

RESOLUTION NO. 2009 - 082

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA ACCEPTING A BROWARD COUNTY LAND STEWARDSHIP PARTNERS IN PRESERVATION PROGRAM GRANT IN THE AMOUNT OF FIFTY THOUSAND DOLLARS (\$50,000.00); APPROVING A GRANT AGREEMENT BETWEEN BROWARD COUNTY AND THE TOWN OF SOUTHWEST RANCHES PROVIDING FUNDING FOR PARK DEVELOPMENT WITHIN THE TOWN'S SOUTHWEST MEADOWS SANCTUARY PARK; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO ENTER INTO THE GRANT AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on February 19, 2009, pursuant to Resolution No. 2009-041, the Town Council approved the submission of a grant application to the Broward County Partners In Preservation Grant Program; and

WHEREAS, this grant will provide funds to clear exotic and invasive species from the Southwest Meadows Sanctuary site and to preserve the native plant communities, specifically the Red Bay Head portion of the site.

WHEREAS, the Town Council requires that all awarded grant agreements be approved by the Town Council prior to acceptance; and

WHEREAS, the Town Council has determined that acceptance of these grant funds for removal of invasive exotic vegetation and planting of native plant species on the Town's Southwest Meadows Sanctuary Park is in the best interest of the Town and its residents.

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Southwest Ranches, Florida:

Section 1. The above-referenced recitals are true and correct and are incorporated herein by reference.

Section 2. The Town Council hereby approves the Agreement between the Town of Southwest Ranches and Broward County, providing funding in the amount of Fifty Thousand Dollars (\$50,000.00) for ecological restoration and sustainable development of the Town's Southwest Meadows Sanctuary Park, as attached hereto and incorporated herein by reference as Exhibit "A".

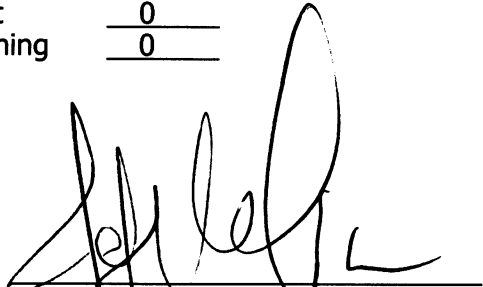
Section 3. The Town Council hereby authorizes the Mayor, Town Administrator, and Town Attorney to enter into the Agreement in substantially the same form as that attached hereto as Exhibit "A," and to make such modifications, additions, and/or deletions which they deem necessary and proper to effectuate the intent of this Resolution.

Section 4. That this Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED by the Town Council of the Town of Southwest Ranches, Florida, this 3rd day of September 2009 on a motion by Council Member McKay and seconded by Council Member Knight.

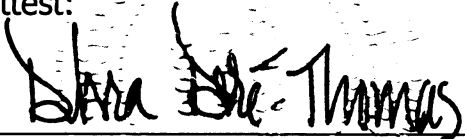
Nelson	<u>YES</u>
Breitkreuz	<u>YES</u>
Fisikelli	<u>YES</u>
Knight	<u>YES</u>
McKay	<u>YES</u>

Ayes	<u>5</u>
Nays	<u>0</u>
Absent	<u>0</u>
Abstaining	<u>0</u>



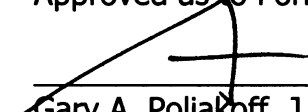
Jeff Nelson, Mayor

Attest:



Debra Dore Thomas, CMC, Town Clerk

Approved as to Form and Correctness:



Gary A. Poliakoff, J.D., Town Attorney
ACTIVE: 2676071_1

A G R E E M E N T

Between

BROWARD COUNTY

and

TOWN OF SOUTHWEST RANCHES

for

SOUTHWEST MEADOWS SANCTUARY

through the

BROWARD COUNTY LAND STEWARDSHIP PROGRAM

This Agreement, made and entered into by and between BROWARD COUNTY, a political subdivision of the state of Florida, hereinafter referred to as "COUNTY,"

and

TOWN OF SOUTHWEST RANCHES, a municipal corporation of the state of Florida, hereinafter referred to as "TOWN",

