TOWN OF DAVIE
TOWN COUNCIL AGENDA REPORT

TO: Mayor and Councilmembers

FROM/PHONE: Phillip R. Holste, Program Manager, 954-797-1041

PREPARED BY: Phillip R. Holste, Program Manager

SUBJECT: Resolution

AFFECTED DISTRICT: District 4

ITEM REQUEST: **Schedule for Council Meeting**

TITLE OF AGENDA ITEM: AGREEMENT - A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE THE TEMPORARY LEASE AGREEMENT FOR LIVESTOCK GRAZING SERVICES AT GOVERNOR LEROY COLLINS PARK.

REPORT IN BRIEF: This resolution requests the approval of a temporary use agreement for livestock grazing services at Governor Leroy Collins Park. This resolution will formalize Little Critter Corral's current use of the site. This agreement is month to month and terminates with 30 days' notice. It automatically terminates one year from execution. Little Critter Corral will pay $100.00 monthly and maintain the property. The Florida Communities Trust (FCT) has reviewed and approved the lease. During this lease, staff will issue a formal RFP for grazing services at Governor Leroy Collins Park. Upon award to the succesful respondent this temporary lease agreement shall be terminated.

PREVIOUS ACTIONS: None

CONCURRENCES: Florida Communities Trust, Town Attorney’s Office

FISCAL IMPACT: Yes

Has request been budgeted? n/a

Additional Comments: Town will receive monthly revenue of $100.00; Operational savings from not having to bush hog property ($7,560 per year or $1,890 per mowing).

RECOMMENDATION(S): Motion to approve

Attachment(s): Resolution, Lease Agreement

RESOLUTION _____

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE THE TEMPORARY LEASE AGREEMENT FOR LIVESTOCK GRAZING SERVICES AT GOVERNOR LEROY COLLINS PARK.

WHEREAS, the Town of Davie purchased the Governor Leroy Collins Park property for use as a Farm Park; and

WHEREAS, the Little Critter Corral, Inc. desires to lease the property for livestock grazing; and

WHEREAS, livestock grazing is an intended site use as outlined in the Florida Communities Trust (FCT) management plan.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA:

SECTION 1. The Town Council of the Town of Davie hereby authorizes the temporary lease agreement for livestock grazing services between the Town of Davie and Little Critter Corral, Inc.

SECTION 2. This resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2008.

_____

MAYOR/COUNCILMEMBER

ATTEST:

_____

TOWN CLERK

APPROVED THIS _____DAY OF _____, 2008.

Prepared by:
John Rayson
Town Attorney
6591 Orange Drive
Davie, FL 33314

TEMPORARY USE AGREEMENT

THIS TEMPORARY USE AGREEMENT ("Agreement"), is made this _____ day of August, 2008 between the **TOWN OF DAVIE**, a municipal corporation and political subdivision of the State of Florida, whose address is 6591 Orange Drive, Davie, FL 33314 ("TOWN"), and **LITTLE CRITTER CORRAL, INC.**, a Florida corporation, whose address is 1950 SW 115 Avenue, Davie, FL 33325 (LCC).

W I T N E S S E T H:

WHEREAS, TOWN is the owner of the property described in Exhibit A, attached hereto and made a part hereof (the "Property"); and

WHEREAS, LCC desires to utilize the Property for grazing and pasturing of its livestock; and

WHEREAS, the Town has acquired the Property with partial funding from the Florida Communities Trust (FCT) and the Property is subject to certain limitations provided in the FCT Grant Award Agreement a/k/a the Declaration of Restrictive Covenants (as recorded in OR Book 44129, Page 1146 in Broward County) (the "Award Agreement,"); and

WHEREAS, as part and condition of the FCT funding, the Town provided and FCT approved a Management Plan for the project site, and together with the Award Agreement, the terms of which are hereby incorporated herein by reference; and

WHEREAS, the Town intends that the conservation and recreational values of the Property be preserved and enhanced in accordance with the Management Plan, it may be amended from time to time only after review and approval by FCT; and

WHEREAS, all activities by the Town and LLC shall be consistent with the Award Agreement and Management Plan; and

WHEREAS, LCC is willing to indemnify, defend and hold TOWN harmless from damages and expenses which may be incurred as a direct or indirect result of such use and certain other conditions.

NOW THEREFORE, in consideration of the premises and of the mutual covenants contained herein, the legal sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Use. TOWN acknowledges and agrees that LCC may use the Property only for grazing and pasturing of livestock. Any change in use not approved in the management plan requires approval from FCT and TOWN. LCC agrees that there shall be no display or use of firearms upon the Property.

2. Non-Interference. LCC's use of the Property shall at all times be in common with TOWN and Town's officers, employees, agents, representatives, business invitees, licensees, invitees and other permitted users. It is understood and agreed that LCC's use of the Property shall not interfere with Town's use of the Property. In the event of any such interference, LCC, upon receipt of written notice from TOWN, shall cause any such interference to cease and make such modifications in its use of the Property as may be reasonably required to prevent such interference.

3. Fees. LCC agrees to pay to TOWN as a user fee during the term of this Agreement, the sum of One Hundred and no/100 Dollars ($100.00) per month, plus applicable Florida sales tax beginning on the first day of the first month following execution of this Agreement, and continuing on the first day of each month thereafter. Such user fee shall be paid in lawful money of the United States monthly, without notice, set off, deduction or demand, to TOWN at 6591 Orange Drive, Davie, FL 33314, attn: Parks and Recreation

4. Term. The term of this agreement commences on the date of execution of this Agreement and ends thirty (30) days from date of execution. This agreement automatically renews on a monthly basis unless otherwise terminated. The lease term shall automatically terminate one year from date of execution.

5. Right to Terminate. Notwithstanding any other provision of this Agreement to the contrary, this Agreement may be terminated by either party, at any time, with or without cause, by providing thirty (30) days written notice of such termination to the other party.

6. Taxes. LCC shall bear, pay and discharge, on or before the last day on which payment may be made without penalty or interest, all ad valorem real estate taxes or other taxes, which shall or may, during the term of this Agreement be charged, laid, levied, assessed, imposed, become due and payable, or become liens upon, or arise in connection with the use of the Property by LCC.

7. Regulations. LCC shall, it its sole cost and expense, obtain all permits, licenses, and approvals required by any federal, municipal, state or other governmental authority for its use of the Property and shall at all times comply with all laws, ordinances, rules and regulations of any federal, municipal, state, or other governmental authority with respect to its use of the Property.

8. Utilities. No utilities will be used by LCC in connection with the Property. LCC shall be responsible for payment for all utilities used by it or its employees on the Property.

9. Damage to Property. LCC shall, at its sole cost and expense, repair to the complete satisfaction of TOWN, any and all damage to the Property and any improvements located thereon caused by or arising from LCC's exercise of the rights granted herein.

10. Improvements. LCC shall not construct or install any improvements on the Property without the prior written consent of TOWN, except as provided in Paragraph 11. Such consent may be withheld in the sole discretion of TOWN. If consent is given, LCC must obtain all necessary construction permits for any improvements on the premises. No construction at the direction of LCC shall create any lien upon the premises or shall necessitate the posting of a bond pursuant to Florida Statute 255.05. Any improvement constructed by LCC on the Property will become the property of the Town upon termination of the lease agreement. Any existing improvement on the Property may be removed or modified by TOWN at any time at Town's discretion.

11. Maintenance. LCC shall, at its sole cost and expense, maintain the Property during the term of this Agreement. LCC shall maintain the Property in a clean, orderly and sanitary condition at all times.

12. Livestock. Any injured, diseased or deceased animal(s) must be removed from the premises by LCC within twenty-four (24) hours of observation and/or notification of same. LCC must recover any livestock that escapes the Property within four (4) hours of discovery and/or notification.

13. Mechanics' Liens. LCC shall have no power to do any act or make any contract which may create or be the foundation for any mechanics', materialmen's or other lien or encumbrance upon the Property.

