

INTERLOCAL AGREEMENT

THIS IS AN INTERLOCAL AGREEMENT, entered into on this _____ day of _____, 2011, between:

CITY OF DANIA BEACH, a municipal corporation of the State of Florida, hereinafter referred to as "City,"

and

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

WHEREAS, this Interlocal Agreement ("Agreement") is entered into pursuant to the parties' authority under Section 163.01, Florida Statutes, also known as the "Florida Interlocal Cooperation Act of 1969," and under the parties' respective charter and constitutional home rule powers; and

WHEREAS, the County is the owner and operator of the Fort Lauderdale-Hollywood International Airport ("Airport"); and

WHEREAS, the County operates the Airport by and through the Broward County Aviation Department ("BCAD" or "Aviation Department"), which is responsible for the day-to-day operation and maintenance of the Airport; and

WHEREAS, the City abuts the Airport and portions of the City are within the projected 2020 65+ DNL noise exposure contours identified in the "2008 ROD" (as hereinafter defined); and

WHEREAS, in October, 1995, the City and the County entered into that certain Interlocal Agreement between Broward County and City of Dania pertaining to Expansion and Jurisdiction of Fort Lauderdale-Hollywood International Airport ("1995 Interlocal Agreement") which was entered as a Stipulated Final Judgment in the case of *Dania Beach v. Broward County*, Case No. 93-18222(05) in the Seventeenth Judicial Circuit of Florida; and

WHEREAS, the Federal Aviation Administration ("FAA") approved the expansion of the Airport's Runway 9R-27L ("South Runway") in a Record of Decision issued in December 2008 ("2008 ROD"); and

WHEREAS, in the 2008 ROD the FAA authorized the County to implement noise mitigation measures addressing the impacts on residential units within the 2020 65+ DNL noise exposure contours in the City that result from the expansion of the South Runway to 8,000 feet ("Expanded South Runway") and the 2008 ROD identifies noise mitigation measures that would be eligible for federal funding; and

WHEREAS, on October 8, 2010, the City filed a Motion to Enforce Stipulated Final Judgment in the case of *Dania Beach v. Broward County*, Case No. 93-18222(05), in the Seventeenth Judicial Circuit of Florida; and

WHEREAS, on November 15, 2010, the County filed a Cross-Motion for Relief from the Stipulated Final Judgment; and

WHEREAS, the parties are desirous of resolving and settling the outstanding litigation, avoiding further litigation with respect to the Expanded South Runway and putting into effect certain noise abatement and mitigation measures to address noise impacts on the residents of the City occasioned by the Expanded South Runway.

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

1. Recitals. The above recitals are true and correct, and are incorporated herein by reference.
2. County's Obligations as to Potential Noise Impacts. The 2008 ROD identified areas that could be potentially impacted by noise resulting from the Expanded South Runway. With respect to potential noise impacted areas that may result from the Expanded South Runway, the County hereby agrees as follows:

- (a) Operational Restriction – Voluntary Night Closure. The County will implement a voluntary night closure of the Expanded South Runway pursuant to the following conditions and exceptions to closure (the "Voluntary Night Closure"). The parties acknowledge that the County cannot implement the operational restrictions identified in this paragraph without approval and/or agreement of the FAA.

- (i) Time of Voluntary Night Closure: 10 p.m. – 5 a.m.

- (ii) Exceptions: In the event any of the following exceptions shall occur, the Voluntary Night Closure shall not be in effect during the continuance of the exception:

- a. Should high delays occur, as defined in the 2008 ROD; or

- b. During periods of operational necessity, such as wind/weather conditions; as declared by the pilot or the Air Traffic Control Tower; or

- c. During construction or maintenance work on the North Runway (i.e. 9L/27R, as said designation may be updated in the future) or closure of the North Runway for any other reason; or

- d. The existence of an emergency condition, as declared by the pilot, the Air Traffic Control Tower, or the Airport Aviation Director.

- (iii) Voluntary Night Closure Effective Date:

- a. The Voluntary Night Closure will go into effect on the date the FAA authorizes the opening of the Expanded South Runway for use by commercial aircraft traffic (the "Runway Opening Date").

- b. The Voluntary Night Closure shall remain in effect until a new Part 150 noise study ("New Part 150 Study") for the Airport is completed by the County and the FAA has made a determination based on the New Part 150 Study. The FAA's determination as a result of the New Part 150 Study shall establish

whether or not the Voluntary Night Closure of the Expanded South Runway will remain in effect and, if so, for what periods of time and under what conditions. The County shall not commence the New Part 150 Study before eighteen (18) months following the Runway Opening Date, unless the County determines it is required to do so pursuant to other legal obligations. The parties acknowledge that the Voluntary Night Closure described in this subparagraph 2(a) cannot be implemented without FAA approval and/or agreement.

c. The County agrees that in the development of the New Part 150 Study, as described in subparagraph 2(a)(iii)(b), above, the County will include the Voluntary Night Closure as an abatement measure to be analyzed as part of such New Part 150 Study. The County further agrees that it will include continuation of the Voluntary Night Closure in its recommendations to the FAA in connection with such New Part 150 Study unless the City agrees in writing to the contrary.

(b) Noise Mitigation. The County shall develop and submit to the FAA a Noise Mitigation Plan consistent with the requirements of the 2008 ROD and which shall include at least the programs set forth in subparagraphs (i) through (iii), below. Reference in this Agreement to "65+ DNL noise contours" shall mean the 2020 65+ DNL noise exposure contours for the Fort Lauderdale-Hollywood International Airport that are depicted in the 2008 ROD. The Noise Mitigation Plan may contain other programs, components, measures, provisions and conditions, so long as such are not inconsistent with the provisions of subparagraphs (i) through (iv), below. The parties acknowledge that the County intends to seek federal funds with respect to the noise mitigation measures included in its Noise Mitigation Plan. The County shall not be obligated to implement any noise mitigation program, measure, component, provision, or condition, which is not eligible for federal funds and the Noise Mitigation Plan may be revised by the County to address FAA requirements, so long as it does not conflict with subparagraph (ii)c below, unless the FAA has not approved the Early Benefit Program and neither party has elected to void this Agreement pursuant to Paragraph 6.

(i) Voluntary Sound Insulation Program. The voluntary sound insulation program will include the following provisions:

a. Voluntary sound insulation shall be available for all eligible single family and multi-family residential units located within the 65+ DNL noise contours, plus adjacent areas included within natural boundaries and neighborhood blocks as identified in the 2008 ROD. Approximately 1,706 single and multi-family units are located in areas eligible for the sound insulation program under the 2008 ROD.

b. Participation in the sound insulation program shall be voluntary, at the property owner's option.

c. The costs of obtaining and installing the residential sound insulation treatments shall be borne by Broward County.

d. An aviation easement will not be required as a condition of participating in the sound insulation program.

e. At the start of the sound insulation program the County shall send written notice to the City and to all persons eligible for the program. The residential owners that have elected to enter this voluntary sound insulation program will be grouped together by the County's sound insulation program administrator into construction bid packages, with each bid package containing a number of residential properties to be sound insulated (as determined by the program administrator). When the construction bid package is being prepared for the last group of residential properties that have elected to enter this program, the County's program administrator will send a letter by certified mail return receipt requested ("final notice") to all owners of residential properties that are eligible for this program, but who have not yet elected to enter the program. The County also shall give the City a list of all such remaining eligible persons no later than the date of the final notice sent to eligible persons. The residential property owners will then have a period of time, as stated in the final notice (but not less than 30 days), to elect to enter the voluntary sound insulation program. Any property owner who does not elect to enter the program within the period stated in the County's final notice, shall no longer be entitled to enter the voluntary sound insulation program.

