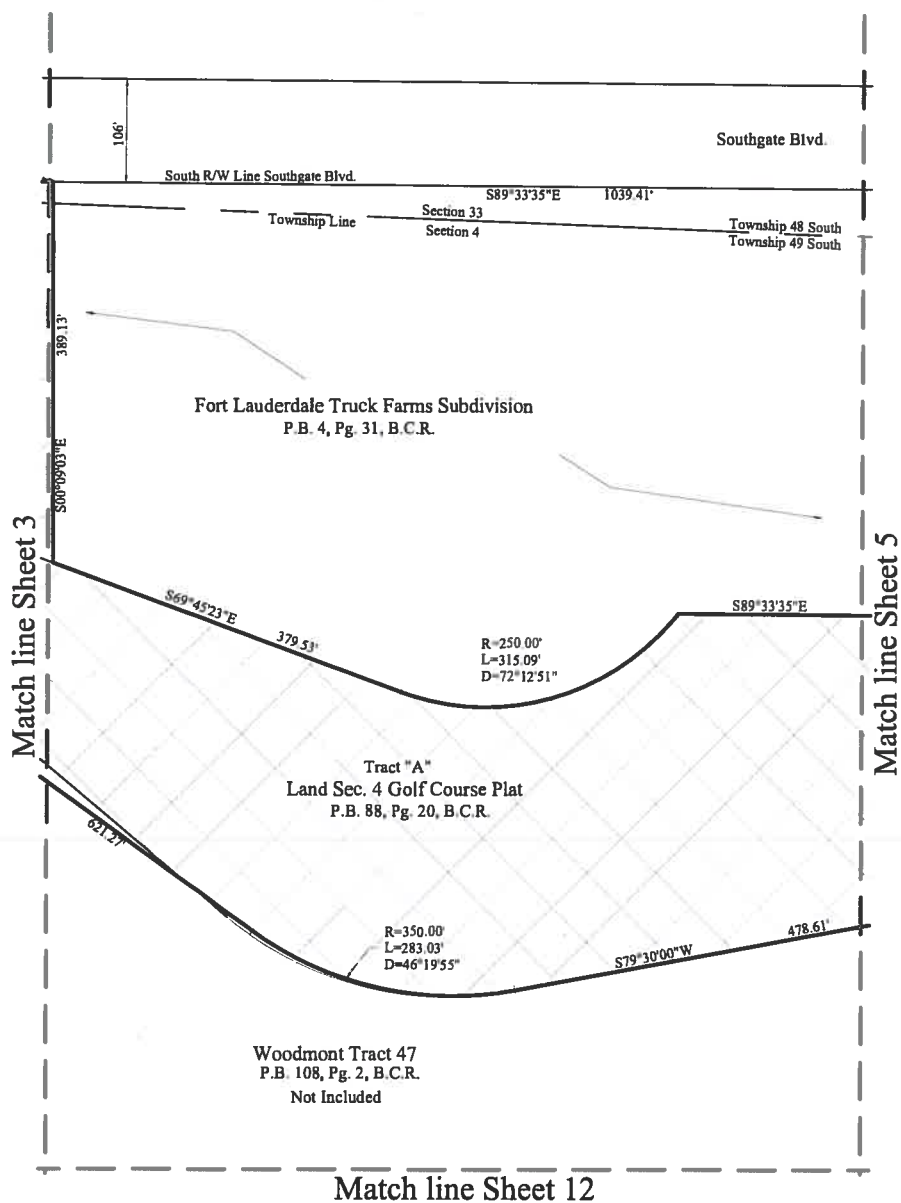
B.C.R. = Broward County Records  
R = Radius  
L = Arc Length  
D = Delta (Central Angle)



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Sheet 4 of 45



## Legend

P.O.B. = Point of Beginning

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P.O.T. = Point of Termination

P.B. = Plat Book

Pg. = Page

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- P.O.B. = Point of Beginning  
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P.O.B. = Point of Beginning  
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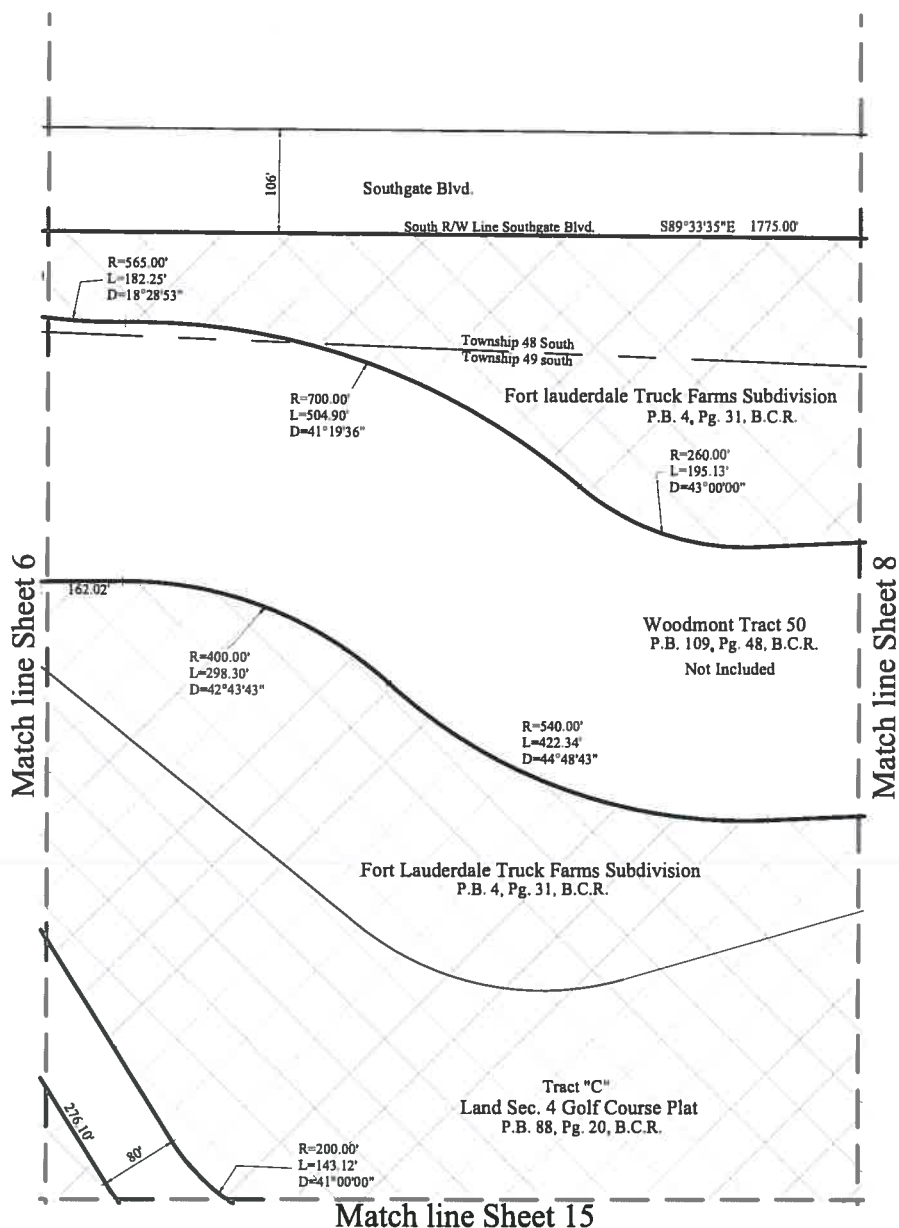
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## Legend

P.O.B. = Point of Beginning

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P.O.T. = Point of Termination

P.B. = Plat Book

Pg. = Page

B.C.R. = Broward County Records

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L = Arc Length

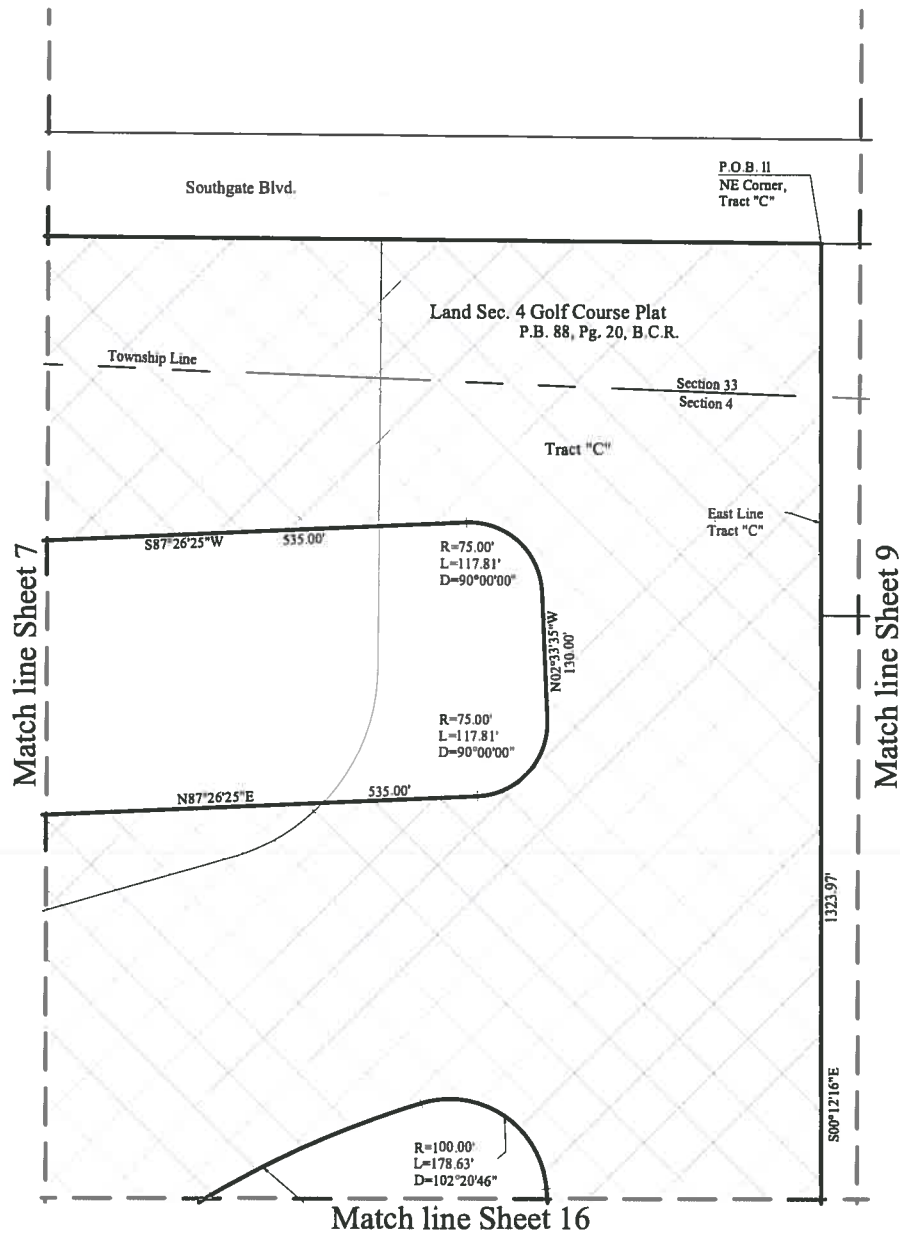
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## Legend

P.O.B. = Point of Beginning  
P.O.C. = Point of Commencement  
P.O.T. = Point of Termination  
P.B. = Plat Book  
Pg. = Page

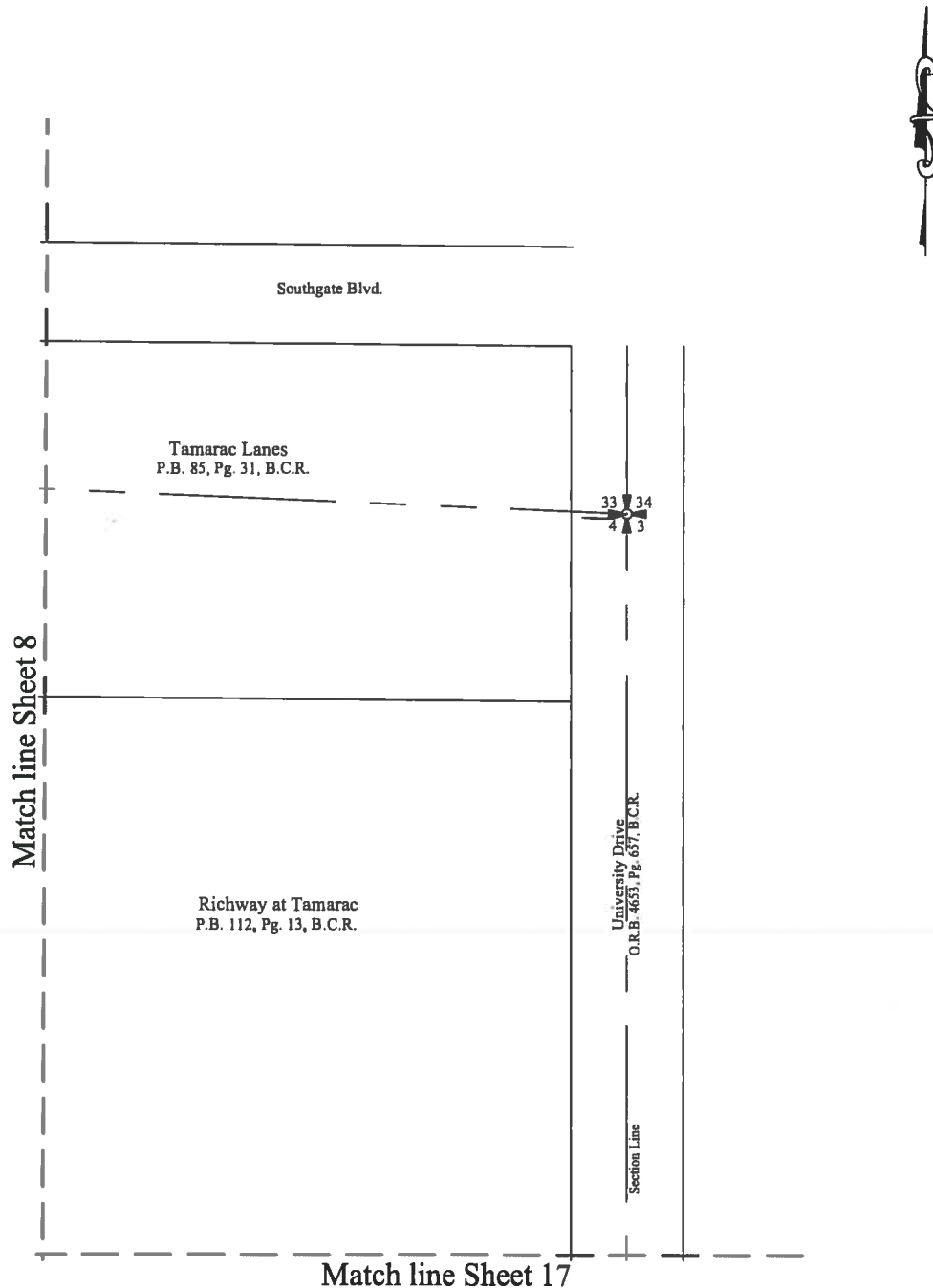
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## **Legend**

P.O.B. = Point of Beginning  
P.O.C. = Point of Commencement  
P.O.T. = Point of Termination  
P.B. = Plat Book  
Pg. = Page

B.C.R. = Broward County Records  
R = Radius  
L = Arc Length  
D = Delta (Central Angle)

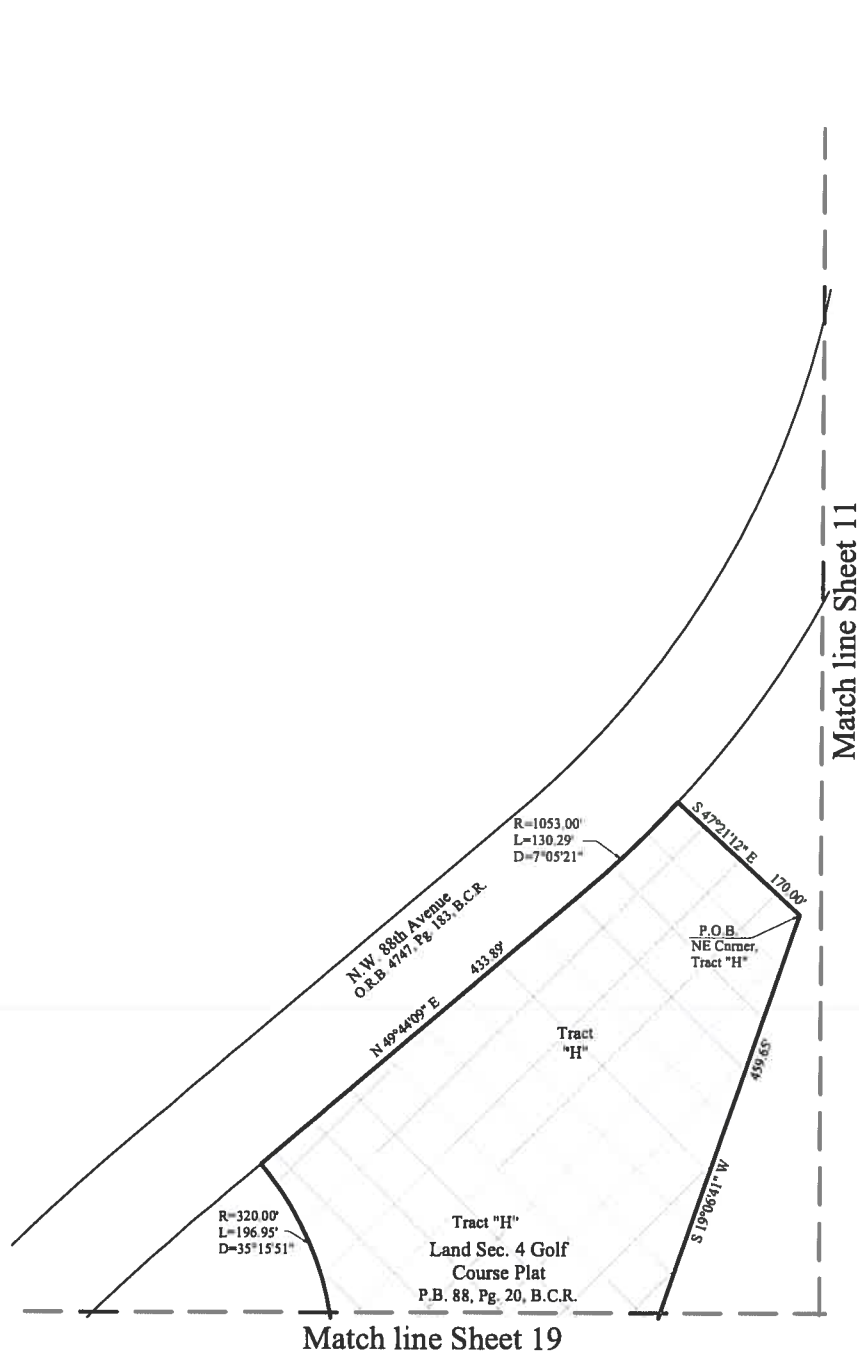




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## Legend

P.O.B. = Point of Beginning

P.O.C. = Point of Commencement

P.O.T. = Point of Termination

P.B. = Plat Book

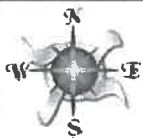
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R = Radius

L = Arc Length

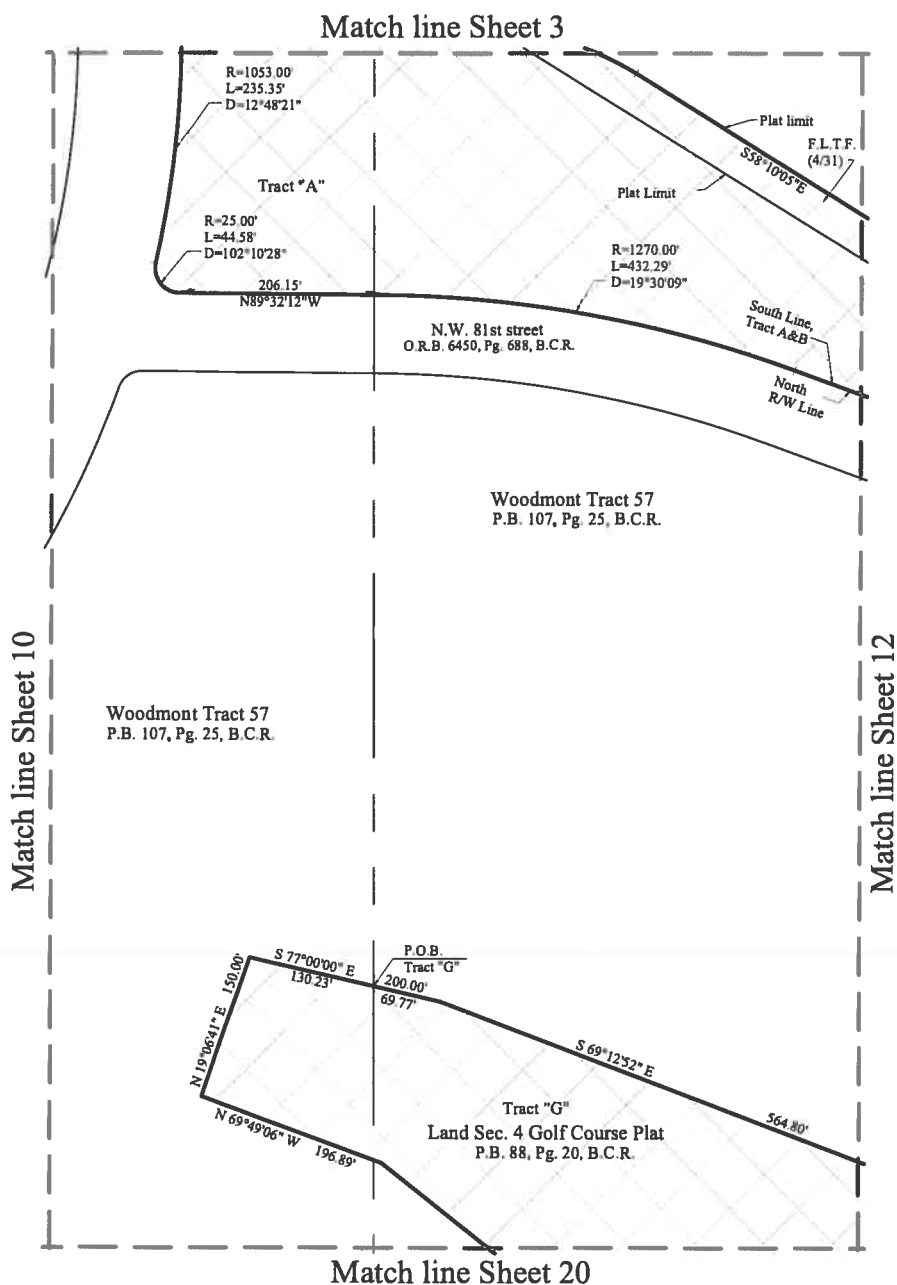
D = Delta (Central Angle)



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## Legend

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P.O.T. = Point of Termination

P.B. = Plat Book

Pg. = Page

B.C.R. = Broward County Records

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L = Arc Length

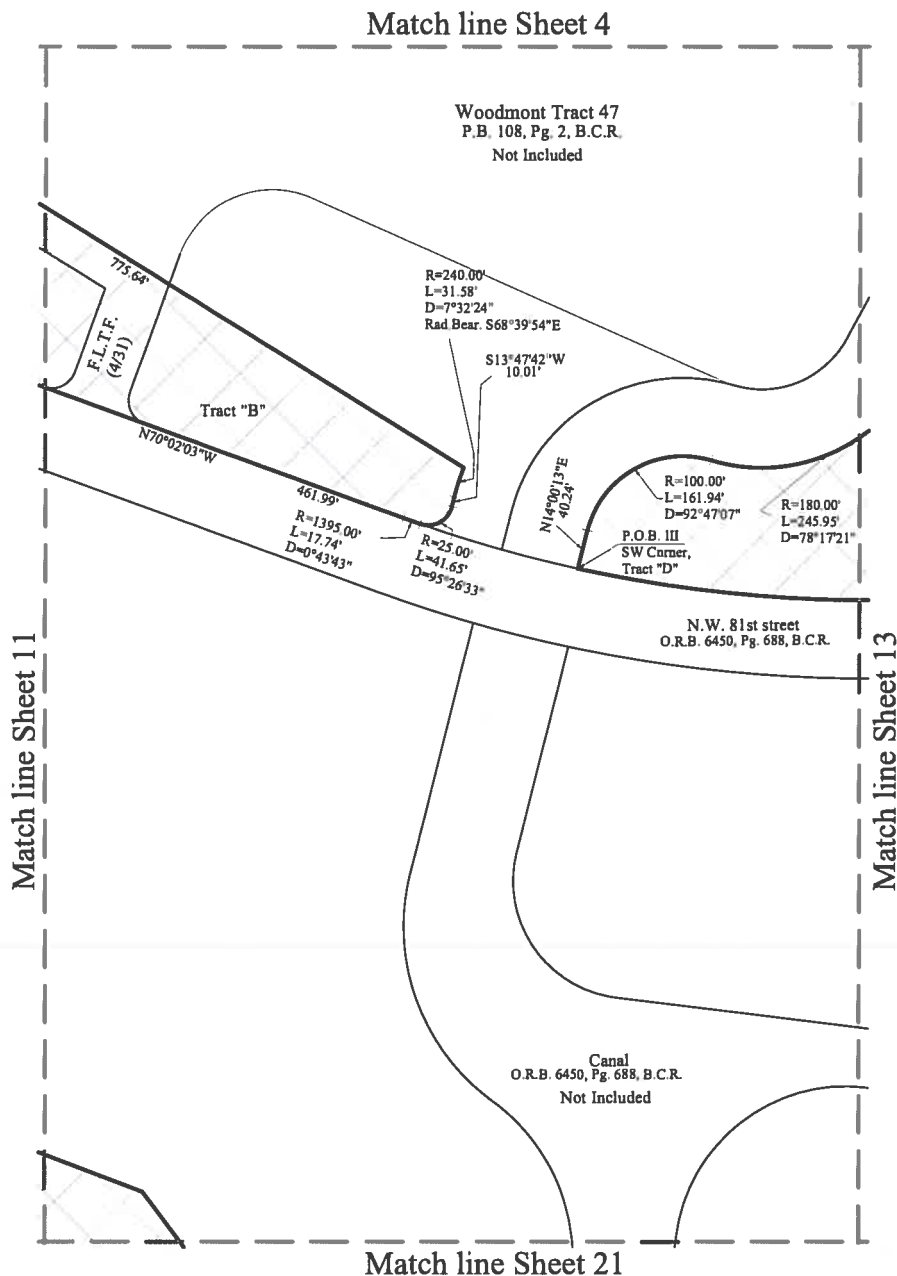
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**Sheet 12 of 45**



## Legend

P.O.B. = Point of Beginning

P.O.C. = Point of Commencement

P.O.T. = Point of Termination

P.B. = Plat Book

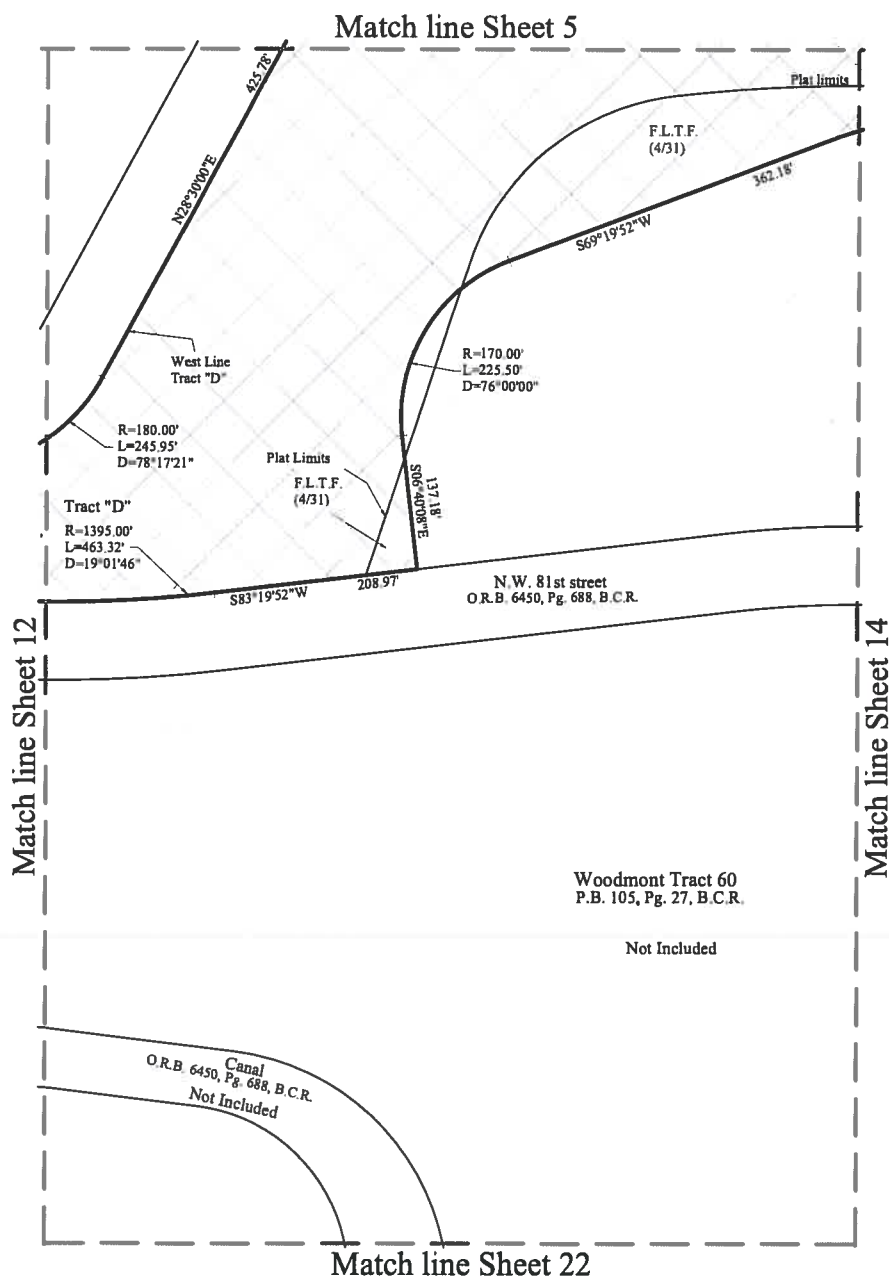
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B.C.R. = Broward County Records

R = Radius

L = Arc Length

D = Delta (Central Angle)



**Legend**

P.O.B. = Point of Beginning

P.O.C. = Point of Commencement

P.O.T. = Point of Termination

P.B. = Plat Book

Pg. = Page

B.C.R. = Broward County Records

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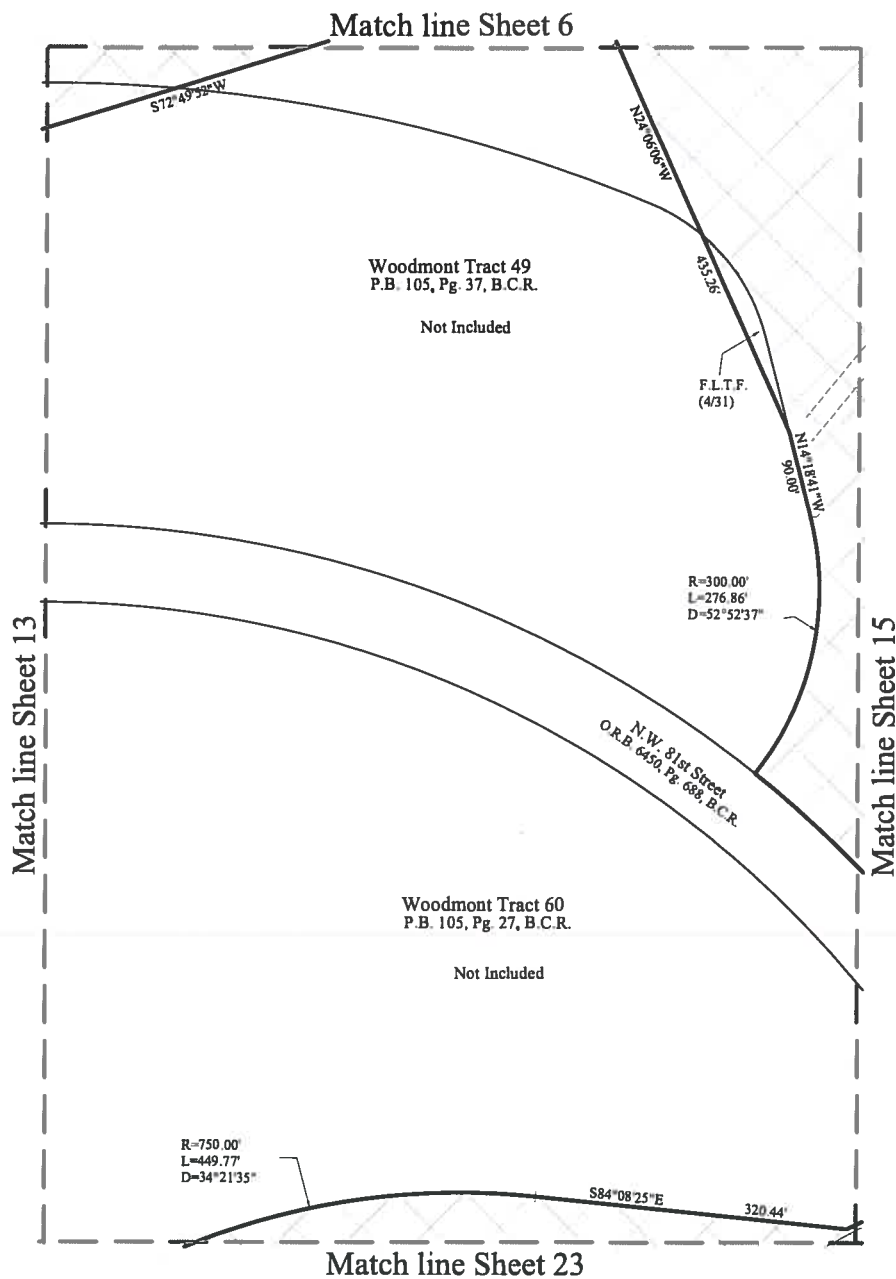
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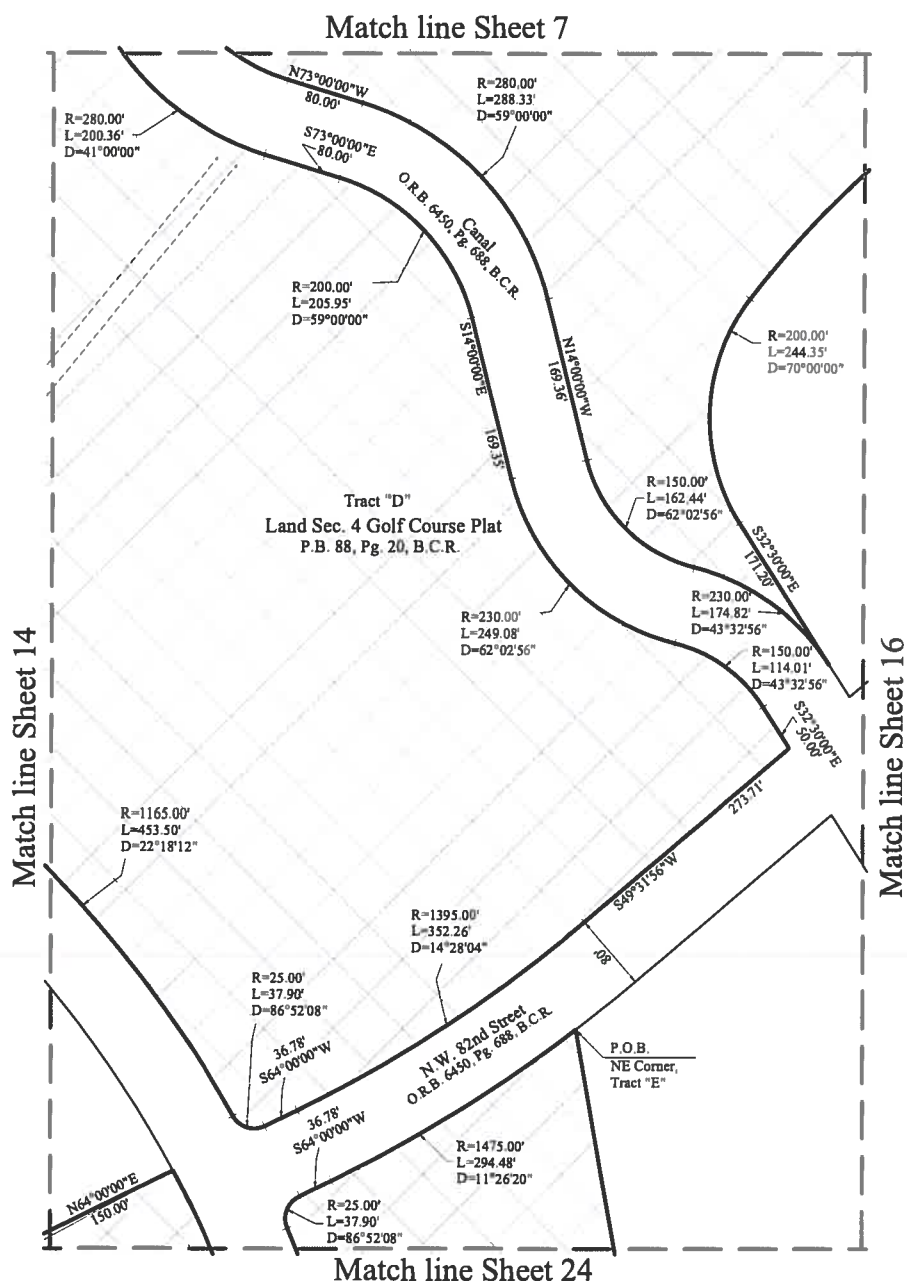
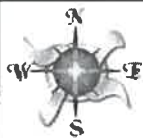
**Sheet 14 of 45**



## Legend

P.O.B. = Point of Beginning  
P.O.C. = Point of Commencement  
P.O.T. = Point of Termination  
P.B. = Plat Book  
Pg. = Page

B.C.R. = Broward County Records  
R = Radius  
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**Legend**

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P.B. = Plat Book

Pg. = Page

B.C.R. = Broward County Records

R = Radius

L = Arc Length

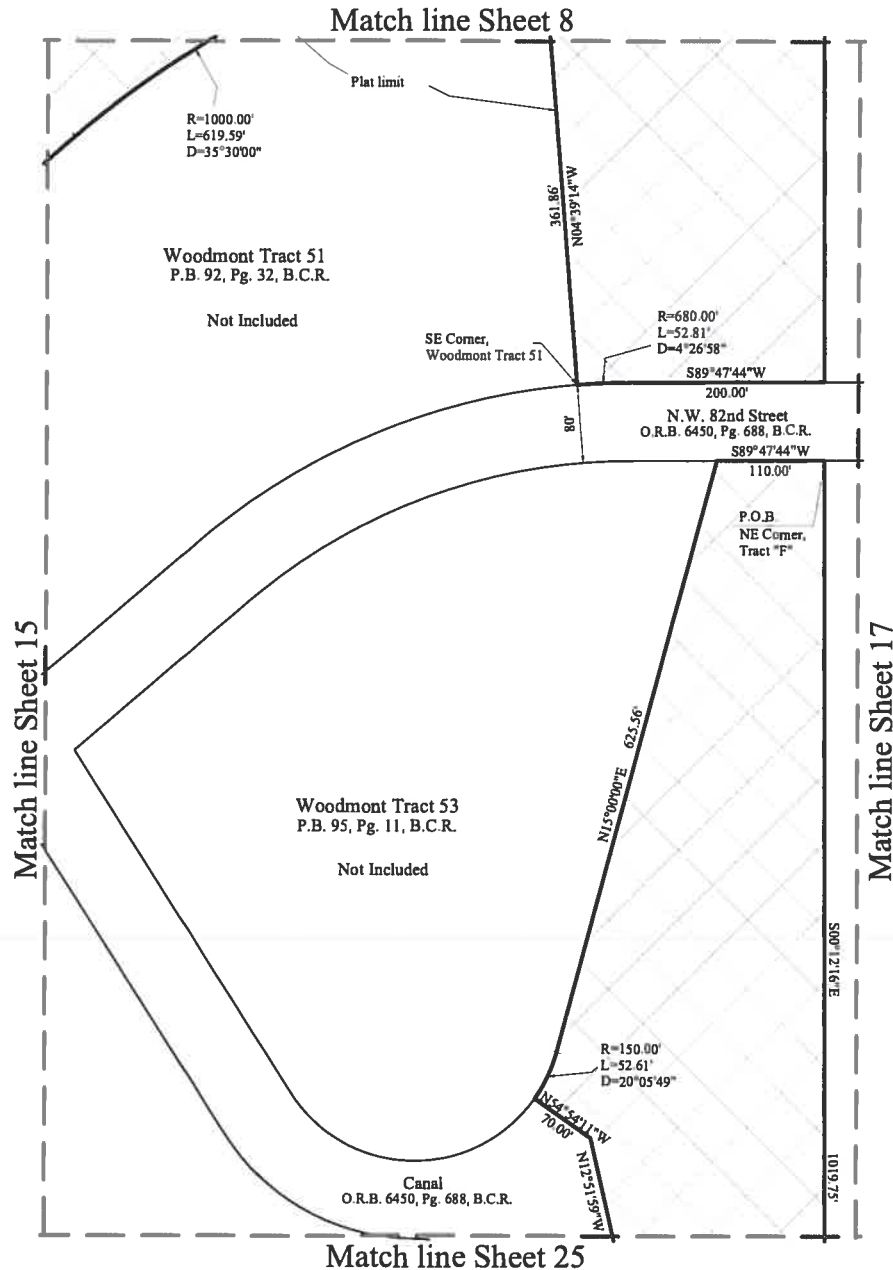
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## Legend

P.O.B. = Point of Beginning  
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P.O.T. = Point of Termination  
P.B. = Plat Book  
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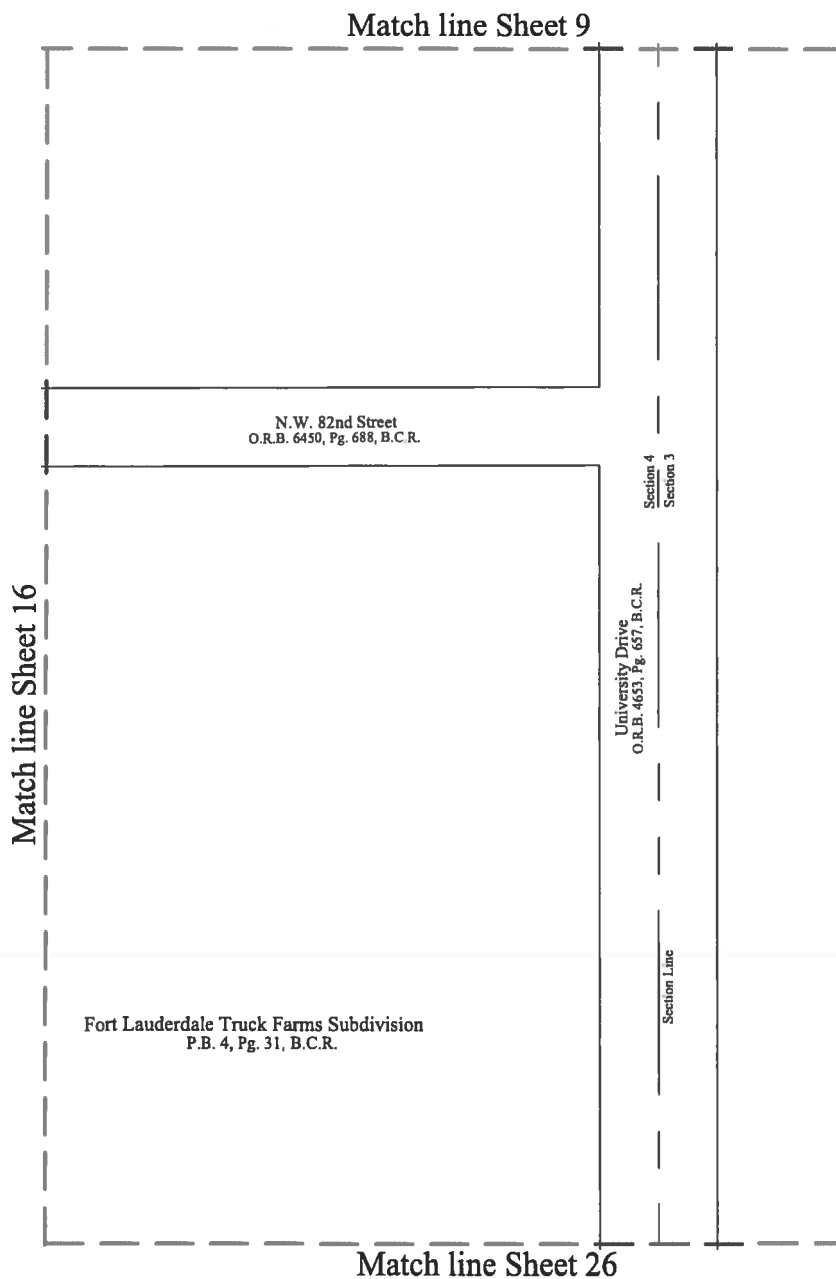
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**Sheet 17 of 45**



## **Legend**

P.O.B. = Point of Beginning

P.O.C. = Point of Commencement

P.O.T. = Point of Termination

P.B. = Plat Book

Pg. = Page

B.C.R. = Broward County Records

R = Radius

L = Arc Length

D = Delta (Central Angle)

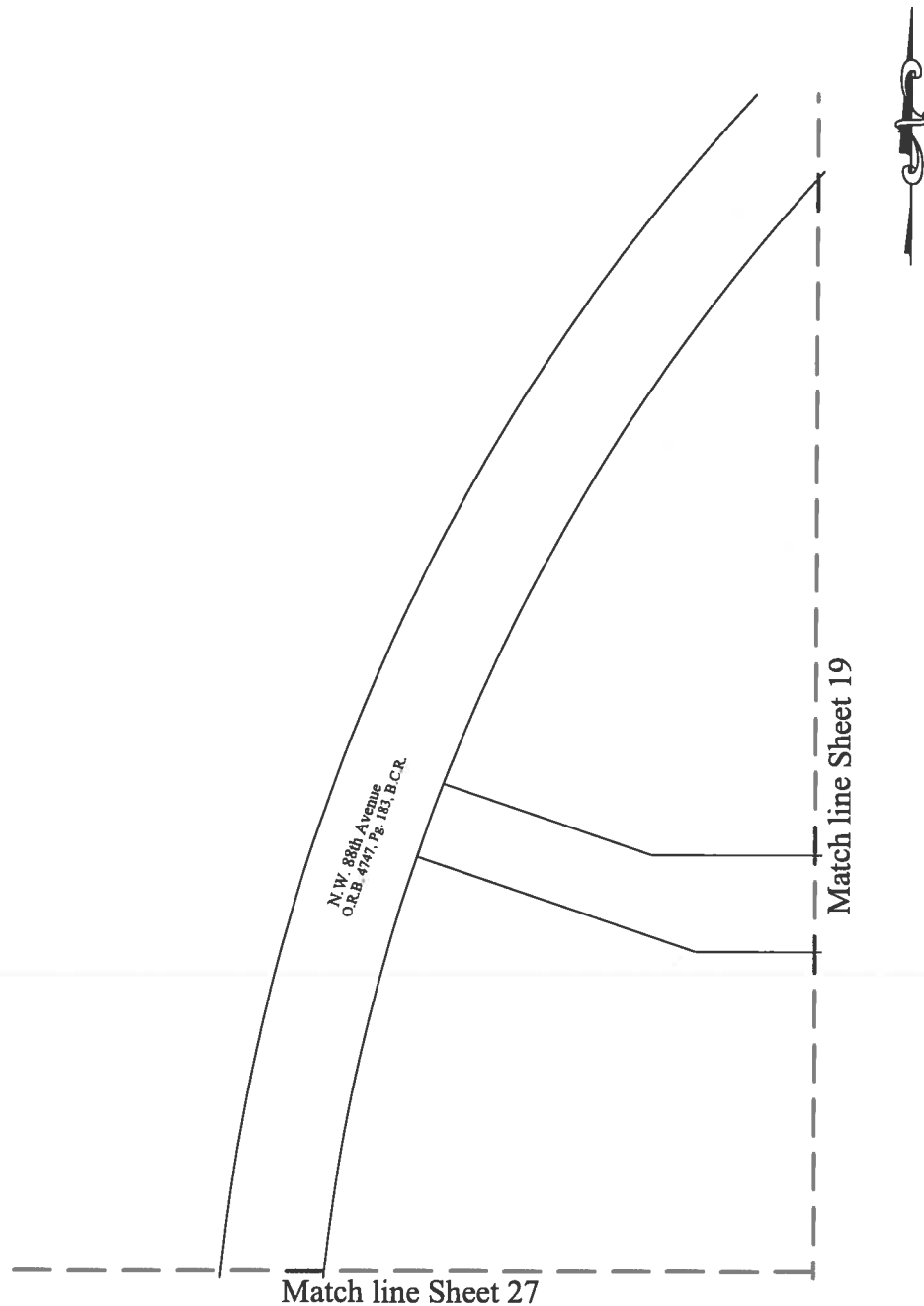




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PHONE: 954-675-7244  
EMAIL: ADMIN@DJGSURVEY.COM  
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**Sheet 18 of 45**



## **Legend**

P.O.B. = Point of Beginning

P.O.C. = Point of Commencement

P.O.T. = Point of Termination

P.B. = Plat Book

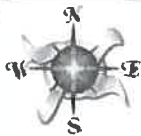
Pg. = Page

B.C.R. = Broward County Records

R = Radius

L = Arc Length

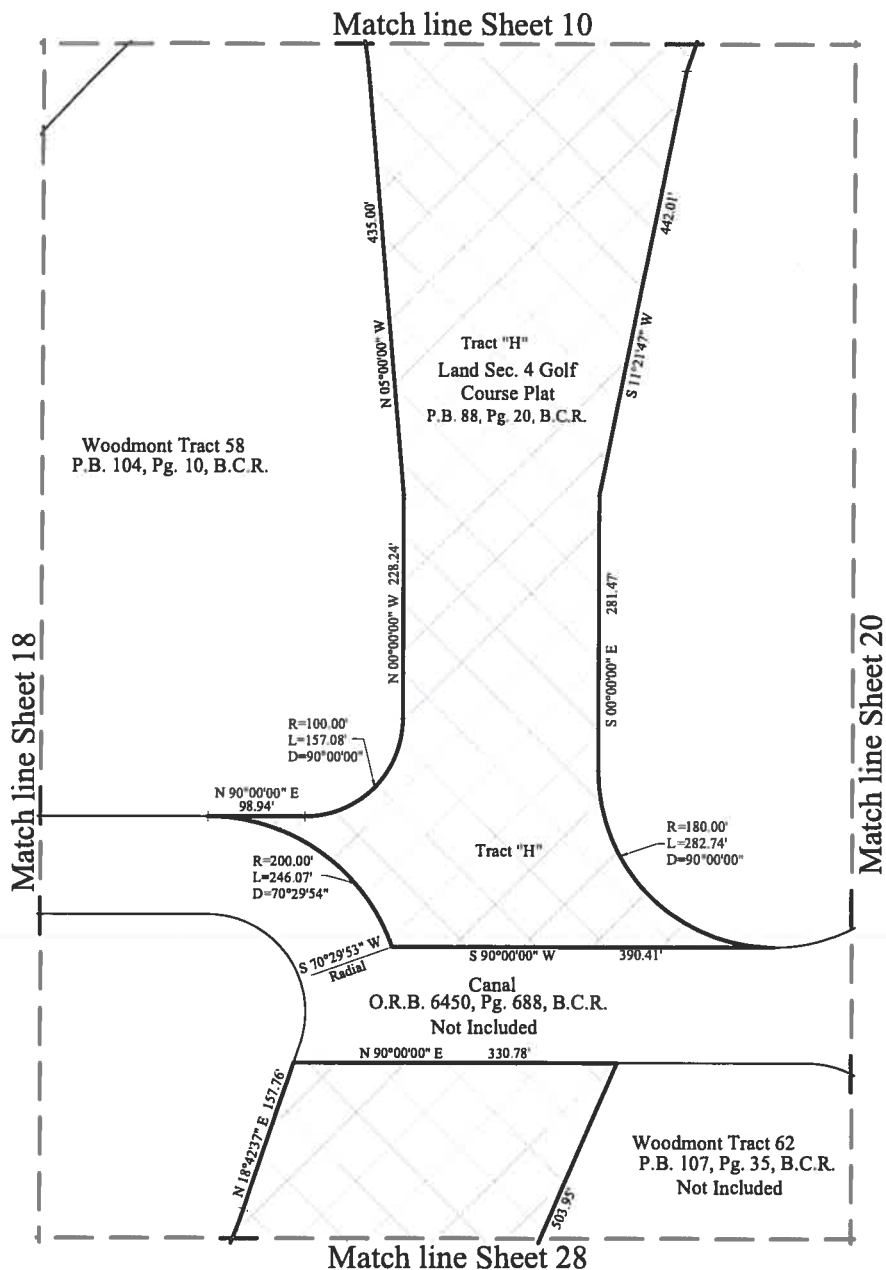
D = Delta (Central Angle)



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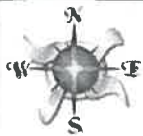
**Sheet 19 of 45**



## Legend

P.O.B. = Point of Beginning  
P.O.C. = Point of Commencement  
P.O.T. = Point of Termination  
P.B. = Plat Book  
Pg. = Page

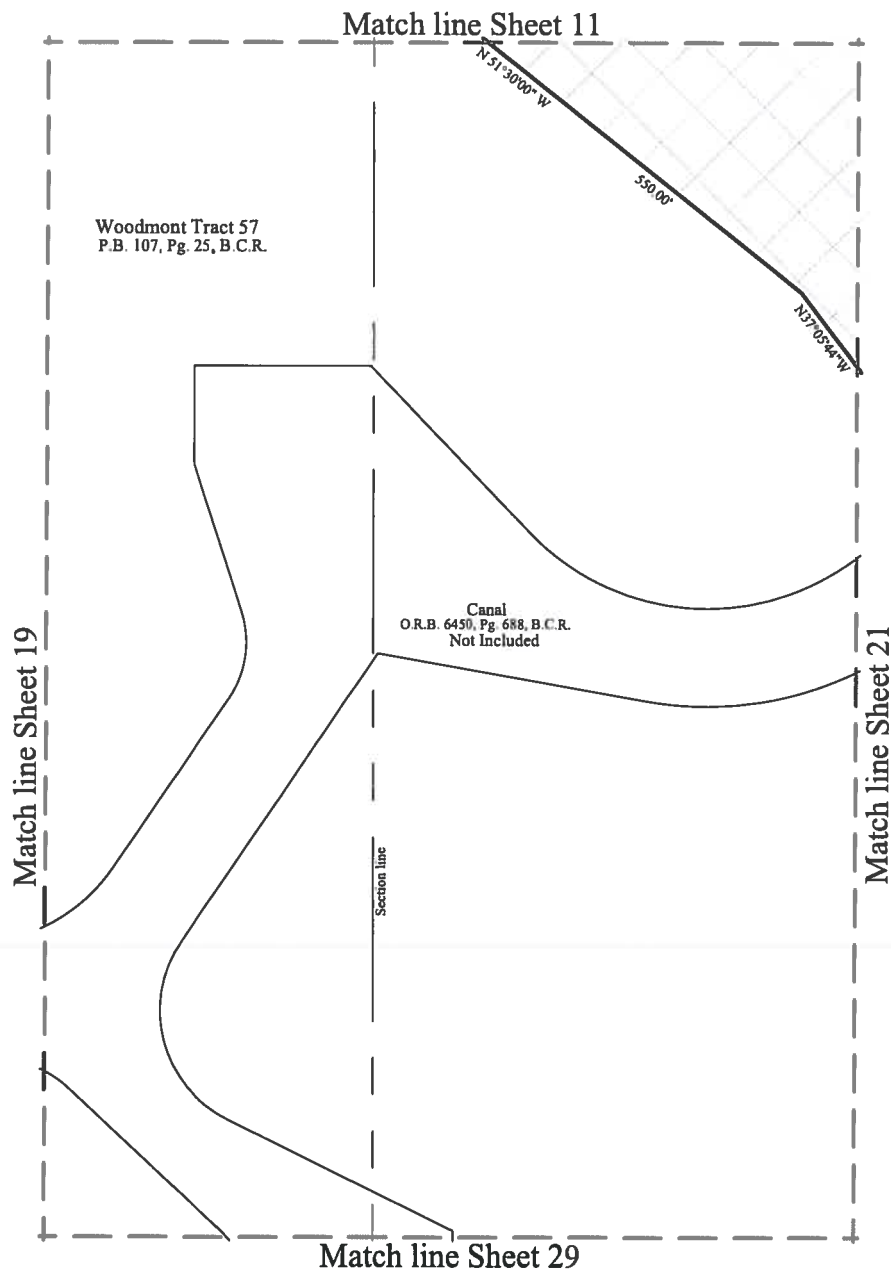
B.C.R. = Broward County Records  
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## Legend

P.O.B. = Point of Beginning  
P.O.C. = Point of Commencement  
P.O.T. = Point of Termination  
P.B. = Plat Book  
Pg. = Page

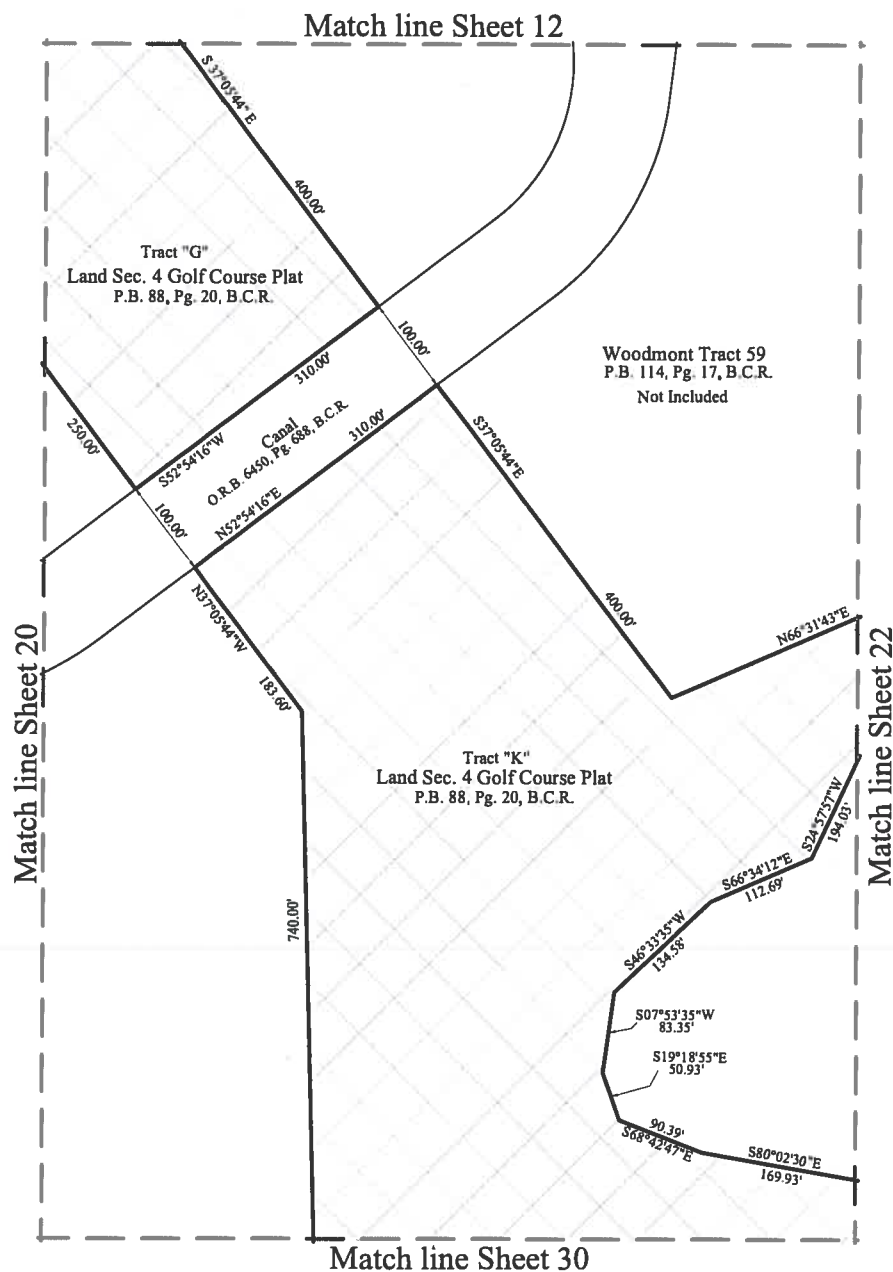
B.C.R. = Broward County Records  
R = Radius  
L = Arc Length  
D = Delta (Central Angle)



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## Legend

P.O.B. = Point of Beginning

P.O.C. = Point of Commencement

P.O.T. = Point of Termination

P.B. = Plat Book

Pg. = Page

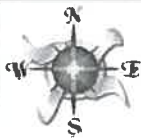
B.C.R. = Broward County Records

R = Radius

L = Arc Length

D = Delta (Central Angle)

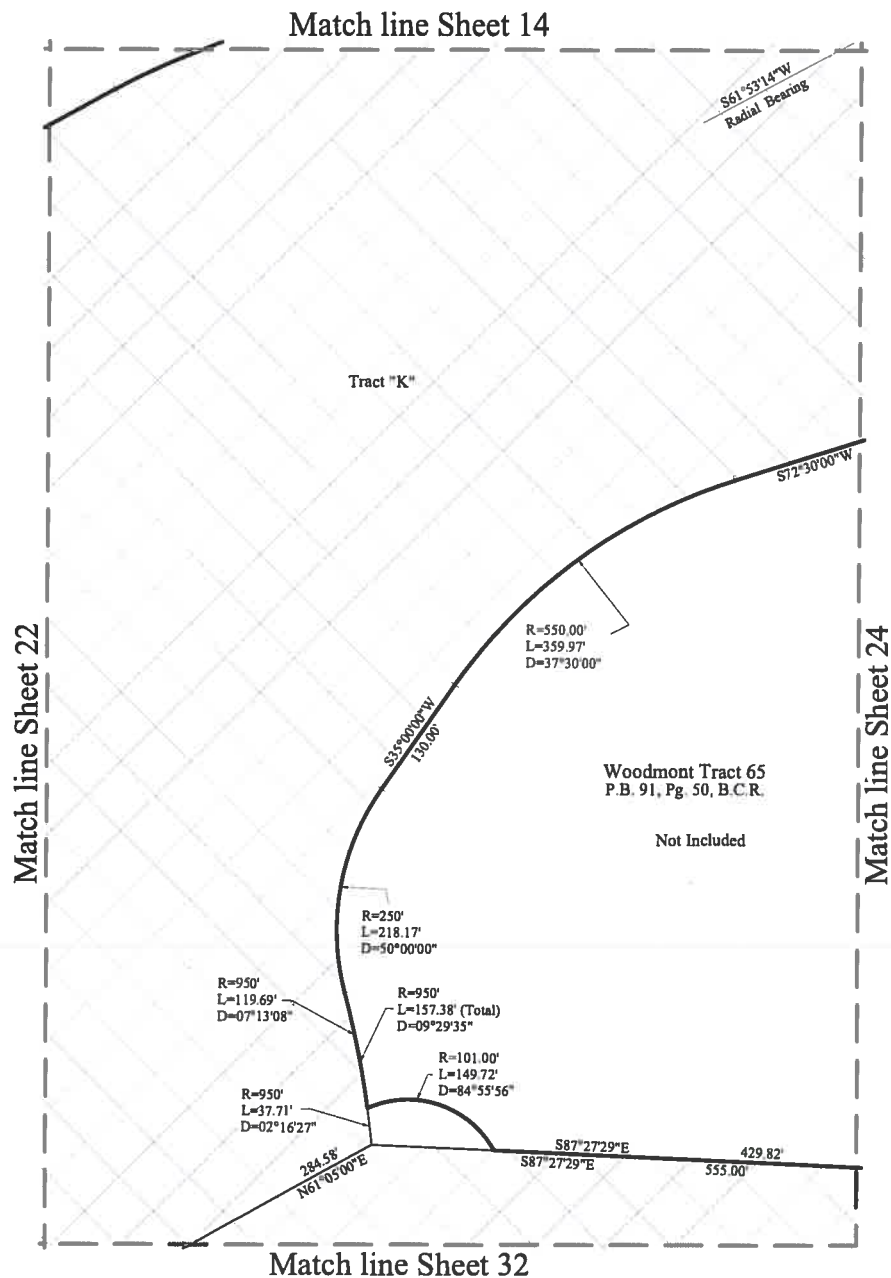




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## Legend

P.O.B. = Point of Beginning

P.O.C. = Point of Commencement

P.O.T. = Point of Termination

P.B. = Plat Book

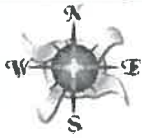
Pg. = Page

B.C.R. = Broward County Records

R = Radius

L = Arc Length

D = Delta (Central Angle)

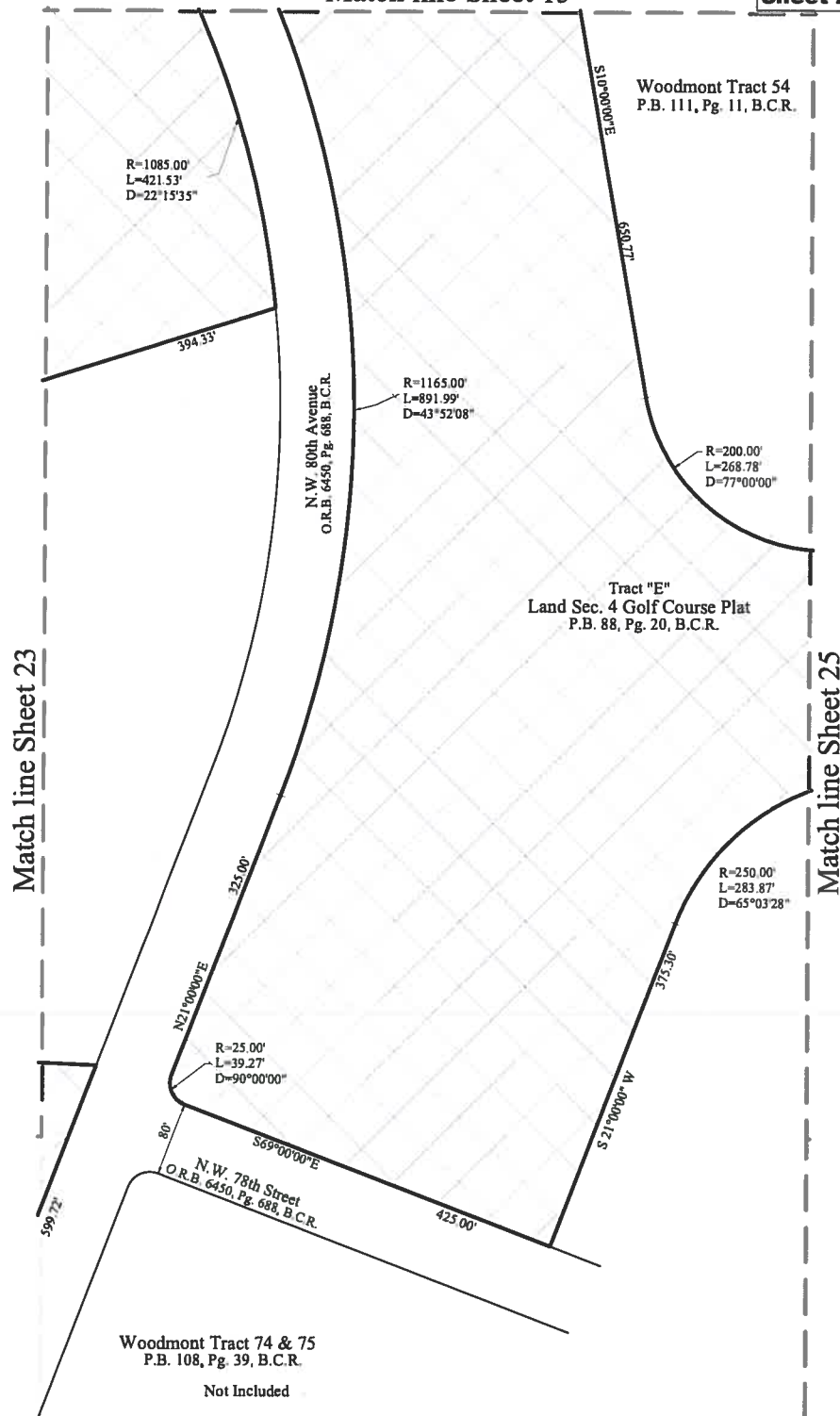


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Match line Sheet 15

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## Legend

P.O.B. = Point of Beginning  
P.O.C. = Point of Commencement  
P.O.T. = Point of Termination  
P.B. = Plat Book  
Pg. = Page