14. Fences. LCC shall not remove or relocate any fences that are on the Property at the commencement of this Agreement without the prior written consent of TOWN. LCC shall, at its sole cost and expense, keep such fences and gates that enclose the Property in good repair. LCC shall provide keys to TOWN to all gate locks installed by LCC.

15. Security. TOWN shall have no obligation to protect or otherwise safeguard or provide security for the Property.

16. Fire or Casualty. If the Property is damaged by fire or other casualty, either party shall have the right to terminate this Agreement by providing thirty (30) days written notice to the other. TOWN shall not be liable, regardless of cause, for any inconvenience or interruption of LCC's rights occasioned by fire or other casualty. TOWN shall have no obligation to repair, restore or replace any Property damaged by fire or other casualty.

17. Indemnity. LCC covenants with TOWN that TOWN, its officers, agents, employees, servants, licensees, invitees, contractors, permitted users, successors and assigns shall not be liable for any damage or liability of any kind or for any injury to or death of persons or damage to property (including, but not limited to, the livestock) of LCC, TOWN or any other person during the term of this Agreement, from any cause whatsoever, by reason of the use, and enjoyment of the Property by LCC (including, but not limited to, LCC's business invitees, agents, employees, servants, contractors, invitees and guests), and that LCC will indemnify and save harmless TOWN, its officers, agents, employees, servants, invitees, contractors, licensees, permitted users, successors and assigns against and from all costs, expenses, liabilities, losses, damages, suits, actions, fines, penalties, claims and demands of every kind or nature arising out of (a) the use, occupancy and enjoyment of the Property by LCC (including, but not limited to, LCC's business invitees, agents, employees, servants, contractors, invitees and guests); (b) any failure by LCC to perform any of the agreements, terms, covenants, or conditions of this Agreement on LCC's part to be performed; (c) LCC's failure to comply with any laws, ordinances, requirements, orders, directions, rules or regulations of any federal, state, county or TOWN governmental authority; (d) any mechanic's lien, conditional bill of sale or chattel mortgage filed against the Property or any improvements or equipment therein or any materials used in the construction or alteration of any improvements thereon by LCC; (e) improper design, defective workmanship, materials or any other matter with respect to the construction of any improvements to the Property by LCC; (f) any act, omission or negligence of LCC or any person claiming under LCC (including, but not limited to, LCC's agents, employees, servants, business invitees, contractors, invitees and guests); or (g) any injury, loss or damage to LCC or anyone claiming under LCC (including, but without limitation, LCC's guests, invitees, agents, employees, servants, business invitees and contractors) or to any property (including, without limitation, the livestock) of LCC or anyone claiming under LCC (including, not without limitation, LCC's guests, invitees, agents, employees, servants, business invitees and contractors) from any cause whatsoever, whether occurring on the Property, other adjacent property of TOWN or any other property. Notwithstanding the foregoing, LCC shall not be liable for damage or injury occasioned by the gross negligence or willful misconduct of TOWN and/or its agents, servants or employees. This obligation to indemnify shall include reasonable attorney's fees and investigation costs and all other reasonable costs, expenses and liabilities actually incurred TOWN from

the first notice that any claim or demand is to be made or may be made. Notwithstanding any contrary provisions set forth in this Agreement, under no circumstances shall TOWN be liable for special or consequential damages. The provisions of this Paragraph 14 shall survive the termination or expiration of this Agreement.

18. Insurance. LCC shall keep in full force and effect liability insurance naming the Town of Davie as additional insured in an amount not less than one million dollars ($1,000,000) for each occurrence. Insurance policy and company are subject to approval by Town.

Said insurance shall be written by an insurer holding a current certificate of authority issued by the Department of Insurance of the State of Florida pursuant to Chapter 624, Florida Statutes. Prior to entering the Property, Certificates of Insurance approved by TOWN's Risk Management Division evidencing the maintenance of said insurance shall be furnished to TOWN. The Certificates shall provide that no material alteration or cancellation, including expiration and non-renewal, shall be effective until thirty (30) days after receipt of written notice by TOWN. Any indemnification provisions in this Agreement are separate and apart and in no way limited by the insurance amounts stated above.

Anything to the contrary notwithstanding, the liabilities of LCC under this Agreement shall survive and not be terminated, reduced or otherwise limited by any expiration or termination of insurance coverage. Neither approval nor failure to disapprove insurance furnished by LCC shall relieve LCC from responsibility to provide insurance as required by the contract.

19. Hazardous Substances.

(a) LCC covenants and agrees that it will not cause or permit any Hazardous Substances (the "Hazardous Substances" as hereinafter defined) to be installed, placed, stored, held, located, released or disposed of in, on, at, or under the Property. LCC further covenants and agrees to indemnify TOWN for any loss, cost, damage, liability or expense (including without limitation, attorneys' fees and other costs of legal representation) that TOWN might ever incur because of LCCs' failure to comply with the provisions of the immediately preceding sentence. For purposes of this indemnification, the term "TOWN" shall mean TOWN, as a body corporate and shall include its governing board, officers, employees, agents, successors and assigns. This indemnification is to survive the expiration or other termination of this Agreement.

(b) For the purposes of this Paragraph 16, Hazardous Substances shall mean and include all those substances, elements, materials or compounds that are included in any list of hazardous or restricted substances adopted by the United States Environmental Protection Agency (the "EPA") or any other substance, element, material or compound defined or restricted as a hazardous, toxic, radioactive or dangerous substance, material or waste by the EPA or by any other ordinance, statute, law, code, or regulation of any federal, state or local governmental entity or any agency, department or other subdivision thereof, whether now or later enacted, issued or promulgated.

20. Waiver. Any waiver at any time by TOWN of its rights with respect to LCC or with respect to any matter arising in connection with this Agreement shall not be considered a waiver with respect to any other prior or subsequent default or matter.

21. Assignment. Neither this Agreement nor any interest herein shall be transferred or assigned by LCC, nor shall any other party succeed to the interests of LCC in this Agreement.

22. Notices. Any notice, demand, or request required or authorized by this Agreement shall be deemed properly given if mailed postage prepaid, to TOWN of Davie, c/o Town Administrator's Office, 6591 Orange Drive, Davie, FL 33314, in the case of TOWN; and to Little Critter Corral, Inc., 1950 SW 115 Avenue, Davie, FL 33325, in the case of LCC, or to such other address as may be designated by either party.

23. Emergency Contact. LCC shall at all times keep the Town of Davie Town Administrator or designee advised as to the phone number and an alternate number where LCC may be reached twenty-four (24) hours per day for emergency contact.

24. Relationship of the Parties. Nothing herein contained shall be deemed or construed as creating the relationship of principal and agent or of partnership or joint venture between the parties hereto.

25. Construction of Language. Words of any gender used in this Agreement shall be held to include any other gender, and words in the singular number shall be held to include the plural when the sense requires. The paragraph headings and titles are not a part of this Agreement and shall have no effect upon the construction or interpretation of any part hereof.

26. Recording. This Agreement may be recorded in the public records of Broward County, Florida, by TOWN.

27. Law and Venue. This Agreement shall be enforced in accordance with the laws of the State of Florida. The agreed upon venue is Broward County, Florida.

28. Force Majeure. If TOWN or LCC shall be delayed in, hindered in or prevented from the performance of any act required hereunder (other than performance requiring the payment of a sum of money) by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental laws, regulations or actions, riots, insurrection, the act, failure to act or default of the other party, war or other reason beyond such party's reasonable control (excluding the unavailability of funds or financing), then the performance of such act shall be excused for the period of the delay and the period for the performance of any such act as required herein shall be extended for a period equivalent to the period of such delay.

29. Costs. Any cost, expense or liability connected with or in any manner incident to the granting, exercise, enjoyment or relinquishment of this Agreement shall be assumed and discharged by LCC.

