

THIS INSTRUMENT PREPARED BY
AND SHOULD BE RETURNED TO:

Thomas J. Ansbro, Esq.
WEISS SEROTA HELFMAN
PASTORIZA & GUEDES, P.A.
3107 Stirling Rd., Suite 300
Ft. Lauderdale, FL 33312
(954) 763-4242

AMENDMENT TO "TIGERTAIL LAKE LEASE AND LICENSE AGREEMENT"
EXISTING BETWEEN CITY OF DANIA BEACH AND BROWARD COUNTY
COMMUNITY COLLEGE

This is an Amendment to the Lease and License Agreement identified above ("the Amendment"), which Amendment is entered into on 3/28/02, 2002. This is an Amendment to the Agreement first identified above, which Agreement presently exists between the City of Dania Beach, Florida, a municipal corporation (the "City") and Broward Community College ("BCC"). The Agreement is dated June 28, 2000 (the "Agreement").

The City and BCC wish to amend the Agreement, due to a request received by the City from BCC, pertaining to the provision of water service to BCC by Broward County, Florida. The City authorized execution of this Amendment pursuant to an ordinance, adopted on Feb 26, 2002.

In consideration of the mutual covenants, terms and conditions contained in this Amendment and other good and valuable consideration, the adequacy and receipt of which are acknowledged, the parties agree as follows:

1. Paragraph 10 of the Agreement, which paragraph is entitled "Utilities", is amended to add the following provision:

AGENDA ITEM F City authorizes the District Board of Trustees of BCC to enter into an "Owner's Agreement", a copy of which is attached to this Amendment, with full authority of the City to enter into it, to allow for the provision of water service to the facilities authorized to be constructed by BCC, as provided in paragraph 4 of this Agreement.

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2. All other terms and conditions of the Agreement, except as amended by this Amendment, shall remain in full force and effect.

3. In the event of any conflict between any provision of the Agreement and any provision in this Amendment, the parties agree that the provisions of this Amendment are controlling.

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first above written.

CITY OF DANIA BEACH, FLORIDA

ATTEST:

BY: Pat A. Shum
Mayor - Commissioner

BY: Charlene Johnson
Charlene Johnson, City Clerk

BY: Ivan Pato
Ivan Pato, City Manager

APPROVED AS TO LEGAL SUFFICIENCY:

BY: Thomas J. Ansbro
Thomas J. Ansbro, City Attorney

Signed, sealed and delivered in the presence of:

BROWARD COUNTY COMMUNITY COLLEGE

BY: Monica Salazar
Witness

BY: WILLIS HOLCOMBE
(Print or Type Name)

Monica Salazar
Print Name

Willis Holcomb
(Signature)

By: _____
Witness

AS ITS: PRESIDENT
(Title)

Print Name

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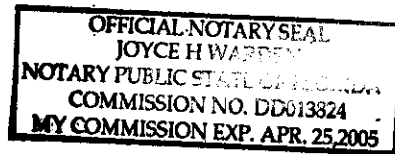
STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me on 3/28/02,
2002, by Willis Holcombe, as its President on behalf of
Broward County Community College. _____ is personally known to me or has
produced _____ as identification and did (did not) take an oath.

(NOTARY SEAL)

Joyce H. Warden

My Commission Expires:



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ORDINANCE NO. 2002-007

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING AN AMENDMENT TO THE "TIGERTAIL LAKE LEASE AND LICENSE AGREEMENT" EXECUTED JUNE 28, 2000, WHICH LEASE EXISTS BETWEEN THE CITY AND BROWARD COMMUNITY COLLEGE ("BCC"), PERTAINING TO A PARCEL OF LAND LOCATED WITHIN THE AREA KNOWN AS TIGERTAIL LAKE PARK, INCLUDING A LICENSE FOR NON-EXCLUSIVE USE OF THE LAKE WITHIN TIGERTAIL PARK ("LAKE") MORE PARTICULARLY DESCRIBED IN THE LEASE; AUTHORIZING AND DIRECTING THE EXECUTION OF THE AMENDMENT TO THE "TIGERTAIL LAKE LEASE AND LICENSING AGREEMENT" BY THE APPROPRIATE CITY OFFICIALS; AUTHORIZING THE DISTRICT BOARD OF TRUSTEES OF BCC TO ENTER INTO AN "OWNER'S AGREEMENT" TO ALLOW FOR THE PROVISION OF WATER SERVICE TO FACILITIES AUTHORIZED TO BE CONSTRUCTED BY BCC; PROVIDING FOR CONFLICTS; PROVIDING A SEVERANCE CLAUSE; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Dania Beach and Broward Community College ("BCC") entered into a the "Tigertail Lake Lease and License Agreement" dated June 28, 2000, in the form and content as attached to this ordinance and marked Exhibit "B", granting BCC a non-exclusive license to use all of the Lake; and

WHEREAS, BCC has requested that the City agree to amend Paragraph 10 of the Lease Agreement, pertaining to the provision of water service to BCC by Broward County, Florida; and

WHEREAS, the City of Dania Beach is willing to authorize the District Board of Trustees of BCC to enter into an "Owner's Agreement" with Broward County, a copy of which Agreement is attached to this amendment as Exhibit "C", with full authority of the City to enter into it, to allow for the provision of water service to the facilities authorized to be constructed by BCC;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, THAT:

Section 1. That that certain Amendment to "Tigertail Lake Lease and License Agreement" existing between the City of Dania Beach, as Landlord, and Broward Community College, a Florida corporation, as Tenant, and covering a parcel of land

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located within Tigertail Lake Park, an unexecuted copy of which is attached and made a part of this ordinance as Exhibit "A", is approved.

Section 2. That the proper City Officials are authorized and directed to execute the Amendment to the "Tigertail Lake Lease and License Agreement" existing between the City of Dania Beach, as Landlord, and Broward Community College, as Tenant; provided, however, that the City Manager and City Attorney are authorized to make minor modifications to the form of the Amendment if such are in the best interest of the City.

Section 3. If any section, clause, sentence or phrase of this ordinance is for any reason held invalid or unconstitutional by a court of competent jurisdiction, the holding shall not affect the validity of the remaining portions of this ordinance.

Section 4. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are repealed.

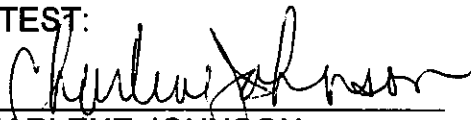
Section 5. This ordinance shall take effect immediately at the time of its passage.

PASSED AND ADOPTED on first reading on this December 11th, 2001.

PASSED AND ADOPTED on second reading on February 26th, 2002.


PATRICIA FLURY
MAYOR - COMMISSIONER

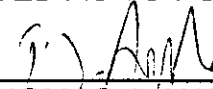
ATTEST:


CHARLENE JOHNSON
CITY CLERK

ROLL CALL:

COMMISSIONER BERTINO - YES
COMMISSIONER MCELYEA - YES
COMMISSIONER MIKES - YES
VICE-MAYOR CHUNN - YES
MAYOR FLURY - YES

APPROVED AS TO FORM AND CORRECTNESS:

BY: 
THOMAS J. ANSBRO
CITY ATTORNEY

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#9.3

CITY OF DANIA BEACH

MEMORANDUM

TO: Ivan Pato, City Manager
 Bud Palm, Public Works/Utilities Director

cc: Charlene Johnson, City Clerk
 John Latona, Esq., Attorney for BCC (Amendment & Memorandum only)

FROM: Tom Ansbro, City Attorney *TJA*

DATE: December 4, 2001

RE: Proposed Amendment to "Tigertail Lake Lease and License Agreement"
 Existing Between City of Dania Beach and Broward County Community
 College; City Authorization to BCC to enter into an "Owner's Agreement" with
 Broward County (to Provide for BCC Water Service)

Attached is a draft of the referenced Amendment and the "Owner's Agreement". Pursuant to BCC's request, we are assisting the college in its effort to obtain water services from the County (waste-water is to be treated by a septic tank system). By copy of this memorandum, I am asking Bud Palm to review the County Agreement provisions I have indicated, to confirm that the City can proceed to allow BCC to go forward with obtaining County water service as the County's form agreement provides. If there are any technical or legal concerns, please advise me as soon as possible.

By copy of this memorandum, I am also confirming my request to the City Clerk to proceed to agenda this for City Commission approval for the December 11, 2001 City Commission meeting. Although in my opinion it is not required by the Charter, I know Mr. Mikes is concerned with precedent. Therefore, an ordinance authorizing execution of the amendment (rather than a resolution) can be prepared. I can prepare it if you or the City Clerk so requests (or she can adapt the format used for the Humane Society lease amendment, possibly from this past spring).

TJA:slw
 566.001
 Attachments

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ORDINANCE NO. 2000-025

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING EXECUTION OF A LEASE AND LICENSE AGREEMENT BETWEEN THE CITY AND BROWARD COMMUNITY COLLEGE ("BCC"), PERTAINING TO A PARCEL OF LAND LOCATED WITHIN THE AREA KNOWN AS TIGERTAIL LAKE PARK, INCLUDING A LICENSE FOR NON-EXCLUSIVE USE OF THE LAKE WITHIN TIGERTAIL PARK ("LAKE") MORE PARTICULARLY DESCRIBED IN THE LEASE; AUTHORIZING AND DIRECTING THE EXECUTION OF THE LEASE AND LICENSING AGREEMENT BY THE APPROPRIATE CITY OFFICIALS; PROVIDING FOR CONFLICTS; PROVIDING A SEVERANCE CLAUSE; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, THAT:

Section 1. That that certain Lease and License Agreement between the City of Dania Beach, as Landlord, and Broward Community College, a Florida corporation, as Tenant, and covering a parcel of land located within Tigertail Lake Park, including a license for the non-exclusive use of the lake within Tigertail Park and more particularly described in the Lease and License Agreement, an unexecuted copy of which is attached and made a part of this ordinance as Exhibit "A", is approved.

Section 2. That the Mayor is authorized and directed to execute the Lease and License Agreement between the City of Dania Beach, as Landlord, and Broward Community College.

Section 3. If any section, clause, sentence or phrase of this ordinance is for any reason held invalid or unconstitutional by a court of competent jurisdiction, the holding shall not affect the validity of the remaining portions of this ordinance.

Section 4. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are repealed.

Section 5. This ordinance shall take effect immediately at the time of its passage.

PASSED AND ADOPTED on first reading on this 13th day of June, 2000.

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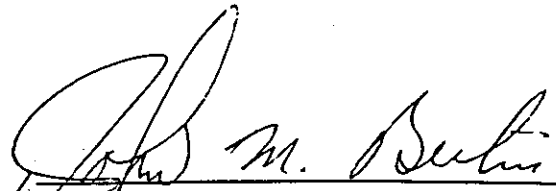
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EXHIBIT "B" -1-

ORDINANCE NO. 2000-025

PASSED AND ADOPTED on second reading on this 27th day of June, 2000.