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

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

WHEREAS, TOWN has been awarded funding under the Grant Program for Southwest Meadows Sanctuary; and

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

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

ARTICLE 1
SCOPE OF SERVICES

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

ARTICLE 2
TERM AND TIME OF PERFORMANCE

- 2.1 The term of this Agreement shall begin on the date Agreement is fully executed by both parties and shall end one (1) year after. TOWN may request up to one (1) extension of up to six (6) months for completion of the Project, subject to approval by COUNTY Administrator. Any extension request shall be in writing and delivered to the Grant Program Administrator at least sixty (60) days prior to the end of the term.

- 2.2 TOWN agrees that it will comply with the construction time table included in Exhibit "B," attached hereto, excepting bona fide force majeure delays.

ARTICLE 3 COMPENSATION

- 3.1 COUNTY agrees to pay CITY/TOWN, in the manner specified in Section 3.3, the total amount of (not to exceed) **Fifty thousand Dollars (\$50,000)** for Project pursuant to this Agreement. It is acknowledged and agreed by TOWN that this amount is the maximum payable and constitutes a limitation upon COUNTY's obligation to compensate TOWN for services and expenses related to this Agreement. This maximum amount, however, does not constitute a limitation, of any sort, upon TOWN's obligation to perform all items of work required by or which can be reasonably inferred for the Project from the Grant Project Description.
- 3.2 The Grant Program Administrator is responsible for ensuring performance of the terms and conditions of this Agreement and shall approve all requests from TOWN for payment prior to payment. TOWN shall furnish to the Grant Program Administrator a copy of the Project's construction contract(s) within fifteen (15) days of full execution of Agreement.

3.3 METHOD OF BILLING AND PAYMENT

- 3.3.1 Upon completion of the Project and approval by the COUNTY, TOWN may submit an invoice(s) for reimbursement in the funding amount set forth herein. The invoice should be received by the Grant Program Administrator's office no later than sixty (60) days after this Agreement expires. Invoices shall designate the nature of the services performed and the expenses incurred.
- 3.3.2 Documentation as required in Exhibit "A" must accompany any request for payment. Invoices shall be certified by TOWN's authorized official.
- 3.3.3 COUNTY shall pay TOWN within thirty (30) calendar days of receipt of TOWN's proper invoice, as required by the "Broward County Prompt Payment Ordinance" (Broward County Ordinance No. 89-49, as may be amended from time to time). To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and must be submitted on the form and pursuant to instructions prescribed by COUNTY. Payment may be withheld for failure of TOWN to comply with a term, condition, or requirement of this Agreement.

- 3.4 Notwithstanding any provision of this Agreement to the contrary, COUNTY may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work which has not been remedied or resolved in a manner satisfactory to the Grant Program Administrator. The amount withheld shall not be subject to payment of interest by COUNTY.
- 3.5 If it becomes necessary for COUNTY to demand a refund of any or all funds paid to TOWN pursuant to this Agreement, TOWN agrees to remit said funds to COUNTY within sixty (60) days after notification. If not returned within sixty-(60) days, TOWN agrees that any further TOWN requests for funding, as to this or any other program under COUNTY's administration, may be denied until the funds have been returned.
- 3.6 Payment shall be made to TOWN at:

Town Administrator
Town of Southwest Ranches
6589 SW 160 Avenue
Southwest Ranches, FL. 33331

ARTICLE 4 LIABILITY

TOWN is a municipal corporation existing under the laws of the state of Florida, as defined in Section 768.28, Florida Statutes, and is fully responsible for acts and omissions of its agents, contractors, or employees to the extent permitted by law. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable. Nothing herein shall be construed as consent by a state agency or political subdivision of the state of Florida to be sued by third parties, in any matter, arising out of this Agreement or any other contract.