(ii) Voluntary Sales Assistance Program. The voluntary sales assistance program will include two components: the standard sales assistance component, and the early benefit component, as described below.

a. **Provisions applicable to both components.**

1. Participation in either component of the sales assistance program shall be voluntary, at the property owner's option.
2. Both the standard sales assistance component and the early benefit component shall be available for owners of all single family homes, condominium units, townhomes, and 2-unit residences located within the 65+ DNL noise contours. Approximately 857 single and 2-unit residences are located in the 65+ DNL noise contours that are eligible for the voluntary sales assistance program. The voluntary sales assistance program does not include the natural boundaries and neighborhood block areas adjacent to the 65+ DNL noise contours.
3. The standard sales assistance component and the early benefit component shall not be available for owners of multi-unit residences that contain 3 or more units, including apartment buildings and triplexes, quad-plexes, etc.
4. In order to be eligible for inclusion in either the standard sales assistance component or the early benefit component, the owner of an eligible unit must elect to be included in the selected component within one (1) year after the Runway Opening Date.
5. Determination of Fair Market Value (FMV). For purposes of this Agreement, fair market value (FMV) of a property shall be determined

as provided herein. The County shall obtain an appraisal of the FMV of the property by a certified appraiser (as hereinafter defined) and, at the property owner's option, the property owner may also obtain an appraisal of the FMV of the property by a certified appraiser, at the property owner's cost, which selection shall be from either the County's list of certified appraisers, or the City's list of certified appraisers. The County's Real Property Division shall review all potential certified appraisers to ensure that such appraisers meet FAA certification standards. The appraisal(s) will be reviewed by a certified appraiser ("review appraiser") selected as described hereafter, who will generate a written document to accompany the appraisals, which written document is known as the Review Appraiser's Statement (RAS), and which will provide a full and complete review of the appraisal(s). The County will provide its list of certified appraisers to the City. The City shall select up to four (4) appraisers from that list as the pool of potential review appraisers. The County shall select the appraiser to prepare the RAS from the pool of potential review appraisers established by the City. The RAS will set the fair market value (FMV) for the property. All appraisals and the RAS must be prepared and performed in accordance with: 42 USC CHAPTER 61, "Uniform Relocation Assistance and Real Property Acquisition Policies for Federal and Federally Assisted Programs; 49 CFR Part 24, "Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs"; the Uniform Standards of Professional Appraisal Practice ("USPAP"); and all state, local and FAA standards. The term "certified appraiser" as used herein shall mean an appraiser meeting FAA certification standards.

Notwithstanding the foregoing, a property owner participating in the standard sales assistance component or the early benefit component is not required to obtain an appraisal. The County's Noise Mitigation Plan administrator and the City's designee may mutually agree to modify the provisions hereof as to the method for obtaining and preparing appraisals, so long as such modifications are in accordance with the federal requirements.

b. Standard Sales Assistance Component. The standard sales assistance component will include the provisions below and the provisions in subparagraph 2(b)(ii)(a), above.

1. A participant in the standard sales assistance component must also enter the sound insulation program. If an owner participating in the standard sales assistance component sells the property before it has been sound insulated, an avigation easement will be required to be recorded at the closing of the property. The new property owner will be given an opportunity to enter the sound insulation program (provided this program has not been closed pursuant to subparagraph 2(b)(i)(e), above), and once sound insulation is complete, the County will release

the avigation easement.

2. If a property participating in the standard sales assistance component sells for less than its fair market value (FMV), the County will provide the seller with a cost differential payment. The cost differential payment provided by the County shall not exceed 25% of the FMV of the property. Also if the selling price of the property is less than its FMV, the sum of the selling price of the property, plus the County's cost differential payment, shall not exceed the FMV of the property.

3. The standard sales assistance component shall be implemented by the County in a manner that seeks to offer to all eligible property owners within the 65+ DNL noise contours who want to sell their property, the opportunity to do so, by allowing entry into the standard sales assistance component at the earliest possible time while at the same time taking into consideration the sales absorption rate in the particular area so as not to encourage blight and a rapid diminution of value of the remaining homes. The parties acknowledge that the standard sales assistance component currently anticipates a sales absorption rate of 22 homes per year.

4. Participants in the standard sales assistance component shall not be eligible for the early benefit component described in subparagraph (c), below.

5. Participants in the early benefit component described in subparagraph (c), below, shall not be eligible for the standard sales assistance component described in this subparagraph (b).

c. **Early Benefit Component.** In light of the limited absorption rate for the standard sales assistance component, and the resulting length of time that will be required to complete the standard sales assistance component for all eligible persons, the County shall offer an early benefit component as part of the voluntary sales assistance program. The early benefit component will include the following provisions as well as the provisions in subparagraph 2(b)(ii)(a), above.

1. An eligible property owner who does not want to participate in the standard sales assistance component may elect to participate in the early benefit component. Under the early benefit component, the County would pay the property owner an "early benefit payment" equal to 20% of the fair market value (FMV) of the property.

2. A participant in the early benefit component may also enter the sound insulation program, at the sole option of the participant. The participant may enter the sound insulation program either before or after it has received the early benefit payment, provided this program has not been closed pursuant to subparagraph 2(b)(i)(e), above .

3. In return for the early benefit payment described in subparagraph (1), above, an owner participating in the early benefit component shall be required to enter into a recordable "Conveyance and Release Agreement" (as hereinafter defined) with the County that is acceptable to the FAA and the County. The participating owner must also provide the County with a recordable agreement from any existing mortgagee(s) and lien holder(s) that subordinates their lien to the Conveyance and Release Agreement. The Conveyance and Release Agreement provided by the owner shall acknowledge receipt of the early benefit payment as consideration and shall be in the form of the "Conveyance and Release Agreement" attached hereto and made a part hereof as **Exhibit A**.

4. Participants in the standard sales assistance component described in subparagraph (b), above, shall not be eligible for the early benefit component described in this subparagraph (c).

5. Participants in the early benefit component described in this subparagraph (c), shall not be eligible for the standard sales assistance component described in subparagraph (b), above.

(iii) **Mobile Home Park Acquisition.** The County shall pursue voluntary acquisition of the mobile home parks identified in the 2008 ROD.

(iv) **No Requirement to Purchase Property.** The parties acknowledge and agree that the County is not required to include a purchase assurance program or the use of eminent domain as airport compatibility or noise mitigation measures in the Noise Mitigation Plan for the Expanded South Runway. The County, however, agrees to consider the use of eminent domain if the New Part 150 Study identifies incompatible land uses around the Airport within the City of Dania Beach, and if such eminent domain acquisition is eligible for federal funding.

(c) FAA Approval. Within 30 days of the execution by both parties of this Agreement, the County shall provide to the FAA a request for approval of the Voluntary Night Closure Operational Restriction contained in subparagraph 2(a) of this Agreement and a request for approval of a Noise Mitigation Plan containing the elements described in subparagraph 2(b)(i) through (iii) of this Agreement. The parties agree to jointly meet with the FAA officials with responsibility for each request to advocate for their approval.