For 
C.K. MCELYEA
MAYOR - COMMISSIONER

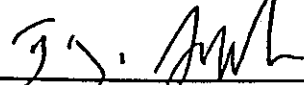
ATTEST:


SHERYL CHAPMAN
ACTING CITY CLERK

ROLL CALL:

MAYOR McELYEA - YES
VICE-MAYOR BERTINO- YES
COMMISSIONER ETLING - YES
COMMISSIONER MIKES- YES

APPROVED AS TO FORM AND CORRECTNESS:

BY: 
THOMAS J. ANSBRO
CITY ATTORNEY

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STATEMENT OF CHARGES - Number 1

To: District Board of Trustees, BCC

Address: 225 East Las Olas Blvd., Fort lauderdale, FL 33301

Project Title: BCC- Tigertail Water Sport Complex

OES Project Number: Development Coordinato Lech Nagoda

Engineering Consultant: Miller Legg and Associates

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AUG 29 2001

Estimated Project Cost (PC):	\$	<u>39,924.00</u>
Water - % of PC = <u>100.0</u>	Water Cost	\$ <u>39,924.00</u>
Sewer - % of PC = <u>0.0</u>	Sewer Cost	\$ <u>0.00</u>

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- A) Plan Review Fee (P.C. x 2.5 % , \$250.00 Minimum) (Less \$882.63 previously paid.) \$ 115.47
- B) Project Inspection Fee \$ N/A
- C) Water Capital Recovery Charge (_____ ERU @ \$893.00/ERU) \$ N/A
- D) Sewer Capital Recovery Charge (_____ ERU @ \$1576.00/ERU) \$ N/A
- E) Inspection Overtime Payment (0.0 hours @ \$35.00/hour) \$ N/A

Total Amount Due: \$ 115.47

Date:

Approved by: Lech Nagoda
 Lech Nagoda

total 998.10
paid -> - 882.63
to be paid 115.47

The above charges are based upon the Retail Water and Wastewater Rate Schedule approved by the Broward County Board of County Commissioners.

Control form 200-008
 Revised 10/92
 Form completed by LN
 File 2018SC1

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N/A means not applicable at this time.

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224830
7/16/2001

WEISS SEROTA HELFMAN
PASTORIZA & GUEDES, P.A.
ATTORNEYS AT LAW

NINA L. BONISKE
JAMIE ALAN COLE
EDWARD G. GUEDES
STEPHEN J. HELFMAN
GILBERTO PASTORIZA
JOSEPH H. SEROTA
RICHARD JAY WEISS
DAVID M. WOLPIN
STEVEN W. ZELKOWITZ

THOMAS J. ANSBRO*
LILLIAN ARANGO DE LA HOZ*
ALISON S. BIELER
MITCHELL A. BIERNAN
MITCHELL J. BURNSTEIN
ELAINE M. COHEN
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GERALD T. HEFFERNAN*

BROWARD OFFICE
3107 STIRLING ROAD, SUITE 300
FORT LAUDERDALE, FLORIDA 33312

JAMIE ALAN COLE
MANAGING SHAREHOLDER-BROWARD OFFICE

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*OF COUNSEL

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CHRISTOPHER F. KURTZ
PETER A. LICHTMAN
KAREN LIEBERMAN*
MATTHEW H. MANDEL
BERNARD S. MANDLER*
ALEXANDER L. PALENZUELA-MAURI
ANTHONY L. RECIO
GARY I. RESNICK*
NANCY RUBIN*
DANA S. SCHWARTZ
GAIL D. SEROTA*
ARI C. SHAPIRO
JEFFREY P. SHEFFEL
FRANCINE THOMAS STEELMAN
NANCY E. STROUD*
SUSAN L. TREVARTHEN
CARMEN I. TUGENDER
DANIEL A. WEISS*

December 4, 2001

VIA FACSIMILE AND U.S. MAIL

John Latona, Esq.
Latona & Isenberg
315 SE 7th St. Suite 301
Ft. Lauderdale, FL 33301

Re: Amendment to "Tigertail Lake Lease and License Agreement" Existing
Between City of Dania Beach and Broward County Community College; City
Authorization to BCC to enter into an "Owner's Agreement" with Broward
County (to Provide for BCC Water Service)

Dear Mr. Latona:

Enclosed please find a memorandum sent from me to Ivan Pato, City Manager and Bud Palm, Public Works/Utilities Director for the City of Dania Beach. Also enclosed is a draft Amendment regarding the above-referenced matter. Approval is tentatively scheduled for the December 11, 2001 City Commission meeting (the first reading of the authorizing ordinance).

Sincerely,


Thomas J. Ansbro

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TJA:slw
566.001

Ivan Pato, City Manager (no enclosures)
Bud Palm, Public Works/Utilities Director (no enclosures)
Charlene Johnson, City Clerk (no enclosures)

TIGERTAIL LAKE LEASE AND LICENSE AGREEMENT

THIS TIGERTAIL LAKE LEASE AND LICENSE AGREEMENT ("Lease") made and entered into this 28th day of June, 2000, by and between CITY OF DANIA BEACH, a Florida municipal corporation, hereinafter referred to as the "City" and BROWARD COMMUNITY COLLEGE, hereinafter referred to as "BCC".

WITNESSETH:

WHEREAS, the City presently owns and operates the property known as Tigertail Lake Park for the benefit of the citizens of Broward County, Florida, which is more particularly described in Exhibit "A" attached hereto ("Tigertail Park"); and

WHEREAS, the City acquired Tigertail Park from Broward County under an agreement and quit claim deed dated June 29, 1993, subject to certain restrictions contained therein and subject to an existing lease between Broward County and BCC dated July 12, 1983; and

WHEREAS, BCC and the City desire to enter into a new long term lease for a parcel of land located within Tigertail Lake and a license for the non-exclusive use of the lake within Tigertail Park ("Lake");

NOW, THEREFORE, in consideration of the premises and mutual covenants hereinafter contained, the parties do hereby consent and agree as follows:

1. Leased Premises: City hereby leases to BCC the real property more particularly described in and attached as Exhibit "A" ("Leased Premises"), pursuant to terms and conditions hereof.
2. License: City hereby grants to BCC the non-exclusive license to use all of the Lake.
3. Ingress and Egress: The City also grants to BCC the non-exclusive rights of ingress and egress from Anglers Avenue to the Leased Premises along roads and sidewalk designated by City as public thoroughfares in and around Tigertail Park as well as the non-exclusive rights of ingress and egress to and from the Lake from the surrounding shore of the Lake to conduct its activities and for purposes of maintaining the Lake.
4. Construction of Conference Building, Boathouse and Other Auxiliary Facilities: BCC agrees to design and construct on the Leased Premises a conference building, a boathouse and storage building, parking lot and other auxiliary facilities that support the instructional, recreational and community related activities available to BCC students, faculty and staff as well as the general public. All construction shall comply with the following conditions:

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(a) Construction of the improvements shall conform to the State Uniform Building Code for Public Educational Facilities Construction promulgated pursuant to Florida Statutes Section 235.26 and amendments thereto as well as by any other governmental authority having jurisdiction over the nature and content of the improvements to be constructed upon the Leased Premises and BCC shall obtain all necessary approvals and permits required by applicable governmental authorities. However, notwithstanding the foregoing, site plan elements (signs, parking, elevations, landscaping, etc.) shall be subject to approval by City for the improvements to be constructed as well as future improvements, if any.

(b) After commencement of construction, BCC agrees to carry such construction through continuously and with due diligence through completion in accordance with the plans and specifications approved by the appropriate governmental authorities.

City grants to BCC a non-exclusive easement over, under, on and through that portion of Tigertail Park previously designated as Utility Easement and described in attached Exhibit "C" for BCC to install, construct, operate, use, maintain and repair and replace electric service, drainage improvements and irrigation improvements to serve the Leased Premises.

5. Use of Leased Premises and Lake: BCC shall only use the Leased Premises for instructional, recreational and community related activities and programs available to BCC students, faculty and staff as well as the general public. The Leased Premises shall be under the sole control of BCC during the term of this Lease; however, BCC shall only have non-exclusive use of the Lake. The City shall give BCC notice of any permits granted by the City to third parties to use the Lake. The City shall retain the use of the Lake and the right to grant other licenses to use the Lake so long as such other licenses do not unreasonably interfere with the use of the Lake by BCC. BCC agrees not to use the Leased Premises for any other purpose than those set forth above without the prior written consent of City.

6. Term: This Lease shall be for a term of forty (40) years commencing July 1, 2000 and terminating on such date forty (40) years thereafter. Subject to the terms and conditions contained herein, the parties hereto shall have the right to mutually agree for an extension of this Lease or terms and conditions as are deemed appropriate.

7. Rent: In lieu of rent and as part of the consideration hereof, BCC agrees to provide a college level watersports program readily available to the citizens of the City utilizing the facilities to be constructed in accordance with Paragraph 4 above and to staff watersports programs for regularly scheduled community service sailing, canoeing and wind surfing classes for City adult residents. These classes will continue to be offered to all Broward residents and shall be scheduled several times during each week of classes. Also, the BCC facilities shall be available to various community groups and public service organizations on a regular scheduling basis as reasonably determined by BCC.

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8. Further Consideration: As further consideration for the granting of this Lease and license, BCC agrees to convey at the time of the execution of this Lease all of its right, title and interest in and to the existing building previously constructed or used by BCC and located at the southeast corner of the Lake. BCC shall also allow public parking in the parking facilities of BCC within the Leased Premises for those using the Lake facilities or other facilities of City around the Lake on a space available basis. Further, BCC agrees to charge the same fees for any resident of City as it charges to BCC students for any of its programs or activities open to the public or otherwise available to City residents.

9. Net Lease: Except as otherwise provided in this Lease, this Lease is an absolute net lease and BCC hereby assumes and agrees to pay and perform all payments, expenses, duties and obligations in relation to the Leased Premises, the improvements thereon or to be constructed and appurtenances thereto, and the use, maintenance and operation thereof, whether such duties and obligations would otherwise be construed to be those of City or BCC, so that no matter from what source arising, if anything shall be required to be done in, upon or about the Leased Premises, the improvements thereon or to be constructed thereon or appurtenances thereto, the same shall be done and fulfilled at the sole expense and responsibility of BCC, without any expense, liability or obligation whatsoever to or on the City, except for such obligations as are expressly assumed by City herein, if any.

10. Utilities: BCC covenants that it will promptly pay for all gas, water, electricity, trash and sewage disposal, and all other utilities used in connection with the Leased Premises during the term of this Lease.

11. Taxes: Throughout the term of this Lease, in the event any real estate taxes or other charges or assessments are levied against the Leased Premises or the leasehold by any governmental authority, BCC agrees to pay same prior to any said taxes or assessments become delinquent and shall provide evidence of payment of same to City.

12. Equipment: BCC agrees to provide all necessary equipment needed for its programs and such equipment shall at all times remain the property of BCC. BCC agrees to insure said equipment for fire, theft, vandalism and liability as a result of personal injury caused by said equipment.

13. Maintenance and Repairs of Leased Premises: The Leased Premises, all improvements, now or hereafter existing on the Leased Premises, both exterior and interior, and equipment located thereon, shall at all times be maintained in good, serviceable, neat, clean and presentable condition, all at the expense of BCC, it being an express condition of this Lease that the same be kept in an attractive manner at all times.

14. Maintenance of Lake: During the term of this Lease, BCC will provide the necessary aquatic weed control and maintenance of Lake and its banks. The City will pay one-half the cost of such control and maintenance. BCC will also maintain and repair any existing fencing.

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15. Maintenance and Repair by City: City will continue to provide grounds maintenance for Tigertail Park except for the Lake, the Leased Premises or as otherwise is specifically the obligation of BCC under the terms of this Lease. City agrees not to plant any trees on the southern and eastern banks of the Lake if such plantings would significantly interfere with the prevailing winds and consequently, with sailing activities on the Lake.

16. Insurance:

BCC agrees to provide public liability insurance on the structure and surrounding area. BCC accepts responsibility for all participants in BCC's watersports program and related activities including students, community service students, visitors, guests and community groups utilizing BCC's facilities and activities. BCC as a self-insured State supported entity, will provide self-insurance coverage in the amount of \$100,000.00/\$200,000.00.