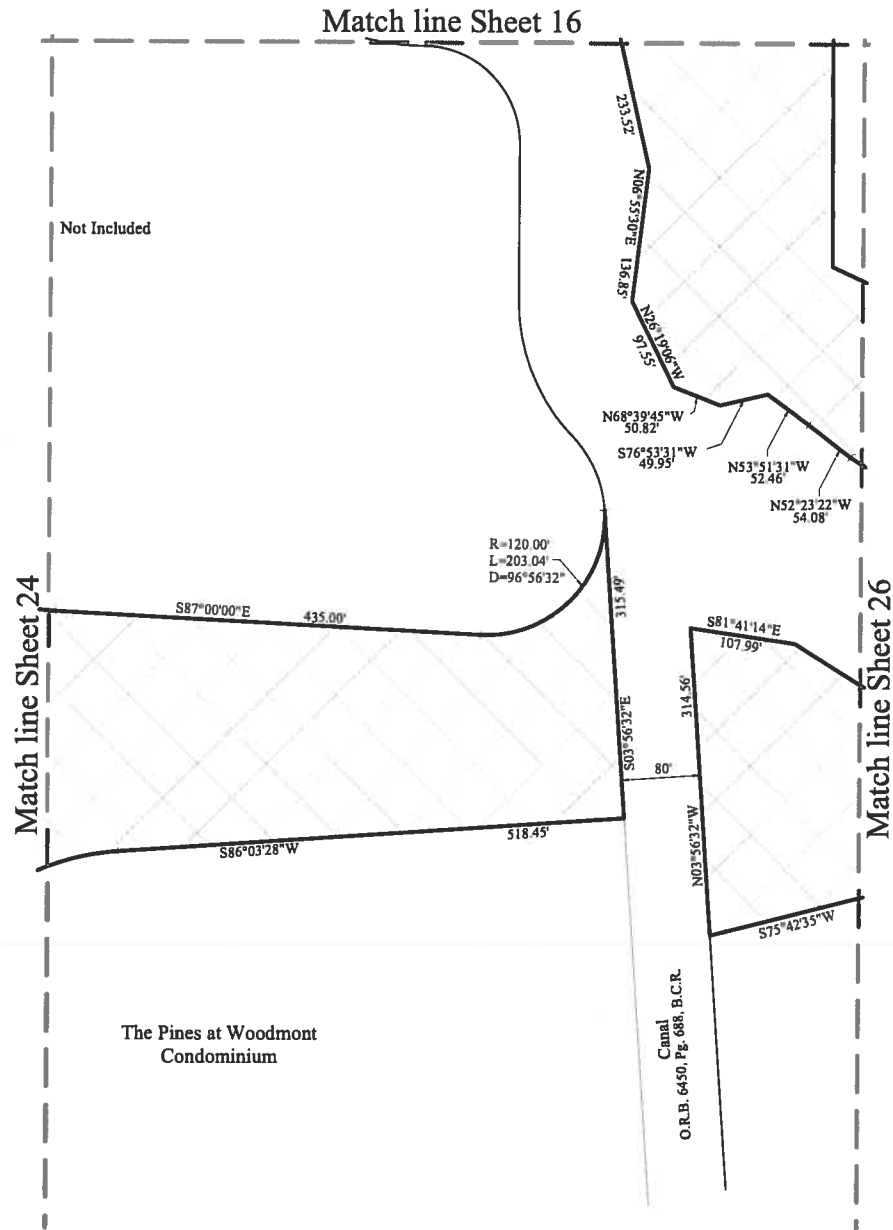
B.C.R. = Broward County Records  
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## Legend

P.O.B. = Point of Beginning  
P.O.C. = Point of Commencement  
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P.B. = Plat Book  
Pg. = Page

B.C.R. = Broward County Records  
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D = Delta (Central Angle)

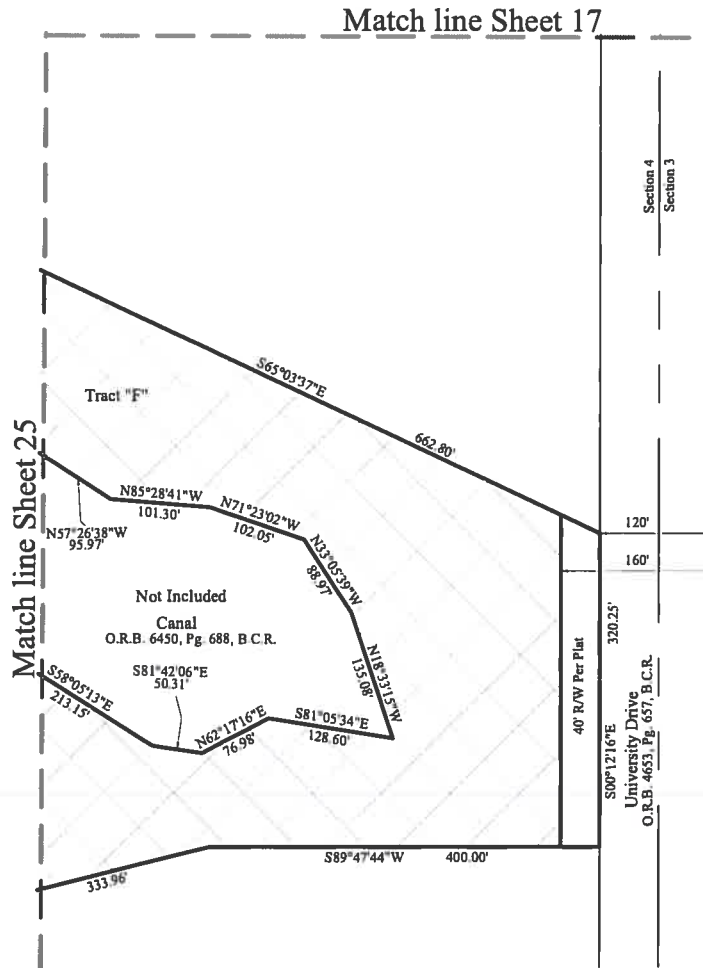




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## Legend

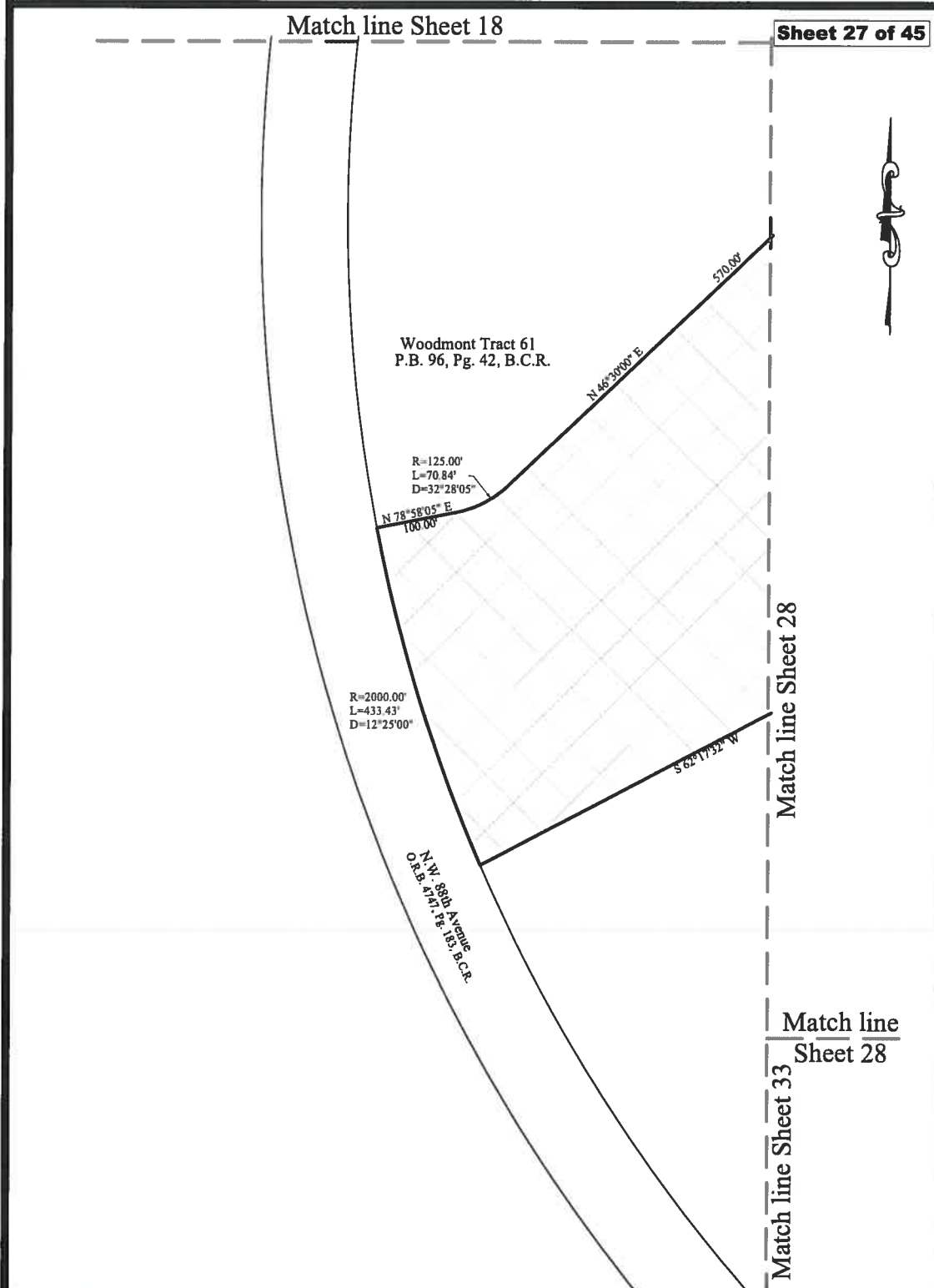
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P.B. = Plat Book  
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P.B. = Plat Book

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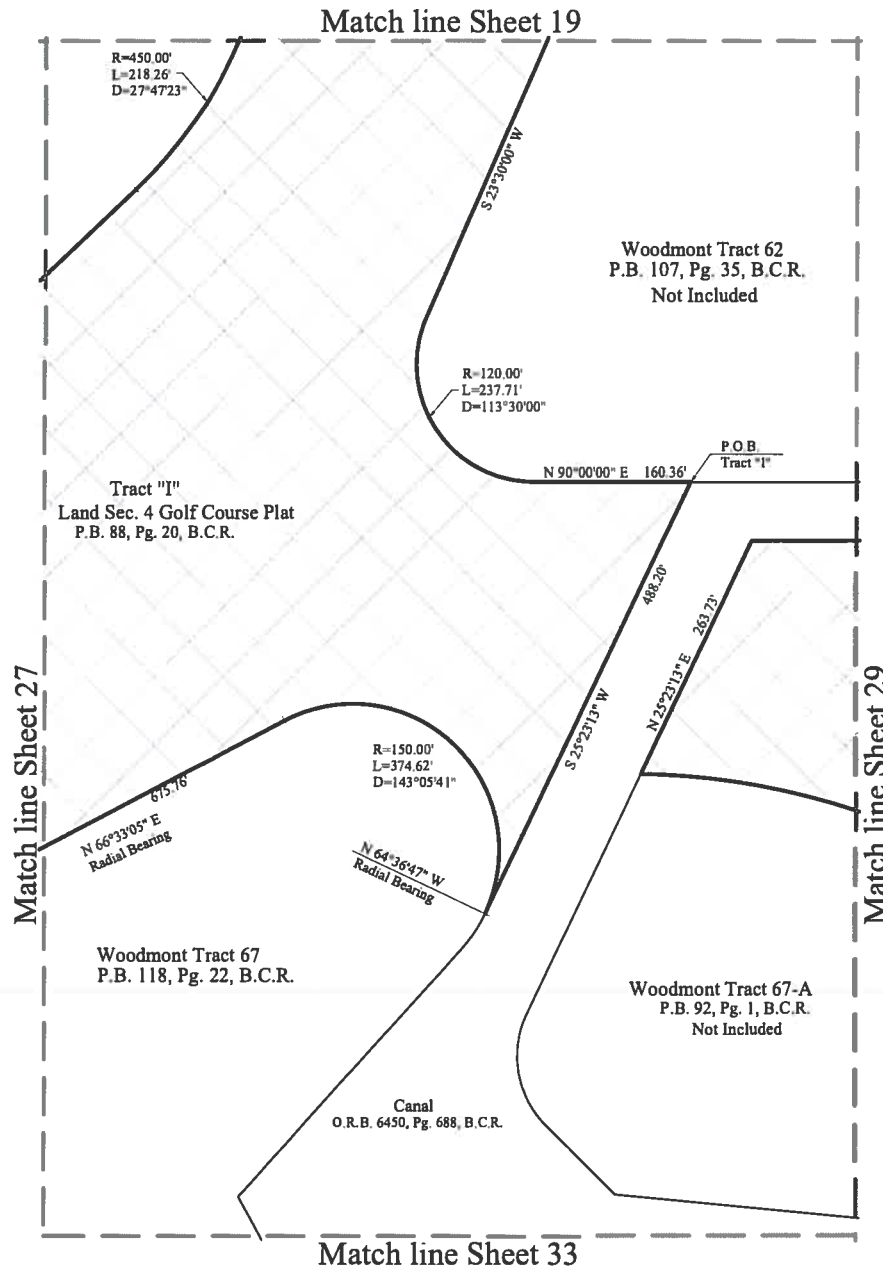
D = Delta (Central Angle)



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## Legend

P.O.B. = Point of Beginning  
P.O.C. = Point of Commencement  
P.O.T. = Point of Termination  
P.B. = Plat Book  
Pg. = Page

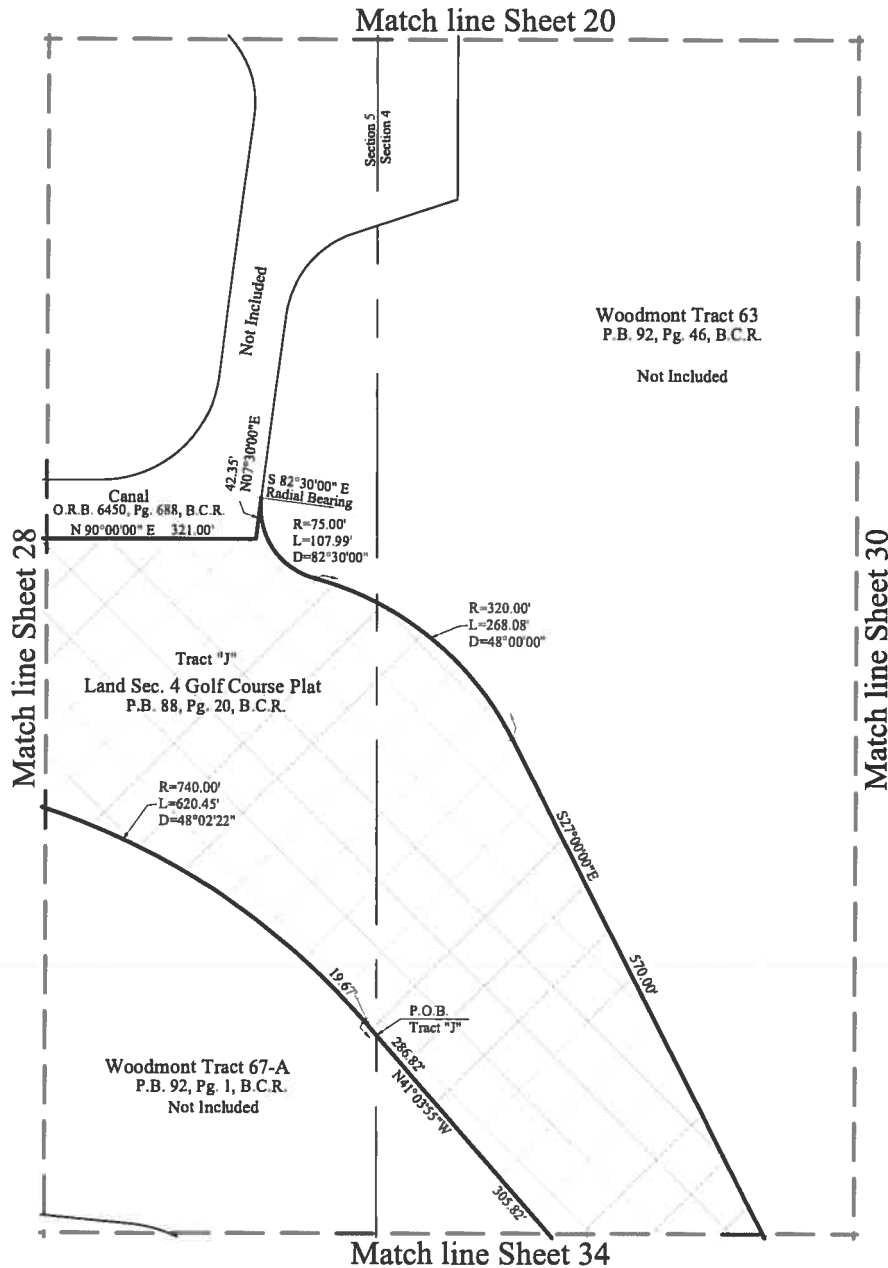
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## Legend

P.O.B. = Point of Beginning

P.O.C. = Point of Commencement

P.O.T. = Point of Termination

P.B. = Plat Book

Pg. = Page

B.C.R. = Broward County Records

R = Radius

L = Arc Length

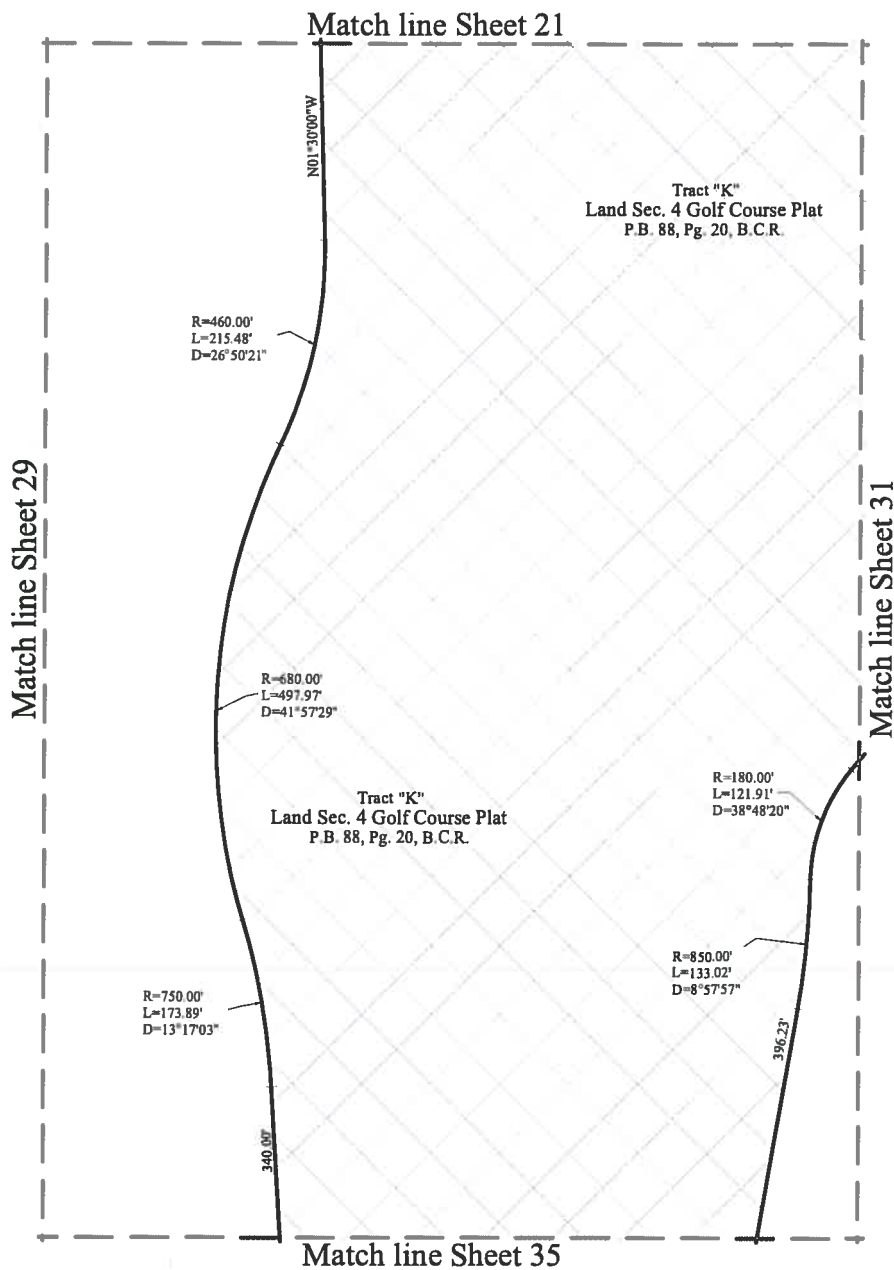
D = Delta (Central Angle)



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## Legend

P.O.B. = Point of Beginning  
P.O.C. = Point of Commencement  
P.O.T. = Point of Termination  
P.B. = Plat Book  
Pg. = Page

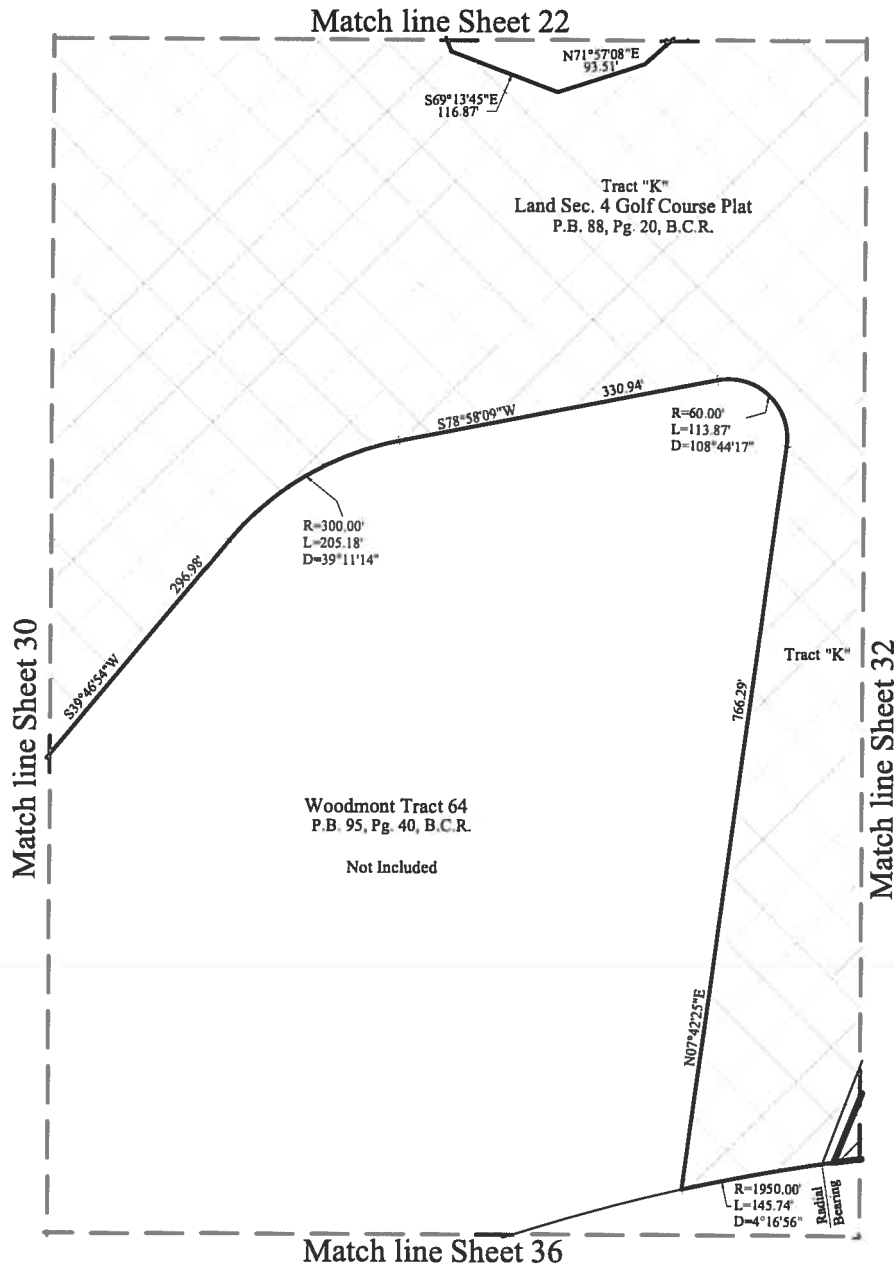
B.C.R. = Broward County Records  
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## Legend

P.O.B. = Point of Beginning  
P.O.C. = Point of Commencement  
P.O.T. = Point of Termination  
P.B. = Plat Book  
Pg. = Page

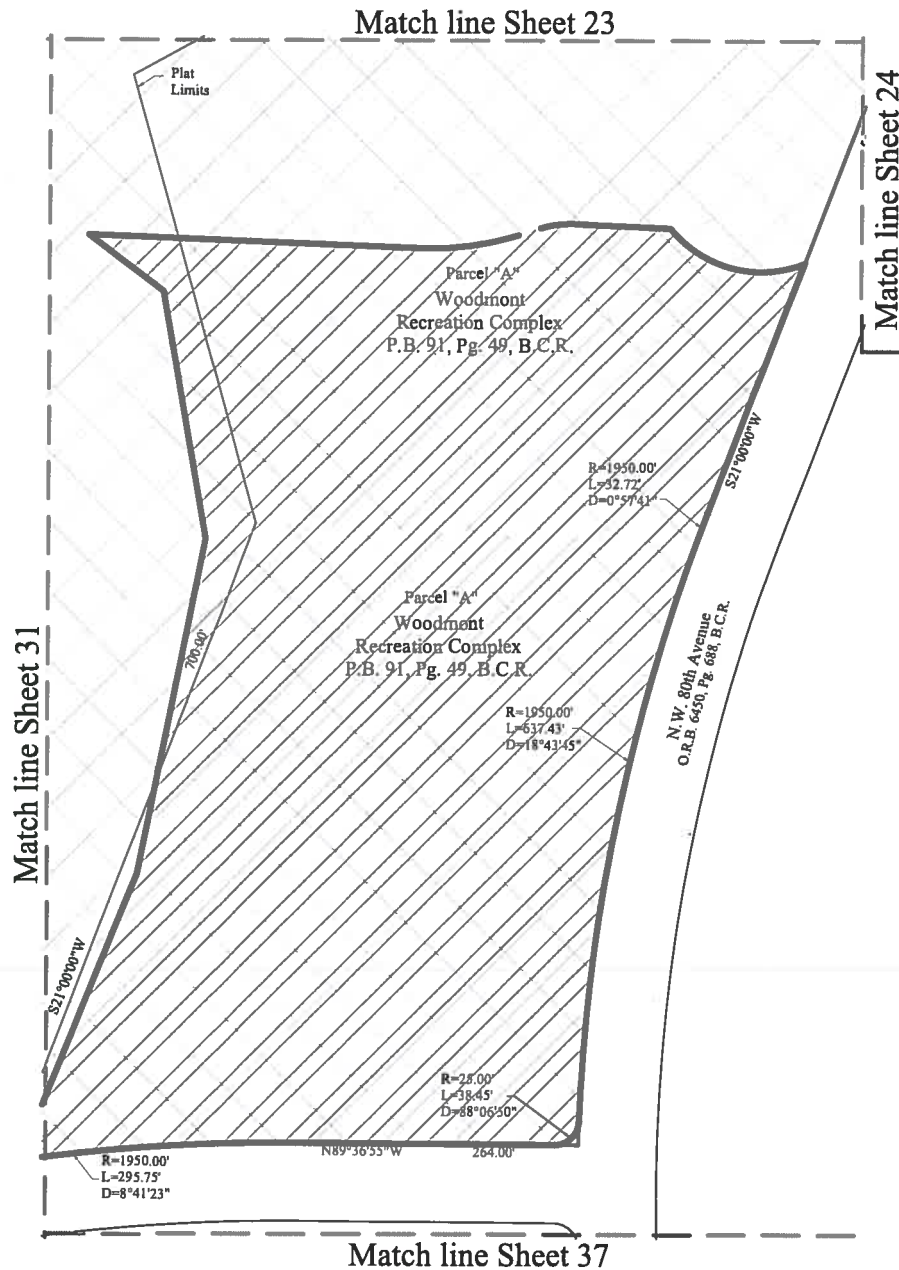
B.C.R. = Broward County Records  
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## Legend

P.O.B. = Point of Beginning  
P.O.C. = Point of Commencement  
P.O.T. = Point of Termination  
P.B. = Plat Book  
Pg. = Page

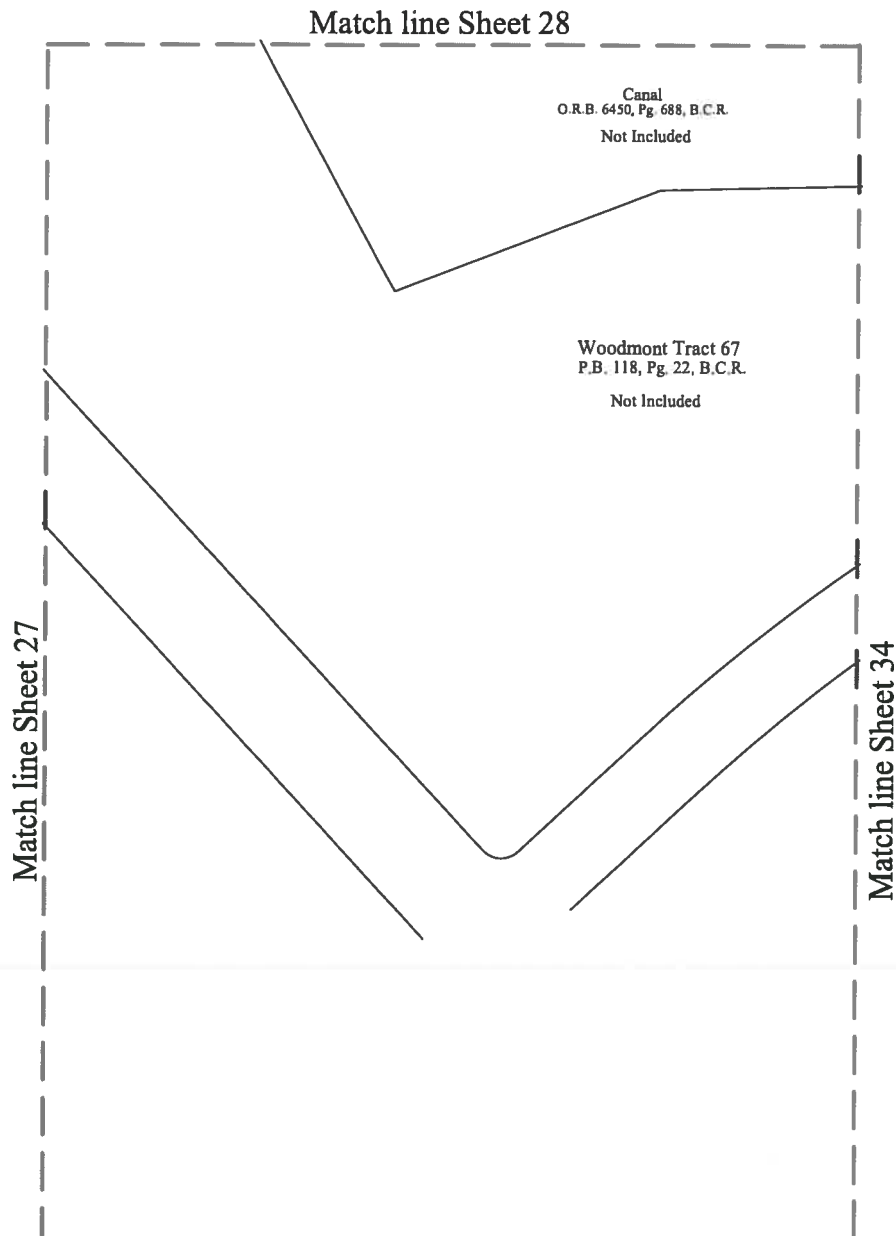
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## **Legend**

P.O.B. = Point of Beginning  
P.O.C. = Point of Commencement  
P.O.T. = Point of Termination  
P.B. = Plat Book  
Pg. = Page

B.C.R. = Broward County Records  
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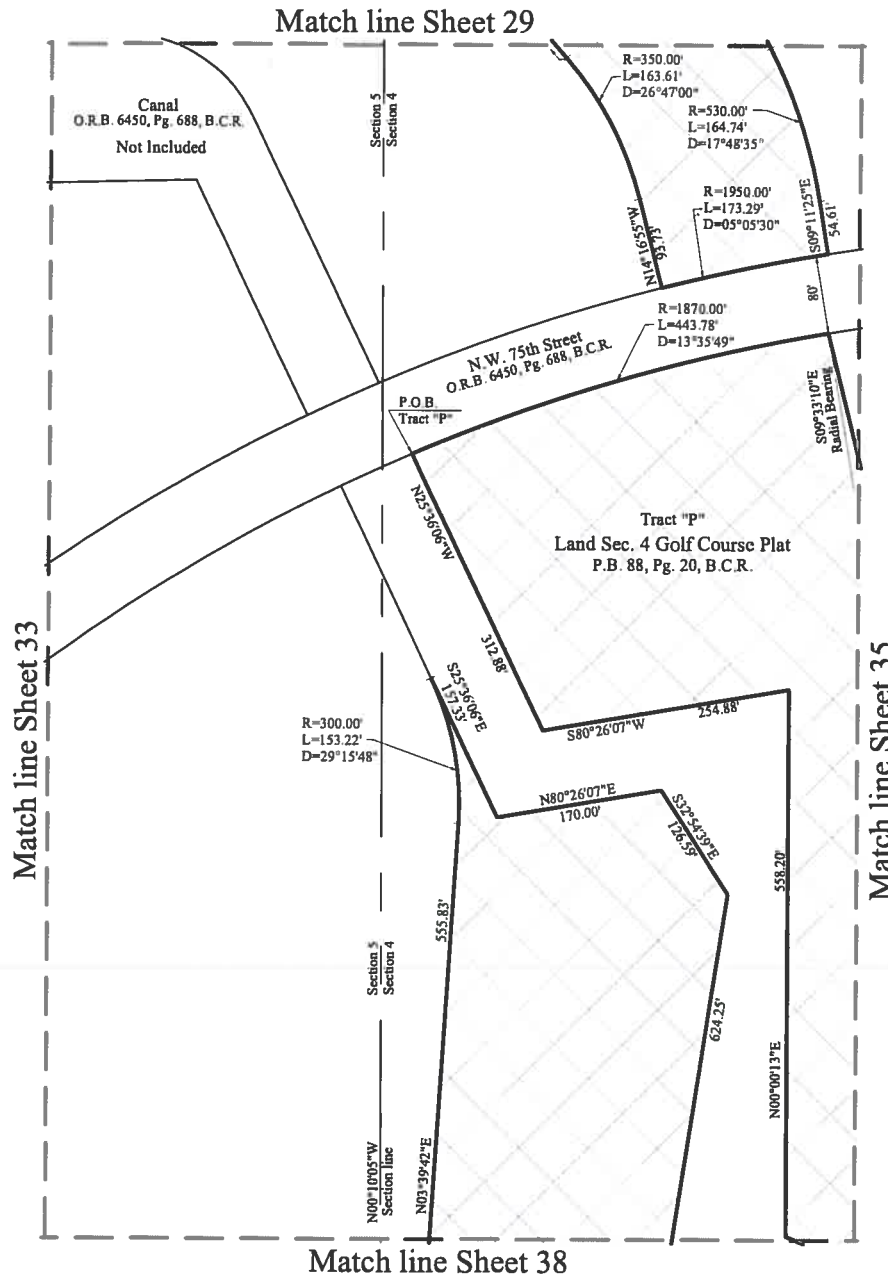




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**Sheet 34 of 45**



## Legend

P.O.B. = Point of Beginning

P.O.C. = Point of Commencement

P.O.T. = Point of Termination

P.B. = Plat Book

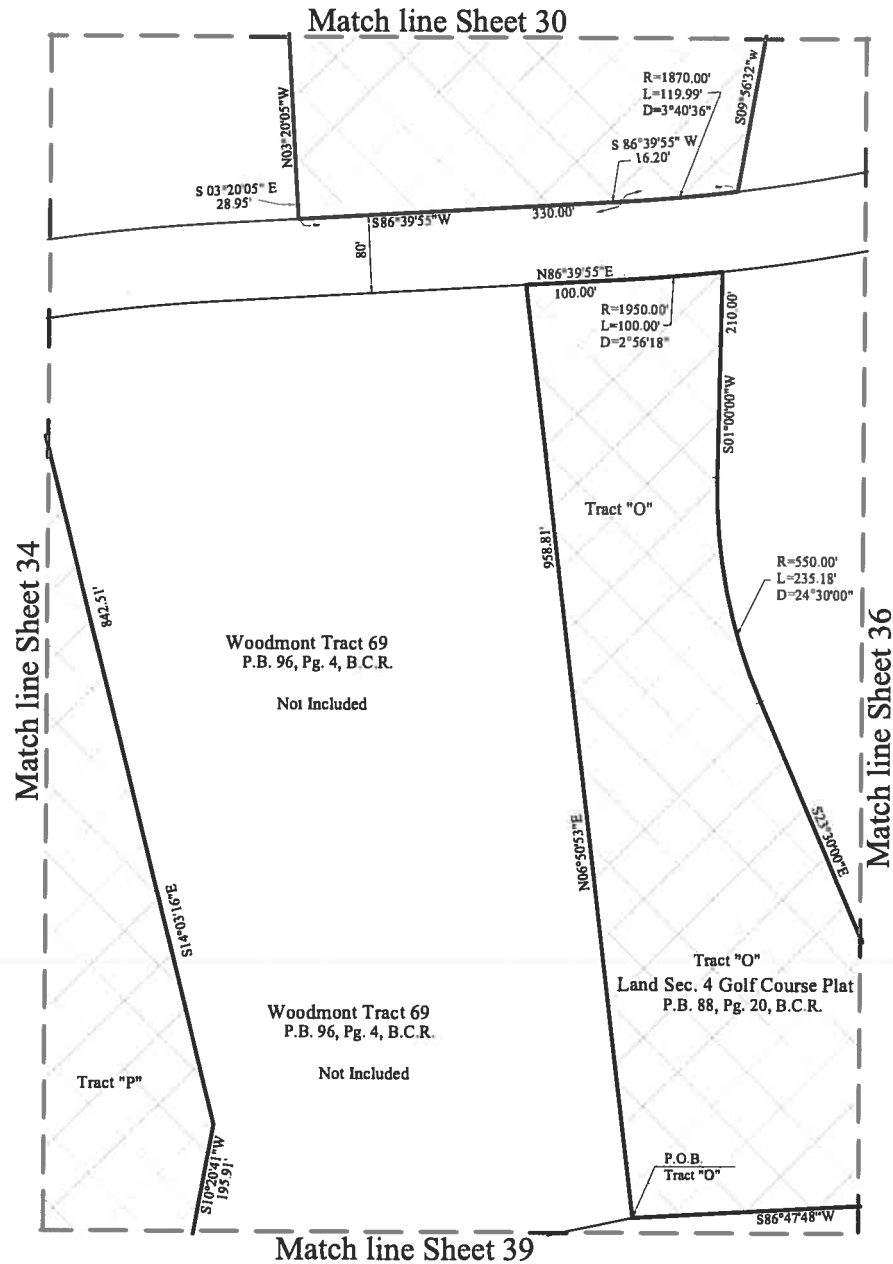
Pg. = Page

B.C.R. = Broward County Records

R = Radius

L = Arc Length

D = Delta (Central Angle)



**Legend**

P.O.B. = Point of Beginning

P.O.C. = Point of Commencement

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P.B. = Plat Book

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B.C.R. = Broward County Records

R = Radius

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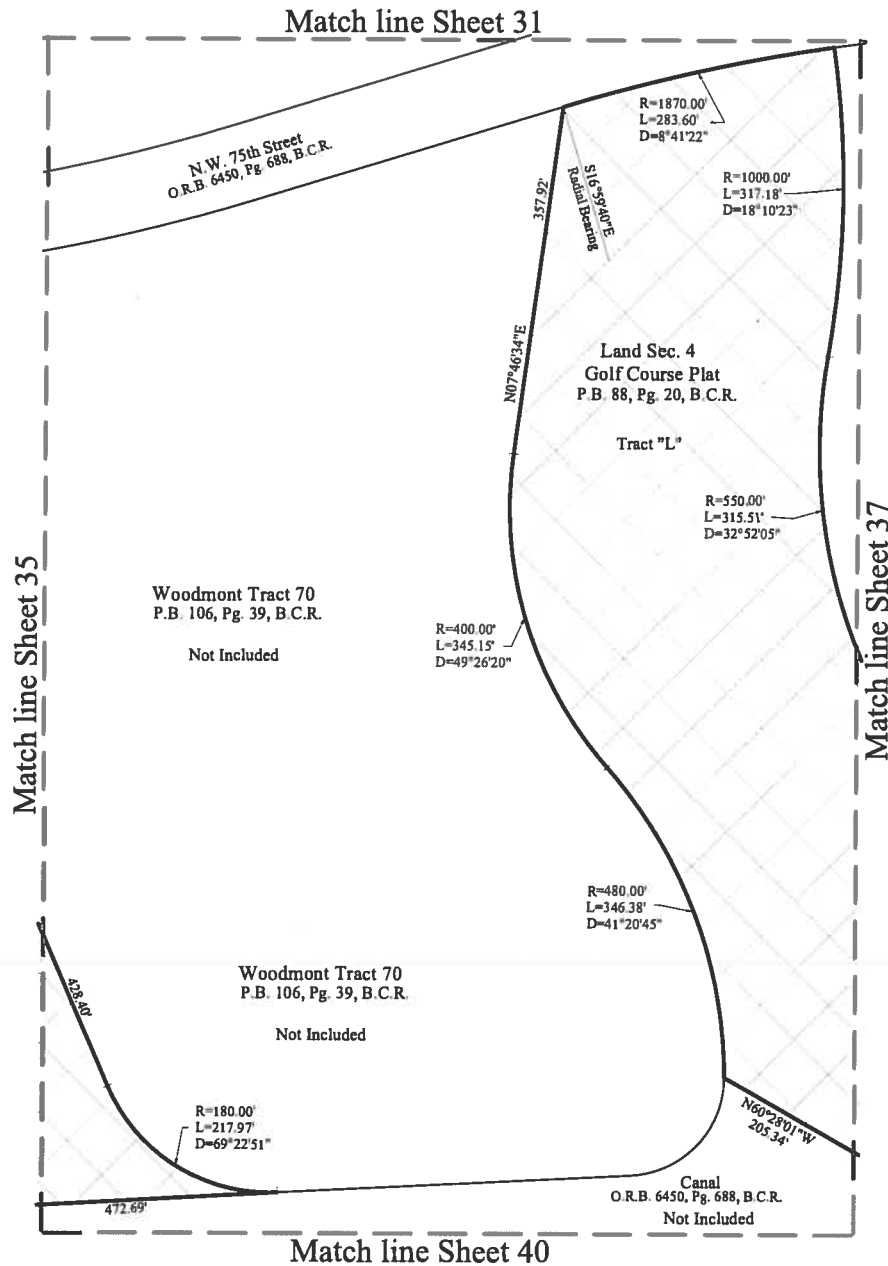


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## Legend

P.O.B. = Point of Beginning

P.O.C. = Point of Commencement

P.O.T. = Point of Termination

P.B. = Plat Book

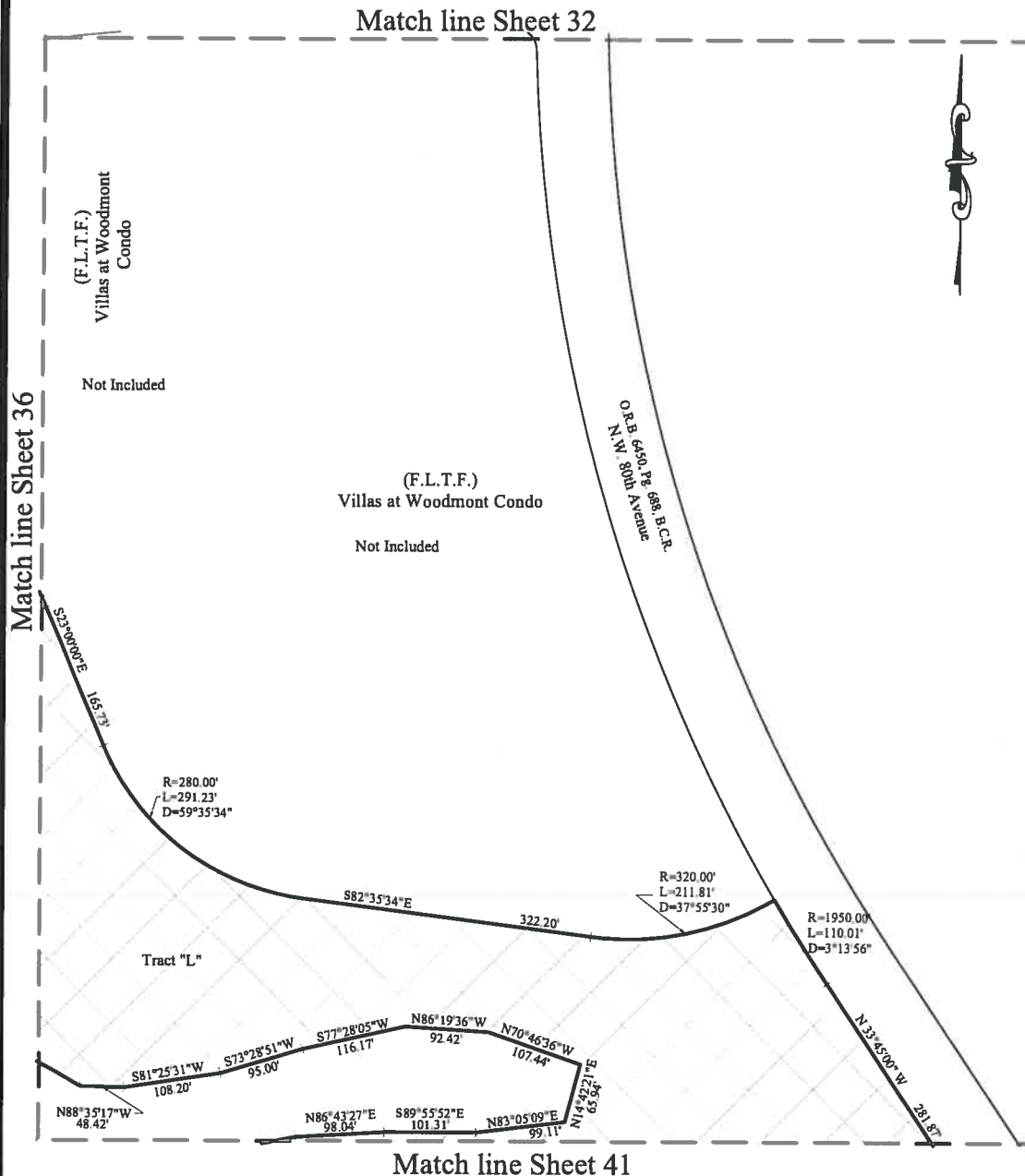
Pg. = Page

B.C.R. = Broward County Records

R = Radius

L = Arc Length

D = Delta (Central Angle)



**Legend**

P.O.B. = Point of Beginning

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P.B. = Plat Book

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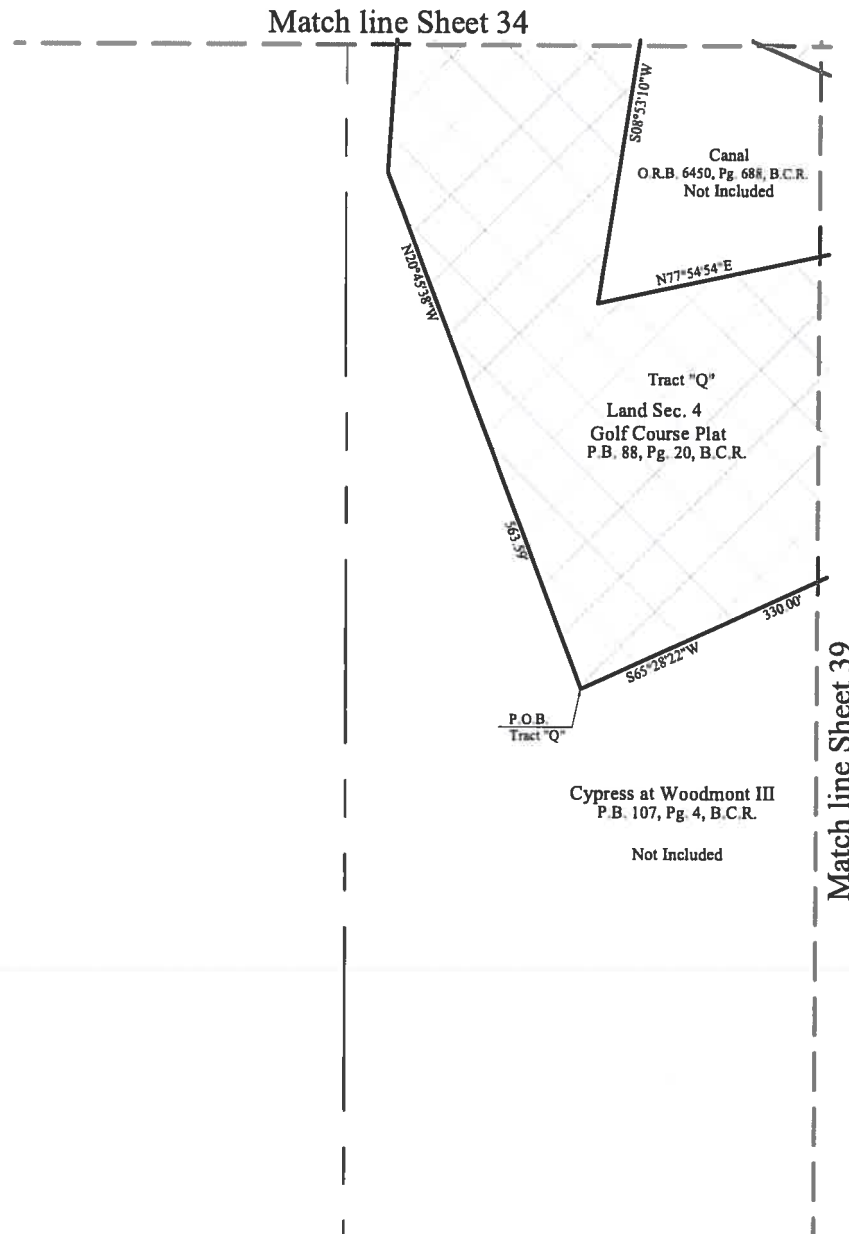


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## Legend

P.O.B. = Point of Beginning  
P.O.C. = Point of Commencement  
P.O.T. = Point of Termination  
P.B. = Plat Book  
Pg. = Page

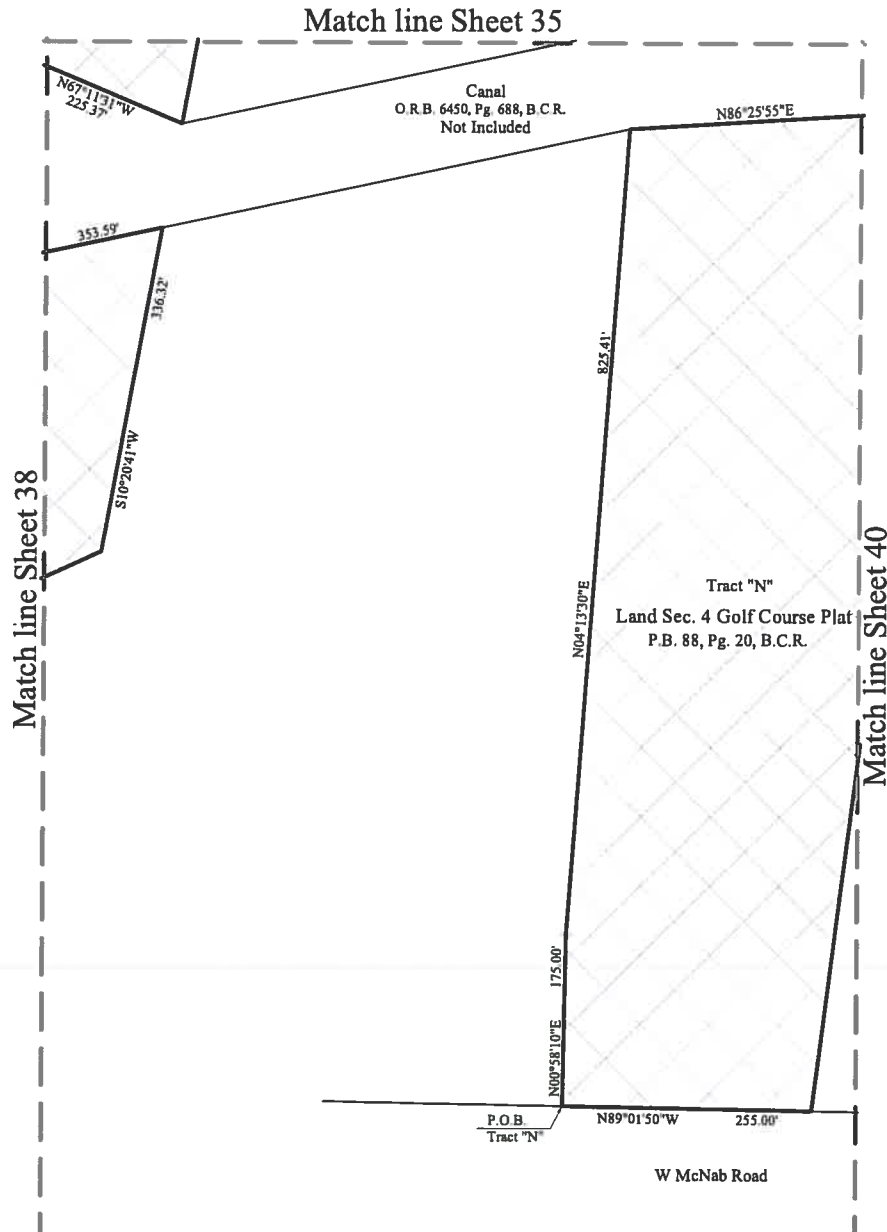
B.C.R. = Broward County Records  
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## Legend

P.O.B. = Point of Beginning  
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P.O.T. = Point of Termination  
P.B. = Plat Book  
Pg. = Page

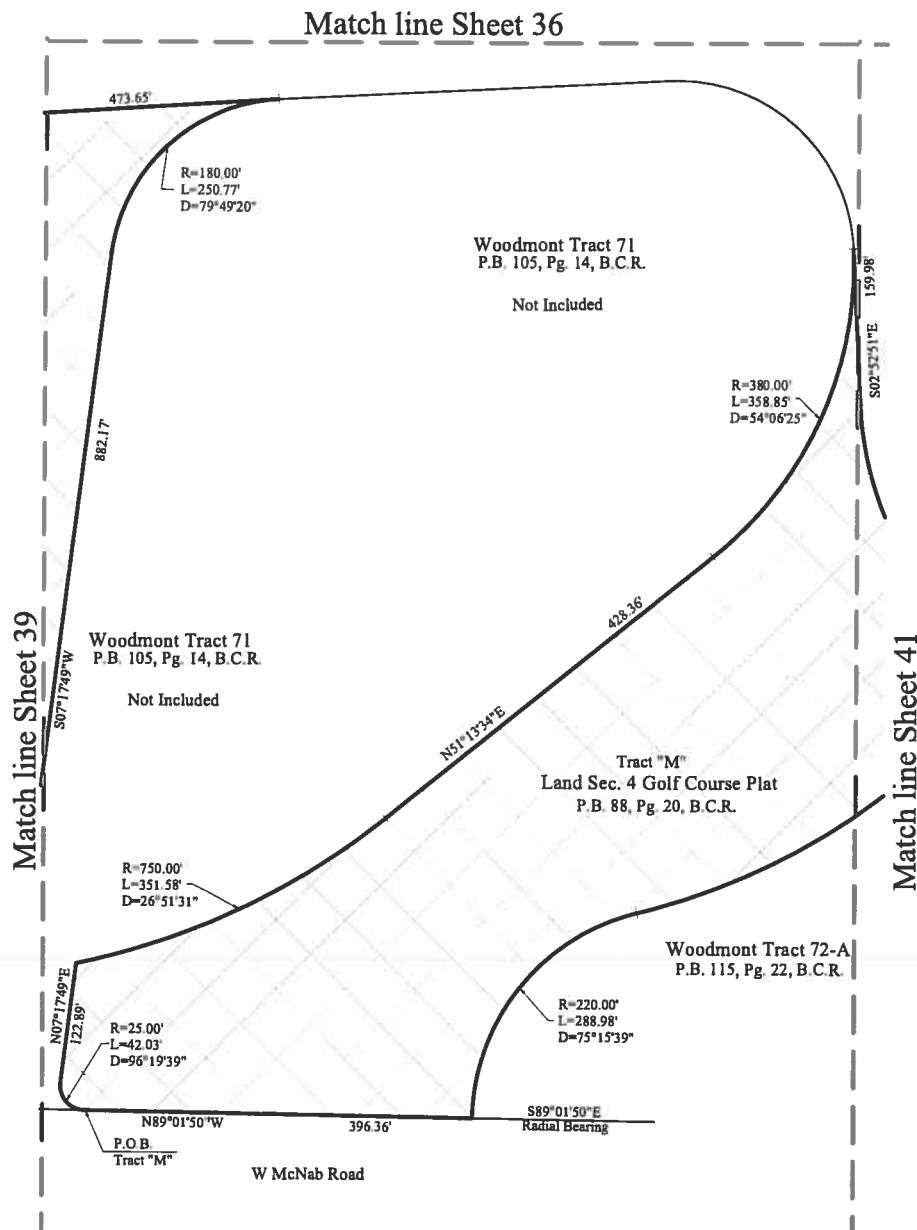
B.C.R. = Broward County Records  
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## Legend

P.O.B. = Point of Beginning

P.O.C. = Point of Commencement

P.O.T. = Point of Termination

P.B. = Plat Book

Pg. = Page

B.C.R. = Broward County Records

R = Radius

L = Arc Length

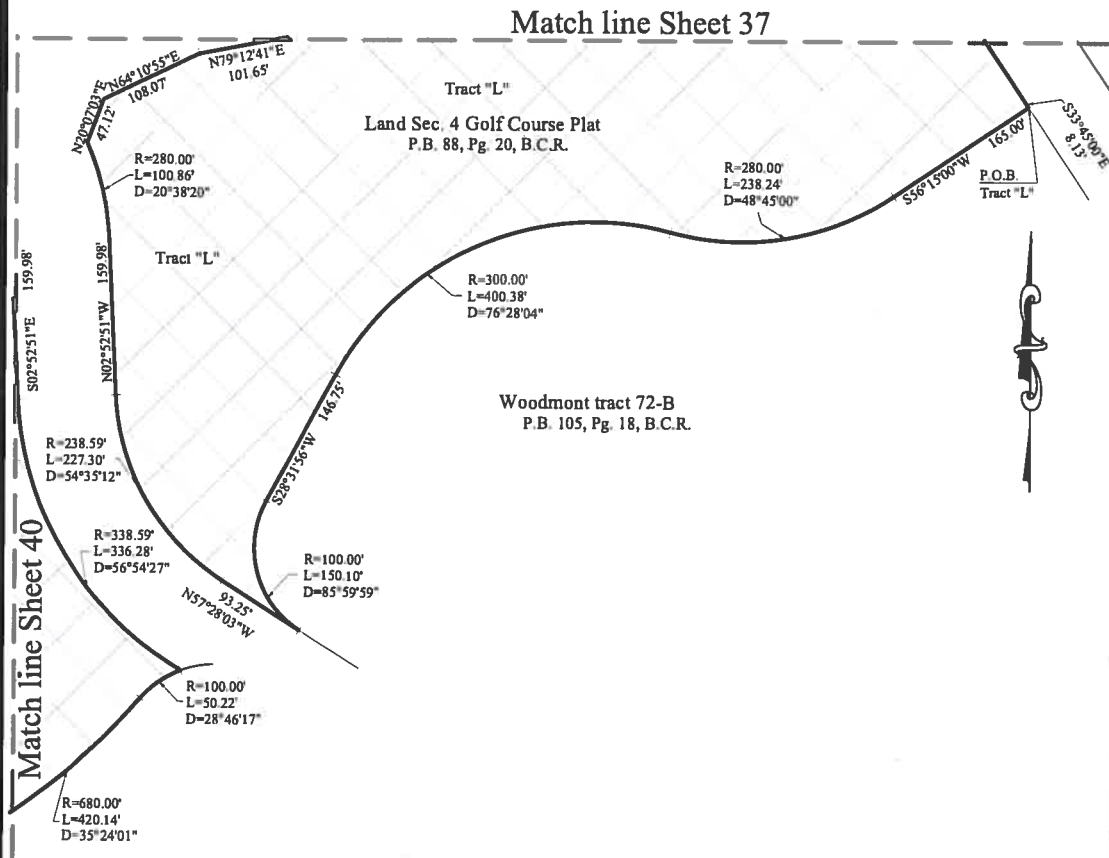
D = Delta (Central Angle)



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## Legend

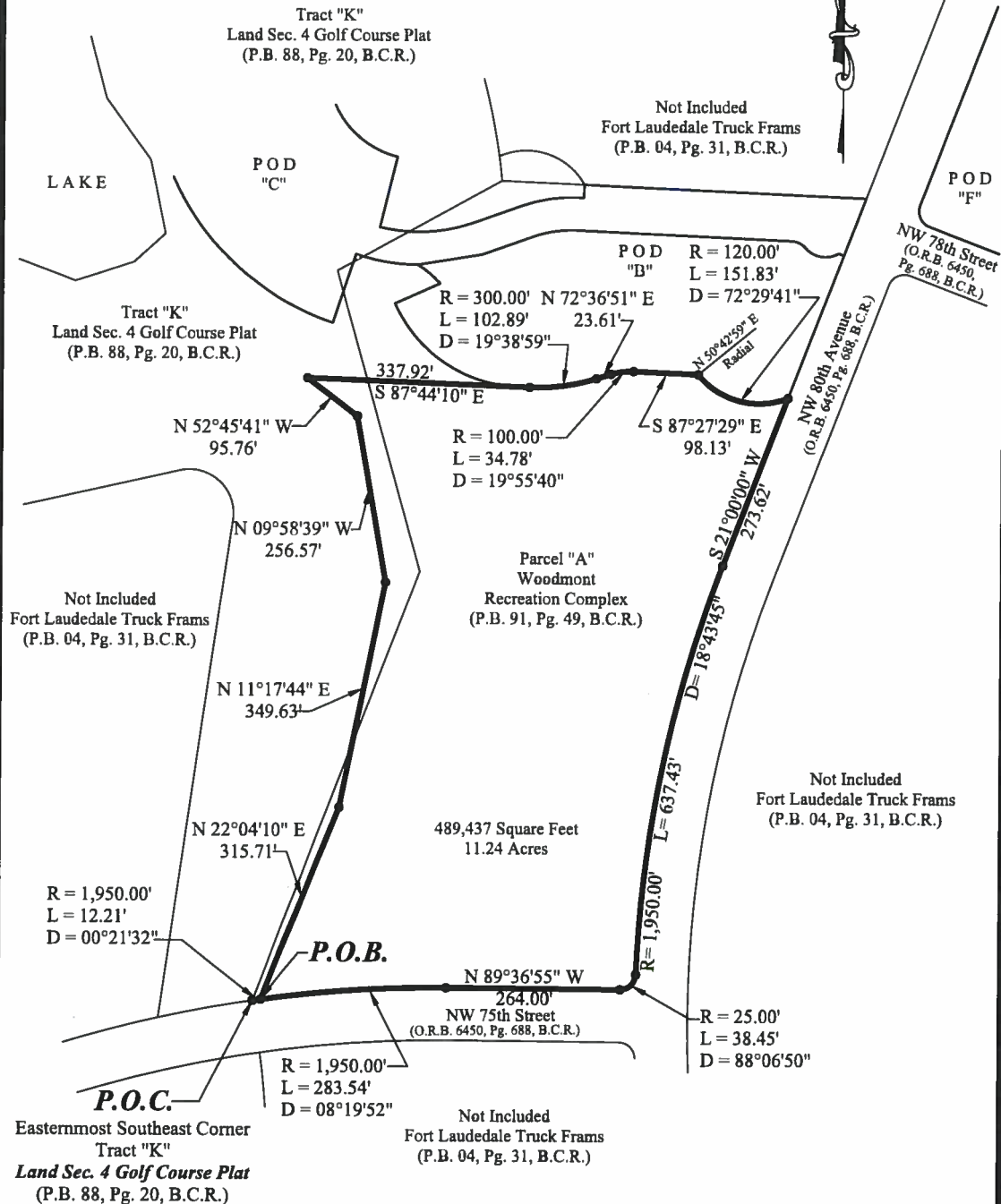
P.O.B. = Point of Beginning  
P.O.C. = Point of Commencement  
P.O.T. = Point of Termination  
P.B. = Plat Book  
Pg. = Page

B.C.R. = Broward County Records  
R = Radius  
L = Arc Length  
D = Delta (Central Angle)



### Club House Pod

Sheet 42 of 45



### Legend

**P.O.B. = Point of Beginning**

**P.O.C. = Point of Commencement**

**P.O.T. = Point of Termination**

**P.B. = Plat Book**

**Pg. = Page**

P.B.C.R. = Palm Beach County Records

**R = Radius**

**L = Arc Length**

**D = Delta (Central Angle)**

L.W.D.D. = Lake Worth Drainage District



## LEGAL DESCRIPTION

A portion of Tracts, A, B, and C, LAND SEC. 4 GOLF COURSE PLAT according to the plat thereof, as recorded in Plat Book 88, Page 20, of the Public Records of Broward County, Florida, and a portion of FORT LAUDERDALE TRUCK FARMS SUBDIVISION of Section 4, Township 49 South, Range 41 East, according to the plat thereof, as recorded in Plat Book 4, Page 31, of the Public Records of Broward County, Florida, described as follows:

Commencing at the Northwest corner of Section 4, Township 49 South, Range 41 East; thence North  $00^{\circ}10'05''$  West, along the West boundary of said Section 4, 6.33 feet to the POINT OF BEGINNING, said point also being on the South right-of-way line of Southgate Boulevard and the North boundary of said Tract A; thence South  $89^{\circ}33'35''$  East, along said South right-of-way line and North boundary, 506.18 feet; thence South  $00^{\circ}09'03''$  East, 389.13 feet; thence South  $69^{\circ}45'23''$  East, 379.53 feet; thence northeasterly along the arc of a tangent curve said curve being concave to the Northwest having a radius of 250.00 feet, a delta of  $72^{\circ}12'51''$ , an arc distance of 315.09 feet; thence South  $89^{\circ}33'35''$  East, 400.00 feet; thence North  $00^{\circ}09'03''$  West, 435.00 feet to a point of intersection with said South right-of-way line of Southgate Boulevard and said North boundary of Tract A; thence South  $89^{\circ}33'35''$  East, along South right-of-way line and along the North boundary of said Tracts A and C, 1184.52 feet; thence Southeasterly along the arc of a tangent curve, said curve being concave to the Southwest having a radius of 25.00 feet, a delta of  $90^{\circ}00'00''$ , an arc distance of 39.27 feet; thence tangent to said curve South  $00^{\circ}26'25''$  West, 84.00 feet; thence southerly along the arc of a tangent curve, said curve being concave to the West having a radius of 200.00 feet, a delta of  $34^{\circ}18'35''$ , an arc distance of 119.76 feet; thence tangent to said curve South  $34^{\circ}45'00''$  West, 75.55 feet to a point on the right-of-way line of that certain canal right-of-way recorded in Official Records Book 6450, Page 688, of the Public Records of Broward County, Florida, said point also being a point on the arc of a non-tangent curve (radial line thru said point bears South  $28^{\circ}35'58''$  West); thence northwesterly along said right-of-way line and along the arc of said curve being concave to the Southwest having a radius of 280.00 feet, a delta of  $28^{\circ}09'31''$ , an arc distance of 137.61 feet; thence tangent to said curve North  $89^{\circ}33'35''$  West, along said right-of-way line, 650.00 feet; thence southwesterly along said right-of-way line and along the arc of a tangent curve, said curve being concave to the Southeast having a radius of 180.00 feet, a delta of  $90^{\circ}00'00''$ , an arc distance of 282.74 feet; thence tangent to said curve South  $00^{\circ}26'25''$  West, along said right-of-way line and along the East boundary of said Tract A, 72.90 feet; thence Southwesterly along the arc of a tangent curve, said curve being concave to the Northwest having a radius of 300.00 feet, a delta of  $28^{\circ}03'35''$ , an arc distance of 146.92 feet; thence tangent to said curve South  $28^{\circ}30'00''$  West, along said right-of-way line and along said East boundary, 287.48 feet to a point on the arc of a non-tangent curve (radial line thru said point bears North  $07^{\circ}46'43''$  East); thence westerly along the arc of said curve being concave to the North having a radius of 330.00 feet, a delta of  $3^{\circ}18'02''$ , an arc distance of 19.01 feet; thence tangent to said curve North  $78^{\circ}55'15''$  West, 39.26 feet; thence North  $10^{\circ}30'00''$  West, 160.87 feet; thence South  $79^{\circ}30'00''$  West, 478.61 feet; thence westerly along the arc of a tangent curve, said curve being concave to the North having a radius of 350.00 feet, a delta of  $46^{\circ}19'55''$ , an arc distance of 283.03 feet; thence tangent to said curve North  $54^{\circ}10'05''$  West, 621.27 feet; thence Southwesterly along the arc of a tangent curve said curve being concave to the Southeast having a radius of 60.00 feet, a delta of  $108^{\circ}00'00''$ , an arc distance of 113.10 feet; thence tangent to said curve South  $17^{\circ}49'55''$  West, 372.42 feet to a point of intersection with the West boundary of said Section 4; thence South  $00^{\circ}10'05''$  East, along said West boundary, 185.00 feet; thence South  $84^{\circ}10'05''$  East, 140.74 feet; thence easterly along the arc of a tangent curve, said curve being concave to the South having a radius of 300.00 feet, a delta of  $26^{\circ}00'00''$ , an arc distance of 136.14 feet; thence tangent to said curve South  $58^{\circ}10'05''$  East, 775.64 feet to a point on the arc of a non-tangent curve (radial line thru said point bears South  $68^{\circ}39'54''$  East); thence southwesterly along the arc of said curve being concave to the Southeast having a radius of 240.00 feet, a delta of  $7^{\circ}32'24''$ , an arc distance of 31.58 feet; thence tangent to said curve South  $13^{\circ}47'42''$  West, 10.01 feet; thence southwesterly along the arc of a tangent curve, said curve being concave to the Northwest having a radius of 25.00 feet, a delta of  $95^{\circ}26'33''$ , an arc distance of 41.65 feet to a point of intersection with the northerly right-of-way line of N.W. 81st Street, as recorded in Official Records Book 6450, Page 688, of the Public Records of Broward County, Florida, said point also being a point of compound curvature; thence westerly along said northerly right-of-way line and along the arc of a tangent curve being concave to the North having a radius of 1395.00 feet, a delta of  $0^{\circ}43'43''$ , an arc distance of 17.74 feet; thence tangent to said curve North  $70^{\circ}02'03''$  West, along said northerly right-of-way line and along the southerly boundary of said Tracts B and A, 461.99 feet; thence westerly along said northerly right-of-way line and along the arc of a tangent curve, said curve being concave to the South having a radius of 1270.00 feet, a delta of  $19^{\circ}30'09''$ , an arc distance of 432.29 feet; thence tangent to said curve North  $89^{\circ}32'12''$  West, along said right-of-way line, 206.15 feet; thence northwesterly along the arc of a tangent curve, said curve being concave to the Northeast having a radius of 25.00 feet, a delta of  $102^{\circ}10'28''$ , an arc distance of 44.58 feet to a point of reverse curvature, said point also being on the East right-of-way line of N.W. 88th Avenue, as recorded on Official Records Book 4747, Page 183, of the Public Records of Broward County, Florida; thence northerly along said right-of-way line (said line also being the West boundary of said Tract A), and along the arc of a tangent curve, said curve being concave to the West having a radius of 1053.00 feet, a delta of  $12^{\circ}48'21''$ , an arc distance of 235.35 feet; thence tangent to said curve North  $00^{\circ}10'05''$  West, along said West boundary of Tract A, 969.69 feet; thence northeasterly along the arc of a tangent curve, said curve being concave to the Southeast having a radius of 25.00 feet, a delta of  $90^{\circ}36'30''$ , an arc distance of 39.54 feet to a point on said South right-of-way line of Southgate Boulevard; thence South  $89^{\circ}33'35''$  East, along said South right-of-way line, 171.74 feet to the POINT OF BEGINNING.