30. Entire Agreement. This Agreement represents the full, complete and entire agreement between TOWN and LCC with respect to the subject matter hereof. No modification, alteration or amendment to this Agreement shall be binding unless in writing and executed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year set forth above.

ATTEST:

_____
Russell Muniz, Town Clerk

WITNESSES:

_____
Print Name:_____

_____
Print Name:_____

TOWN OF DAVIE

By:_____
Tom Truex, Mayor

LITTLE CRITTERS CORRAL, INC.

By: _____
Print Name:_____
Title:_____

FLORIDA COMMUNITIES TRUST
Reviewed and Approved by:

_____
Ken Reecy, Community Program Manager
Florida Community Trust

STATE OF FLORIDA
BROWARD COUNTY

The foregoing instrument was acknowledged before me this _____ day of _____, 2008, by Tom Truex and Russell Muniz, the Mayor and Town Clerk, respectively, of the TOWN of Davie, a municipal corporation and political subdivision of the State of Florida, on behalf of the TOWN. Such persons are personally known to me.

_____
_____
(Print Name)
Notary Public

STATE OF FLORIDA
BROWARD COUNTY

The foregoing instrument was acknowledged before me this _____ day of _____, 2008, by _____, the _____ of Little Critter Corral a Florida corporation, on behalf of the corporation. Such person: *(notary must check applicable box)*

__ is personally known to me; or
__ produced a current _____ driver's license as identification; or
__ produced _____ as identification.

_____
_____
(Print Name)
Notary Public

EXHIBIT "A" – LEGAL DESCRIPTION

Parcel 1:

Tract 38 in Section 21, Township 50 South, Range 40 East, of Florida Fruit Lands Company's Subdivision No. 1, according to the map or plat thereof, as recorded in Plat Book 2, Page 17, of the Public Records of Miami-Dade County, Florida, Less and Except the following:

(A)

A portion of Tract 38 in the Southwest ¼ of Section 21, Township 50 South, Range 40 East, according to the map or plat of Florida Fruit Lands Company's Subdivision No. 1, as recorded in Plat Book 2, Page 17, of the Public Records of Miami-Dade County, Florida, being more particularly described as follows:

Commence at the Southeast corner of said Section 21, Township 50 South, Range 40 East; thence run South 89° 54' 18" West along the South line of the Southeast ¼ of said Section 21 for 2640.26 feet to the Southwest corner of said Southeast ¼, the same being the Southeast corner of the Southwest ¼ of said Section 21; thence run North 00° 09' 57" West along the East line of the Southwest ¼ of said Section 21 for 661.06 feet to an intersection with the South line of Tract 38; thence run South 89° 55' 16" West along the South line of Tract 38 for 1288.19 feet to the Point of Beginning; thence continue South 89° 55' 16" West along said South line for 32.49 feet; thence North 00° 12' 47" West along the West line of Tract 38 for 140.00 feet; thence North 89° 55' 16" East for 32.82 feet; thence South 00° 04' 44" East for 140.00 feet to the Point of Beginning;

(B)

A portion of Tract 38 in the Southwest ¼ of Section 21, Township 50 South, Range 40 East, according to the map or plat of Florida Fruit Lands Company's Subdivision No. 1, as recorded in Plat Book 2, Page 17, of the Public Records of Miami-Dade County, Florida, being more particularly described as follows:

Commence at the Southeast corner of said Section 21, Township 50 South, Range 40 East; thence run South 89° 54' 18" West along the South line of the Southeast ¼ of said Section 21 for 2640.26 feet to the Southwest corner of said Southeast ¼, the same being the Southeast corner of the Southwest ¼ of said Section 21; thence run North 00° 09' 57" West along the East line of the Southwest ¼ of said Section 21 for 661.06 feet to an intersection with the South line of Tract 38; thence run South 89° 55' 16" West along the South line of Tract 38 for 261.81 feet to the Point of Beginning of the herein described parcel of land; thence continue South 89° 55' 16" West along the South line of Tract 38 for 1026.38 feet; thence run North 00° 04' 44" East for 140.00 feet; thence run North 89° 55' 16" East for 1026.38 feet; thence run South 00° 04' 44" East for 140.00 feet to the Point of Beginning;

AND

Tract 37 in Section 21, Township 50 South, Range 40 East, of Florida Fruit Lands Company's Subdivision No. 1, according to the map or plat thereof, as recorded in Plat Book 2, Page 17, of the Public Records of Miami-Dade County, Florida;

AND

The South ½ of Tract 36 in Section 21, Township 50 South, Range 40 East, of Florida Fruit Lands Company's Subdivision No. 1, according to the map or plat thereof, as recorded in Plat Book 2, Page 17, of the Public Records of Miami-Dade County, Florida;

AND

Tracts 43, 44 and the South ½ of Tract 45 in Section 21, Township 50 South, Range 40 East, of Florida Fruit Lands Company's Subdivision No. 1, according to the map or plat thereof, as recorded in Plat Book 2, Page 17, of the Public Records of Miami-Dade County, Florida; Less and Except the lands described in Warranty Deed recorded in O.R. Book 30938, Page 90, of the Public Records of Broward County, Florida, and Less and Except the following:

A portion of Tracts 25 and 26 in the Northwest ¼ and Tracts 43, 44, 45, 46, 47 and 48 in the Southwest ¼ of Section 21, Township 50 South, Range 40 East, of Florida Fruit Lands Company's Subdivision No. 1, according to the map or plat thereof, as recorded in Plat Book 2, Page 17, of the Public Records of Miami-Dade County, Florida, being more particularly described as follows:

Commence at the Northwest corner of said Section 21, Township 50 South, Range 40 East; thence run South 00° 15' 37" East along the West line of the Northwest ¼ of said Section 21 for 1985.40 feet to a point of intersection with the North line of said Tract 26, said point being the Point of Beginning of the herein described parcel of land; thence run North 89° 59' 07" East along the last described North line for 474.89 feet; thence run South 01° 16' 48" East for 478.38 feet; thence run South 13° 58' 08" East for 888.45 feet to the beginning of circular curve concave to the Northeast and having a radius of 11,224.16 feet; thence run Southeasterly 1219.79 feet along said curve through a central angle of 06° 13' 36" to an intersection with a line that is 140.00 feet Northerly of and parallel to the South line of said Tract 43; thence run North 89° 55' 16" East along the last described parallel line for 274.00 feet; thence run South 00° 12' 47" East for 140.00 feet to an intersection with the South line of Tract 38; thence run South 89° 55' 16" West along the South line of Tract 43 for 986.23 feet; thence run North 00° 04' 44" West for 140.00 feet to an intersection with a line that is 140.00 feet Northerly of and parallel to the South line of Tract 43; thence run North 89° 55' 16" East along the last described parallel line for 200.00 feet to a point on a circular curve concave to the Northeast and having a radius of 11,706.16 feet; thence from a tangent bearing of North 19° 20' 01" West, run Northwesterly for 1096.11 feet along said curve through a central angle of 05° 21' 54" to the end of said curve; thence run North 13° 58' 08" West for 113.45 feet; thence run North 15° 24' 09" West for 761.02 feet to an intersection with the West line of the Northwest ¼ of said Section 21; thence run North 00° 15' 37" West along the last described West line for 612.89 feet to the Point of Beginning;

ALSO FEE SIMPLE RIGHT OF WAY

A portion of Tract 43 in the Southwest ¼ of Section 21, Township 50 South, Range 40 East, of Florida Fruit Lands Company's Subdivision No. 1, according to the map or plat thereof, as recorded in Plat Book 2, Page 17, of the Public Records of Miami-Dade County, Florida, being more particularly described as follows:

Commence at the Southeast corner of said Section 21, Township 50 South, Range 40 East; thence run South 89° 54' 18" West along the South line of the Southeast ¼ of said Section 21 for 2640.26

feet to the Southwest corner of said Southeast ¼; thence continue South 89° 54' 18" West along the South line of the Southwest ¼ of said Section 21 for 2640.26 feet to the Southwest corner of said Section 21; thence run North 00° 15' 37" West along the West line of the Southwest ¼ of said Section 21 for 661.80 feet to a point of intersection with the South line of Tract 43, said point being the Point of Beginning of the herein described parcel of land; thence continue North 00° 15' 37" West along the West line of the Southwest ¼ of said Section 21 for 140.00 feet to an intersection with a line that is 140.00 feet Northerly of and parallel to the South line of said Tract 43; thence run North 89° 55' 16" East along the last described parallel line for 334.88 feet; thence run South 00° 04' 44" East for 140.00 feet to an intersection with the South line of said Tract 43; thence run South 89° 55' 16" West along the last described South line for 334.44 feet to the Point of Beginning.

