

*This instrument prepared by
and return to:*

Facility Management, Planning and Site Acquisition
The School Board of Broward County, Florida
600 SE Third Avenue
Fort Lauderdale, Florida 33301

CONSTRUCTION AND FUNDING AGREEMENT

THIS CONSTRUCTION AND FUNDING AGREEMENT ("Agreement") is made and executed as of _____, 2007, by and between Lincoln Park Development Group, L.L.C. a Florida limited liability company located at 150 SE 2nd Ave., Suite 807, Miami, Florida 33131 ("**DEVELOPER**"), Hollywood Gates L.L.P., a Florida limited liability company located at 610 W. Las Olas Boulevard, Suite 1612, Ft. Lauderdale, FL 33312. ("**HOLLYWOOD**"), and The School Board of Broward County, Florida, a body corporate of the State of Florida, located at 600 SE Third Ave. Fort Lauderdale, FL 33301 ("**SBBC**").

WITNESSETH

WHEREAS, DEVELOPER is the owner of that certain real property located in Broward County, Florida, which real property is legally described on "Exhibit A" attached hereto and made a part hereof (the "**DEVELOPER Parcel**"); and

WHEREAS, HOLLYWOOD is the owner of that certain real property located in Broward County, Florida, which real property is legally described on "Exhibit B" attached hereto and made a part hereof (the "**HOLLYWOOD Parcel**"); and

WHEREAS, SBBC is the owner of that certain real property located in Broward County, Florida, which real property is legally described on "Exhibit C" attached hereto and made a part hereof (the "**SBBC Parcel**"); and

WHEREAS, the DEVELOPER, HOLLYWOOD AND SBBC Parcels (the "Parcels") are not currently serviced by a lift station and any redevelopment thereof requires the use of a lift station to service the future development on the Parcels; and

WHEREAS, DEVELOPER intends to construct a working sanitary sewer lift-station to provide sanitary services to be constructed for development on the DEVELOPER, HOLLYWOOD and the SBBC Parcels (the "Lift"); and

WHEREAS, the City of Hollywood, as a condition precedent to approving the redevelopment of the DEVELOPER and HOLLYWOOD Parcels, requires that the DEVELOPER

and HOLLYWOOD allow for SBBC to "hook in" to an existing lift station (and not construct a new one); and

WHEREAS, SBBC desires to "hook into" the Lift; and

WHEREAS, DEVELOPER and HOLLYWOOD are willing to allow SBBC to "hook into" the Lift; and

WHEREAS the City of Hollywood, may require future development in the area to "hook into" the Lift;

NOW THEREFORE, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by each party, and in consideration of the mutual covenants, conditions and promises herein contained, the parties hereby agree to the following:

ARTICLE I: PURPOSE AND INTENT

- 1.1 The above recitals are true and correct and incorporated herein as if set forth in full hereunder.
- 1.2 It is the purpose and intent of this Agreement to share the prorated costs associated with the construction of an eight inch (8") sewer line along Lincoln Street to 24th Avenue and a Sanitary Sewer Lift Station on Lincoln Park, as more particularly described in Exhibit "D" (hereinafter Exhibit "D" shall be referred to as "Scope of Work" or "Project"). The DEVELOPER shall enter into a separate agreement, in substantially the same form as attached hereto as Exhibit "F" with the City of Hollywood for the purposes of constructing the Sanitary Sewer Lift Station on Lincoln Park (in the area marked on the drawing of Lincoln Park attached hereto as Exhibit "G" which is owned by the City of Hollywood)
- 1.3 The Pro-ration of costs is based on the percentage of estimated Sewage Flow rate generated by each of the parties, as more particularly described in Exhibit "E".

ARTICLE II: TERMS

- 2.1 DEVELOPER shall agree to the following:
 - a. DEVELOPER shall pay for the original cost of construction and installation of the Lift.
 - b. DEVELOPER shall perform all of the work identified in this agreement and as particularly delineated in Exhibit "D", which shall include complete construction and design of the Project.
 - c. The Project shall be completed within six (6) months from the date of this Agreement or a reasonable time thereafter, with exception for any time resulting from delays in permitting or issuance of required approvals from the City of Hollywood or other applicable governmental entity.