3. Land Use and Real Property. The parties have agreed to address properties described as the (a) Escheated Properties, (b) Plats 7 and 8, (c) Trails End, and (d) Other County-Owned Parcels, as follows:

(a) Escheated Properties. The "Escheated Properties" are identified in **Exhibit B**, attached hereto and made a part hereof. The County agrees that any of these properties which are conveyed to the City pursuant to County policy will not be restricted to affordable housing use only.

(b) Plats 7 and 8. These parcels are identified as Plat 7 and Plat 8 in **Exhibit C**, attached

hereto and made a part hereof. The County shall transfer ownership of these properties to the City pursuant to law within ninety (90) days following the later to occur of: (1) the end of all of the Voidability Option Periods under Paragraph 6(a); or (2) the FAA/FDOT Approval Date as provided in Paragraph 6(b) below, (3) the FAA Approval Date, as provided in Paragraph 6(b), below, or (4) the Grant Approval Date, as provided in Paragraph 6(c) below. The City shall cooperate with the County to affect the transfer pursuant to Section 125.38 F.S. The parties acknowledge that the County cannot transfer Plats 7 and 8 to the City without the approval and/or agreement of the FAA and the Florida Department of Transportation ("FDOT") as to those properties which have been acquired with state or federal funding. This conveyance shall be by County Quit-Claim Deed in form attached hereto and made a part hereof as Exhibit C-1. The County has provided to the City copies of environmental assessments the County has had performed for the properties comprising Plats 7 and 8. The City shall have the right to conduct further environmental investigations of those properties, including Phase I and Phase II environmental assessments. If the City's environmental investigations disclose hazardous or environmental conditions on any of the properties identified in Exhibit C, the City shall have the right to refuse transfer of such property. In any environmental investigation prior to transfer the City shall comply with all applicable federal, state, County and local laws and regulations with respect to City's activities at Plats 7 and 8, and shall leave such properties in substantially the same condition as existed prior to any City activities on the parcels.

(c) Trails End. The Trails End property is owned by the County and is identified on **Exhibit D**, attached hereto and made a part hereof. Following completion of the Expanded South Runway, the County and the City will cooperate to develop a plan for the utilization of the site at its highest and best use consistent with Airport operations, and will seek the appropriate land use changes, if any, to accomplish that use.

(d) Other County-Owned Parcels. These parcels are identified on **Exhibit E**, attached hereto and made a part hereof. The County and the City agree to cooperate on the planning for these parcels in order to put them back on the tax rolls of the City.

(i) The parties agree to review these parcels and agree on a configuration of parcels intended to optimize their marketability in light of the City's recently adopted IROM zoning.

(ii) The County will seek FAA and FDOT approval to sell the properties within 90 days after the Effective Date. The County will appraise the parcels within 180 days after FAA approval to sell the parcels and use the appraised value as an upset price for the parcels at auction. The County will auction the parcels in conformance with its surplus property disposition procedures within ninety (90) days after receipt of appraisals and required FAA and FDOT approvals, unless the parties mutually agree to a different schedule. The parcels shall be conveyed by County Quit-Claim Deed in form attached hereto and made a part hereof as **Exhibit C-1**, and shall be subject to a Declaration of Covenants, Restrictions and Easements, in the form recorded at OR Book 33028, page 679 of the County's public records.

(iii) If any of the parcels do not sell at auction, the parties will cooperate to develop a plan for utilization of the parcels at their highest and best use, consistent with Airport operations, and then jointly market the parcels for lease to the extent permitted by law,

to a nongovernmental, for-profit entity, with the County as the lessor, within 180 days after the auction date.

4. Grant to City. The County shall provide to the City a grant in the amount of one hundred thousand dollars (\$100,000.00). The parties acknowledge that the intended source of funds for payment of this request makes payment of this grant subject to FAA approval. If the FAA disapproves this grant, then this Agreement shall be void on the date ninety (90) days after receipt of written disapproval of the grant from the FAA, unless the County is able to secure payment of this grant from other sources and provides written notice of same to the City. Nothing in this paragraph constitutes a commitment or obligation by the County to utilize County general revenues for the referenced grant in the event of FAA disapproval. The County shall make payment of the grant within ninety (90) days following the later to occur of: (1) the end of all of the Voidability Option Periods under Paragraph 6(a), below, (2) the FAA /FDOT Approval Date, as provided in Paragraph 6(b), below, (3) the FAA Approval Date, as provided in Paragraph 6(b) below, or (4) the Grant Approval Date, as provided in Paragraph 6(c) below.

5. City's Obligations. The City acknowledges the importance of the Airport to the transportation network of the region and nationally, and to the economic development of both the County and the City. Accordingly, the City agrees as follows:

(a) Pending Litigation.

(i) The parties agree that within ten (10) days after the Effective Date of this Agreement they will file a joint motion to abate the proceedings in the case of *Dania Beach v. Broward County*, Case No. 93-18222(05) and cancel the hearing in this matter currently set to begin September 19, 2011.

(ii) The City agrees that within 90 days following the later to occur of: (1) the end of all of the Voidability Option Periods under Paragraph 6(a), below, (2) the FAA /FDOT Approval Date, as provided in Paragraph 6(b), below, (3) the FAA Approval Date, as provided in Paragraph 6(b) below, or (4) the Grant Approval Date, as provided in Paragraph 6(c) below, the City will enter into a joint stipulation with the County for the withdrawal of its Motion to Enforce Stipulated Final Judgment filed in the case of *Dania Beach v. Broward County*, Case No. 93-18222(05), with prejudice.

(iii) The parties agree that within 90 days following the later to occur of: (1) the end of all of the Voidability Option Periods under Paragraph 6(a), below, (2) the FAA /FDOT Approval Date, as provided in Paragraph 6(b), below, (3) the FAA Approval Date, as provided in Paragraph 6(b) below, or (4) the Grant Approval Date, as provided in Paragraph 6(c) below, they will file a motion with the Court in the case styled *City of Dania Beach v. Broward County*, Case No. 93-18222(05) to vacate the Stipulated Final Judgment entered on September 12, 1996 and the City will dismiss the action, with prejudice.

(b) City's Agreement to Cooperate.

(i) The City agrees not to oppose or otherwise challenge, or to provide funds to any other individual or entity for the purpose of opposing or otherwise challenging, any of

the Airport development projects identified in subparagraph (ii), below, through all development, permit and other approval processes, judicially or administratively, in any local, State or Federal proceeding. The parties acknowledge that nothing in this provision limits the ability of any other person or entity not acting on behalf of or funded by the City to appear, object or oppose any project proposed by the Airport.

(ii) - The Airport development projects subject to subparagraph (i), above, are those approved in the 2008 ROD, and those identified in the Common Short-Term Redevelopment Scenario, Additive Alternative, or Redevelopment Alternative of the 2010 Approved Airport Master Plan (figures ES-6, ES-7, and ES-8); including without limitation, all activities in connection with the 2008 ROD and those identified in the above-identified 2010 Approved Master Plan alternatives, such as the Expanded South Runway, Airport terminal expansion, land acquisition, and nonsubstantial modifications to the proposals approved in the 2008 ROD and the above-identified 2010 Approved Airport Master Plan alternatives. The Airport development projects subject to subparagraph (i) above do not include activities that require a modification to the 2008 ROD or the preparation of an Environmental Impact Statement.