### TOGETHER WITH

A portion of Tract C of said LAND SEC. 4 GOLF COURSE PLAT and a portion of FORT LAUDERDALE TRUCK FARMS SUBDIVISION of Section 4, Township 49 South, Range 41 East, described as follows:

BEGINNING at the most northeasterly corner of said Tract C; thence South  $00^{\circ}12'16''$  East, along the East boundary of said Tract C, 1323.97 feet to a point on the northerly right-of-way line of N.W. 82nd Street, as recorded in Official Records Book 6450, Page 688, of the Public Records of Broward County, Florida; thence South  $89^{\circ}47'44''$  West, along said northerly right-of-way line and along the South boundary of said Tract C, 200.00 feet; thence westerly along said northerly right-of-way line and along the arc of a tangent curve, said curve being concave to the South having a radius of 680.00 feet, a delta of  $4^{\circ}26'58''$ , an arc distance of 52.81 feet to the Southeast corner of WOODMONT TRACT 51, according to the Plat thereof, as recorded in Plat Book 92, Page 32, of the Public Records of Broward County, Florida; thence North  $04^{\circ}39'14''$  West, along the easterly boundary of said WOODMONT TRACT 51, 361.86 feet; thence northwesterly along the boundary of said WOODMONT TRACT 51 and along the arc of a tangent curve, said curve being concave to the Southwest having a radius of 100.00 feet, a delta of  $102^{\circ}20'46''$ , an arc distance of 178.63 feet to a point of compound curvature; thence southwesterly along the boundary of said WOODMONT TRACT 51 and along the arc of a tangent curve, said curve being concave to the Southeast having a radius of 1000.00 feet, a delta of  $35^{\circ}30'00''$ , an arc distance of 619.59 feet to a point of compound curvature; thence southerly along the boundary of said WOODMONT TRACT 51 and along the arc of a tangent curve, said curve being concave to the East having a radius of 200.00 feet, a delta of  $70^{\circ}00'00''$ , an arc distance of 244.35 feet; thence tangent to said curve South  $32^{\circ}30'00''$  East, along said boundary of WOODMONT TRACT 51, 171.20 feet to a point of cusp;



## LEGAL DESCRIPTION

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thence northwesterly along the boundary of that certain canal right-of-way as recorded in Official Records Book 6450, Page 688, of the Public Records of Broward County, Florida, and along the arc of a tangent curve, said curve being concave to the Southwest and having a radius of 230.00 feet; a delta of  $43^{\circ}32'56''$ , an arc distance of 174.82 feet to a point of reverse curvature; thence northwesterly along said right-of-way line and along the arc of a tangent curve said curve being concave to the Northeast having a radius of 150.00 feet, a delta of  $62^{\circ}02'56''$ , an arc distance of 162.44 feet thence tangent to said curve North  $14^{\circ}00'00''$  West, along said right-of-way line, 169.36 feet; thence northwesterly along said right-of-way line and along the arc of a tangent curve said curve being concave to the Southwest having a radius of 280.00 feet, a delta of  $59^{\circ}00'00''$ , an arc distance of 288.33 feet; thence tangent to said curve North  $73^{\circ}00'00''$  West, along said right-of-way line, an arc distance of 80.00 feet; thence northwesterly along said right-of-way line and along the arc of a tangent curve, said curve being concave to the Northeast having a radius of 200.00 feet, a delta of  $41^{\circ}00'00''$ , an arc distance of 143.12 feet; thence tangent to said curve North  $32^{\circ}00'00''$  West, along said right-of-way line, 650.00 feet; thence northwesterly along said right-of-way line and along the arc of a tangent curve, said curve being concave to the Southwest having a radius of 280.00 feet, a delta of  $17^{\circ}06'01''$ , an arc distance of 83.57 feet; thence North  $34^{\circ}45'00''$  East, 75.55 feet; thence northerly along the arc of a tangent curve, said curve being concave to the West having a radius of 260.00 feet, a delta of  $7^{\circ}03'03''$ , an arc distance of 32.00 feet to a point of reverse curvature; thence northeasterly along the arc of a tangent curve, said curve being concave to the Southeast having a radius of 25.00 feet, a delta of  $79^{\circ}53'45''$ , an arc distance of 34.86 feet; thence tangent to said curve South  $72^{\circ}24'17''$  East, 31.18 feet; thence southeasterly along the arc of a tangent curve being concave to the Northeast having a radius of 730.00 feet, a delta of  $3^{\circ}37'17''$ , an arc distance of 46.14 feet; thence South  $00^{\circ}26'25''$  West, 31.39 feet; thence southerly along the arc of a tangent curve, said curve being concave to the East having a radius of 200.00 feet; a delta of  $27^{\circ}11'35''$ , an arc distance of 94.92 feet; thence North  $89^{\circ}31'26''$  East, 162.02 feet; thence easterly along the arc of a tangent curve being concave to the South having a radius of 400.00 feet, a delta of  $42^{\circ}43'43''$ , an arc distance of 298.30 feet to a point of reverse curvature; thence southeasterly along the arc of a tangent curve, said curve being concave to the Northeast having a radius of 540.00 feet, a delta of  $44^{\circ}48'43''$ , an arc distance of 422.34 feet; thence tangent to said curve North  $87^{\circ}26'25''$  East, 535.00 feet; thence northeasterly along the arc of a tangent curve, said curve being concave to the Northwest having a radius of 75.00 feet, a delta of  $90^{\circ}00'00''$ , an arc distance of 117.81 feet; thence tangent to said curve North  $02^{\circ}33'35''$  West, 130.00 feet; thence Northwesterly along the arc of a tangent curve, said curve being concave to the Southwest having a radius of 75.00 feet, a delta of  $90^{\circ}00'00''$ , an arc distance of 117.81 feet; thence tangent to said curve South  $87^{\circ}26'25''$  West, 535.00 feet; thence Northwesterly along the arc of a tangent curve, said curve being concave to the Northeast having a radius of 260.00 feet, a delta of  $43^{\circ}00'00''$ , an arc distance of 195.13 feet to a point of reverse curvature; thence northwesterly along the arc of a tangent curve, said curve being concave to the Southwest having a radius of 700.00 feet, a delta of  $41^{\circ}19'36''$ , an arc distance of 504.90 feet to a point of reverse curvature; thence westerly along the arc of a tangent curve, said curve being concave to the North having a radius of 565.00 feet, a delta of  $18^{\circ}28'53''$ , an arc distance of 182.25 feet; thence North  $84^{\circ}22'31''$  West, 79.51 feet; thence North  $00^{\circ}26'25''$  East, 35.00 feet; thence northeasterly along the arc of a tangent curve, said curve being concave to the Southeast having a radius of 25.00 feet, a delta of  $90^{\circ}00'00''$ , an arc distance of 39.27 feet to a point on the South right-of-way line of Southgate Boulevard; thence tangent to said curve South  $89^{\circ}33'35''$  East, along the said South right-of-way, 1775.00 feet to the POINT OF BEGINNING.

### ALSO TOGETHER WITH

A portion of Tract D of said LAND SEC. 4 GOLF COURSE PLAT and a portion of said FORT LAUDERDALE TRUCK FARMS SUBDIVISION of Section 4, Township 49 South, Range 41 East, described as follows:

Beginning at the most southwesterly corner of said Tract D; thence North  $14^{\circ}00'13''$  East, along the West boundary of said Tract D and along the right-of-way line of that certain canal right-of-way as recorded in Official Records Book 6450, Page 688, of the Public Records of Broward County, Florida, 40.24 feet; thence northeasterly along said right-of-way line and along the arc of a tangent curve, said curve being concave to the Southeast having a radius of 100.00 feet, a delta of  $92^{\circ}47'07''$ , an arc distance of 161.94 feet to a point of reverse curvature; thence northeasterly along said right-of-way line and along the arc of a tangent curve, said curve being concave to the Northwest having a radius of 180.00 feet, a delta of  $78^{\circ}17'21''$ , an arc distance of 245.95 feet; thence tangent to said curve North  $28^{\circ}30'00''$  East, 425.78 feet to a point on the arc of a non-tangent curve (radial line thru said point bears North  $01^{\circ}47'58''$  West); thence northeasterly along the arc of said curve being concave to the Northwest having a radius of 390.00 feet; a delta of  $18^{\circ}12'02''$ , an arc distance of 123.80 feet; thence tangent to said curve North  $70^{\circ}00'00''$  East, 430.00 feet; thence North  $87^{\circ}00'00''$  East, 790.00 feet to a point on the aforesaid canal right of way; thence South  $32^{\circ}00'00''$  East, along said right-of-way line, 276.10 feet; thence southeasterly along said right-of-way line and along the arc of a tangent curve, said curve being concave to the Northeast having a radius of 280.00 feet, a delta of  $41^{\circ}00'00''$ , an arc distance of 200.36 feet; thence tangent to said curve South  $73^{\circ}00'00''$  East, along said right-of-way line, 80.00 feet; thence southeasterly along said right-of-way line and along the arc of a tangent curve, said curve being concave to the Southwest having a radius of 200.00 feet, a delta of  $59^{\circ}00'00''$ , an arc distance of 205.95 feet; thence tangent to said curve South  $14^{\circ}00'00''$  East, along said right-of-way line, 169.36 feet; thence southeasterly along said right-of-way line and along the arc of a tangent curve, said curve being concave to the Northeast having a radius of 230.00 feet, a delta of  $62^{\circ}02'56''$ , an arc distance of 249.08 feet to a point of reverse curvature; thence southeasterly along said right-of-way line and along the arc of a tangent curve, said curve being concave to the Southwest having a radius of 150.00 feet, a delta of  $43^{\circ}32'56''$ , an arc distance of 114.01 feet; thence tangent to said curve South  $32^{\circ}30'00''$  East, along said right-of-way line, 50.00 feet to a point on the northerly right-of-way line of N.W. 82nd Street, as recorded in Official Records Book 6450, Page 688, of the Public Records of Broward County, Florida; thence South  $49^{\circ}31'56''$  West, along said right-of-way line 273.71 feet; thence southwesterly along the arc of a tangent curve, said curve being concave to the Northwest having a radius of 1395.00 feet, a delta of  $14^{\circ}28'04''$ , an arc distance of 352.26 feet; thence tangent to said curve South  $64^{\circ}00'00''$  West, along said right-of-way line, 36.78 feet thence westerly along the arc of a tangent curve, said curve being concave to the North having a radius of 25.00 feet, a delta of  $86^{\circ}52'08''$ , an arc distance of 37.90 feet to a point of reverse curvature; thence northwesterly along the northerly right-of-way line of N.W. 81st Street, as recorded in said Official Records Book 6450, Page 688 and along the arc of a tangent curve, said curve being concave to the Southwest having a radius of 1165.00 feet, a delta of  $22^{\circ}18'12''$ , an arc distance of 453.50 feet to a point on the arc of a radially tangent curve; thence northerly along the arc of a tangent curve, said curve being concave to the West having a radius of 300.00 feet, a delta of  $52^{\circ}52'37''$ , an arc distance of 276.88 feet; thence tangent to said curve North  $14^{\circ}18'41''$  West, 90.00 feet; thence North  $24^{\circ}06'06''$  West, 435.26 feet; thence northwesterly along the arc of a tangent curve, said curve being concave to the Southwest having a radius of 100.00 feet, a delta of  $83^{\circ}04'02''$ , an arc distance of 144.98 feet; thence tangent to said curve South  $72^{\circ}49'52''$  West, 501.42 feet; thence South  $69^{\circ}19'52''$  West, 362.18 feet; thence southerly along the arc of a tangent curve, said curve being concave to the East having a radius of 170.00 feet, a delta of  $76^{\circ}00'00''$ , an arc distance of 225.50 feet; thence tangent to said curve South  $06^{\circ}40'08''$  East 137.18 feet to a point on said northerly right-of-way line of N.W. 81st Street; thence South  $83^{\circ}19'52''$  West, along said right-of-way line, 208.97 feet; thence westerly along said right-of-way line and along the arc of a tangent curve, said curve being concave to the North having a radius of 1395.00 feet, a delta of  $19^{\circ}01'46''$ , an arc distance of 463.32 feet to the POINT OF BEGINNING.





## LEGAL DESCRIPTION

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### ALSO TOGETHER WITH

A portion of said Tract D described as follows:

BEGINNING at the most northerly and westerly corner of said Tract D; thence South  $61^{\circ}30'00''$  East, 206.31 feet; thence South  $70^{\circ}00'00''$  West, 235.30 feet; thence southwesterly along the arc of a tangent curve being concave to the Northwest having a radius of 330.00 feet, a delta of  $11^{\circ}53'53''$ , an arc distance of 68.53 feet to a point on the right-of-way of that certain canal right-of-way as recorded in Official Records Book 6450, Page 688 of the Public Records of Broward County, Florida; thence North  $28^{\circ}30'00''$  East, along said right-of-way line, 222.49 feet to the POINT OF BEGINNING.

### ALSO TOGETHER WITH

Tracts E and F of said LAND SEC. 4 GOLF COURSE PLAT.

### AND

Tracts G, H, I, J, K, L, M, N, O, P, and Q, LAND SEC. 4 GOLF COURSE PLAT, according to the Plat thereof as recorded in Plat Book 88, Page 20 of the Public Records of Broward County, Florida.

### AND

Parcel "A", WOODMONT RECREATION COMPLEX, according to the plat thereof, as recorded in Plat Book 91, Page 49, of the Public Records of Broward County, Florida.

Said lands lying and being in the City of Tamarac, Broward County, Florida, and containing 285.00 acres, more or less.

### LESS THE FOLLOWING CLUB HOUSE POD

A portion of Tract "K", *Land Sec. 4 Golf Course Plat*, as recorded in Plat Book 88, Page 20, of the Public Records of Broward County, Florida, and a portion of *Parcel "A", Woodmont Recreation Complex*, as recorded in Plat Book 91, Page 49, of the Public Records of Broward County, Florida, all being more particularly described as follows:

**Commencing** at the Easternmost Southeast corner of said Tract "K", said point being a point on the North line of NW 75th Street as described in Official Records Book 6450, Page 688, and a point on the arc of a circular curve, concave to the South, having a radius of 1,950.00 feet and a central angle of  $00^{\circ}21'32''$ , a radial line bears from said point South  $08^{\circ}18'18''$  East; Thence, Easterly along the arc of said curve, an arc distance of 12.21 feet to the **Point of Beginning**; Thence, North  $22^{\circ}04'10''$  East, a distance of 315.71 feet; Thence, North  $11^{\circ}17'44''$  East, a distance of 349.63 feet; Thence, North  $09^{\circ}58'39''$  West, a distance of 256.57 feet; Thence, North  $52^{\circ}45'41''$  West, a distance of 95.76 feet; Thence, South  $87^{\circ}44'10''$  East, a distance of 337.92 feet to the point of curvature of a circular curve, concave to the North, having a radius of 300.00 feet and a central angle of  $19^{\circ}38'59''$ ; Thence, Northeasterly along the arc of said curve, an arc distance of 102.89 feet to the point of tangency; Thence, North  $72^{\circ}36'51''$  East, a distance of 23.61 feet to the point of curvature of a circular curve, concave to the South, having a radius of 100.00 feet and a central angle of  $19^{\circ}55'40''$ ; Thence, Northeasterly along the arc of said curve, an arc distance of 34.78 feet to the point of tangency; Thence, South  $87^{\circ}27'29''$  East, a distance of 98.13 feet to a point on the arc of a circular curve, concave to the North, having a radius of 120.00 feet and a central angle of  $72^{\circ}29'41''$ ; a radial line bears from said point North  $50^{\circ}42'59''$  East; Thence, Southeasterly along the arc of said curve, an arc distance of 151.83 feet to a point on the West line of NW 80th Avenue; Thence, South  $21^{\circ}00'00''$  West, along said West line, a distance of 273.62 feet to the point of curvature of a circular curve, concave to the East, having a radius of 1,950.00 feet and a central angle of  $18^{\circ}43'45''$ ; Thence, Southerly along the arc of said curve, and the West line of NW 80th Avenue, an arc distance of 637.43 feet to the point of reverse curvature of a circular curve concave Northwesterly having a radius of 25.00 feet and a central angle of  $88^{\circ}06'50''$ ; Thence, Southwesterly along the arc of said curve, and the North line of 75th Street, an arc distance of 38.45 feet to the point of tangency; Thence, North  $89^{\circ}36'55''$  West, along the North line of 75th Street, a distance of 264.00 feet to the point of curvature of a circular curve, concave to the South, having a radius of 1,950.00 feet and a central angle of  $08^{\circ}19'52''$ ; Thence, Southwesterly along the arc of said curve, and the North line of NW 75th Street, an arc distance of 283.54 feet to the **Point of Beginning**.

Said lands lying and being in the City of Tamarac, Broward County, Florida, and containing 489,437 square feet (11.24 acres) more or less.

**EXHIBIT “F-1”**

**CONSOLIDATED, AMENDED AND RESTATED AMENDMENT COVENANT**

Return to: (enclose self-addressed stamped envelope)

**This Instrument Prepared by:**

Scott Backman, Esq.  
Dunay, Miskel, Backman & Blattner  
14 SE 4<sup>th</sup> Street, Suite 36  
Boca Raton, Florida 33432

SPACE ABOVE THIS LINE FOR PROCESSING DATA

SPACE ABOVE THIS LINE FOR PROCESSING DATA

**CONSOLIDATED, AMENDED AND RESTATED COVENANT**

THIS CONSOLIDATED, AMENDED AND RESTATED COVENANT made this \_\_\_\_ day of \_\_\_\_\_, 2014 ("Covenant") by the undersigned WOODMONT COUNTRY CLUB, INC., a Florida corporation, having an address at 7801 N.W. 80<sup>th</sup> Avenue, Tamarac, Florida 33321 ("Woodmont"), with the joinder and consent of the CITY OF TAMARAC, a Florida municipal corporation, having an address at 7525 N.W. 88<sup>th</sup> Avenue, Tamarac, Florida 33321 ("City").

**WITNESSETH:**

WHEREAS, Woodmont, as successor in interest by merger, is the fee simple owner of the lands described on Exhibit "A", attached hereto and made a part hereof ("Original Golf Course"), and

WHEREAS, the Original Golf Course was subject to that certain Covenant recorded in Official Records Book 6450, at Page 729, as affected by that certain Covenant recorded in Official Records Book 6890, at Page 26, as further affected by that certain Vacation of Covenant recorded in Official Records Book 8783, at Page 944, as further affected by that certain Covenant recorded in Official Records Book 8898, at Page 440, as further affected by that certain Covenant recorded in Official Records Book 9345, at Page 773, as further affected by that certain Corrective Vacation of Covenant recorded in Official Records Book 9455, at Page 783, each of the foregoing being recorded amongst the Public Records of Broward County, Florida (collectively, the "Consolidated Covenant"); and

WHEREAS, Woodmont desires to amend and restate the Consolidated Covenant in its entirety with this Covenant by releasing certain lands from the Consolidated Covenant legally described on Exhibit "B", attached hereto and made a part hereof ("Released Lands"), and replacing the legal description of the Original Golf Course with the legal description of the new golf course, as legally described on Exhibit "C" attached hereto and made a part hereof ("New Golf Course"); and

WHEREAS, Woodmont is desirous of assuring the owners of residential properties in the neighborhood of the New Golf Course and City that the New Golf Course shall be used for golf course and open space purposes; and

WHEREAS, City is desirous of joining into and consents to this Covenant to amend and restate the Consolidated Covenant in its entirety pursuant to Resolution \_\_\_\_\_, attached hereto and made a part hereof as Exhibit "D" (the "Resolution"); and

NOW, THEREFORE, the undersigned as owner of the New Golf Course hereby covenants and agrees as follows:

1. The New Golf Course shall, for a period of \_\_\_\_\_ years from the date of execution of this Covenant, be restricted for use as golf course, country club and recreational or open space purposes only, which uses may include, but shall not be limited to, a clubhouse, pro shop, hotel, locker rooms, swimming pools, cabanas, liquor, beer and wine bar facilities, dining room facilities, parking, tennis courts, putting greens, golf driving ranges and all other incidental uses thereto.

2. This Covenant shall inure to the benefit of all property owners in the City of Tamarac.

3. The restrictions set forth in this Covenant regarding the use of the New Golf Course shall in no manner create an obligation on the part of Woodmont, or its successors or assigns, to operate the golf course or recreational facilities.

4. The restrictions set forth in this Covenant shall be subject to any present or future grants of easements, licenses, fee title or other rights to use New Golf Course to public utility companies so long as such grant(s) of easements, licenses, fee title or the rights to use said New Golf Course do not interfere with the use of the New Golf Course for golf or recreational purposes.

5. The restrictions set forth in this Covenant shall be subject to any present or future grants of easements, licenses, fee title or other right to use the New Golf Course to the public or to any public entity such as a municipal corporation so long as such grant(s) of easements, licenses, fee title or other rights to use said lands do not interfere with the use of the New Golf Course for golf or recreational purposes.

6. This Covenant shall constitute a covenant running with the land and shall be binding upon the undersigned and inure to the benefit of the parties hereto and their respective transferees, successors, and assigns.

7. Neither this Covenant, nor any provision hereof, may be waived, modified, amended, discharged, or terminated, except by an instrument in writing signed by both Woodmont and City or their respective successors and/or assigns; provided, however, in the event there are minor modifications to the legal description for the New Golf Course required to correct the legal description attached hereto as Exhibit C, such corrections shall not require the joinder and consent of City to amend this Covenant. A minor modification shall be defined as a change to the legal description that does not materially alter the location or size of the property.

8. The Released Lands are hereby released from the Consolidated Covenant and not restricted or encumbered by this Covenant.

9. The Consolidated Covenant is hereby amended and restated in its entirety and superseded by this Covenant as set forth herein.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this \_\_\_\_ day of \_\_\_\_\_, 2014.

Signed, sealed and delivered  
in the presence of:

WOODMONT COUNTRY CLUB, INC.,  
a Florida corporation

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

STATE OF FLORIDA       )  
                                  ) SS:  
COUNTY OF \_\_\_\_\_)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by \_\_\_\_\_, the \_\_\_\_\_ of WOODMONT COUNTRY CLUB, INC., a Florida corporation, freely and voluntarily under authority duly vested in him/her by said corporation and that the seal affixed thereto is the true corporate seal of said corporation. He/she is personally known to me or who has produced \_\_\_\_\_ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this \_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Typed, printed or stamped name of Notary Public

My Commission Expires:



JOINDER AND CONSENT OF THE CITY OF TAMARAC

The City of Tamarac does hereby join in and consent to the terms of this Covenant for the purposes approving the amendment and restatement of the Consolidated Covenant in its entirety pursuant to the Resolution of the City, attached hereto and made a part hereof as Exhibit "D".

CITY OF TAMARAC:

\_\_\_\_\_

\_\_\_\_\_  
Harry Dressler, Mayor

\_\_\_\_\_  
WITNESS – PRINT NAME

\_\_\_\_\_  
Date:

\_\_\_\_\_

\_\_\_\_\_  
Michael Cernech, City Manager

\_\_\_\_\_  
WITNESS – PRINT NAME

\_\_\_\_\_  
Date:

ATTEST:

Approved as to form and legal sufficiency:

\_\_\_\_\_  
Pat Teufel  
City Clerk

\_\_\_\_\_  
Samuel S. Goren, City Attorney

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Date:

STATE OF FLORIDA     )  
                                  ) ss:  
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by Harry Dressler, as Mayor of the City of Tamarac, a Florida municipal corporation, on behalf of the City, freely and voluntarily under authority duly vested in him by said municipal corporation and that the seal affixed thereto is the true corporate seal of said municipal corporation. She is personally known to me or has produced \_\_\_\_\_ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this \_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Notary Public, State of Florida

My Commission Expires:

\_\_\_\_\_  
Typed, printed or stamped name of Notary  
Public

STATE OF FLORIDA     )  
                                  ) ss:  
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by Michael Cernech, as City Manager of the City of Tamarac, a Florida municipal corporation, on behalf of the City, freely and voluntarily under authority duly vested in him by said municipal corporation and that the seal affixed thereto is the true corporate seal of said municipal corporation. He is personally known to me or has produced \_\_\_\_\_ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this \_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Notary Public, State of Florida

My Commission Expires:

\_\_\_\_\_  
Typed, printed or stamped name of Notary  
Public

EXHIBIT "A"  
TO  
CONSOLIDATED, AMENDED AND RESTATED COVENANT  
ORIGINAL GOLF COURSE

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### *Legal Description of Developer's Property*

#### PARCEL 1:

Tracts G, H, I, J, K, L, M, N, O, P and Q, LAND SEC. 4 GOLF COURSE PLAT, according to the Plat thereof as recorded in Plat Book 88, Page 20, of the Public Records of Broward County, Florida; and

Parcel "A", WOODMONT RECREATION COMPLEX, according to the plat thereof, as recorded in Plat Book 91, Page 49, of the Public Records of Broward County, Florida.

#### PARCEL 2:

A portion of Tracts, A, B, and C, LAND SEC. 4 GOLF COURSE PLAT according to the plat thereof, as recorded in Plat Book 88, Page 20, of the Public Records of Broward County, Florida, and a portion of FORT LAUDERDALE TRUCK FARMS SUBDIVISION of Section 4, Township 49 South, Range 41 East, according to the plat thereof, as recorded in Plat Book 4, Page 31, of the Public Records of Broward County, Florida, described as follows:

COMMENCING at the Northwest corner of Section 4, Township 49 South, Range 41 East; thence North 00°10'05" West, along the West boundary of said Section 4, 6.33 feet to the POINT OF BEGINNING, said point also being on the South right-of-way line of Southgate Boulevard and the North boundary of said Tract A; thence South 89°33'35" East, along said South right-of-way line and North boundary, 506.18 feet; thence South 00°09'03" East, 389.13 feet; thence South 69°45'23" East, 379.53 feet; thence northeasterly along the arc of a tangent curve said curve being concave to the Northwest having a radius of 250.00 feet, a delta of 72°12'51", an arc distance of 315.09 feet; thence South 89°33'35" East, 400.00 feet; thence North 00°09'03" West, 435.00 feet to a point of intersection with said South right-of-way line of Southgate Boulevard and said North boundary of Tract A; thence South 89°33'35" East, along said South right-of-way line and along the North boundary of said Tracts A and C, 1184.52 feet; thence southeasterly along the arc of a tangent curve, said curve being concave to the Southwest having a radius of 25.00 feet, a delta of 90°00'00", an arc distance of 39.27 feet; thence tangent to said curve South 00°26'25" West, 84.00 feet; thence southerly along the arc of a tangent curve, said curve being concave to the West having a radius of 200.00 feet, a delta of 34°18'35", an arc distance of 119.76 feet; thence tangent to said curve South 34°45'00" West, 75.55 feet to a point on the right-of-way line of that certain canal right-of-way recorded in Official Records Book 6450, Page 688, of the Public Records of Broward County, Florida, said point also being a point on the arc of a non-tangent curve (radial line thru said point bears South 28°35'58" West); thence northwesterly along said right-of-way line and along the arc of said curve being concave to the Southwest having a radius of 280.00 feet, a delta of 28°09'31", an arc distance of 137.61 feet; thence tangent to said curve North 89°33'35" West, along said right-of-way line, 650.00 feet; thence southwesterly along said right-of-way line and along the arc of a tangent curve, said curve being concave to the Southeast having a radius of 180.00 feet, a delta of 90°00'00", an arc distance of 282.74 feet; thence tangent to said curve South 00°26'25" West, along said right-of-way line and along the East boundary of said Tract A, 72.90 feet; thence southwesterly along the arc of a tangent curve, said curve being concave to the Northwest having a radius of 300.00 feet, a delta of 28°03'35", an arc distance of 146.92 feet; thence tangent to said curve South 28°30'00" West, along said right-of-way line and along said East boundary, 287.48 feet to a point on the arc of a non-tangent curve (radial line thru said point bears North 07°46'43" East); thence westerly along the arc of said curve being concave to the North having a radius of 330.00 feet, a delta of 3°18'02", an arc distance of 19.01 feet; thence tangent to said curve North 78°55'15" West, 39.26 feet; thence North 10°30'00" West, 160.87 feet; thence South 79°30'00" West, 478.61 feet; thence westerly along the arc of a tangent curve, said curve being concave to the North having a radius of 350.00 feet, a delta of 46°19'55", an arc distance of 283.03 feet; thence tangent to said curve North 54°10'05" West, 621.27 feet; thence southwesterly along the arc of a tangent curve said curve being concave to the Southeast having a radius of 60.00 feet, a delta of 108°00'00", an arc distance of 113.10 feet; thence tangent to said curve South 17°49'55" West, 372.42 feet to a point of intersection with the West boundary of said Section 4; thence South 00°10'05"

East, along said West boundary, 185.00 feet; thence South  $84^{\circ}10'05''$  East, 140.74 feet; thence easterly along the arc of a tangent curve, said curve being concave to the South having a radius of 300.00 feet, a delta of  $26^{\circ}00'00''$ , an arc distance of 136.14 feet; thence tangent to said curve South  $58^{\circ}10'05''$  East, 775.64 feet to a point on the arc of a non-tangent curve (radial line thru said point bears South  $68^{\circ}39'54''$  East); thence Southwesterly along the arc of said curve being concave to the Southeast having a radius of 240.00 feet, a delta of  $7^{\circ}32'24''$ , an arc distance of 31.58 feet; thence tangent to said curve South  $13^{\circ}47'42''$  West, 10.01 feet; thence southwesterly along the arc of a tangent curve, said curve being concave to the Northwest having a radius of 25.00 feet, a delta of  $95^{\circ}26'33''$ , an arc distance of 41.65 feet to a point of intersection with the northerly right-of-way line of N.W. 81st Street, as recorded in Official Records Book 6450, Page 688, of the Public Records of Broward County, Florida, said point also being a point of compound curvature; thence westerly along said northerly right-of-way line and along the arc of a tangent curve being concave to the North having a radius of 1395.00 feet, a delta of  $0^{\circ}43'43''$ , an arc distance of 17.74 feet; thence tangent to said curve North  $70^{\circ}02'03''$  West, along said northerly right-of-way line and along the southerly boundary of said Tracts B and A, 461.99 feet; thence westerly along said northerly right-of-way line and along the arc of a tangent curve, said curve being concave to the South having a radius of 1270.00 feet, a delta of  $19^{\circ}30'09''$ , arc distance of 432.29 feet; thence tangent to said curve North  $89^{\circ}32'12''$  West, along said right-of-way line, 206.15 feet; thence northwesterly along the arc of a tangent curve, said curve being concave to the Northeast having a radius of 25.00 feet, a delta of  $102^{\circ}10'28''$ , an arc distance of 44.58 feet to a point of reverse curvature, said point also being on the East right-of-way line of N.W. 88th Avenue, as recorded in Official Records Book 4747, Page 183, of the Public Records of Broward County, Florida; thence northerly along said right-of-way line (said line also being the West boundary of said Tract A), and along the arc of a tangent curve, said curve being concave to the West having a radius of 1053.00 feet, a delta of  $12^{\circ}48'21''$ , an arc distance of 235.35 feet; thence tangent to said curve North  $00^{\circ}10'05''$  West, along said West boundary of Tract A, 969.69 feet; thence northeasterly along the arc of a tangent curve, said curve being concave to the Southeast having a radius of 25.00 feet, a delta of  $90^{\circ}36'30''$ , an arc distance of 39.54 feet to a point on said South right-of-way line of Southgate Boulevard; thence South  $89^{\circ}33'35''$  East, along said South right-of-way line, 171.74 feet to the POINT OF BEGINNING.

### PARCEL 3:

A portion of Tract C of said LAND SEC. 4 GOLF COURSE PLAT according to the plat thereof, as recorded in Plat Book 88, Page 20, of the Public Records of Broward County, Florida, and a portion of FORT LAUDERDALE TRUCK FARMS SUBDIVISION of Section 4, Township 49 South, Range 41 East, according to the plat thereof, as recorded in Plat Book 4, Page 31, described as follows:

BEGINNING at the most northeasterly corner of said Tract C; thence South  $00^{\circ}12'16''$  East, along the East boundary of said Tract C, 1323.97 feet to a point on the northerly right-of-way line of N.W. 82nd Street, as recorded in Official Records Book 6450, Page 688, of the Public Records of Broward County, Florida; thence South  $89^{\circ}47'44''$  West, along said northerly right-of-way line and along the South boundary of said Tract C, 200.00 feet; thence westerly along said northerly right-of-way line and along the arc of a tangent curve, said curve being concave to the South having a radius of 680.00 feet, a delta of  $4^{\circ}26'58''$ , an arc distance of 52.81 feet to the Southeast corner of WOODMONT TRACT 51, according to the Plat thereof, as recorded in Plat Book 92, Page 32, of the Public Records of Broward County, Florida; thence North  $04^{\circ}39'14''$  West, along the easterly boundary of said WOODMONT TRACT 51, 361.86 feet; thence northwesterly along the boundary of said WOODMONT TRACT 51 and along the arc of a tangent curve, said curve being concave to the Southwest having a radius of 100.00 feet, a delta of  $102^{\circ}20'46''$ , an arc distance of 178.63 feet to a point of compound curvature; thence southwesterly along the boundary of said WOODMONT TRACT 51 and along the arc of a tangent curve, said curve being concave to the Southeast having a radius of 1000.00 feet, a delta of  $35^{\circ}30'00''$ , an arc distance of 619.59 feet to a point of compound curvature; thence southerly along the boundary of said WOODMONT TRACT 51 and along the arc of a tangent curve, said curve being concave to the East having a radius of 200.00 feet, a delta of  $70^{\circ}00'00''$ , an arc distance of 244.35 feet; thence tangent to said curve South  $32^{\circ}30'00''$  East, along said boundary of WOODMONT TRACT 51, 171.20 feet to a point of cusp; thence northwesterly along the boundary of that certain canal right-of-way as recorded in Official Records Book 6450, Page 688, of the Public Records of Broward County, Florida, and along the arc of a tangent curve, said curve being concave to the Southwest and having a radius of 230.00 feet, a delta of  $43^{\circ}32'56''$ , an arc distance of

174.82 feet to a point of reverse curvature; thence northwesterly along said right-of-way line and along the arc of a tangent curve said curve being concave to the Northeast having a radius of 150.00 feet, a delta of 62°02'56", an arc distance of 162.44 feet thence tangent to said curve North 14°00'00" West, along said right-of-way line, 169.36 feet; thence northwesterly along said right-of-way line and along the arc of a tangent curve said curve being concave to the Southwest having a radius of 280.00 feet, a delta of 59°00'00", an arc distance of 288.33 feet; thence tangent to said curve North 73°00'00" West, along said right-of-way line, an arc distance of 80.00 feet; thence northwesterly along said right-of-way line and along the arc of a tangent curve, said curve being concave to the Northeast having a radius of 200.00 feet, a delta of 41°00'00", an arc distance of 143.12 feet; thence tangent to said curve North 32°00'00" West, along said right-of-way line, 650.00 feet; thence northwesterly along said right-of-way line and along the arc of a tangent curve, said curve being concave to the Southwest having a radius of 280.00 feet, a delta of 17°06'01", an arc distance of 83.57 feet; thence North 34°45'00" East, 75.55 feet; thence northerly along the arc of a tangent curve, said curve being concave to the West having a radius of 260.00 feet, a delta of 7°03'03", an arc distance of 32.00 feet to a point of reverse curvature; thence northeasterly along the arc of a tangent curve, said curve being concave to the Southeast having a radius of 25.00 feet, a delta of 79°53'45", an arc distance of 34.86 feet; thence tangent to said curve South 72°24'17" East, 31.18 feet; thence southeasterly along the arc of a tangent curve being concave to the Northeast having a radius of 730.00 feet, a delta of 3°37'17", an arc distance of 46.14 feet; thence South 00°26'25" West, 31.39 feet; thence southerly along the arc of a tangent curve, said curve being concave to the East having a radius of 200.00 feet; a delta of 27°11'35", an arc distance of 94.92 feet; thence North 89°31'26" East, 162.02 feet; thence easterly along the arc of a tangent curve being concave to the South having a radius of 400.00 feet, a delta of 42°43'43", an arc distance of 298.30 feet to a point of reverse curvature; thence southeasterly along the arc of a tangent curve, said curve being concave to the Northeast having a radius of 540.00 feet, a delta of 44°48'43", an arc distance of 422.34 feet; thence tangent to said curve North 87°26'25" East, 535.00 feet; thence northeasterly along the arc of a tangent curve, said curve being concave to the Northwest having a radius of 75.00 feet, a delta of 90°00'00", an arc distance of 117.81 feet; thence tangent to said curve North 02°33'35" West, 130.00 feet; thence northwesterly along the arc of a tangent curve, said curve being concave to the Southwest having a radius of 75.00 feet, a delta of 90°00'00", an arc distance of 117.81 feet; thence tangent to said curve South 87°26'25" West, 535.00 feet; thence northwesterly along the arc of a tangent curve, said curve being concave to the Northeast having a radius of 260.00 feet, a delta of 43°00'00", an arc distance of 195.13 feet to a point of reverse curvature; thence northwesterly along the arc of a tangent curve, said curve being concave to the Southwest having a radius of 700.00 feet, a delta of 41°19'36", an arc distance of 504.90 feet to a point of reverse curvature; thence westerly along the arc of a tangent curve, said curve being concave to the North having a radius of 565.00 feet, a delta of 18°28'53", an arc distance of 182.25 feet; thence North 84°22'31" West, 79.51 feet; thence North 00°26'25" East, 35.00 feet; thence northeasterly along the arc of a tangent curve, said curve being concave to the Southeast having a radius of 25.00 feet, a delta of 90°00'00", an arc distance of 39.27 feet to a point on the South right-of-way line of Southgate Boulevard; thence tangent to said curve South 89°33'35" East, along the said South right-of-way line, 1775.00 feet to the POINT OF BEGINNING.

#### PARCEL 4:

A portion of Tract D of said LAND SEC. 4 GOLF COURSE PLAT according to the plat thereof, as recorded in Plat Book 88, Page 20, of the Public Records of Broward County, Florida, and a portion of FORT LAUDERDALE TRUCK FARMS SUBDIVISION of Section 4, Township 49 South, Range 41 East, according to the plat thereof, as recorded in Plat Book 4, Page 31, described as follows:

BEGINNING at the most southwesterly corner of said Tract D; thence North 14°00'13" East, along the West boundary of said Tract D and along the right-of-way line of that certain canal right-of-way as recorded in Official Records Book 6450, Page 688, of the Public Records of Broward County, Florida, 40.24 feet; thence northeasterly along said right-of-way line and along the arc of a tangent curve, said curve being concave to the Southeast having a radius of 100.00 feet, a delta of 92°47'07", an arc distance of 161.94 feet to a point of reverse curvature; thence northeasterly along said right-of-way line and along the arc of a tangent curve, said curve being concave to the Northwest having a radius of 180.00 feet, a delta of 78°17'21", an arc distance of 245.95 feet; thence tangent to said curve North 28°30'00" East, 425.78 feet to a point on the arc of a non-tangent curve



(radial line thru said point bears North 01°47'58" West); thence northeasterly along the arc of said curve being concave to the Northwest having a radius of 390.00 feet; a delta of 18°12'02", an arc distance of 123.89 feet; thence tangent to said curve North 70°00'00" East, 430.00 feet; thence North 87°00'00" East, 790.00 feet to a point on the aforesaid canal right-of-way; thence South 32°00'00" East, along said right-of-way line, 276.10 feet; thence southeasterly along said right-of-way line and along the arc of a tangent curve, said curve being concave to the Northeast having a radius of 280.00 feet, a delta of 41°00'00", an arc distance of 200.36 feet; thence tangent to said curve South 73°00'00" East, along said right-of-way line, 80.00 feet; thence southeasterly along said right-of-way line and along the arc of a tangent curve, said curve being concave to the Southwest having a radius of 200.00 feet, a delta of 59°00'00", an arc distance of 205.95 feet; thence tangent to said curve South 14°00'00" East, along said right-of-way line, 169.36 feet; thence southeasterly along said right-of-way line and along the arc of a tangent curve, said curve being concave to the Northeast having a radius of 230.00 feet, a delta of 62°02'56", an arc distance of 249.08 feet to a point of reverse curvature; thence southeasterly along said right-of-way line and along the arc of a tangent curve, said curve being concave to the Southwest having a radius of 150.00 feet, a delta of 43°32'56", an arc distance of 114.01 feet; thence tangent to said curve South 32°30'00" East, along said right-of-way line, 50.00 feet to a point on the northerly right-of-way line of N.W. 82nd Street, as recorded in Official Records Book 6450, Page 688, of the Public Records of Broward County, Florida; thence South 49°31'56" West, along said right-of-way line 273.71 feet; thence southwesterly along the arc of a tangent curve, said curve being concave to the Northwest having a radius of 1395.00 feet, a delta of 14°28'04", an arc distance of 352.26 feet; thence tangent to said curve South 64°00'00" West, along said right-of-way line, 36.78 feet; thence westerly along the arc of a tangent curve said curve being concave to the North having a radius of 25.00 feet, a delta of 86°52'08", an arc distance of 37.90 feet to a point of reverse curvature; thence northwesterly along the northerly right-of-way line of N.W. 81st Street, as recorded in said Official Records Book 6450, Page 688 and along the arc of a tangent curve, said curve being concave to the Southwest having a radius of 1165.00 feet, a delta of 22°18'12", an arc distance of 453.50 feet to a point on the arc of a radically tangent curve; thence northerly along the arc of a tangent curve, said curve being concave to the West having a radius of 300.00 feet, a delta of 52°52'37", an arc distance of 276.86 feet; thence tangent to said curve North 14°18'41" West, 90.00 feet; thence North 24°06'06" West, 435.26 feet; thence northwesterly along the arc of a tangent curve, said curve being concave to the Southwest having a radius of 100.00 feet, a delta of 83°04'02", an arc distance of 144.98 feet; thence tangent to said curve South 72°49'52" West, 501.42 feet; thence South 69°19'52" West, 362.18 feet; thence southerly along the arc of a tangent curve, said curve being concave to the East having a radius of 170.00 feet, a delta of 76°00'00", an arc distance of 225.50 feet; thence tangent to said curve South 06°40'08" East 137.18 feet to a point on said northerly right-of-way line of N.W. 81st Street; thence South 83°19'52" West, along said right-of-way line, 208.97 feet; thence westerly along said right-of-way line and along the arc of a tangent curve said curve being concave to the North, having a radius of 1395.00 feet, a delta of 19°01'46", an arc distance of 463.32 feet to the POINT OF BEGINNING.

**PARCEL 5:**

A portion of said Tract D LAND SEC. 4 GOLF COURSE PLAT according to the plat thereof, as recorded in Plat Book 88, Page 20, of the Public Records of Broward County, Florida, described as follows:

BEGINNING at the most northerly and westerly corner of said Tract D; thence South 01°30'00" East, 206.31 feet; thence South 70°00'00" West, 235.30 feet; thence southwesterly along the arc of a tangent curve being concave to the Northwest having a radius of 330.00 feet, a delta of 11°53'53", an arc distance of 68.53 feet to a point on the right-of-way of that certain canal right-of-way as recorded In Official Records Book 6450, Page 688 of the Public Records of Broward County, Florida; thence North 28°30'00" East, along said right-of-way line, 222.49 feet to the POINT OF BEGINNING.

**PARCEL 6:**

TRACTS E and F of said LAND SEC. 4 GOLF COURSE PLAT, according to the Plat thereof as recorded in Plat Book 88, Page 20, of the Public Records of Broward County, Florida.

## ALSO KNOWN AS:

A portion of Tracts, A, B, and C, LAND SEC. 4 GOLF COURSE PLAT according to the plat thereof, as recorded in Plat Book 88, Page 20, of the Public Records of Broward County, Florida, and a portion of FORT LAUDERDALE TRUCK FARMS SUBDIVISION of Section 4, Township 49 South, Range 41 East, according to the plat thereof, as recorded in Plat Book 4, Page 31, of the Public Records of Broward County, Florida, described as follows:

COMMENCING at the Northwest corner of Section 4, Township 49 South, Range 41 East; thence North  $00^{\circ}10'05''$  West, along the West boundary of said Section 4, 6.33 feet to the POINT OF BEGINNING, said point also being on the South right-of-way line of Southgate Boulevard and the North boundary of said Tract A; thence South  $89^{\circ}33'35''$  East, along said South right-of-way line and North boundary, 506.18 feet; thence South  $00^{\circ}09'03''$  East, 389.13 feet; thence South  $69^{\circ}45'23''$  East, 379.53 feet; thence northeasterly along the arc of a tangent curve said curve being concave to the Northwest having a radius of 250.00 feet, a delta of  $72^{\circ}12'51''$ , an arc distance of 315.09 feet; thence South  $89^{\circ}33'35''$  East, 400.00 feet; thence North  $00^{\circ}09'03''$  West, 435.00 feet to a point of intersection with said South right-of-way line of Southgate Boulevard and said North boundary of Tract A; thence South  $89^{\circ}33'35''$  East, along said South right-of-way line and along the North boundary of said Tracts A and C, 1184.52 feet; thence southeasterly along the arc of a tangent curve, said curve being concave to the Southwest having a radius of 25.00 feet, a delta of  $90^{\circ}00'00''$ , an arc distance of 39.27 feet; thence tangent to said curve South  $00^{\circ}26'25''$  West, 84.00 feet; thence southerly along the arc of a tangent curve, said curve being concave to the West having a radius of 200.00 feet, a delta of  $34^{\circ}18'35''$ , an arc distance of 119.76 feet; thence tangent to said curve South  $34^{\circ}45'00''$  West, 75.55 feet to a point on the right-of-way line of that certain canal right-of-way recorded in Official Records Book 6450, Page 688, of the Public Records of Broward County, Florida, said point also being a point on the arc of a non-tangent curve (radial line thru said point bears South  $28^{\circ}35'58''$  West); thence northwesterly along said right-of-way line and along the arc of said curve being concave to the Southwest having a radius of 280.00 feet, a delta of  $28^{\circ}09'31''$ , an arc distance of 137.61 feet; thence tangent to said curve North  $89^{\circ}33'35''$  West, along said right-of-way line, 650.00 feet; thence southwesterly along said right-of-way line and along the arc of a tangent curve, said curve being concave to the Southeast having a radius of 180.00 feet, a delta of  $90^{\circ}00'00''$ , an arc distance of 282.74 feet; thence tangent to said curve South  $00^{\circ}26'25''$  West, along said right-of-way line and along the East boundary of said Tract A, 72.90 feet; thence southwesterly along the arc of a tangent curve, said curve being concave to the Northwest having a radius of 300.00 feet, a delta of  $28^{\circ}03'35''$ , an arc distance of 146.92 feet; thence tangent to said curve South  $28^{\circ}30'00''$  West, along said right-of-way line and along said East boundary, 287.48 feet to a point on the arc of a non-tangent curve (radial line thru said point bears North  $07^{\circ}46'43''$  East); thence westerly along the arc of said curve being concave to the North having a radius of 330.00 feet, a delta of  $3^{\circ}18'02''$ , an arc distance of 19.01 feet; thence tangent to said curve North  $78^{\circ}55'15''$  West, 39.26 feet; thence North  $10^{\circ}30'00''$  West, 160.87 feet; thence South  $79^{\circ}30'00''$  West, 478.61 feet; thence westerly along the arc of a tangent curve, said curve being concave to the North having a radius of 350.00 feet, a delta of  $46^{\circ}19'55''$ , an arc distance of 283.03 feet; thence tangent to said curve North  $54^{\circ}10'05''$  West, 621.27 feet; thence southwesterly along the arc of a tangent curve said curve being concave to the Southeast having a radius of 60.00 feet, a delta of  $108^{\circ}00'00''$ , an arc distance of 113.10 feet; thence tangent to said curve South  $17^{\circ}49'55''$  West, 372.42 feet to a point of intersection with the West boundary of said Section 4; thence South  $00^{\circ}10'05''$  East, along said West boundary, 185.00 feet; thence South  $84^{\circ}10'05''$  East, 140.74 feet; thence easterly along the arc of a tangent curve, said curve being concave to the South having a radius of 300.00 feet, a delta of  $26^{\circ}00'00''$ , an arc distance of 136.14 feet; thence tangent to said curve South  $58^{\circ}10'05''$  East, 775.64 feet to a point on the arc of a non-tangent curve (radial line thru said point bears South  $68^{\circ}39'54''$  East); thence Southwesterly along the arc of said curve being concave to the Southeast having a radius of 240.00 feet, a delta of  $7^{\circ}32'24''$ , an arc distance of 31.58 feet; thence tangent to said curve South  $13^{\circ}47'42''$  West, 10.01 feet; thence southwesterly along the arc of a tangent curve, said curve being concave to the Northwest having a radius of 25.00 feet, a delta of  $95^{\circ}26'33''$ , an arc distance of 41.65 feet to a point of intersection with the northerly right-of-way line of N.W. 81st Street, as recorded in Official Records Book 6450, Page 688, of the Public Records of Broward County, Florida, said point also being a point of compound curvature; thence westerly along said northerly right-of-way line and along the arc of a tangent curve being concave to the North having a radius of



1395.00 feet, a delta of  $0^{\circ}43'43''$ , an arc distance of 17.74 feet; thence tangent to said curve North  $70^{\circ}02'03''$  West, along said northerly right-of-way line and along the southerly boundary of said Tracts B and A, 461.99 feet; thence westerly along said northerly right-of-way line and along the arc of a tangent curve, said curve being concave to the South having a radius of 1270.00 feet, a delta of  $19^{\circ}30'09''$ , arc distance of 432.29 feet; thence tangent to said curve North  $89^{\circ}32'12''$  West, along said right-of-way line, 206.15 feet; thence northwesterly along the arc of a tangent curve, said curve being concave to the Northeast having a radius of 25.00 feet, a delta of  $102^{\circ}10'28''$ , an arc distance of 44.58 feet to a point of reverse curvature, said point also being on the East right-of-way line of N.W. 88th Avenue, as recorded in Official Records Book 4747, Page 183, of the Public Records of Broward County, Florida; thence northerly along said right-of-way line (said line also being the West boundary of said Tract A), and along the arc of a tangent curve, said curve being concave to the West having a radius of 1053.00 feet, a delta of  $12^{\circ}48'21''$ , an arc distance of 235.35 feet; thence tangent to said curve North  $00^{\circ}10'05''$  West, along said West boundary of Tract A, 969.69 feet; thence northeasterly along the arc of a tangent curve, said curve being concave to the Southeast having a radius of 25.00 feet, a delta of  $90^{\circ}36'30''$ , an arc distance of 39.54 feet to a point on said South right-of-way line of Southgate Boulevard; thence South  $89^{\circ}33'35''$  East, along said South right-of-way line, 171.74 feet to the POINT OF BEGINNING.

#### TOGETHER WITH

A portion of Tract C of said LAND SEC. 4 GOLF COURSE PLAT and a portion of FORT LAUDERDALE TRUCK FARMS SUBDIVISION of Section 4, Township 49 South, Range 41 East, described as follows:

BEGINNING at the most northeasterly corner of said Tract C; thence South  $00^{\circ}12'16''$  East, along the East boundary of said Tract C, 1323.97 feet to a point on the northerly right-of-way line of N.W. 82nd Street, as recorded in Official Records Book 6450, Page 688, of the Public Records of Broward County, Florida; thence South  $89^{\circ}47'44''$  West, along said northerly right-of-way line and along the South boundary of said Tract C, 200.00 feet; thence westerly along said northerly right-of-way line and along the arc of a tangent curve, said curve being concave to the South having a radius of 680.00 feet, a delta of  $4^{\circ}26'58''$ , an arc distance of 52.81 feet to the Southeast corner of WOODMONT TRACT 51, according to the Plat thereof, as recorded in Plat Book 92, Page 32, of the Public Records of Broward County, Florida; thence North  $04^{\circ}39'14''$  West, along the easterly boundary of said WOODMONT TRACT 51, 361.86 feet; thence northwesterly along the boundary of said WOODMONT TRACT 51 and along the arc of a tangent curve, said curve being concave to the Southwest having a radius of 100.00 feet, a delta of  $102^{\circ}20'46''$ , an arc distance of 178.63 feet to a point of compound curvature; thence southwesterly along the boundary of said WOODMONT TRACT 51 and along the arc of a tangent curve, said curve being concave to the Southeast having a radius of 1000.00 feet, a delta of  $35^{\circ}30'00''$ , an arc distance of 619.59 feet to a point of compound curvature; thence southerly along the boundary of said WOODMONT TRACT 51 and along the arc of a tangent curve, said curve being concave to the East having a radius of 200.00 feet, a delta of  $70^{\circ}00'00''$ , an arc distance of 244.35 feet; thence tangent to said curve South  $32^{\circ}30'00''$  East, along said boundary of WOODMONT TRACT 51, 171.20 feet to a point of cusp; thence northwesterly along the boundary of that certain canal right-of-way as recorded in Official Records Book 6450, Page 688, of the Public Records of Broward County, Florida, and along the arc of a tangent curve, said curve being concave to the Southwest and having a radius of 230.00 feet, a delta of  $43^{\circ}32'56''$ , an arc distance of 174.82 feet to a point of reverse curvature; thence northwesterly along said right-of-way line and along the arc of a tangent curve said curve being concave to the Northeast having a radius of 150.00 feet, a delta of  $62^{\circ}02'56''$ , an arc distance of 162.44 feet thence tangent to said curve North  $14^{\circ}00'00''$  West, along said right-of-way line, 169.36 feet; thence northwesterly along said right-of-way line and along the arc of a tangent curve said curve being concave to the Southwest having a radius of 280.00 feet, a delta of  $59^{\circ}00'00''$ , an arc distance of 288.33 feet; thence tangent to said curve North  $73^{\circ}00'00''$  West, along said right-of-way line, an arc distance of 80.00 feet; thence northwesterly along said right-of-way line and along the arc of a tangent curve, said curve being concave to the Northeast having a radius of 200.00 feet, a delta of  $41^{\circ}00'00''$ , an arc distance of 143.12 feet; thence tangent to said curve North  $32^{\circ}00'00''$  West, along said right-of-way line, 650.00 feet; thence northwesterly along said right-of-way line and along the arc of a tangent curve, said curve being concave to the Southwest having a radius of 280.00 feet, a delta of  $17^{\circ}06'01''$ , an arc distance of 83.57 feet; thence North  $34^{\circ}45'00''$  East, 75.55 feet; thence northerly along the arc of a tangent curve, said curve being concave to the West having a radius of 260.00 feet, a delta of  $7^{\circ}03'03''$ , an arc distance of 32.00 feet to a point of reverse

curvature; thence northeasterly along the arc of a tangent curve, said curve being concave to the Southeast having a radius of 25.00 feet, a delta of  $79^{\circ}53'45''$ , an arc distance of 34.86 feet; thence tangent to said curve South  $72^{\circ}24'17''$  East, 31.18 feet; thence southeasterly along the arc of a tangent curve being concave to the Northeast having a radius of 730.00 feet, a delta of  $3^{\circ}37'17''$ , an arc distance of 46.14 feet; thence South  $00^{\circ}26'25''$  West, 31.39 feet; thence southerly along the arc of a tangent curve, said curve being concave to the East having a radius of 200.00 feet; a delta of  $27^{\circ}11'35''$ , an arc distance of 94.92 feet; thence North  $89^{\circ}31'26''$  East, 162.02 feet; thence easterly along the arc of a tangent curve being concave to the South having a radius of 400.00 feet, a delta of  $42^{\circ}43'43''$ , an arc distance of 298.30 feet to a point of reverse curvature; thence southeasterly along the arc of a tangent curve, said curve being concave to the Northeast having a radius of 540.00 feet, a delta of  $44^{\circ}48'43''$ , an arc distance of 422.34 feet; thence tangent to said curve North  $87^{\circ}26'25''$  East, 535.00 feet; thence northeasterly along the arc of a tangent curve, said curve being concave to the Northwest having a radius of 75.00 feet, a delta of  $90^{\circ}00'00''$ , an arc distance of 117.81 feet; thence tangent to said curve North  $02^{\circ}33'35''$  West, 130.00 feet; thence northwesterly along the arc of a tangent curve, said curve being concave to the Southwest having a radius of 75.00 feet, a delta of  $90^{\circ}00'00''$ , an arc distance of 117.81 feet; thence tangent to said curve South  $87^{\circ}26'25''$  West, 535.00 feet; thence northwesterly along the arc of a tangent curve, said curve being concave to the Northeast having a radius of 260.00 feet, a delta of  $43^{\circ}00'00''$ , an arc distance of 195.13 feet to a point of reverse curvature; thence northwesterly along the arc of a tangent curve, said curve being concave to the Southwest having a radius of 700.00 feet, a delta of  $41^{\circ}19'36''$ , an arc distance of 504.90 feet to a point of reverse curvature; thence westerly along the arc of a tangent curve, said curve being concave to the North having a radius of 565.00 feet, a delta of  $18^{\circ}28'53''$ , an arc distance of 182.25 feet; thence North  $84^{\circ}22'31''$  West, 79.51 feet; thence North  $00^{\circ}26'25''$  East, 35.00 feet; thence northeasterly along the arc of a tangent curve, said curve being concave to the Southeast having a radius of 25.00 feet, a delta of  $90^{\circ}00'00''$ , an arc distance of 39.27 feet to a point on the South right-of-way line of Southgate Boulevard; thence tangent to said curve South  $89^{\circ}33'35''$  East, along the said South right-of-way line, 1775.00 feet to the POINT OF BEGINNING.

#### ALSO TOGETHER WITH

A portion of Tract D of said LAND SEC. 4 GOLF COURSE PLAT and a portion of said FORT LAUDERDALE TRUCK FARMS SUBDIVISION of Section 4, Township 49 South, Range 41 East, described as follows:

BEGINNING at the most southwesterly corner of said Tract D; thence North  $14^{\circ}00'13''$  East, along the West boundary of said Tract D and along the right-of-way line of that certain canal right-of-way as recorded in Official Records Book 6450, Page 688, of the Public Records of Broward County, Florida, 40.24 feet; thence northeasterly along said right-of-way line and along the arc of a tangent curve, said curve being concave to the Southeast having a radius of 100.00 feet, a delta of  $92^{\circ}47'07''$ , an arc distance of 161.94 feet to a point of reverse curvature; thence northeasterly along said right-of-way line and along the arc of a tangent curve, said curve being concave to the Northwest having a radius of 180.00 feet, a delta of  $78^{\circ}17'21''$ , an arc distance of 245.95 feet; thence tangent to said curve North  $28^{\circ}30'00''$  East, 425.78 feet to a point on the arc of a non-tangent curve (radial line thru said point bears North  $01^{\circ}47'58''$  West); thence northeasterly along the arc of said curve being concave to the Northwest having a radius of 390.00 feet; a delta of  $18^{\circ}12'02''$ , an arc distance of 123.89 feet; thence tangent to said curve North  $70^{\circ}00'00''$  East, 430.00 feet; thence North  $87^{\circ}00'00''$  East, 790.00 feet to a point on the aforesaid canal right-of-way; thence South  $32^{\circ}00'00''$  East, along said right-of-way line, 276.10 feet; thence southeasterly along said right-of-way line and along the arc of a tangent curve, said curve being concave to the Northeast having a radius of 280.00 feet, a delta of  $41^{\circ}00'00''$ , an arc distance of 200.36 feet; thence tangent to said curve South  $73^{\circ}00'00''$  East, along said right-of-way line, 80.00 feet; thence southeasterly along said right-of-way line and along the arc of a tangent curve, said curve being concave to the Southwest having a radius of 200.00 feet, a delta of  $59^{\circ}00'00''$ , an arc distance of 205.95 feet; thence tangent to said curve South  $14^{\circ}00'00''$  East, along said right-of-way line, 169.36 feet; thence southeasterly along said right-of-way line and along the arc of a tangent curve, said curve being concave to the Northeast having a radius of 230.00 feet, a delta of  $62^{\circ}02'56''$ , an arc distance of 249.08 feet to a point of reverse curvature; thence southeasterly along said right-of-way line and along the arc of a tangent curve, said curve being concave to the Southwest having a radius of 150.00 feet, a delta of  $43^{\circ}32'56''$ , an arc distance of 114.01 feet; thence tangent to said curve

South 32°30'00" East, along said right-of-way line, 50.00 feet to a point on the northerly right-of-way line of N.W. 82nd Street, as recorded in Official Records Book 6450, Page 688, of the Public Records of Broward County, Florida; thence South 49°31'56" West, along said right-of-way line 273.71 feet; thence southwesterly along the arc of a tangent curve, said curve being concave to the Northwest having a radius of 1395.00 feet, a delta of 14°28'04", an arc distance of 352.26 feet; thence tangent to said curve South 64°00'00" West, along said right-of-way line, 36.78 feet; thence westerly along the arc of a tangent curve said curve being concave to the North having a radius of 25.00 feet, a delta of 86°52'08", an arc distance of 37.90 feet to a point of reverse curvature; thence northwesterly along the northerly right-of-way line of N.W. 81st Street, as recorded in said Official Records Book 6450, Page 688 and along the arc of a tangent curve, said curve being concave to the Southwest having a radius of 1165.00 feet, a delta of 22°18'12", an arc distance of 453.50 feet to a point on the arc of a radically tangent curve; thence northerly along the arc of a tangent curve, said curve being concave to the West having a radius of 300.00 feet, a delta of 52°52'37", an arc distance of 276.86 feet; thence tangent to said curve North 14°18'41" West, 90.00 feet; thence North 24°06'06" West, 435.26 feet; thence northwesterly along the arc of a tangent curve, said curve being concave to the Southwest having a radius of 100.00 feet, a delta of 83°04'02", an arc distance of 144.98 feet; thence tangent to said curve South 72°49'52" West, 501.42 feet; thence South 69°19'52" West, 362.18 feet; thence southerly along the arc of a tangent curve, said curve being concave to the East having a radius of 170.00 feet, a delta of 76°00'00", an arc distance of 225.50 feet; thence tangent to said curve South 06°40'08" East 137.18 feet to a point on said northerly right-of-way line of N.W. 81st Street; thence South 83°19'52" West, along said right-of-way line, 208.97 feet; thence westerly along said right-of-way line and along the arc of a tangent curve said curve being concave to the North, having a radius of 1395.00 feet, a delta of 19°01'46", an arc distance of 463.32 feet to the POINT OF BEGINNING.