17. Security: BCC reserves the right to fence the Leased Premises and otherwise provide for the security of any buildings and personal property located on the Leased Premises. BCC shall have the right to promulgate reasonable rules for those participating in its programs and utilizing the Leased Premises and the Lake.

18. Construction Liens: BCC shall not suffer, create or permit any construction liens or other liens to be filed against the Leased Premises or the Lake by reason of any work, labor, service or materials supplied or claimed to have been supplied to BCC. BCC shall comply with all bonding requirements (including the obligation for replacement surety bond if necessary) and construction laws for public entities, including but not limited to, proper payments and dispute resolution procedures under Chapter 218 of the Florida Statutes. BCC shall indemnify City against all claims from whatever source from all lienors or other claimants for any work, labor, service or materials supplied or claimed to have been supplied to BCC. Further, the parties acknowledge that as public entities under the current construction law statute of Florida, City is not subject to the filing of construction liens; however, in the event during the term of this Lease that such law changes, BCC will continue to indemnify City to the extent permitted by law against all costs, liabilities, suits, penalties, claims and demands including reasonable attorneys' fees resulting from the filing of a construction lien; and in the event such a lien is filed, BCC shall, within thirty (30) days after notice to BCC of the filing thereof, cause any such lien to be discharged of record or transferred to bond.

19. As Is: By the execution of this Lease, BCC is hereby accepting the Leased Premises and the Lake in "as is" condition with all faults and BCC acknowledges that City makes no warranties or representations that the Leased Premises or the Lake are fit for the purposes desired by BCC.

20. Default: Failure of BCC to comply with any of the covenants and conditions of this Lease shall constitute a default and City may, at its option, terminate this Lease after sixty (60) days notice in writing, unless the default is cured within the notice period; or in the event such default cannot be cured within such period of time and BCC shall commence to cure same within the notice period and thereafter diligently pursue the cure of the default to conclusion. Additionally, the

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happening of any of the following events shall constitute a default by BCC and should they occur, this Lease shall automatically terminate:

- (a) Abandonment of the Leased Premises or discontinuation of operation of its aquatic programs at the Leased Premises and the Lake (other than discontinuation of operations involving normal hours of closing, seasonal closings or closings resulting from the necessity to repair or rebuild), or
- (b) Filing by BCC of any bankruptcy proceedings, plan or arrangement, reorganization or any other proceeding under the Bankruptcy Act or other available statutes from which BCC cannot secure a discharge within sixty (60) days.

21. Assignment and Subletting: BCC agrees that this Lease shall not be assigned nor the Leased Premises sublet without the prior written consent of City except BCC may grant temporary licenses to use the building on a function by function basis.

22. Indemnification and Governmental Immunity: BCC is a state agency or political subdivision as defined in Chapter 768.28, Florida Statutes, and agrees to be fully responsible for acts and omissions of its agents and employees to the extent permitted by law. In addition, to the extent permitted by law, BCC shall indemnify, hold harmless and, at City's option, defend City, its officers, agents, servants and employees against any and all claims, losses, liabilities and expenditures of any kind, including attorneys' fees, court costs, expenses caused by the negligent acts or omissions of BCC, its employees, agents, servants or officers occurring, resulting from, or related to the subject matter of this Lease, including, without limitation, any and all claims, demands or causes of action of any nature whatsoever, resulting from injuries or damage sustained by any persons or property.

23. Use and Enjoyment: BCC, in the use and enjoyment of the Leased Premises and the Lake, shall comply with all governmental regulations, statutes, ordinances, rules and directives of the federal, state, county and municipal governments which have jurisdiction over (i) the Leased Premises and the Lake and (ii) the business or activities being conducted thereon.

24. BCC Warranties: BCC represents, warrants and covenants with City that:

(a) BCC and its representatives executing this Lease have the full power and authority to make, deliver, enter into and perform pursuant to the terms and conditions of this Lease and have taken all necessary action or its equivalent to authorize the execution, delivery and performance of the terms and conditions of this Lease.

(b) Neither the execution or delivery of this Lease, nor fulfillment of or compliance with the terms of conditions hereof, conflict with or will result in a breach of any of the terms, conditions or provisions of any agreement or instrument to which BCC is a party of by which it is bound, or constitute or will constitute a

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default under any of the foregoing, or result or will result in the creation of a lien, claim, charge or encumbrance.

(c) BCC and any officers executing this Lease have the full power and authority to make, deliver, enter into and perform pursuant to the terms and conditions of this Lease and have taken all necessary action or its equivalent to authorize the execution, delivery and performance of the terms and conditions of this Lease. BCC is not now the subject of a pending, threatened, or contemplated bankruptcy proceeding.

(d) Except for gasoline used as a fuel in its watercraft, BCC, its officers, agents or employees have not used, discharged or stored and will not use, discharge or store, any hazardous or toxic materials on or about the Leased Premises or the Lake and BCC has received no written notice with respect to hazardous waste or toxic substances on or under the Leased Premises or the Lake. To the best of BCC's knowledge, no such toxic or hazardous materials are now located on or below the Leased Premises or the Lake.

(e) That this Lease and all other documents to be executed and delivered by BCC in connection with the consummation of this Lease are valid, binding and enforceable in accordance with their respective terms and conditions.

25. City Warranties:

(a) City and its representatives executing this Lease have the full power and authority to make, deliver, enter into and perform pursuant to the terms and conditions of this Lease and have taken all necessary action or its equivalent to authorize the execution, delivery and performance of the terms and conditions of this Lease.

(b) Neither the execution or delivery of this Lease, nor fulfillment of or compliance with the terms of conditions hereof, conflict with or will result in a breach of any of the terms, conditions or provisions of any agreement or instrument to which City is a party of by which it is bound, or constitute or will constitute a default under any of the foregoing, or result or will result in the creation of a lien, claim, charge or encumbrance.

(c) City and any officers executing this Lease have the full power and authority to make, deliver, enter into and perform pursuant to the terms and conditions of this Lease and have taken all necessary action or its equivalent to authorize the execution, delivery and performance of the terms and conditions of this Lease. City is not now the subject of a pending, threatened, or contemplated bankruptcy proceeding.

(d) That City, its officers, agents or employees have not used, discharged or stored and will not use, discharge or store, any hazardous or toxic materials on or

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about the Lease Premises or the Lake and City has received no written notice with respect to hazardous waste or toxic substances on or under the Leased Premises or the Lake. To the best of City's knowledge, no such toxic or hazardous materials are now located on or below the Leased Premises or the Lake.

(e) That this Lease and all other documents to be executed and delivered by City in connection with the consummation of this Lease are valid, binding and enforceable in accordance with their respective terms and conditions.

(f) City represents that during the term of this Lease it will not conduct or allow any boating or other watersports on the Lake except for the aquatic programs of BCC. Fishing will be allowed but only from the banks of the Lake.

26. Prior Agreements: This Lease supersedes and replaces that certain Tigertail Lake Agreement dated July 12, 1983 by and between Broward County and BCC.

27. Further Conditions: BCC acknowledges and agrees that this Lease is subject to the terms and conditions of that certain agreement between Broward County and City providing for transfer of real and personal property within Tigertail Park to City dated June 29, 1993; and in particular, Articles 5 and 6 of said agreement. This Lease is also subject to the restrictions contained in that certain quit claim deed from Broward County to City recorded in Official Records Book 20929, Page 662, Public Records of Broward County, Florida.

28. Notices: In the event any notices are to be delivered hereunder, said notice shall be effective upon receipt, if hand delivered or sent by overnight, commercial courier, or upon posting in the United States Mail, certified mail, return receipt requested addressed to the parties as follows:

As to City: Michael Smith, City Manager
City of Dania Beach
100 West Dania Beach Boulevard
Dania Beach, FL 33004

With Copy to: Thomas Ansbro, City Attorney
City of Dania Beach
Weiss, Serota, Helfman, Pastoriza
& Guedes, P.A.
1132 S.E. 2nd Avenue
Fort Lauderdale, FL 33316

As to BCC: Broward Community College
Mr. Tony Stallworth
225 East Las Olas Boulevard
Fort Lauderdale, Florida 33301

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With Copy to: John Latona, Esq.
College Attorney
Broward Community College
Downtown Center
225 East Las Olas Boulevard
Fort Lauderdale, FL 33301

29. Attorneys' Fees: In the event of any dispute which may arise concerning the terms or conditions of this Lease, the prevailing party in such dispute shall be entitled to recover all reasonable costs and expenses or such dispute, including, without limitation, its reasonable attorneys' fees and costs incurred through all levels of appellate litigation.

30. Entry on to the Leased Premises: City or any of its authorized agents or employees shall have the right to enter upon the Leased Premises during reasonable hours to inspect same for any reason or in order to make inquiry with respect to or ascertain whether BCC is complying with the terms of this Lease. In exercising its rights to inspect as provided for herein, City agrees that such right of inspection shall be conducted so as not to interfere with BCC's occupancy of the Leased Premises or any business being conducted by BCC thereon.

31. Rights are Cumulative: The rights of the parties hereunder shall be cumulative and shall be in addition to rights as otherwise provided by the statutes of the State of Florida. Failure on the part of any party to exercise promptly any rights afforded it by said laws shall not operate to forfeit such rights.

32. Successors and Assigns: This Lease shall be binding upon the parties hereto, their successors and assigns.

33. Eminent Domain: If, at any time during the term of this Lease the legal title to the Leased Premises or the improvements located thereon or any portion thereof be taken, appropriated, or condemned by reason of eminent domain, there shall be such division of the proceeds of award in such condemnation proceeding and such abatement of rent and other adjustments made as shall be just and equitable under the circumstances. If the City and BCC are unable to agree upon what division, annual abatement of rent or other adjustments are just and equitable within sixty (60) days after such award shall have been made, then the matters in dispute shall be by appropriate proceedings submitted to a court having jurisdiction of such matters and such controversy for its decision and the determination of such matters in dispute. If the legal title to the entire Leased Premises be wholly taken by condemnation proceedings, this Lease shall be automatically canceled. In general, its is the intent of this paragraph that upon condemnation the parties thereto shall share in the award to the extent that their respective interests are destroyed, damaged or depreciated by the exercise of the right of eminent domain.

34. Surrender of Leased Premises: BCC shall quietly and peaceably deliver the Leased Premises to City at the termination of this Lease in as good a condition as originally received,

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ordinary wear and tear expected, and subject to the repair and maintenance obligations as provided in this Lease. Any and all improvements, alterations, additions made by BCC at any time, including the original construction of the buildings, shall immediately be and remain a part of the Leased Premises and upon termination of this Lease, shall become the property of City without the necessity of City paying compensation therefor.

IN WITNESS WHEREOF, the parties have caused this Lease to be executed on this 28th day of June, 2000.