ARTICLE 5 INSURANCE

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

ARTICLE 6
TERMINATION

- 6.1 This Agreement may be terminated for cause by action of the Board or by TOWN upon thirty (30) days written notice by the party that elected to terminate, or for convenience by action of the Board upon, not less than, ten (10) days written notice by the Grant Program Administrator. Grant Program Administrator may terminate this Agreement upon such notice, as the Grant Program Administrator deems appropriate under the circumstances, in the event the Grant Program Administrator determines that termination is necessary to protect the public health, safety, or welfare.
- 6.2 Notices shall be provided in accordance with "NOTICES" section of this Agreement (Section 8.5); except that notice of termination deemed by the Grant Program Administrator necessary to protect the public health, safety, or welfare may be verbal and promptly confirmed in writing in accordance with the "NOTICES" section of this Agreement.
- 6.3 In the event this Agreement is terminated for convenience, TOWN shall be paid for any services performed to the date this Agreement is terminated; however, upon being notified of COUNTY's election to terminate, TOWN shall refrain from performing further services or incurring additional expenses under the terms of this Agreement. TOWN acknowledges and agrees that Ten Dollars (\$10.00) of the compensation to be paid by COUNTY, the adequacy of which is hereby acknowledged by TOWN, is given as specific consideration for COUNTY's right to terminate this Agreement for convenience.
- 6.4 COUNTY shall have the right to terminate this Agreement and demand refund of Program funds provided to TOWN for noncompliance with the terms and conditions of the Program guidelines. Failure to comply with these terms and conditions shall result in COUNTY declaring TOWN ineligible for further participation in the Program until such time as TOWN complies therewith.
- 6.5 In the event this Agreement is terminated, any compensation payable by COUNTY shall be withheld until all documents are provided to COUNTY pursuant to Section 8.1.

ARTICLE 7
FINANCIAL STATEMENTS

- 7.1 Within one hundred twenty (120) days after the expiration of this Agreement, TOWN shall provide to COUNTY two (2) copies of a schedule of revenues and expenditures and special report on specific accounts to account for services and/or

projects during TOWN's fiscal years for which funds were provided. The report shall be prepared by an independent certified public accountant or TOWN's internal auditor in a form acceptable to COUNTY Auditor. The schedule of revenues and expenditures shall include:

- a. All revenues relating to the services and/or Project classified by the source of the revenues.
- b. All expenditures relating to the services and/or Project classified by the type of expenditures, to include the criteria set forth in Exhibits "A" and "B" of this Agreement.

7.2 If the special report is prepared by an independent certified public accountant, it shall be in accordance with Section 623 of the Codification of Statements on Auditing Standards as promulgated by the American Institute of Certified Public Accountants. If the special report is prepared by TOWN's internal auditor, it shall be as nearly in accordance with those sections as the status of the internal auditor permits, realizing that the internal auditor may not issue the opinions required therein. A transmittal letter signed by TOWN's internal auditor must accompany the special report. The special report shall include:

- a. The statement, "No funds, including interest earned on such funds, are due back to the County" or, it shall include a listing of funds, including interest earned on such funds, which are due back to COUNTY.
- b. An opinion (finding, in the case of an internal auditor) as to whether the funds received under the applicable grant agreement with COUNTY have been expended in accordance with this Agreement.

7.3 The special report shall include all requirements of Section 7.2 above for the entire scope of the services or Project covered by this Agreement, even if a part of the services or Project were performed during the previous fiscal year(s) or continue past the end of TOWN's current fiscal year.

7.4 Any corrections to the special report requested by COUNTY shall be made and submitted to COUNTY, in writing, within sixty (60) days after written request is received.

7.5 Failure of TOWN to meet these financial reporting requirements shall result in suspension of payment under this Agreement or any subsequent grant agreement in effect and disqualify TOWN from obtaining future grant awards until such financial statements are received and accepted by COUNTY.

- 7.6 TOWN acknowledges submission of financial statements to any other Broward County office, agency, or division does not constitute compliance with requirements to submit that material to the Grant Program Administrator for this Agreement.
- 7.7 TOWN agrees to reimburse COUNTY any and all funds not used in strict compliance with this Agreement.