ALSO TOGETHER WITH

A portion of said Tract D described as follows:

BEGINNING at the most northerly and westerly corner of said Tract D; thence South 01°30'00" East, 206.31 feet; thence South 70°00'00" West, 235.30 feet; thence southwesterly along the arc of a tangent curve being concave to the Northwest having a radius of 330.00 feet, a delta of 11°53'53", an arc distance of 68.53 feet to a point on the right-of-way of that certain canal right-of-way as recorded In Official Records Book 6450, Page 688 of the Public Records of Broward County, Florida; thence North 28°30'00" East, along said right-of-way line, 222.49 feet to the POINT OF BEGINNING.

ALSO TOGETHER WITH

TRACTS E and F of said LAND SEC. 4 GOLF COURSE PLAT, according to the Plat thereof as recorded in Plat Book 88, Page 20, of the Public Records of Broward County, Florida.

Said lands situate, lying and being in Broward County, Florida.

AND

Tracts G, H, I, J, K, L, M, N, O, P and Q, LAND SEC. 4 GOLF COURSE PLAT, according to the Plat thereof as recorded in Plat Book 88, Page 20, of the Public Records of Broward County, Florida.

Said lands situate, lying and being in Broward County, Florida.

AND

Parcel "A", WOODMONT RECREATION COMPLEX, according to the plat thereof, as recorded in Plat Book 91, Page 49, of the Public Records of Broward County, Florida.

EXHIBIT "B"  
TO  
CONSOLIDATED, AMENDED AND RESTATED COVENANT  
RELEASED LANDS

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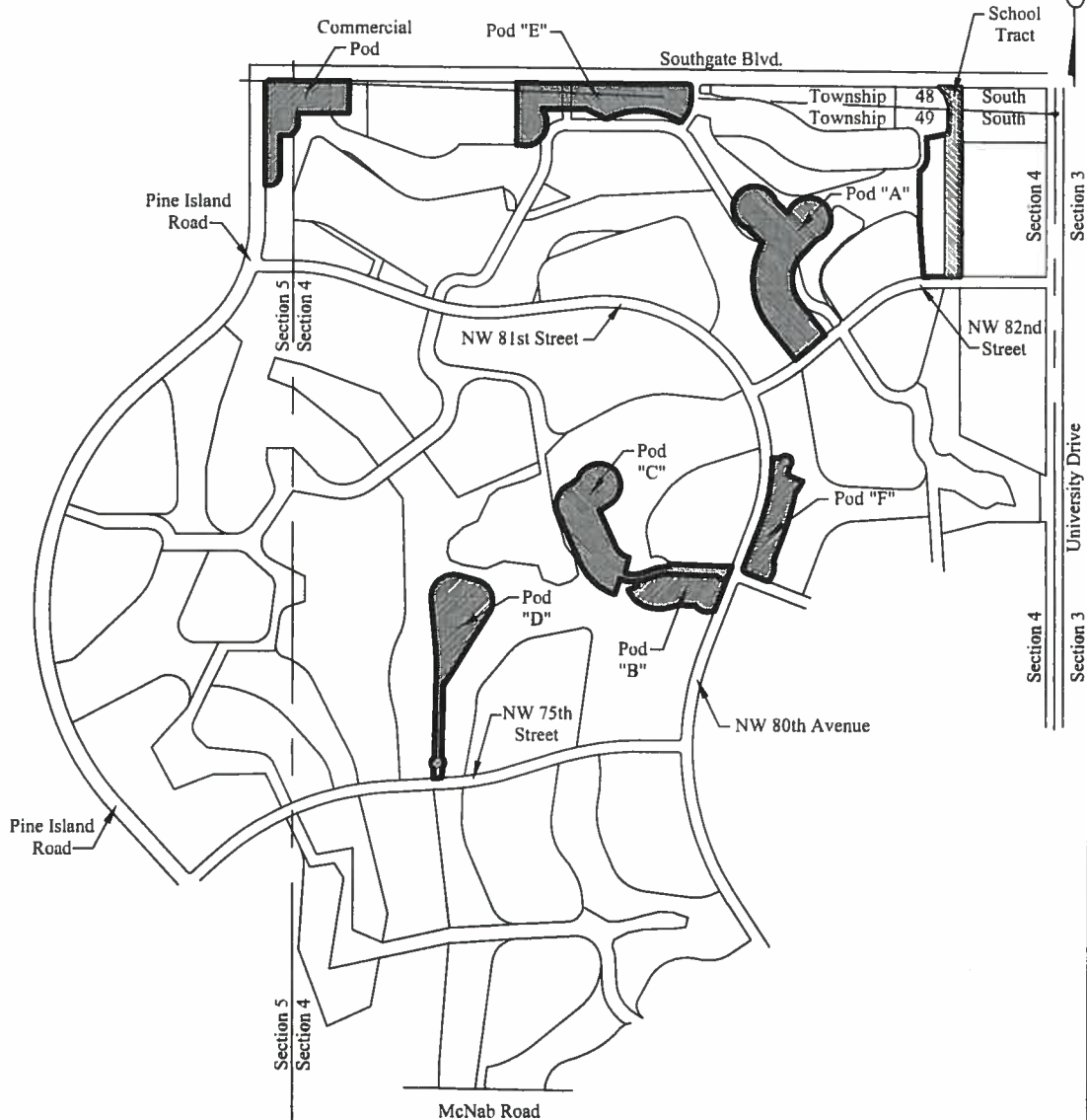


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- Sketch and Description -  
*Released Lands*

Sheet 1 of 16




**SURVEYOR'S NOTES:**

1. BEARING REFERENCE: The Bearings shown hereon are referenced to the recorded plat.
2. This is not a survey, but only a graphic depiction of the land shown hereon and its calculated legal description. No boundary corners were set in the field related to this sketch.
3. All recordings shown hereon are referenced to the Public Records of Broward County, Florida.

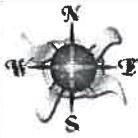
No.	REVISIONS	DATE

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

  
03/29/2014  
DENNIS J. GABRIELE  
Professional Surveyor and Mapper  
NO. LS 5709  
State of Florida

JOB NO. 10-0218 DRAWN BY: MRK QC: DJG SCALE: NTS

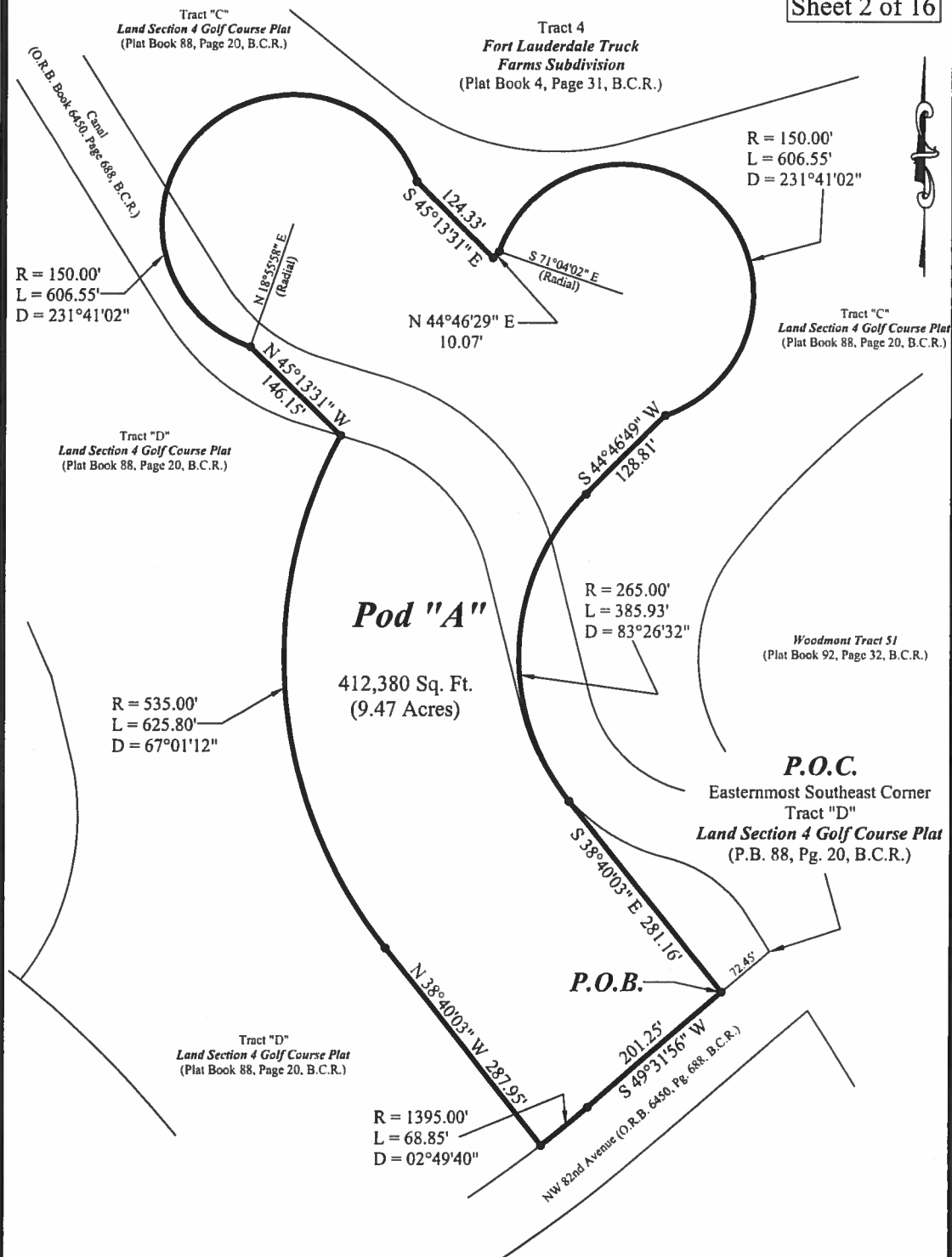




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## Legend

P.O.B. = Point of Beginning  
P.O.C. = Point of Commencement  
P.O.T. = Point of Termination  
P.B. = Plat Book  
Pg. = Page

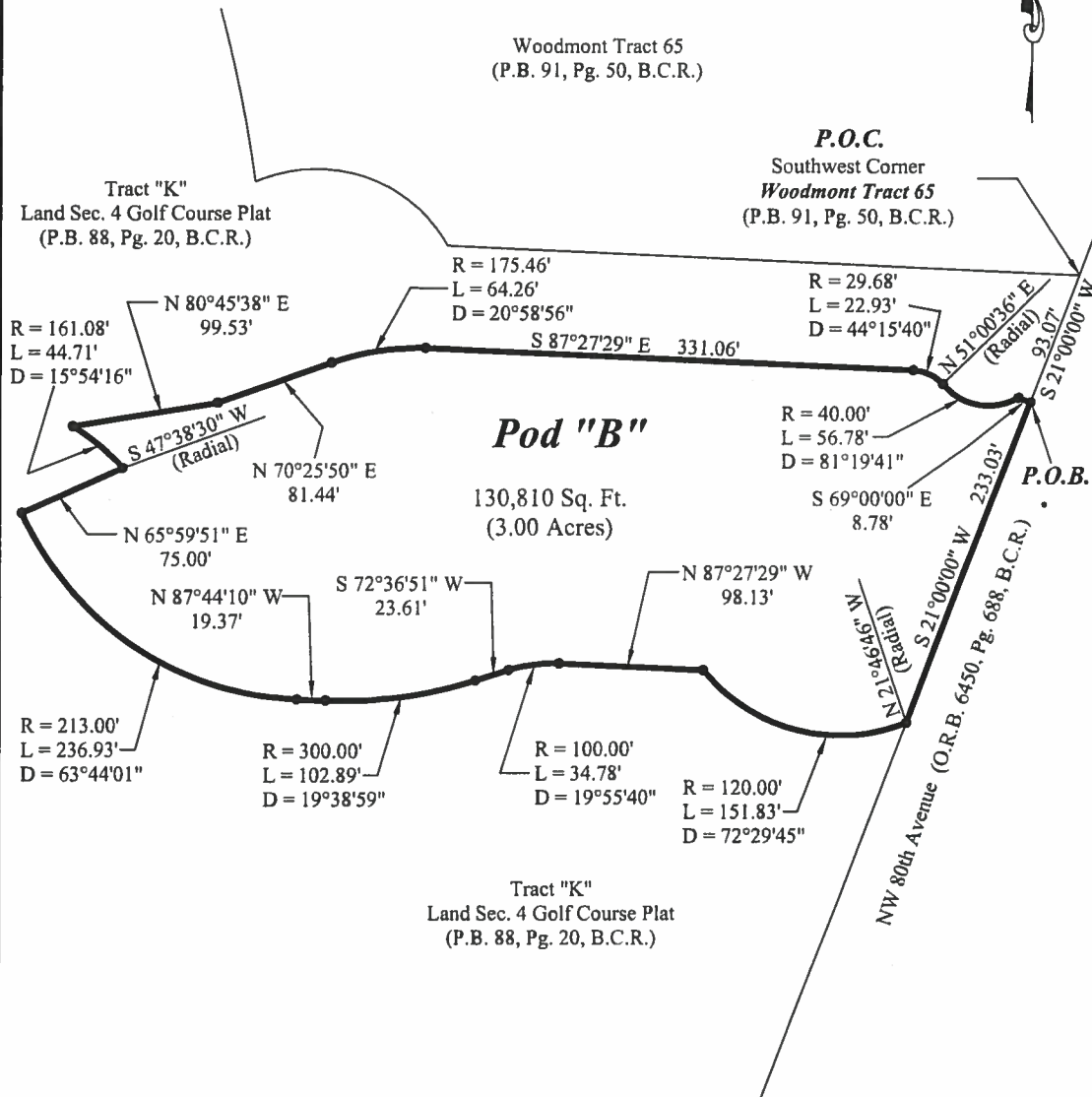
B.C.R. = Broward County Records  
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L = Arc Length  
D = Delta (Central Angle)



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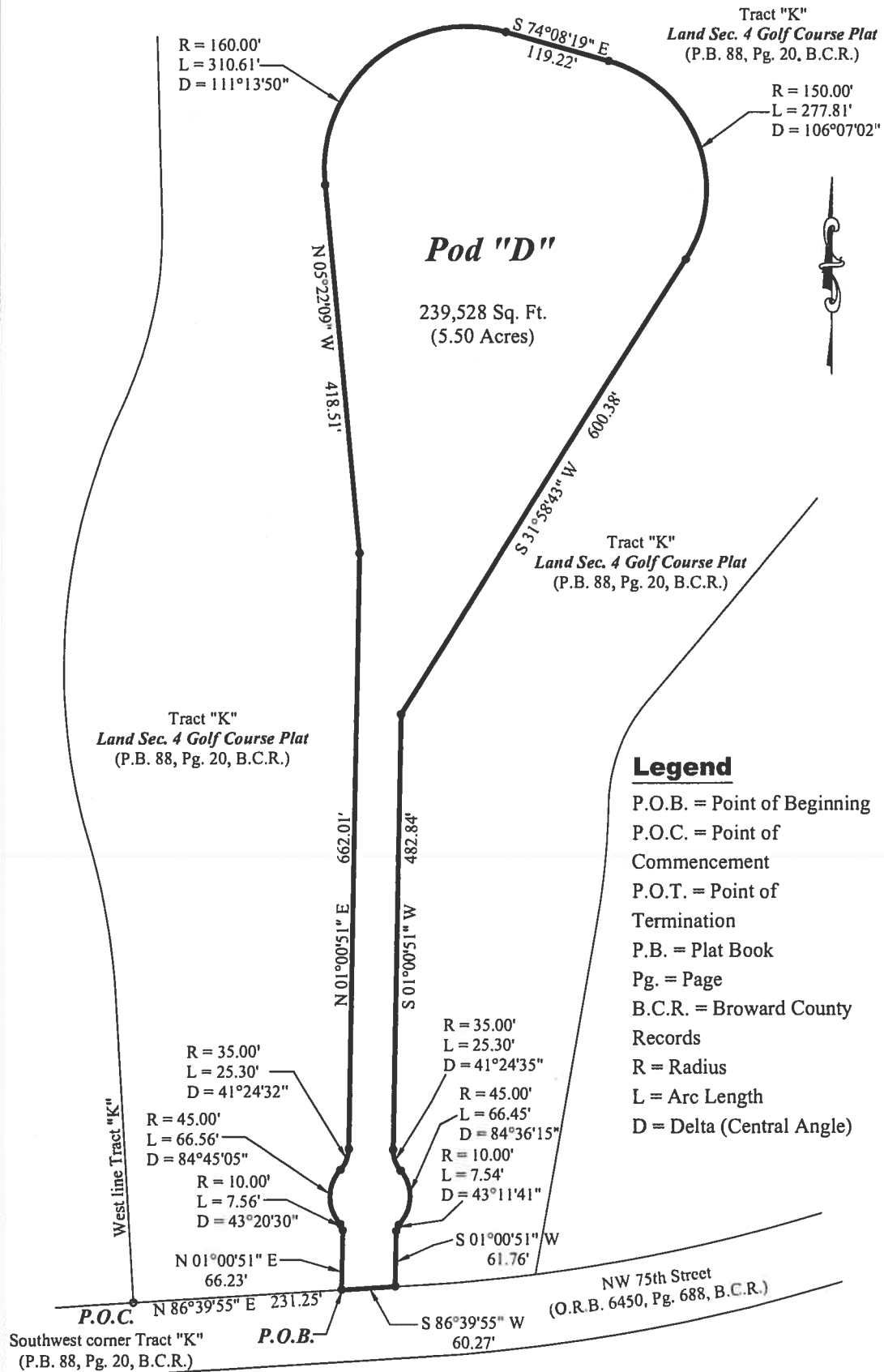
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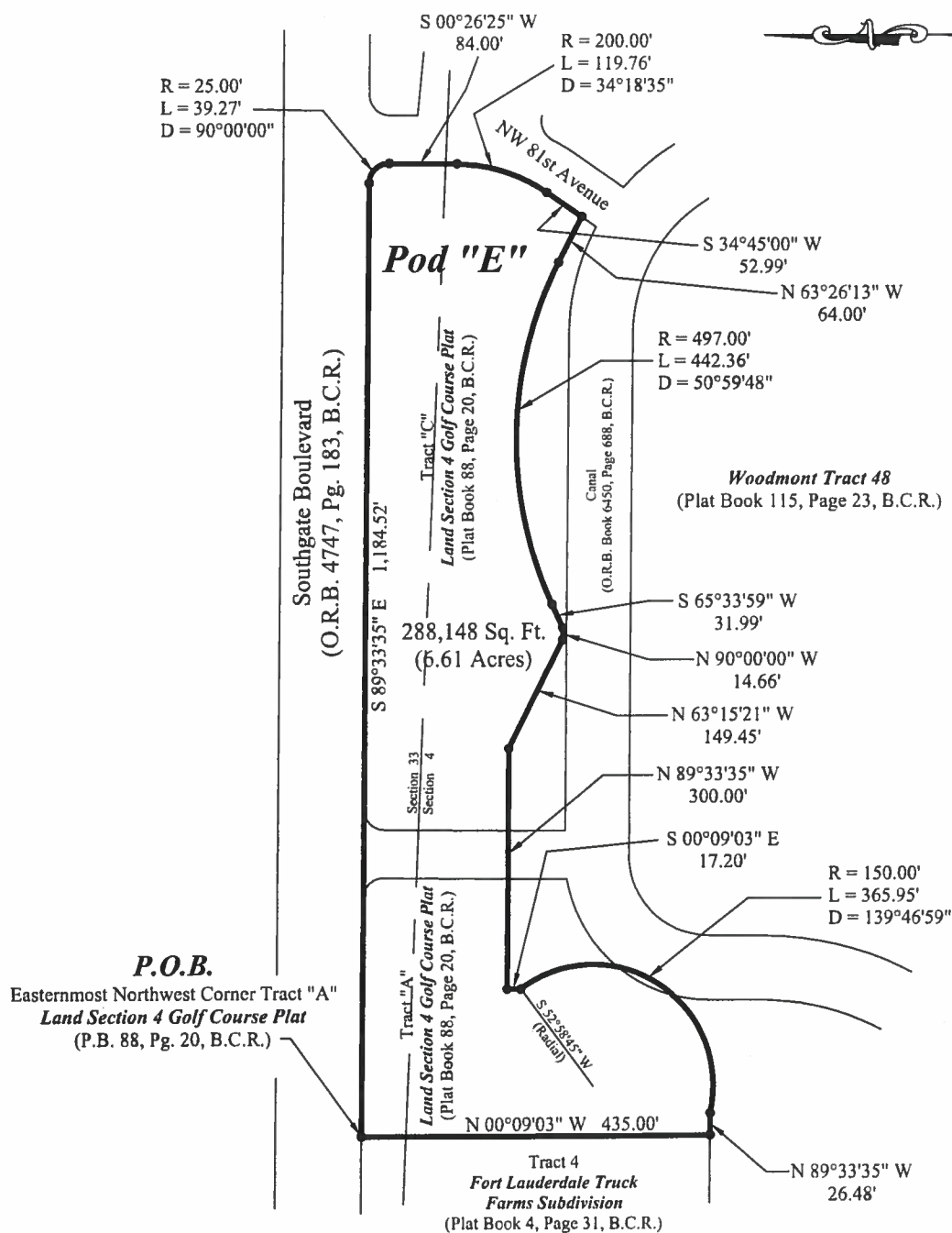
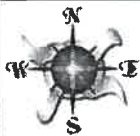


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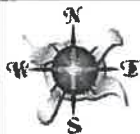




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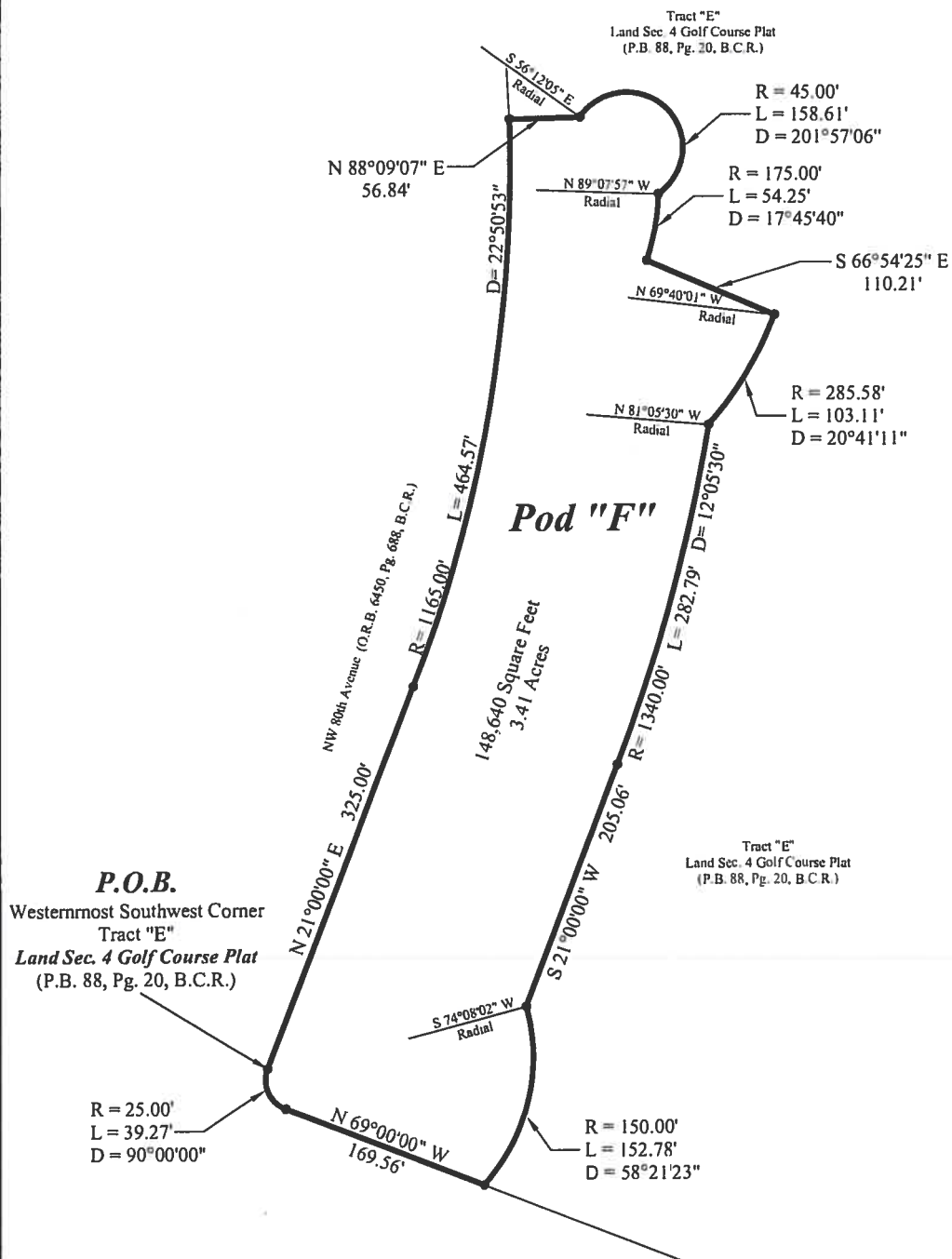
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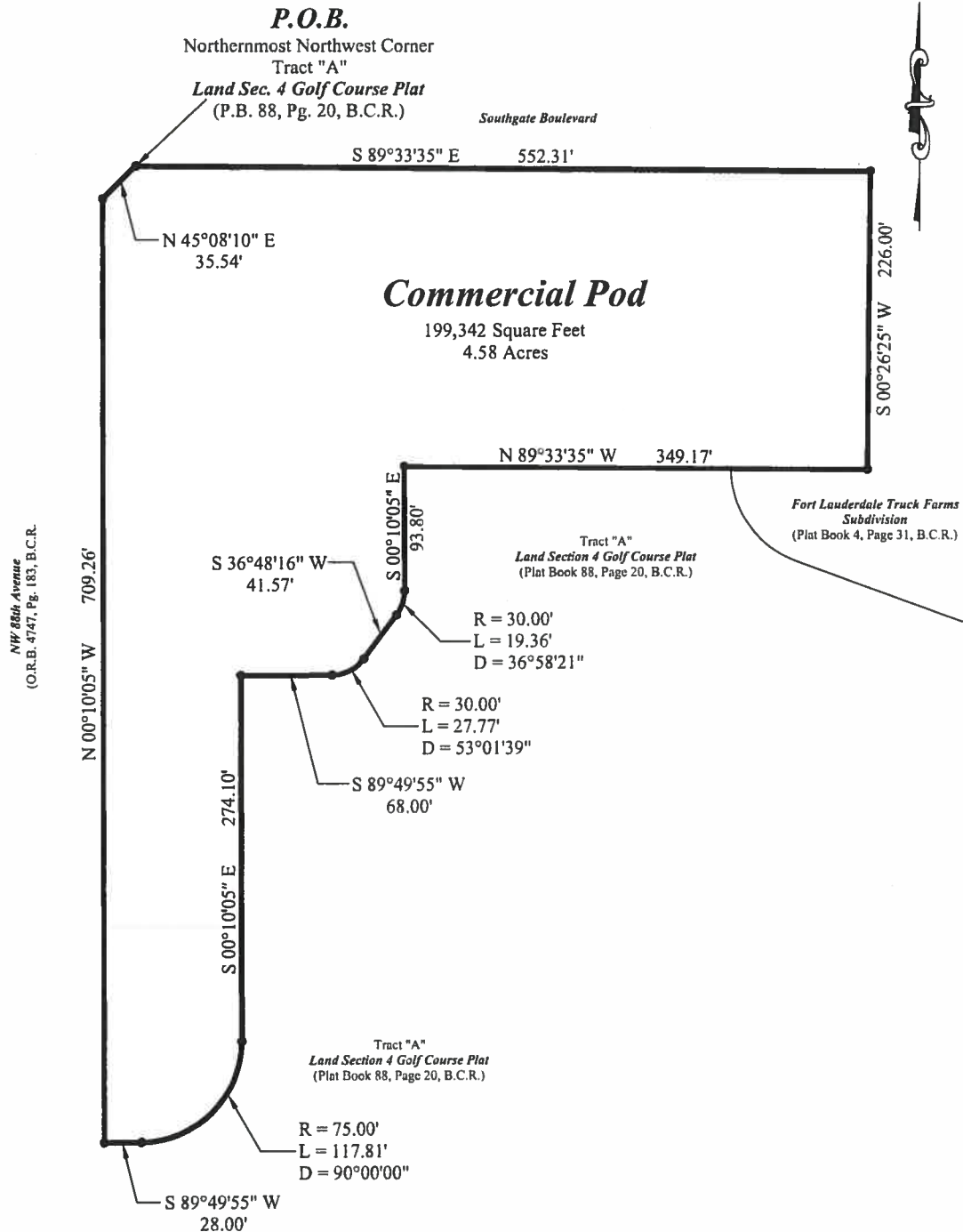
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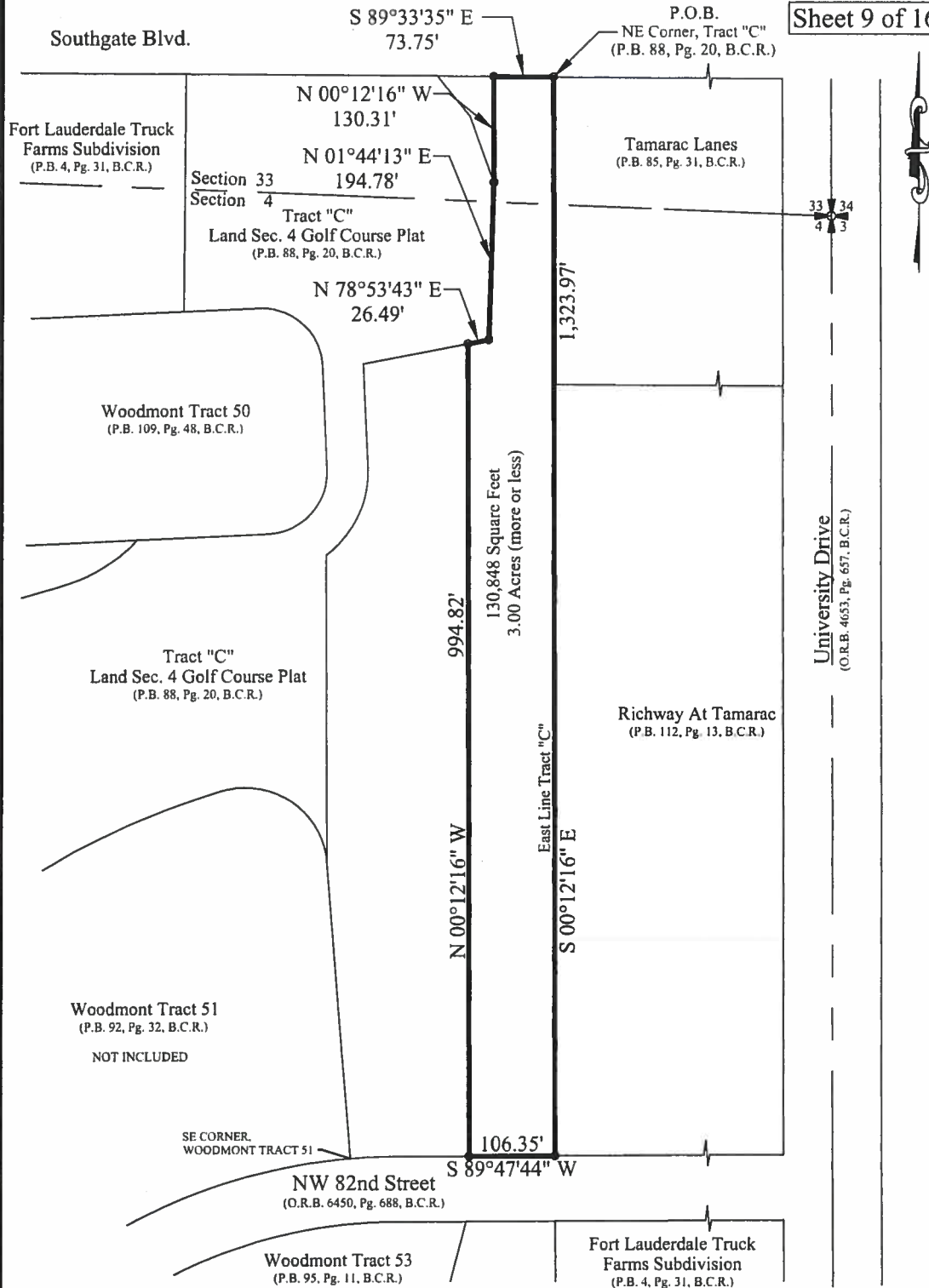


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Sheet 9 of 16



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L = Arc Length  
D = Delta (Central Angle)



## LEGAL DESCRIPTION

### Pod A:

A parcel of land being a portion of Tract "D" and Tract "C", **Land Sec. 4 Golf Course Plat**, as recorded in Plat Book 88, Page 20, and a portion of a canal, as recorded in Official Records Book 6450, Page 688, all of the Public Records of Broward County, Florida, being more particularly described as follows:

**Commence** at the Easternmost Southeast corner of said Tract "D", said point also being a point on the Northerly line of NW 82nd Avenue as described in Official Records Book 6450, Page 688, of the Public Records of Broward County, Florida;

Thence, South 49°31'56" West, along said Northerly line, a distance of 72.45 feet to the **Point of Beginning**;

Thence, continue along said Northerly line, South 49°31'56" West, a distance of 201.25 feet to the point of curvature of a circular curve, concave to the Northwest, having a radius of 1395.00 feet and a central angle of 02°49'40";

Thence, Southerly along the arc of said curve, and said Northerly line of NW 82nd Avenue, an arc distance of 68.85 feet;

Thence, North 38°40'03" West, a distance of 287.95 feet to the point of curvature of a circular curve, concave to the East, having a radius of 535.00 feet and a central angle of 67°01'12";

Thence, Northerly along the arc of said curve, an arc distance of 625.80 feet;

Thence, North 45°13'31" West, a distance of 146.15 feet to a point on the arc of a circular curve, concave to the East, having a radius of 150.00 feet and a central angle of 231°41'02";

Thence, Northerly and Easterly along the arc of said curve, an arc distance of 606.55 feet;

Thence, South 45°13'31" East, a distance of 124.33 feet;

Thence, North 44°46'29" East, a distance of 10.07 feet to a point on the arc of a circular curve, concave to the South, having a radius of 150.00 feet and a central angle of 231°41'02", a radial line bears from said point South 71°04'02" East;

Thence, Easterly, Southerly and Westerly along the arc of said curve, an arc distance of 606.55 feet;

Thence, South 44°46'49" West, a distance of 128.81 feet to the point of curvature of a circular curve, concave to the East, having a radius of 265.00 feet and a central angle of 83°26'32";

Thence, Southerly along the arc of said curve, an arc distance of 385.93 feet;

Thence, South 38°40'03" East, a distance of 281.16 feet to the **Point of Beginning**.

Said lands lying and being in the City of Tamarac, Broward County, Florida, and containing 412,380 square feet (9.47 acres) more or less.

### Together With:

### Pod B:

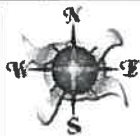
A portion of Tract "K", **Land Sec. 4 Golf Course Plat**, as recorded in Plat Book 88, Page 20, of the Public Records of Broward County, Florida, being more particularly described as follows:

**Commencing** at the Southwest corner, **Woodmont Tract 65**, according to the plat thereof, as recorded in Plat Book 91, Page 50, of the Public Records of Broward County, Florida, said point also being a point on the Westerly line of NW 80th Avenue as described in Official Records Book 6450, Page 688, of the Public Records of Broward County, Florida;

Thence, South 21°00'00" West, along said Westerly line, a distance of 93.07 feet to the **Point of Beginning**;

(Continued On Sheet 11 of 16)





## LEGAL DESCRIPTION

Sheet 11 of 16

(Continued from Sheet 10 of 16)

Thence, continue South 21°00'00" West, along said Westerly line, a distance of 233.03 feet to a point on the arc of a circular curve, concave to the North, having a radius of 120.00 feet and a central angle of 72°29'45"; a radial line bears from said point North 21°46'46" West;  
Thence, Westerly along the arc of said curve, an arc distance of 151.83 feet;  
Thence, North 87°27'29" West, a distance of 98.13 feet to the point of curvature of a circular curve, concave to the South, having a radius of 100.00 feet and a central angle of 19°55'40";  
Thence, Westerly along the arc of said curve, an arc distance of 34.78 feet to the point of tangency;  
Thence, South 72°36'51" West, a distance of 23.61 feet to the point of curvature of a circular curve, concave to the North, having a radius of 300.00 feet and a central angle of 19°38'59";  
Thence, Westerly along the arc of said curve, an arc distance of 102.89 feet to the point of tangency;  
Thence, North 87°44'10" West, a distance of 19.37 feet to the point of curvature of a circular curve, concave to the Northeast, having a radius of 213.00 feet and a central angle of 63°44'01";  
Thence, Northwesterly along the arc of said curve, an arc distance of 236.393 feet;  
Thence, North 65°59'51" East, a distance of 75.00 feet to a point on the arc of a circular curve, concave to the Southwest, having a radius of 161.08 feet and a central angle of 15°54'16"; a radial line bears from said point South 47°38'30" West;  
Thence, Northwesterly along the arc of said curve, an arc distance of 44.71 feet;  
Thence, North 80°45'38" East, a distance of 99.53 feet;  
Thence, North 70°25'50" East, a distance of 81.44 feet to the point of curvature of a circular curve, concave to the South, having a radius of 175.46 and a central angle of 20°58'56";  
Thence, Easterly along the arc of said curve, an arc distance of 64.26 feet;  
Thence, South 87°27'29" East, a distance of 331.06 feet to the point of curvature of a circular curve, concave to the South, having a radius of 29.68 feet and a central angle of 44°15'40";  
Thence, Southeasterly along the arc of said curve, an arc distance of 22.93 feet to a point on the arc of a circular curve, concave to the North, having a radius of 40.00 feet and a central angle of 81°19'41"; a radial line bears from said point North 51°00'36" East;  
Thence, Easterly along the arc of said curve, an arc distance of 56.78 feet;  
Thence, South 69°00'00" East, a distance of 8.78 feet to a point on the said West line of NW 80th Avenue and the **Point of Beginning**.

Said lands lying and being in the City of Tamarac, Broward County, Florida, and containing 130,810 square feet (3.00 acres) more or less.

### ***Together With:***

### **Pod C:**

A parcel of land lying in Section 4, Township 49 South, Range 41 East, being a portion of Tract "K", **Land Sec. 4 Golf Course Plat**, as recorded in Plat Book 88, Page 20, of the Public Records of Broward County, Florida, being more particularly described as follows:

**Beginning** at the Southeast corner of **Woodmont Tract 65**, as recorded in Plat Book 91, Page 50, of the Public Records of Broward County, Florida, said point being on the Westerly line of NW 80th Avenue;  
Thence, South 21°00'00" West, along said Westerly line, a distance of 93.07 feet;  
Thence, North 69°00'00" West, a distance of 8.78 feet to a point on the arc of a circular curve, concave to the North, having a radius of 40.00 feet and a central angle of 81°19'41"; a radial line bears from said point North 30°19'05" West;  
Thence, Westerly along the arc of said curve, an arc distance of 56.78 feet to a point on the arc of a circular curve, concave to the South, having a radius of 29.68 feet and a central angle of 44°15'40"; a radial line bears from said point South 46°48'11" West;

(Continued on Sheet 12 of 16)





## LEGAL DESCRIPTION

Sheet 12 of 16

(Continued from Sheet 11 of 16)

Thence, Westerly along the arc of said curve, an arc distance of 22.93 feet to the point of tangency;  
Thence, North 87°27'29" West, a distance of 331.06 feet to a point on the arc of a circular curve, concave to the South, having a radius of 175.46 feet and a central angle of 20°58'56"; a radial line bears from said point South 01°24'46" West;  
Thence, Westerly along the arc of said curve, an arc distance of 64.26 feet to the point of tangency;  
Thence, South 70°25'50" West, a distance of 81.44 feet;  
Thence, South 80°45'38" West, a distance of 99.53 feet to a point on the arc of a circular curve, concave to the North, having a radius of 300.00 feet and a central angle of 18°14'05"; a radial line bears from said point North 00°17'36" East;  
Thence, Westerly along the arc of said curve, an arc distance of 95.48 feet;  
Thence, South 18°31'41" West, a distance of 110.00 feet, radially, to the point of curvature of a circular curve, concave to the North, having a radius of 410.00 feet and a central angle of 47°18'47";  
Thence, Northwesterly along the arc of said curve, an arc distance of 338.57 feet to the point of tangency;  
Thence, North 24°09'32" West, a distance of 276.02 feet to a point on the arc of a circular curve, concave to the East, having a radius of 260.00 feet and a central angle of 11°29'26"; a radial line bears from said point North 65°50'28" East;  
Thence, Northerly along the arc of said curve, an arc distance of 52.14 feet to a point on the arc of a circular curve, concave to the East, having a radius of 150.00 feet and a central angle of 110°13'57"; a radial line bears from said point North 50°27'41" East;  
Thence, Northerly and Easterly along the arc of said curve, an arc distance of 288.59 feet to a point on the arc of a circular curve, concave to the East, having a radius of 260.00 feet and a central angle of 14°31'10"; a radial line bears from said point South 46°10'35" East;  
Thence, Northeasterly along the arc of said curve, an arc distance of 65.89 feet to a point on the arc of a circular curve, concave to the South, having a radius of 150.00 feet and a central angle of 217°26'30"; a radial line bears from said point South 71°21'54" East;  
Thence, Easterly, Southerly and Westerly along the arc of said curve, an arc distance of 569.26 feet;  
Thence, South 55°40'51" West, a distance of 93.04 feet;  
Thence, South 24°09'32" East, a distance of 267.65 feet to the point of curvature of a circular curve, concave to the North, having a radius of 140.00 feet and a central angle of 52°05'35";  
Thence, Southeasterly along the arc of said curve, an arc distance of 127.29 feet;  
Thence, South 13°44'53" West, a distance of 110.00 feet, radially, to the point of curvature of a circular curve, concave to the North, having a radius of 250.00 feet and a central angle of 33°19'03";  
Thence, Easterly along the arc of said curve, an arc distance of 145.38 feet to the point of tangency;  
Thence, North 70°25'50" East, a distance of 77.43 feet to the point of curvature of a circular curve, concave to the South, having a radius of 225.00 feet and a central angle of 22°06'41";  
Thence, Easterly along the arc of said curve, an arc distance of 86.33 feet to the point of tangency;  
Thence, South 87°27'29" East, a distance of 8.11 feet;  
Thence, North 02°32'31" East, a distance of 20.00 feet;  
Thence, South 87°27'29" East, a distance of 429.82 feet to the *Point of Beginning*.

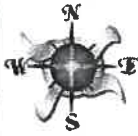
Said lands lying and being in the City of Tamarac, Broward County, Florida, and containing 302,916 square feet (6.95 acres) more or less.

### ***Together With:***

### **Pod D:**

A parcel of land lying in Section 4, Township 49 South, Range 41 East, being a portion of Tract "K", **Land Sec. 4 Golf Course Plat**, as recorded in Plat Book 88, Page 20, of the Public Records of Broward County, Florida, being more particularly described as follows:

(Continued on Sheet 13 of 16)



## LEGAL DESCRIPTION

Sheet 13 of 16

(Continued from Sheet 12 of 16)

**Commence** at the Southwest corner of said Tract "K", said point also being a point on the Northerly line of NW 75th Street as described in Official Records Book 6450, Page 688 of the Public Records of Broward County Florida;

Thence, North  $86^{\circ}39'55''$  East, along said Northerly line, a distance of 231.25 feet to the **Point of Beginning**;

Thence, North  $01^{\circ}00'51''$  East, a distance of 66.23 feet to the point of curvature of a circular curve, concave to the West, having a radius of 10.00 feet and a central angle of  $43^{\circ}20'30''$ ;

Thence, Northerly along the arc of said curve, an arc distance of 7.56 feet to the point of reverse curvature of a circular curve, concave to the East, having a radius of 45.00 feet and a central angle of  $84^{\circ}45'05''$ ;

Thence, Northerly along the arc of said curve, an arc distance of 66.56 feet to the point of reverse curvature of a circular curve, concave to the West, having a radius of 35.00 feet and a central angle of  $41^{\circ}24'32''$ ;

Thence, Northerly along the arc of said curve, an arc distance of 25.30 feet to the point of tangency;

Thence, North  $01^{\circ}00'51''$  East, a distance of 662.01 feet;

Thence, North  $05^{\circ}22'09''$  West, a distance of 418.51 feet to the point of curvature of a circular curve, concave to the Southeast, having a radius of 160.00 feet and a central angle of  $111^{\circ}13'50''$ ;

Thence, Northerly and Easterly along the arc of said curve, an arc distance of 310.61 feet to the point of tangency;

Thence, South  $74^{\circ}08'19''$  East, a distance of 119.22 feet to the point of curvature of a circular curve, concave to the Southwest, having a radius of 150.00 feet and a central angle of  $106^{\circ}07'02''$ ;

Thence, Easterly and Southerly along the arc of said curve, an arc distance of 277.81 feet to the point of tangency;

Thence, South  $31^{\circ}58'43''$  West, a distance of 600.38 feet;

Thence, South  $01^{\circ}00'51''$  West, a distance of 482.84 feet to the point of curvature of a circular curve, concave to the East, having a radius of 35.00 feet and a central angle of  $41^{\circ}24'35''$ ;

Thence, Southerly along the arc of said curve, an arc distance of 25.30 feet to the point of reverse curvature of a circular curve, concave to the West, having a radius of 45.00 feet and a central angle of  $84^{\circ}36'15''$ ;

Thence, Southerly along the arc of said curve, an arc distance of 66.45 feet to the point of reverse curvature of a circular curve, concave to the East, having a radius of 10.00 feet and a central angle of  $43^{\circ}11'41''$ ;

Thence, Southerly along the arc of said curve, an arc distance of 7.54 feet to the point of tangency;

Thence, South  $01^{\circ}00'51''$  West, a distance of 61.76 feet to a point on the North line of NW 75th Street;

Thence, South  $86^{\circ}39'55''$  West, along said North line, a distance of 60.27 feet to the **Point of Beginning**.

Said lands lying and being in the City of Tamarac, Broward County, Florida, and containing 239,528 square feet (5.50 acres) more or less.

**Together With:**

**Pod E:**

A parcel of land being a portion of Tract "A" and Tract "C", **Land Sec. 4 Golf Course Plat**, as recorded in Plat Book 88, Page 20, and a portion of a canal, as recorded in Official Records Book 6450, Page 688, all of the Public Records of Broward County, Florida, being more particularly described as follows:

**Beginning** at the Easternmost Northwest corner of said Tract "A" and a point on the South line of Southgate Boulevard;

Thence, South  $89^{\circ}33'35''$  East, along said South line, a distance of 1,184.52 feet to the point of curvature of a circular curve, concave to the Southwest, having a radius of 25.00 feet and a central angle of  $90^{\circ}00'00''$ ;

(Continued on Sheet 14 of 16)



## LEGAL DESCRIPTION

Sheet 14 of 16

(Continued from Sheet 13 of 16)

Thence, Southeasterly along the arc of said curve, an arc distance of 39.27 feet;  
Thence, South 00°26'25" West, a distance of 84.00 feet to the point of curvature of a circular curve, concave to the West, having a radius of 200.00 feet and a central angle of 34°18'35";  
Thence, Southwesterly along the arc of said curve, an arc distance of 119.76 feet;  
Thence, South 34°45'00" West, a distance of 52.99 feet;  
Thence, North 63°26'13" West, a distance of 64.00 feet to the point of curvature of a circular curve, concave to the South, having a radius of 497.00 feet and a central angle of 50°59'48";  
Thence, Westerly along the arc of said curve, an arc distance of 442.36 feet;  
Thence, South 65°33'59" West, a distance of 31.99 feet;  
Thence, North 90°00'00" West, a distance of 14.66 feet;  
Thence, North 63°15'21" West, a distance of 149.45 feet;  
Thence, North 89°33'35" West, a distance of 300.00 feet;  
Thence, South 00°09'03" East, a distance of 17.20 feet to a point on the arc of a circular curve, concave to the West, having a radius of 150.00 feet and a central angle of 139°46'59"; a radial line bears from said point South 52°58'45" West;  
Thence, Southerly and Westerly along the arc of said curve, an arc distance of 365.95 feet;  
Thence, North 89°33'35" West, a distance of 26.48 feet;  
Thence, North 00°09'03" West, a distance of 435.00 feet to the *Point of Beginning*.

Said lands lying and being in the City of Tamarac, Broward County, Florida, and containing 288,148 square feet (6.61 acres) more or less.

*Together With:*

**Pod F:**

A portion of Tract "E", *Land Sec. 4 Golf Course Plat*, as recorded in Plat Book 88, Page 20, of the Public Records of Broward County, Florida, being more particularly described as follows:

*Beginning* at the Westernmost Southwest corner of said Tract "E", said point also being a point on the Easterly right-of-way line of NW 80th Avenue as described in Official Records Book 6450, Page 688, of the Public Records of Broward County, Florida;

Thence, North 21°00'00" East, along said Easterly line, a distance of 325.00 feet to the point of curvature of a circular curve, concave to the West, having a radius of 1165.00 feet and a central angle of 22°50'33";  
Thence, Northerly along the arc of said curve, and the Easterly line of NW 80th Avenue, an arc distance of 464.57 feet;

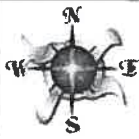
Thence, radially to aforementioned curve, North 88°09'07" East, a distance of 56.84 feet to a point on the arc of a circular curve, concave to the South, having a radius of 45.00 feet and a central angle of 201°57'06"; a radial line bears from said point South 56°12'05" East;

Thence, Easterly and Southerly along the arc of said curve, an arc distance of 158.61 feet to a point on the arc of a circular curve, concave to the West, having a radius of 175.00 feet and a central angle of 17°45'40"; a radial line bears from said point North 89°07'57" West;

Thence, Southerly along the arc of said curve, an arc distance of 54.25 feet;

Thence, South 66°54'25" East, a distance of 110.21 feet to a point on the arc of a circular curve, concave to the Northwest, having a radius of 285.58 feet and a central angle of 20°41'11"; a radial line bears from said point North 69°40'01" West;

(Continued on Sheet 15 of 16)



## LEGAL DESCRIPTION

Sheet 15 of 16

(Continued from Sheet 14 of 16)

Thence, Southwesterly along the arc of said curve, an arc distance of 103.11 feet to a point on the arc of a circular curve, concave to the West, having a radius of 1340.00 feet and a central angle of 12°05'30"; a radial line bears from said point North 81°05'30" West;

Thence, Southwesterly along the arc of said curve, an arc distance of 282.79 feet to the point of tangency;

Thence, South 21°00'00" West, a distance of 205.06 to a point on the arc of a circular curve, concave to the West, having a radius of 150.00 feet and a central angle of 58°21'23"; a radial line bears from said point South 74°08'02" West;

Thence, Southerly along the arc of said curve, an arc distance of 152.78 feet to a point on the Southerly line of said Tract "E";

Thence, North 69°00'00" West, along said Southerly line, a distance of 169.56 feet to the point of curvature of a circular curve, concave to the East, having a radius of 25.00 feet and a central angle of 90°00'00";

Thence, Westerly and Northerly along the arc of said curve, an arc distance of 39.27 feet to the *Point of Beginning*.

Said lands lying and being in the City of Tamarac, Broward County, Florida, and containing 148,640 square feet (3.41 acres) more or less.

***Together With:***

### Commercial Pod:

A portion of Tract "A", *Land Sec. 4 Golf Course Plat*, as recorded in Plat Book 88, Page 20, of the Public Records of Broward County, Florida, and a portion of *Fort Lauderdale Truck Farms Subdivision*, as recorded in Plat Book 4, Page 31, of the Public Records of Broward County, Florida, all being more particularly described as follows:

***Beginning*** at the Northernmost Northwest corner of said Tract "A", said point also being a point on the South line of Southgate Boulevard;

Thence, South 89°33'35" East, along said South line of Southgate Boulevard, and the North line of said Tract "A", a distance of 552.31 feet;

Thence, South 00°26'25" West, a distance of 226.00 feet;

Thence, North 89°33'35" West, a distance of 349.17 feet;

Thence, South 00°10'05" East, a distance of 93.80 feet to the point of curvature of a circular curve, concave to the West, having a radius of 30.00 feet and a central angle of 36°58'21";

Thence, Southwesterly along the arc of said curve, an arc distance of 19.36 feet to the point of tangency;

Thence, South 36°48'16" West, a distance of 41.57 feet to the point of curvature of a circular curve, concave to the North, having a radius of 30.00 feet and a central angle of 53°01'39";

Thence, Southwesterly along the arc of said curve, an arc distance of 27.77 feet to the point of tangency;

Thence, South 89°49'55" West, a distance of 68.00 feet;

Thence, South 00°10'05" East, a distance of 274.10 feet to the point of curvature of a circular curve, concave to the West, having a radius of 75.00 feet and a central angle of 90°00'00";

Thence, Southwesterly along the arc of said curve, an arc distance of 117.81 feet to the point of tangency;

Thence, South 89°49'55" West, a distance of 28.00 feet to a point on the West line of said Tract "A", and a point on the East line of NW 88th Avenue, as recorded in Official Records Book 4747, Page 183, of the Public Records of Broward County, Florida;

Thence, North 00°10'05" West, along said West line of Tract "A" and the East line of NW 88th Avenue, a distance of 709.26 feet;

Thence, North 45°08'10" East, a distance of 35.54 feet to the *Point of Beginning*.

Said lands lying and being in the City of Tamarac, Broward County, Florida, and containing 199,342 square feet (4.58 acres) more or less.

(Continued on Sheet 16 of 16)





## LEGAL DESCRIPTION

Sheet 16 of 16

(Continued from Sheet 15 of 16)

*Together with:*

**East 3 acres of School Tract**

A parcel of land being a portion of Tract "C", *Land Sec. 4 Golf Course Plat*, as recorded in Plat Book 88, Page 20, of the Public Records of Broward County, Florida, being more particularly described as follows:

***Beginning*** at the Northeast corner of said Tract "C" and a point on the South line of Southgate Boulevard;  
Thence, South 00°12'16" East, along said East line, a distance of 1,323.97 feet to the North line of NW 82nd Street;  
Thence, South 89°47'44" West, along said North line, a distance of 106.35 feet;  
Thence, North 00°12'16" West, a distance of 994.82 feet;  
Thence, North 78°53'43" East, a distance of 26.49 feet;  
Thence, North 01°44'13" East, a distance of 194.78 feet;  
Thence, North 00°12'16" West, a distance of 130.31 feet to the South line of Southgate Boulevard and the North line of said Tract "C";  
Thence, South 89°33'35" East, along said line, a distance of 73.75 feet to the ***Point of Beginning***.

Said lands lying and being in the City of Tamarac, Broward County, Florida, and containing 130,848 square feet (3.00 acres) more or less.

EXHIBIT "C"  
TO  
CONSOLIDATED, AMENDED AND RESTATED COVENANT  
NEW GOLF COURSE

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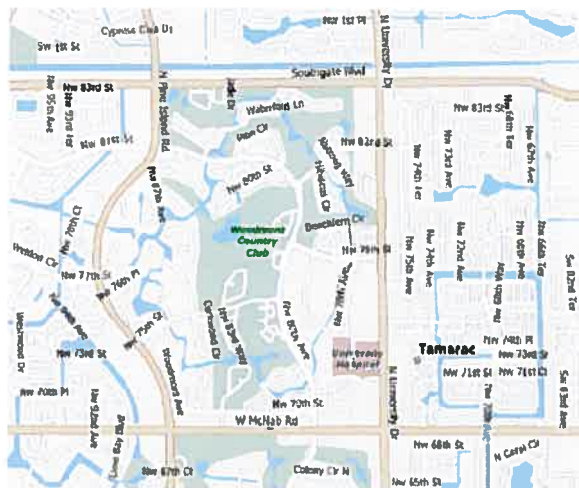
DJG Surveying and Mapping, Inc.

LB# 7682

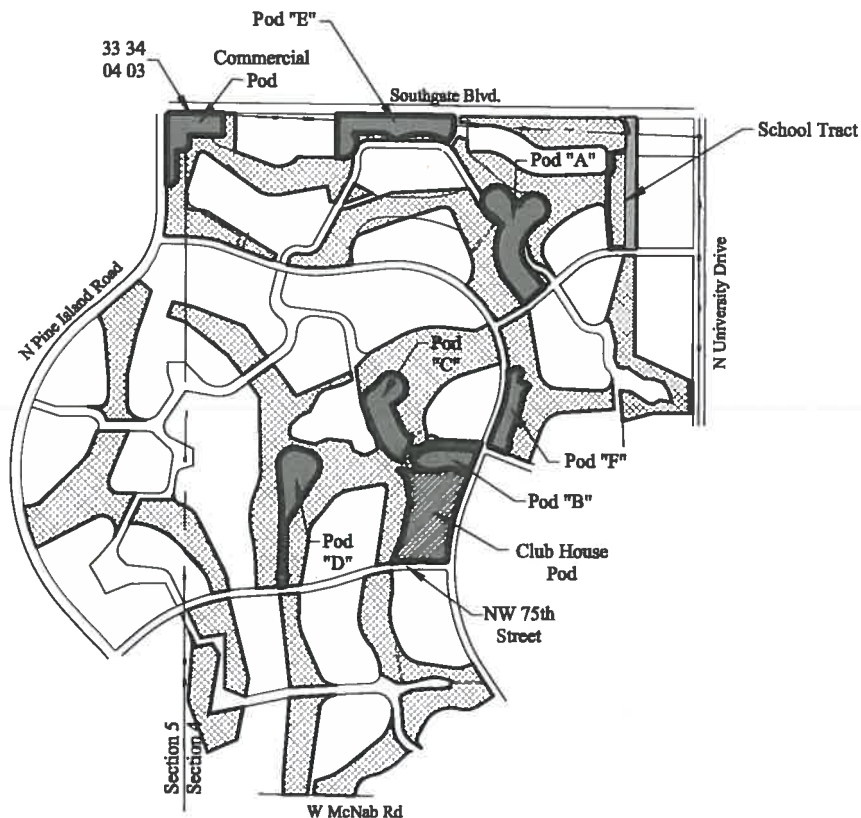
6750 NW 9TH COURT  
MARGATE, FLORIDA 33063  
PHONE: 954-675-7244  
EMAIL: ADMIN@DJGSURVEY.COM  
www.djgsurvey.com

- Sketch and Description -  
*New Golf Course*

Sheet 1 of 57




Location Map  
Not to Scale



No.	REVISIONS	DATE

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

  
03/28/2014  
DENNIS J. GABRIELE  
Professional Surveyor and Mapper  
NO. LS 5709  
State of Florida

JOB NO. 10-0218 DRAWN BY: MRK QC: DJG SCALE: NTS

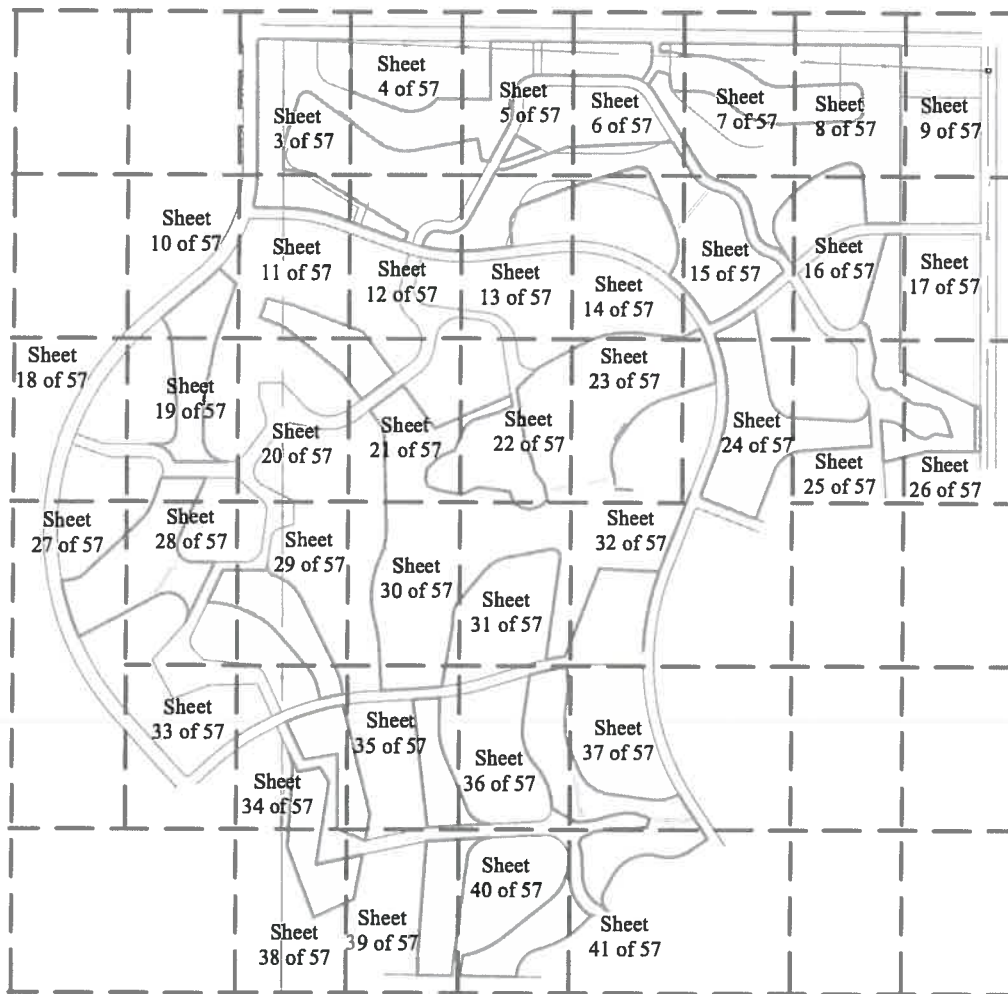


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www.djgsurvey.com

**Sheet 2 of 57**

## KEY SHEET



### **SURVEYOR'S NOTES:**

1. BEARING REFERENCE: The Bearings shown hereon are referenced to the recorded plat.
2. This is not a survey, but only a graphic depiction of the land shown hereon and its calculated legal description. No boundary corners were set in the field related to this sketch.
3. All recordings shown hereon are referenced to the Public Records of Broward County, Florida.