Parcel 2:

The North ½ of Tract 36 in Section 21, Township 50 South, Range 40 East, of Florida Fruit Lands Company's Subdivision No. 1, according to the map or plat thereof, as recorded in Plat Book 2, Page 17, of the Public Records of Miami-Dade County, Florida;

AND

Tract 34 in Section 21, Township 50 South, Range 40 East, of Florida Fruit Lands Company's Subdivision No. 1, according to the map or plat thereof, as recorded in Plat Book 2, Page 17, of the Public Records of Miami-Dade County, Florida;

AND

Tracts 46, 47, and the North ½ of Tract 45 in Section 21, Township 50 South, Range 40 East, of Florida Fruit Lands Company's Subdivision No. 1, according to the map or plat thereof, as recorded in Plat Book 2, Page 17, of the Public Records of Miami-Dade County, Florida, Less and Except the lands described in Warranty Deed recorded in O.R. Book 30938, Page 93, of the Public Records of Broward County, Florida, and Less and Except the following:

A portion of Tracts 25 and 26 in the Northwest ¼ and Tracts 43, 44, 45, 46, 47 and 48 in the Southwest ¼ of Section 21, Township 50 South, Range 40 East, of Florida Fruit Lands Company's Subdivision No. 1, according to the map or plat thereof, as recorded in Plat Book 2, Page 17, of the Public Records of Miami-Dade County, Florida, being more particularly described as follows:

Commence at the Northwest corner of said Section 21, Township 50 South, Range 40 East; thence run South 00° 15' 37" East along the West line of the Northwest ¼ of said Section 21 for 1985.40 feet to a point of intersection with the North line of said Tract 26, said point being the Point of Beginning of the herein described parcel of land; thence run North 89° 59' 07" East along the last described North line for 474.89 feet; thence run South 01° 16' 48" East for 478.38 feet; thence run South 13° 58' 08" East for 888.45 feet to the beginning of a circular curve concave to the Northeast and having a radius of 11,224.16 feet; thence run Southeasterly 1219.79 feet along said curve through a central angle of 06° 13' 36" to an intersection with a line that is 140.00 feet Northerly of and parallel to the South line of said Tract 43; thence run North 89° 55' 16" East along the last described parallel line for 274.00 feet; thence run South 00° 12' 47" East for 140.00 feet to an intersection with the South line of Tract 38; thence run South 89° 55' 16" West along the South line of Tract 43 for 986.23 feet; thence run North 00° 04' 44" West for 140.00 feet to an intersection with a line that is 140.00 feet Northerly of and parallel to the South line of Tract 43; thence run

North 89° 55' 16" East along the last described parallel line for 200.00 feet to a point on a circular curve concave to the Northeast and having a radius of 11,706.16 feet; thence from a tangent bearing of North 19° 20' 01" West, run Northwesterly for 1096.11 feet along said curve through a central angle of 05° 21' 54" to the end of said curve; thence run North 13° 58' 08" West for 113.45 feet; thence run North 15° 24' 09" West for 761.02 feet to an intersection with the West line of the Northwest ¼ of said Section 21; thence run North 00° 15' 37" West along the last described West line for 612.89 feet to the Point of Beginning;

ALSO FEE SIMPLE RIGHT OF WAY

A portion of Tract 43 in the Southwest ¼ of Section 21, Township 50 South, Range 40 East, of Florida Fruit Lands Company's Subdivision No. 1, according to the map or plat thereof, as recorded in Plat Book 2, Page 17, of the Public Records of Miami-Dade County, Florida, being more particularly described as follows:

Commence at the Southeast corner of said Section 21, Township 50 South, Range 40 East; thence run South 89° 54' 18" West along the South line of the Southeast ¼ of said Section 21 for 2640.26 feet to the Southwest corner of said Southeast 1/4; thence continue South 89° 54' 18" West along the South line of the Southwest ¼ of said Section 21 for 2640.26 feet to the Southwest corner of said Section 21; thence run North 00° 15' 37" West along the West line of the Southwest ¼ of said Section 21 for 661.80 feet to a point of intersection with the South line of Tract 43, said point being the Point of Beginning of the herein described parcel of land; thence continue North 00° 15' 37" West along the West line of the Southwest ¼ of said Section 21 for 140.00 feet to an intersection with a line that is 140.00 feet Northerly of and parallel to the South line of said Tract 43; thence run North 89° 55' 16" East along the last described parallel line for 334.88 feet; thence run South 00° 04' 44" East for 140.00 feet to an intersection with the South line of said Tract 43; thence run South 89° 55' 16" West along the last described South line for 334.44 feet to the Point of Beginning.

Said lands now lying, being and situate in Broward County, Florida.

EXHIBIT "B" – DECLARATION OF RESTRICTIVE COVENANTS

This document prepared by:
Kristen L. Coons, Esq.
Florida Communities Trust
Department of Community Affairs
2555 Shumard Oak Blvd.
Tallahassee, FL 32399

FLORIDA COMMUNITIES TRUST
FF5 AWARD #05-048-FF5
FCT Contract #07-CT-90-05-F5-J1-048
DAVIE FARM PARK

DECLARATION OF RESTRICTIVE COVENANTS

THIS AGREEMENT is entered into by and between the FLORIDA COMMUNITIES TRUST ("FCT"), a nonregulatory agency within the State of Florida Department of Community Affairs, and the **TOWN OF DAVIE**, a local government of the State of Florida ("Recipient").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING FACTS:

WHEREAS, the intent of this Agreement is to impose terms and conditions on the use of the proceeds of certain bonds, hereinafter described, and the lands acquired with such proceeds, as described in Exhibit "A" attached hereto and made a part hereof ("Project Site"), that are necessary to ensure compliance with applicable Florida law and federal income tax law and to otherwise implement the provisions of Sections 259.105, 259.1051 and Chapter 380, Part III, Florida Statutes;

WHEREAS, Chapter 380, Part III, Fla. Stat., the Florida Communities Trust Act, creates a non-regulatory agency within the Department of Community Affairs ("Department") that will assist local governments in bringing into compliance and implementing the conservation, recreation and open space, and coastal elements of their comprehensive plans or in conserving natural resources and resolving land use conflicts by providing financial assistance to local governments and nonprofit environmental organizations to carry out projects and activities authorized by the Florida Communities Trust Act;

WHEREAS, FCT is funded through either Section 259.105(3)(c), Fla. Stat. of the Florida Forever Act, which provides for the distribution of twenty-two percent (22%), less certain reductions, of the net Florida Forever Revenue Bond proceeds to the Department, or any other revenue source designated by the Florida Legislature, to provide land acquisition grants to local governments and nonprofit environmental organizations for the acquisition of community-based projects, urban open spaces, parks and greenways to implement local comprehensive plans;

WHEREAS, the Florida Forever Revenue Bonds are issued as tax-exempt bonds, meaning the interest on the Bonds is excluded from the gross income of bondholders for federal income tax purposes;

WHEREAS, Rule 9K-7.009(1), Florida Administrative Code ("F.A.C."), authorizes FCT to impose conditions for funding on those FCT applicants whose projects have been selected for funding;

WHEREAS, FCT has approved the terms under which the Project Site was acquired and the deed whereby the Recipient acquired title to the Project Site. The deed shall contain such covenants and restrictions as are sufficient to ensure that the use of the Project Site at all times complies with Section 375.051, Florida Statutes and Section 9, Article XII of the State Constitution and it shall contain clauses providing for the conveyance of title to the Project Site to the Board of Trustees of the Internal Improvement Trust Fund ("Trustees") upon the failure of the Recipient to use the Project Site acquired thereby for such purposes; and

WHEREAS, the purpose of this Agreement is to set forth the covenants and restrictions that are imposed on the Project Site subsequent to disbursing FCT Florida Forever funds to the Recipient for Project Costs.