ARTICLE 8 MISCELLANEOUS

8.1 OWNERSHIP OF DOCUMENTS

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

8.2 AUDIT RIGHT AND RETENTION OF RECORDS

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

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

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

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

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

TOWN shall comply with Title I of the Americans with Disabilities Act regarding nondiscrimination on the basis of disability in employment and further shall not discriminate against any employee or applicant for employment because of race, age, religion, color, gender, sexual orientation, national origin, marital status, political affiliation, or physical or mental disability. In addition, TOWN 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.

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

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

8.3 INDEPENDENT CONTRACTOR

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

8.4 THIRD PARTY BENEFICIARIES

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

8.5 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 COUNTY:

Director
Broward County Natural Resources Planning and Management Division
One University Drive, Suite 301
Plantation, Florida 33324

FOR TOWN:

Town Administrator
Town of Southwest Ranches
6589 SW 160 Avenue
Southwest Ranches, FL. 33331

8.6 ASSIGNMENT AND PERFORMANCE

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

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

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

8.7 CONFLICTS

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

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

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

8.8 AMENDMENTS

Except for the provisions set forth in Article 1, no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the Board and TOWN.

8.9 WAIVER OF BREACH AND MATERIALITY

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

8.10 COMPLIANCE WITH LAWS

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

8.11 SEVERANCE

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

8.12 JOINT PREPARATION

The parties hereto acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein, and that the preparation of this Agreement has been a joint effort of the parties, the language has been agreed to by parties to express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

8.13 PRIORITY OF PROVISIONS

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

8.14 APPLICABLE LAW AND VENUE

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

8.15 PRIOR AGREEMENTS

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

8.16 INCORPORATION BY REFERENCE

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

8.17 MULTIPLE ORIGINALS

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

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

COUNTY

WITNESSES:

BROWARD COUNTY, by and through its
County Administrator

By _____
County Administrator

_____ day of _____, 20__.

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

Insurance requirements
approved by Broward County
Risk Management Division

By _____

By _____
Maite Azcoitia
Deputy County Attorney

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AGREEMENT BETWEEN BROWARD COUNTY AND TOWN OF SOUTHWEST RANCHES FOR BROWARD LAND STEWARDSHIP PROGRAM

TOWN

WITNESSES:

Janita Romance

TOWN OF SOUTHWEST RANCHES

By [Signature]
Jeff Nelson, Mayor
(insert title)

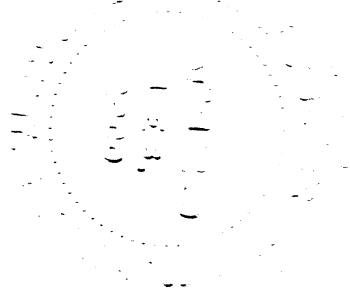
ATTEST:

Debra Doré-Thomas
Debra Doré-Thomas, CMC,
Town Clerk

21st day of September, 2009.

APPROVED AS TO FORM:

(CORPORATE SEAL)



By [Signature]
Gary A. Poliakoff, J.D., Town Attorney

EXHIBIT "A"
PROGRAM GUIDELINES—PARTNERS IN PRESERVATION

Qualified Applicants

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

Funding Requirement

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

Project Match Requirement

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

Minimum Criteria

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

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

7. The project has a method to protect any already existing native plant species present in the project site.

Award Process Information

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

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

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

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EXHIBIT "B"
SOUTHWEST MEADOWS SANCTUARY – PROPOSED SCHEDULE
(brief description with month proposed for start and completion)

Following mutual agency Approval and execution of Agreement, the following schedule is proposed for construction of the project:

<u>Project Element:</u>	<u>Proposed completion date:</u>
Procurement of services: removal of invasive exotics, corrective/structural pruning of species to be preserved	March 2010
Corrective/Structural Pruning of species to be preserved	April 2010
Removal of invasive exotics	April 2010
Site preparation	May 2010
Purchase and installation of native landscape materials	June – July 2010
Establishment of native landscape materials	July – September 2010
Projected Project completion	September 2010
Removal of staking materials, if needed	September 2011