(c) City's Assistance. The City agrees to assist the County by facilitating open and regular communications with its residents and providing the County with information and data regarding the City and its residents that will assist the County in efficiently and effectively implementing the County's Noise Mitigation Plan, as accepted by the FAA.

6. Voidability Option Period - FAA /FDOT Approval Date/FAA Approval Date/Grant Approval Date.

(a) There shall be a "Voidability Option Period" for each of the following occurrences: (1) if the FAA gives written disapproval of the eligibility for federal funds of the Early Benefit Component of the Voluntary Sales Assistance Program that is described in subparagraph 2(b)(ii)(c), or (2) if the FAA gives written disapproval of the transfer of Plats 7 and 8 to the City, as described in subparagraph 3(b), or (3) if FDOT gives written disapproval of the transfer of Plats 7 and 8 to the City, as described in subparagraph 3(b). A "Voidability Option Period" shall commence on the occurrence of any of the disapprovals described in (1) through (3), preceding, or (4), if the FAA or FDOT has not given an affirmative written approval or disapproval within one hundred twenty (120) days after submission of the request for such approvals. The Voidability Option Period shall be for a period of thirty (30) days following the date of each of the trigger events listed in (1)-(4) above. This Agreement may be voided by either party during a Voidability Option Period. To void this Agreement during that time, the voiding party shall deliver written notice of its election to void this Agreement to the other party. To be effective, a vote to void this Agreement by the City must be made by unanimous vote of the entire City Commission. Notice shall only be deemed effective upon receipt by the non-voiding party. If the FAA approves of the Early Benefit Component and the FAA and FDOT approve of the transfer of Plats 7 and 8, then thereafter, neither party shall have the option to void this Agreement.

(b) The last date to occur of the following shall be referred to herein as the "FAA/FDOT Approval Date": if approved, the date the County receives written approval from both the FAA and FDOT as to the transfer of Plats 7 and 8. The following shall be referred to herein as the "FAA Approval Date": if approved, the date the County receives written approval from the FAA

as to the Early Benefit Component of the Voluntary Sales Assistance Program.

(c) The last date to occur of the following shall be referred to herein as the "Grant Approval Date": (1) the date the County receives written approval from the FAA for the eligibility of funds for the grant to the City in Paragraph 4, or (2) the date the County provides the City with notice that it has secured alternative funds for the grant pursuant to Paragraph 4.

7. City of Dania Beach Airport Compatibility Zoning. The City shall comply with the notice, coordination and compatibility provisions that are contained in the City' Land Development Code relating to airport compatible land uses and airport compatibility.

8. 1995 Interlocal Agreement. This Agreement supersedes and replaces the 1995 Interlocal Agreement in every respect. Except to the extent that provisions of the 1995 Interlocal Agreement have been executed by either or both parties, the 1995 Interlocal Agreement is of no further force or effect.

9. The parties agree to the extent permitted by law that as between the City and the County, County shall be the local government with exclusive jurisdiction over the Airport. "Exclusive jurisdiction" shall be construed to include, but shall not be limited to, power to issue any and all development approvals for lands and projects within the Airport boundary, as expanded by land acquisition in connection with the Expanded South Runway.

10. The parties hereto agree that all legal requirements or prerequisites pertaining to the execution of this Agreement have been performed.

11. The County represents and warrants to the City that the County has full power, authority and legal right to execute, perform and timely observe all of the provisions of this Interlocal Agreement. County's execution, delivery and performance of this Interlocal Agreement have been duly authorized, and this Interlocal Agreement constitutes a valid and binding obligation of the County.

12. The City represents and warrants to the County that the City has full power, authority and legal right to execute, perform and timely observe all of the provisions of this Interlocal Agreement. City's execution, delivery and performance of this Interlocal Agreement have been duly authorized, and this Interlocal Agreement constitutes a valid and binding obligation of the City.

13. This Interlocal Agreement shall be governed by and construed in accordance with Florida law, and supersedes all prior oral or written agreements between the parties, and may not be modified or amended unless in writing following approval by both the Board of County Commissioners of Broward County and the Commission of the City of Dania Beach.

14. Notice. 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 overnight courier with receipt acknowledgment, 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 Paragraph 14. All notices, approvals and consents required hereunder must be in writing to be effective. For the present, the parties designate the following:

(a) **CITY OF DANIA BEACH**

City Manager
City of Dania Beach
100 West Dania Beach Blvd.
Dania Beach, Florida 33004

(b) **BROWARD COUNTY**

County Administrator
Governmental Center
115 South Andrews Avenue
Fort Lauderdale, FL 33301

With a copy to:

Director of Aviation
Broward County Aviation Department
100 Aviation Boulevard
Fort Lauderdale, FL 33315

15. Effective Date. This Interlocal Agreement shall be effective upon execution by both parties.

IN WITNESS WHEREOF, the parties have made and executed this Interlocal Agreement on the respective dates under each signature: BROWARD COUNTY through its Board of County Commissioners, signing by and through its Mayor or Vice Mayor, duly authorized to execute same by Board action on _____, 2011, and the CITY OF DANIA, signing by and through its _____, duly authorized to execute same.

COUNTY

BROWARD COUNTY, by and through
its Board of County Commissioners

By _____
Mayor

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

___ day of _____, 2011

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

Telecopier: (954) 357-7641

CCL/jp
Airport Interlocal
Dania-County
10-071.66

By _____
Christine C. Lee,
Senior Assistant County Attorney

CITY

CITY OF DANIA BEACH, FLORIDA

WITNESSES:

By _____

Name: _____

Title: _____

__ day of _____, 2011.

SEAL

Approved as to form:

ATTEST:

City Clerk

Thomas Ansbro, City Attorney

City Manager

EXHIBIT A
CONVEYANCE AND RELEASE AGREEMENT

THIS **CONVEYANCE AND RELEASE AGREEMENT** ("Agreement") is executed this ___ day of _____, 20___, by _____ ("Property Owner"), with a mailing address of _____, in favor of BROWARD COUNTY, a political subdivision of the State of Florida with its mailing address at 115 South Andrews Avenue, Suite 409, Fort Lauderdale, Florida 33301 ("County").

W I T N E S S E T H:

WHEREAS, County is the owner of the Fort Lauderdale-Hollywood International Airport located in Broward County, Florida (the "Airport"); and

WHEREAS, Property Owner is the owner of certain property located in Broward County, Florida, as described on **Exhibit A**, attached hereto and made a part hereof (the "Property"); and

WHEREAS, Property Owner desires to participate in the County's Early Benefit Program ("Early Benefit Program") whereby, under a Federal Aviation Administration approved noise mitigation program, the County may make "early benefit payment(s)" to eligible residential property owners whose property lies within certain defined Airport noise impacted areas, which payment shall be made by the County in return for execution of a Conveyance and Release Agreement; and

WHEREAS, Property Owner has elected to participate in the Early Benefit Program;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. The foregoing recitals are true and correct and are hereby incorporated herein by this reference.

2. In consideration of Property Owner's receipt from the County of a payment of \$ _____ ("Early Benefit Payment"), the Property Owner does hereby grant and convey to the County, to have and to hold same, for its use and benefit as owner and operator of the Airport, the property interests and rights included in this Conveyance and Release Agreement, for the uses hereinafter described, together with all tenements, hereditaments, privileges, rights of reverter, servitudes, and all other rights appurtenant to the property interests and rights in the Property, that are hereby granted by Property Owner to the County. This Conveyance and Release Agreement shall be recorded against the Property. This Conveyance and Release Agreement shall run with the Property, for the benefit of the County, its commissioners, officers, agents, servants, employees, lessees, successors and assigns, and all persons and entities

claiming through or under any of the foregoing (all of the foregoing being collectively referred to as, "County"), until said Airport shall cease to be used for airport purposes.