CITY:

CITY OF DANIA BEACH,
a Florida municipal corporation

ATTEST:

Sheryl Chapman
SHERYL CHAPMAN
ACTING CITY CLERK

C.K. McELYEA
MAYOR
COMMISSIONER
MICHAEL W. SMITH, CITY MANAGER

APPROVED FOR FORM
AND CORRECTNESS:

BY: Thomas J. Ansbro
THOMAS J. ANSBRO
CITY ATTORNEY

[Signature]
College Attorney

BROWARD COMMUNITY COLLEGE

[Signature]
Chairperson, District Board of Trustees

WITNESSES:

Joyce Warden

[Signature]
President, Broward Community College

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JUN 28 2000

ENCLOSURE 3

LEGAL DESCRIPTION

Portions of Lots 10 through 14, 21 through 23, 60 through 67 inclusive and all of Lots 15 through 20 inclusive, Block 10, and portions of Lots 9, 10 and 17 and all of Lots 11 through 16 inclusive, Block 11, together with rights-of-way lying adjacent to the above mentioned Lots, "HIGHLAND PARK UNIT NO. 2", according to the plat thereof, as recorded in Plat Book 12, Page 29, of the Public Records of Broward County, Florida, being more particularly described as follows:

COMMENCE at the Northwest corner of Section 33, Township 50 South, Range 42 East, said point also being the Northwest corner of said Plat;

THENCE South 00°00'00" West on the West line of said Section 33, a distance of 795.96 feet;

THENCE South 90°00'00" East, 398.00 feet to the POINT OF BEGINNING, said point being the beginning of a non-tangent curve, concave to the Northwest, having a radial bearing of South 27°24'09" East from the radius point of the next described curve;

THENCE Northeasterly along the back of an existing concrete walk and on the arc of said curve, having a radius of 446.00 feet, a central angle of 28°19'30" and an arc distance of 220.49 feet;

THENCE South 81°43'45" East, 251.50 feet to a point on the existing railroad right-of-way line of C.S.X. Railroad as shown on Craven Thompson & Associates Inc. drawing, Project No. 89-0050, dated 11-13-95,

THENCE South 08°32'11" West on said right-of-way line, 383.63 feet;

THENCE North 63°55'08" West, 395.94 feet;

THENCE North 00°13'40" East, 96.69 feet to the POINT OF BEGINNING.

Said lands situate, lying, and being in the City of Dania, Broward County, Florida and containing 111,314 square feet (2.5554 acres) more or less.

SURVEYOR'S NOTES:

- 1. Not valid without the signature and original raised seal of a Florida Licensed Surveyor and Mapper.
- 2. Lands shown hereon were not abstracted by the surveyor for rights-of-way, easements, ownership, or other instruments of record.
- 3. Bearings shown hereon are relative to the West line of Section 33, Township 50 South, Range 42 East having an assumed bearing of South 00°00'00" W.
- 4. This sketch does not constitute a survey.

Perk J. Aldacosta
Perk J. Aldacosta
Professional Surveyor and Mapper No. 4328
State of Florida

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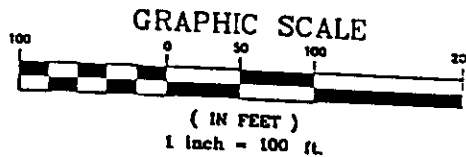
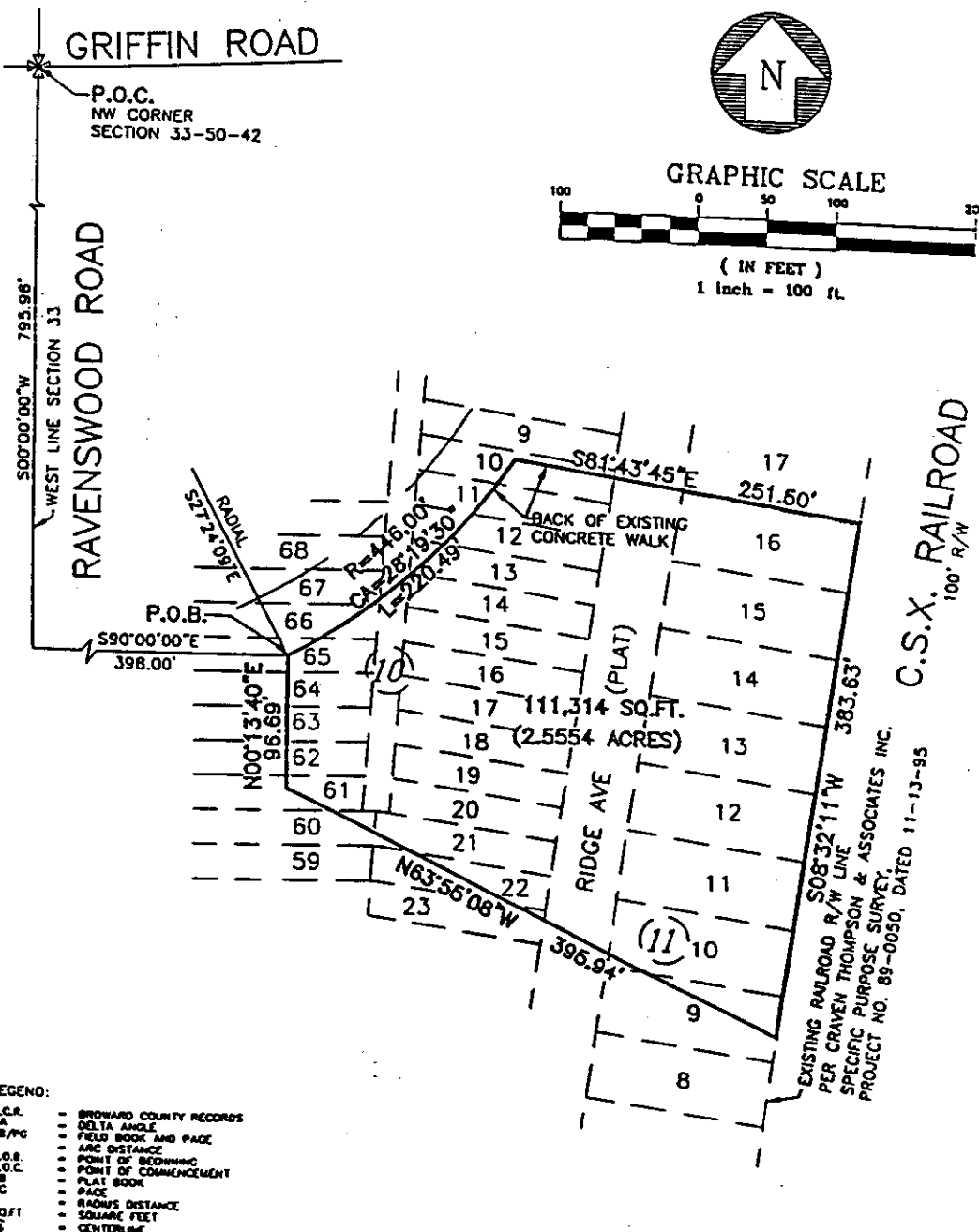
ENCLOSURE 1

Prepared by:
CALVIN GIORDANO AND ASSOCIATES, INC.
Two Oakwood Blvd., Suite 120
Hollywood, Florida 33020
November 17, 1998
Revised November 19, 1998
P:\Projects\971826\SURVEY\LEGAL DESCRIPTIONS\PI.LGL.DOC

SKETCH OF DESCRIPTION

3

PORTIONS OF LOTS 10-14, 21-23, 60-67 INCLUSIVE AND ALL OF LOTS 15-20 INCLUSIVE, BLOCK 10, AND PORTION OF LOTS 9, 10 & 17 AND ALL OF LOTS 11-16 INCLUSIVE, BLOCK 11 TOGETHER WITH ADJOINING RIGHTS-OF-WAYS, "HIGHLAND PARK UNIT NO. 2", PLAT BOOK 12, PAGE 29, BROWARD COUNTY RECORDS CITY OF DANIA, BROWARD COUNTY, FLORIDA




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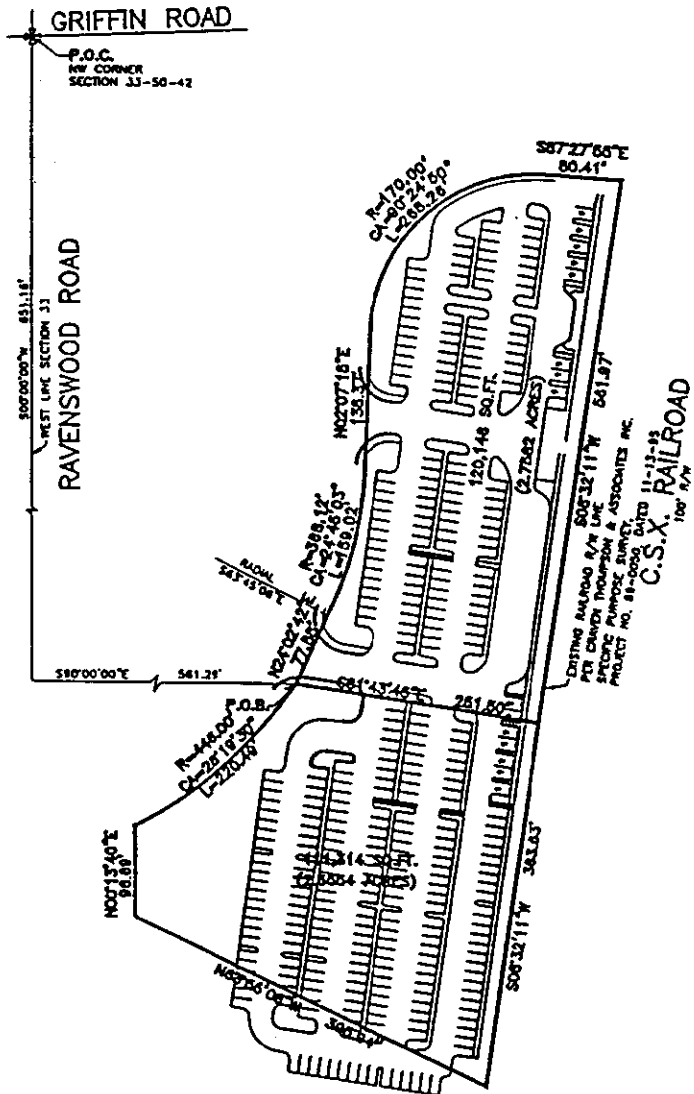
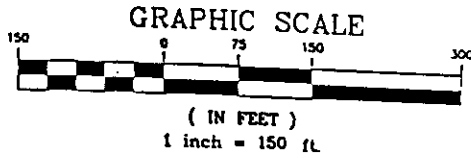
P:\PROJECTS\971826\SURVEY\SKETCH\971826P1.DWG BETH SHEET 2 OF 3 S

REVISION	DWN	DATE	FB/PG
REVISE SKETCH & DESCRIPTION	BAS	11-19-98	N/A



Calvin, Giordano & Associates, Inc.
Engineers Surveyors Planners
 2 Oakwood Boulevard Suite 120
 Hollywood, Florida 33020
 954.921.7781 954.921.8607 fax
 Certificate of Authorization No. 67

LOCATION SKETCH
FOR INFORMATIONAL PURPOSES ONLY
CITY OF DANIA, BROWARD COUNTY, FLORIDA



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P:\PROJECTS\971826\SURVEY\SKETCH\971826P3.DWG BETH

SHEET 3 OF 3 S

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REVISION	DWN	DATE	FB/PG
REVISE SOUTHERN PORTION	BAS	11-19-98	N/A



Calvin, Giordano & Associates,
Engineers Surveyors Planners
2 Oakwood Boulevard Suite 120
Hollywood, Florida 33020
954.921.7781 954.921.8807 fax
Certificate of Authorization No. 6

11 = Provisions for BUD PALMIS
REVIEW AND O.K.

T. J. ANSBRO - City Attorney, Davis Beach

ORIGINAL

12/4/01

PROJECT NO. 2018
BUDGET NO. 4620 126 2018 6500

OWNER'S AGREEMENT (Water Service)

THIS AGREEMENT, entered at Fort Lauderdale, Broward County, Florida, this ____ day of _____, 20____ between Broward County (COUNTY), a political subdivision of the State of Florida, whose address is 115 South Andrews Avenue, Fort Lauderdale, Florida 33301-4800 and Broward Community College (OWNER), whose address is 3501 S.W. Davie Road, Davie, Florida 33314.