NOW THEREFORE, in consideration of the mutual covenants and undertakings set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, FCT and the Recipient do hereby contract and agree as follows:

I. PERIOD OF AGREEMENT

1. This Agreement shall begin upon execution by both parties. The covenants and restrictions contained herein shall run with the Project Site and shall bind, and the benefit shall inure to, FCT and the Recipient and their respective successors and assigns.

II. MODIFICATION OF AGREEMENT

1. Either party may request modification of the provisions of this Agreement at any time. Changes which are mutually agreed upon shall be valid only when reduced to writing and duly signed by each of the parties hereto. Such amendments shall be incorporated into this Agreement.

III. RECORDING AND APPROVAL OF DECLARATION OF RESTRICTIVE COVENANTS

1. Upon execution by the parties hereto, the Recipient shall cause this Agreement to be recorded and filed in the official public records of **Broward County, Florida**, and in such manner and in such other places as FCT may reasonably request. The Recipient shall pay all fees and charges incurred in connection therewith.

2. The Recipient and FCT agree that the State of Florida Department of Environmental

Protection shall forward this Agreement to the Department of Environmental Protection Bond Counsel for review. In the event Bond Counsel opines that an amendment is required to this Agreement so that the tax-exempt status of the Florida Forever Bonds is not jeopardized, FCT and the Recipient shall amend the Agreement accordingly.

IV. NOTICE AND CONTACT

1. All notices provided under or pursuant to this Agreement shall be in writing and delivered either by hand delivery or first class, certified mail, return receipt requested, to the addresses specified below. Any such notice shall be deemed received on the date of delivery if by personal delivery or upon actual receipt if sent by registered mail.

FCT: Florida Communities Trust
Department of Community Affairs
2555 Shumard Oak Blvd.
Tallahassee, FL 32399-2100
ATTN: Program Manager

Recipient: _____
_____
_____
ATTN: _____

2. In the event that a different representative or address is designated for paragraph 1. above after execution of this Agreement, notice of the change shall be rendered to FCT as provided in paragraph 1. above.

V. PROJECT SITE TITLE REQUIREMENTS IMPOSED BY CHAPTER 259, CHAPTER 375 AND CHAPTER 380, PART III, FLA. STAT.

1. Any transfer of the Project Site shall be subject to the approval of FCT and FCT shall enter into a new agreement with the transferee containing such covenants, clauses or other restrictions as are sufficient to protect the interest of the State of Florida.

2. The interest acquired by the Recipient in the Project Site shall not serve as security for any debt of the Recipient.

3. If the existence of the Recipient terminates for any reason, title to the Project Site shall be conveyed to the Trustees unless FCT negotiates an agreement with another local government, nonprofit environmental organization, the Florida Division of Forestry, the Florida Fish and Wildlife Conservation Commission, the Department of Environmental Protection or a Water

Management District who agrees to accept title and manage the Project Site.

4. In the event that the Project Site is damaged or destroyed or title to the Project Site, or any part thereof, is taken by any governmental body through the exercise or the threat of the exercise of the power of eminent domain, the Recipient shall deposit with FCT any insurance proceeds or any condemnation award and shall promptly commence to rebuild, replace, repair or restore the Project Site in such manner as is consistent with the Agreement. FCT shall make any such insurance proceeds or condemnation award moneys available to provide funds for such restoration work. In the event that the Recipient fails to commence or to complete the rebuilding, repair, replacement or restoration of the Project Site after notice from FCT, FCT shall have the right, in addition to any other remedies at law or in equity, to repair, restore, rebuild or replace the Project Site so as to prevent the occurrence of a default hereunder.

Notwithstanding any of the foregoing, FCT shall have the right to seek specific performance of any of the covenants and restrictions of this Agreement concerning the construction and operation of the Project Site.

VI. MANAGEMENT OF PROJECT SITE

1. The Project Site shall be managed only for the conservation, protection and enhancement of natural and historical resources and for compatible passive, natural resource-based public outdoor recreation, along with other related uses necessary for the accomplishment of this purpose. The proposed uses for the Project Site are specifically designated in the Management Plan approved by FCT.

2. The Recipient shall ensure that the future land use designation assigned to the Project Site is for a category dedicated to open space, conservation or outdoor recreation uses, as appropriate. If an amendment to the applicable comprehensive plan is required, the amendment shall be proposed at the next comprehensive plan amendment cycle available to the Recipient.

3. The Recipient shall ensure, and provide evidence thereof to FCT, that all activities under this Agreement comply with all applicable local, state, regional and federal laws and regulations, including zoning ordinances and the adopted and approved comprehensive plan for the jurisdiction, as applicable. Evidence shall be provided to FCT that all required licenses and permits have been obtained prior to the commencement of any construction.

4. The Recipient shall, through its agents and employees, prevent the unauthorized use of the Project Site or any use thereof not in conformity with the Management Plan approved by FCT.

5. FCT staff or its duly authorized representatives shall have the right at any time to inspect the Project Site and the operations of the Recipient at the Project Site.

6. All buildings, structures, improvements and signs shall require the prior written

approval of FCT as to purpose. Further, tree removal, other than non-native species, and major land alterations shall require the written approval of FCT. The approvals required from FCT shall not be unreasonably withheld by FCT upon sufficient demonstration that the proposed structures, buildings, improvements, signs, vegetation removal or land alterations will not adversely impact the natural resources of the Project Site. FCT's approval of the Recipient's Management Plan addressing the items mentioned herein shall be considered written approval from FCT.

7. If archaeological and historic sites are located on the Project Site, the Recipient shall comply with Chapter 267, Fla. Stat. The collection of artifacts from the Project Site or the disturbance of archaeological and historic sites on the Project Site shall be prohibited unless prior written authorization has been obtained from the Department of State, Division of Historical Resources.

8. As required by Rule 9K-7.013, F.A.C., each year after FCT reimbursement of Project Costs the Recipient shall prepare and submit to FCT an annual stewardship report that documents the progress made on implementing the Management Plan.

VII. SPECIAL MANAGEMENT CONDITIONS

The Management Plan for the project site is mentioned throughout this Agreement, and is particularly described in Section IV. above. In addition to the various conditions already described in this Agreement, which apply to all sites acquired with FCT funds, the Management Plan shall address the following conditions that are particular to the project site and result from either representations made in the application that received scoring points or observations made by the FCT staff during the site visit described in Rule 9K-7.009(1), F.A.C.:

1. Two or more resource-based outdoor recreational facilities including a picnic pavilion and wildlife observation platform shall be provided. The facilities shall be developed in a manner that allows the general public reasonable access for observation and appreciation of the natural resources on the project site without causing harm to those resources.

2. A permanent recognition sign, a minimum size of 3' x 4', shall be maintained in the entrance area of the project site. The sign shall acknowledge that the project site was purchased with funds from the Florida Communities Trust Florida Forever Program and the Recipient.

3. At least 12 regularly scheduled and ongoing educational classes or programs that promote the protection of natural resources shall be provided annually at the project site.

4. Interpretive signage shall be provided to educate visitors about the natural resources and unique history of the area.

5. A staffed nature center shall be developed on the project site to provide year round education programming concerning the natural environment or history of the area.