EXHIBIT "C"
SOUTHWEST MEADOWS SANCTUARY PROJECT COST AND BUDGET ESTIMATE
(budget estimate for the proposed funding)

Estimated Project Costs*

1 A. Project Salaries	\$ 0
1 B. Fringe Benefits	\$ 0
1 C. Subcontracting	\$ 49,000.00
1D. Supplies/other expenses	\$ 1,000.00
Total Estimated Project Costs (1A through 1D)	\$ 50,000.00

Computation of Local Match (if applicable) and Award Amount

2A. Applicant match amount	In-Kind Services
2B. Grant program award amount	\$ 50,000.00
Total Project Costs (2A and 2B)	\$ 50,000.00

*These amounts should be equal

EXHIBIT "D"
REAL PROPERTY DOCUMENTS
(warranty or quit claim deed - Per Article 1 – 1.1 Project Scope "A")

This instrument prepared by
and when recorded return to:

RECORD AND RETURN TO
CAROL Kurlische, Esq.
BECKER AND POLIAKOFF, P.A.
3111 STIRLING ROAD
FT. LAUDERDALE, FL 33312

INSTR # 103627168
OR BK 36708 Pages 1621 - 1626
RECORDED 01/07/04 14:44:36
BROWARD COUNTY COMMISSION
DOC STMP-D \$54418.70
DEPUTY CLERK 1067
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SPECIAL WARRANTY DEED

THIS INDENTURE, made as of January 6, 2004, between **DYKES ROAD ASSOCIATES LTD.** (as to Parcel 3), **GREEN MEADOWS ASSOCIATES, LTD.** (as to Parcels 1 and 2), **WESTON ROAD ASSOCIATES, LTD.** (as to Parcels 4 and 6), and **WESTON ROAD ASSOCIATES II, LTD.** (as to Parcel 5), (each a "Grantor" and collectively, the "Grantors"), the address for each of which is: c/o Inflahedge Resources Fund, 6161 Blue Lagoon Drive, Suite 270, Miami, Florida 33126, and **TOWN OF SOUTHWEST RANCHES**, a political subdivision of the State of Florida (the "Grantee"), whose address is: 6589 SW 160th Avenue, Southwest Ranches, Florida 33331.

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations.)

WITNESSETH: That the Grantor, for and in consideration of the sum of Ten and no/100 Dollars (\$10.00) and other valuable consideration to the Grantor in hand paid by Grantee, the receipt and sufficiency whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the Grantee, it successors and assigns, all that certain land situate in Broward County, Florida, to wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the same in fee simple forever.

AND the Grantors hereby covenant with said Grantee that they are lawfully seized of said land in fee simple, that they have good right and lawful authority to sell and convey said land; that they hereby warrant the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under Grantors, but against none other, subject, however, to all matters of record.

IN WITNESS WHEREOF, the Grantors have caused these presents to be executed in manner and form sufficient to bind it as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

By: M. Leigh Macdonald
Print Name: M. Leigh Macdonald

By: Carol Capri Kalliche
Print Name: Carol Capri Kalliche

By: M. Leigh Macdonald
Print Name: M. Leigh Macdonald

By: Carol Capri Kalliche
Print Name: Carol Capri Kalliche

By: M. Leigh Macdonald
Print Name: M. Leigh Macdonald

By: Carol Capri Kalliche
Print Name: Carol Capri Kalliche

SELLERS

DYKES ROAD ASSOCIATES, LTD.,
a Florida limited partnership

By: Inflation Resources Fund, a Delaware corporation, its sole general partner

By: Edmond J. Gong
Edmond J. Gong, President

GREEN MEADOWS ASSOCIATES, LTD.,
a Florida limited partnership

By: Inflation Resources Fund, a Delaware corporation, its sole general partner

By: Edmond J. Gong
Edmond J. Gong, President

WESTON ROAD ASSOCIATES, LTD.,
a Florida limited partnership

By: Inflation Resources Fund, a Delaware corporation, its sole general partner

By: Edmond J. Gong
Edmond J. Gong, President

WESTON ROAD ASSOCIATES II, LTD.,
a Florida limited partnership

By [Signature]
Print Name: M Leigh Macdonald

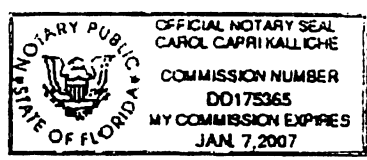
By: Inflation Hedge Resources Fund, a Delaware corporation, its sole general partner