3. The Property Owner, for and in consideration of receipt of the Early Benefit Payment hereby grants, covenants, and agrees as an appurtenance to the Property as follows:

(a) The County shall have a continuing and perpetual public right of free, unrestricted, and unobstructed flight, passage, operation, and navigation by aircraft of any and all kinds, construction, size, and character existing now or in the future over and above the Property, together with the right to commit such intrusions upon and against the airspace and upon and against the Property as are appurtenant to the flight of aircraft over, through, and above the Property and the taking off and landing of aircraft at the Airport. Property Owner agrees that Property Owner, its heirs, personal representatives, successors, agents, assigns, and all persons and entities acquiring title to, or use of, any interest in the Property, or any portion of said Property, including without limitation, tenants, cohabitants, guests and invitees, and all persons and entities claiming through or under any of the foregoing (all of the foregoing being collectively referred to as, "Property Owner") shall have no right to, and hereby waives and releases all right to receive any damages from the County on account of noise, vibrations, aircraft lights, fumes, dust or other particulate matter, fuel particles, fear, interference with sleep, enjoyment and communication and any and all other effects that may be alleged to be incident to or resulting from any aircraft flying over the Property, or from the operation of aircraft landing or taking off or operating lawfully from the Airport. Property Owner does hereby waive and release the County of and from any and all claims, demands, debts, liabilities and causes of action of every kind or nature which Property Owner now has, has ever had, or may have in the future including, but not limited to, damages to the Property or persons or property thereon, due to any of the effects, activities, and incidents described above. The Property Owner hereby agrees that aircraft of any and all kinds as may, now or in the future use the Airport, shall have a continuing public right of free, unrestricted, and unobstructed flight over, through, and across the airspace over the Property together with the right to cause such effects upon the Property as may normally result from the over flight of aircraft and the taking off and landing of aircraft at the Airport, or resulting from any use of the Airport whatsoever that is consistent with the maximum theoretical use of the existing runways at the Airport and the proposed maximum theoretical use of the expanded 9R/27L runway.

(b) Property Owner further agrees that Property Owner shall not allow any intrusion into, or encroachment upon, or any obstruction into the airspace above the Property, that exceeds sixty (60) feet in elevation above the ground surface of the Property. Property Owner agrees that no buildings, structures, improvements or vegetation exceeding sixty (60) feet in elevation shall be permitted to be located, constructed or remain on the Property, now or in the future.

(c) Property Owner agrees that the County shall have the right to prevent the erection or growth upon the Property of any building or other structure, tree or other

vegetation, or any other object, whether natural or man-made that might now or in the future, extend into the airspace over the Property that is above sixty (60) feet in elevation from the ground surface of the Property. County may remove from said air space, or at the sole option of the County, as an alternative, mark and light as obstructions to air navigation, any such building, structure, tree, vegetation, or other objects now upon, or which in the future may be upon, the Property. Property Owner agrees that the County shall have the right to enter upon the Property to trim any trees and any other vegetation which exceed the above elevation, or to remove, mark or light as obstructions any such building, structure, tree, vegetation or other such objects, all at County's sole expense. Any such entry by the County shall be at reasonable hours and with reasonable notice to Property Owner and the County shall remove any limbs, wood or other debris generated by its entry so as not to interfere with Property Owner's continuing use of the Property.

(d) Nothing in this Conveyance and Release Agreement waives any of the Property Owner's rights for redress from any intentional tort, willful misconduct, unlawful activity or gross negligence. This provision does not create a waiver of sovereign immunity different than as provided by law.

4. As used in this Conveyance and Release Agreement , the term "aircraft" shall mean any and all types of aircraft, whether now in existence or hereafter manufactured and developed, to include, but not be limited to, jet aircraft, propeller driven aircraft, civil aircraft, military aircraft, commercial aircraft, helicopters and all types of aircraft or vehicles now in existence or hereafter developed, for the purpose of transporting persons or property through the air, by whoever owned or operated.

5. It is agreed by and between the Property Owner and the County that the covenants, rights, privileges and provisions of this Conveyance and Release Agreement shall run with the land, and that, for the purposes of this instrument, the Property and all portions thereof shall be the servient estate and the Airport shall be the dominant estate. No waiver, modification, amendment, or termination of this instrument shall be effective unless contained in a written document, in recordable form, executed by the Property Owner and the Broward County Board of County Commissioners (hereinafter referred to as the "Board"). If any covenant, condition or provision contained in this document is held to be invalid by any court of competent jurisdiction, such invalidity shall not affect the validity of any other covenant, condition or provision herein contained. This document shall be construed in accordance with the laws of the State of Florida and venue shall be Broward County, Florida. The remedies of injunction and specific enforcement shall be available to the parties to enforce this Conveyance and Release Agreement , as well as all other remedies that may be available at law and in equity.

6. Property Owner represents to the County that the Property Owner is the owner in fee simple of the Property described above and that Property Owner has a legal and valid right to execute this Conveyance and Release Agreement .

7. Effective Date and Termination Date. This Conveyance and Release Agreement shall become effective upon recordation in the public records of Broward County, Florida. The term of this Conveyance and Release Agreement shall commence upon recordation hereof, and shall terminate on the date upon which the Airport shall cease to be used for airport purposes.

IN WITNESS WHEREOF, the parties have made and executed this Conveyance and Release Agreement on the respective dates under each signature: BROWARD COUNTY through its Director of Aviation, authorized to execute same by Board action on the ___ day of _____, 20___, and _____, as PROPERTY OWNER, duly authorized to execute same.

CONVEYANCE AND RELEASE AGREEMENT BETWEEN _____ AND BROWARD COUNTY

Signed, sealed and delivered
in the presence of:

Name typed or printed

Name typed or printed

Signed, sealed and delivered

Name

Name

PROPERTY OWNER:

Dated: _____

Dated: _____

BROWARD COUNTY, through its
Director of Aviation

By: _____
Director of Aviation

____ day of _____, 20__

Approved as to form
Office of County Attorney
Broward County, Florida
JONI ARMSTRONG COFFEY,
County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, FL 33301
Telephone: (954) 357-7600
Facsimile: (954) 357-7641

By: _____
Assistant County Attorney

CONVEYANCE AND RELEASE AGREEMENT BETWEEN _____ AND BROWARD COUNTY

STATE OF FLORIDA)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____, who is personally known to me or who has produced _____ as identification.

Notary Public:

Signature: _____

Print Name: _____

State of Florida At Large
My Commission Expires:
Commission Number: _____
(SEAL)

STATE OF FLORIDA)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____, who is personally known to me or who has produced _____ as identification.

Notary Public:

Signature: _____

Print Name: _____

State of Florida At Large
My Commission Expires:
Commission Number: _____
(SEAL)

CONVEYANCE AND RELEASE AGREEMENT BETWEEN _____ AND BROWARD COUNTY

STATE OF FLORIDA)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____, Director of Aviation, on behalf of Broward County, a political subdivision of the State of Florida, who is personally known to me or who has produced _____ as identification.