6. The project site shall be managed in a manner that protects and enhances habitat for listed wildlife species that utilize or could potentially utilize the project site, including burrowing owls. The development of the management plan shall be coordinated with the Fish and Wildlife Conservation Commission to ensure the preservation and viability of listed and non-listed native wildlife species and their habitat. Periodic surveys shall be conducted of listed species using the project site.

7. A stormwater facility shall be developed and implemented for the project site to mitigate the existing flooding in the area. The development of a stormwater plan for the project site shall be done in coordination with the South Water Management District. The proposed stormwater facilities for the project site shall be designed to provide recreation open space or wildlife habitat.

8. A comprehensive landscaping plan will be developed for the project site. The landscaping plan will make significant use of native plants.

9. An ongoing monitoring and control program for invasive vegetation including exotic (non-native) and nuisance native plant species shall be implemented at the project site. The objective of the control program shall be the elimination of invasive exotic plant species and the maintenance of a diverse association of native vegetation. The management plan shall reference the Exotic Pest Plant Council's List of Florida's Most Invasive Species to assist in identifying invasive exotics on the project site.

10. A feral animal removal program shall be developed and implemented for the project site.

11. Prior to the commencement of any proposed development activities, measures will be taken to determine the presence of any archaeological sites. All planned activities involving known archaeological sites or potential site areas shall be closely coordinated with the Department of State, Division of Historic Resources in order to prevent the disturbance of significant sites.

12. The location and design of the parking facility shall be designed to have minimal impacts on natural resources. The parking area shall incorporate pervious material wherever feasible.

13. Bike parking stands shall be installed at the project site to provide an alternative to automobile transportation to the project site.

14. The development and management of the project site shall be managed as part of the Davie Recreational Trail.

15. Proposed site improvements shall be designed and located to minimize or eliminate the long-term risk of storm damage or flooding in conjunction with appropriate hazard mitigation agencies or experts.

16. The requirements imposed by other grant program funds that may be sought for activities associated with the project site shall not conflict with the terms and conditions of this award.

VIII. OBLIGATIONS OF THE RECIPIENT RELATING TO THE USE OF BOND PROCEEDS

1. FCT is authorized by Section 380.510, Fla. Stat. to impose conditions for funding on the Recipient in order to ensure that the project complies with the requirements for the use of Florida Forever Bond proceeds including, without limitation, the provisions of the Internal Revenue Code and the regulations promulgated thereunder as the same pertain to tax exempt bonds.

2. The Recipient agrees and acknowledges that the below listed transactions, events, and circumstances, collectively referred to as the "disallowable activities," may be disallowed on the Project Site as they may have negative legal and tax consequences under Florida law and federal income tax law. The Recipient further agrees and acknowledges that these disallowable activities may be allowed up to a certain extent based on guidelines or tests outlined in the Federal Private Activity regulations of the Internal Revenue Service:

a. any sale or lease of any interest in the Project Site to a non-governmental person or organization;

b. the operation of any concession on the Project Site by a non-governmental person or organization;

c. any sales contract or option to buy or sell things attached to the Project Site to be severed from the Project Site with a non-governmental person or organization;

d. any use of the Project Site by a non-governmental person other than in such person's capacity as a member of the general public;

e. any change in the character or use of the Project Site from that use expected at the date of the issuance of any series of Bonds from which the disbursement is to be made;

f. a management contract for the Project Site with a non-governmental person or organization; or

g. such other activity or interest as may be specified from time to time in writing by FCT to the Recipient.

3. If the Project Site, after its acquisition by the Recipient and/or the Trustees, is to

remain subject to any of the disallowable activities, the Recipient shall provide notice to FCT, as provided for in paragraph III.1. above, at least sixty (60) calendar days in advance of any such transactions, events or circumstances, and shall provide FCT such information as FCT reasonably requests in order to evaluate for approval the legal and tax consequences of such disallowable activities.

4. In the event that FCT determines at any time that the Recipient is engaging, or allowing others to engage, in disallowable activities on the Project Site, the Recipient shall immediately cease or cause the cessation of the disallowable activities upon receipt of written notice from FCT. In addition to all other rights and remedies at law or in equity, FCT shall have the right to seek temporary and permanent injunctions against the Recipient for any disallowable activities on the Project Site.

DELEGATIONS AND CONTRACTUAL ARRANGEMENTS BETWEEN THE RECIPIENT AND OTHER GOVERNMENTAL BODIES, NONPROFIT ENTITIES OR NON GOVERNMENTAL PERSONS FOR USE OR MANAGEMENT OF THE PROJECT SITE WILL IN NO WAY RELIEVE THE RECIPIENT OF THE RESPONSIBILITY TO ENSURE THAT THE CONDITIONS IMPOSED HEREIN ON THE PROJECT SITE AS A RESULT OF UTILIZING BOND PROCEEDS TO ACQUIRE THE PROJECT SITE ARE FULLY COMPLIED WITH BY THE CONTRACTING PARTY.

IX. RECORDKEEPING; AUDIT REQUIREMENTS

1. The Recipient shall maintain financial procedures and support documents, in accordance with generally accepted accounting principles, to account for the receipt and expenditure of funds under this Agreement. These records shall be available at all reasonable times for inspection, review or audit by state personnel, FCT and other personnel duly authorized by FCT. "Reasonable" shall be construed according to the circumstances, but ordinarily shall mean the normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

2. If the Recipient expends a total amount of State financial assistance equal to or in excess of $500,000 in any fiscal year of such Recipient, the Recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Fla. Stat., the applicable rules of the Executive Office of the Governor and the Comptroller and Chapter 10.550 (local government entities) or Chapter 10.650 (nonprofit organizations), Rules of the Auditor General. In determining the State financial assistance expended in its fiscal year, the Recipient shall consider all sources of State financial assistance, including State funds received from FCT, other state agencies and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements. The funding for this Agreement was received by FCT as a grant appropriation.

In connection with the audit requirements addressed herein, the Recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Fla. Stat. This includes submission of a

reporting package as defined by Section 215.97(2)(d), Fla. Stat. and Chapter 10.550 (local government entities) or 10.650 (nonprofit organizations), Rules of the Auditor General.

3. If the Recipient expends less than $500,000 in State financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Fla. Stat. is not required. If the Recipient elects to have an audit conducted in accordance with the provisions of Section 215.97, Fla. Stat., the cost of the audit must be paid from non-State funds (i.e., the cost of such an audit must be paid from Recipient funds not obtained from a State entity).

4. The annual financial audit report shall include all management letters, the Recipient's response to all findings, including corrective actions to be taken, and a schedule of financial assistance specifically identifying all Agreement and other revenue by sponsoring agency and agreement number. Copies of financial reporting packages required under this Article shall be submitted by or on behalf of the Recipient directly to each of the following:

Department of Community Affairs (at each of the following addresses):
Office of Audit Services
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

and

Florida Communities Trust
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

State of Florida Auditor General at the following address:
Auditor General's Office
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32302-1450

5. If the audit shows that any portion of the funds disbursed hereunder were not spent in accordance with the conditions of this Agreement, the Recipient shall be held liable for reimbursement to FCT of all funds not spent in accordance with the applicable regulations and Agreement provisions within thirty (30) days after FCT has notified the Recipient of such non-compliance.

6. The Recipient shall retain all financial records, supporting documents, statistical records and any other documents pertinent to this Agreement for a period of five years after the date of submission of the final expenditures report. However, if litigation or an audit has been initiated prior to the expiration of the five-year period, the records shall be retained until the litigation or audit findings have been resolved.

7. The Recipient shall have all audits completed in accordance with Section 215.97, Fla. Stat. performed by an independent certified public accountant ("IPA") who shall either be a certified public accountant or a public accountant licensed under Chapter 473, Fla. Stat. The IPA shall state that the audit complied with the applicable provisions noted above.