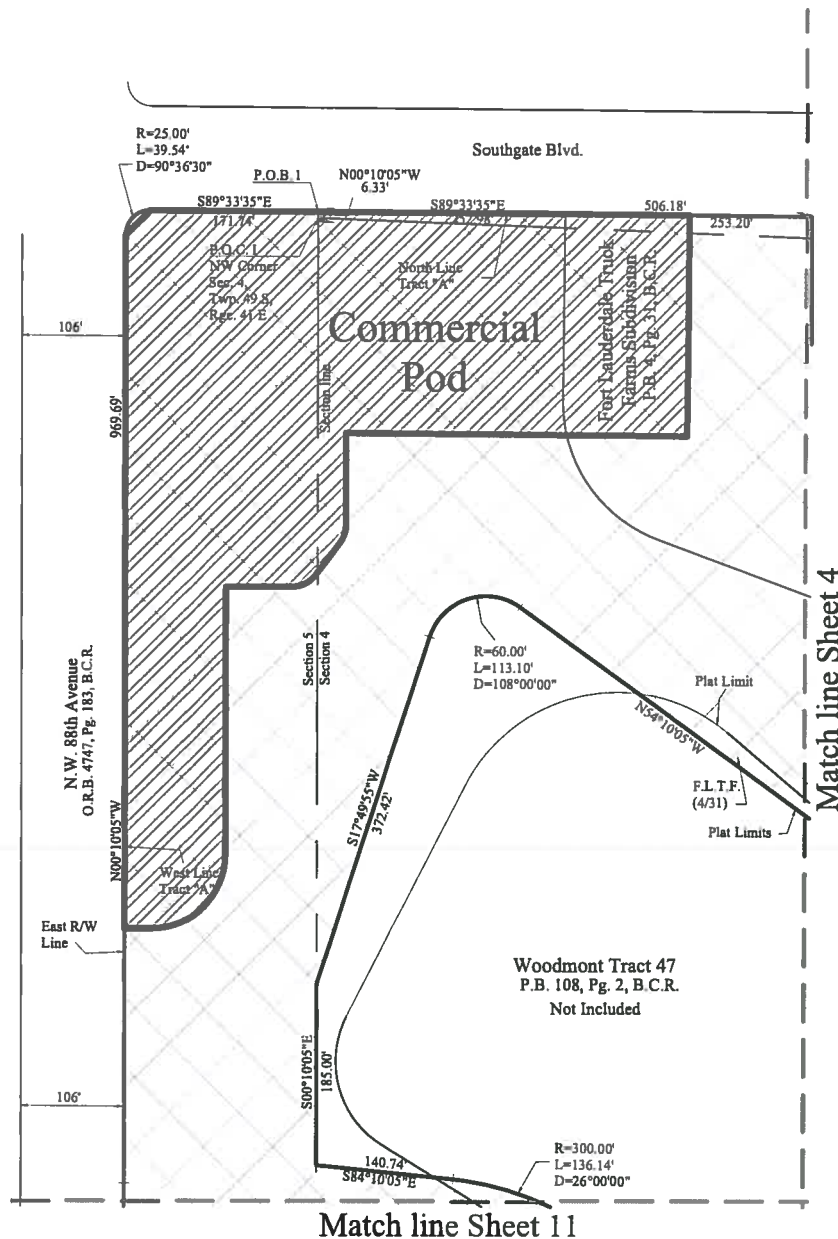




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**Sheet 3 of 57**



## Legend

P.O.B. = Point of Beginning

P.O.C. = Point of Commencement

P.O.T. = Point of Termination

P.B. = Plat Book

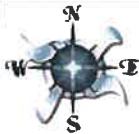
Pg. = Page

B.C.R. = Broward County Records

R = Radius

L = Arc Length

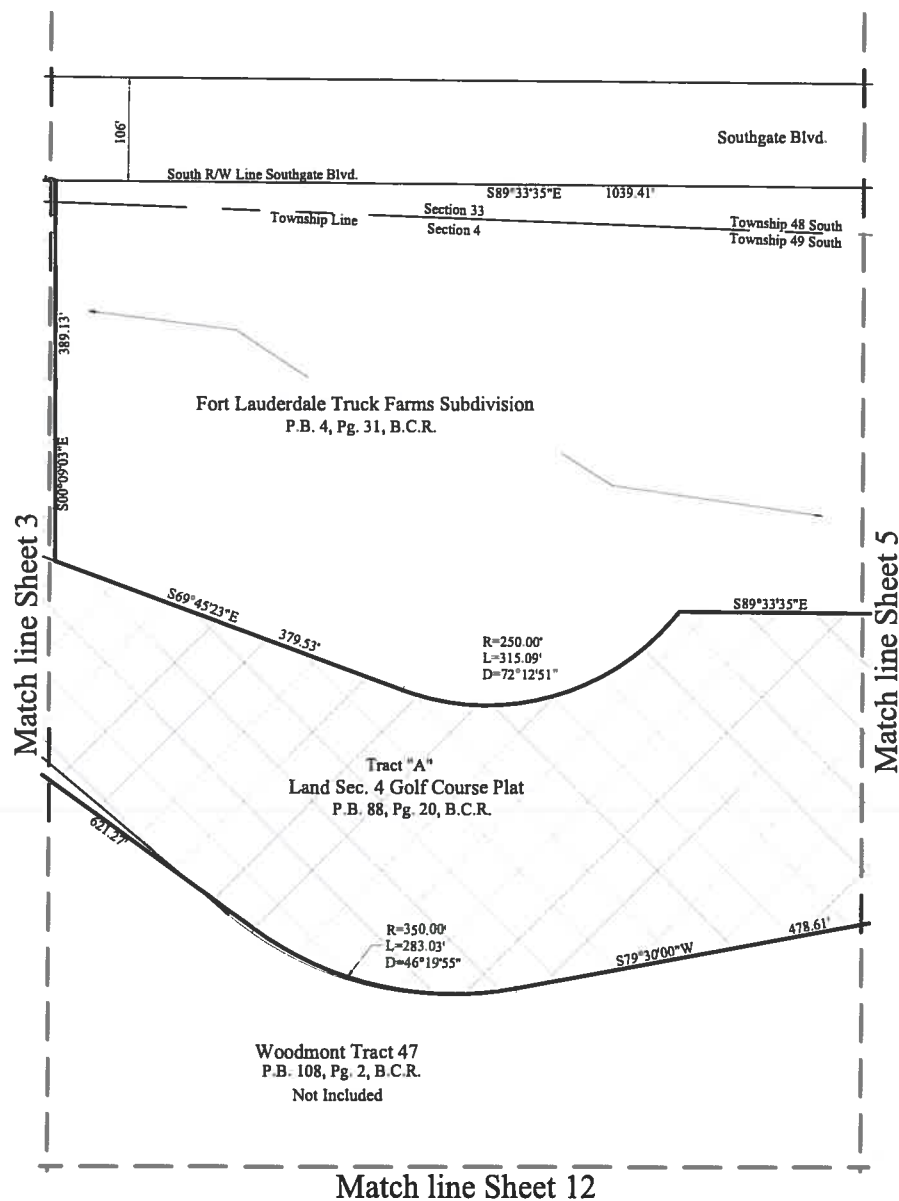
D = Delta (Central Angle)



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Sheet 4 of 57



## Legend

P.O.B. = Point of Beginning

P.O.C. = Point of Commencement

P.O.T. = Point of Termination

P.B. = Plat Book

Pg. = Page

B.C.R. = Broward County Records

R = Radius

L = Arc Length

D = Delta (Central Angle)

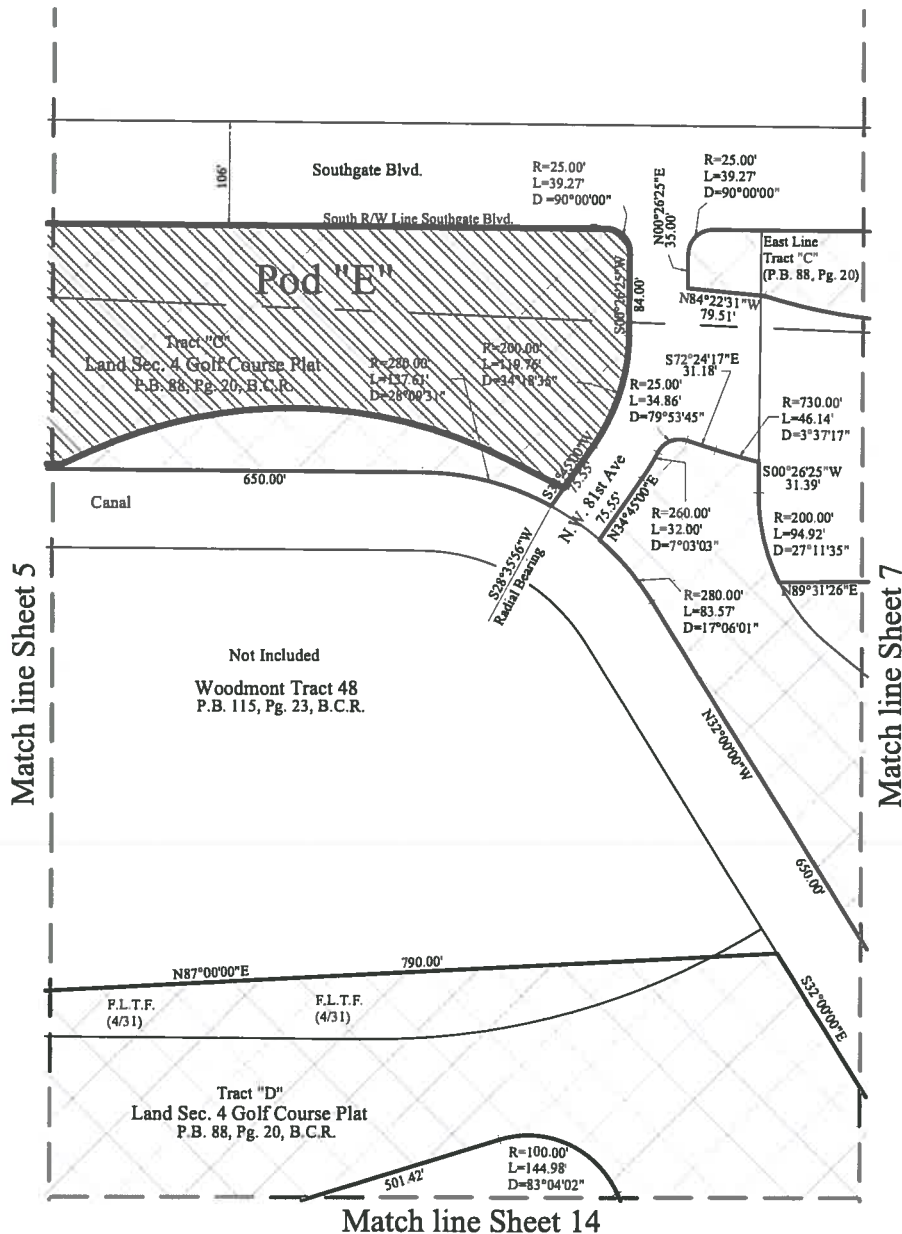




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Sheet 6 of 57



## Legend

P.O.B. = Point of Beginning

P.O.C. = Point of Commencement

P.O.T. = Point of Termination

P.B. = Plat Book

Pg. = Page

B.C.R. = Broward County Records

R = Radius

L = Arc Length

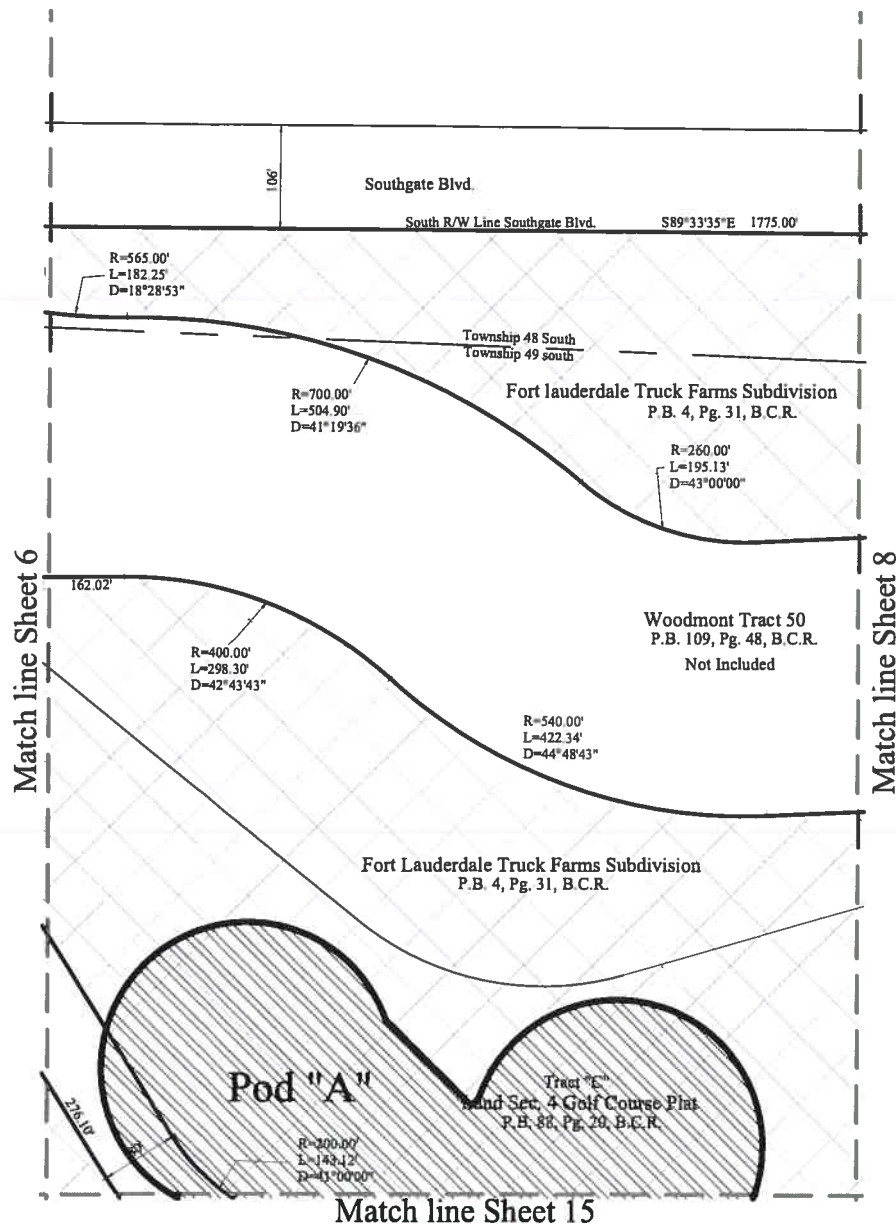
D = Delta (Central Angle)



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## Legend

P.O.B. = Point of Beginning  
P.O.C. = Point of Commencement  
P.O.T. = Point of Termination  
P.B. = Plat Book  
Pg. = Page

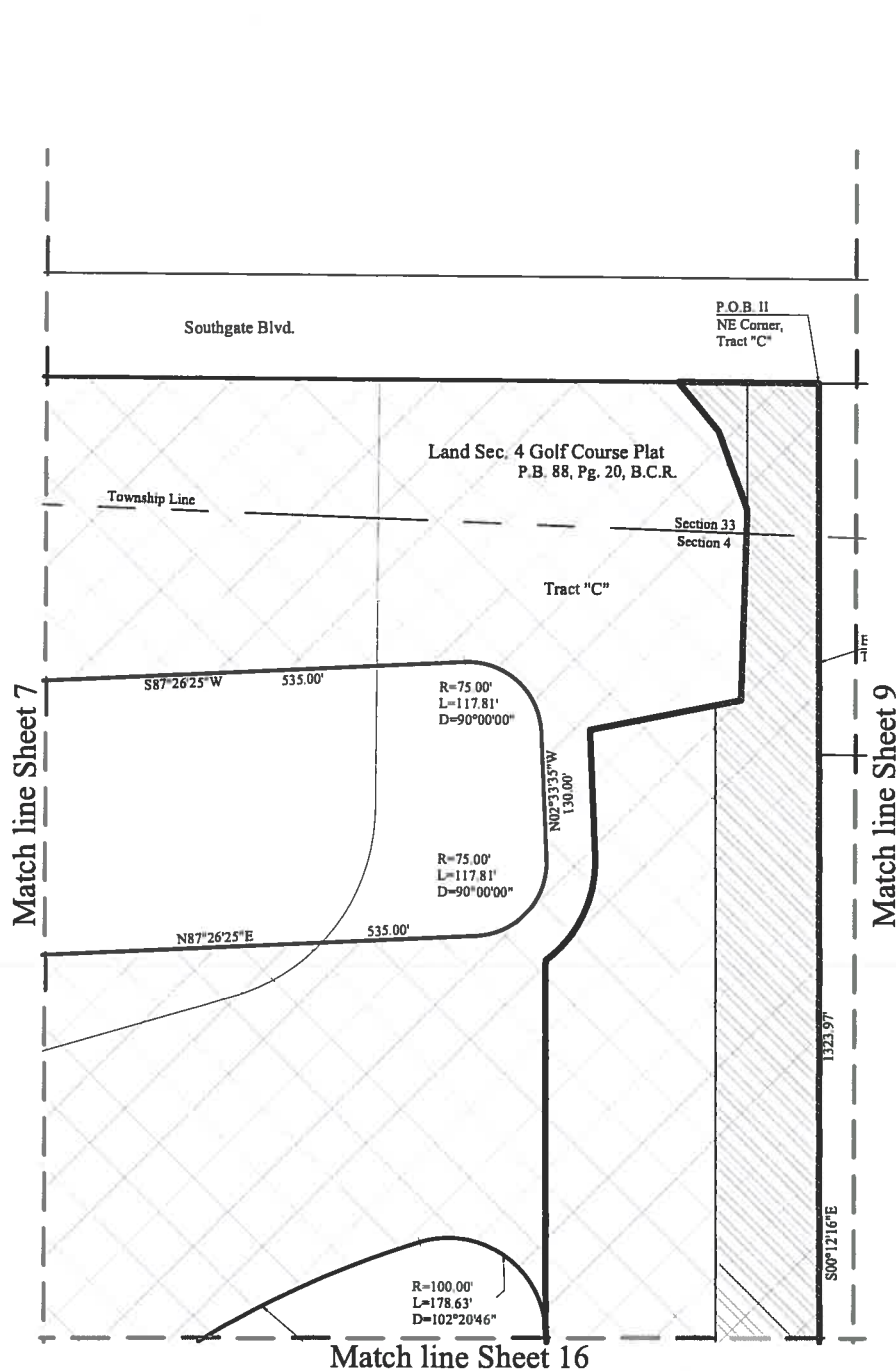
B.C.R. = Broward County Records  
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## Legend

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P.B. = Plat Book  
Pg. = Page

B.C.R. = Broward County Records  
R = Radius  
L = Arc Length  
D = Delta (Central Angle)

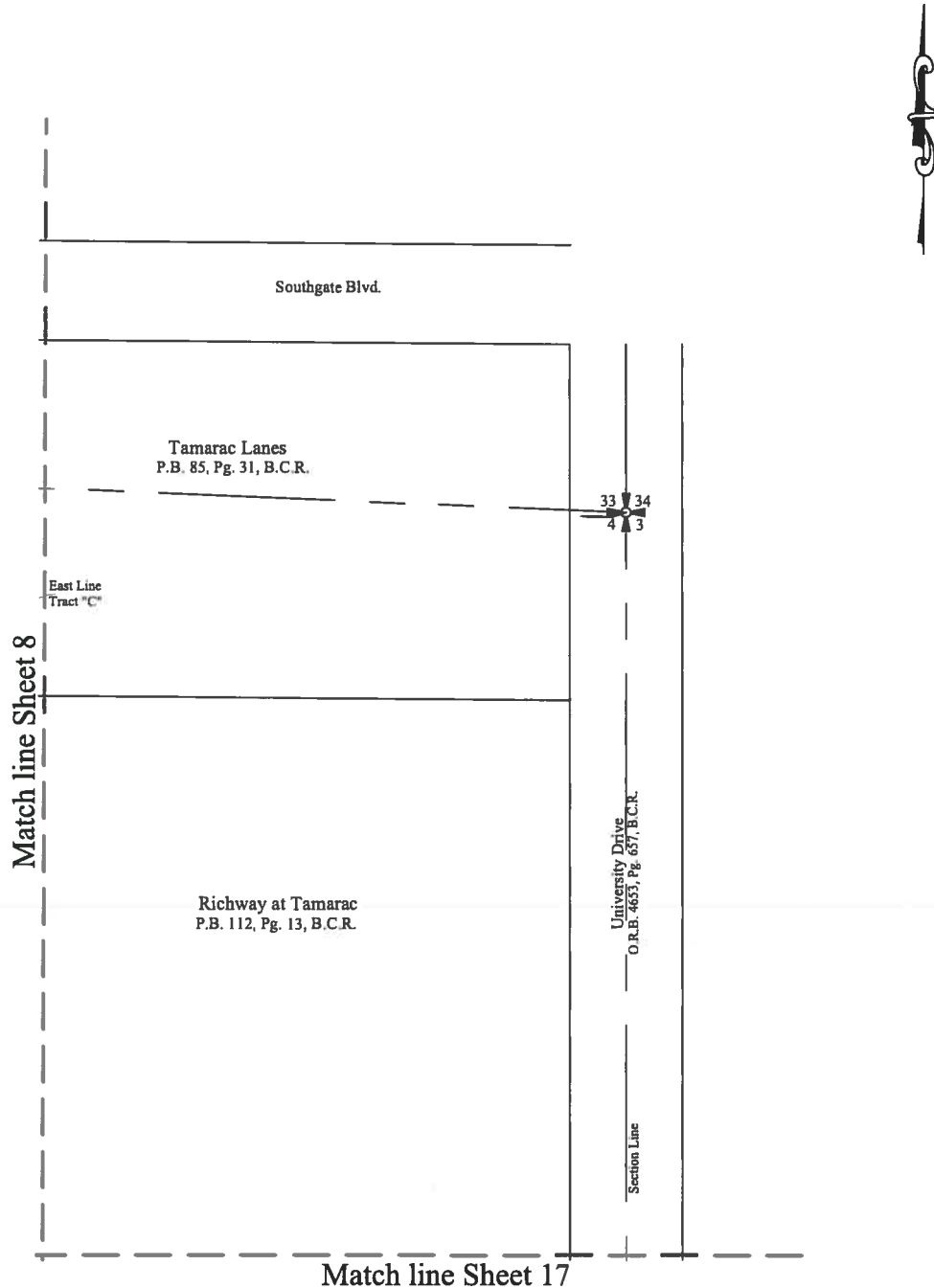




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## **Legend**

P.O.B. = Point of Beginning

P.O.C. = Point of Commencement

P.O.T. = Point of Termination

P.B. = Plat Book

Pg. = Page

B.C.R. = Broward County Records

R = Radius

L = Arc Length

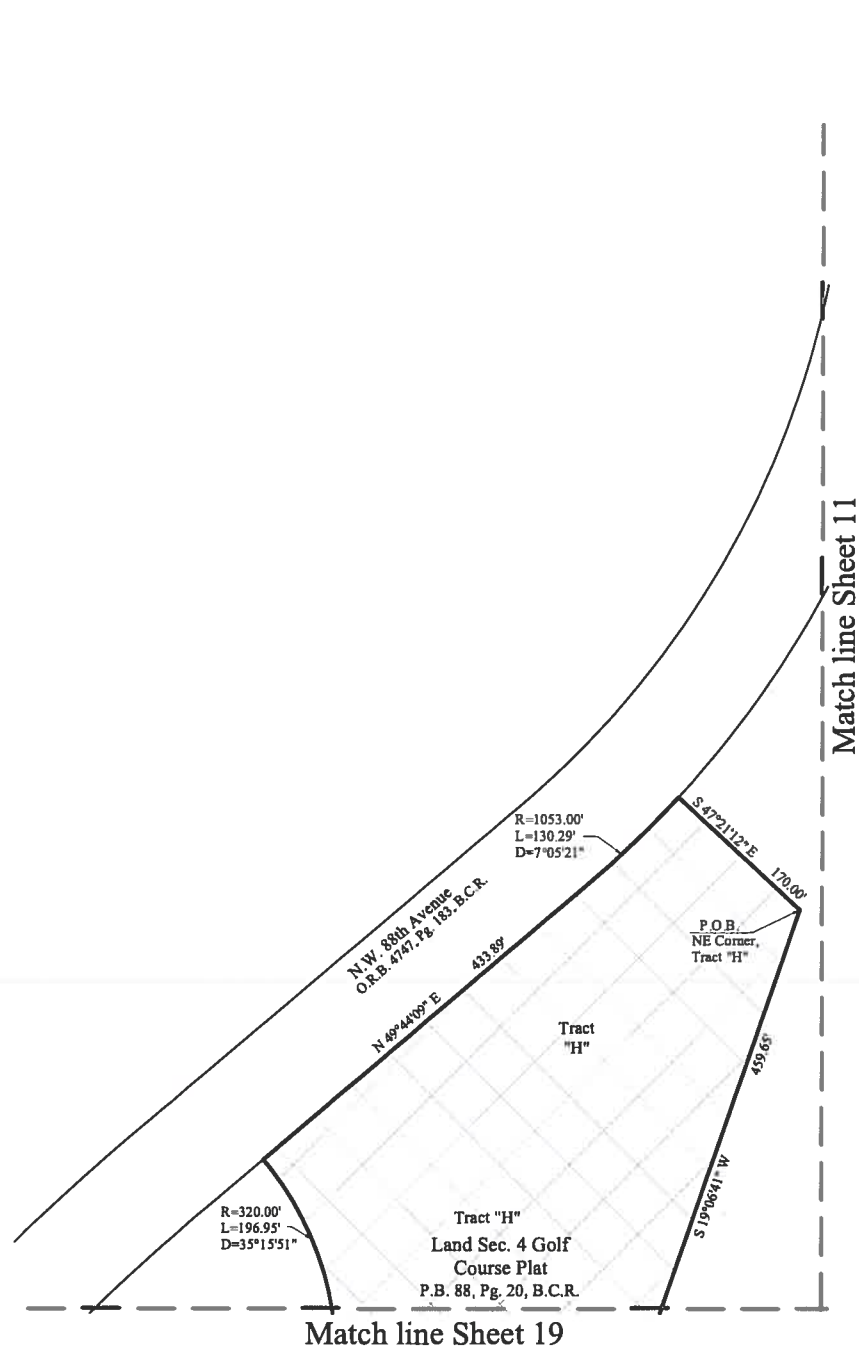
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## Legend

P.O.B. = Point of Beginning  
P.O.C. = Point of Commencement  
P.O.T. = Point of Termination  
P.B. = Plat Book  
Pg. = Page

B.C.R. = Broward County Records  
R = Radius  
L = Arc Length  
D = Delta (Central Angle)

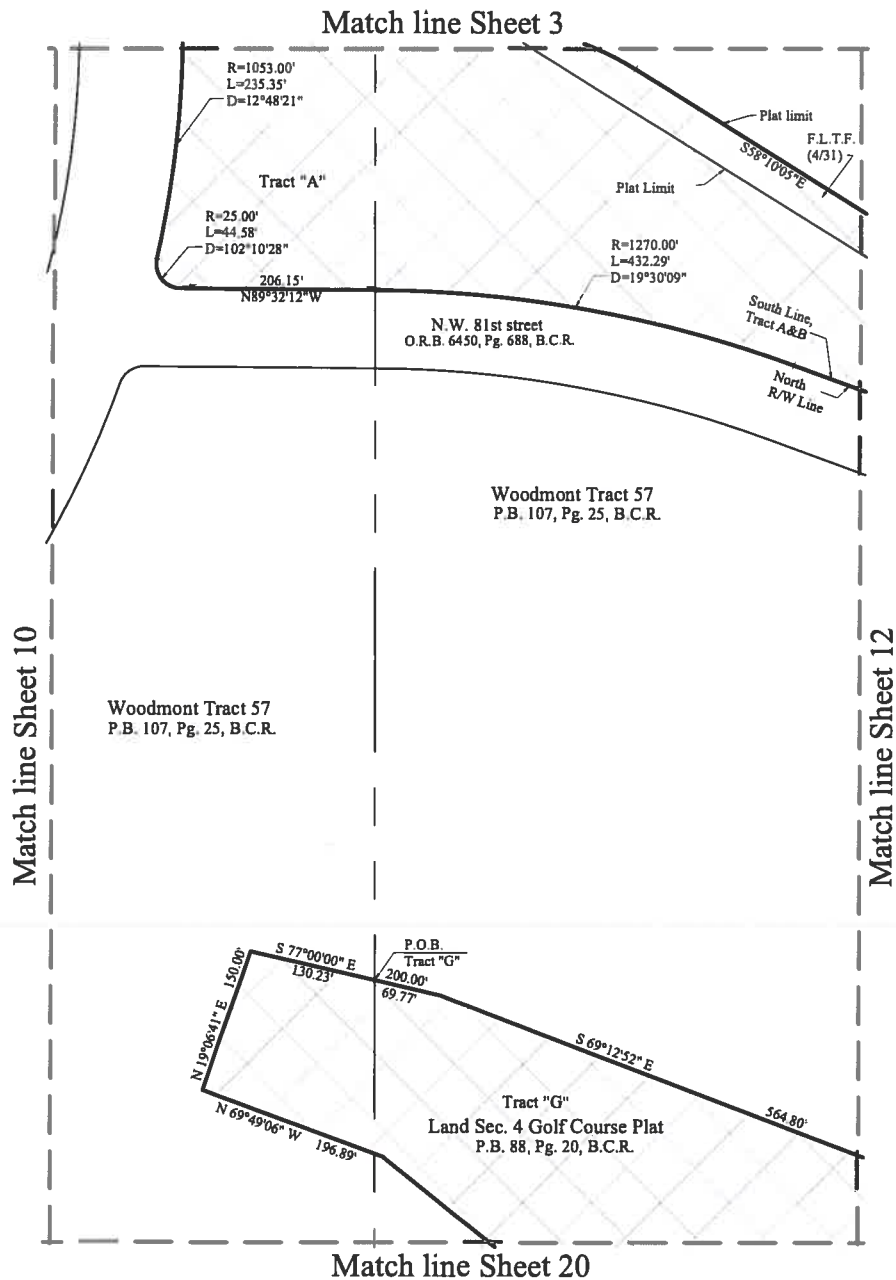




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## Legend

P.O.B. = Point of Beginning

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P.O.T. = Point of Termination

P.B. = Plat Book

Pg. = Page

B.C.R. = Broward County Records

R = Radius

L = Arc Length

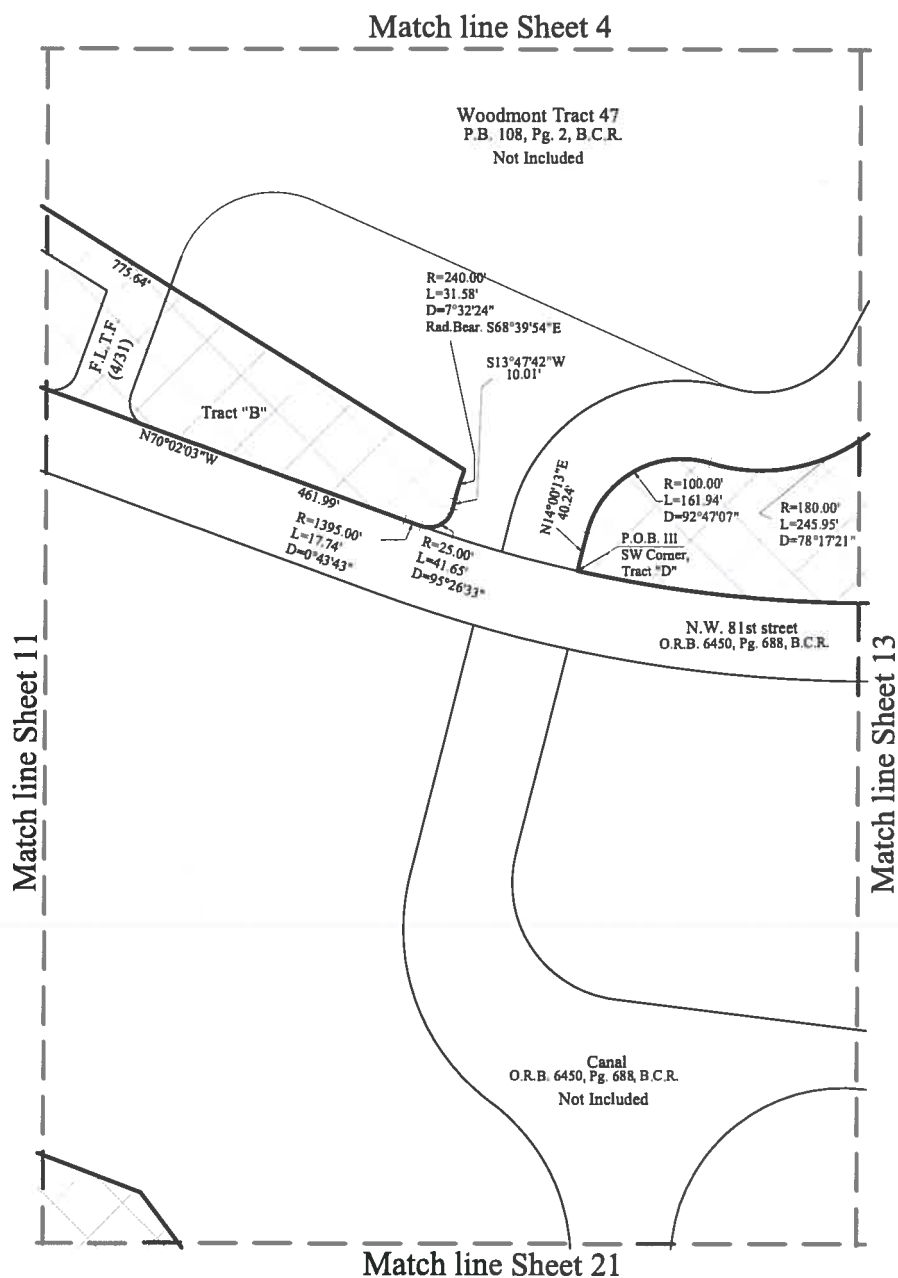
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## Legend

P.O.B. = Point of Beginning  
P.O.C. = Point of Commencement  
P.O.T. = Point of Termination  
P.B. = Plat Book  
Pg. = Page

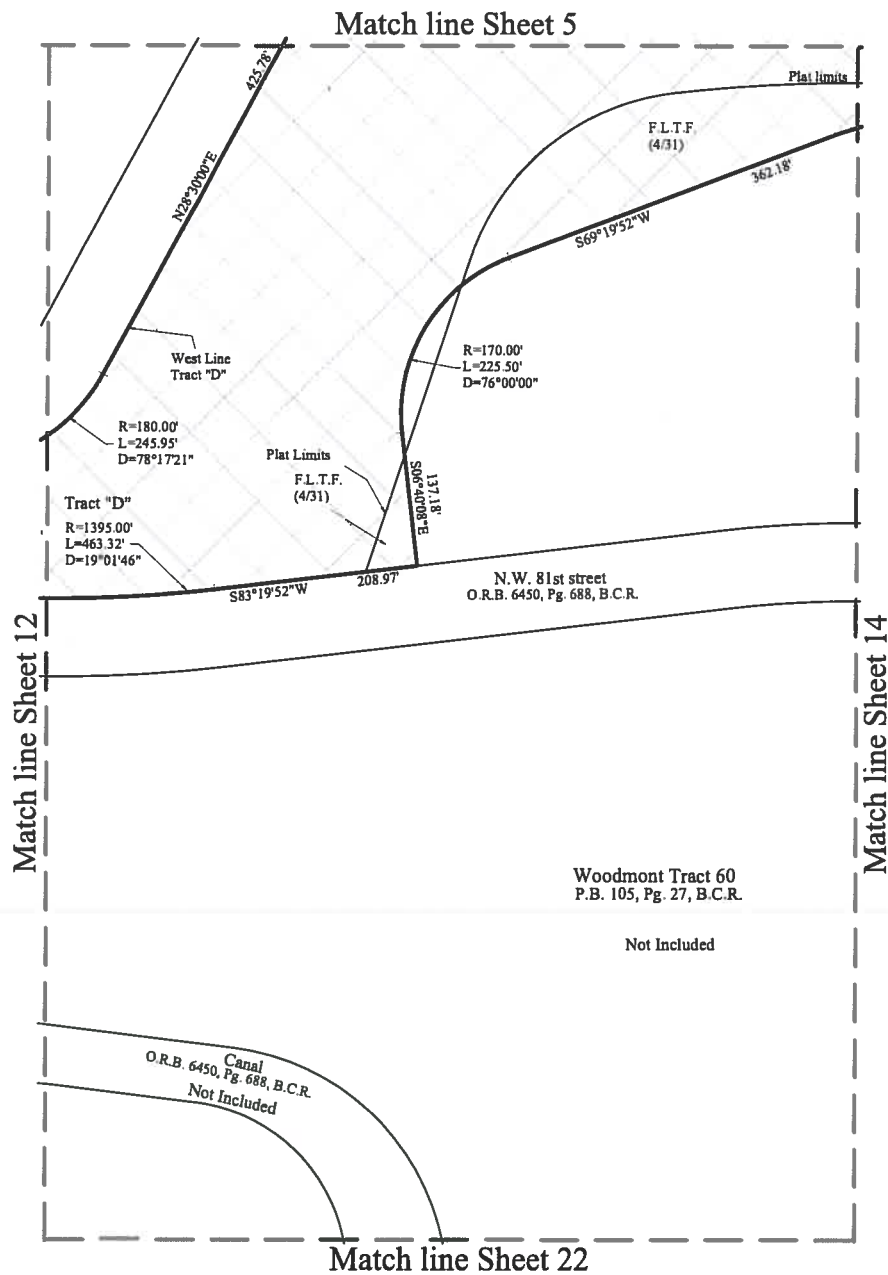
B.C.R. = Broward County Records  
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## Legend

P.O.B. = Point of Beginning  
P.O.C. = Point of Commencement  
P.O.T. = Point of Termination  
P.B. = Plat Book  
Pg. = Page

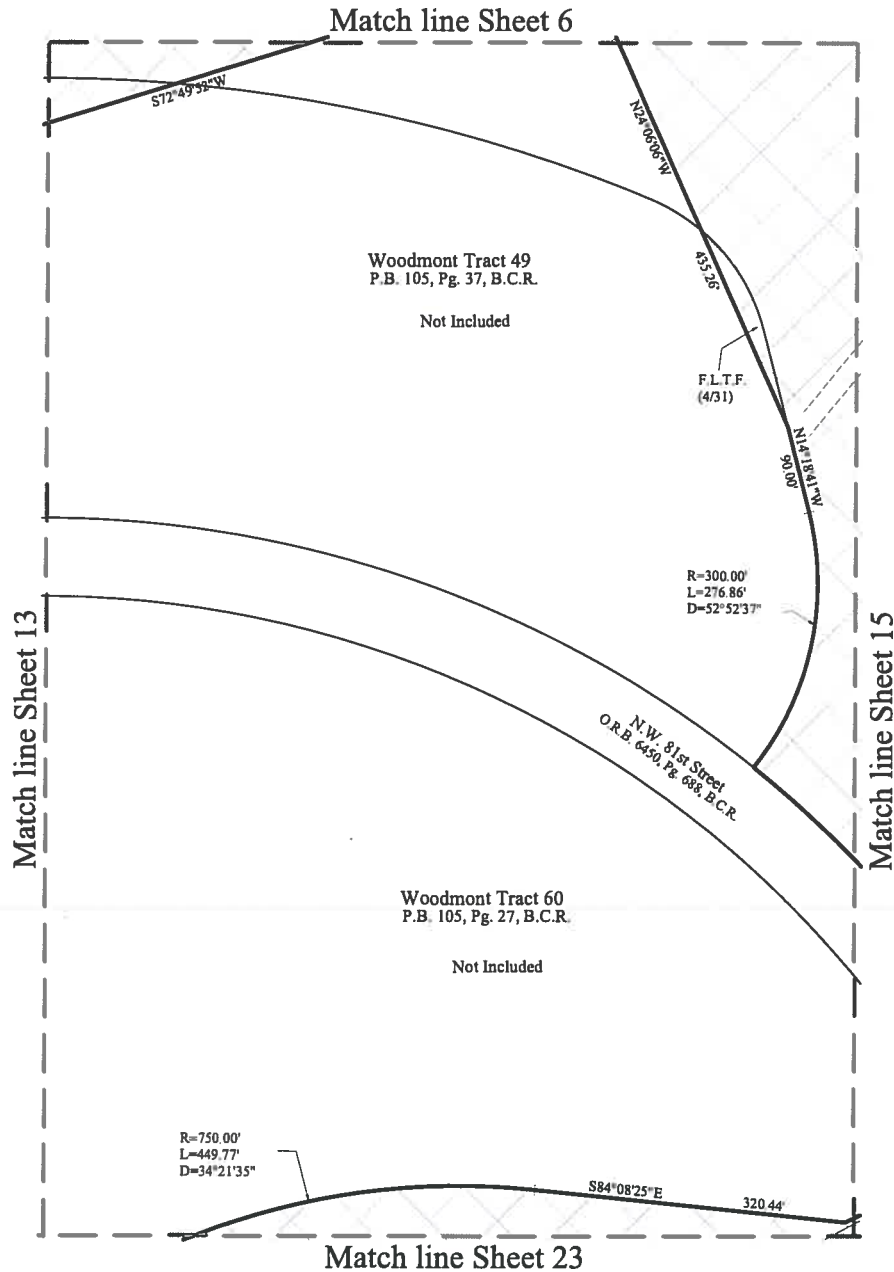
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### Legend

P.O.B. = Point of Beginning  
P.O.C. = Point of Commencement  
P.O.T. = Point of Termination  
P.B. = Plat Book  
Pg. = Page

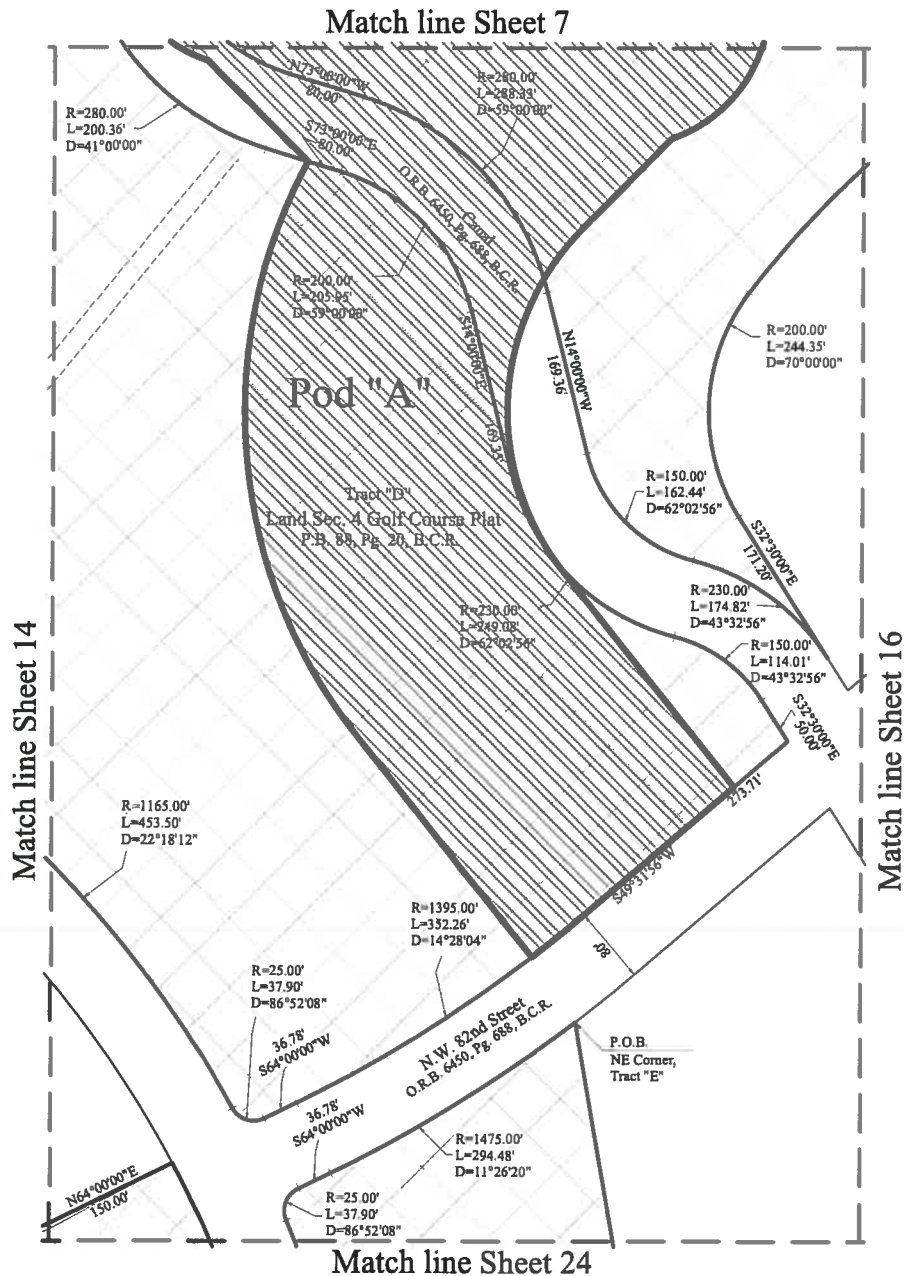
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## Legend

P.O.B. = Point of Beginning

P.O.C. = Point of Commencement

P.O.T. = Point of Termination

P.B. = Plat Book

Pg. = Page

B.C.R. = Broward County Records

R = Radius

L = Arc Length

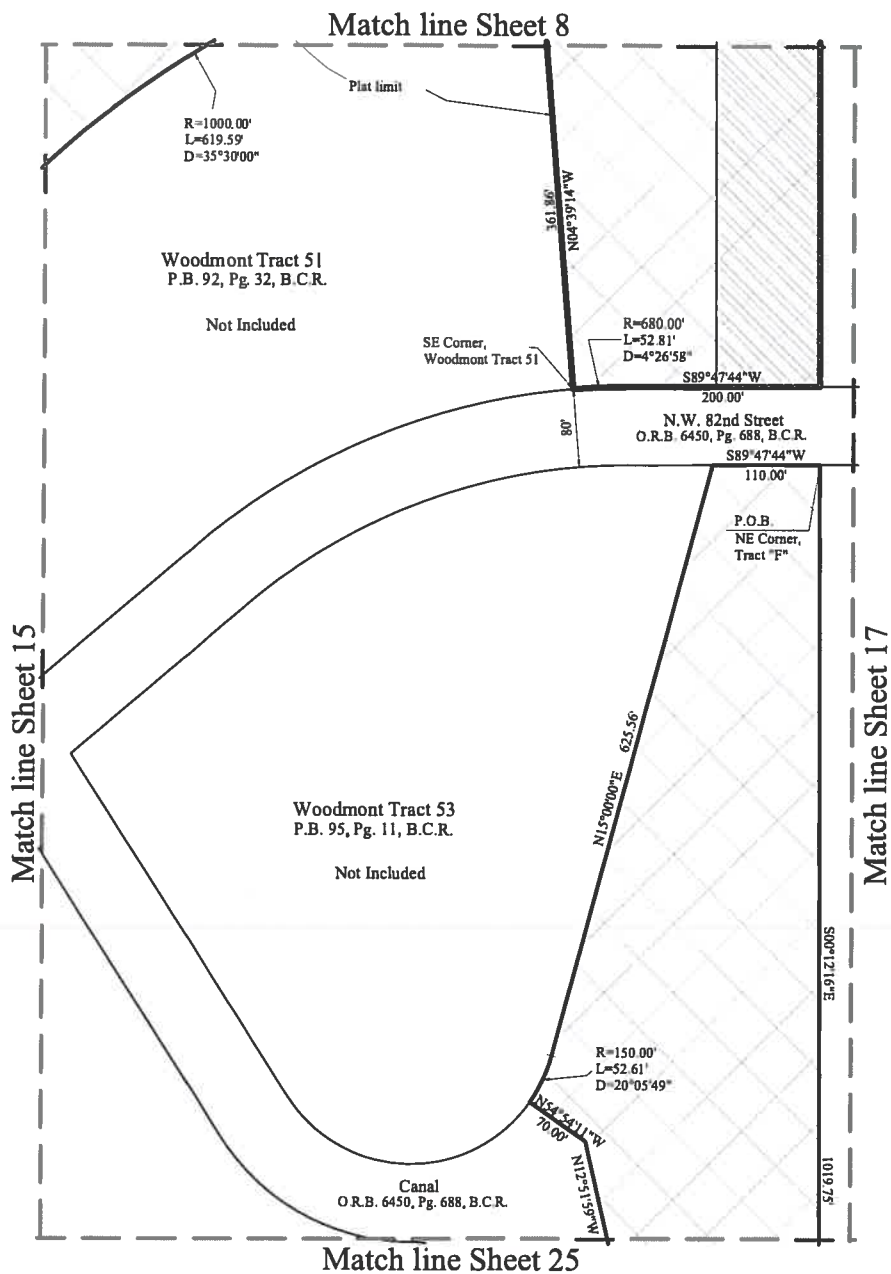
D = Delta (Central Angle)



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## Legend

P.O.B. = Point of Beginning  
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## **Legend**

P.O.B. = Point of Beginning  
P.O.C. = Point of Commencement  
P.O.T. = Point of Termination  
P.B. = Plat Book  
Pg. = Page

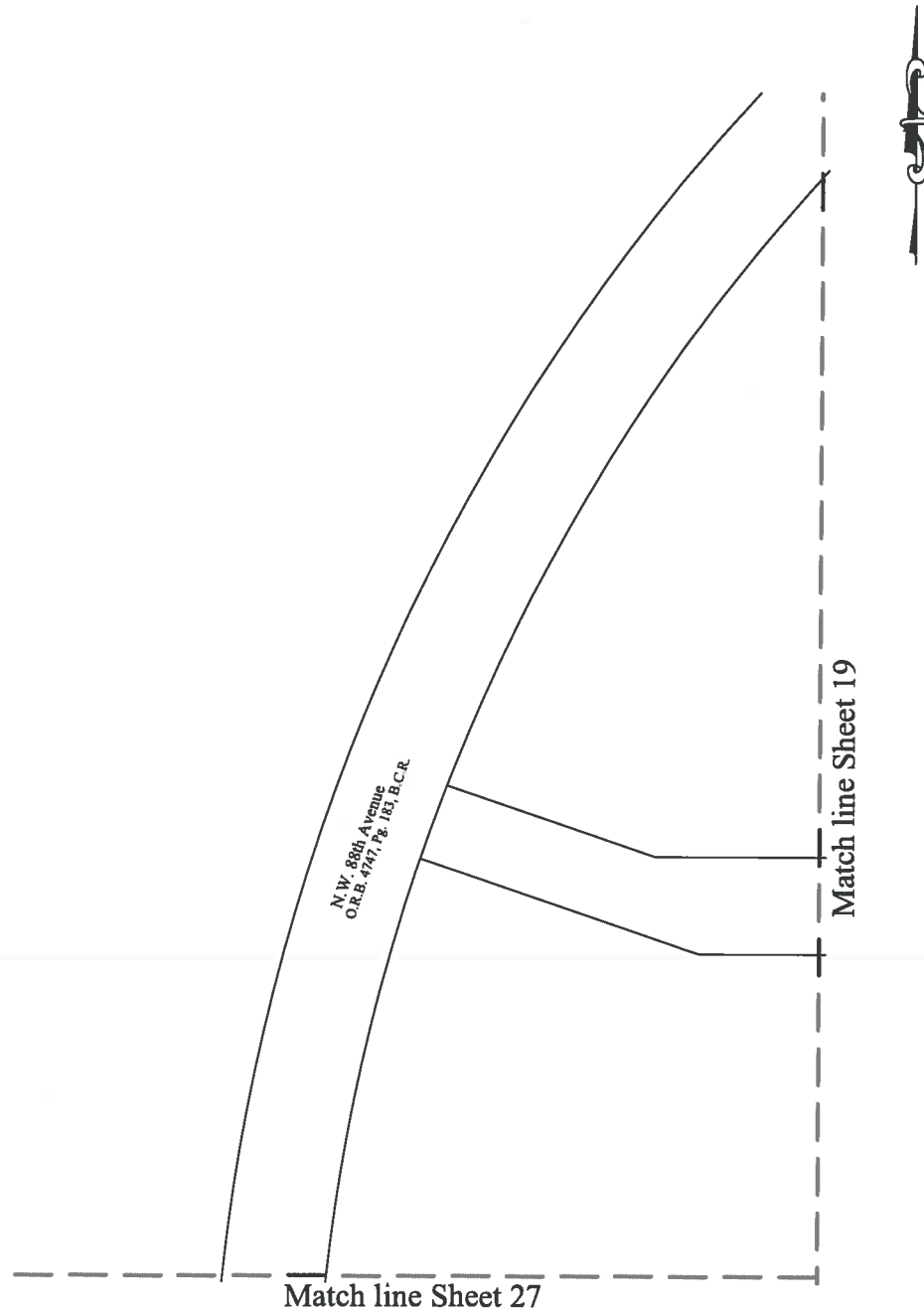
B.C.R. = Broward County Records  
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### Legend

P.O.B. = Point of Beginning

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P.O.T. = Point of Termination

P.B. = Plat Book

Pg. = Page

B.C.R. = Broward County Records

R = Radius

L = Arc Length

D = Delta (Central Angle)

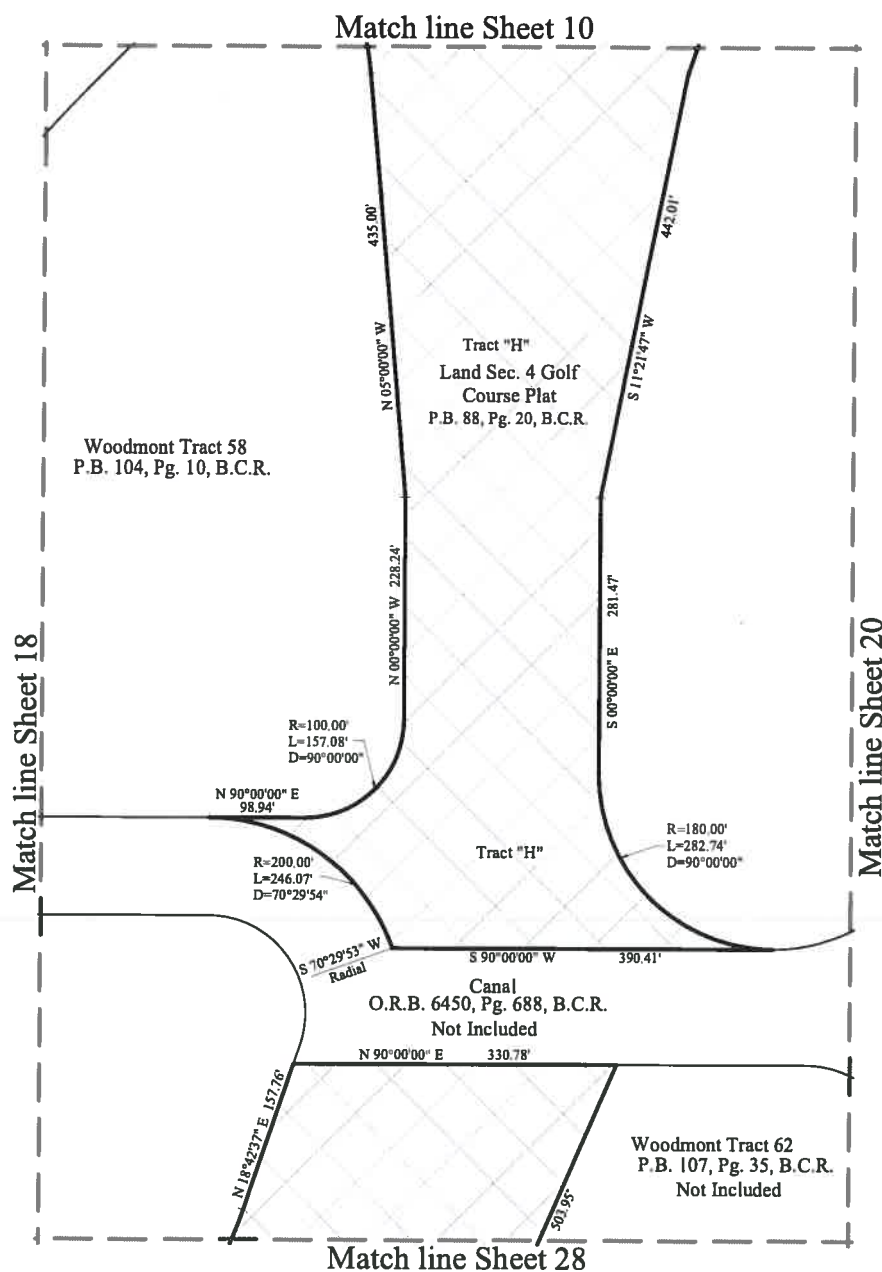




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## Legend

P.O.B. = Point of Beginning  
P.O.C. = Point of Commencement  
P.O.T. = Point of Termination  
P.B. = Plat Book  
Pg. = Page

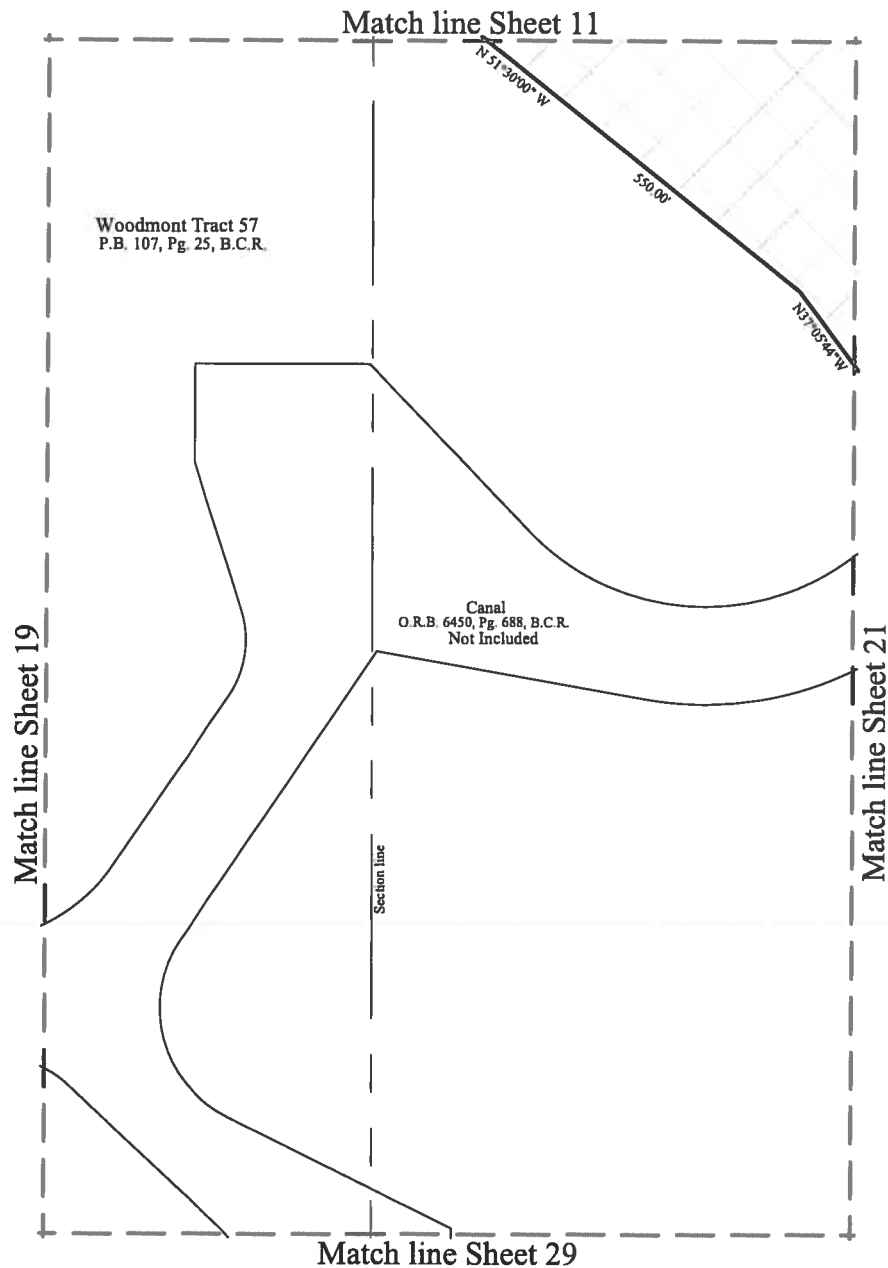
B.C.R. = Broward County Records  
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## Legend

P.O.B. = Point of Beginning  
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P.O.T. = Point of Termination  
P.B. = Plat Book  
Pg. = Page

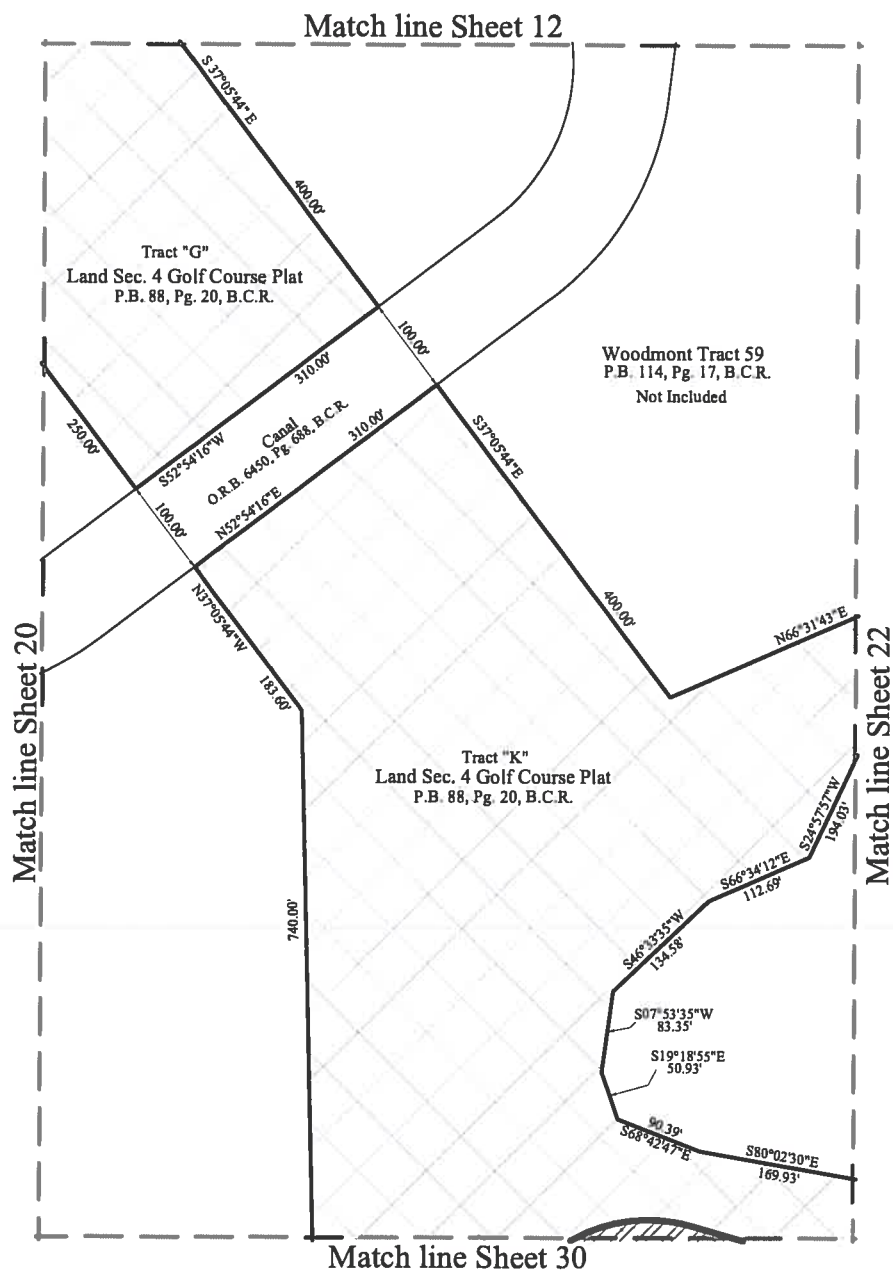
B.C.R. = Broward County Records  
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## Legend

P.O.B. = Point of Beginning

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P.B. = Plat Book

Pg. = Page

B.C.R. = Broward County Records

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L = Arc Length

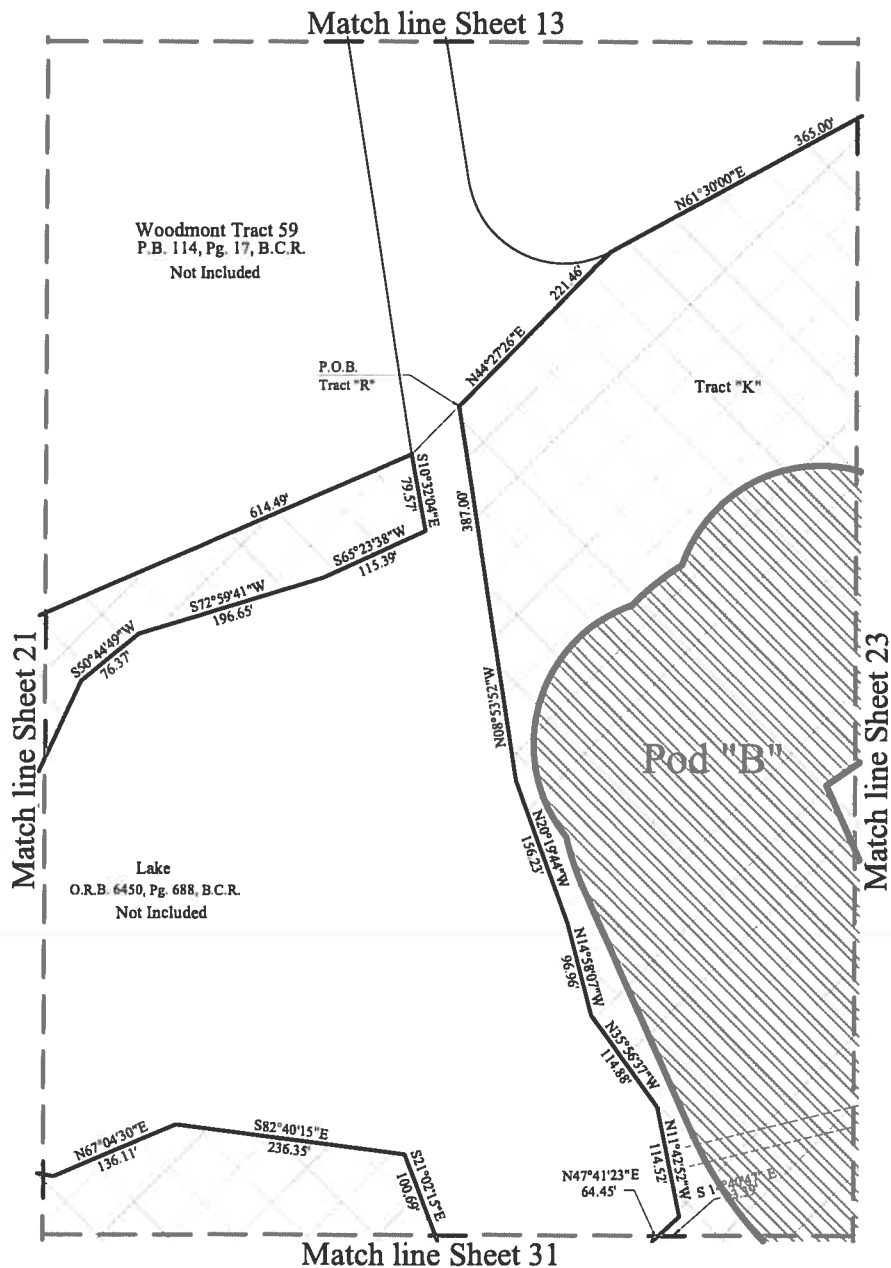
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## Legend

P.O.B. = Point of Beginning	B.C.R. = Broward County Records
P.O.C. = Point of Commencement	R = Radius
P.O.T. = Point of Termination	L = Arc Length
P.B. = Plat Book	D = Delta (Central Angle)
Pg. = Page	

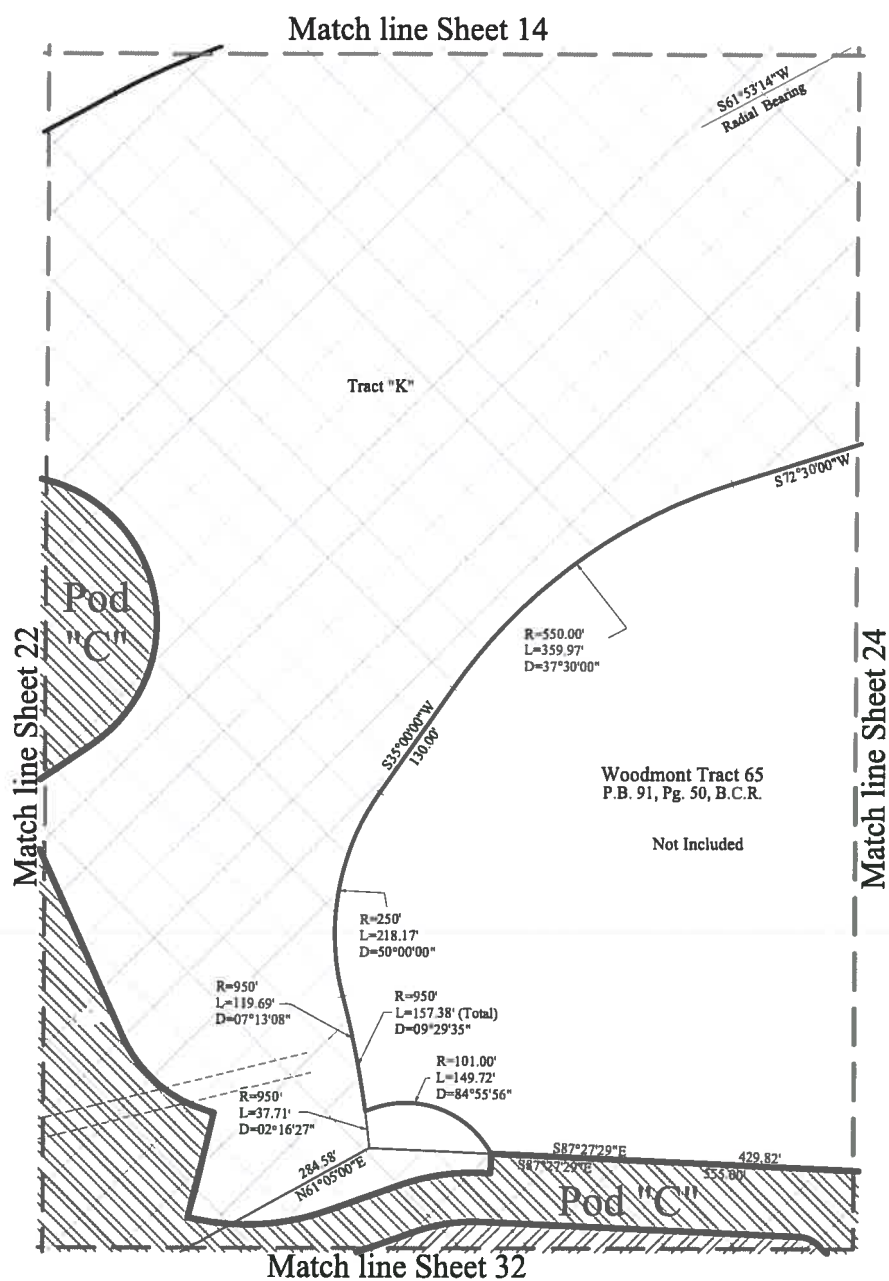


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## Legend

P.O.B. = Point of Beginning

P.O.C. = Point of Commencement

P.O.T. = Point of Termination

P.B. = Plat Book

Pg. = Page

B.C.R. = Broward County Records

R = Radius

L = Arc Length

D = Delta (Central Angle)