Notary Public:

Signature: _____

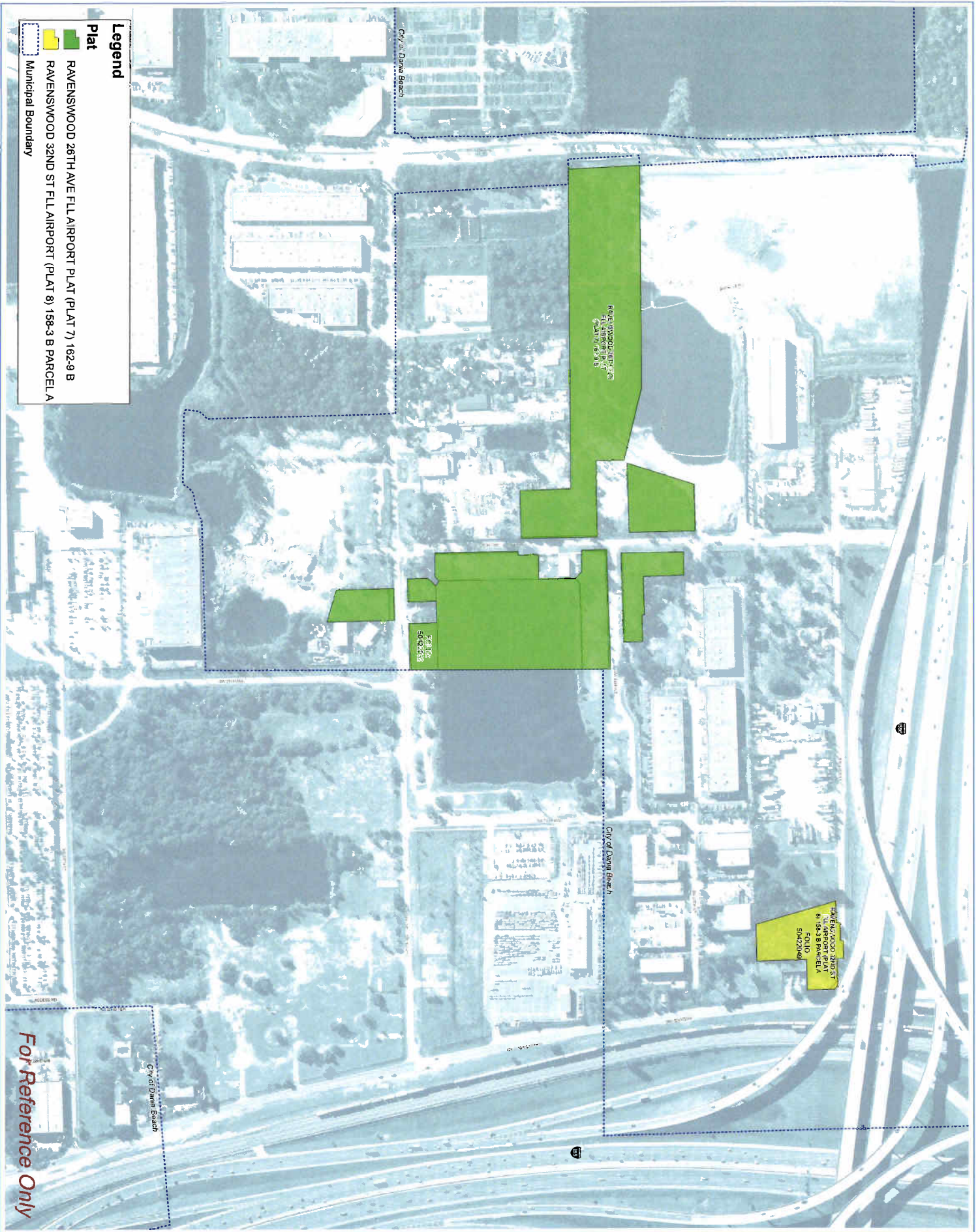
Print Name: _____

State of Florida At Large
My Commission Expires:
Commission Number: _____
(SEAL)

Exhibit B - Escheated Properties Broward County Property Owner in Dania Beach

1 - 504233010060		5 - 504234010720		9 - 504234060670	
2 - 504233010110		6 - 504234010760		10 - 504234300230	
3 - 504233010130		7 - 504234060260		11 - 504234300240	
4 - 504233150060		8 - 504234060670		12 - 504234300250	





Legend

Plat

- RAVENSWOOD 26TH AVE FLL AIRPORT PLAT (PLAT 7) 162-9 B
- RAVENSWOOD 32ND ST FLL AIRPORT PLAT (PLAT 8) 158-3 B PARCELA

Municipal Boundary

For Reference Only

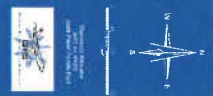


EXHIBIT C-1

COUNTY DEED

(Pursuant to Section 125.411, Florida Statutes)

THIS DEED, made this _____ day of _____ 20__, by BROWARD COUNTY, a political subdivision of the State of Florida ("Grantor"), whose address is 115 South Andrews Avenue, Suite 423, Fort Lauderdale, Florida, and _____, a _____ ("Grantee"), whose mailing address is _____.

WITNESSETH:

That Grantor for and in consideration of the sum of TEN DOLLARS (\$10.00) to it in hand paid by Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to Grantee, the real property described on Exhibit A, attached hereto and made a part hereof ("Property"), lying and being in Broward County, Florida.

THIS CONVEYANCE IS SUBJECT TO: all zoning rules, regulations and ordinances and other prohibitions imposed by any governmental authority with jurisdiction over the Property, including any rules and regulations which may be imposed by the Federal Aviation Administration (or any successor agency) or the Florida Department of Transportation (or any successor agency) designating any limitation on the uses of property located in the vicinity of an airport; all easements and other matters of record; taxes for the year of closing and subsequent years; and that certain Declaration of Covenants, Restrictions and Easements, recorded in Official Records Book _____, pages ___ through ___, of the Public Records of Broward County, Florida, the terms, conditions and provisions of which are hereby incorporated herein and made a part hereof by this reference.

The term "GRANTOR" and "GRANTEE" as used herein shall refer to the respective parties, and the heirs, personal representatives, successors, and assigns of such parties.

EXHIBIT C-1
(CONTINUED)

IN WITNESS WHEREOF, BROWARD COUNTY has caused these presents to be executed in its name by its Board of County Commissioners acting by the Mayor or Vice Mayor of said Board, the day and year aforesaid.