By: [Signature]
Edmond J. Gong, President

By [Signature]
Print Name: Carol Capri Kalliche

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me, the undersigned Notary Public in and for the State of Florida, on this, the 6th day of January, 2004, by EDMOND J. GONG, as PRESIDENT of INFLAHEDGE RESOURCES FUND, a Delaware corporation, which corporation is the sole general partner of DYKES ROAD ASSOCIATES, LTD., GREEN MEADOWS ASSOCIATES, LTD., WESTON ROAD ASSOCIATES, LTD. and WESTON ROAD ASSOCIATES II, LTD., each a Florida limited partnership, on behalf of such corporation and limited partnerships, who is personally known to me or produced Florida Drivers License as identification.



[Signature]
Notary Public, State of Florida

Carol Capri Kalliche
Printed, typed or stamped name of Notary

Exhibit "A"

Legal Description

PORTIONS OF TRACTS 52, 53, 54 AND 55, OF THE SE 1/4 OF SECTION 29, TOWNSHIP 50 SOUTH, RANGE 40 EAST, OF "FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1" ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 2 AT PAGE 17 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, BEING LOCATED IN BROWARD COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE SE 1/4 OF SAID SECTION 29, THENCE RUN $N01^{\circ}38'10''W$, ALONG THE EAST LINE OF SAID SE 1/4, FOR 331.17 FEET TO A POINT, THENCE RUN $S 89^{\circ}41'59''W$ FOR A DISTANCE OF 53.01 FEET TO THE POINT OF INTERSECTION WITH THE WEST RIGHT-OF-WAY LINE OF S.W. 160TH AVENUE (DYKES ROAD), SAID POINT OF INTERSECTION BEING THE POINT OF BEGINNING OF HEREINAFTER DESCRIBED PARCEL OF LAND:

FROM SAID POINT OF BEGINNING, THENCE CONTINUE $S89^{\circ}41'59''W$, ALONG THE SOUTH LINE OF TRACT 55 OF SAID SE 1/4, FOR 1239.34 FEET TO THE POINT OF INTERSECTION WITH THE EAST RIGHT-OF-WAY LINE OF S.W. 163RD AVENUE; THENCE RUN $N01^{\circ}36'38''W$, ALONG THE EAST RIGHT-OF-WAY LINE OF A 50-FOOT WIDE RIGHT-OF-WAY FOR SAID S.W. 163RD AVENUE, FOR 496.26 FEET TO THE POINT OF INTERSECTION WITH THE NORTH LINE OF THE SOUTH ONE-HALF OF SAID TRACT 54; THENCE RUN $N89^{\circ}40'40''E$, ALONG THE NORTH LINE OF THE SOUTH HALF OF SAID TRACT 54, FOR 631.06 FEET TO THE SOUTHEAST CORNER OF THE NORTH ONE-HALF OF THE WEST ONE-HALF OF SAID TRACT 54; THENCE RUN $N01^{\circ}37'24''W$, ALONG THE EAST LINE OF THE SAID NORTH 1/2 OF THE WEST 1/2, FOR 165.50 FEET TO THE NORTHEAST CORNER OF SAID NORTH 1/2 OF THE WEST 1/2 OF SAID TRACT 54; THENCE RUN $S89^{\circ}40'13''W$, ALONG THE NORTH LINE OF SAID TRACT 54, ALSO BEING THE SOUTH LINE OF SAID TRACT 53, FOR 631.02 FEET TO THE POINT OF INTERSECTION WITH THE EAST RIGHT-OF-WAY LINE OF S.W. 163RD AVENUE; THENCE RUN $N01^{\circ}36'38''W$, ALONG THE EAST RIGHT-OF-WAY LINE OF S.W. 163RD AVENUE, FOR 140.16 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE NORTHWESTERLY ALONG SAID CURVE TO THE LEFT AND ALONG THE EASTERLY RIGHT-OF-WAY LINE OF THAT CERTAIN ROADWAY RECORDED IN OFFICIAL RECORD BOOK 5226, PAGE 636, PUBLIC RECORDS, BROWARD COUNTY, FLORIDA HAVING A RADIUS OF 567.75 FEET, A CENTRAL ANGLE OF $18^{\circ}42'32''$ FOR A DISTANCE OF 185.39 FEET, THENCE $N01^{\circ}36'38''W$ FOR 90.10 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF CANAL C-11 (280' WIDE R/W). THENCE $N88^{\circ}14'44''E$, ALONG SAID SOUTH RIGHT-OF-WAY OF CANAL C-11, FOR 596.53 FEET; THENCE $S01^{\circ}45'16''E$, AT RIGHT ANGLE, FOR 20.00 FEET, THENCE $S87^{\circ}01'21''E$ FOR 626.99 FEET; THENCE $S01^{\circ}38'11''E$, ALONG A LINE 100.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE SE 1/4 OF SAID SECTION 29, FOR 39.22 FEET TO A POINT ON THE NORTH LINE OF SAID TRACT 53; THENCE $N89^{\circ}39'19''E$, ALONG SAID NORTH LINE, FOR 17.01 FEET TO A