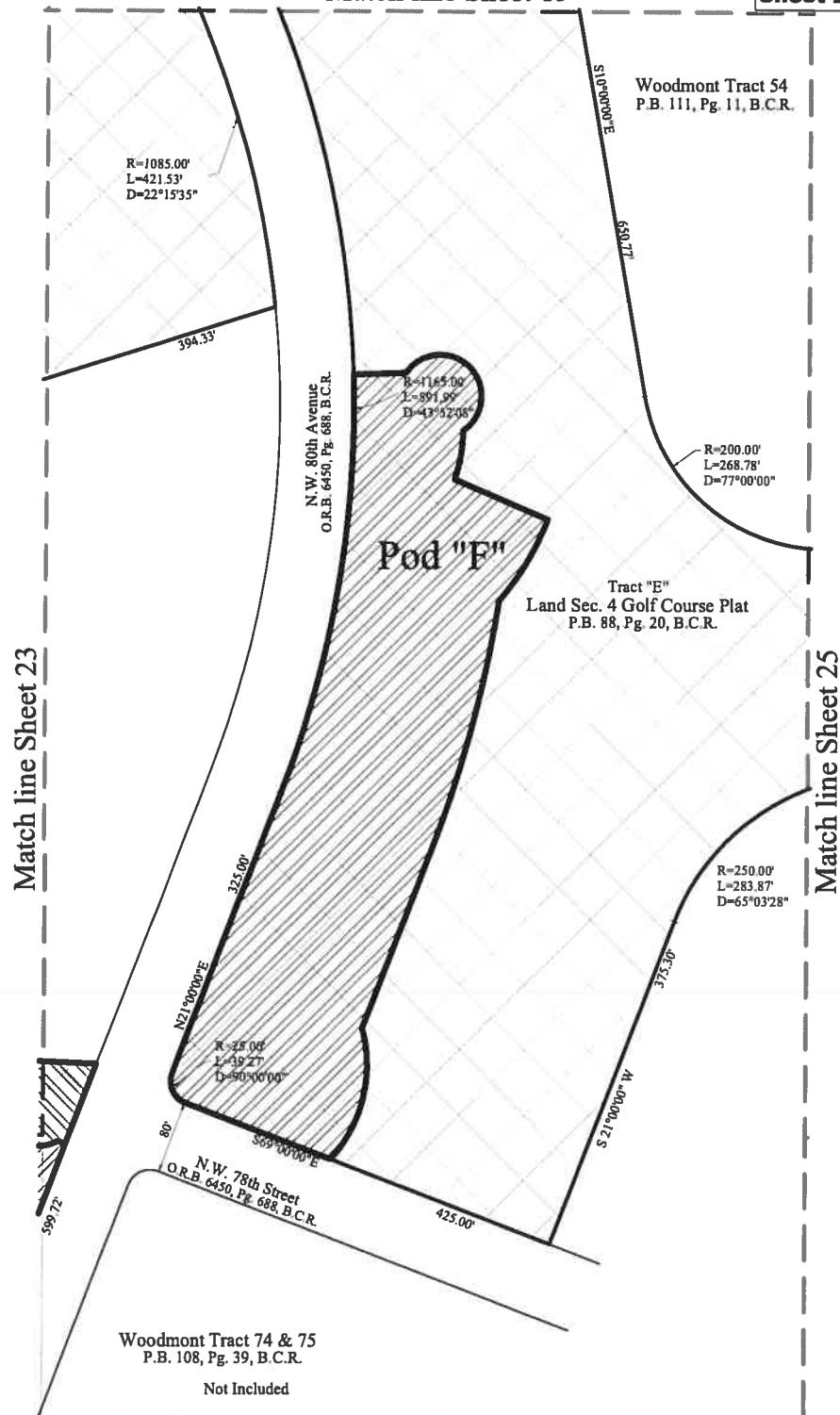


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## Legend

P.O.B. = Point of Beginning

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P.B. = Plat Book

Pg. = Page

B.C.R. = Broward County Records

R = Radius

L = Arc Length

D = Delta (Central Angle)

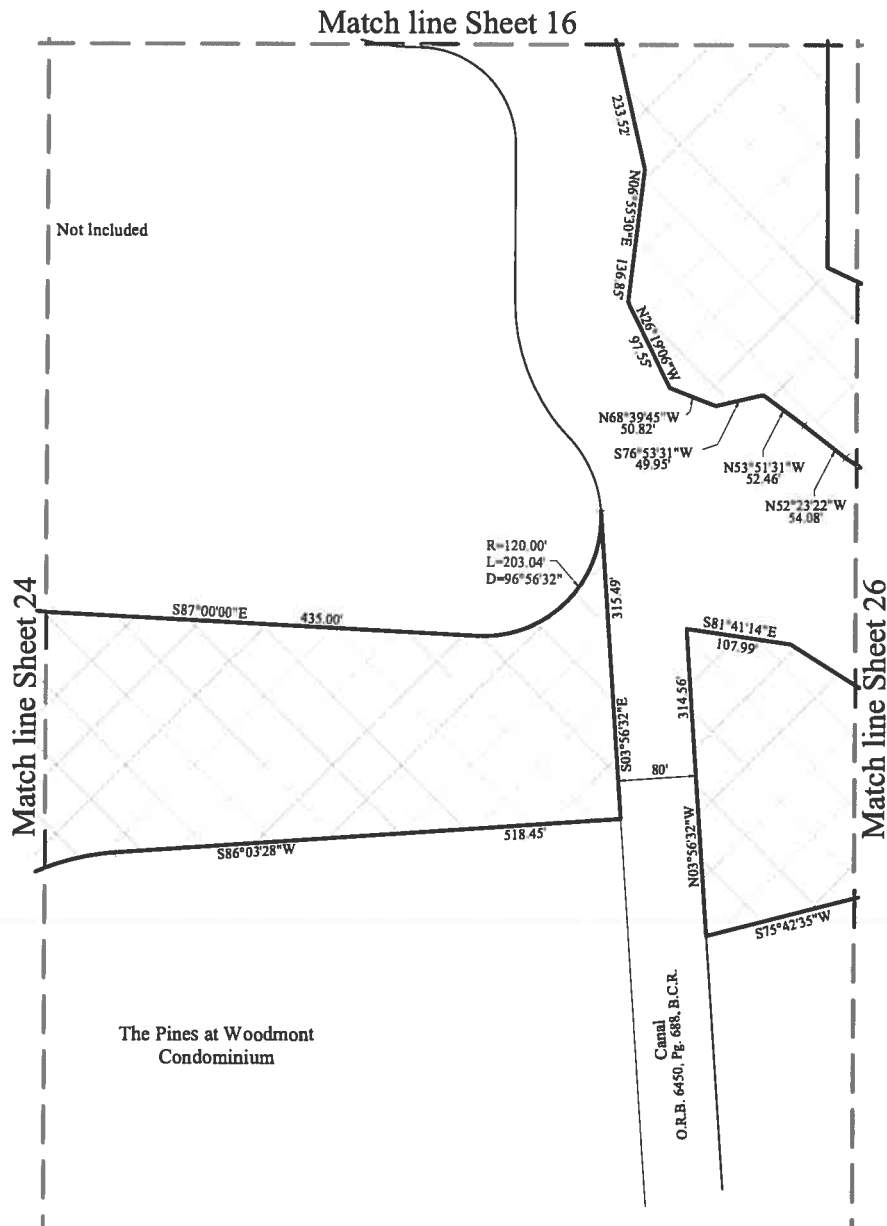




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## Legend

P.O.B. = Point of Beginning  
P.O.C. = Point of Commencement  
P.O.T. = Point of Termination  
P.B. = Plat Book  
Pg. = Page

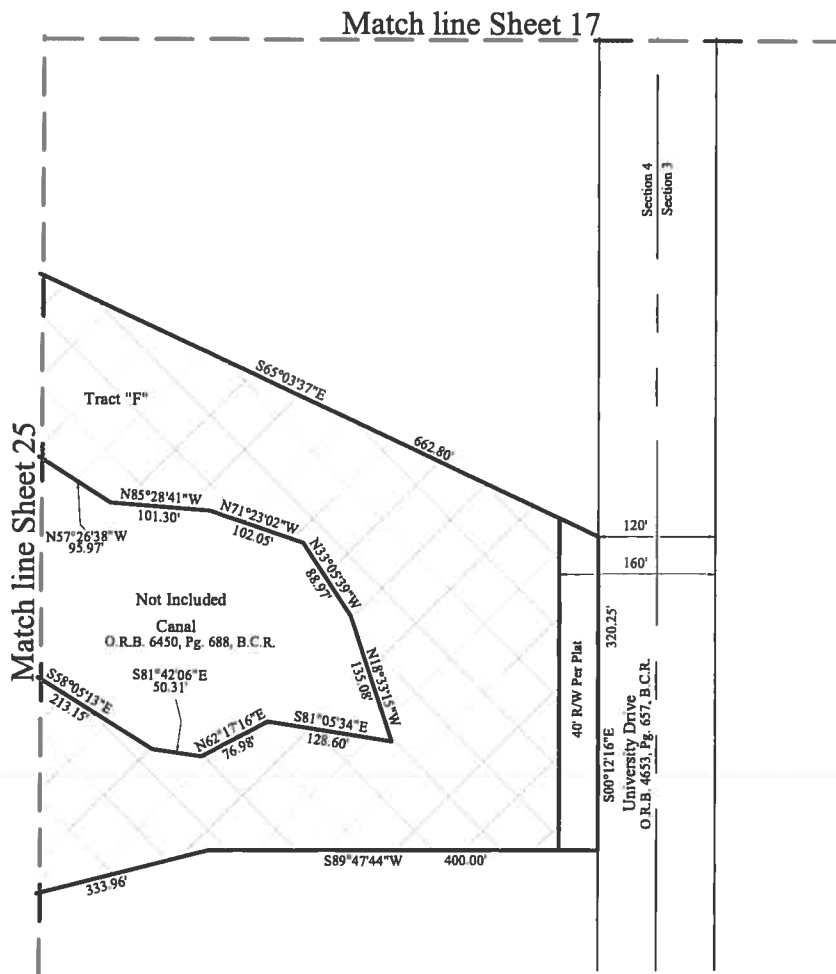
B.C.R. = Broward County Records  
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## Legend

P.O.B. = Point of Beginning

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P.B. = Plat Book

Pg. = Page

B.C.R. = Broward County Records

R = Radius

L = Arc Length

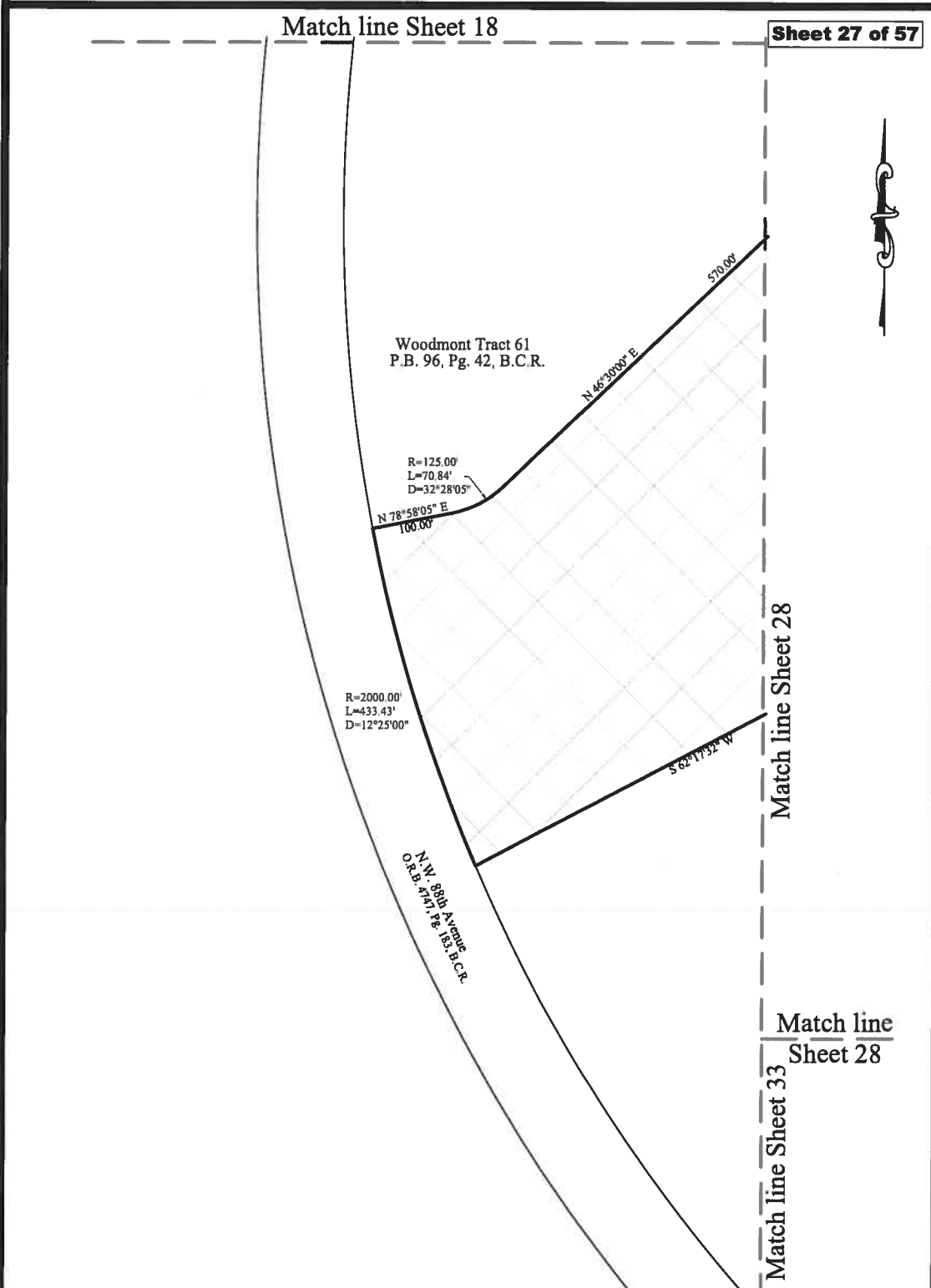
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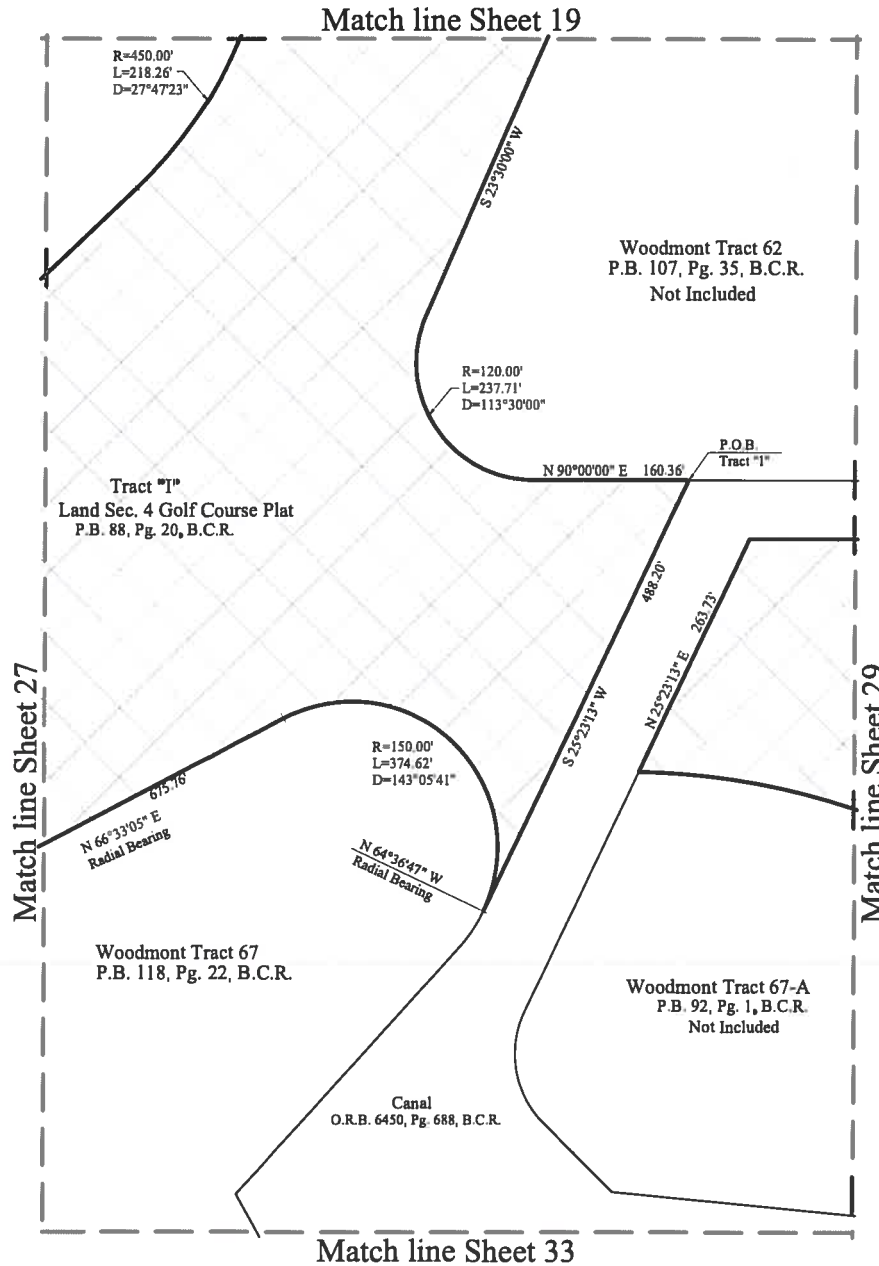
B.C.R. = Broward County Records  
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## Legend

P.O.B. = Point of Beginning

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P.O.T. = Point of Termination

P.B. = Plat Book

Pg. = Page

B.C.R. = Broward County Records

R = Radius

L = Arc Length

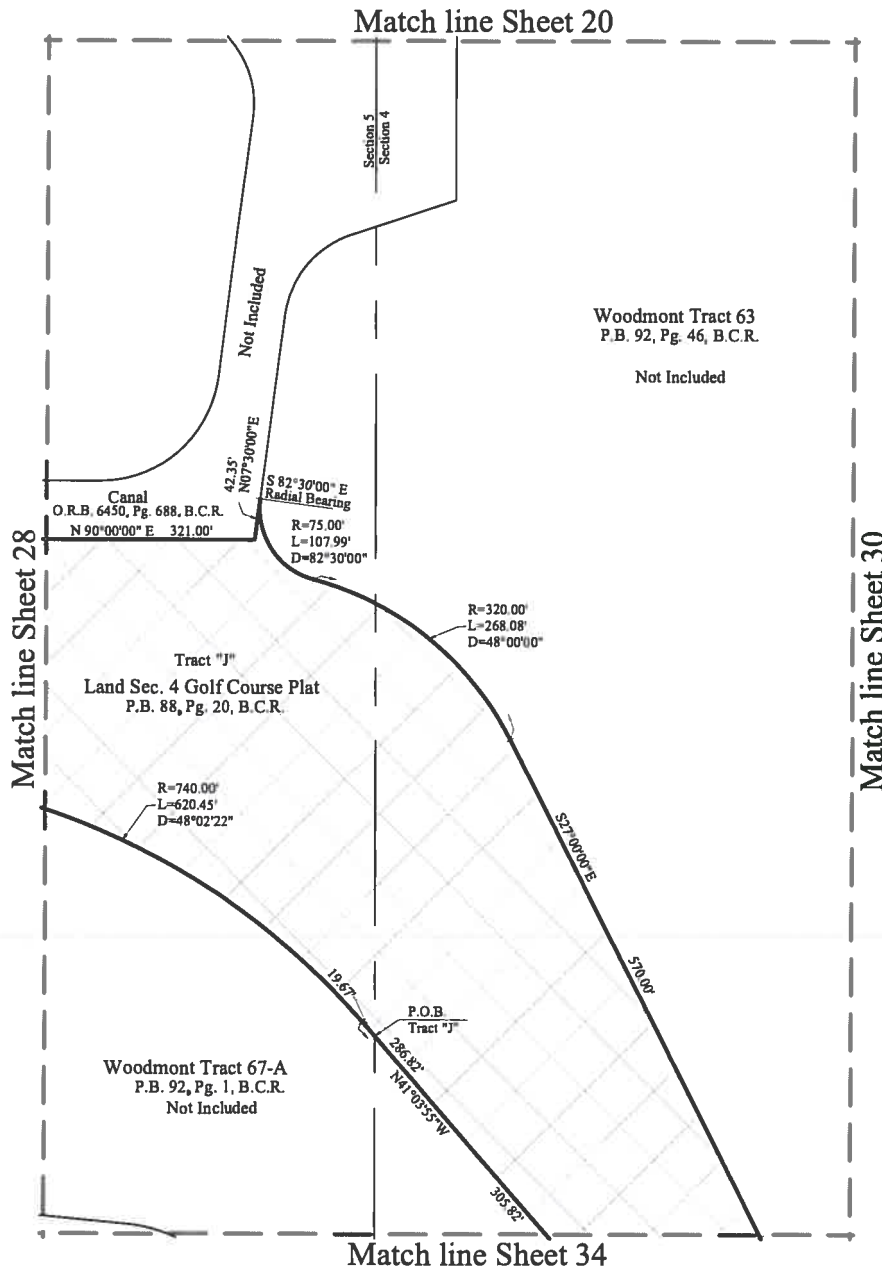
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P.O.B. = Point of Beginning

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P.O.T. = Point of Termination

P.B. = Plat Book

Pg. = Page

B.C.R. = Broward County Records

R = Radius

L = Arc Length

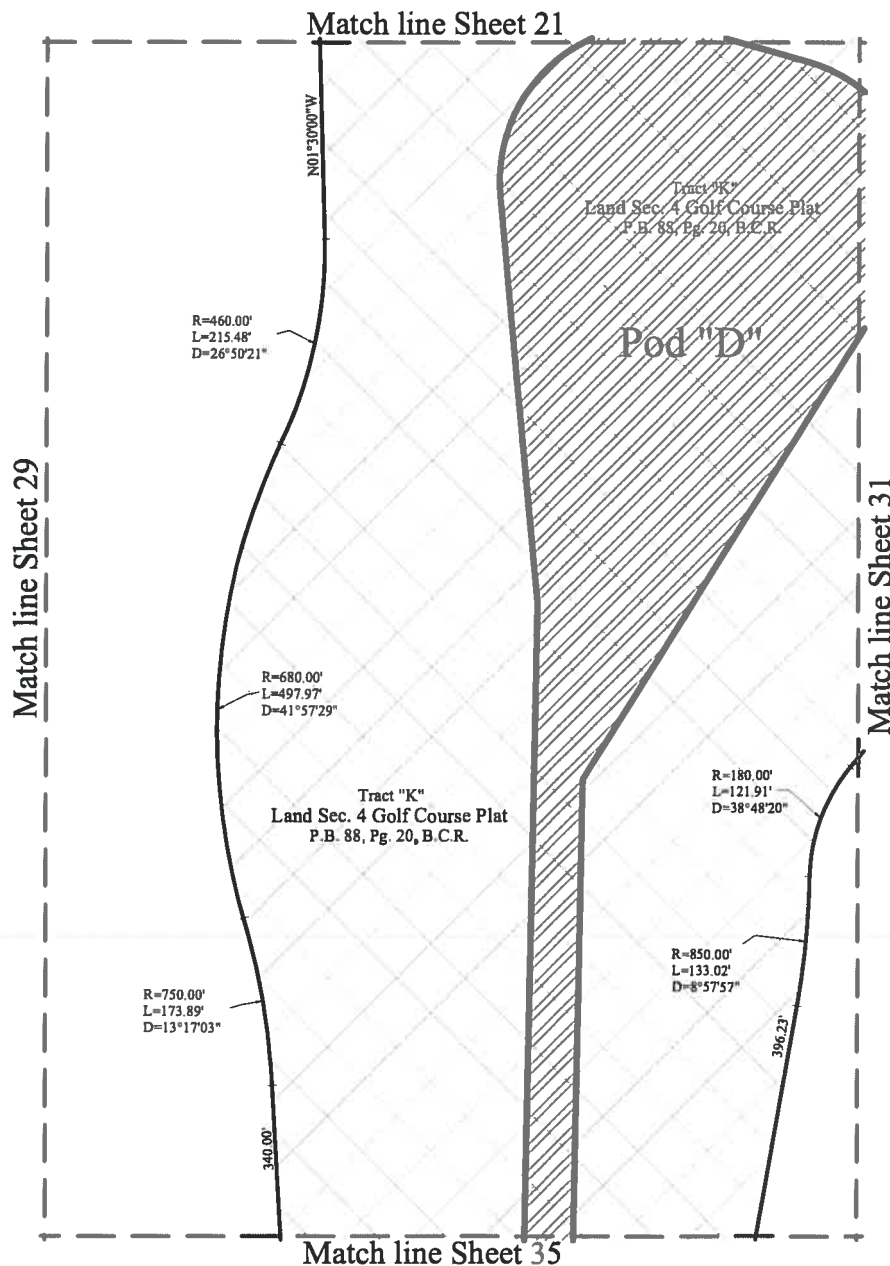
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## Legend

P.O.B. = Point of Beginning  
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P.B. = Plat Book  
Pg. = Page

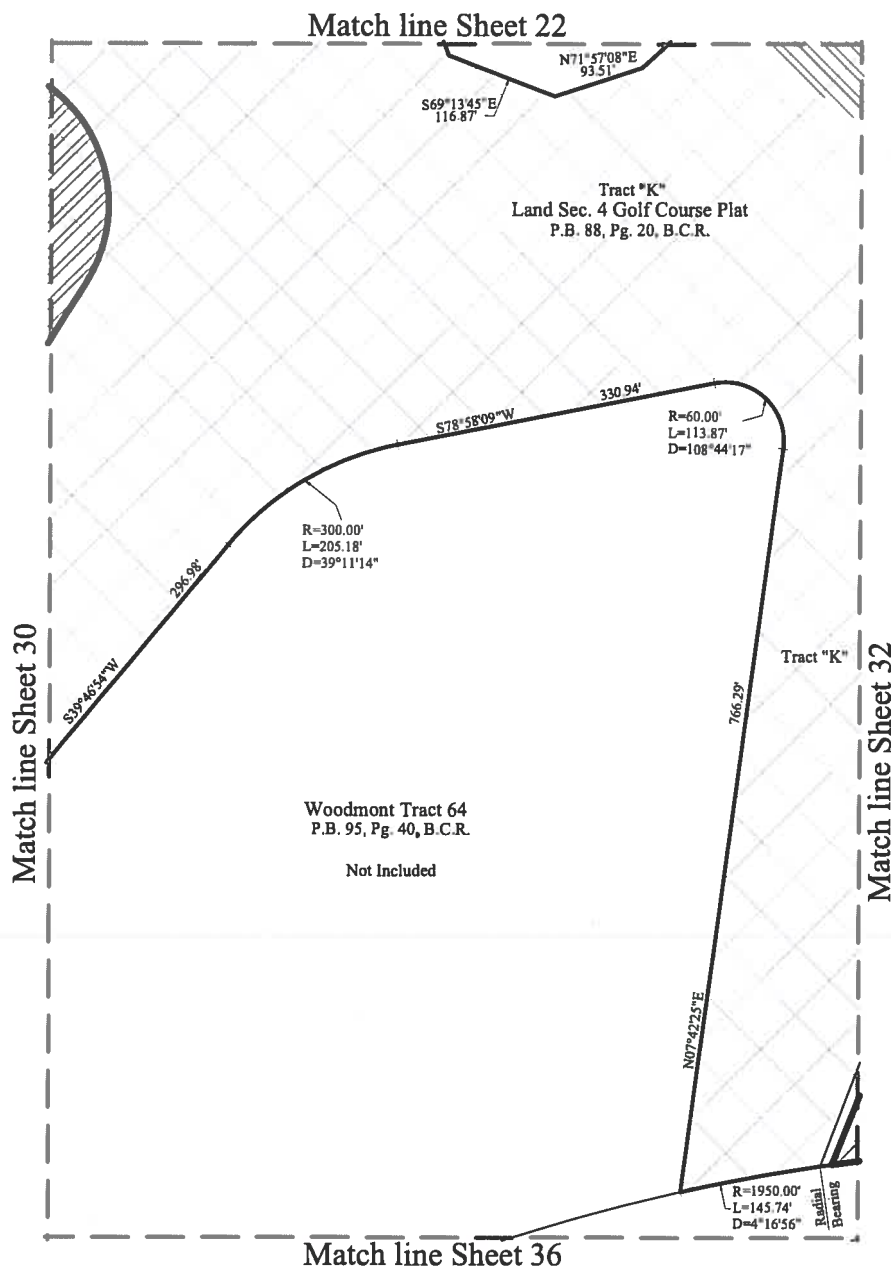
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## Legend

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P.O.T. = Point of Termination  
P.B. = Plat Book  
Pg. = Page

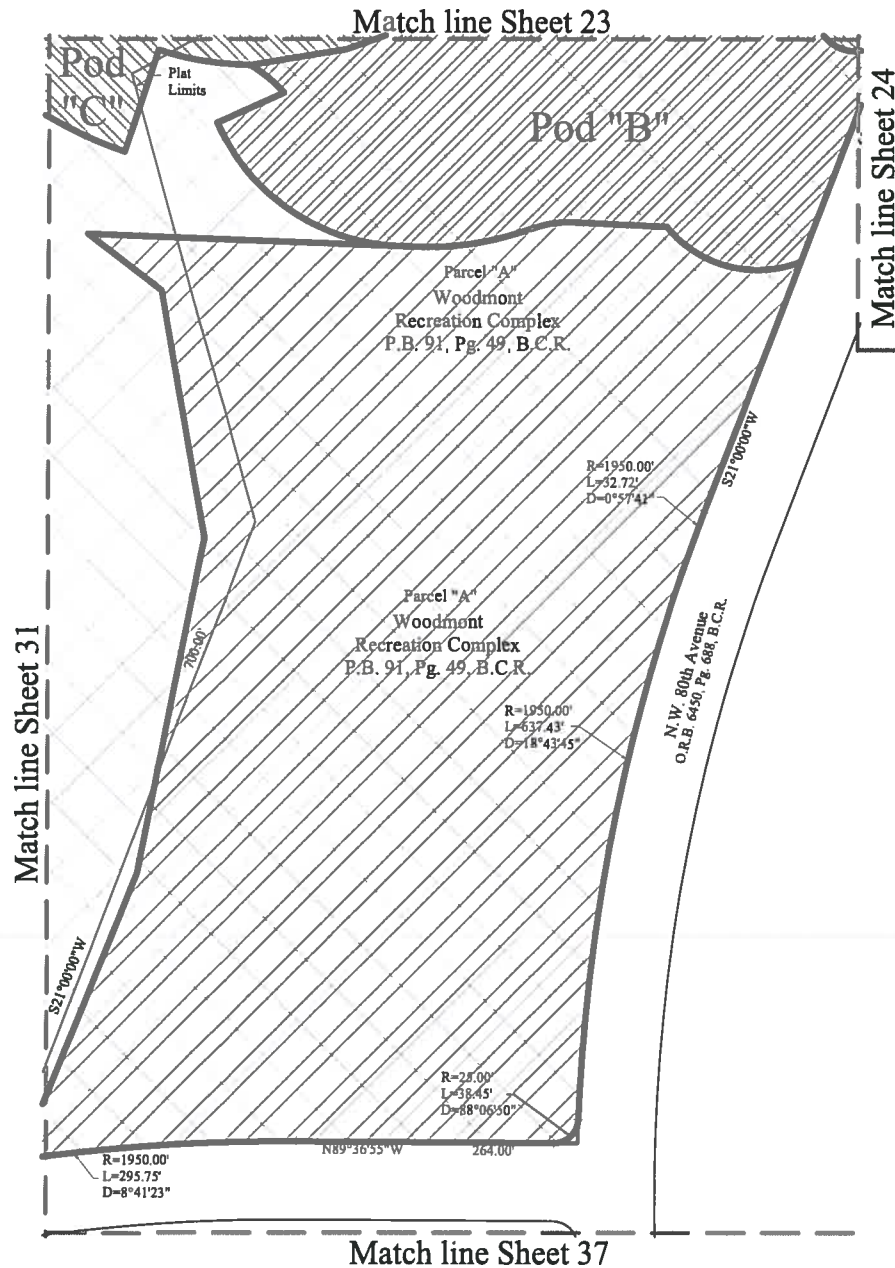
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## Legend

P.O.B. = Point of Beginning  
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P.B. = Plat Book  
Pg. = Page

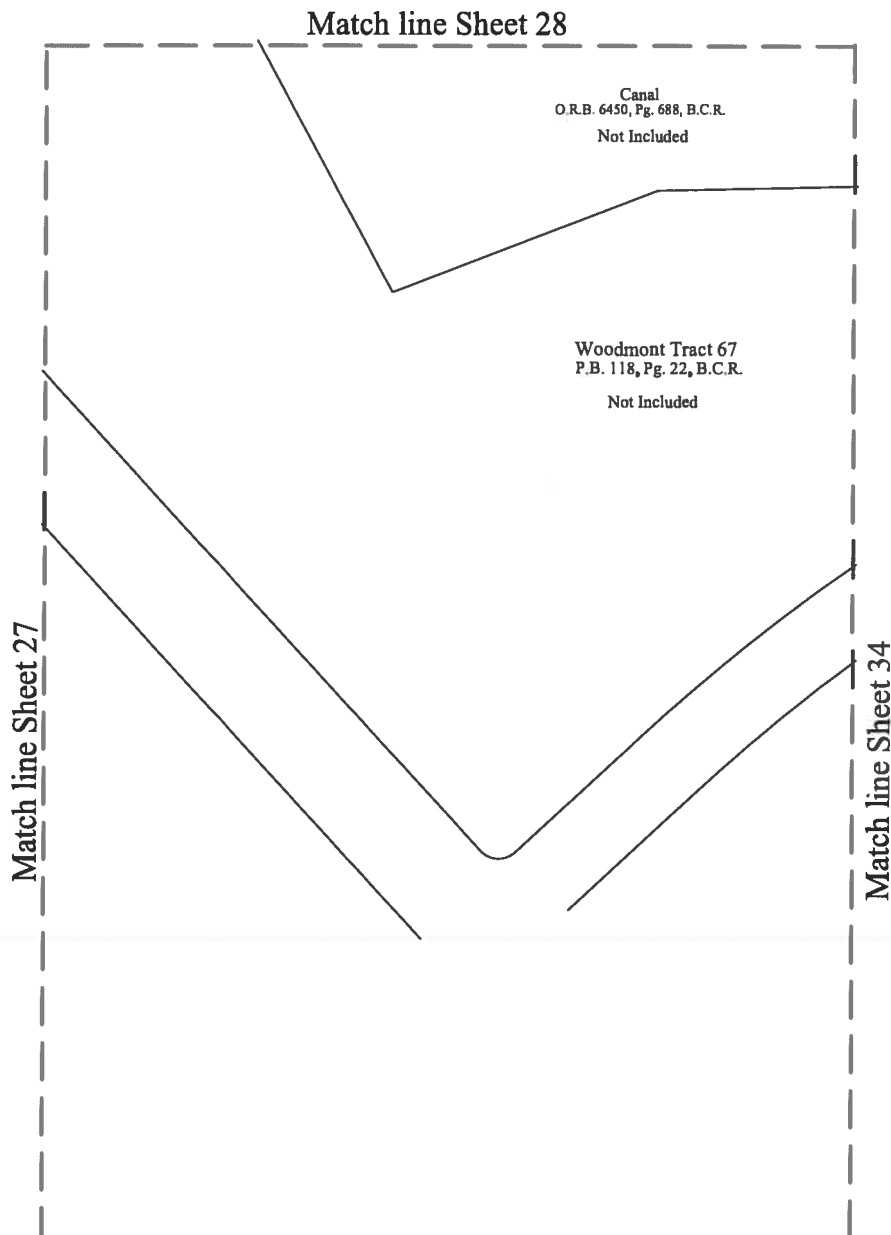
B.C.R. = Broward County Records  
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## **Legend**

P.O.B. = Point of Beginning

P.O.C. = Point of Commencement

P.O.T. = Point of Termination

P.B. = Plat Book

Pg. = Page

B.C.R. = Broward County Records

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D = Delta (Central Angle)

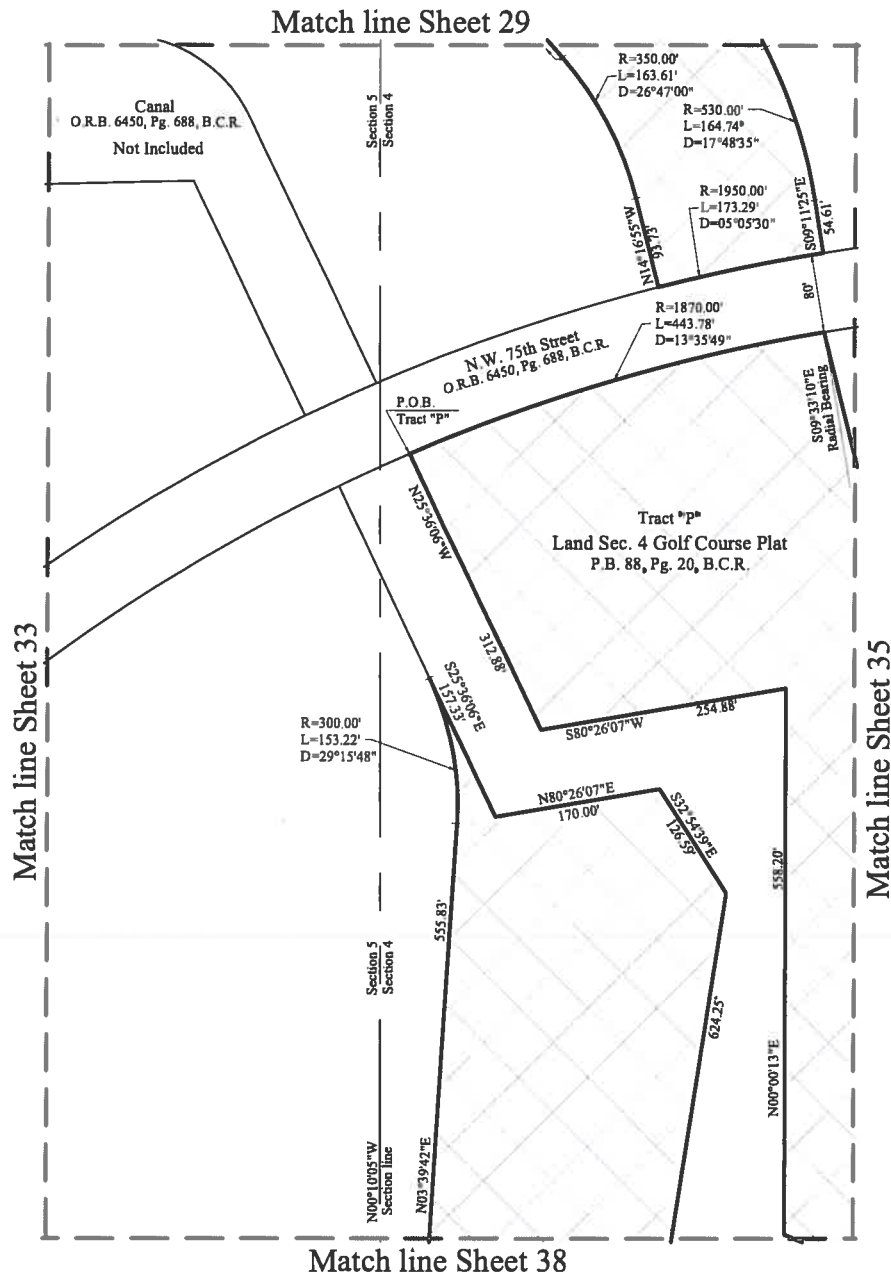




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## Legend

P.O.B. = Point of Beginning  
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P.B. = Plat Book  
Pg. = Page

B.C.R. = Broward County Records  
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L = Arc Length  
D = Delta (Central Angle)

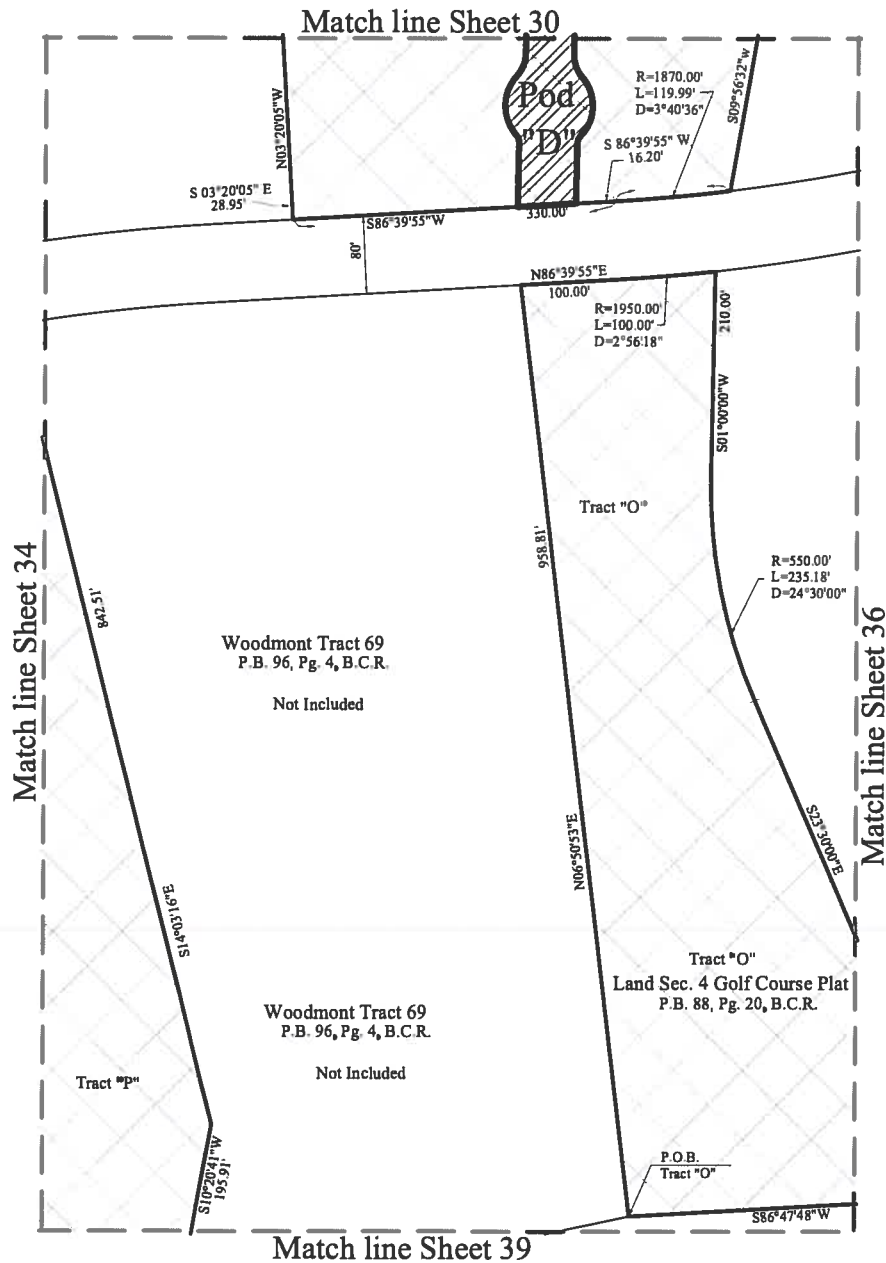




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P.O.B. = Point of Beginning

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P.O.T. = Point of Termination

P.B. = Plat Book

Pg. = Page

B.C.R. = Broward County Records

R = Radius

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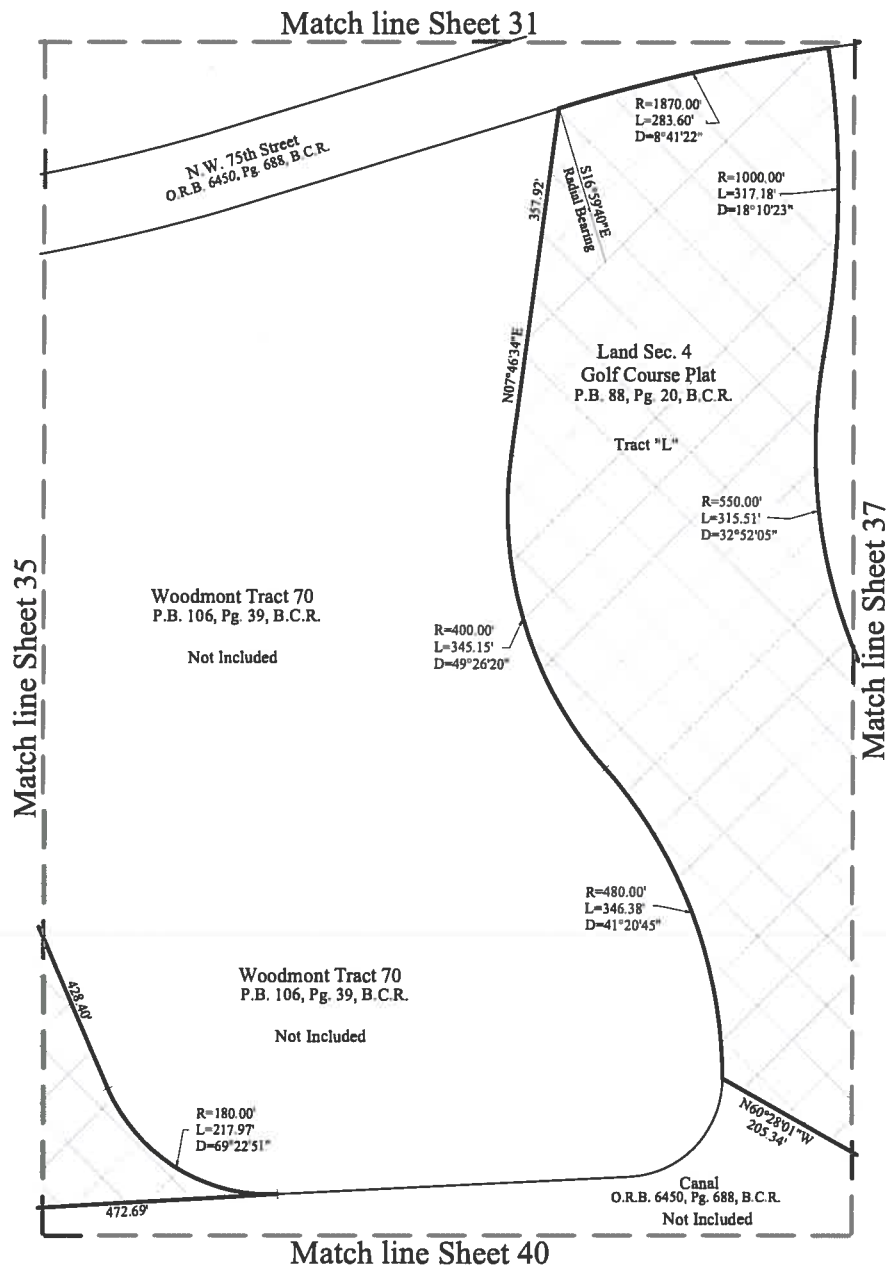
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## Legend

P.O.B. = Point of Beginning

P.O.C. = Point of Commencement

P.O.T. = Point of Termination

P.B. = Plat Book

Pg. = Page

B.C.R. = Broward County Records

R = Radius

L = Arc Length

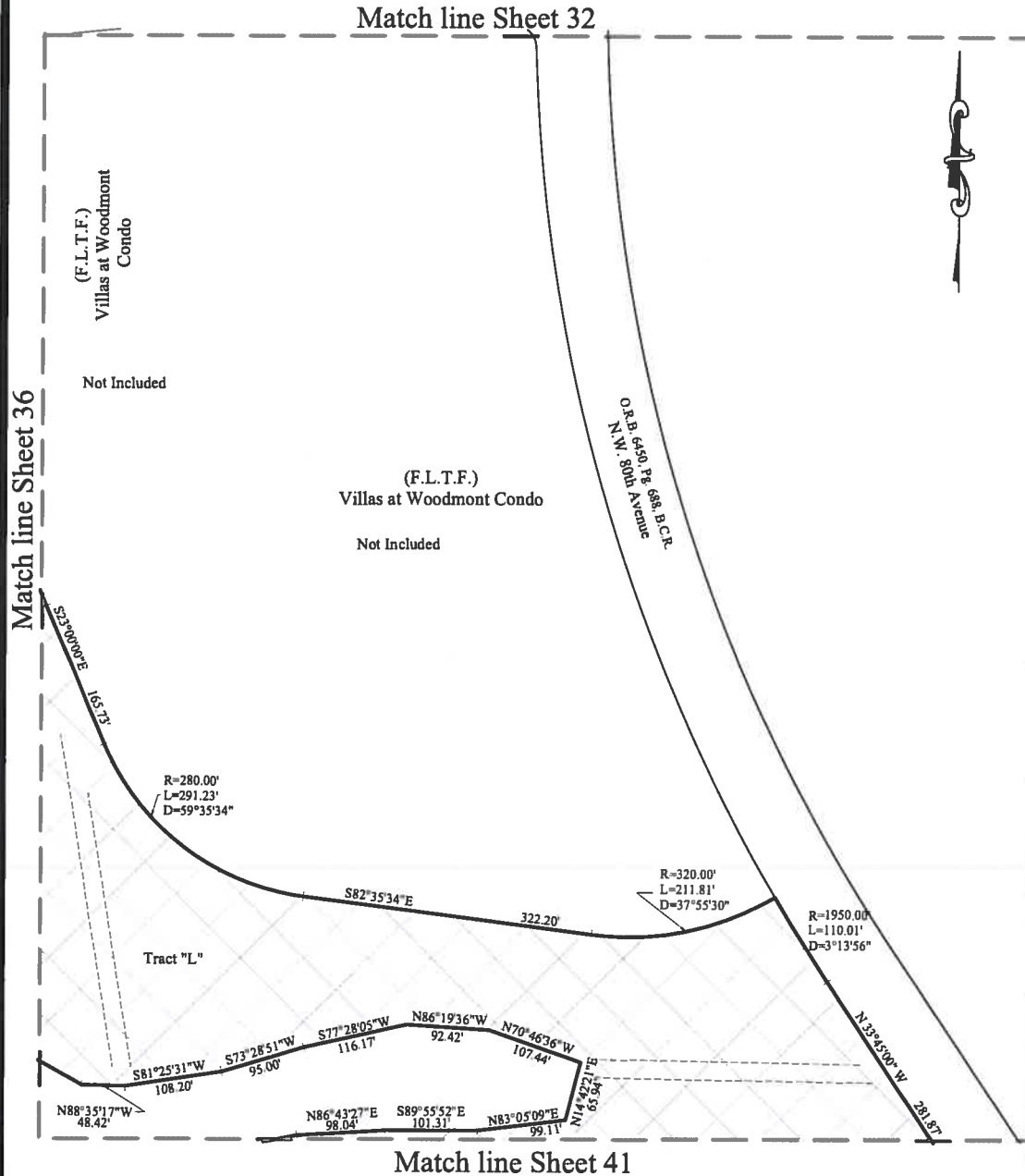
D = Delta (Central Angle)



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## Legend

P.O.B. = Point of Beginning

P.O.C. = Point of Commencement

P.O.T. = Point of Termination

P.B. = Plat Book

Pg. = Page

B.C.R. = Broward County Records

R = Radius

L = Arc Length

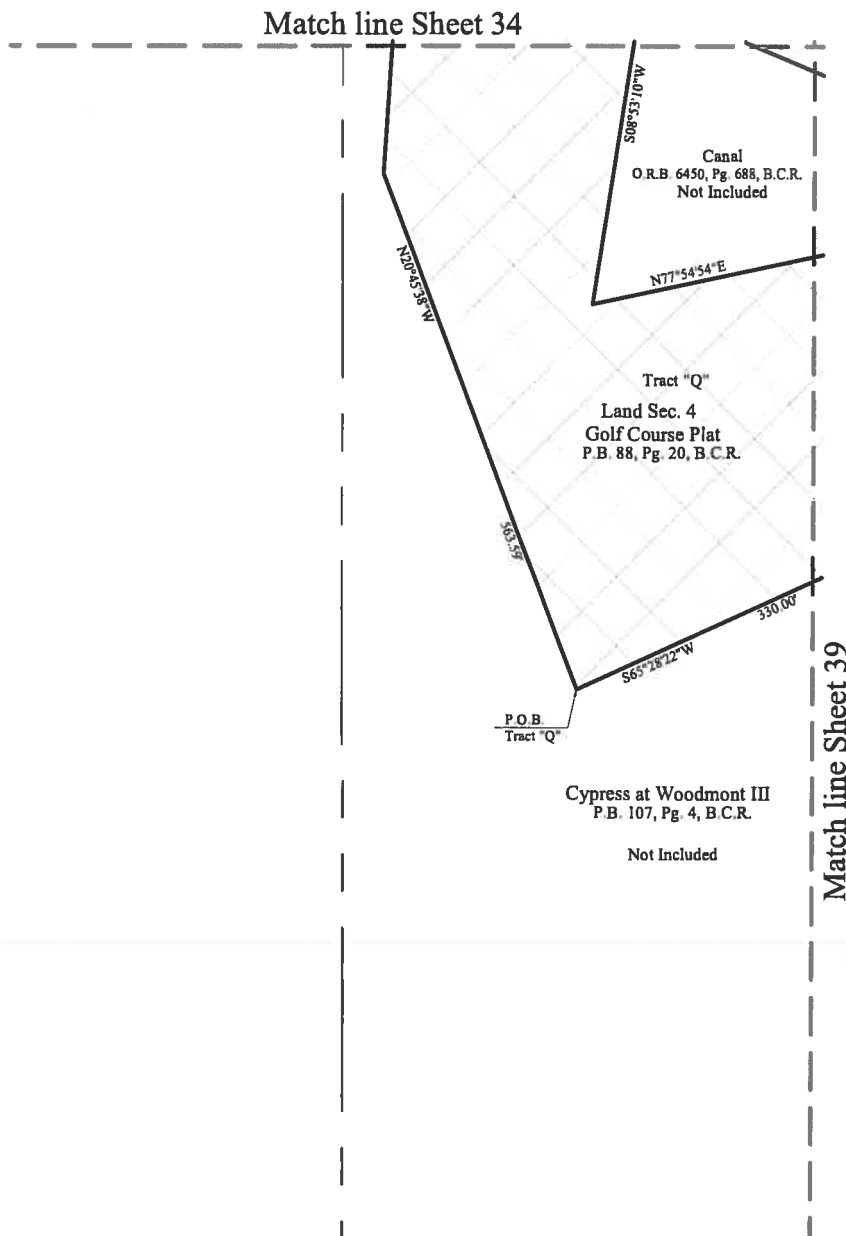
D = Delta (Central Angle)



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MARGATE, FLORIDA 33063  
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## Legend

P.O.B. = Point of Beginning  
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P.O.T. = Point of Termination  
P.B. = Plat Book  
Pg. = Page

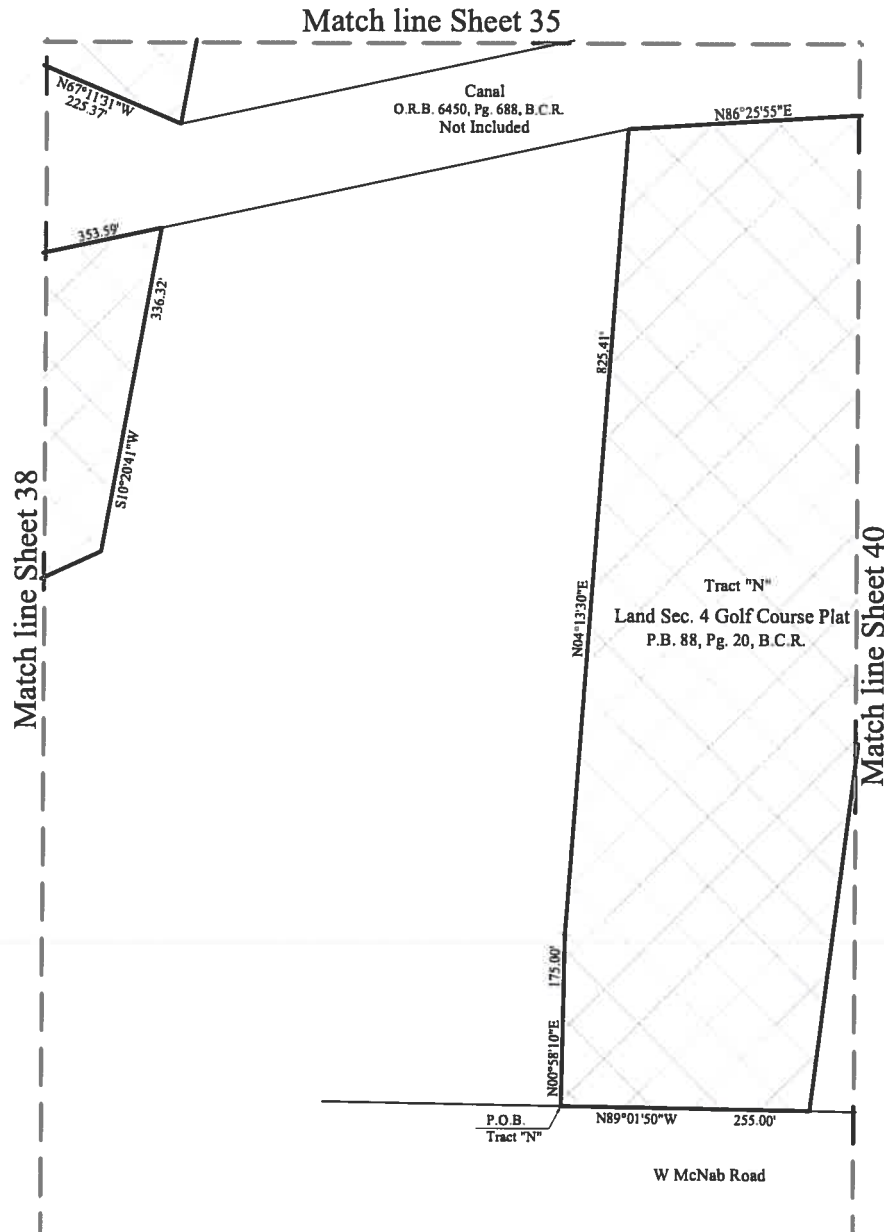
B.C.R. = Broward County Records  
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## Legend

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P.B. = Plat Book

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B.C.R. = Broward County Records

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L = Arc Length

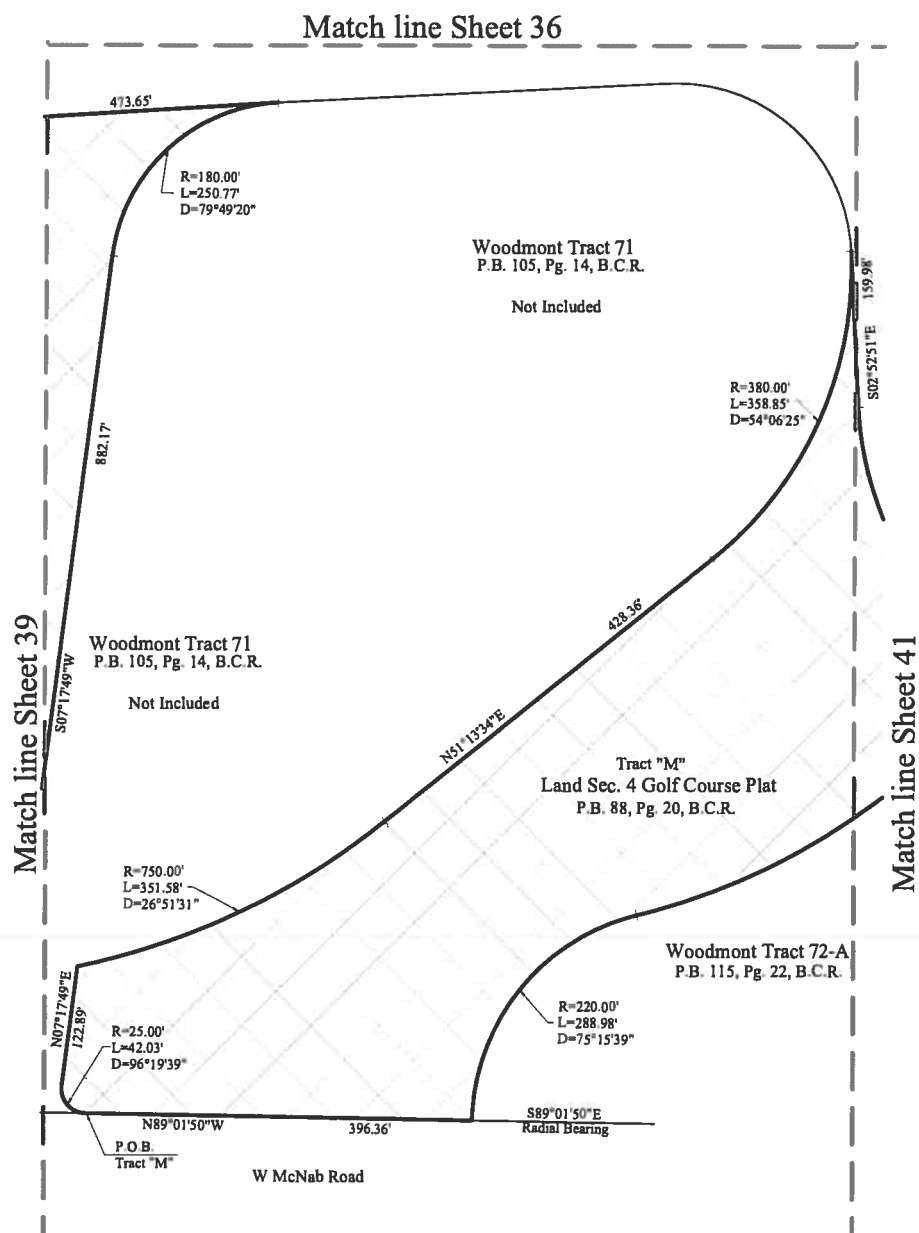
D = Delta (Central Angle)



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## Legend

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P.O.T. = Point of Termination

P.B. = Plat Book

Pg. = Page

B.C.R. = Broward County Records

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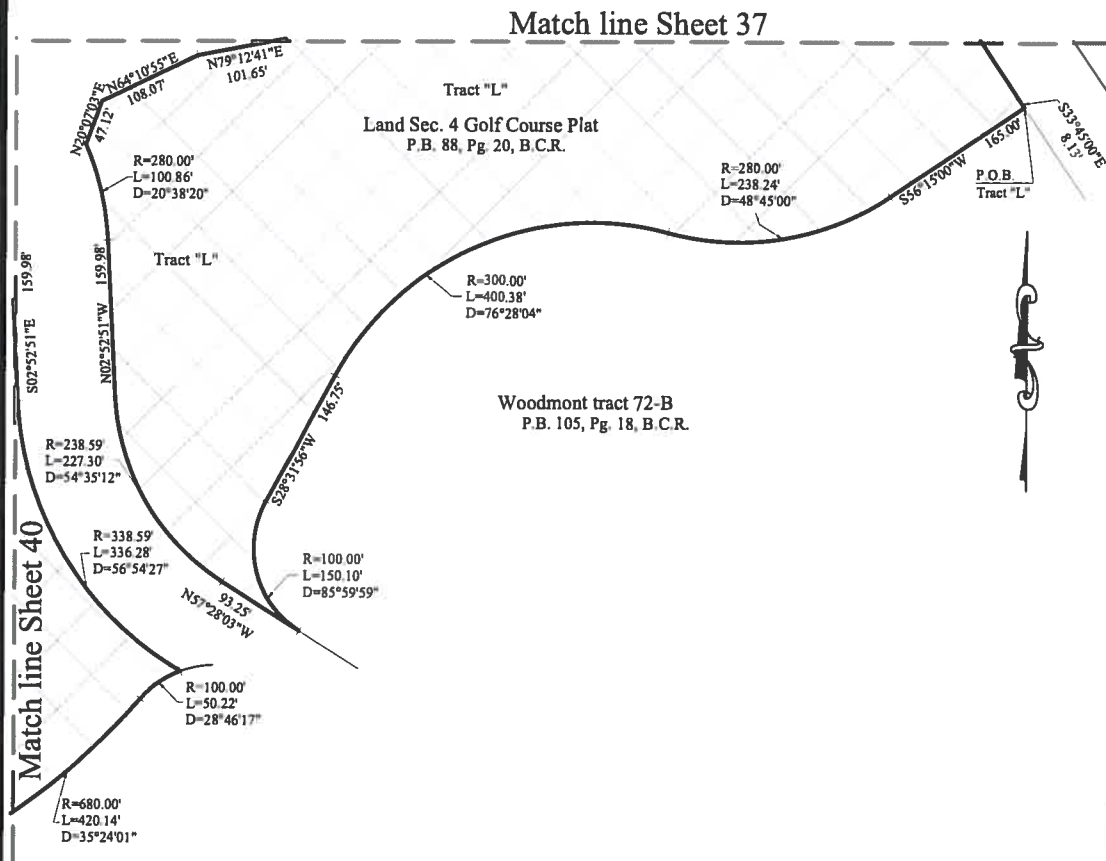
D = Delta (Central Angle)



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**Sheet 41 of 57**



## Legend

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P.O.T. = Point of Termination  
P.B. = Plat Book  
Pg. = Page

B.C.R. = Broward County Records  
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L = Arc Length  
D = Delta (Central Angle)