WITNESSETH

WHEREAS, COUNTY owns and operates water distribution and wastewater (sanitary sewer) collection facilities known as the Broward County water and wastewater system.

WHEREAS, OWNER owns or controls certain property in Broward County, Florida, described in attached EXHIBIT "A"; and all references to "PROPERTY" mean that described in EXHIBIT "A"; and

WHEREAS, OWNER is desirous of procuring water service from COUNTY for a school sports facility to be constructed on PROPERTY; and

WHEREAS, this Agreement and all stipulations and covenants are subject to the approval of the Florida Department of Health and Rehabilitative Services, the Florida Department of Environmental Protection, the Broward County Health Department, the Broward County Department of Planning and Environmental Protection, and all other regulatory agencies having jurisdiction of the subject matter of this Agreement.

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EXHIBIT "C"

NOW, THEREFORE, in consideration of the mutual covenants and undertakings of the parties and other good and valuable considerations; the parties agree, subject to the above provisions of the fourth preamble, as follows:

I - CONSTRUCTION OF PROJECT

(A) The term OWNER includes each and every owner of any parcel of land located within PROPERTY and OWNER's successors and assigns.

(B) The term "DIRECTOR" refers to the Director of the Broward County Environmental Engineering Division, or designated representative.

(C) OWNER shall design, install and construct at OWNER's expense and at no cost to COUNTY water and/or wastewater facilities, generally consisting of 924 L.F. of 6" D.I.P. water main, 4 - 6" gate valves, 1 - 12" x 6" tapping sleeve with valve, 66 L.F. of jack and bore, 1 - domestic water service and appurtenances, hereafter called "PROJECT" that will serve the OWNER's private fire system, which is comprised of 1 - 6" double detector check valve assembly, valves, piping and various other components. PROJECT specifically is shown on drawings prepared by OWNER's registered professional engineer, Miller, Legg and Associates, 1800 N. Douglas Road, Pembroke Pines, Florida 33024 dated June 18, 2001, on record in the office of Broward County Public Works Department, Environmental Engineering Division, as Drawing No. 0233-73-037, and referred to as "DRAWINGS," which are incorporated by reference. OWNER acknowledges receipt of an approved copy of DRAWINGS. PROJECT will be located totally within existing rights-of-way or within easements granted by OWNER to COUNTY at no cost to COUNTY. PROJECT will become the property of COUNTY and will be maintained by COUNTY when PROJECT has been satisfactorily installed and constructed and other provisions contained in this Agreement are met. OWNER's professional engineer has determined the estimated the value of PROJECT to be \$39,924.00.

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(D) OWNER may need to design, install and construct at OWNER's expense and at no cost to COUNTY, additional private facilities to provide service to all of PROPERTY. These facilities will remain the property of OWNER and will not be maintained by COUNTY. These facilities, if needed, are also shown on DRAWINGS.

(E) OWNER shall provide written status reports upon request of DIRECTOR, from the time this Agreement is executed until PROJECT has been completed and accepted by COUNTY.

(F) OWNER shall, at OWNER's expense, retain the services of the same registered professional engineer who prepared DRAWINGS for the purposes of providing necessary inspections and supervision of the installation of PROJECT to insure that installation is, at all times, in compliance with DRAWINGS, COUNTY standards and accepted sanitary engineering practices. A copy of OWNER's engineer's field reports shall be submitted to DIRECTOR upon request. If OWNER engages the services of another registered professional engineer, then OWNER must notify COUNTY within five (5) days of such engagement.

(G) OWNER will arrange to hold a Pre-Construction meeting with the DIRECTOR, OWNER and/or OWNER's engineer, and OWNER's contractor. Notification of said meeting shall be made in writing and received by all parties seventy-two (72) hours in advance, and said meeting will be held at least twenty-four (24) hours prior to start of any/all phases of installation.

(H) OWNER will notify DIRECTOR before any installation is begun and at the times when inspections will be required. Said notification shall be made in writing and shall be received by DIRECTOR at least twenty-four (24) hours in advance of the time installation is begun or inspections will be made.

(I) The work to be performed by OWNER shall be in accordance with all requirements of the regulatory agencies having jurisdiction of the subject matter of this Agreement.

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(J) The work to be performed by OWNER and materials used by OWNER shall be in accordance with DRAWINGS, COUNTY standards and accepted sanitary engineering practices. During installation and at the time when periodic inspections are required, DIRECTOR, together with OWNER's engineer, will be present to observe and jointly witness tests for determination of conformance with DRAWINGS, COUNTY standards and accepted sanitary engineering practices. All work done without inspection by COUNTY may not be accepted and may be ordered removed and replaced at OWNER's sole expense. Failure to satisfactorily repair, remove or replace, if directed; rejected, unauthorized or condemned work or materials may result in suspension of COUNTY project inspection activities, and/or termination of this Agreement.

II - CAPITAL RECOVERY AND INSPECTION FEES AND CHARGES

(A) OWNER will pay to COUNTY the sum of two thousand, sixty-two dollars and eighty-three cents (\$2,062.83) for water Capital Recovery Charges based upon the charges set forth in attached EXHIBIT "B" for 2,310 Equivalent Residential Units for a school. Said water Capital Recovery Charges shall be due and payable upon execution of this Agreement by OWNER. The aforesaid water Capital Recovery Charges are not subject to change by COUNTY so long as neither the type of use nor the design capacity of the PROPERTY changes. If the type of use or design capacity changes, OWNER will be required to pay the difference per Equivalent Residential Unit between the charges set forth in EXHIBIT "B" and those prevailing at the time request or subsequent request for service is made, for the changed portions only.

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(B) OWNER will pay to COUNTY the sum of N/A (Septic Tank) (\$) for wastewater Capital Recovery Charges based upon the charges set forth in attached EXHIBIT "B" for Equivalent Residential Units for

 . Said wastewater Capital Recovery Charges shall be due and payable upon execution of this Agreement by OWNER. The aforesaid wastewater Capital Recovery Charges are not subject to change by COUNTY so long as neither the type of use nor the design capacity of the PROPERTY changes. If the type of use or design capacity changes, OWNER will be required to pay the difference per Equivalent Residential Unit between the charges set forth in EXHIBIT "B" and those prevailing at the time request or subsequent request for service is made, for the changed portions only. The amount paid for wastewater Capital Recovery Charges reflects that there has been no charge by COUNTY for the first wastewater Equivalent Residential Unit.

(C) OWNER will pay to the COUNTY the sum of three thousand, six hundred nineteen dollars and thirty cents (\$3,619.30) for Project Inspection Fee. Said Project Inspection Fee shall be due and payable upon execution of this Agreement by OWNER. This fee is calculated as set forth in attached EXHIBIT "B." OWNER agrees to pay for overtime inspections made by COUNTY's inspectors. Overtime shall mean any time outside of 7:30 a.m. to 4:00 p.m., Monday through Friday. All overtime charges shall be billed to OWNER and are to be paid prior to the acceptance of PROJECT by COUNTY. Overtime charges are set forth in attached EXHIBIT "B."

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III - TERMINATION

(A) This Agreement will terminate thirty (30) days after final notice to OWNER if installation/construction of PROJECT has not started in a meaningful way within twelve (12) months of the date of this Agreement.

(B) This Agreement will terminate thirty days (30) after final notice to OWNER if installation/construction of PROJECT is not completed within one hundred and eighty (180) calendar days after start of installation/construction. This installation/construction period can be extended by DIRECTOR, if requested in advance by OWNER. The installation/construction period will not be extended unless OWNER pays for additional project inspection at twenty dollars (\$20.00) for each calendar day of the extension.

(C) This Agreement will terminate thirty (30) days after final notice to OWNER if OWNER fails to satisfactorily repair, remove or replace, if directed by COUNTY or other governmental authority having jurisdiction over PROJECT;

(D) Notice to OWNER of termination will be issued on behalf of the Board of County Commissioners (Board) by DIRECTOR without the need for further Board action. DIRECTOR shall first issue a notice of intent to terminate this Agreement. OWNER will have thirty (30) days to show sufficient reason not to terminate this Agreement. If OWNER fails to provide sufficient reason not to terminate, DIRECTOR will issue the final notice of termination no sooner than thirty (30) days after issuing the intent notice.

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(E) If this Agreement is terminated as described in this Section, any monies paid to COUNTY for Capital Recovery Charges and Project Inspection Fees shall serve as liquidated damages and not be refunded, up to a maximum of five thousand dollars or ten (10%) of the Capital Recovery Charges, whichever is greater. Any monies paid to COUNTY for Capital Recovery Charges and Project Inspection Fees in excess of five thousand dollars or ten percent (10%) of the Capital Recovery Charges, whichever is greater, shall be refunded as long as OWNER acknowledges in writing receipt of final notice, provides documentation that OWNER is still a legal entity and provides documentation that OWNER's rights have not been assigned.

IV - PROJECT CLOSING DOCUMENTS

Upon completion, approval and acceptance of the work required to be done, OWNER will, without cost to COUNTY:

(A) Furnish to COUNTY As-Built drawings of the water and/or wastewater facilities shown on DRAWINGS, containing all pertinent information therein. As-Built prints shall be certified and sealed by a Florida registered Engineer. As-Built drawing information as to easements, the correct location of all mains, services, grades, invert elevations, heights related to known datum, and all appurtenances belonging to the installations shall also be certified and sealed by a Florida registered Professional Land Surveyor. The As-Built drawings and all information shown thereon shall be in such a form as approved and accepted by DIRECTOR. Preferably, OWNER will furnish As-Built in AutoCADD or MicroStation electronic format along with one set of sealed As-Built prints made from the As-Built electronic drawings. However, OWNER has the option to furnish As-Built on transparent film base or on such other transparent material as approved by DIRECTOR plus eight (8) sets of sealed As-Built prints made from the As-Built transparency. OWNER will pay a charge of \$10 per plan sheet (including cover sheet and details sheets) for As-Built not furnished in AutoCADD or MicroStation electronic format; and

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(B) Convey to COUNTY, its successors or assigns by good and sufficient Easement Deed in a form satisfactory to DIRECTOR, a perpetual right, easement and privilege to operate, maintain, repair, replace or add to PROJECT and secure from each mortgagee and lienor a release of mortgagee's and lienor's interest in the easement and fixtures thereon. OWNER will complete and submit Florida Department of Revenue Form DR-219 along with the Easement Deed; and

(C) Transfer to COUNTY by Bill of Sale Absolute all OWNER's rights, title and interest in and to PROJECT. Said Bill of Sale Absolute shall be written in such a form as approved and accepted by DIRECTOR; and

(D) Furnish COUNTY with an Affidavit that all persons, firms or corporations who furnished labor or materials used directly or indirectly in the prosecution of the work required to be performed by this Agreement have been paid. Said Affidavit shall be written in such a form as approved and accepted by DIRECTOR; and

(E) Furnish COUNTY with a Release of Lien from all contractors and suppliers of materials and/or labor who might have acquired interest into PROJECT by the supplying of materials and/or labor; and

(F) Furnish COUNTY with Final Release of Liens releasing all liens which OWNER might have on PROJECT. Said Final Release of Liens shall be written in such a form as approved and accepted by DIRECTOR; and

(G) Furnish COUNTY with all Manufacturer's warranties which OWNER might have received or is due to receive on any part of PROJECT; and

(H) Furnish COUNTY with a satisfactory warranty or bond guaranteeing each wastewater lift station within PROJECT against defects in materials, equipment or construction for a period of not less than one (1) year from the date of acceptance of same by COUNTY. Said warranty or bond shall be in such a form as approved and accepted by DIRECTOR; and

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(I) Pay to the COUNTY any and all applicable charges which shall be due and payable prior to connection to COUNTY's water and/or wastewater system.