POINT ON THE WEST RIGHT-OF-WAY LINE OF S.W. 160TH AVENUE (DYKES ROAD); THENCE S03°38'11"E, ALONG SAID WEST RIGHT-OF-WAY LINE (PER O.R.B. 26079 PAGE 143) FOR 859.38 FEET; THENCE S01°38'10"E, CONTINUING ALONG THE WEST RIGHT-OF-WAY LINE OF S.W. 160TH AVENUE, FOR 135.30 FEET TO POINT OF BEGINNING.

THE ABOVE DESCRIBED PROPERTY ALSO KNOWN AS THE FOLLOWING SIX PARCELS:

PARCEL 1:

The South One-half (S1/2) of the West One-half (W1/2) of Tract 55 of FLORIDA FRUIT LANDS CO. SUBDIVISION No. 1, of Section 29, Township 50 South, Range 40 East, according to Plat thereof, recorded in Plat Book 2, Page 17, of the Public Records of Dade County, Florida; Said lands situate, lying and being in Broward County, Florida; EXCEPTING therefrom the West 30.00 feet for Road purposes.

PARCEL 2:

The North One-half (N1/2) of the West One-half (W1/2) of Tract 55 of FLORIDA FRUIT LANDS CO. SUBDIVISION No. 1, of Section 29, Township 50 South, Range 40 East, according to Plat thereof, recorded in Plat Book 2, Page 17, of the Public Records of Dade County, Florida, Said lands situate, lying and being in Broward County, Florida; EXCEPTING therefrom the West 30.00 feet for Road purposes.

PARCEL 3:

The South One-half (S1/2) of the West One-half (W1/2) of Tract 54 of FLORIDA FRUIT LANDS CO. SUBDIVISION No. 1, of Section 29, Township 50 South, Range 40 East, according to Plat thereof, recorded in Plat Book 2, Page 17, of the Public Records of Dade County, Florida. Said lands situate, lying and being in Broward County, Florida; EXCEPTING therefrom the West 30.00 feet for Road purposes.