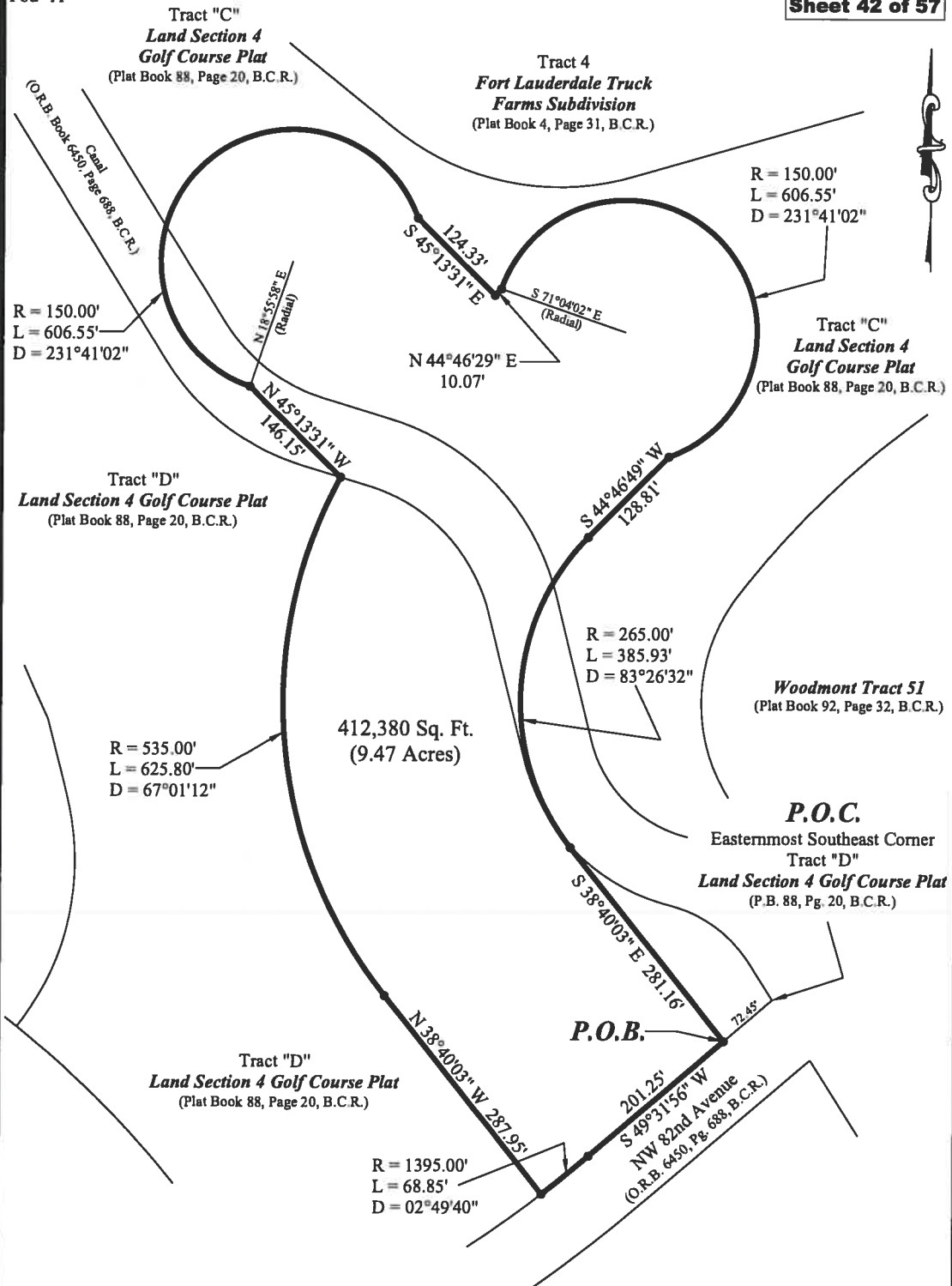


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Pod "A"

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## Legend

P.O.B. = Point of Beginning

P.O.C. = Point of Commencement

P.O.T. = Point of Termination

P.B. = Plat Book

Pg. = Page

P.B.C.R. = Palm Beach County Records

R = Radius

L = Arc Length

D = Delta (Central Angle)

L.W.D.D. = Lake Worth Drainage District



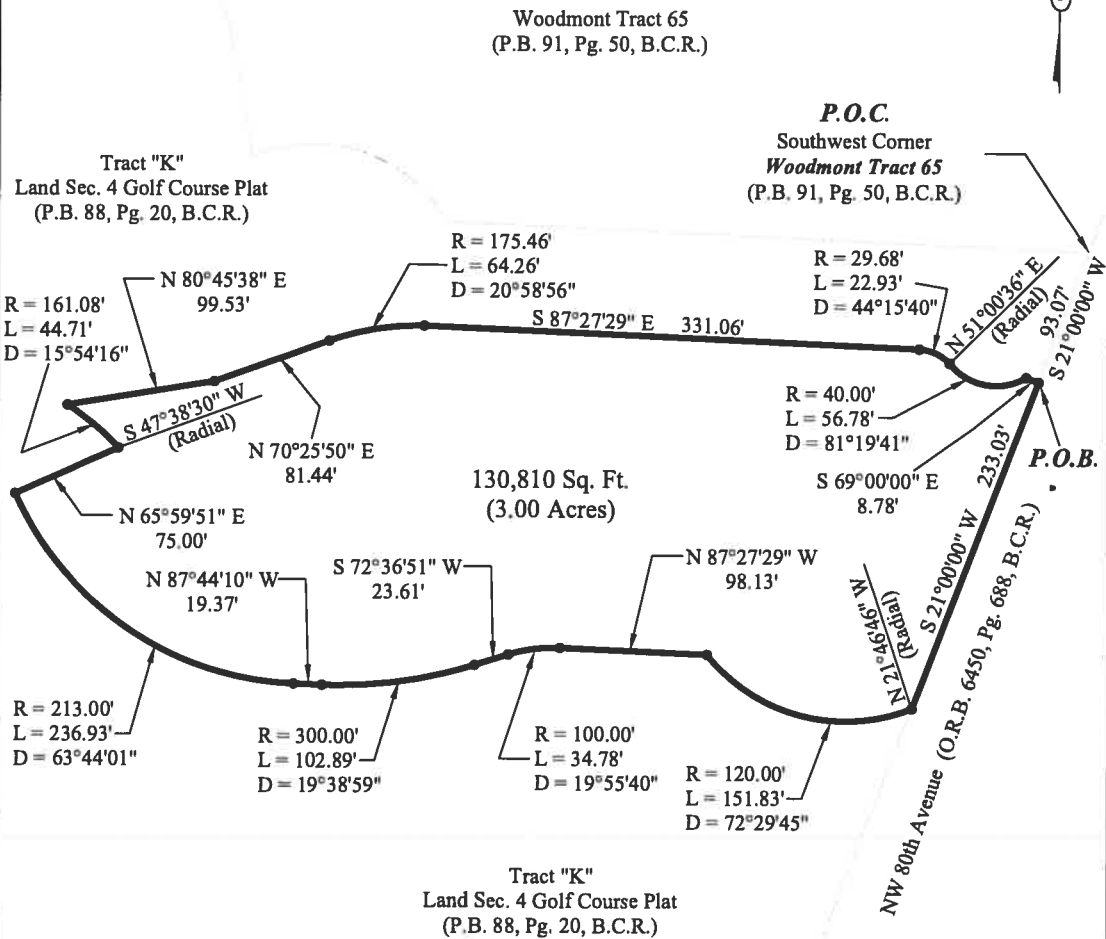


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Pod "B"

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## Legend

P.O.B. = Point of Beginning  
P.O.C. = Point of Commencement  
P.O.T. = Point of Termination  
P.B. = Plat Book  
Pg. = Page

P.B.C.R. = Palm Beach County Records  
R = Radius  
L = Arc Length  
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L.W.D.D. = Lake Worth Drainage District



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Pod "C"

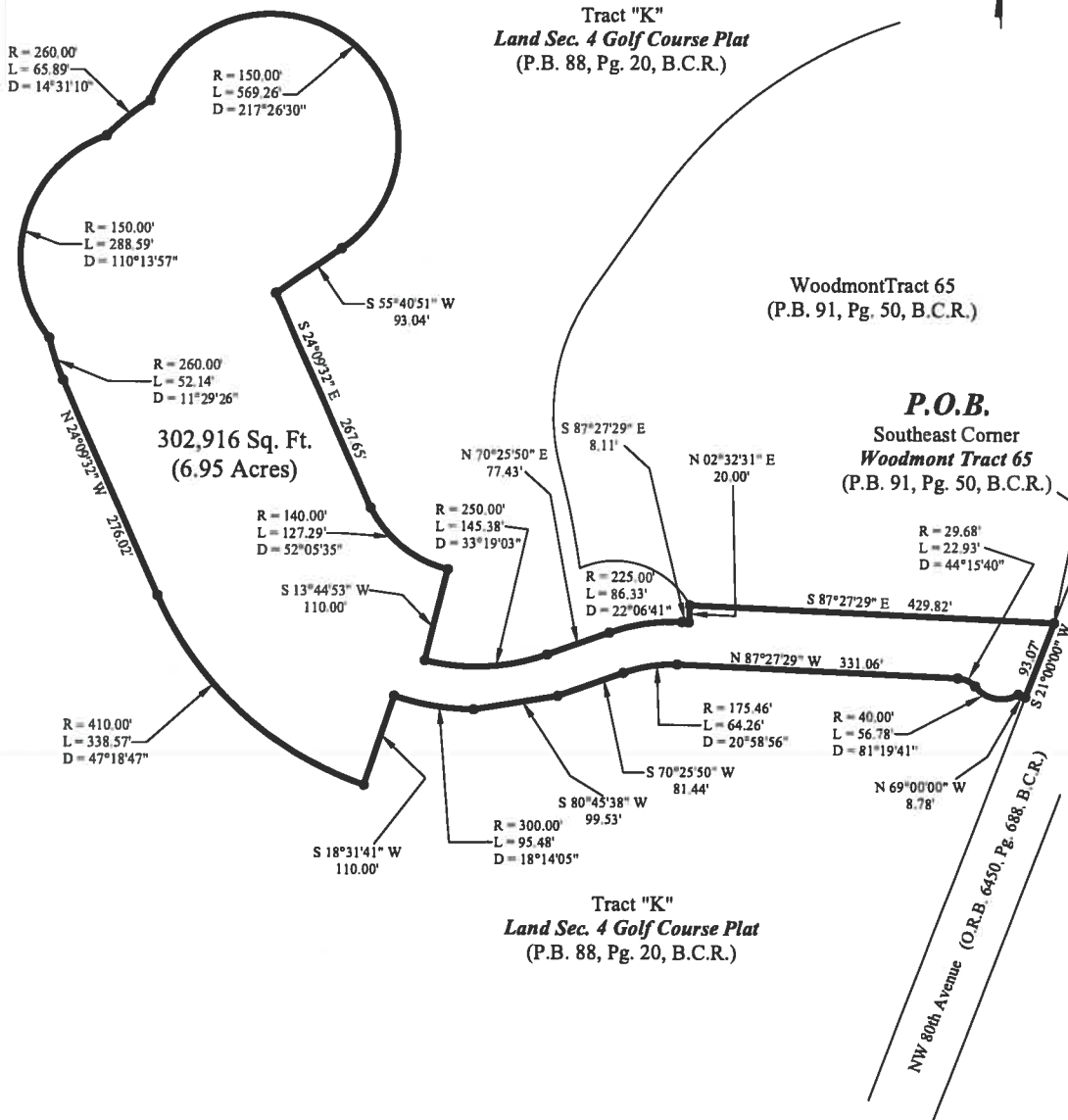
**Sheet 44 of 57**

Tract "K"  
*Land Sec. 4 Golf Course Plat*  
(P.B. 88, Pg. 20, B.C.R.)

Tract "K"  
*Land Sec. 4 Golf Course Plat*  
(P.B. 88, Pg. 20, B.C.R.)

Woodmont Tract 65  
(P.B. 91, Pg. 50, B.C.R.)

**P.O.B.**  
Southeast Corner  
*Woodmont Tract 65*  
(P.B. 91, Pg. 50, B.C.R.)



## Legend

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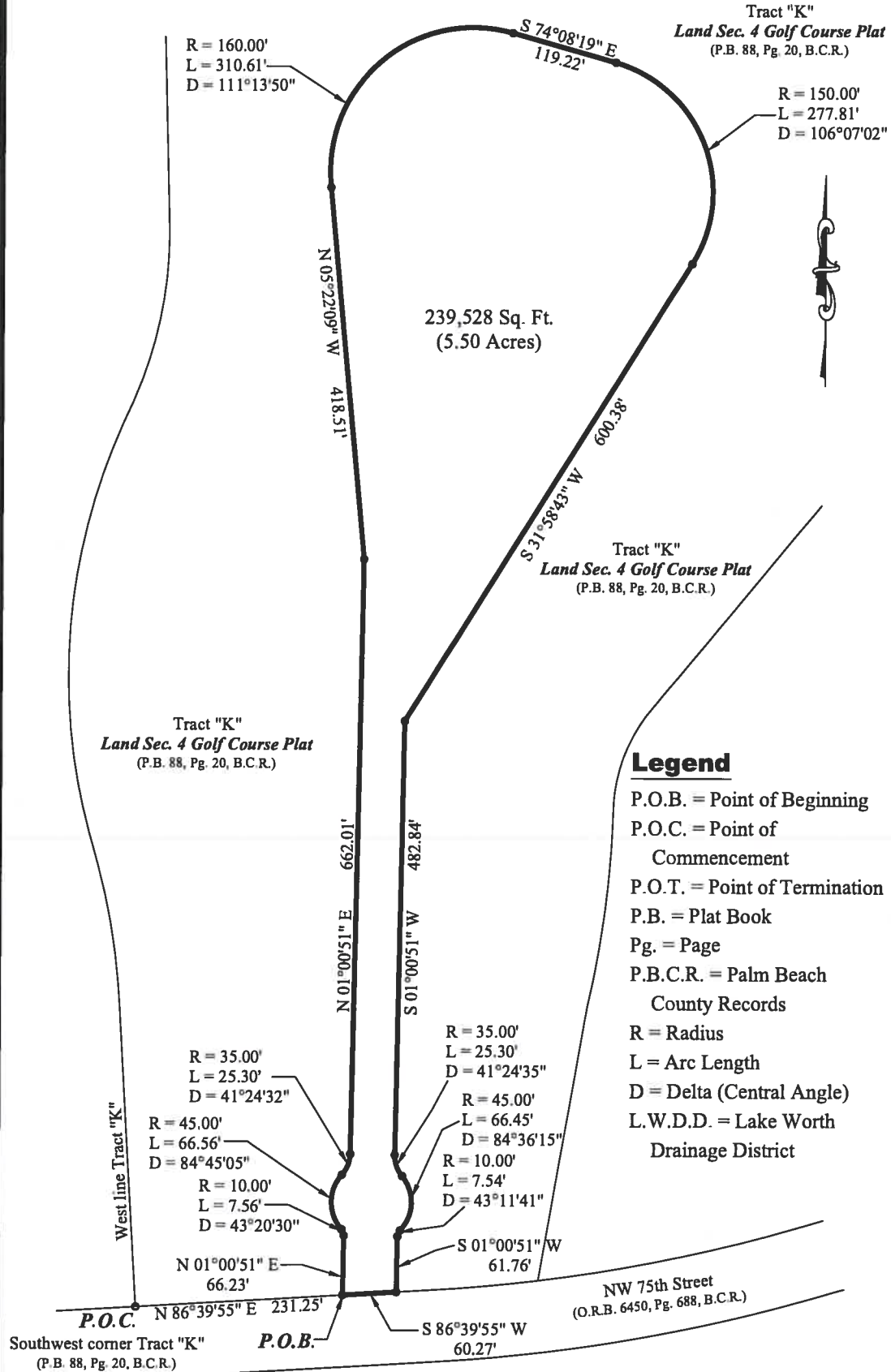
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Pod "D"

Sheet 45 of 57



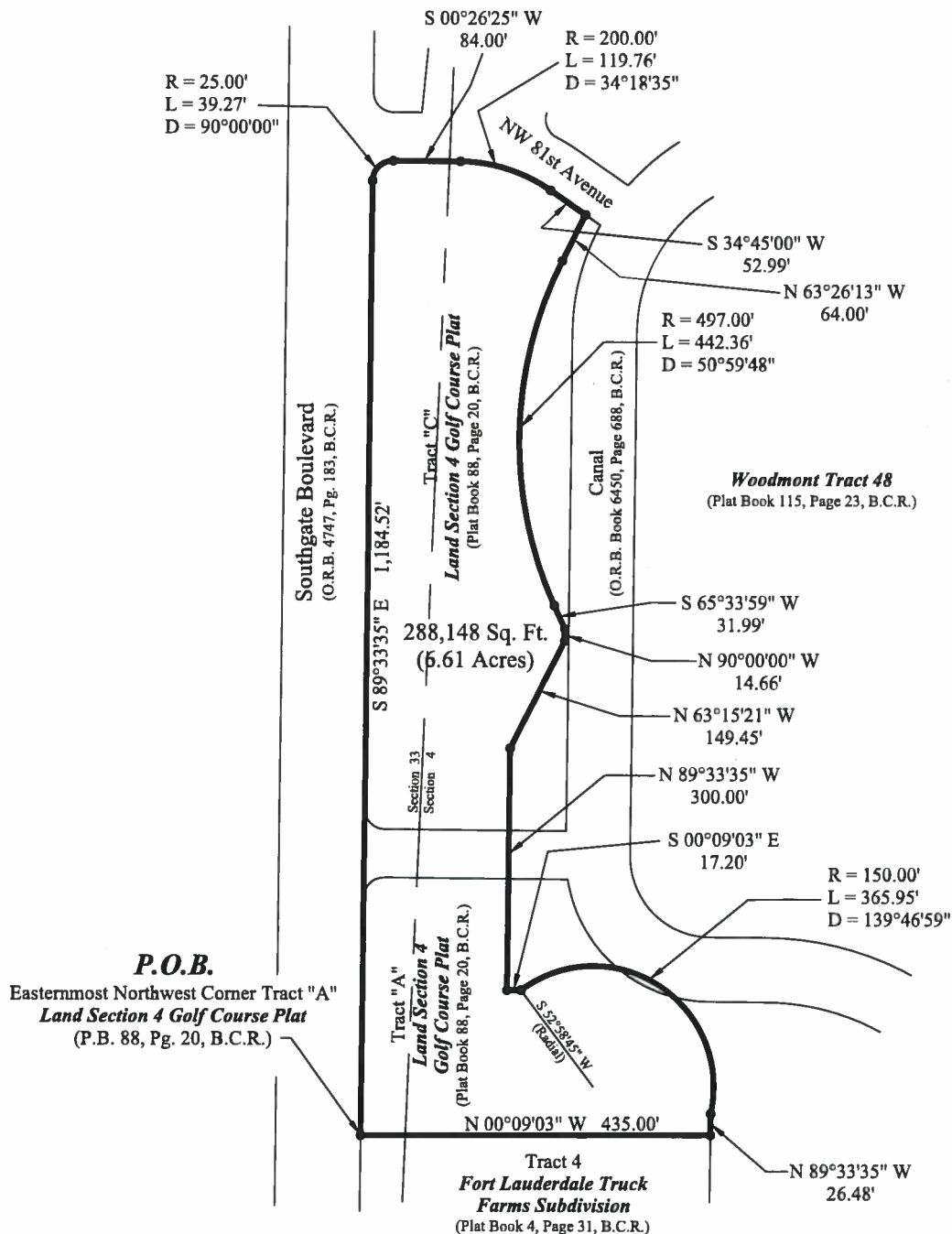


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Pod "E"

**Sheet 46 of 57**



## Legend

P.O.B. = Point of Beginning

P.O.C. = Point of Commencement

P.O.T. = Point of Termination

P.B. = Plat Book

Pg. = Page

P.B.C.R. = Palm Beach County Records

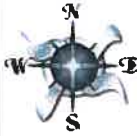
R = Radius

L = Arc Length

D = Delta (Central Angle)

L.W.D.D. = Lake Worth Drainage District



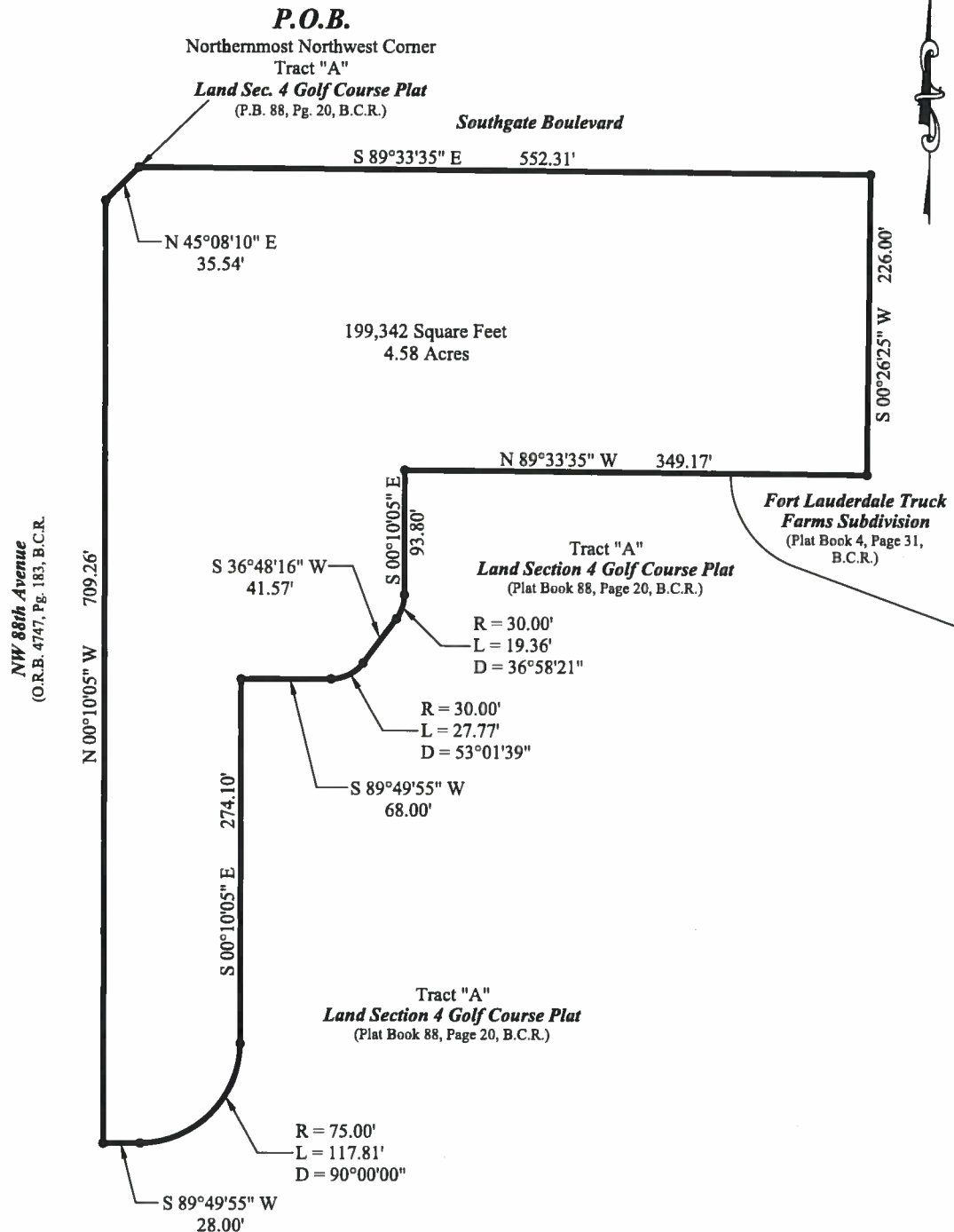


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Commercial

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## Legend

P.O.B. = Point of Beginning  
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P.O.T. = Point of Termination  
P.B. = Plat Book  
Pg. = Page

P.B.C.R. = Palm Beach County Records  
R = Radius  
L = Arc Length  
D = Delta (Central Angle)  
L.W.D.D. = Lake Worth Drainage District

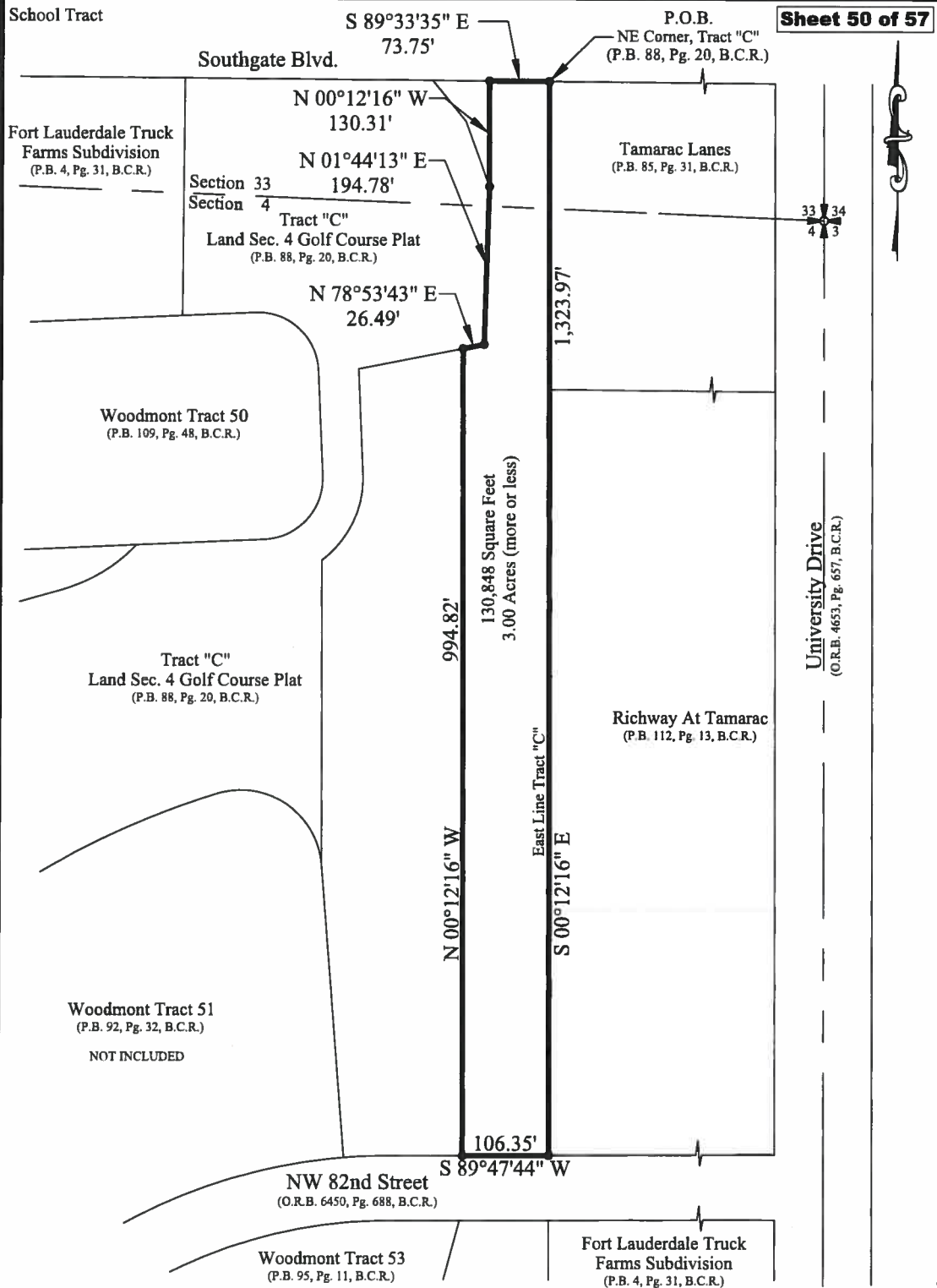






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L.W.D.D. = Lake Worth Drainage District





## LEGAL DESCRIPTION

A portion of Tracts, A, B, and C, LAND SEC. 4 GOLF COURSE PLAT according to the plat thereof, as recorded in Plat Book 88, Page 20, of the Public Records of Broward County, Florida, and a portion of FORT LAUDERDALE TRUCK FARMS SUBDIVISION of Section 4, Township 49 South, Range 41 East, according to the plat thereof, as recorded in Plat Book 4, Page 31, of the Public Records of Broward County, Florida, described as follows:

Commencing at the Northwest corner of Section 4, Township 49 South, Range 41 East; thence North 00°10'05" West, along the West boundary of said Section 4, 6.33 feet to the POINT OF BEGINNING, said point also being on the South right-of-way line of Southgate Boulevard and the North boundary of said Tract A; thence South 89°33'35" East, along said South right-of-way line and North boundary, 506.18 feet; thence South 00°09'03" East, 389.13 feet; thence South 69°45'23" East, 379.53 feet; thence northeasterly along the arc of a tangent curve said curve being concave to the Northwest having a radius of 250.00 feet, a delta of 72°12'51", an arc distance of 315.09 feet; thence South 89°33'35" East, 400.00 feet; thence North 00°09'03" West, 435.00 feet to a point of intersection with said South right-of-way line of Southgate Boulevard and said North boundary of Tract A; thence South 89°33'35" East, along South right-of-way line and along the North boundary of said Tracts A and C, 1184.52 feet; thence Southeasterly along the arc of a tangent curve, said curve being concave to the Southwest having a radius of 25.00 feet, a delta of 90°00'00", an arc distance of 39.27 feet; thence tangent to said curve South 00°26'25" West, 84.00 feet; thence southerly along the arc of a tangent curve, said curve being concave to the West having a radius of 200.00 feet, a delta of 34°18'35", an arc distance of 119.76 feet; thence tangent to said curve South 34°45'00" West, 75.55 feet to a point on the right-of-way line of that certain canal right-of-way recorded in Official Records Book 6450, Page 688, of the Public Records of Broward County, Florida, said point also being a point on the arc of a non-tangent curve (radial line thru said point bears South 28°35'58" West); thence northwesterly along said right-of-way line and along the arc of said curve being concave to the Southwest having a radius of 280.00 feet, a delta of 28°09'31", an arc distance of 137.61 feet; thence tangent to said curve North 89°33'35" West, along said right-of-way line, 650.00 feet; thence southwesterly along said right-of-way line and along the arc of a tangent curve, said curve being concave to the Southeast having a radius of 180.00 feet, a delta of 90°00'00", an arc distance of 282.74 feet; thence tangent to said curve South 00°26'25" West, along said right-of-way line and along the East boundary of said Tract A, 72.90 feet; thence Southwesterly along the arc of a tangent curve, said curve being concave to the Northwest having a radius of 300.00 feet, a delta of 28°03'35", an arc distance of 146.92 feet; thence tangent to said curve South 28°30'00" West, along said right-of-way line and along said East boundary, 287.48 feet to a point on the arc of a non-tangent curve (radial line thru said point bears North 07°46'43" East); thence westerly along the arc of said curve being concave to the North having a radius of 330.00 feet, a delta of 3°18'02", an arc distance of 19.01 feet; thence tangent to said curve North 78°55'15" West, 39.26 feet; thence North 10°30'00" West, 160.87 feet; thence South 79°30'00" West, 478.61 feet; thence westerly along the arc of a tangent curve, said curve being concave to the North having a radius of 350.00 feet, a delta of 46°19'55", an arc distance of 283.03 feet; thence tangent to said curve North 54°10'05" West, 621.27 feet; thence Southwesterly along the arc of a tangent curve said curve being concave to the Southeast having a radius of 60.00 feet, a delta of 108°00'00", an arc distance of 113.10 feet; thence tangent to said curve South 17°49'55" West, 372.42 feet to a point of intersection with the West boundary of said Section 4; thence South 00°10'05" East, along said West boundary, 185.00 feet; thence South 84°10'05" East, 140.74 feet; thence easterly along the arc of a tangent curve, said curve being concave to the South having a radius of 300.00 feet, a delta of 26°00'00", an arc distance of 136.14 feet; thence tangent to said curve South 58°10'05" East, 775.64 feet to a point on the arc of a non-tangent curve (radial line thru said point bears South 68°39'54" East); thence southwesterly along the arc of said curve being concave to the Southeast having a radius of 240.00 feet, a delta of 7°32'24", an arc distance of 31.58 feet; thence tangent to said curve South 13°47'42" West, 10.01 feet; thence southwesterly along the arc of a tangent curve, said curve being concave to the Northwest having a radius of 25.00 feet, a delta of 95°26'33", an arc distance of 41.65 feet to a point of intersection with the northerly right-of-way line of N.W. 81st Street, as recorded in Official Records Book 6450, Page 688, of the Public Records of Broward County, Florida, said point also being a point of compound curvature; thence westerly along said northerly right-of-way line and along the arc of a tangent curve being concave to the North having a radius of 1395.00 feet, a delta of 0°43'43", an arc distance of 17.74 feet; thence tangent to said curve North 70°02'03" West, along said northerly right-of-way line and along the southerly boundary of said Tracts B and A, 461.99 feet; thence westerly along said northerly right-of-way line and along the arc of a tangent curve, said curve being concave to the South having a radius of 1270.00 feet, a delta of 19°30'09", an arc distance of 432.29 feet; thence tangent to said curve North 89°32'12" West, along said right-of-way line, 206.15 feet; thence northwesterly along the arc of a tangent curve, said curve being concave to the Northeast having a radius of 25.00 feet, a delta of 102°10'28", an arc distance of 44.58 feet to a point of reverse curvature, said point also being on the East right-of-way line of N.W. 88th Avenue, as recorded on Official Records Book 4747, Page 183, of the Public Records of Broward County, Florida; thence northerly along said right-of-way line (said line also being the West boundary of said Tract A), and along the arc of a tangent curve, said curve being concave to the West having a radius of 1053.00 feet, a delta of 12°48'21", an arc distance of 235.35 feet; thence tangent to said curve North 00°10'05" West, along said West boundary of Tract A, 969.69 feet; thence northeasterly along the arc of a tangent curve, said curve being concave to the Southeast having a radius of 25.00 feet, a delta of 90°36'30", an arc distance of 39.54 feet to a point on said South right-of-way line of Southgate Boulevard; thence South 89°33'35" East, along said South right-of-way line, 171.74 feet to the POINT OF BEGINNING.

### TOGETHER WITH

A portion of Tract C of said LAND SEC. 4 GOLF COURSE PLAT and a portion of FORT LAUDERDALE TRUCK FARMS SUBDIVISION of Section 4, Township 49 South, Range 41 East, described as follows:

BEGINNING at the most northeasterly corner of said Tract C; thence South 00°12'16" East, along the East boundary of said Tract C, 1323.97 feet to a point on the northerly right-of-way line of N.W. 82nd Street, as recorded in Official Records Book 6450, Page 688, of the Public Records of Broward County, Florida; thence South 89°47'44" West, along said northerly right-of-way line and along the South boundary of said Tract C, 200.00 feet; thence westerly along said northerly right-of-way line and along the arc of a tangent curve, said curve being concave to the South having a radius of 680.00 feet, a delta of 4°26'58", an arc distance of 52.81 feet to the Southeast corner of WOODMONT TRACT 51, according to the Plat thereof, as recorded in Plat Book 92, Page 32, of the Public Records of Broward County, Florida; thence North 04°39'14" West, along the easterly boundary of said WOODMONT TRACT 51, 361.86 feet; thence northwesterly along the boundary of said WOODMONT TRACT 51 and along the arc of a tangent curve, said curve being concave to the Southwest having a radius of 100.00 feet, a delta of 102°20'46", an arc distance of 178.63 feet to a point of compound curvature; thence southwesterly along the boundary of said WOODMONT TRACT 51 and along the arc of a tangent curve, said curve being concave to the Southeast having a radius of 1000.00 feet, a delta of 35°30'00", an arc distance of 619.59 feet to a point of compound curvature; thence southerly along the boundary of said WOODMONT TRACT 51 and along the arc of a tangent curve, said curve being concave to the East having a radius of 200.00 feet, a delta of 70°00'00", an arc distance of 244.35 feet; thence tangent to said curve South 32°30'00" East, along said boundary of WOODMONT TRACT 51, 171.20 feet to a point of cusp;



## LEGAL DESCRIPTION

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thence northwesterly along the boundary of that certain canal right-of-way as recorded in Official Records Book 6450, Page 688, of the Public Records of Broward County, Florida, and along the arc of a tangent curve, said curve being concave to the Southwest and having a radius of 230.00 feet; a delta of  $43^{\circ}32'56''$ , an arc distance of 174.82 feet to a point of reverse curvature; thence northwesterly along said right-of-way line and along the arc of a tangent curve said curve being concave to the Northeast having a radius of 150.00 feet, a delta of  $62^{\circ}02'56''$ , an arc distance of 162.44 feet thence tangent to said curve North  $14^{\circ}00'00''$  West, along said right-of-way line, 169.36 feet; thence northwesterly along said right-of-way line and along the arc of a tangent curve said curve being concave to the Southwest having a radius of 280.00 feet, a delta of  $59^{\circ}00'00''$ , an arc distance of 288.33 feet; thence tangent to said curve North  $73^{\circ}00'00''$  West, along said right-of-way line, an arc distance of 80.00 feet; thence northwesterly along said right-of-way line and along the arc of a tangent curve, said curve being concave to the Northeast having a radius of 200.00 feet, a delta of  $41^{\circ}00'00''$ , an arc distance of 143.12 feet; thence tangent to said curve North  $32^{\circ}00'00''$  West, along said right-of-way line, 650.00 feet; thence northwesterly along said right-of-way line and along the arc of a tangent curve, said curve being concave to the Southwest having a radius of 280.00 feet, a delta of  $17^{\circ}06'01''$ , an arc distance of 83.57 feet; thence North  $34^{\circ}45'00''$  East, 75.55 feet; thence northerly along the arc of a tangent curve, said curve being concave to the West having a radius of 260.00 feet, a delta of  $7^{\circ}03'03''$ , an arc distance of 32.00 feet to a point of reverse curvature; thence northeasterly along the arc of a tangent curve, said curve being concave to the Southeast having a radius of 25.00 feet, a delta of  $79^{\circ}53'45''$ , an arc distance of 34.86 feet; thence tangent to said curve South  $72^{\circ}24'17''$  East, 31.18 feet; thence southeasterly along the arc of a tangent curve being concave to the Northeast having a radius of 730.00 feet, a delta of  $3^{\circ}37'17''$ , an arc distance of 46.14 feet; thence South  $00^{\circ}26'25''$  West, 31.39 feet; thence southerly along the arc of a tangent curve, said curve being concave to the East having a radius of 200.00 feet; a delta of  $27^{\circ}11'35''$ , an arc distance of 94.92 feet; thence North  $89^{\circ}31'26''$  East, 162.02 feet; thence easterly along the arc of a tangent curve being concave to the South having a radius of 400.00 feet, a delta of  $42^{\circ}43'43''$ , an arc distance of 298.30 feet to a point of reverse curvature; thence southeasterly along the arc of a tangent curve, said curve being concave to the Northeast having a radius of 540.00 feet, a delta of  $44^{\circ}48'43''$ , an arc distance of 422.34 feet; thence tangent to said curve North  $87^{\circ}26'25''$  East, 535.00 feet; thence northeasterly along the arc of a tangent curve, said curve being concave to the Northwest having a radius of 75.00 feet, a delta of  $90^{\circ}00'00''$ , an arc distance of 117.81 feet; thence tangent to said curve North  $02^{\circ}33'35''$  West, 130.00 feet; thence Northwesterly along the arc of a tangent curve, said curve being concave to the Southwest having a radius of 75.00 feet, a delta of  $90^{\circ}00'00''$ , an arc distance of 117.81 feet; thence tangent to said curve South  $87^{\circ}26'25''$  West, 535.00 feet; thence Northwesterly along the arc of a tangent curve, said curve being concave to the Northeast having a radius of 260.00 feet, a delta of  $43^{\circ}00'00''$ , an arc distance of 195.13 feet to a point of reverse curvature; thence northwesterly along the arc of a tangent curve, said curve being concave to the Southwest having a radius of 700.00 feet, a delta of  $41^{\circ}19'36''$ , an arc distance of 504.90 feet to a point of reverse curvature; thence westerly along the arc of a tangent curve, said curve being concave to the North having a radius of 565.00 feet, a delta of  $18^{\circ}28'53''$ , an arc distance of 182.25 feet; thence North  $84^{\circ}22'31''$  West, 79.51 feet; thence North  $00^{\circ}26'25''$  East, 35.00 feet; thence northeasterly along the arc of a tangent curve, said curve being concave to the Southeast having a radius of 25.00 feet, a delta of  $90^{\circ}00'00''$ , an arc distance of 39.27 feet to a point on the South right-of-way line of Southgate Boulevard; thence tangent to said curve South  $89^{\circ}33'35''$  East, along the said South right-of-way, 1775.00 feet to the POINT OF BEGINNING.

### ALSO TOGETHER WITH

A portion of Tract D of said LAND SEC. 4 GOLF COURSE PLAT and a portion of said FORT LAUDERDALE TRUCK FARMS SUBDIVISION of Section 4, Township 49 South, Range 41 East, described as follows:

Beginning at the most southwesterly corner of said Tract D; thence North  $14^{\circ}00'13''$  East, along the West boundary of said Tract D and along the right-of-way line of that certain canal right-of-way as recorded in Official Records Book 6450, Page 688, of the Public Records of Broward County, Florida, 40.24 feet; thence northeasterly along said right-of-way line and along the arc of a tangent curve, said curve being concave to the Southeast having a radius of 100.00 feet, a delta of  $92^{\circ}47'07''$ , an arc distance of 161.94 feet to a point of reverse curvature; thence northeasterly along said right-of-way line and along the arc of a tangent curve, said curve being concave to the Northwest having a radius of 180.00 feet, a delta of  $78^{\circ}17'21''$ , an arc distance of 245.95 feet; thence tangent to said curve North  $28^{\circ}30'00''$  East, 425.78 feet to a point on the arc of a non-tangent curve (radial line thru said point bears North  $01^{\circ}47'58''$  West); thence northeasterly along the arc of said curve being concave to the Northwest having a radius of 390.00 feet; a delta of  $18^{\circ}12'02''$ , an arc distance of 123.80 feet; thence tangent to said curve North  $70^{\circ}00'00''$  East, 430.00 feet; thence North  $87^{\circ}00'00''$  East, 790.00 feet to a point on the aforesaid canal right of way; thence South  $32^{\circ}00'00''$  East, along said right-of-way line, 276.10 feet; thence southeasterly along said right-of-way line and along the arc of a tangent curve, said curve being concave to the Northeast having a radius of 280.00 feet, a delta of  $41^{\circ}00'00''$ , an arc distance of 200.36 feet; thence tangent to said curve South  $73^{\circ}00'00''$  East, along said right-of-way line, 80.00 feet; thence southeasterly along said right-of-way line and along the arc of a tangent curve, said curve being concave to the Southwest having a radius of 200.00 feet, a delta of  $59^{\circ}00'00''$ , an arc distance of 205.95 feet; thence tangent to said curve South  $14^{\circ}00'00''$  East, along said right-of-way line, 169.36 feet; thence southeasterly along said right-of-way line and along the arc of a tangent curve, said curve being concave to the Southwest having a radius of 150.00 feet, a delta of  $43^{\circ}32'56''$ , an arc distance of 114.01 feet; thence tangent to said curve South  $32^{\circ}30'00''$  East, along said right-of-way line, 50.00 feet to a point on the northerly right-of-way line of N.W. 82nd Street, as recorded in Official Records Book 6450, Page 688, of the Public Records of Broward County, Florida; thence South  $49^{\circ}31'56''$  West, along said right-of-way line 273.71 feet; thence southwesterly along the arc of a tangent curve, said curve being concave to the Northwest having a radius of 1395.00 feet, a delta of  $14^{\circ}28'04''$ , an arc distance of 352.26 feet; thence tangent to said curve South  $64^{\circ}00'00''$  West, along said right-of-way line, 36.78 feet thence westerly along the arc of a tangent curve, said curve being concave to the North having a radius of 25.00 feet, a delta of  $86^{\circ}52'08''$ , an arc distance of 37.90 feet to a point of reverse curvature; thence northwesterly along the northerly right-of-way line of N.W. 81st Street, as recorded in said Official Records Book 6450, Page 688 and along the arc of a tangent curve, said curve being concave to the Southwest having a radius of 1165.00 feet, a delta of  $22^{\circ}18'12''$ , an arc distance of 453.50 feet to a point on the arc of a radially tangent curve; thence northerly along the arc of a tangent curve, said curve being concave to the West having a radius of 300.00 feet, a delta of  $52^{\circ}52'37''$ , an arc distance of 276.88 feet; thence tangent to said curve North  $14^{\circ}18'41''$  West, 90.00 feet; thence North  $24^{\circ}06'06''$  West, 435.26 feet; thence northwesterly along the arc of a tangent curve, said curve being concave to the Southwest having a radius of 100.00 feet, a delta of  $83^{\circ}04'02''$ , an arc distance of 144.98 feet; thence tangent to said curve South  $72^{\circ}49'52''$  West, 501.42 feet; thence South  $69^{\circ}19'52''$  West, 362.18 feet; thence southerly along the arc of a tangent curve, said curve being concave to the East having a radius of 170.00 feet, a delta of  $76^{\circ}00'00''$ , an arc distance of 225.50 feet; thence tangent to said curve South  $06^{\circ}40'08''$  East 137.18 feet to a point on said northerly right-of-way line of N.W. 81st Street; thence South  $83^{\circ}19'52''$  West, along said right-of-way line, 208.97 feet; thence westerly along said right-of-way line and along the arc of a tangent curve, said curve being concave to the North having a radius of 1395.00 feet, a delta of  $19^{\circ}01'46''$ , an arc distance of 463.32 feet to the POINT OF BEGINNING.



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### ALSO TOGETHER WITH

A portion of said Tract D described as follows:

BEGINNING at the most northerly and westerly corner of said Tract D; thence South 61°30'00" East, 206.31 feet; thence South 70°00'00" West, 235.30 feet; thence southwesterly along the arc of a tangent curve being concave to the Northwest having a radius of 330.00 feet, a delta of 11°53'53", an arc distance of 68.53 feet to a point on the right-of-way of that certain canal right-of-way as recorded in Official Records Book 6450, Page 688 of the Public Records of Broward County, Florida; thence North 28°30'00" East, along said right-of-way line, 222.49 feet to the POINT OF BEGINNING.

### ALSO TOGETHER WITH

Tracts E and F of said LAND SEC. 4 GOLF COURSE PLAT.

### AND

Tracts G, H, I, J, K, L, M, N, O, P, and Q, LAND SEC. 4 GOLF COURSE PLAT, according to the Plat thereof as recorded in Plat Book 88, Page 20 of the Public Records of Broward County, Florida.

### AND

Parcel "A", WOODMONT RECREATION COMPLEX, according to the plat thereof, as recorded in Plat Book 91, Page 49, of the Public Records of Broward County, Florida.

Said lands lying and being in the City of Tamarac, Broward County, Florida, and containing 285.00 acres, more or less.

### LESS THE FOLLOWING POD "A":

A parcel of land being a portion of Tract "D" and Tract "C", LAND SEC. 4 GOLF COURSE PLAT, as recorded in Plat Book 88, Page 20, and a portion of a canal, as recorded in Official Records Book 6450, Page 688, all of the Public Records of Broward County, Florida, being more particularly described as follows:

COMMENCE at the Easternmost Southeast corner of said Tract "D", said point also being a point on the Northerly line of NW 82nd Avenue as described in Official Records Book 6450, Page 688, of the Public Records of Broward County, Florida;  
Thence, South 49°31'56" West, along said Northerly line, a distance of 72.45 feet to the POINT OF BEGINNING;  
Thence, continue along said Northerly line, South 49°31'56" West, a distance of 201.25 feet to the point of curvature of a circular curve, concave to the Northwest, having a radius of 1395.00 feet and a central angle of 02°49'40";  
Thence, Southerly along the arc of said curve, and said Northerly line of NW 82nd Avenue, an arc distance of 68.85 feet;  
Thence, North 38°40'03" West, a distance of 287.95 feet to the point of curvature of a circular curve, concave to the East, having a radius of 535.00 feet and a central angle of 67°01'12";  
Thence, Northerly along the arc of said curve, an arc distance of 625.80 feet;  
Thence, North 45°13'31" West, a distance of 146.15 feet to a point on the arc of a circular curve, concave to the East, having a radius of 150.00 feet and a central angle of 231°41'02";  
Thence, Northerly and Easterly along the arc of said curve, an arc distance of 606.55 feet;  
Thence, South 45°13'31" East, a distance of 124.33 feet;  
Thence, North 44°46'29" East, a distance of 10.07 feet to a point on the arc of a circular curve, concave to the South, having a radius of 150.00 feet and a central angle of 231°41'02", a radial line bears from said point South 71°04'02" East;  
Thence, Easterly, Southerly and Westerly along the arc of said curve, an arc distance of 606.55 feet;  
Thence, South 44°46'49" West, a distance of 128.81 feet to the point of curvature of a circular curve, concave to the East, having a radius of 265.00 feet and a central angle of 83°26'32";  
Thence, Southerly along the arc of said curve, an arc distance of 385.93 feet;  
Thence, South 38°40'03" East, a distance of 281.16 feet to the POINT OF BEGINNING.

Said lands lying and being in the City of Tamarac, Broward County, Florida, and containing 412,380 square feet (9.47 acres) more or less.

### LESS THE FOLLOWING POD "B":

A portion of Tract "K", LAND SEC. 4 GOLF COURSE PLAT, as recorded in Plat Book 88, Page 20, of the Public Records of Broward County, Florida, being more particularly described as follows:

COMMENCING at the Southwest corner, WOODMONT TRACT 65, according to the plat thereof, as recorded in Plat Book 91, Page 50, of the Public Records of Broward County, Florida, said point also being a point on the Westerly line of NW 80th Avenue as described in Official Records Book 6450, Page 688, of the Public Records of Broward County, Florida;  
Thence, South 21°00'00" West, along said Westerly line, a distance of 93.07 feet to the POINT OF BEGINNING;  
Thence, continue South 21°00'00" West, along said Westerly line, a distance of 233.03 feet to a point on the arc of a circular curve, concave to the North, having a radius of 120.00 feet and a central angle of 72°29'45"; a radial line bears from said point North 21°46'46" West;  
Thence, Westerly along the arc of said curve, an arc distance of 151.83 feet;  
Thence, North 87°27'29" West, a distance of 98.13 feet to the point of curvature of a circular curve, concave to the South, having a radius of 100.00 feet and a central angle of 19°55'40";  
Thence, Westerly along the arc of said curve, an arc distance of 34.78 feet to the point of tangency;





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Thence, South 72°36'51" West, a distance of 23.61 feet to the point of curvature of a circular curve, concave to the North, having a radius of 300.00 feet and a central angle of 19°38'59";  
Thence, Westerly along the arc of said curve, an arc distance of 102.89 feet to the point of tangency;  
Thence, North 87°44'10" West, a distance of 19.37 feet to the point of curvature of a circular curve, concave to the Northeast, having a radius of 213.00 feet and a central angle of 63°44'01";  
Thence, Northwesterly along the arc of said curve, an arc distance of 236.393 feet;  
Thence, North 65°59'51" East, a distance of 75.00 feet to a point on the arc of a circular curve, concave to the Southwest, having a radius of 161.08 feet and a central angle of 15°54'16"; a radial line bears from said point South 47°38'30" West;  
Thence, Northwesterly along the arc of said curve, an arc distance of 44.71 feet;  
Thence, North 80°45'38" East, a distance of 99.53 feet;  
Thence, North 70°25'50" East, a distance of 81.44 feet to the point of curvature of a circular curve, concave to the South, having a radius of 175.46 and a central angle of 20°58'56";  
Thence, Easterly along the arc of said curve, an arc distance of 64.26 feet;  
Thence, South 87°27'29" East, a distance of 331.06 feet to the point of curvature of a circular curve, concave to the South, having a radius of 29.68 feet and a central angle of 44°15'40";  
Thence, Southeasterly along the arc of said curve, an arc distance of 22.93 feet to a point on the arc of a circular curve, concave to the North, having a radius of 40.00 feet and a central angle of 81°19'41"; a radial line bears from said point North 51°00'36" East;  
Thence, Easterly along the arc of said curve, an arc distance of 56.78 feet;  
Thence, South 69°00'00" East, a distance of 8.78 feet to a point on the said West line of NW 80th Avenue and the POINT OF BEGINNING.

Said lands lying and being in the City of Tamarac, Broward County, Florida, and containing 130,810 square feet (3.00 acres) more or less.

### LESS THE FOLLOWING POD C

A parcel of land lying in Section 4, Township 49 South, Range 41 East, being a portion of Tract "K", LAND SEC. 4 GOLF COURSE PLAT, as recorded in Plat Book 88, Page 20, of the Public Records of Broward County, Florida, being more particularly described as follows:

BEGINNING at the Southeast corner of WOODMONT TRACT 65, as recorded in Plat Book 91, Page 50, of the Public Records of Broward County, Florida, said point being on the Westerly line of NW 80th Avenue;  
Thence, South 21°00'00" West, along said Westerly line, a distance of 93.07 feet;  
Thence, North 69°00'00" West, a distance of 8.78 feet to a point on the arc of a circular curve, concave to the North, having a radius of 40.00 feet and a central angle of 81°19'41"; a radial line bears from said point North 30°19'05" West;  
Thence, Westerly along the arc of said curve, an arc distance of 56.78 feet to a point on the arc of a circular curve, concave to the South, having a radius of 29.68 feet and a central angle of 44°15'40"; a radial line bears from said point South 46°48'11" West;  
Thence, Westerly along the arc of said curve, an arc distance of 22.93 feet to the point of tangency;  
Thence, North 87°27'29" West, a distance of 331.06 feet to a point on the arc of a circular curve, concave to the South, having a radius of 175.46 feet and a central angle of 20°58'56"; a radial line bears from said point South 01°24'46" West;  
Thence, Westerly along the arc of said curve, an arc distance of 64.26 feet to the point of tangency;  
Thence, South 70°25'50" West, a distance of 81.44 feet;  
Thence, South 80°45'38" West, a distance of 99.53 feet to a point on the arc of a circular curve, concave to the North, having a radius of 300.00 feet and a central angle of 18°14'05"; a radial line bears from said point North 00°17'36" East;  
Thence, Westerly along the arc of said curve, an arc distance of 95.48 feet;  
Thence, South 18°31'41" West, a distance of 110.00 feet, radially, to the point of curvature of a circular curve, concave to the North, having a radius of 410.00 feet and a central angle of 47°18'47";  
Thence, Northwesterly along the arc of said curve, an arc distance of 338.57 feet to the point of tangency;  
Thence, North 24°09'32" West, a distance of 276.02 feet to a point on the arc of a circular curve, concave to the East, having a radius of 260.00 feet and a central angle of 11°29'26"; a radial line bears from said point North 65°50'28" East;  
Thence, Northerly along the arc of said curve, an arc distance of 52.14 feet to a point on the arc of a circular curve, concave to the East, having a radius of 150.00 feet and a central angle of 110°13'57"; a radial line bears from said point North 50°27'41" East;  
Thence, Northerly and Easterly along the arc of said curve, an arc distance of 288.59 feet to a point on the arc of a circular curve, concave to the East, having a radius of 260.00 feet and a central angle of 14°31'10"; a radial line bears from said point South 46°10'35" East;  
Thence, Northeasterly along the arc of said curve, an arc distance of 65.89 feet to a point on the arc of a circular curve, concave to the South, having a radius of 150.00 feet and a central angle of 217°26'30"; a radial line bears from said point South 71°21'54" East;  
Thence, Easterly, Southerly and Westerly along the arc of said curve, an arc distance of 569.26 feet;  
Thence, South 55°40'51" West, a distance of 93.04 feet;  
Thence, South 24°09'32" East, a distance of 267.65 feet to the point of curvature of a circular curve, concave to the North, having a radius of 140.00 feet and a central angle of 52°05'35";  
Thence, Southeasterly along the arc of said curve, an arc distance of 127.29 feet;  
Thence, South 13°44'53" West, a distance of 110.00 feet, radially, to the point of curvature of a circular curve, concave to the North, having a radius of 250.00 feet and a central angle of 33°19'03";  
Thence, Easterly along the arc of said curve, an arc distance of 145.38 feet to the point of tangency;  
Thence, North 70°25'50" East, a distance of 77.43 feet to the point of curvature of a circular curve, concave to the South, having a radius of 225.00 feet and a central angle of 22°06'41";  
Thence, Easterly along the arc of said curve, an arc distance of 86.33 feet to the point of tangency;  
Thence, South 87°27'29" East, a distance of 8.11 feet;  
Thence, North 02°32'31" East, a distance of 20.00 feet;  
Thence, South 87°27'29" East, a distance of 429.82 feet to the POINT OF BEGINNING.

Said lands lying and being in the City of Tamarac, Broward County, Florida, and containing 302,916 square feet (6.95 acres) more or less.

### LESS THE FOLLOWING POD D:



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A parcel of land lying in Section 4, Township 49 South, Range 41 East, being a portion of Tract "K", LAND SEC. 4 GOLF COURSE PLAT, as recorded in Plat Book 88, Page 20, of the Public Records of Broward County, Florida, being more particularly described as follows:

COMMENCE at the Southwest corner of said Tract "K", said point also being a point on the Northerly line of NW 75th Street as described in Official Records Book 6450, Page 688 of the Public Records of Broward County Florida;

Thence, North 86°39'55" East, along said Northerly line, a distance of 231.25 feet to the POINT OF BEGINNING;

Thence, North 01°00'51" East, a distance of 66.23 feet to the point of curvature of a circular curve, concave to the West, having a radius of 10.00 feet and a central angle of 43°20'30";

Thence, Northerly along the arc of said curve, an arc distance of 7.56 feet to the point of reverse curvature of a circular curve, concave to the East, having a radius of 45.00 feet and a central angle of 84°45'05";

Thence, Northerly along the arc of said curve, an arc distance of 66.56 feet to the point of reverse curvature of a circular curve, concave to the West, having a radius of 35.00 feet and a central angle of 41°24'32";

Thence, Northerly along the arc of said curve, an arc distance of 25.30 feet to the point of tangency;

Thence, North 01°00'51" East, a distance of 662.01 feet;

Thence, North 05°22'09" West, a distance of 418.51 feet to the point of curvature of a circular curve, concave to the Southeast, having a radius of 160.00 feet and a central angle of 111°13'50";

Thence, Northerly and Easterly along the arc of said curve, an arc distance of 310.61 feet to the point of tangency;

Thence, South 74°08'19" East, a distance of 119.22 feet to the point of curvature of a circular curve, concave to the Southwest, having a radius of 150.00 feet and a central angle of 106°07'02";

Thence, Easterly and Southerly along the arc of said curve, an arc distance of 277.81 feet to the point of tangency;

Thence, South 31°58'43" West, a distance of 600.38 feet;

Thence, South 01°00'51" West, a distance of 482.84 feet to the point of curvature of a circular curve, concave to the East, having a radius of 35.00 feet and a central angle of 41°24'35";

Thence, Southerly along the arc of said curve, an arc distance of 25.30 feet to the point of reverse curvature of a circular curve, concave to the West, having a radius of 45.00 feet and a central angle of 84°36'15";

Thence, Southerly along the arc of said curve, an arc distance of 66.45 feet to the point of reverse curvature of a circular curve, concave to the East, having a radius of 10.00 feet and a central angle of 43°11'41";

Thence, Southerly along the arc of said curve, an arc distance of 7.54 feet to the point of tangency;

Thence, South 01°00'51" West, a distance of 61.76 feet to a point on the North line of NW 75th Street;

Thence, South 86°39'55" West, along said North line, a distance of 60.27 feet to the POINT OF BEGINNING.

Said lands lying and being in the City of Tamarac, Broward County, Florida, and containing 239,528 square feet (5.50 acres) more or less.

### LESS THE FOLLOWING POD E:

A parcel of land being a portion of Tract "A" and Tract "C", LAND SEC. 4 GOLF COURSE PLAT, as recorded in Plat Book 88, Page 20, and a portion of a canal, as recorded in Official Records Book 6450, Page 688, all of the Public Records of Broward County, Florida, being more particularly described as follows:

BEGINNING at the Easternmost Northwest corner of said Tract "A" and a point on the South line of Southgate Boulevard;

Thence, South 89°33'35" East, along said South line, a distance of 1,184.52 feet to the point of curvature of a circular curve, concave to the Southwest, having a radius of 25.00 feet and a central angle of 90°00'00";

Thence, Southeasterly along the arc of said curve, an arc distance of 39.27 feet;

Thence, South 00°26'25" West, a distance of 84.00 feet to the point of curvature of a circular curve, concave to the West, having a radius of 200.00 feet and a central angle of 34°18'35";

Thence, Southwesterly along the arc of said curve, an arc distance of 119.76 feet;

Thence, South 34°45'00" West, a distance of 52.99 feet;

Thence, North 63°26'13" West, a distance of 64.00 feet to the point of curvature of a circular curve, concave to the South, having a radius of 497.00 feet and a central angle of 50°59'48";

Thence, Westerly along the arc of said curve, an arc distance of 442.36 feet;

Thence, South 65°33'59" West, a distance of 31.99 feet;

Thence, North 90°00'00" West, a distance of 14.66 feet;

Thence, North 63°15'21" West, a distance of 149.45 feet;

Thence, North 89°33'35" West, a distance of 300.00 feet;

Thence, South 00°09'03" East, a distance of 17.20 feet to a point on the arc of a circular curve, concave to the West, having a radius of 150.00 feet and a central angle of 139°46'59"; a radial line bears from said point South 52°58'45" West;

Thence, Southerly and Westerly along the arc of said curve, an arc distance of 365.95 feet;

Thence, North 89°33'35" West, a distance of 26.48 feet;

Thence, North 00°09'03" West, a distance of 435.00 feet to the POINT OF BEGINNING.

Said lands lying and being in the City of Tamarac, Broward County, Florida, and containing 288,148 square feet (6.61 acres) more or less.

### LESS THE FOLLOWING POD F

A portion of Tract "E", LAND SEC. 4 GOLF COURSE PLAT, as recorded in Plat Book 88, Page 20, of the Public Records of Broward County, Florida, being more particularly described as follows:

BEGINNING at the Westernmost Southwest corner of said Tract "E", said point also being a point on the Easterly right-of-way line of NW 80th Avenue as described in Official Records Book 6450, Page 688, of the Public Records of Broward County, Florida;

Thence, North 21°00'00" East, along said Easterly line, a distance of 325.00 feet to the point of curvature of a circular curve, concave to the West, having a radius of 1165.00 feet and a central angle of 22°50'33";



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Thence, Northerly along the arc of said curve, and the Easterly line of NW 80th Avenue, an arc distance of 464.57 feet;  
Thence, radially to aforementioned curve, North 88°09'07" East, a distance of 56.84 feet to a point on the arc of a circular curve, concave to the South, having a radius of 45.00 feet and a central angle of 201°57'06"; a radial line bears from said point South 56°12'05" East;  
Thence, Easterly and Southerly along the arc of said curve, an arc distance of 158.61 feet to a point on the arc of a circular curve, concave to the West, having a radius of 175.00 feet and a central angle of 17°45'40"; a radial line bears from said point North 89°07'57" West;  
Thence, Southerly along the arc of said curve, an arc distance of 54.25 feet;  
Thence, South 66°54'25" East, a distance of 110.21 feet to a point on the arc of a circular curve, concave to the Northwest, having a radius of 285.58 feet and a central angle of 20°41'11"; a radial line bears from said point North 69°40'01" West;  
Thence, Southwesterly along the arc of said curve, an arc distance of 103.11 feet to a point on the arc of a circular curve, concave to the West, having a radius of 1340.00 feet and a central angle of 12°05'30"; a radial line bears from said point North 81°05'30" West;  
Thence, Southwesterly along the arc of said curve, an arc distance of 282.79 feet to the point of tangency;  
Thence, South 21°00'00" West, a distance of 205.06 feet to a point on the arc of a circular curve, concave to the West, having a radius of 150.00 feet and a central angle of 58°21'23"; a radial line bears from said point South 74°08'02" West;  
Thence, Southerly along the arc of said curve, an arc distance of 152.78 feet to a point on the Southerly line of said Tract "E";  
Thence, North 69°00'00" West, along said Southerly line, a distance of 169.56 feet to the point of curvature of a circular curve, concave to the East, having a radius of 25.00 feet and a central angle of 90°00'00";  
Thence, Westerly and Northerly along the arc of said curve, an arc distance of 39.27 feet to the POINT OF BEGINNING.

Said lands lying and being in the City of Tamarac, Broward County, Florida, and containing 148,640 square feet (3.41 acres) more or less.

### LESS THE FOLLOWING COMMERCIAL POD

A portion of Tract "A", LAND SEC. 4 GOLF COURSE PLAT, as recorded in Plat Book 88, Page 20, of the Public Records of Broward County, Florida, and a portion of FORT LAUDERDALE TRUCK FARMS SUBDIVISION, as recorded in Plat Book 4, Page 31, of the Public Records of Broward County, Florida, all being more particularly described as follows:

BEGINNING at the Northernmost Northwest corner of said Tract "A", said point also being a point on the South line of Southgate Boulevard;  
Thence, South 89°33'35" East, along said South line of Southgate Boulevard, and the North line of said Tract "A", a distance of 552.31 feet;  
Thence, South 00°26'25" West, a distance of 226.00 feet;  
Thence, North 89°33'35" West, a distance of 349.17 feet;  
Thence, South 00°10'05" East, a distance of 93.80 feet to the point of curvature of a circular curve, concave to the West, having a radius of 30.00 feet and a central angle of 36°58'21";  
Thence, Southwesterly along the arc of said curve, an arc distance of 19.36 feet to the point of tangency;  
Thence, South 36°48'16" West, a distance of 41.57 feet to the point of curvature of a circular curve, concave to the North, having a radius of 30.00 feet and a central angle of 53°01'39";  
Thence, Southwesterly along the arc of said curve, an arc distance of 27.77 feet to the point of tangency;  
Thence, South 89°49'55" West, a distance of 68.00 feet;  
Thence, South 00°10'05" East, a distance of 274.10 feet to the point of curvature of a circular curve, concave to the West, having a radius of 75.00 feet and a central angle of 90°00'00";  
Thence, Southwesterly along the arc of said curve, an arc distance of 117.81 feet to the point of tangency;  
Thence, South 89°49'55" West, a distance of 28.00 feet to a point on the West line of said Tract "A", and a point on the East line of NW 88th Avenue, as recorded in Official Records Book 4747, Page 183, of the Public Records of Broward County, Florida;  
Thence, North 00°10'05" West, along said West line of Tract "A" and the East line of NW 88th Avenue, a distance of 709.26 feet;  
Thence, North 45°08'10" East, a distance of 35.54 feet to the POINT OF BEGINNING.

Said lands lying and being in the City of Tamarac, Broward County, Florida, and containing 199,342 square feet (4.58 acres) more or less.