V - MISCELLANEOUS

It is mutually covenanted and agreed by and between the parties as follows:

(A) OWNER shall do all things and make all installations and perform all work in accordance with the terms of this Agreement; and

(B) OWNER and the owners and occupants of buildings on PROPERTY are prohibited from making direct or indirect connections to the COUNTY water or wastewater system other than those shown on DRAWINGS; and are prohibited from extending internal piping systems to other structures and uses on PROPERTY other than those shown on DRAWINGS. OWNER and the owners and occupants of buildings on PROPERTY will not make service connections to the water or wastewater system until such time as OWNER has provided COUNTY with all regulatory agency approvals necessary to connect to the water and/or wastewater system; and

(C) OWNER and the owners and occupants of buildings on PROPERTY are prohibited from using or disbursing water from COUNTY's water system through fire hydrants or water mains, or by any person, firm, corporation or agency, public or private, unless there has first been made adequate provision for compensating COUNTY for such water; and

(D) OWNER and the owners and occupants of buildings on PROPERTY are hereby prohibited from installing or maintaining any water wells except for landscape and lawn irrigation purposes; and

(E) OWNER and the owners and occupants of buildings on PROPERTY shall keep all water and wastewater facilities on PROPERTY and not maintained by COUNTY in good order and condition. The sale of water by COUNTY to the customer shall occur at the customer's side of the meter; and

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(F) COUNTY shall have the exclusive right to furnish water and wastewater services to PROPERTY; and

(G) COUNTY will maintain PROJECT up to and within granted easements upon PROPERTY without cost to OWNER. COUNTY shall not be liable or responsible for maintenance or operation of any water and/or wastewater facilities on PROPERTY other than those water and wastewater facilities within easements granted to COUNTY pursuant to Section IV; and

(H) COUNTY's obligation to furnish water and/or wastewater service, other than construction water, or to maintain water and/or wastewater facilities shall not arise until OWNER has complied with all the terms and conditions of this Agreement. Under no circumstances shall COUNTY provide water and wastewater services to PROPERTY if the water and wastewater facilities have not been completed, tested, certified, approved and accepted by COUNTY and OWNER has complied with all conditions contained in Sections II and IV; and

(I) COUNTY shall make its best effort to furnish water of the quality and purity meeting the standards required by the Florida Department of Health and Rehabilitative Services, the Broward County Health Department and any other regulatory agency having jurisdiction. COUNTY shall make its best effort to supply, at all times, a quantity of water under adequate pressure satisfactory for domestic use at the customer's side of the meter; and

(J) COUNTY shall make its best effort to furnish wastewater collection services as and when available within COUNTY's system upon approval from the regulatory agencies; and

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(K) Any temporary cessations or interruptions of the furnishing of water and wastewater service to PROPERTY at any time caused by an Act of God, fires, strikes, casualties, accidents, power failure, necessary maintenance work, breakdowns, damage to equipment or mains, civil or military authority, riots or other cause beyond the control of COUNTY shall not constitute a breach of the provisions contained herein or impose liability upon COUNTY, its successors and assigns; and

(L) COUNTY may withhold existing water and/or wastewater service to PROPERTY if OWNER does not comply with all the terms and conditions of this Agreement; and

(M) The parties hereby agree and acknowledge that the execution of this Agreement by COUNTY does not constitute the issuance of a development order, as defined in Section 163.3164, Florida Statutes; and that the execution of this Agreement and any expenditures made in reliance hereon shall not be considered by OWNER as a grant to OWNER of any vested right whatsoever for the use, occupancy or completion of development of PROPERTY, nor shall COUNTY, by virtue of this Agreement, be stopped from enforcing any and all applicable codes and regulations of COUNTY, including, but not limited to, the Concurrency requirements of the Broward County Land Development Code; and

(N) The OWNER's duties and obligations under this Agreement shall be binding upon successors in title to PROPERTY. However, any assignments or transfer of OWNER's rights under this Agreement is hereby prohibited, and shall be null and void regards COUNTY, without the prior written consent of DIRECTOR; and

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(O) This Agreement will be recorded in the Public Records of Broward County, Florida, for the particular purpose of placing all owners or occupants of land in PROPERTY upon notice of each and every one of the provisions herein contained to the same extent and with the same force and effect as if said owners and occupants had joined with the parties to this Agreement in the execution thereof; and the acquisition or occupancy of land in PROPERTY connected to or to be connected to the said water and wastewater systems of COUNTY shall be deemed conclusive evidence of the fact that owners or occupants have consented to and accepted to have become bound by this Agreement; and

(P) Whenever either party desires to give notice unto the other, it must be given by written notice, sent by Certified or Registered mail, with return receipt requested addressed to the party for whom it is intended, at the place specified as the place for giving of notice shall remain in such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for the giving of notice to wit:

FOR COUNTY:	Director, Broward County Environmental Engineering Division 2555 West Copans Road Pompano Beach, Florida 33069 DR. Willis Holcombe
FOR OWNER:	Mr. Francisco Hoyos Assistant Director, Facilities Management President Broward Community College 3501 S.W. Davie Road Davie, Florida 33314

Notice so addressed and sent by Certified or Registered mail, with return receipt requested, shall be deemed given when it shall have been so deposited in the United States mail; and

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(Q) COUNTY shall be held harmless from any and all liability from damages if COUNTY's obligations under this Agreement cannot be fulfilled as a result of any ruling or order by any other governmental or regulatory agency having jurisdiction over the subject matter hereof; and in such an event, this Agreement shall be null and void and unenforceable by either party; and

(R) Upon completion by OWNER and approval by COUNTY, of PROJECT, and upon OWNER satisfaction of the terms and conditions of Section IV of this Agreement, then COUNTY shall have the full ownership of same and is hereby fully empowered with unrestricted rights to provide water and wastewater services through these installations to any other person or persons or land other than PROPERTY, and COUNTY is further empowered with unrestricted rights to utilize any/all easements granted by OWNER to provide water and wastewater services, to any other person or persons or land other than PROPERTY. Further, COUNTY, through its employees, agents or contractors are empowered to pass or repass, repair, maintain or install additional or other water and wastewater facilities within dedicated ingress/egress right-of-ways and within ingress/egress or utility easements so granted to COUNTY by OWNER;

(S) COUNTY will not provide water and/or wastewater services to a customer through an indirect connection; and

(T) If any section, subsection, sentence, clause, phrase or portion of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portions shall be deemed a separate distinct and independent provision and such holding shall not affect the validity of the remaining portions hereof.

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(U) OWNER shall at all times hereafter indemnify, hold harmless and, at County Attorney's option, defend or pay for an attorney selected by County Attorney to defend COUNTY, its officers, agents, servants, and employees against any and all claims, losses, liabilities, and expenditures of any kind, including attorney fees, court costs, and expenses, caused by negligent act or omission of OWNER, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Agreement including, without limitation, any and all claims, demands, or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. The provisions of this section shall survive the expiration or earlier termination of this Agreement.

(V) This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any actions involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State Courts of the Seventeenth Judicial Circuit. By entering into this Agreement, OWNER and COUNTY hereby expressly waive any rights either party may have to a trial by jury of any civil litigation related to or arising out of this Agreement or any PROJECT.

(W) 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 prepared with the same or similar formality as this Agreement and executed by COUNTY and OWNER.

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IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: BROWARD COUNTY through its County Administrator, authorized to execute same by Board action on the 14th day of July, 1998, and the Owner, Broward Community College signing by and through its ~~Assistant Director of Facilities Management~~ President duly authorized to execute same.

Attest by Witnesses:

Signature

Print or type name above

Signature

Print or type name above

COUNTY:

BROWARD COUNTY, through its County Administrator

By: _____
Roger Desjarlais, County Administrator

____ day of _____, 20____

Approved as to form by:
Office of The County Attorney
Broward County, Florida
Edward A. Dion, County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301-1870
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By: _____
Pamela M. Kane
Assistant County Attorney

Date: _____, 20____

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ENCLOSURE 1

Names of Witnesses MUST be printed under their signatures.

WITNESSES:

Lynn A. Buford
Witness
LYNNA A. BUFORD
Witness

Witness

Witness

DEVELOPER: Broward Community College

Willis Holcombe
~~Francisco Hoyos, Asst. Director, Facilities Mgt.~~
~~Dr. Willis Holcombe, President~~
Date: AUG 29 2001, 20

_____, Secretary
Date: _____, 20

Corporate Seal
Impressed

STATE OF Florida)
) SS.
COUNTY OF Broward)

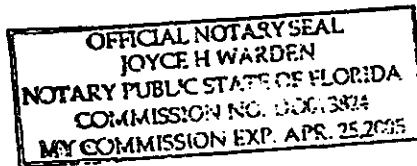
The foregoing instrument was acknowledged before me this 29th day of August, 2001, by _____
WILLIS HOLCOMBE and _____ respectively,
who are personally known to me or who have produced _____
_____ (type of identification) as identification and who did/did not take an oath.

WITNESS my hand and official seal, this 29th day of August, 2001.

(NOTARY SEAL)

Joyce H. Warden
(Signature of person taking acknowledgment)
Joyce H. WARDEN
(Name of person taking acknowledgment)
typed, printed or stamped

My Commission expires:



RECORDED: Book _____ Page _____

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EXHIBIT "A"
DESCRIPTION OF PROPERTY WHICH CONSTITUTES THE SUBJECT MATTER OF THIS AGREEMENT

Location of property: Approximately 800 ft. south of the northeast corner of Griffin Road and Ravenswood Road, Dania, Florida.

Legal description: This property is more fully described on page 17 (a), said description attached hereto and made a part of this Agreement. This property is shown represented by the sketch on page 17 (b), said sketch attached hereto and made a part of this Agreement.

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ENCLOSURE 1

LEGAL DESCRIPTION

Portions of Lots 10 through 14, 21 through 23, 60 through 67 inclusive and all of Lots 15 through 20 inclusive, Block 10, and portions of Lots 9, 10 and 17 and all of Lots 11 through 16 inclusive, Block 11, together with rights-of-way lying adjacent to the above mentioned Lots, "HIGHLAND PARK UNIT NO. 2", according to the plat thereof, as recorded in Plat Book 12, Page 29, of the Public Records of Broward County, Florida, being more particularly described as follows:

COMMENCE at the Northwest corner of Section 33, Township 50 South, Range 42 East, said point also being the Northwest corner of said Plat;

THENCE South 00°00'00" West on the West line of said Section 33, a distance of 795.96 feet;

THENCE South 90°00'00" East, 398.00 feet to the POINT OF BEGINNING, said point being the beginning of a non-tangent curve, concave to the Northwest, having a radial bearing of South 27°24'09" East from the radius point of the next described curve;

THENCE Northeasterly along the back of an existing concrete walk and on the arc of said curve, having a radius of 446.00 feet, a central angle of 28°19'30" and an arc distance of 220.49 feet;

THENCE South 81°43'45" East, 251.50 feet to a point on the existing railroad right-of-way line of C.S.X. Railroad as shown on Craven Thompson & Associates Inc. drawing, Project No. 89-0050, dated 11-13-95,

THENCE South 08°32'11" West on said right-of-way line, 383.63 feet;

THENCE North 63°55'08" West, 395.94 feet;

THENCE North 00°13'40" East, 96.69 feet to the POINT OF BEGINNING.