ATTEST:

BROWARD COUNTY, through its
BOARD OF COUNTY COMMISSIONERS

County Administrator and Ex-Officio
Clerk of the Board of County
Commissioners of Broward County,
Florida

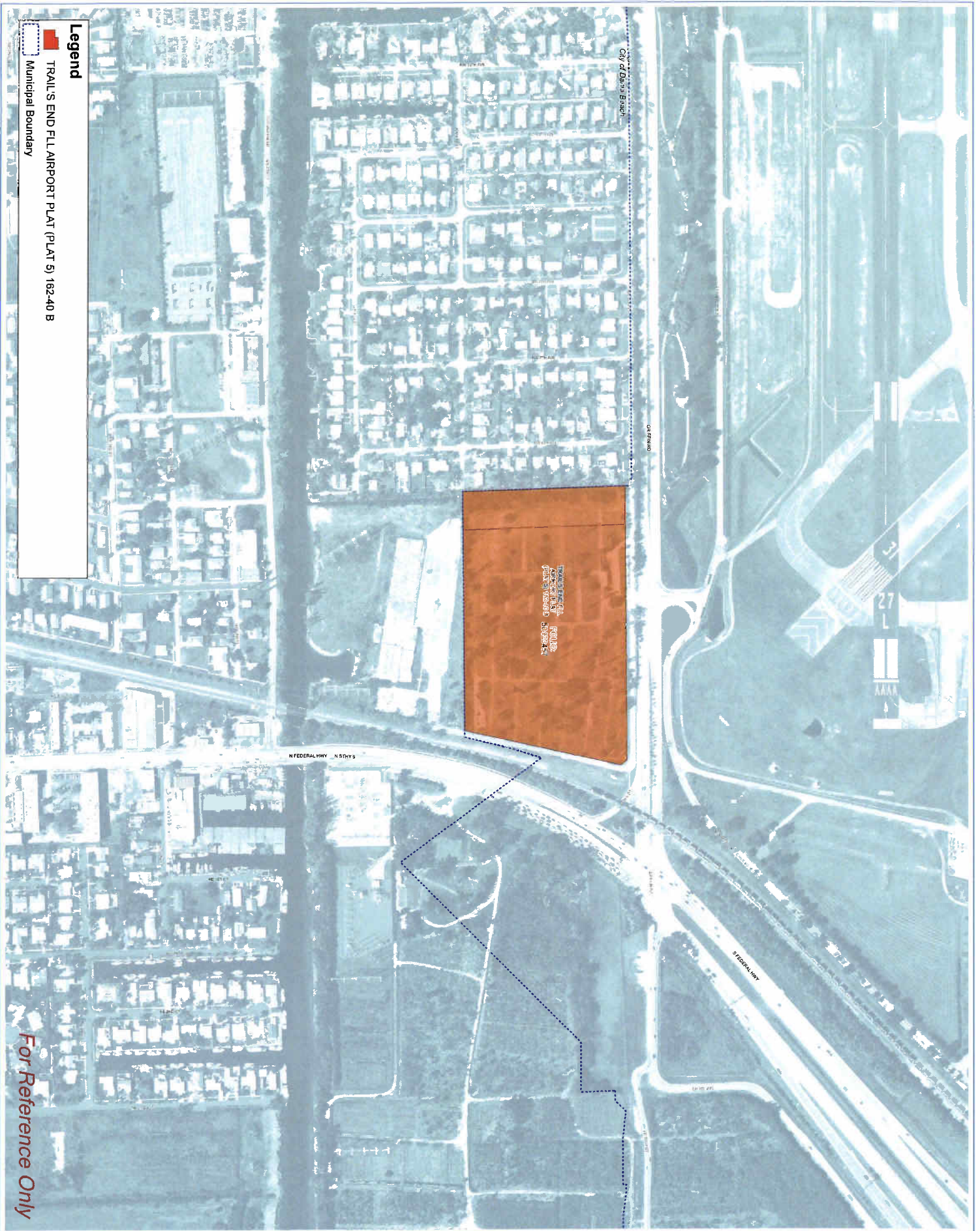
By: _____

_____ day of _____, 20__

Approved as to form by

Office of County Attorney
Broward County, Florida
JONI ARMSTRONG COFFEY, County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-6968

By _____
Christine C. Lee
Senior Assistant County Attorney



Legend

- TRAILS END FLL AIRPORT PLAT (PLAT 5) 162-40 B
- Municipal Boundary

For Reference Only



Legend

- BCAD Property
- Municipal Boundary



For Reference Only



AVIATION DEPARTMENT
 Planning & Development Division
 100 Aviation Boulevard
 Fort Lauderdale, FL 33315
 P 954-359-6171 F 954-359-1335
 www.broward.org/airport

BCAD Property within the City of Dania Beach

Exhibit E

Fort Lauderdale-Hollywood International Airport (FLL)





Legend

- BCAD Property
- Municipal Boundary



For Reference Only

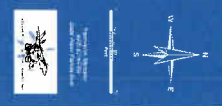


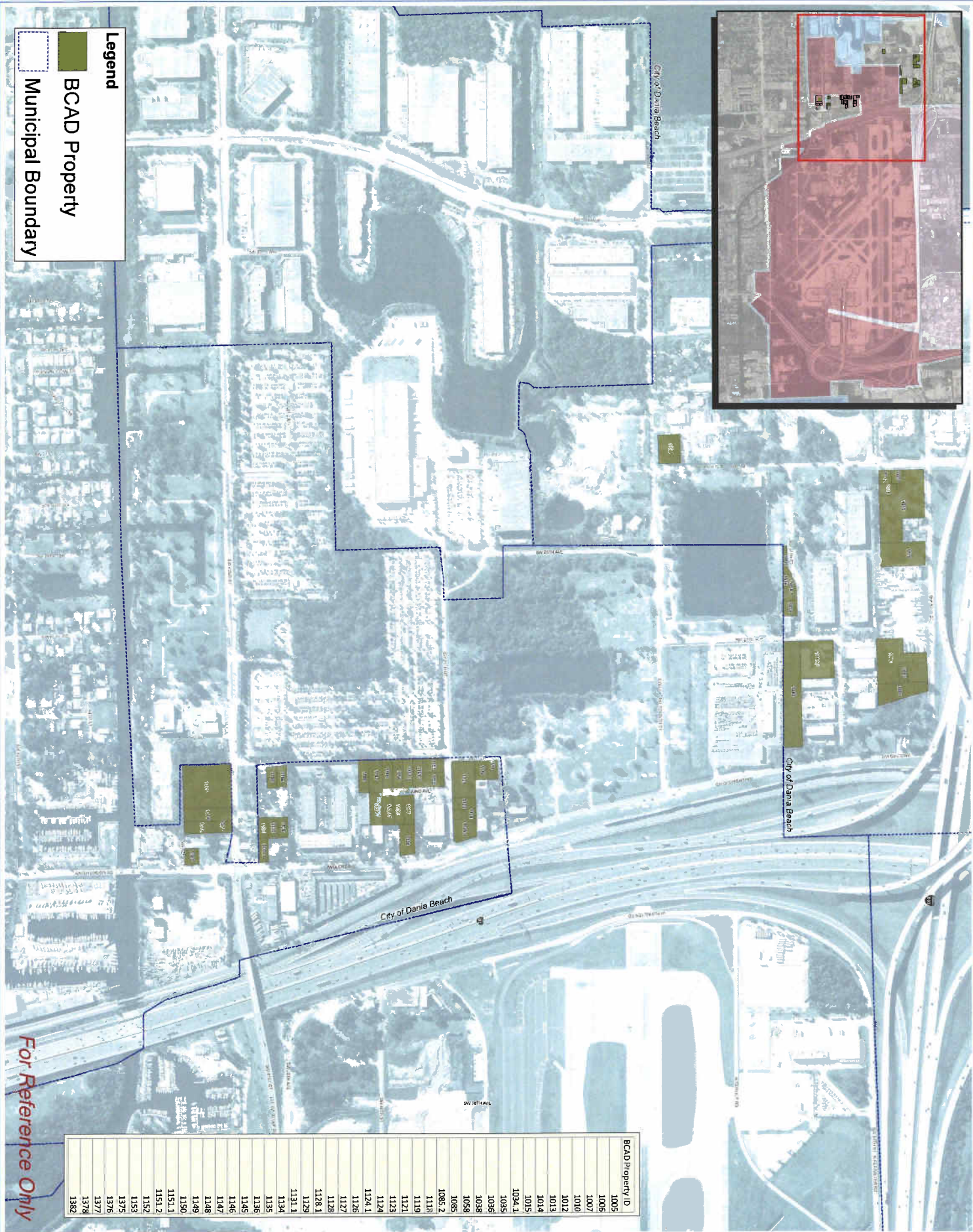
AVIATION DEPARTMENT
 Planning & Development Division
 100 Aviation Boulevard
 Fort Lauderdale, FL 33315
 P. 954-359-6171 F. 954-359-1355
 www.broward.org/airport