### LESS THE FOLLOWING CLUB HOUSE POD

A portion of Tract "K", Land Sec. 4 Golf Course Plat, as recorded in Plat Book 88, Page 20, of the Public Records of Broward County, Florida, and a portion of Parcel "A", Woodmont Recreation Complex, as recorded in Plat Book 91, Page 49, of the Public Records of Broward County, Florida, all being more particularly described as follows:

Commencing at the Easternmost Southeast corner of said Tract "K", said point being a point on the North line of NW 75th Street as described in Official Records Book 6450, Page 688, and a point on the arc of a circular curve, concave to the South, having a radius of 1,950.00 feet and a central angle of 00°21'32", a radial line bears from said point South 08°18'18" East;  
Thence, Easterly along the arc of said curve, an arc distance of 12.21 feet to the Point of Beginning;  
Thence, North 22°04'10" East, a distance of 315.71 feet;  
Thence, North 11°17'44" East, a distance of 349.63 feet;  
Thence, North 09°58'39" West, a distance of 256.57 feet;  
Thence, North 52°45'41" West, a distance of 95.76 feet;  
Thence, South 87°44'10" East, a distance of 337.92 feet to the point of curvature of a circular curve, concave to the North, having a radius of 300.00 feet and a central angle of 19°38'59";  
Thence, Northeasterly along the arc of said curve, an arc distance of 102.89 feet to the point of tangency;  
Thence, North 72°36'51" East, a distance of 23.61 feet to the point of curvature of a circular curve, concave to the South, having a radius of 100.00 feet and a central angle of 19°55'40";  
Thence, Northeasterly along the arc of said curve, an arc distance of 34.78 feet to the point of tangency;  
Thence, South 87°27'29" East, a distance of 98.13 feet to a point on the arc of a circular curve, concave to the North, having a radius of 120.00 feet and a central angle of 72°29'41"; a radial line bears from said point North 50°42'59" East;  
Thence, Southeasterly along the arc of said curve, an arc distance of 151.83 feet to a point on the West line of NW 80th Avenue;



## LEGAL DESCRIPTION

Thence, South 21°00'00" West, along said West line, a distance of 273.62 feet to the point of curvature of a circular curve, concave to the East, having a radius of 1,950.00 feet and a central angle of 18°43'45";

Thence, Southerly along the arc of said curve, and the West line of NW 80th Avenue, an arc distance of 637.43 feet to the point of reverse curvature of a circular curve concave Northwesterly having a radius of 25.00 feet and a central angle of 88°06'50";

Thence, Southwesterly along the arc of said curve, and the North line of 75th Street, an arc distance of 38.45 feet to the point of tangency;

Thence, North 89°36'55" West, along the North line of 75th Street, a distance of 264.00 feet to the point of curvature of a circular curve, concave to the South, having a radius of 1,950.00 feet and a central angle of 08°19'52";

Thence, Southwesterly along the arc of said curve, and the North line of NW 75th Street, an arc distance of 283.54 feet to the **Point of Beginning**.

Said lands lying and being in the City of Tamarac, Broward County, Florida, and containing 489,437 square feet (11.24 acres) more or less.

### LESS THE FOLLOWING SCHOOL TRACT:

A parcel of land being a portion of Tract "C", **Land Sec. 4 Golf Course Plat**, as recorded in Plat Book 88, Page 20, of the Public Records of Broward County, Florida, being more particularly described as follows:

**Beginning** at the Northeast corner of said Tract "C" and a point on the South line of Southgate Boulevard;

Thence, South 00°12'16" East, along said East line, a distance of 1,323.97 feet to the North line of NW 82nd Street;

Thence, South 89°47'44" West, along said North line, a distance of 106.35 feet;

Thence, North 00°12'16" West, a distance of 994.82 feet;

Thence, North 78°53'43" East, a distance of 26.49 feet;

Thence, North 01°44'13" East, a distance of 194.78 feet;

Thence, North 00°12'16" West, a distance of 130.31 feet to the South line of Southgate Boulevard and the North line of said Tract "C";

Thence, South 89°33'35" East, along said line, a distance of 73.75 feet to the **Point of Beginning**.

Said lands lying and being in the City of Tamarac, Broward County, Florida, and containing 130,848 square feet (3.00 acres) more or less.

EXHIBIT "D"  
TO  
CONSOLIDATED, AMENDED AND RESTATED COVENANT  
RESOLUTION

---



**EXHIBIT "F-2"**

EASEMENTS IN FAVOR OF CITY AND TAMARAC UTILITIES, INC.

---

**EXHIBIT “G”**

CONCEPTUAL ELEVATIONS OF NEW CLUBHOUSE



**Clubhouse East Elevation**

*Redmond Country Club*

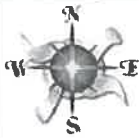


**Clubhouse West Elevation**

*Redmond Country Club*

**EXHIBIT "H"**

LEGAL DESCRIPTION OF THE CLUBHOUSE PARCEL



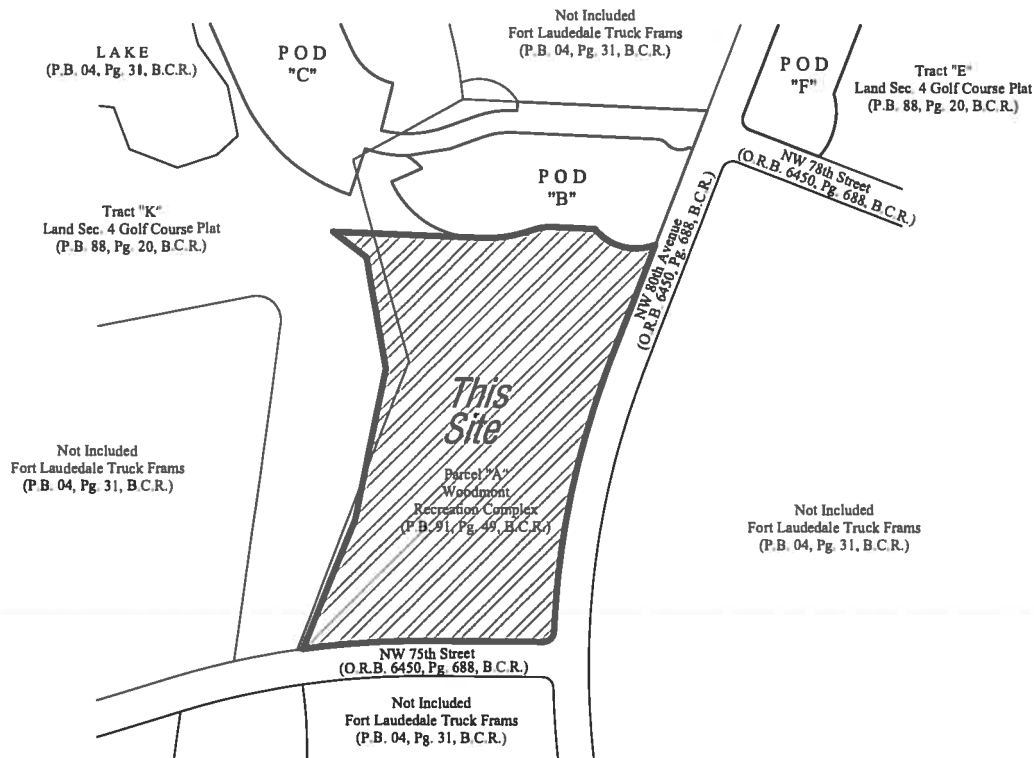
DJG Surveying and Mapping, Inc.

LB# 7682

6750 NW 9TH COURT  
MARGATE, FLORIDA 33063  
PHONE: 954-675-7244  
EMAIL: ADMIN@DJGSURVEY.COM  
www.djgsurvey.com

- Sketch and Description -  
**Clubhouse Parcel**

Sheet 1 of 3




**SURVEYOR'S NOTES:**

1. BEARING REFERENCE: Bearing Reference: Bearings shown hereon are referenced to the South Line of Tract "I", *Land Sec. 4 Golf Course Plat*, Plat Book 88, Page 20, B.C.R. Said line bears South 62°17'32" West.
2. This is not a survey, but only a graphic depiction of the land shown hereon and its calculated legal description. No boundary corners were set in the field related to this sketch.
3. All recordings shown hereon are referenced to the Public Records of Broward County, Florida.

No.	REVISIONS	DATE

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

  
02/07/2014  
DENNIS J. GABRIELE  
Professional Surveyor and Mapper  
NO. LS 5709  
State of Florida

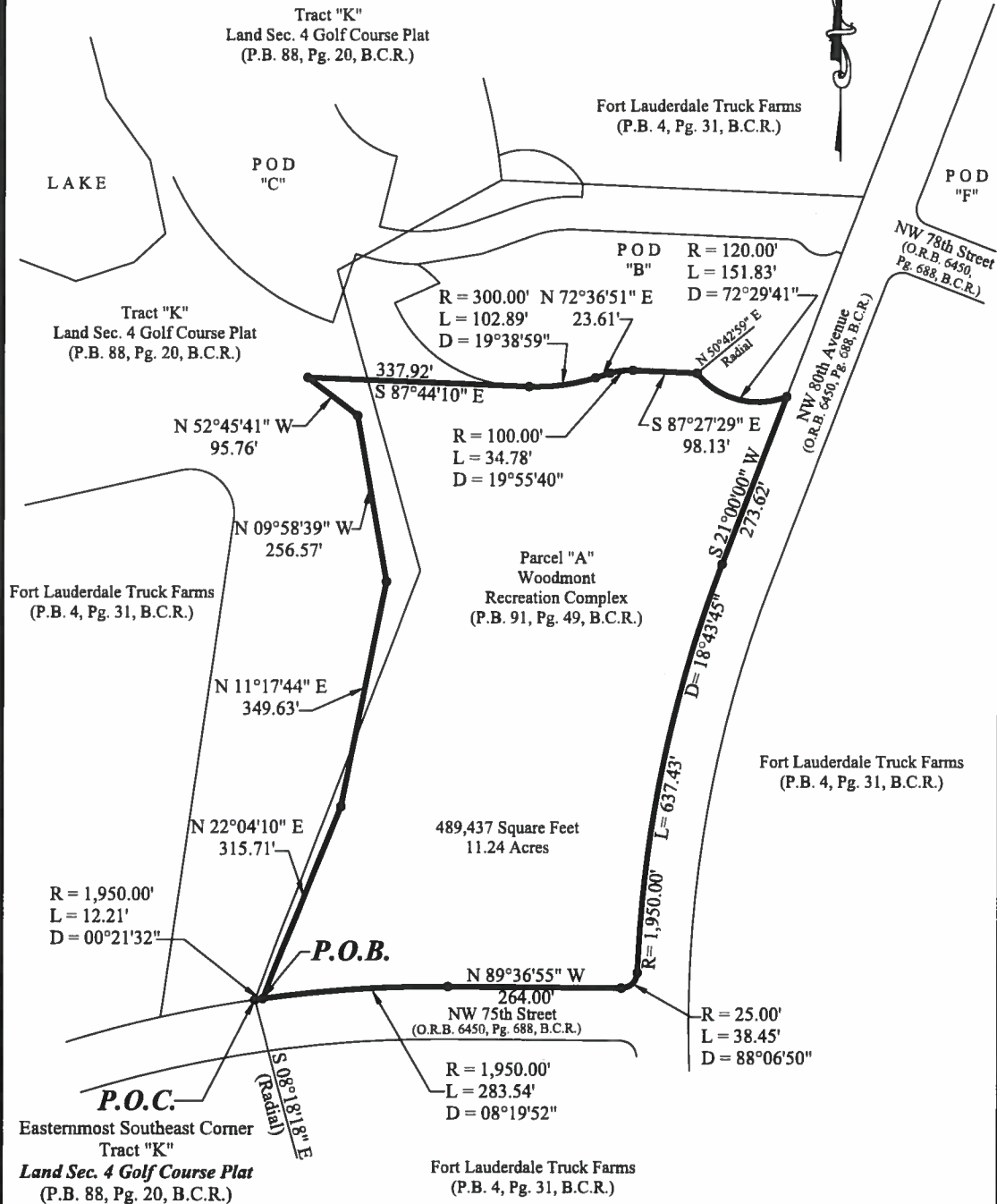
**JOB NO. 10-0218 DRAWN BY: MRK QC: DJG SCALE: NTS**



# DJG Surveying and Mapping, Inc.

**LB# 7682**  
6750 NW 9TH COURT  
MARGATE, FLORIDA 33063  
PHONE: 954-675-7244  
EMAIL: ADMIN@DJGSURVEY.COM  
www.djgsurvey.com

Sheet 2 of 3



## Legend

- |                                |                                 |
|--------------------------------|---------------------------------|
| P.O.B. = Point of Beginning    | B.C.R. = Broward County Records |
| P.O.C. = Point of Commencement | R = Radius                      |
| P.O.T. = Point of Termination  | L = Arc Length                  |
| P.B. = Plat Book               | D = Delta (Central Angle)       |
| Pg. = Page                     |                                 |





## LEGAL DESCRIPTION

A portion of Tract "K", *Land Sec. 4 Golf Course Plat*, as recorded in Plat Book 88, Page 20, of the Public Records of Broward County, Florida, and a portion of *Parcel "A", Woodmont Recreation Complex*, as recorded in Plat Book 91, Page 49, of the Public Records of Broward County, Florida, all being more particularly described as follows:

**Commencing** at the Easternmost Southeast corner of said Tract "K", said point being a point on the North line of NW 75th Street as described in Official Records Book 6450, Page 688, and a point on the arc of a circular curve, concave to the South, having a radius of 1,950.00 feet and a central angle of 00°21'32", a radial line bears from said point South 08°18'18" East; Thence, Easterly along the arc of said curve, an arc distance of 12.21 feet to the **Point of Beginning**;

Thence, North 22°04'10" East, a distance of 315.71 feet;

Thence, North 11°17'44" East, a distance of 349.63 feet;

Thence, North 09°58'39" West, a distance of 256.57 feet;

Thence, North 52°45'41" West, a distance of 95.76 feet;

Thence, South 87°44'10" East, a distance of 337.92 feet to the point of curvature of a circular curve, concave to the North, having a radius of 300.00 feet and a central angle of 19°38'59";

Thence, Northeasterly along the arc of said curve, an arc distance of 102.89 feet to the point of tangency;

Thence, North 72°36'51" East, a distance of 23.61 feet to the point of curvature of a circular curve, concave to the South, having a radius of 100.00 feet and a central angle of 19°55'40";

Thence, Northeasterly along the arc of said curve, an arc distance of 34.78 feet to the point of tangency;

Thence, South 87°27'29" East, a distance of 98.13 feet to a point on the arc of a circular curve, concave to the North, having a radius of 120.00 feet and a central angle of 72°29'41"; a radial line bears from said point North 50°42'59" East;

Thence, Southeasterly along the arc of said curve, an arc distance of 151.83 feet to a point on the West line of NW 80th Avenue;

Thence, South 21°00'00" West, along said West line, a distance of 273.62 feet to the point of curvature of a circular curve, concave to the East, having a radius of 1,950.00 feet and a central angle of 18°43'45";

Thence, Southerly along the arc of said curve, and the West line of NW 80th Avenue, an arc distance of 637.43 feet to the point of reverse curvature of a circular curve concave Northwesterly having a radius of 25.00 feet and a central angle of 88°06'50";

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Thence, Southwesterly along the arc of said curve, and the North line of NW 75th Street, an arc distance of 283.54 feet to the **Point of Beginning**.

Said lands lying and being in the City of Tamarac, Broward County, Florida, and containing 489,437 square feet (11.24 acres) more or less.

**EXHIBIT "I"**

FORM COMPLETION BOND

I



# DRAFT AIA® Document A312™ - 2010

## Performance Bond

### CONTRACTOR:

(Name, legal status and address)

« »  
« »

### SURETY:

(Name, legal status and principal place of business)

« »  
« »

### OWNER:

(Name, legal status and address)

« »  
« »

### CONSTRUCTION CONTRACT

Date: « »

Amount: \$ « »

Description:

(Name and location)

«test»

« »

### BOND

Date:

(Not earlier than Construction Contract Date)

« »

Amount: \$ « »

Modifications to this Bond:

« »

None

« »

See Section 16

### CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

### SURETY

Company: (Corporate Seal)

Signature:

Name and « »

Title:

Signature:

Name and « »

Title:

(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

### AGENT or BROKER:

« »  
« »  
« »

### OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

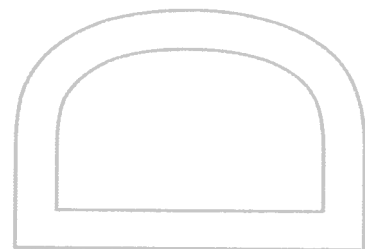
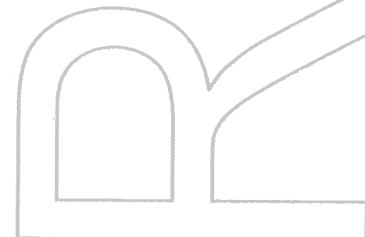
« »  
« »  
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« »  
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« »

### ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.



**ELECTRONIC COPYING** of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

**§ 1** The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

**§ 2** If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

**§ 3** If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

**§ 4** Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

**§ 5** When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

**§ 5.1** Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

**§ 5.2** Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

**§ 5.3** Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

**§ 5.4** Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

**§ 6** If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

**§ 7** If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to

the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

**§ 8** If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

**§ 9** The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

**§ 10** The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

**§ 11** Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

**§ 12** Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

**§ 13** When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

#### **§ 14 Definitions**

**§ 14.1 Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

**§ 14.2 Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

**§ 14.3 Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

**§ 14.4 Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

**§ 14.5 Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

**§ 15** If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

**§ 16** Modifications to this bond are as follows:

« »

*(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)*

**CONTRACTOR AS PRINCIPAL**

Company: \_\_\_\_\_ (Corporate Seal)

Signature: \_\_\_\_\_

Name and Title: « »« »

Address: « »

**SURETY**

Company: \_\_\_\_\_ (Corporate Seal)

Signature: \_\_\_\_\_

Name and Title: « »« »

Address: « »

**EXHIBIT “J”**

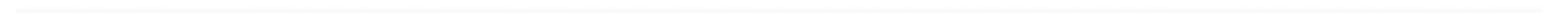
CONCEPTUAL LOCATION OF INTERIOR ROADWAYS



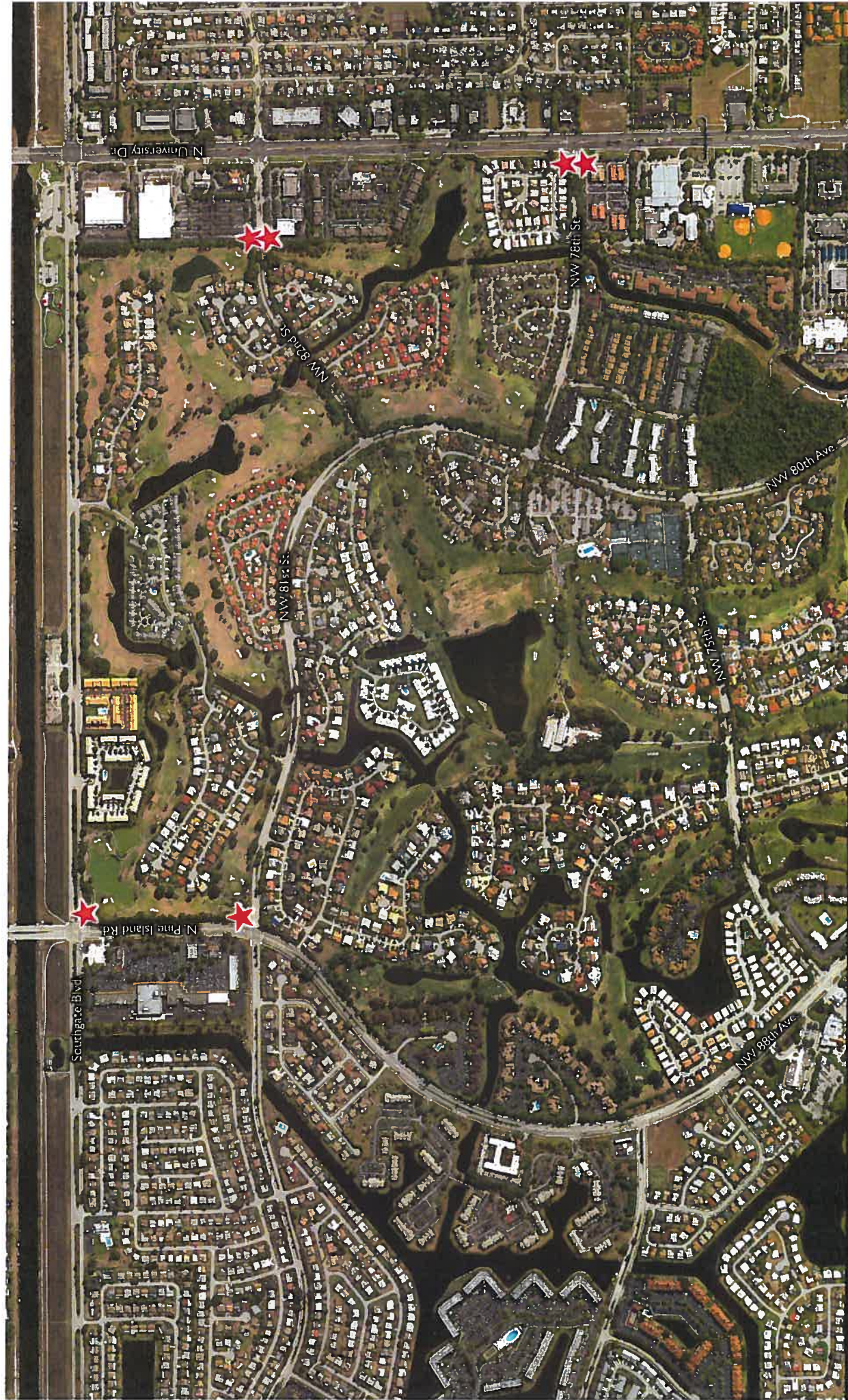


**EXHIBIT “K”**

**ENTRANCE SIGN LOCATIONS**







Woodmont Country Club

Enroute 5g+ Locations



LAND DESIGN SOUTH  
10000 N. University Dr.  
Suite 100  
Tampa, FL 33613  
(813) 971-1111  
www.landdesignsouth.com



**EXHIBIT “L”**

**LIST OF SPECIFIC LOCAL DEVELOPMENT APPROVALS REQUIRED**

Land Use Plan Amendment.....	City of Tamarac & Broward County
Rezoning for Residential and Commercial Parcels.....	City of Tamarac
Site Plan Approval for Residential and Commercial Parcels...	City of Tamarac
Plat Approval.....	City of Tamarac & Broward County
Building Permits.....	City of Tamarac
Engineering Permits.....	City of Tamarac
Surface Water Management License Application & Joint Application for Environmental Resource Permit (if required).....	Broward County Environmental Planning Department (BCEPD)
Construction Permit Application for Community Water System Extension.....	Broward County Health Department
Application to Construct a Wastewater Collection/ Transmission System & Notification/Application for Constructing a Domestic Wastewater Collection/Transmission System .....	BCEPD
Notice of Intent to Use Generic Permit for Stormwater Discharge For Large and Small Construction Activities.....	FL Department of Environmental Protection (FDEP)
Water Use Permit Application Form.....	South FL Water Management District
Tree Removal Permit (if required).....	City of Tamarac

**JOINDER AND CONSENT**  
**By**  
**ZAVECO DEVELOPMENT, LLC**

Zaveco Development, LLC, a Florida limited liability company ("Zaveco"), the contract purchaser of the Residential Parcels, as defined in the Development Agreement to which this Joinder and Consent is attached, pursuant to that certain Agreement for the Purchase and Sale of Real Property (Woodmont), dated July 22, 2011, as amended ("Purchase Agreement"), hereby joins in and consents to the terms of the Development Agreement; provided, however, that Zaveco shall have no obligations whatsoever under the Development Agreement except with respect to any portions of the Residential Parcels which have been acquired by Zaveco, and provided further that nothing herein contained is intended to, or shall have the effect of, altering or amending the rights and obligations of Zaveco under the Purchase Agreement.

**ZAVECO DEVELOPMENT, LLC, a Florida limited liability company**

---

**Print Name:**

---

**Print Name:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) ss:  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2014, by \_\_\_\_\_, as \_\_\_\_\_ of Zaveco Development, LLC, a Florida limited liability company, on behalf of the company, who is personally known to me or produced for identification.

[NOTARIAL SEAL]

Notary: \_\_\_\_\_  
 Print Name: \_\_\_\_\_  
 Notary Public, State of Florida  
 My commission expires: \_\_\_\_\_







## **Title - TO2274 - Woodmont Land Use Plan Amendment**

An Ordinance of the City Commission of the City of Tamarac, Florida, adopting an Amendment to the City of Tamarac Comprehensive Plan in accordance with Chapter 163, specifically Section 163.3184 of the Florida State Statutes, concerning a Large-Scale Land Use Plan Amendment application proposed by Brian Terry of Land Design South, designated agent for the property owner, Woodmont Country Club, Inc., to change the designation of the subject use of land from Commercial Recreation to Low (0-5 du/ac) Residential to accommodate the future development of a total of 152 single family dwelling units and from Commercial Recreation to Commercial to accommodate the development of approximately 28,000 square feet of commercial development on 4.58 acres of land for the property located at or around Pine Island Road to the west, Southgate Boulevard to the North, University Drive to the east, and NW 75th Street to the south (Case No. 1-LUA-12); providing for amendment to the Land Use Plan to reflect such change; providing for transmittal to the State of Florida Department of Economic Opportunity for review; providing for conflicts; providing for severability; and providing for an effective date.

**PASSED ON FIRST READING APRIL 15, 2013**

### **ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
 <a href="#">TO2274 - Memo</a>	4/30/2014	Cover Memo
 <a href="#">TO2274 - Ordinance</a>	4/30/2014	Ordinance
 <a href="#">TO2274 - Site Location Map</a>	4/30/2014	Backup Material
 <a href="#">TO2274 - Exhibit A</a>	4/30/2014	Exhibit

**CITY OF TAMARAC**  
**INTEROFFICE MEMORANDUM 13-04-011M**  
**COMMUNITY DEVELOPMENT DEPARTMENT**

<b>TO:</b>	Michael C. Cernech, City Manager	<b>DATE:</b>	May 30, 2014
<b>FROM:</b>	Maxine Calloway, Director of Community Development	<b>RE:</b>	Woodmont – Land Use Plan Amendment
		<b>CASE#:</b>	1-LUA-12 <b>TEMP ORD. NO.</b> 2274
		<b>MF#:</b>	13-76

---

**RECOMMENDATION:** The Director of Community Development recommends that the City Commission adopt on Second Reading Temporary Ordinance 2274, and authorize staff to transmit all necessary documents to the appropriate agencies regarding this land use plan amendment application at its May 14, 2014 meeting.

**ISSUE:** The applicant is requesting approval of a Land Use Plan Amendment to change the designation of the subject properties from “Commercial Recreation” to “Low (0-5 du/ac) Residential” to accommodate the future development of a total of 152 single family dwelling units and from “Commercial Recreation” to “Commercial” to accommodate the development of approximately 28,000 square feet of commercial development on 4.58 acres.

**PUBLIC NOTIFICATION:** Section 2-370 of the Code of Ordinances requires that all property owners within 400 feet of the subject properties be notified of this application. To that end, 674 property owners were notified of the land use plan amendment application.

**BACKGROUND:** Brian Terry, Land Design South, Designated Agent for the property owner, Woodmont Country Club is requesting a Land Use Plan Amendment to allow for the future development of 152 dwelling units. The applicant is proposing to develop portions of the existing “Pines” golf course into 7 sites (Parcels “A”, “B”, “C”, “E”, “F”, and “G”), 6 of which are for single family units consisting of approximately 35.11 gross acres at a proposed density of 4.33 dwelling units per acre (gross) and one site (Parcel “D”) consisting of 4.58 acres slated for commercial development (see attached site map).

The amendment sites are located in the City of Tamarac within the Woodmont Country Club site, which is bound by Pine Island Road to the west, Southgate Boulevard to the north, University Drive to the east, and NW 75<sup>th</sup> Street to the south.

Associated with this request is a Rezoning petition (Case No.7-Z-12) which is also scheduled to be heard by the Planning Board at the April 10, 2013 meeting. The City Commission reviewed these petitions on first reading on April 15, 2013.

This area has been the subject of land development applications in the past. Below is a summary of the past Land Use Plan Amendments for the Woodmont property for comparative purposes:

Summary of Past Land Use Amendment Applications

<b><u>Submittal Date</u></b>	<b><u>Proposed # of Units</u></b>	<b><u>Final Action</u></b>
7/5/2006	448 multi-family units	Withdrawn
6/25/2007	142 multi-family units 158 single family homes 300 total units	City Commission denied (9/26/2007)
11/6/2009	255 single family units	Withdrawn
10/9/2012 (current)	152 single family units	In progress

The petitioner states that the current golf course operation has become economically non-viable on the subject property. The “Pines” golf course has been closed down for approximately a year and is being maintained at a minimal level. In order to revitalize a portion of this course, the applicant proposes to redevelop the “Pines” golf course from defunct 18 holes of golf to newly developed 9 holes of golf and redevelop 6 residential sites and a commercial site on a total of 39.69 acres. (See Woodmont LUPA Application Folder).

**ANALYSIS:**

Florida Statutes require City Staff to review any proposed amendment to its Comprehensive Plan, specifically, City staff is required to review the impact of the proposed amendment on the following elements of the Comprehensive Plan; Future Land Use, Infrastructure, Conservation, Recreation and Open Space, Transportation, Housing and Intergovernmental Coordination Elements. Community Development Staff has reviewed each of these Elements and finds the following findings of fact.

**Land Use and Compatibility**

The development proposal consists of 6 residential parcels on 35.11 acres and the residential density for the overall development is 4.33 dwelling units/acre (du/ac). The remaining parcel (Parcel D) is proposed to be Commercial. The parcels will be configured as shown in the table below:

<b>Parcel</b>	<b>No. of Units</b>	<b>Area (acres)</b>	<b>Density</b>	<b>Average Adjacent Density</b>
A	45	9.47	4.75	3.5
B	30	7.1	4.2	4.0
C	21	5.55	3.78	2.0 & 3.2
D	59,581 Sq. Ft (Maximum) 28,000 Sq. Ft (proposed)	4.58	30% lot coverage	N/A
E	22	6.58	3.3	7.1, 3.5, & 11.9
F	14	3.41	4.1	4.8 & 4.0
G	20	3.00	6.6	4.0

The parcels will be restricted to standard single family development and will range in density from 3.3 du/ac to 6.6 du/ac and are adjacent to comparable densities. The densities of the single family parcels are consistent and compatible with the surrounding development pattern. Placement of the residential parcels is in keeping with of the policies of the City's Comprehensive Plan specifically Policies 1.4 and 16.1. The Goals, Objectives and Policies (GOP's) of the Future Land Use Element of the Comprehensive Plan and specifically Policies 1.4 and 16.1 state the following;

***Policy 1.4*** *The Community Development Department will continue to review land use plan amendments, zoning amendments, site plans, and plat approval requests for compatibility with adjacent land uses as currently required in the Code of Ordinances. The Land Development Code revisions should address criteria to be used in reviews for determining whether there is compatibility among adjacent land uses. The Community Development Department will continue to review the Planning Commission Board agendas of surrounding cities to identify land use proposals which might affect the City of Tamarac.*

***Policy 16.1*** *The compatibility of existing and future land uses shall be a primary consideration by the Community Development Department in the review and approval of amendments to the City Land Use Element.*

## **Public Facilities and Service**

### **1) Infrastructure**

Adequate sanitary sewer, potable water, drainage, and solid waste exist to serve the proposed amendment. Letters have been received from agencies which have jurisdiction over these services indicating that adequate capacity is available.

### **2) Parks and Recreation Analysis**

#### **Private Open Space**

The area affected by this proposal encompasses 39.69 acres of the existing 120 acre "Pines" golf course. The proposal would result in redevelopment of a portion of the the "Pines" golf course from a non-functional golf course to a functioning 9 hole golf course (approximately 80 acres), 6 residential sites and 1 commercial site. The Woodmont Country Club will maintain approximately 360 acres of total golf course open space. The southern 18-hole golf course (Cypress) will be maintained and a new 9-hole golf course will be constructed providing private open space and recreation for the Woodmont residents.

#### **Public Open Space**

A review of the proposed amendment resulting in the development of 152 dwelling units shows that 1.6 acres of open space land and 1.4 acres of open space land must be provided by the applicant in order to meet level of service requirements for the City of Tamarac's Comprehensive Plan. The applicant has proposed to redevelop 9 out of the 18 holes of the non-functional "Pines" golf course resulting in approximately 80 acres of private golf course and has agreed to meet the public park land requirement by adhering to Section 10-296 of the City's Code of Ordinances.

The GOP's of the Recreation and Open Space Element of the Comprehensive Plan, Objective 1, states the following *"The City will continue to maintain a diverse system of parks, recreation, and open space facilities throughout the City that adequately and efficiently provide recreation opportunities at the adopted level of service standard."*

The first goal articulated in the Future Land Use Element of the Comprehensive Plan stipulates that *"The City of Tamarac will provide land uses which will encourage the orderly growth of the community; maximize economic benefits; conserve and protect the natural environment; and minimize any threats to health, safety and welfare."* The proposed future Land Use Plan Amendment will result in a decrease in private open space within the Woodmont area of approximately 39 acres while mitigating this fact by preserving and enhancing approximately 80 acres of land as a 9 -hole golf course. The amendment as proposed conserves and protects the natural environment and adequately mitigates measures to satisfy the intent of the above-referenced goal in terms of conservation measures.

### 3) Transportation Impact Analysis

A vehicular trip generation analysis has been provided as part of the Land Use Plan Amendment application. The document indicates that the current approved "Commercial Recreation" land use designation generates 50 PM peak hour trips and the proposed single family residential development and commercial development will generate a total of 280 PM peak hour trips. An independent analysis completed by a transportation consultant, Traftech Engineering, retained by the City states that the roadway links within the proposed area will not be adversely impacted by the project in the immediate future.

The table below shows that the impact on the adjacent roadway network from each proposed parcel is acceptable at the PM peak hour which is the time most vehicles will be on the roadway.

**Trip Generation on Local Roadways**

<u>Existing Use</u>	DU	Daily Trips Total	PM Peak Hour In Out Total		
Golf Course	0	643	27	26	53
<u>Proposed Use</u>					
Residential Single-Family	152	1456	96	57	153
Commercial	0	2842	62	65	127
Total	152	4298	158	122	280

The traffic study evaluates traffic impacts on the interior and arterial roadways. The analysis shows that the project as proposed will generate less than 3 percent of the adjacent roadway peak-hour Level of Service (LOS) in all links included within the radius of influence. The internal roadway network was also evaluated within the Woodmont development revealing that all roadways will operate at a LOS of "D" or better.

The study focused on the University Drive/Southgate Boulevard intersection. The total additional delay at this intersection will result in a 0.6 second time period which is indiscernible to the driving public.

Finally, the LOS of the University Drive roadway between Southgate Boulevard and N.W. 78<sup>th</sup> Street will be considered as part of this traffic analysis and will remain at a level of "D" or better at project build-out.

It should be noted that traffic from the Renaissance Charter School was considered as part of this analysis. Staff along with the City's traffic consultant and the Broward Sheriff's Office are currently working with the administration for the Renaissance Charter School at University to improve the traffic flow during the drop-off and pickup times for that school. The City will be adding turn lanes on N.W. 82<sup>nd</sup> Street both east and west bound to aid in the egress into this school, from this roadway in the summertime when school is not in session.

The entire traffic analysis along with the City's Traffic Consultant concurrence to the analysis is included in the Woodmont LUPA Application folder as Exhibit 8.

#### **4) Housing**

In regard to affordable housing the applicant has indicated that they will provide to the City of Tamarac a contribution in the amount of \$114,000 for the provision of said housing (based on \$750 per dwelling unit). The funding would be made available to the City for providing down payment assistance to income eligible families. The project is consistent with the City's affordable housing policies.

#### **5) School Impact Analysis**

The "Public Education Analysis" portion of the Land Use Amendment application supplies information about student generation rates and school facility enrollment and capacity. The applicant was required to contact Broward County School Board staff and inform them of the request. The School Board's staff subsequently performed an initial analysis that indicated that the schools serving the amendment area 2012/2013 are Tamarac Elementary School, Millennium Middle School and J. P. Taravella High School.

Based on the District's Public School Concurrency Planning Document, all of the schools are operating below the adopted Level of Service (LOS) of 110% of their permanent capacities in the 2012-2013 school year. Incorporating the cumulative students anticipated from approved and vested developments anticipated to be built within the next 3 years (through 2015), all the schools are expected to operate below the adopted LOS of 110%.

Based on the School District's Seven Long Range Planning Areas, the amendment site is located within School District Planning Area "A" and the elementary, middle and high schools currently serving Planning Area "A" are anticipated to have sufficient excess capacity to support the students generated by the residential units proposed in this planning area.

In addition to these public schools, the following is a list of charter schools which will provide additional educational opportunities for school age children: Excelsior (K-5), Broward Community Charter (K-5) & (6-8), Renaissance Charter School at University (K-8) and North Broward Academy for Excellence and all are located within a 2 mile radius of the project site. Therefore, the proposed project is not expected to have a significant impact on the surrounding schools.



**City Manager**  
**Woodmont Land Use Plan Amendment**  
**Temporary Ordinance No. 2274**  
**April 30, 2014 - Page 6**

**6) Other Items**

*Development Agreement*

The Development Agreement is before the City Commission as a separate agenda item to be heard at the April 15, 2013 City Commission meeting.

*Impact on Existing Neighborhoods*

The proposed amendment will directly impact 13 subdivisions that are adjacent to the northern 18 hole golf course, east of Pine Island Road, west of University Drive and south of Southgate Boulevard known as the "Pines" golf course. The proposed amendment must be reviewed in terms of not only the viability of the Woodmont Country Club and Cypress Golf Course, but also in terms of the impact on adjacent residential areas. As previously mentioned Goal 1 of the Future Land Use Element states "The City of Tamarac will provide land uses which will encourage the orderly growth of the community; maximize economic benefits; conserve and protect the natural environment; and minimize any threats to health, safety and welfare."

The following chart indicates the number of existing residential units that will have a view modified from existing open space (golf course) to proposed development:

New Adjacency	Southgate Shores	Shangri-La	Lake-wood	Waterford Town Villas	The Pines II	The Pines	Button-wood	Les Chateaux	Tract 51	The Pines III	The Estates	The Pines	La Foret
New water body between proposed commercial	8	0	5	0	0	0	0	0	0	0	0	0	0
Existing water body/ golf course between proposed commercial	7	0	3	0	0	0	0	0	0	0	0	0	0
Proposed 20' landscaped buffer between proposed residential	0	12	0	0	0	0	0	0	0	0	0	0	0
Existing water body/ golf course between proposed residential	0	0	0	30	0	0	0	0	10	0	0	0	0
Existing golf course body between proposed residential	0	0	0	0	10	8	9	17	0	10	18	10	15
Existing roadway between proposed residential	0	0	0	0	0	0	9	2	0	4	0	0	0
Existing water body between proposed residential	0	0	0	0	0	0	0	0	3	0	0	0	0
Totals	15	12	8	30	10	8	18	19	13	14	18	10	15

One hundred and ninety (190) existing residential units will have a view of either new residential or commercial development. All of these homes will be buffered with either a water body, a redeveloped portion of the 9-hole golf course, an existing roadway or a landscape buffer.

Additionally, 19 residential units within the La Chateau development will have a view of a passive open space parcel that will buffer them from Southgate Boulevard that will be maintained by the Woodmont Country Club. Finally, a privacy wall, along with required landscaping will buffer the commercial development from the southeastern existing residential development.

Should this Land Use Plan Amendment be adopted staff will ensure through the site plan process that proposed redevelopment of the “Pines” golf course will be implemented.

#### *Economic Impact Analysis*

Orderly growth as articulated in the Comprehensive Plan supports and increases value within existing neighborhoods. The Economic Impact Analysis provided by Levitan and Associates and reviewed by Lambert Advisory, summarizes in depth the economic benefits of the proposed application. (See Woodmont LUPA Application folder, Exhibit 12 and 13 and attached Lambert Advisory analysis)

Development of residential homes will have a positive financial impact to the City of Tamarac. Tamarac would receive approximately \$222,000 annually in ad valorem revenue from the development of 152 single-family homes based on an assessed value of approximately \$200,000 (conservatively). The City would also receive approximately \$40,000 annually in ad valorem revenue (using a \$6,500,000 estimated assessed value) for the proposed 28,000 square foot commercial center. An additional \$120,000 per year (approximate) will be generated in utility fees. Approximately \$1,394,000 will be generated in building permit fees.

#### *City's Strategic Goals*

The proposed amendment supports Goal #2, “Healthy Financial Environment” by supporting quality redevelopment within an area of the City that is currently being utilized as a defunct golf course. Additionally, this amendment supports Goal #5, “A Vibrant Community” by revitalizing our community within the Woodmont development.

**SUMMARY RECOMMENDATION:** Permanent closure of the northern 18-hole golf course in Woodmont has negatively impacted the neighborhood. Staff has received numerous complaints regarding golf course maintenance, individuals trespassing and wildlife on the course. It is in keeping with the Goals, Objectives and Policies of the Comprehensive Plan that the City of Tamarac support long term alternatives to neighborhood decline. Given the totality of circumstances set forth above, staff has determined that the proposed LUPA is consistent with the goals and objectives of the City's Comprehensive Land Use Plan. The City's professional staff recommends that the City Commission adopt the Land Use Plan Amendment.

**INTERVENING ACTION:** On March 6, 2013 the Planning Board voted 3-1 to forward a favorable recommendation to the City Commission. Subsequent to the Planning Board meeting on March 6, 2013, it came to staff's attention that direct mail notification for the Land Use Plan Amendment and the Rezoning was insufficient. In order to remedy this issue, property owners within 400-feet of the areas subject to the Land Use Plan Amendment and Rezoning were notified of a special Planning Board meeting on April 10, 2013. This special meeting will ensure all property owners within 400-feet are afforded an opportunity to address the Board. Staff will update the City Commission regarding this meeting during staff's presentation on April 15, 2013.



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Maxine Calloway  
Director of Community Development

MAC/FZ/alg

Attachments:                      Temp. Ord. No. 2274  
    Site Map  
    Exhibit A - Woodmont LUPA Application Folder/Petitioner's Submittal

CITY OF TAMARAC, FLORIDA

ORDINANCE NO. O-2013-

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, ADOPTING AN AMENDMENT TO THE CITY OF TAMARAC COMPREHENSIVE PLAN IN ACCORDANCE WITH CHAPTER 163, SPECIFICALLY SECTION 163.3184 OF THE FLORIDA STATE STATUTES, CONCERNING A LARGE-SCALE LAND USE PLAN AMENDMENT APPLICATION PROPOSED BY BRIAN TERRY OF LAND DESIGN SOUTH, DESIGNATED AGENT FOR THE PROPERTY OWNER, WOODMONT COUNTRY CLUB, INC., TO CHANGE THE DESIGNATION OF THE SUBJECT USE OF LAND FROM COMMERCIAL RECREATION TO LOW (0-5 DU/AC) RESIDENTIAL TO ACCOMMODATE THE FUTURE DEVELOPMENT OF A TOTAL OF 152 SINGLE FAMILY DWELLING UNITS AND FROM COMMERCIAL RECREATION TO COMMERCIAL TO ACCOMMODATE THE DEVELOPMENT OF APPROXIMATELY 28,000 SQUARE FEET OF COMMERCIAL DEVELOPMENT ON 4.58 ACRES OF LAND FOR THE PROPERTY LOCATED AT OR AROUND PINE ISLAND ROAD TO THE WEST, SOUTHGATE BOULEVARD TO THE NORTH, UNIVERSITY DRIVE TO THE EAST, AND NW 75<sup>TH</sup> STREET TO THE SOUTH (CASE NO. 1-LUA-12); PROVIDING FOR AMENDMENT TO THE LAND USE PLAN TO REFLECT SUCH CHANGE; PROVIDING FOR TRANSMITTAL TO THE STATE OF FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY FOR REVIEW; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, provisions of the Local Government Comprehensive Planning and Land Development Regulation Act of 1985 require adoption of a comprehensive plan; and

WHEREAS, the City of Tamarac, Florida, pursuant to the Local Government Comprehensive Planning Act, and in accordance with all of its terms and provisions, has prepared and adopted a Comprehensive Plan which has been submitted to, and reviewed by, the South Florida Regional Planning Council and the State of Florida Department of Economic Opportunity; and

WHEREAS, the Director of Community Development recommends the transmittal of this Land Use Plan Amendment to the State of Florida Department of Economic Opportunity and all other agencies having jurisdiction over the Amendment for their review; and

WHEREAS, the Planning Board of the City of Tamarac has also reviewed this Land Use Plan Amendment to the Land Use Plan of the City of Tamarac on March 6, 2013 as described in Exhibit "A – Petitioner's Submittal" (attached hereto and incorporated herein and made specific part thereof); and has forwarded a favorable recommendation to the City Commission for their review; and

WHEREAS, this Amendment will be transmitted to the State of Florida Department of Economic Opportunity for review and all other agencies having jurisdiction over the Amendment for review and comments, all as provided by law; and

WHEREAS, the City Commission of the City of Tamarac has conducted public hearings on this Amendment to the City of Tamarac Comprehensive Land Use Plan; and

WHEREAS, this Amendment, located within the City of Tamarac, will be submitted to the Broward County Planning Council for recertification upon adoption by the City Commission on Second and Final Reading; and

WHEREAS, the City Commission of the City of Tamarac has deemed it to be in the best interest of the citizens and residents of the City of Tamarac to adopt an Amendment to the City of Tamarac Comprehensive Plan in accordance with Chapter 163, specifically Section 163.3184 Florida Statutes, concerning a Large-Scale Land Use Plan Amendment proposed by Brian Terry of Land Design South, Designated Agent for the property owner, Woodmont Country Club, Inc., to change the designation of the subject use of land from Commercial Recreation to Low (0-5 du/ac) Residential to accommodate the future development of a total of 152 single family dwelling units and from Commercial Recreation to Commercial to accommodate the development of approximately 28,000 square feet of commercial development on 4.58 acres of land for the property located at or around Pine Island Road to the west, Southgate Boulevard to the north, University Drive to the east,

and NW 75<sup>th</sup> Street to the south, Tamarac, Florida.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA:

SECTION 1: That the foregoing “WHEREAS” clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of the Ordinance upon adoption hereof; all exhibits attached hereto are incorporated herein and made a specific part of this Ordinance.

SECTION 2: The City Commission has reviewed the application and finds the following:

1. The Amendment is consistent with the goals, objectives and policies of the City of Tamarac Comprehensive Plan;
2. The characteristics of the surrounding area and the characteristics included in the proposed development are compatible;
3. The City of Tamarac has the ability or will have the ability to provide necessary services for the additional demand for public facilities.

SECTION 3: That the Land Use Plan Amendment to the certified Land Use Plan of the City of Tamarac (Case No. 1-LUA-12) reviewed by the Planning Board and approved by the City Commission, attached hereto and made a part of this ordinance, as shown on Exhibit “A” from Commercial Recreation to Low (0-5 du/ac) Residential and from Commercial Recreation to Commercial for seven (7) sites within the existing golf course, is

hereby adopted, subject to the conducting of a Second and Final Public Hearing, and which shall become effective upon the expiration of a thirty -one (31) day appeal period subsequent to the State of Florida Department of Economic Opportunity notifying the City that the plan amendment packet is complete. This Amendment shall be construed as permitting a maximum of one hundred fifty-two (152) single-family units and 28,000 square feet of commercial development on 4.58 acres of land.

SECTION 4: That the Director of Community Development is further authorized and directed to make the necessary textual changes to the City's certified Land Use Plan and the changes to the map in order to reflect the above-stated changes.

SECTION 5: All Ordinances or parts of Ordinances, and all Resolutions or parts of Resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 6: If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Ordinance that can be given affect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

SECTION 7: This Ordinance shall become effective immediately upon the expiration of a thirty -one (31) day appeal period subsequent to the State of Florida Department of Economic Opportunity notifying the City that the plan amendment packet is complete if not otherwise challenged

PASSED, FIRST READING this                      day of                      , 2013.

PASSED, SECOND READING this                      day of                      , 2014.

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HARRY DRESSLER,  
MAYOR

ATTEST:

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PATRICIA TUEFEL, CMC  
CITY CLERK

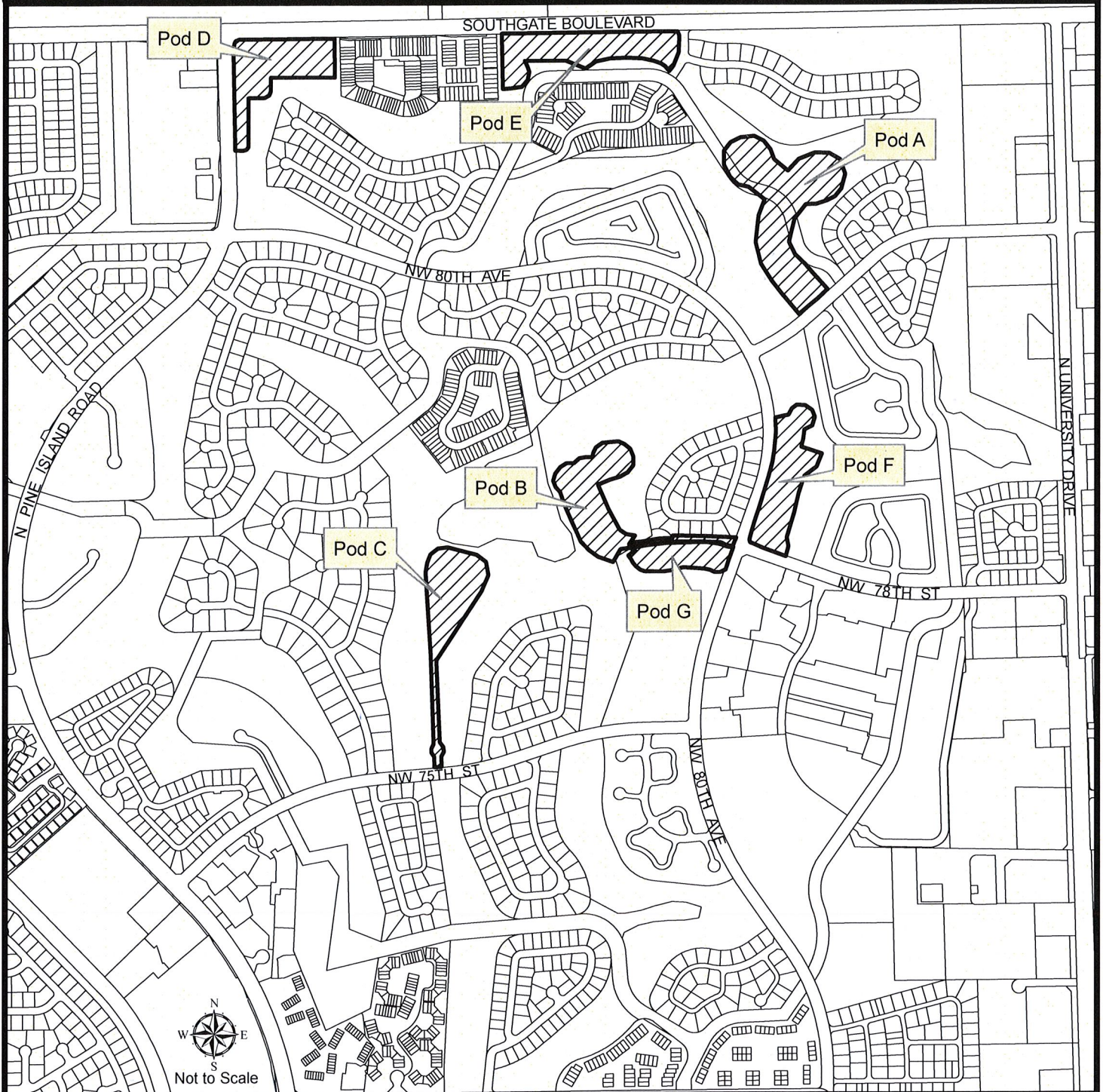
I HEREBY CERTIFY that I  
have approved this  
ORDINANCE as to form.

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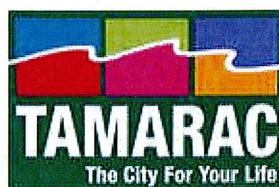
SAMUEL S. GOREN,  
CITY ATTORNEY



# Woodmont Country Club Land Use Plan Amendment



City Commission  
May 14, 2014  
TO# 2274



Maxine A. Calloway, Director  
Community Development  
7525 NW 88 Avenue  
Tamarac, FL 33321  
Telephone (954) 597-3530

Temporary Ordinance No. 2274  
Woodmont – Land Use Plan Amendment  
Exhibit A – Petitioner's Submittal

On File in the Office of the City Clerk






## **Title - TO2275 - Woodmont Rezoning**

An Ordinance of the City Commission of the City of Tamarac, Florida, amending prior zoning of certain real estate property otherwise known as Woodmont Country Club from S-1 (Recreational District) to R-1 (Single-family Residential District) for Parcels A, B, C, E, F, and G and from S-1 (Recreational district) to B-2 (Planned Community Business District) for Parcel D, for the property located at or around Pine Island Road to the west, Southgate Boulevard to the north, University Drive to the east, and NW 75th Street to the south; (Case No. 7-Z-12); providing for amendment to the official zoning map to reflect such change; providing for conflicts; providing for severability; and providing for an effective date.

**PASSED ON FIRST READING APRIL 15, 2013**

### **ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
 <a href="#">TO2275 - Memo</a>	4/30/2014	Cover Memo
 <a href="#">TO2275 - Ordinance</a>	4/30/2014	Ordinance
 <a href="#">TO2275 - Site Location Map</a>	4/30/2014	Backup Material

**CITY OF TAMARAC**  
**INTEROFFICE MEMORANDUM 13-04-012M**  
**COMMUNITY DEVELOPMENT DEPARTMENT**

<b>TO:</b>	Michael C. Cernech, City Manager	<b>DATE:</b>	April 30, 2014
<b>FROM:</b>	Maxine Calloway, Director of Community Development	<b>RE:</b>	Woodmont – Rezoning
		<b>CASE#:</b>	7-Z-12 <b>TEMP. ORD. NO.</b> 2275
		<b>MF#:</b>	13-76

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**RECOMMENDATION:** The Director of Community Development recommends that the City Commission adopt on Second Reading Ordinance #2275 regarding this rezoning application at its May 14, 2014 meeting.

**ISSUE:** The applicant is requesting approval of a Rezoning petition to change the designation of subject properties from S-1 (Recreational District) to R-1 (Single-Family Residential District) for Parcels “A”, “B”, “C”, “E”, “F”, and “G” and from S-1 (Recreational District) to B-2 (Planned Community Business District) for Parcel “D”. (see site Map)

The Rezoning petition to R-1 (Single-Family Residential District) will accommodate the future development of a total of up to 152 single-family dwelling units, while the Rezoning to B-2 will accommodate approximately 28,000 square feet of commercial development on 4.58 acres.

**PUBLIC NOTIFICATION:** Section 2-370 of the Code of Ordinances requires that all property owners within 400 feet of the subject property be notified of this application. To that end 674 property owners were notified for the Rezoning petition.

**BACKGROUND:** Brian Terry, Land Design South, Designated Agent for the property owner, Woodmont Country Club, Inc. is requesting a Rezoning to allow for the future development of 152 dwelling units. The applicant is proposing to develop portions of the existing golf courses into 7 sites (Parcels “A”, “B”, “C”, “D”, “E”, “F”, and “G”), 6 of which are single family units consisting of approximately 39.69 gross acres at a proposed density of 4.33 dwelling units per acre (gross) and one site consisting of 4.58 acres slated for commercial development (see Woodmont LUPA Application folder).

The amendment sites are located in the City of Tamarac within the Woodmont Country Club property, which is bound by Pine Island Road to the west, Southgate Boulevard to the north, University Drive to the east, and NW 75<sup>th</sup> Street to the south. The Woodmont Country Club and Pines golf courses are contiguous to the amendment sites.

Associated with this request is a Land Use Plan Amendment (Case No. 1-LUA-12) which was heard by the Planning Board at the April 10, 2013 meeting (see intervening action on Page 3). The City Commission will review these petitions on April 15, 2013 (First reading) and May 14, 2014 on Second Reading.



Community Development staff has reviewed the requested development proposal of 152 dwelling units and approximately 28,000 square feet of commercial development. The development proposal consists of 6 residential parcels on 39.69 acres (4.33 du/ac) and one commercial parcel on 4.58 acres. The parcels will be configured as shown in the table below:

Parcel	No. of Units	Area (acres)	Density	Average Adjacent Density
A	45	9.47	4.75	3.5
B	30	7.1	4.2	4.0
C	21	5.55	3.78	2.0 & 3.2
D	59,581 Sq. Ft (Maximum) 28,000 Sq. Ft (proposed)	4.58	30% lot coverage	N/A
E	22	6.58	3.3	7.1, 3.5, & 11.9
F	14	3.41	4.1	4.8 & 4.0
G	20	3.00	6.6	4.0

The parcels will be restricted to standard single family development and will range in density from 3.3 du/ac to 6.6 du/ac and are adjacent to comparable densities. The densities of the single family parcels are consistent and compatible with the surrounding development pattern. Placement of the residential parcels is in keeping with the principles of the Policies of the City's Comprehensive Plan specifically Policies 1.4 and 16.1. The Goals, Objectives and Policies (GOP's) of the Future Land Use Element of the Comprehensive Plan and specifically Policies 1.4 and 16.1 state the following;

**Policy 1.4** *The Community Development Department will continue to review land use plan amendments, zoning amendments, site plans, and plat approval requests for compatibility with adjacent land uses as currently required in the Code of Ordinances. The Land Development Code revisions should address criteria to be used in reviews for determining whether there is compatibility among adjacent land uses. The Community Development Department will continue to review the Planning Commission Board agendas of surrounding cities to identify land use proposals which might affect the City of Tamarac.*

**Policy 16.1** *The compatibility of existing and future land uses shall be a primary consideration by the Community Development Department in the review and approval of amendments to the City Land Use Element.*

Additionally, the Goal for the City's Future Land Use Element, within the City's Comprehensive Plan states: "The City of Tamarac will provide land uses which will encourage the orderly growth of the community; maximize economic benefits; conserve and protect the natural environment; and minimize any threats to health, safety, and welfare." The rezoning of a portion of the subject site to R-1 and B-2 is consistent with the associated Land Use Plan Amendment.

The proposed amendment supports Goal #2, "Healthy Financial Environment" by supporting quality redevelopment within an area of the City that is currently being utilized as a defunct golf course. Additionally, this amendment supports Goal #5, "A Vibrant Community" by revitalizing our community within the Woodmont development.

**SUMMARY RECOMMENDATION:**

The Rezoning petition meets the standards of the City's Code of Ordinances relative to rezoning requirements. Staff has determined that the proposed rezoning from S-1 to R-1 and B-2 is consistent with the parcel's proposed land use designations from "Commercial Recreation" to "Low (0-5 du/ac) Residential" and "Commercial". Therefore staff recommends that the City Commission approve for Second Reading and adoption, the Rezoning application at its May 14, 2014 meeting.

**INTERVENING ACTION:** On March 6, 2013 the Planning Board voted 3-1 to forward a favorable recommendation to the City Commission. Subsequent to the Planning Board meeting on March 6, 2013, it came to staff's attention that direct mail notification for the Land Use Plan Amendment and the Rezoning was insufficient. In order to remedy this issue, property owners within 400-feet of the areas subject to the Land Use Plan Amendment and Rezoning were notified of a special Planning Board meeting on April 10, 2013. This special meeting will ensure all property owners within 400-feet are afforded an opportunity to address the Board. Staff updated the City Commission regarding this meeting during staff's presentation on April 15, 2013.



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Maxine A. Calloway,  
Director of Community Development

MAC/FZ/alg

Attachments:

Temp. Ord. No. 2275  
Site Map

CITY OF TAMARAC, FLORIDA

ORDINANCE NO. O-2013-

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, AMENDING PRIOR ZONING OF CERTAIN REAL ESTATE PROPERTY OTHERWISE KNOWN AS WOODMONT COUNTRY CLUB FROM S-1 (RECREATIONAL DISTRICT) TO R-1 (SINGLE-FAMILY RESIDENTIAL DISTRICT) FOR PARCELS A, B, C, E, F, AND G AND FROM S-1 (RECREATIONAL DISTRICT) TO B-2 (PLANNED COMMUNITY BUSINESS DISTRICT) FOR PARCEL D, FOR THE PROPERTY LOCATED AT OR AROUND PINE ISLAND ROAD TO THE WEST, SOUTHGATE BOULEVARD TO THE NORTH, UNIVERSITY DRIVE TO THE EAST, AND NW 75<sup>TH</sup> STREET TO THE SOUTH; (CASE NO. 7-Z-12); PROVIDING FOR AMENDMENT TO THE OFFICIAL ZONING MAP TO REFLECT SUCH CHANGE; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Brian Terry of Land Design South, Designated Agent for the property owner, Woodmont Country Club, Inc., has requested that certain real estate property located at or around Pine Island Road to the west, Southgate Boulevard to the north, University Drive to the east, and NW 75<sup>th</sup> street to the south, containing 39.69 gross acres be rezoned from S-1 (Recreational District) to R-1 (Single-Family Residential District) for Parcels "A", "B", "C", "E", "F", and "G" and from S-1 (Recreational District) to B-2 (Planned Community Business District) for Parcel "D" to allow for the future development of a total of 152 single-family dwelling units, while the rezoning to B-2 (Planned Community Business District) will accommodate approximately 28,000 square feet of commercial development on 4.58 acres; and

WHEREAS, pursuant to the provisions of the Code of Ordinances of the City of Tamarac, Florida, public notice has been given of the time and place of the public hearing regarding the rezoning of the subject property and said public hearing has been held in accordance with the notice and the public has been given an opportunity to be, and has been heard; and

WHEREAS, the public hearing has been held on Case No. 7-Z-12 by the City Commission pursuant to the Charter and Florida State Statutes; and

WHEREAS, the Director of Community Development recommends approval of this Rezoning; and

WHEREAS, on March 6, 2013, the Planning Board held a duly advertised Public Hearing and recommended approval of this Rezoning; and

WHEREAS, the City Commission of the City of Tamarac, Florida, deems the Rezoning to be consistent with the City of Tamarac Comprehensive Plan; and

WHEREAS, the City Commission of the City of Tamarac has deemed it to be in the best interests of the citizens and residents of the City of Tamarac to amend prior zoning of certain real estate property otherwise known as Woodmont Country Club S-1 (Recreational District) to R-1 (Single-Family Residential District) for Parcels "A", "B", "C", "E", "F", and "G" and from S-1 (Recreational District) to B-2 (Planned Community Business District) for Parcel "D" to allow for the future development of a total of 152 single-family dwelling units, while the rezoning to B-2 (Planned Community Business District) will accommodate approximately 28,000 square feet of commercial development on 4.58 acres, for the property located at or around Pine Island Road to the west, Southgate Boulevard to the north, University Drive to the east, and NW 75<sup>th</sup> Street to the south, for which the legal description is (attached hereto as Exhibit "A" incorporated herein and made a specific part thereof).



NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA:

SECTION 1: That the foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of the Ordinance upon adoption hereof; all exhibits attached hereto are incorporated herein and made a specific part thereof.

SECTION 2: That the lands for which the legal description is hereto attached as Exhibit "A", (incorporated herein and made a specific part of this ordinance) are hereby rezoned from S-1 (Recreational District) to R-1 (Single-Family Residential District) for Parcels "A", "B", "C", "E", "F", and "G" and from S-1 (Recreational District) to B-2 (Planned Community Business District) for Parcel "D".

SECTION 3: That the official zoning map of the City of Tamarac shall be changed to reflect such zoning designation upon the effective date of this Ordinance.

SECTION 4: All Ordinances or parts of Ordinances, and all Resolutions or parts of Resolutions, in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 5: If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

SECTION 6: This Ordinance shall not become effective until thirty one (31) days after the state land planning agency notifies the City that the Comprehensive Land Use Map amendment submitted to the state is complete if not otherwise challenged. .

PASSED, FIRST READING this                      day of                      , 2013.

PASSED, SECOND READING this                      day of                      , 2014.

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HARRY DRESSLER,  
MAYOR

ATTEST:

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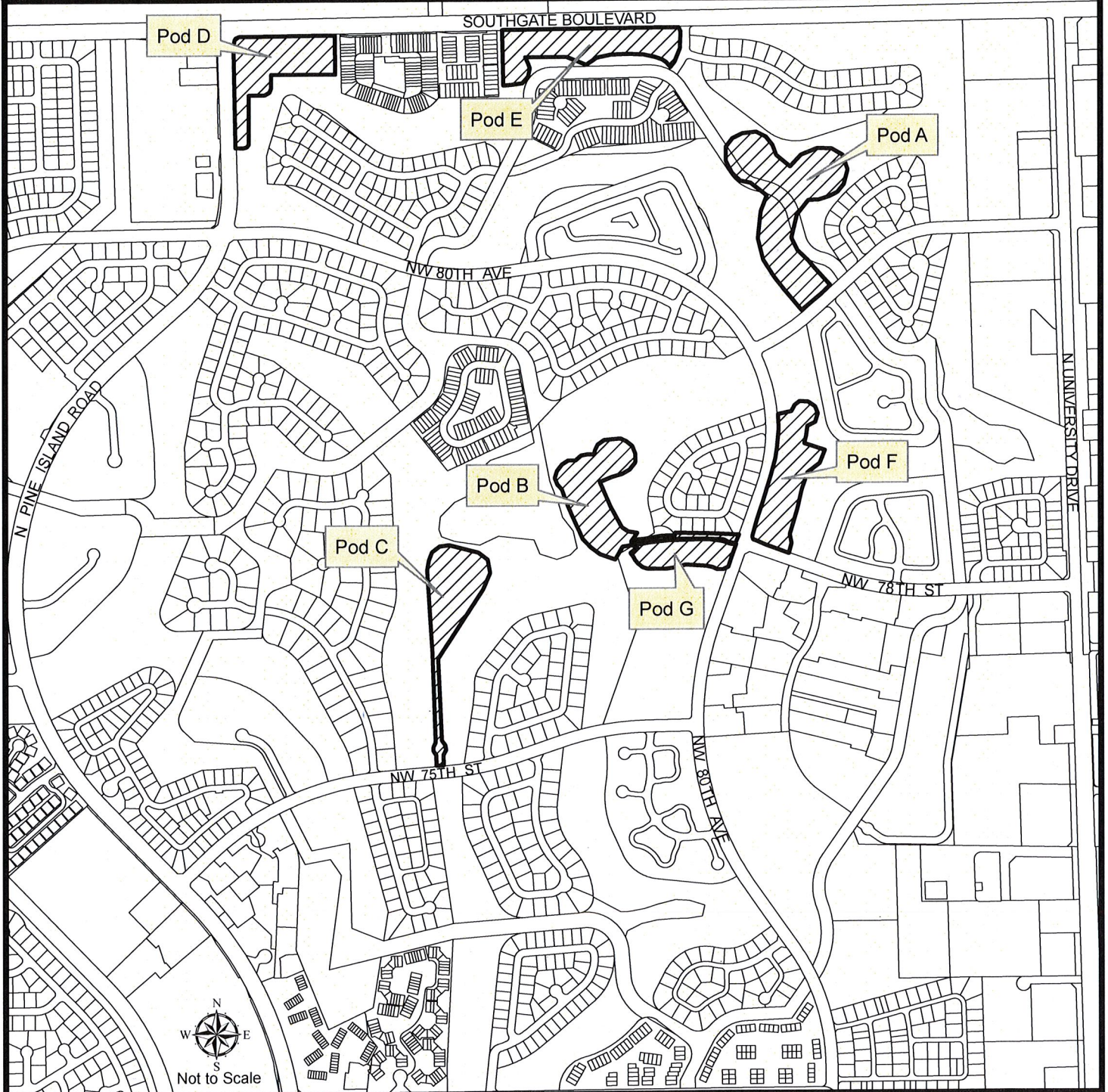
PATRICIA TEUFEL, CMC  
CITY CLERK

I HEREBY CERTIFY that I  
have approved this  
ORDINANCE as to form.

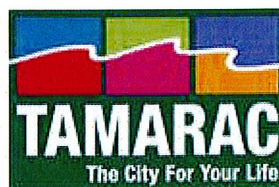
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SAMUEL S. GOREN,  
CITY ATTORNEY

# Woodmont Country Club Rezoning



City Commission  
May 14, 2014  
TO# 2275



Maxine A. Calloway, Director  
Community Development  
7525 NW 88 Avenue  
Tamarac, FL 33321  
Telephone (954) 597-3530