Said lands situate, lying, and being in the City of Dania, Broward County, Florida and containing 111,314 square feet (2.5554 acres) more or less.

SURVEYOR'S NOTES:

1. Not valid without the signature and original raised seal of a Florida Licensed Surveyor and Mapper.
2. Lands shown hereon were not abstracted by the surveyor for rights-of-way, easements, ownership, or other instruments of record.
3. Bearings shown hereon are relative to the West line of Section 33, Township 50 South, Range 42 East having an assumed bearing of South 00°00'00" W.
4. This sketch does not constitute a survey.

AGENDA ITEM


F

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ENCLOSURE

1

Prepared by:
 CALVIN GIORDANO AND ASSOCIATES, INC.
 Two Oakwood Blvd., Suite 120
 Hollywood, Florida 33020
 November 17, 1994
 Revised November 19, 1996
 P:\Project\871216\SURVEY\LEGAL DESCRIPTIONS\FLDL.DOC


 Perk J. Adacosta
 Professional Surveyor and Mapper No. 4328
 State of Florida

AGENDA ITEM

F

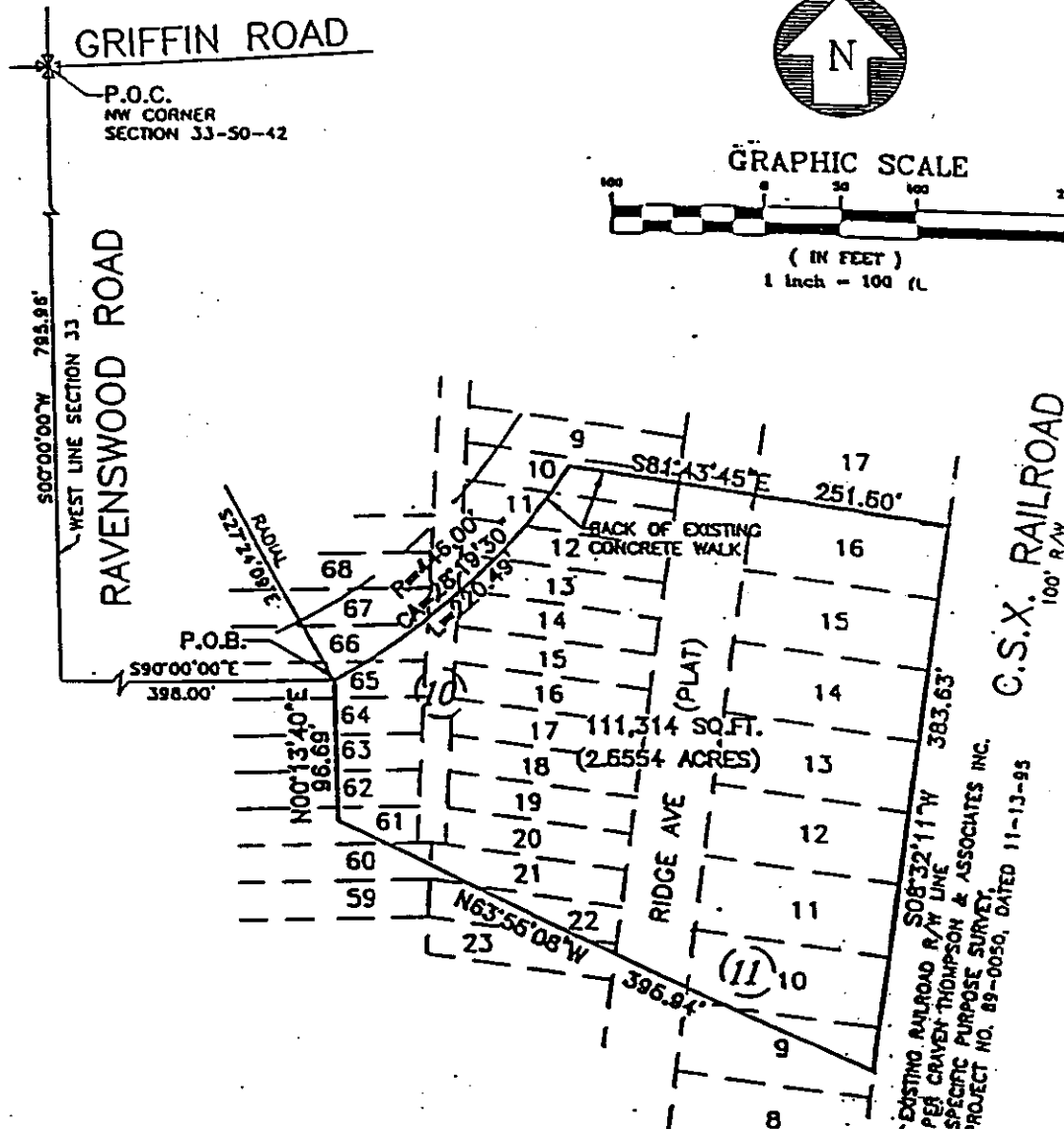
AUG 29 2001

ENCLOSURE

1

SKETCH OF DESCRIPTION 3

PORTIONS OF LOTS 10-14, 21-23, 60-67 INCLUSIVE AND ALL OF LOTS 15-20 INCLUSIVE, BLOCK 10, AND PORTION OF LOTS 9, 10 & 17 AND ALL OF LOTS 11-16 INCLUSIVE, BLOCK 11 TOGETHER WITH ADJOINING RIGHTS-OF-WAYS. "HIGHLAND PARK UNIT NO. 2", PLAT BOOK 12, PAGE 29, BROWARD COUNTY RECORDS CITY OF DANIA, BROWARD COUNTY, FLORIDA



- LEGEND:
- B.C.R. • BROWARD COUNTY RECORDS
 - CA • CHAIN ANGLE
 - F.B./P.C. • FIELD BOOK AND PAGE
 - C • CURVE
 - A.B. • ARC DISTANCE
 - P.O.C. • POINT OF COMMENCEMENT
 - P.L.B. • PLAT BOOK
 - P.C. • PAGE
 - F • FACES DISTANCE
 - SQ.F. • SQUARE FEET
 - ∠ • CONTIGUOUS

AGENDA ITEM F

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P:\PROJECTS\971826\SURVEY\SKETCH\971826P1.DWG BETH SHEET 2 OF 2

REVISION	DWN	DATE	FB/PG
REVISE SKETCH & DESCRIPTION	BAS	11-18-88	N/A



Calvin, Giordano & Associates Inc.
 Engineers Surveyors Planners
 2 Oakwood Boulevard Suite
 Hollywood, Florida 33020
 954.921.7781 954.921.8607 (fax)
 Certificate of Authorization #

EXHIBIT "B"
CAPITAL RECOVERY, PLAN REVIEW AND INSPECTION CHARGES AND FEES

Effective with all bills rendered October 1, 1995 and thereafter and to all agreements approved by the Board of County Commissioners.

CAPITAL RECOVERY CHARGE PER EQUIVALENT RESIDENTIAL UNIT (ERU)

	<u>Water</u>	<u>Wastewater</u>
All classes; all meter sizes	\$ 893 per ERU	\$ 1,576 per ERU

PROJECT PLAN REVIEW

The Environmental Engineering Division will review the construction cost of the project based on the Project Owner's approved quantity takeoff.

A one time fee of 2.5 percent of the estimated project construction cost will be charged to the Project Owner but not less than \$250.00.

Project Owner's plans will not be approved until full payment of the fee is received.

PROJECT INSPECTION

The Environmental Engineering Division will estimate the construction cost of the project to be inspected. An inspection fee will be charged to the Project Owner as follows:

<u>If EC*</u> <u>Is Over</u>	<u>But Not</u> <u>Over</u>	<u>Fee Is</u>	<u>Of The</u> <u>EC* Over</u>
\$ 0	\$10,000	15%	\$ 0
\$10,000	\$25,000	\$1,500 + 6.7%	\$10,000
\$25,000	\$45,000	\$2,500 + 7.5%	\$25,000
\$45,000	\$60,000	\$4,000 + 6.7%	\$45,000
\$60,000	\$75,000	\$5,000 + 4.6%	\$60,000
\$75,000		7.6%	\$ 0

*Estimated cost.

Project Owner will pay all inspection overtime at a rate of \$35.00 per hour per inspector. Overtime shall mean any time outside of 7:30 a.m. to 4:00 p.m., Monday through Friday.

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N. Douglas Road
Suite 200
Pembroke Pines,
Florida 33024

TRANSMITTAL

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MILLER LEGG & ASSOCIATES, INC.
Engineers - Surveyors & Mappers
Planners - Landscape Architects
GIS - Environmental Professionals

(954) 436-7000
Fax: (954) 436-8664

DATE: 7-19-01
TO: FRANCISCO Hoyos
Broward Community College
3501 SW DAVIE RD.
DAVIE, FL. 33314
PHONE NO: 475-6975
PROJ. NAME: TIGER TAIL
PROJ. NO: 011272

INTERNAL USE ONLY

() REGULAR MAIL
() HOLD FOR PICK-UP
() OVERNIGHT DELIVERY

A.M. _____ P.M. _____

COURIER BY 7/22/01 4:00pm
Date/Time

 Z M F T

CC: _____

THE FOLLOWING ITEMS ARE ATTACHED:

COPIES	SETS	SHEET NO.	DATES	DESCRIPTION
	<u>4</u>			<u>Water Agreement</u>

REMARKS: For your review and signature. If you have any questions please call. Otherwise, please return the agreement as soon as possible.

AGENDA ITEM F

MAR 27 2002

ENCLOSURE 1 MILLER LEGG & ASSOCIATES, INC.

RECEIVED BY: Marina Yelen

BY: [Signature]

PRINT NAME: Marina Yelen

PRINT NAME: DAVID BANNETT



JUL 19 2001

July 16, 2001

Mr. Mark C. Winslow, P.E.
Senior Project Engineer
Miller, Legg and Associates, Inc.
1800 North Douglas Road, Suite 200
Pembroke Pines, FL 33024

**RE: BCC - TIGERTAIL WATER SPORT COMPLEX
BCOES/EED PROJECT NO. 2018**

Dear Mr. Winslow:

Attached are four sets of the proposed Owner's Agreement for the above referenced project. All four sets of the agreement are to be executed, witnessed and notarized. The names of persons signing this agreement and the names of the witnesses are to be printed under their signatures. The original and two copies are to be returned to me. The third copy is for your records.

Two checks for the sum of \$115.47 and \$5,682.13 made payable to the "Broward County Office of Environmental Services" is to be submitted to this office at the time when you return the agreement signed by the Developer. For an explanation of this charge, please refer to the agreement and to the "Statement of Charges" attached.

Please submit a revised cost letter as per attached corrected copy.

If you have any questions, please call me at telephone number (954) 831-0930.