BCAD Property within the City of Dania Beach

Exhibit E

Fort Lauderdale-Hollywood International Airport (FLL)





Legend

- BCAD Property
- Municipal Boundary

BCAD Property ID
1005
1006
1007
1010
1012
1013
1014
1015
1034.1
1035
1036
1038
1058
1085
1085.2
1118
1119
1121
1123
1124
1124.1
1126
1127
1128
1128.1
1129
1131.1
1134
1135
1136
1145
1146
1147
1148
1149
1150
1151.1
1151.2
1152
1153
1375
1376
1377
1378
1382

For Reference Only

Legend

-  BCAD Property
-  Municipal Boundary

Dania Beach
Hollywood

COLLINS RD SW 36TH ST



1058

SW 26TH TER TRAM RD



For Reference Only

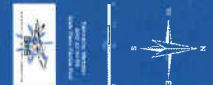


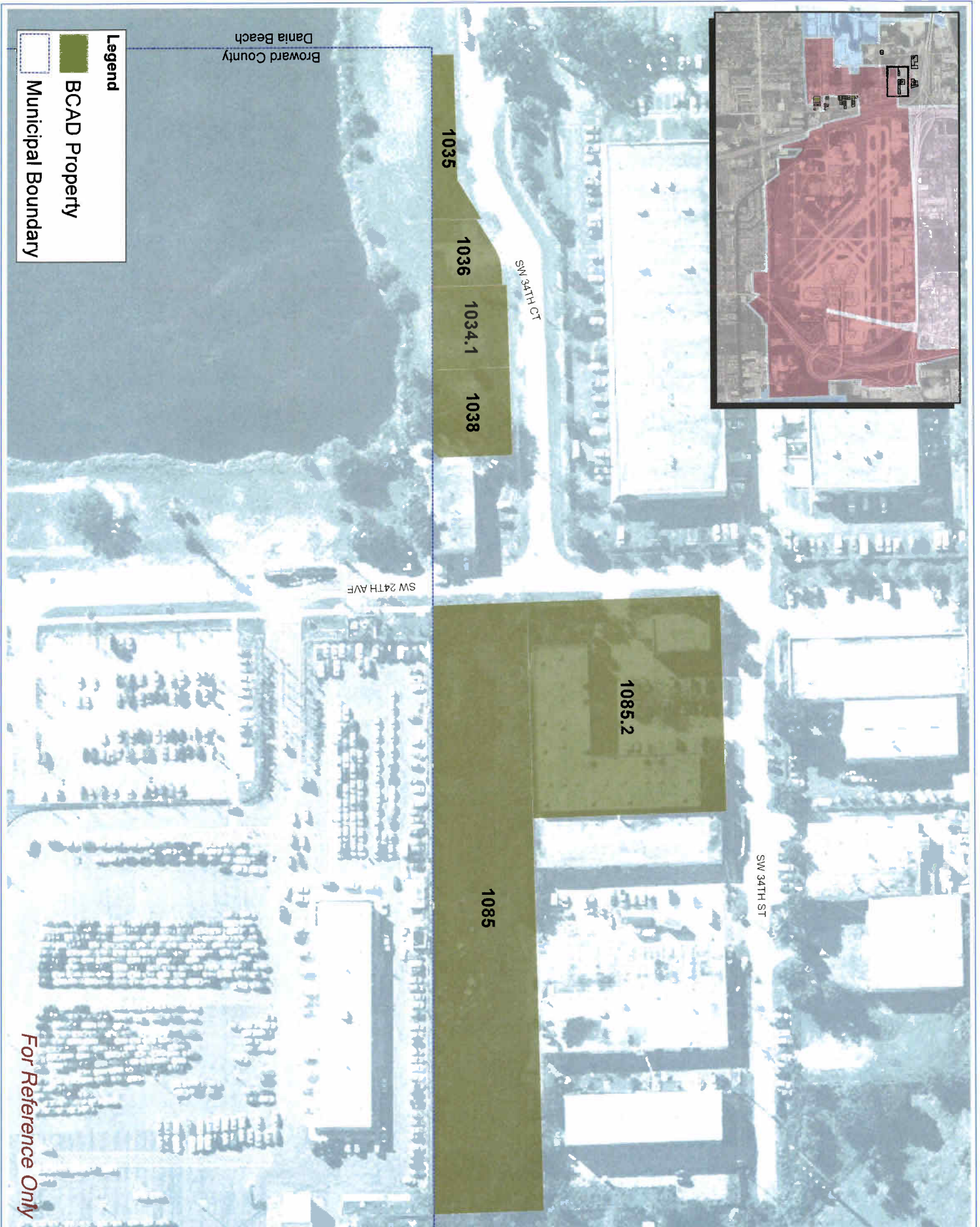
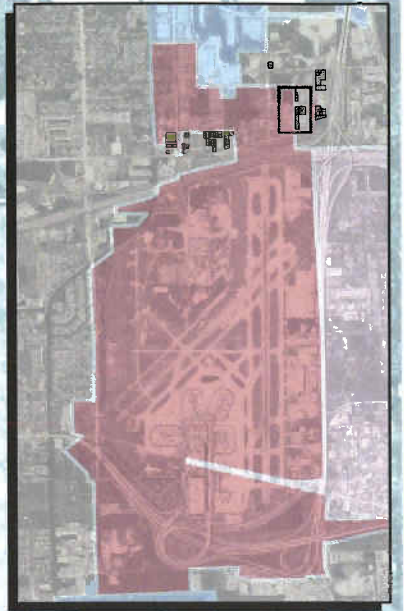
AVIATION DEPARTMENT
 Planning & Development Division
 100 Aviation Boulevard
 Fort Lauderdale, FL 33315
 P 954-359-6171 F 954-359-1335
www.broward.org/airport

BCAD Property within the City of Dania Beach

Exhibit E

Fort Lauderdale-Hollywood International Airport (FLL)





For Reference Only

Legend

- BCAD Property
- Municipal Boundary

Dania Beach
Broward County

BCAD Property within the City of Dania Beach

Exhibit E



AVIATION DEPARTMENT
 Planning & Development Division
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 Fort Lauderdale, FL 33315
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 www.broward.org/airport

Fort Lauderdale-Hollywood International Airport (FLL)





Legend

- BCAD Property
- Municipal Boundary

For Reference Only

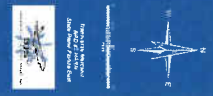
BCAD Property within the City of Dania Beach

Exhibit E



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Fort Lauderdale-Hollywood International Airport (FLL)





Legend

- BCAD Property
- Municipal Boundary



For Reference Only