X. DEFAULT; REMEDIES; TERMINATION

1. If any essential term or condition of the Declaration of Restrictive Covenants is violated by the Recipient or by some third party with the knowledge of the Recipient, the Recipient shall be notified of the violation by written notice given by personal delivery, registered mail or registered expedited service. The recipient shall diligently commence to cure the violation or complete curing activities within thirty (30) days after receipt of notice of the violation. If the curing activities can not be reasonably completed within the specified thirty (30) day time frame, the Recipient shall submit a timely written request to the FCT Program Manager that includes the status of the current activity, the reasons for the delay and a time frame for the completion of the curing activities. FCT shall submit a written response within thirty (30) days of receipt of the request and approval shall not be unreasonably withheld. It is FCT's position that all curing activities shall be completed within one hundred twenty (120) days of the Recipient's notification of the violation. However, if the Recipient can demonstrate extenuating circumstances exist to justify a greater extension of time to complete the activities, FCT shall give the request due consideration. If the Recipient fails to correct the violation within either (a) the initial thirty (30) day time frame or (b) the time frame approved by FCT pursuant to the Recipient's request, fee simple title to all interest in the Project Site shall be conveyed to the Trustees unless FCT negotiates an agreement with another local government, nonprofit environmental organization, the Florida Division of Forestry, the Florida Fish and Wildlife Conservation Commission, the Department of Environmental Protection or a Water Management District, who agrees to accept title and manage the Project Site. FCT shall treat such property in accordance with Section 380.508(4)(e), Fla. Stat.

XI. STANDARD CONDITIONS

1. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall lie in Leon County. If any provision hereof is in conflict with any applicable statute or rule, or is otherwise unenforceable, then such provision shall be deemed null and void to the extent of such conflict and shall be severable, but shall not invalidate any other provision of this Agreement.

2. No waiver by FCT of any right or remedy granted hereunder or failure to insist on strict performance by the Recipient shall affect or extend or act as a waiver of any other right or remedy of FCT hereunder, or affect the subsequent exercise of the same right or remedy by FCT for any further or subsequent default by the Recipient.

3. The Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), if applicable, which prohibits discrimination by public and private entities on the basis of disability in the areas of employment, public accommodations, transportation, State and local government services, and in telecommunications.

4. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit lease bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of Category Two for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

5. No funds or other resources received from FCT in connection with this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

This Agreement including Exhibit "A" embodies the entire agreement between the parties.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement.

Witness:

Phillip R. Holst

Print Name: Phillip R. Holst

Jeneria R Edwards

Print Name: JENEVIA R EDWARDS

TOWN OF DAVIE, a local government of the State of Florida

By: _____

Date: 4/5/07

Approved as to Form and Legality:

By: _____

Print Name: JAMES CRAIG

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 5th day of April, 2007, by Tom Truex on behalf of the Local Government, and who is personally known to me.

Barbara McDaniel

Notary Public

Print Name: _____

Commission No. _____

My Commission Expires: _____

Notary Public State of Florida
Barbara McDaniel
My Commission DD642841
Expires 03/25/2011

Witness:

Print Name: John Sing

Print Name: GAYLE H. BRETT

FLORIDA COMMUNITIES TRUST

By: _____
Janice Browning, Director, Division of Housing and Community Development

Date: 4/23/07

Approved as to Form and Legality:
By: _____
Kristen L. Coons, Trust Counsel

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 23rd day of April, 2007, by Janice Browning, Director, Division of Housing and Community Development. She is personally known to me.

_____
Notary Public
Print Name: _____
Commission No. _____
My Commission Expires: _____

GAYLE H. BRETT
MY COMMISSION EXPIRES
October 6, 2010
#DD582495
Bonded Thru
Fla. Fain-Insurance 800-385-7019
NOTARY PUBLIC, STATE OF FLORIDA

EXHIBIT A

Legal Description
Page 1 of 4

PARCEL I

Tract 38, of FLORIDA FRUIT LANDS COMPANY SUBDIVISION NO. 1, in Section 21, Township 50 South, Range 40 East, according to the Plat thereof, as recorded in Plat Book 2, Page 17, of the Public Records of Miami-Dade County, Florida, lying and situated in Broward County, Florida, LESS AND EXCEPT the following:

(A)

A portion of Tract 38 in the Southwest 1/4 of Section 21, Township 50 South, Range 40 East, according to the Plat of FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1, as recorded in Plat Book 2, at Page 17 of the Public Records of Miami-Dade County, Florida, being more particularly described as follows:

Commence at the Southeast corner of said Section 21, Township 50 South, Range 40 East; thence run South 89°54'18" West along the South line of the Southeast 1/4 of said Section 21 for 2640.26 feet to the Southwest corner of said Southeast 1/4, the same being the Southeast corner of the Southwest 1/4 of said Section 21; thence run North 0°09'57" West along the East line of the Southwest 1/4 of said Section 21 for 661.06 feet to an intersection with the South line of Tract 38; thence run South 89°55'16" West along the South line of Tract 38 for 1288.19 feet to the Point of Beginning; thence continue South 89°55'16" West along said South line for 32.49 feet; thence North 00°12'47" West along the West line of Tract 38 for 140.00 feet; thence North 89°55'16" East for 32.82 feet; thence South 00°04'44" East for 140.00 feet to the Point of Beginning.

Together with all rights of ingress, egress, light, air and view between the grantor remaining property and any facility constructed on the above described property.

(B)

A portion of Tract 38 in the Southwest 1/4 of Section 21, Township 50 South, Range 40 East, according to the Plat of FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1, as recorded in Plat Book 2, at Page 17, of the Public Records of Miami-Dade County, Florida, being more particularly described as follows:

Commence at the Southeast corner of said Section 21, Township 50 South, Range 40 East; thence run South 89°54'18" West along the South line of the Southeast 1/4 of said Section 21 for 2640.26 feet to the Southwest corner of said Southeast 1/4, the same being the Southeast corner of the Southwest 1/4 of said Section 21; thence run North 0°09'57" West along the East line of the Southwest 1/4 of said Section 21 for 661.06 feet to an intersection with the South line of Tract 38; thence run South 89°55'16" West along the South line of Tract 38 for 261.81 feet to the Point of Beginning of the herein described parcel of land; thence continue South 89°55'16" West along the South line of Tract 38 for 1026.38 feet; thence run North 0°04'44" East for 140.00 feet; thence run North 89°55'16" East for 1026.38 feet; thence run South 0°04'44" East for 140.00 feet to the Point of Beginning.

Tract 37 of FLORIDA FRUIT LANDS COMPANY SUBDIVISION NO. 1, in Section 21, Township 50 South,

Range 40 East, according to the Plat thereof, as recorded in Plat Book 2, Page 17, of the Public Records of Miami-Dade County, Florida, lying and situated in Broward County, Florida.

AND

The South 1/2 of Tract 36 of FLORIDA FRUIT LANDS COMPANY SUBDIVISION NO. 1, in Section 21, Township 50 South, Range 40 East, according to the Plat thereof, as recorded in Plat Book 2, Page 17, of the Public Records of Miami-Dade County, Florida, lying and situated in Broward County, Florida.