Yours truly,

Lech Nagoda
Development Coordinator

AGENDA ITEM F

AUG 29 2001

ENCLOSURE 1

LN:ib
h:\core\lwp8.01\ln.2001\2018bcctigertail.winslow

Attachments

AGENDA ITEM F

MAR 27 2002

ENCLOSURE 1

cc: Project File No. 2018



Corporate Office: 1800 North Douglas Road · Suite 200 · Pembroke Pines, FL 33024-3200
 (954) 436-7000 · Fax: (954) 436-8664 · www.millerlegg.com

Handwritten notes:
 0.5
 4.9
 16.3

TIGERTAIL COST ESTIMATE OFFSITE DESIGN PROJECT NO. 011272

Miller Legg & Associates, Inc.
 1800 North Douglas Rd., Suite 200
 Pembroke Pines, FL 33024

Description	Quantity / Unit	Unit Cost	Total
6" Water Main	924.00 LF	\$14.00	\$12,936.00
Fittings	0.59 TN	\$3,200.00	\$1,888.00
6" Gate Valve / Boxes	4.00 EA	\$600.00	\$2,400.00
Sample Points	1.00 EA	\$200.00	\$200.00
Tie into Existing Water Main with Fill & Flush	2.00 EA	\$3,100.00	\$6,200.00
Type 'F' C & G Removal	28.00 LF	\$3.00	\$84.00
Type 'F' C & G	28.00 LF	\$8.90	\$249.20
Pavement Removal	21.00 SY	\$5.42	\$113.82
Pavement Restoration	21.00 SY	\$41.62	\$874.02
5' Concrete Sidewalk Removal	26.00 LF	\$3.00	\$78.00
5' Concrete Sidewalk	26.00 LF	\$7.00	\$182.00
Jack & Bore	66.00 LF	\$100.00	\$6,600.00
12" x 6" Tapping Sleeve & Valve	1.00 EA	\$3,500.00	\$3,500.00

Handwritten: 17,556
~~27,252~~

TOTAL \$35,305.04

~~DOC~~
~~Review cost estimate~~

~~43,600~~
~~39,924~~ OK
 39,924

ESTIMATES ARE BASED ON OUR BEST JUDGEMENT, BUT ITS ACCURACY IS NOT GUARANTEE

V:\TSR-50\42\28\011272\Sprdshts\calcs\tigertailcostest.xls

~~17,556~~

AGENDA ITEM F

AUG 29 2001

AGENDA ITEM F ENCLOSURE 1

Handwritten signature:
 SIBGS
 5-21-01

MAR 27 2002

ENCLOSURE 1

5/18/01



STATEMENT OF CHARGES - Number 1

To: District Board of Trustees, BCC
 Address: 225 East Las Olas Blvd., Fort lauderdale, FL 33301
 Project Title: BCC- Tigertail Water Sport Complex
 OES Project Number: 2018 Development Coordinato Lech Nagoda
 Engineering Consultant: Miller Legg and Associates

Estimated Project Cost (PC): \$ 39,924.00
 Water - % of PC = 100.0 Water Cost \$ 39,924.00
 Sewer - % of PC = 0.0 Sewer Cost \$ 0.00

- A) Plan Review Fee (P.C. x 2.5 % , \$250.00 Minimum) (Less \$882.63 previously paid.) \$ 115.47
 - B) Project Inspection Fee \$ N/A
 - C) Water Capital Recovery Charge (_____ ERU @ \$893.00/ERU) \$ N/A
 - D) Sewer Capital Recovery Charge (_____ ERU @ \$1576.00/ERU) \$ N/A
 - E) Inspection Overtime Payment (0.0 hours @ \$35.00/hour) \$ N/A
- Total Amount Due: \$ 115.47

Date: 07/16/01 Approved by: Lech Nagoda
 Lech Nagoda

The above charges are based upon the Retail Water and Wastewater Rate Schedule approved by the Broward County Board of County Commissioners.

Control form 200-008
 Revised 10/92
 Form completed by LN
 File 2018SC1

N/A means not applicable at this time.

AGENDA ITEM F

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STATEMENT OF CHARGES - Number 2

To: District Board of Trustees, BCC
 Address: 225 East Las Olas Blvd., Fort lauderdale, FL 33301
 Project Title: BCC- Tigertail Water Sport Complex
 OES Project Number: 2018 Development Coordinato Lech Nagoda
 Engineering Consultant: Miller Legg and Associates

Estimated Project Cost (PC):	\$	<u>39,924.00</u>
Water - % of PC = <u>100.0</u>	Water Cost	\$ <u>39,924.00</u>
Sewer - % of PC = <u>0.0</u>	Sewer Cost	\$ <u>0.00</u>

A) Plan Review Fee (P.C. x 2.5 % , \$250.00 Minimum) (Less \$882.63 previously paid.)	\$	<u>N/A</u>
B) Project Inspection Fee	\$	<u>3,619.30</u>
C) Water Capital Recovery Charge (2.310 ERU @ \$893.00/ERU)	\$	<u>2,062.83</u>
D) Sewer Capital Recovery Charge (0.000 ERU @ \$1576.00/ERU)		<u>0.00</u>
E) Inspection Overtime Payment (0.0 hours @ \$35.00/hour)	\$	<u>N/A</u>
Total Amount Due:	\$	<u>5,682.13</u>

Date: 07/16/01

Approved by: *Lech Nagoda*
 Lech Nagoda

The above charges are based upon the Retail Water and Wastewater Rate Schedule approved by the Broward County Board of County Commissioners.

Control form 200-008
 Revised 10/92
 Form completed by LN
 File 2018SC2

N/A means not applicable at this time.

AGENDA ITEM F

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DISTRICT B. OF TRUSTEES
 BROWARD COMMUNITY COLLEGE
 225 EAST LAS OLAS BLVD.
 FORT LAUDERDADE FL 33301
 (954) 761-7735

VENDOR ACCOUNT
 VOID AFTER 6 MONTHS

SUN BANK / SOUTH FLORIDA
 63-807 P.O. BOX 5100
 670 FORT LAUDERDALE, FL 33310
 401 DOWNTOWN CENTER

No. 506595

DATE
 05/24/2001

CHECK NUMBER: 506595

AMOUNT
 \$887.63

E AMOUNT

*****EIGHT HUNDRED EIGHTY TWO DOLLARS AND 63 CENTS*****

JO
 E
 MER

OFFICE OF ENVIRONMENTAL SERVICES
 PO BOX 619002
 POMPANO BEACH, FL 330619002

John Huber
 PRESIDENT
A. J. Siegel
 COMPTROLLER

THIS CHECK IS CLEARED THROUGH POSITIVE PAY

⑈ 506595⑈ ⑆067007020⑆ ⑆702607074322⑈

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SUN-SENTINEL
PUBLISHED DAILY
FORT LAUDERDALE, BROWARD COUNTY, FLORIDA
BOCA RATON, PALM BEACH COUNTY, FLORIDA
MIAMI, MIAMI DADE COUNTY, FLORIDA

STATE OF FLORIDA
COUNTY OF BROWARD/PALM BEACH/MIAMI DADE
BEFORE THE UNDERSIGNED AUTHORITY, PERSONALLY APPEARED

[Signature] WHO, ON OATH, SAYS THAT
HE/SHE IS A DULY AUTHORIZED REPRESENTATIVE OF THE CLASSIFIED
DEPARTMENT OF THE SUN-SENTINEL, DAILY NEWSPAPER PUBLISHED
IN BROWARD/PALM BEACH/MIAMI DADE COUNTY, FLORIDA, AND THAT THE
ATTACHED COPY OF ADVERTISEMENT, BEING A:

TIGERTAIL LAKE

IN THE MATTER OF:

Tigertail Lake

IN THE CIRCUIT COURT, WAS PUBLISHED IN SAID NEWSPAPER IN THE
ISSUES OF:

12/24,1D

10697126

AFFIANT FURTHER SAYS THAT THE SAID SUN-SENTINEL IS A NEWSPAPER
PUBLISHED IN SAID BROWARD/PALM BEACH/MIAMI DADE COUNTY, FLORIDA,
AND THAT THE SAID NEWSPAPER HAS HERETOFORE BEEN CONTINUOUSLY
PUBLISHED IN SAID BROWARD/PALM BEACH/MIAMI DADE COUNTY, FLORIDA,
EACH DAY, AND HAS BEEN ENTERED AS SECOND CLASS MATTER AT THE
POST OFFICE IN FORT LAUDERDALE, IN SAID BROWARD COUNTY, FLORIDA,
FOR A PERIOD OF ONE YEAR NEXT PRECEDING THE FIRST PUBLICATION OF
ATTACHED COPY OF ADVERTISEMENT; AND AFFIANT FURTHER SAYS THAT
HE/SHE HAS NEITHER PAID, NOR PROMISED, ANY PERSON, FIRM, OR
CORPORATION, ANY DISCOUNT, REBATE, COMMISSION, OR REFUND, FOR THE
PURPOSE OF SECURING THIS ADVERTISEMENT FOR PUBLICATION IN SAID
NEWSPAPER.

[Signature]
(SIGNATURE OF AFFIANT)

SWORN TO AND SUBSCRIBED BEFORE ME
ON: 24-December-2001 , A.D.

[Signature]
(SIGNATURE OF NOTARY PUBLIC)



Barbara Strickland
Commission # CC 944074
Expires July 24, 2004
Bonded Thru
Atlantic Bonding Co., Inc.

(NAME OF NOTARY, TYPED, PRINTED, OR STAMPED)

PERSONALLY KNOWN ✓ OR

PRODUCED IDENTIFICATION _____

AGENDA ITEM F

MAR 27 2002

ENCLOSURE 1

NOTICE OF HEARING
BEFORE CITY COMMISSION CITY OF DANIA BEACH, FLORIDA, REGARDING ADOPTION OF THE FOLLOWING PROPOSED ORDINANCE:
NOTICE IS HEREBY GIVEN that the City Commission of the City of Dania Beach, Florida, on January 8, 2002, at 7:00 p.m. or as soon thereafter as the matter may be heard, will conduct a public hearing in the City Commission Chambers of the Dania Beach City Hall, 100 West Dania Beach Boulevard, Dania Beach, Florida to consider the proposed adoption of the following Ordinance entitled:
AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING AN AMENDMENT TO THE "TIGERTAIL LAKE LEASE AND LICENSE AGREEMENT" EXECUTED JUNE 18, 2000, WHICH LEASE EXISTS BETWEEN THE CITY AND BROWARD COUNTY COLLEGE (BCC), PERTAINING TO A PARCEL OF LAND LOCATED WITHIN THE AREA KNOWN AS TIGERTAIL LAKE PARK, INCLUDING A LICENSE FOR NON-EXCLUSIVE USE OF THE LAKE WITHIN TIGERTAIL PARK ("LAKE") MORE PARTICULARLY DESCRIBED IN THE LEASE; AUTHORIZING AND DIRECTING THE EXECUTION OF THE AMENDMENT TO THE "TIGERTAIL LAKE LEASE AND LICENSE AGREEMENT" BY THE APPROPRIATE CITY OFFICIALS; AUTHORIZING THE DISTRICT BOARD OF TRUSTEES OF BCC TO ENTER INTO AN "OWNER'S AGREEMENT" TO ALLOW FOR THE PROVISION OF WATER SERVICE TO FACILITIES AUTHORIZED TO BE CONSTRUCTED BY BCC, PROVIDING FOR CONFLICTS; PROVIDING A SEVERANCE CLAUSE; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.
A copy of this proposed Ordinance is on file in the Office of the City Clerk, City Hall, 100 West Dania Beach Boulevard, Dania Beach, Florida and may be inspected by the public during normal working hours.
Interested parties may appear at the aforesaid meeting and be heard with respect to the proposed. Any person who decides to appeal any decision made by the City Commission with respect to any matter considered at this hearing will need a record of the proceedings and for such purpose may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.
In accordance with the American with Disabilities Act, persons needing assistance to participate in any of the proceedings should contact Charlene Johnson, City Clerk, 100 West Dania Beach Boulevard, Dania Beach, Florida 33004, (954) 924-3622 at least 48 hours prior to the meeting.
/s/ Charlene Johnson,
City Clerk
December 24, 2001