PARCEL 4:

The East One-half (E1/2) of Tracts 53, 54 and 55 of FLORIDA FRUIT LANDS CO. SUBDIVISION No. 1, of Section 29, Township 50 South, Range 40 East, according to Plat thereof, recorded in Plat Book 2, Page 17, of the Public Records of Dade County, Florida; Said lands situate, lying and being in Broward County, Florida; EXCEPTING that portion of said Tracts lying within 53 feet of the East Boundary of said Section 29, Township 50 South, Range 40 East. AND EXCEPTING that portion as conveyed to Broward County, by Corporate Warranty Deed Recorded in Official Records Book 26079, Page 143, being described as follows: A portion of Tracts 53, 54 and 55 of FLORIDA FRUIT LANDS CO. SUBDIVISION No. 1, of Section 29, Township 50 South, Range 40 East, according to Plat thereof, recorded in Plat Book 2, Page 17, of the Public Records of Dade County, Florida; Said lands situate, lying and being in Broward County, Florida;

Begin at a point of intersection of the North line of said Tract 53 and a line 53 feet West of and parallel with the East line of said SE ¼, Thence run S01 degrees 38' 11" E, along said line 53

feet West of and parallel with the East line of said SE 1/4, for 858.18 feet, Thence run N03 degrees 38'11" West for 859.38 feet to the North line of said Tract 53; Thence run N89 degrees 39'19" East, along said North line for 30.00 feet to the Point of Beginning.

PARCEL 5:

The West One-half of Tract 53 of FLORIDA FRUIT LANDS CO SUBDIVISION No. 1, of Section 29, Township 50 South, Range 40 East, according to Plat thereof, recorded in Plat Book 2, Page 17, of the Public Records of Dade County, Florida; Said lands situate, lying and being in Broward County, Florida; EXCEPTING *that certain Parcel of land lying 30 feet East and 20 feet West of the following described base line.

Beginning at the Southwest corner of Tract 53 of FLORIDA FRUIT LANDS CO SUBDIVISION No. 1, of Section 29, Township 50 South, Range 40 East, run Northerly and along the West line of said Tract 53 a distance of 139.50 feet to a point of curvature to the left; thence run Northwesterly along said curve having a radius of 537.75 feet and a central angle of 20 degrees, 47 minutes, 30 seconds, an arc distance of 195.14 feet to a point of tangency; thence run Northwesterly along said tangent a distance of 84.50 feet to a point on the South right-of-way line of South New River Canal and point of termination; being in FLORIDA FRUIT LANDS CO SUBDIVISION No. 1, of Section 29, Township 50 South, Range 40 East, according to Plat thereof, recorded in Plat Book 2, Page 17, of the Public Records of Dade County, Florida.

* Road Dedication given in Quit Claim Deed recorded in Official Records Book 5226, at Page 636, of the Public Records of Broward County, Florida.

PARCEL 6:

A portion of Tract 52 of FLORIDA FRUIT LANDS CO, SUBDIVISION No. 1, of Section 29, Township 50 South, Range 40 East, according to Plat thereof, recorded in Plat Book 2, Page 17, of the Public Records of Dade County, Florida; Said lands situate, lying and being in Broward County, Florida; and a portion of land lying in the Southeast 1/4 of Section 29, Township 50 South, Range 40 East, of "STONER / KEITH RESURVEY No. II" as recorded in Miscellaneous Plat Book 4, Page 21, of the Public Records of Broward County, Florida, being more particularly described as follows

BEGINNING at the Southwest corner of said TRACT 52, thence along the West line of said TRACT 52, North 01 degrees 36' 38" West 80.26 feet. Thence along the South right-of-way line of C-11 Canal North 88 degrees 15' 24" East 1221.55 feet; thence along the West right-of-way line of Southwest 160th Avenue (as recorded in O.R. Book 3339, Page 326 and Deed Book 708, Page 129), said line also being 100.00 feet West of and parallel to (as measured at right angles) the East line of said Section 29, South 01 degrees 39' 11" East, 110.11 feet, thence along the South line of Tract 52, South 89 degrees 39' 20" West, 1221.90 feet to the POINT OF BEGINNING

LESS EXCEPT THEREFROM A PARCEL OF TAKING KNOWN AS PARCEL NO. 001, GRIFFIN ROAD/I-75 INTERCHANGE, CASE NO. 83-16055 CT, 17TH JUDICIAL CIRCUIT.