AND

Tracts 43, 44 and the South 1/2 of Tract 45 of FLORIDA FRUIT LANDS COMPANY SUBDIVISION NO. 1, in Section 21, Township 50 South, Range 40 East, according to the Plat thereof, as recorded in Plat Book 2, Page 17, of the Public Records of Miami-Dade County, Florida, lying and situated in Broward County, Florida; LESS AND EXCEPT the lands described in Warranty Deed filed in Official Records Book 30938, Page 90, of the Public Records of Broward County, Florida and LESS AND EXCEPT the following:

A portion of Tracts 35 and 36 in the Northwest 1/4 and Tracts 41, 44, 45, 46, 47 and 48 in the Southwest 1/4 of Section 21, Township 50 South, Range 40 East, according to the Plat of FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1, as recorded in Plat Book 2, at Page 17, of the Public Records of Miami-Dade County, Florida, being more particularly described as follows:

Commence at the Northwest corner of said Section 21, Township 50 South, Range 40 East; thence run South 0°15'37" East along the West line of the Northwest 1/4 of said Section 21 for 1985.46 feet to a point of intersection with the North line of said Tract 26, said point being the Point of Beginning of the herein described parcel of land; thence run North 89°59'07" East along the last described North line for 474.89 feet; thence run South 1°16'48" East for 476.38 feet; thence run South 13°58'08" East for 886.45 feet to the beginning of a circular curve concave to the Northeast and having a radius of 11,274.16 feet; thence run Southeasterly 1219.79 feet along said curve through a central angle of 6°12'36" to an intersection with a line that is 140.00 feet Northerly of and parallel to the South line of said Tract 43; thence run North 89°55'16" East along the last described parallel line for 274.00 feet; thence run South 0°12'47" East for 140.00 feet to an intersection with the South line of Tract 38; thence run South 89°55'16" West along the South line of Tract 43 for 986.23 feet; thence run North 0°04'44" West for 140.00 feet to an intersection with a line that is 140.00 feet Northerly of and parallel to the South line of Tract 43; thence run North 89°55'16" East along the last described parallel line for 200.00 feet to a point on a circular curve concave to the Northeast and having a radius of 11,706.16 feet; thence from a tangent bearing of North 19°20'01" West, run Northwesterly for 1096.11 feet along said curve through a central angle of 5°21'54" to the end of said curve; thence run North 13°58'08" West for 113.45 feet; thence run North 15°24'09" West for 761.62 feet to an intersection with the West line of the Northwest 1/4 of said Section 21; thence run North 0°15'37" West along the last described West line for 612.89 feet to the Point of Beginning.

Together with all rights of ingress, egress, light, air and view between the grantors' remaining property and any facility constructed on the above described property.

ALSO FEE SIMPLE RIGHT OF WAY

A portion of Tract 43 in the Southwest 1/4 of Section 21, Township 50 South, Range 40 East, according to the Plat of FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1, as recorded in Plat Book 2, at Page 17 of the Public Records of Miami-Dade County, Florida, being more particularly described as follows:

Commence at the Southeast corner of said Section 21, Township 50 South, Range 40 East; thence run

South 89°54'18" West along the South line of the Southeast 1/4 of said Section 21 for 2640.26 feet to the Southwest corner of said Southeast 1/4; thence continue South 89°54'18" West along the South line of the Southwest 1/4 of said Section 21 for 2640.26 feet to the Southwest corner of said Section 21; thence run North 0°15'37" West along the West line of the Southwest 1/4 of said Section 21 for 661.80 feet to a point of intersection with the South line of Tract 43, said point being the Point of Beginning of the herein described parcel of land; thence continue North 0°15'37" West along the West line of the Southwest 1/4 of said Section 21 for 140.00 feet to an intersection with a line that is 140.00 feet Northerly of and parallel to the South line of said Tract 43; thence run North 89°55'16" East along the last described parallel line for 334.88 feet; thence run South 0°04'44" East for 140.00 feet to an intersection with the South line of said Tract 43; thence run South 89°55'16" West along the last described South line for 334.44 feet to the Point of Beginning.

PARCEL 2

The North 1/2 of Tract 36 of FLORIDA FRUIT LANDS COMPANY SUBDIVISION NO. 1, in Section 21, Township 50 South, Range 40 East, according to the Plat thereof, as recorded in Plat Book 2, at Page 17, of the Public Records of Miami-Dade County, Florida, lying and situated in Broward County, Florida.

AND

Tract 34 of FLORIDA FRUIT LANDS COMPANY SUBDIVISION NO. 1, in Section 21, Township 50 South, Range 40 East, according to the Plat thereof, as recorded in Plat Book 2, at Page 17, of the Public Records of Miami-Dade County, Florida, lying and situated in Broward County, Florida.

AND

Tracts 46, 47, and the North 1/2 of Tract 45 of FLORIDA FRUIT LANDS COMPANY SUBDIVISION NO. 1, in Section 21, Township 50 South, Range 40 East, according to the Plat thereof, as recorded in Plat Book 2, at Page 17, of the Public Records of Miami-Dade County, Florida, lying and situated in Broward County, Florida, LESS AND EXCEPT the lands described in Warranty Deed filed in Official Records Book 30938, Page 93, of the Public Records of Broward County, Florida, and LESS AND EXCEPT the following:

A portion of Tracts 25 and 26 in the Northwest 1/4 and Tracts 43, 44, 45, 46, 47 and 48 in the Southwest 1/4 of Section 21, Township 50 South, Range 40 East, according to the Plat of FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1, as recorded in Plat Book 2, at Page 17, of the Public Records of Miami-Dade County, Florida, being more particularly described as follows:

Commence at the Northwest corner of said Section 21, Township 50 South, Range 40 East; thence run South 0°15'37" East along the West line of the Northwest 1/4 of said Section 21 for 1985.40 feet to a point of intersection with the North line of said Tract 26, said point being the Point of Beginning of the herein described parcel of land; thence run North 89°59'07" East along the last described North line for 474.89 feet; thence run South 1°16'48" East for 478.38 feet; thence run South 13°58'08" East for 888.45 feet to the beginning of a circular curve concave to the Northeast and having a radius of 11,224.16 feet; thence run Southeasterly 1219.79 feet along said curve through a central angle of 6°13'36" to an intersection with a line that is 140.00 feet Northerly of and parallel to the South line of said Tract 43; thence run North 89°55'16" East along the last described parallel line for 274.00 feet; thence run South 8°12'47" East for 140.00 feet to an intersection with the South line of Tract 36; thence run South 89°55'16" West along the South line of Tract 43 for 986.23 feet; thence run North 0°04'44" West for 140.00 feet to an intersection with a line that is 140.00 feet Northerly of and parallel to the South line of Tract 43; thence run North 89°55'16" East along the last described parallel line for 200.00 feet to a point on a circular curve concave to the Northeast and having a radius of 11,766.16 feet; thence from a tangent bearing of North 19°30'01" West, run Northwesterly for 1006.11 feet along said curve through a central angle of 5°21'54" to the end of said curve; thence run North 13°58'08" West for 113.45 feet;

thence run North 15°24'08" West for 261.82 feet to an intersection with the West line of the Northwest 1/4 of said Section 21; thence run North 0°15'37" West along the last described West line for 612.89 feet to the Point of Beginning.

Together with all rights of ingress, egress, light, air and view between the grantors' remaining property and any facility constructed on the above described property.

ALSO FEE SIMPLE RIGHT OF WAY

A portion of Tract 43 in the Southwest 1/4 of Section 21, Township 50 South, Range 40 East, according to the Plat of FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1, as recorded in Plat Book 2, at Page 17 of the Public Records of Miami-Dade County, Florida, being more particularly described as follows:

Commence at the Southeast corner of said Section 21, Township 50 South, Range 40 East; thence run South 89°54'18" West along the South line of the Southeast 1/4 of said Section 21 for 2640.26 feet to the Southwest corner of said Southeast 1/4; thence continue South 89°54'18" West along the South line of the Southwest 1/4 of said Section 21 for 2640.26 feet to the Southwest corner of said Section 21; thence run North 0°15'37" West along the West line of the Southwest 1/4 of said Section 21 for 661.83 feet to a point of intersection with the South line of Tract 43, said point being the Point of Beginning of the hereinbed described parcel of land; thence continue North 0°15'37" West along the West line of the Southwest 1/4 of said Section 21 for 140.00 feet to an intersection with a line that is 140.00 feet Northerly of and parallel to the South line of said Tract 43; thence run North 89°55'16" East along the last described parallel line for 334.88 feet; thence run South 0°04'44" East for 140.00 feet to an intersection with the South line of said Tract 43; thence run South 89°55'16" West along the last described South line for 334.84 feet to the Point of Beginning.