- d. DEVELOPER shall provide monthly progress reports to SBBC and HOLLYWOOD.
- e. Upon completion of the Project, DEVELOPER shall furnish to SBBC and HOLLYWOOD the following documentation:
 - 1. A copy of the final inspection from the City of Hollywood relating to the Project.
 - 2. A copy of plans utilized for the construction of the Project.
- f. DEVELOPER shall be responsible for the design, construction and completion of the Project. DEVELOPER shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in the Project. Upon turnover of the Project to the City of Hollywood and final release of the Developer's obligation to the City of Hollywood, Developer is hereby released from all liabilities and obligations hereunder, including and errors, omissions or other deficiencies in the Project whether they occur prior to or after the turnover of the Project to the City of Hollywood.
- g. DEVELOPER agrees that all work performed under this Agreement shall comply with all applicable laws, ordinances, codes and regulations. DEVELOPER shall acquire any approvals and permits required by state and local law for this Project.
- h. All risks of destruction, or damage to the Project or any part thereof from any cause whatsoever shall be borne by DEVELOPER until DEVELOPER receives final written approval of the Project by the City of Hollywood.
- i. Upon completion and final approval of the Project, DEVELOPER shall present a copy of its final invoice to SBBC and Hollywood, which shall specifically delineate all costs associated with the Project, and a copy of all its releases to SBBC.

2.2 HOLLYWOOD shall agree to the following:

- a. HOLLYWOOD shall reimburse DEVELOPER an amount not to exceed Forty Nine Thousand, Two Hundred Eighty Eight Dollars and Zero Cents (\$49,288.00) which equals 26.12 percent of the \$188,700.00 estimated Project cost, as delineated by DEVELOPER'S Project Consultant engineer, attached hereto as Exhibit "D" (hereinafter referred to as "Estimate").
- b. Upon completion and final approval of the Project, DEVELOPER shall present a copy of its final invoice, which shall specifically delineate all costs associated with the Project, and a copy of all its releases to HOLLYWOOD.
- c. Within ten (10) business days of the receipt of the final invoice, HOLLYWOOD shall remit to DEVELOPER an amount not to exceed Forty Nine Thousand, Two Hundred Eighty Eight Dollars and Zero Cents (\$49,288.00) which equals 26.12 percent of the Estimate.

2.3 SBBC shall agree to the following upon completion of the school and "hook in" to the Lift Station:

- a. SBBC shall process within thirty (30) days following the completion of the school, the final invoice and reimburse DEVELOPER an amount not to exceed

Eighty Three Thousand, Nine Hundred Seventy Two Dollars and Zero Cents (\$83,972.00) which equals forty four and one half percent (44.5%) of the \$188,700.00 estimated Project cost, as delineated by DEVELOPER'S Project Consultant engineer, attached hereto as Exhibit "D" (hereinafter referred to as "Estimate").

2.4 All parties shall agree to the following:

- a. The scope of the Project is solely limited to the work delineated in Exhibit "D", which has been approved by all parties.
- b. SBBC and Hollywood have no authority to make changes that would increase, decrease, or otherwise modify the Project to be provided under this Agreement.
- c. Any cost associated with a change order that would increase, decrease or otherwise modify the Project plans requested by DEVELOPER, SBBC or HOLLYWOOD shall be the responsibility of the requesting party.
- d. The City of Hollywood shall have the sole authority to inspect the work performed on the Project.
- e. SBBC and Hollywood's utilization of the Project shall be in it's "AS IS" "WHERE IS" condition.
- f. Aside from the timely construction of the Project in accordance with the plans and requirements of the City of Hollywood, DEVELOPER has no additional responsibilities as it relates to this Agreement, except as specifically delineated herein.
- g. Aside from SBBC and HOLLYWOOD providing DEVELOPER the prorated share as indicated in Paragraph 2.2 and 2.3 above for the construction of the Project, SBBC and HOLLYWOOD has no additional responsibilities as it relates to this Agreement, except as specifically delineated herein.
- h. The parties shall not be bound by or liable for any statement, representation, promise, inducement or understanding of any kind or nature not set forth herein.
- i. In the event the City of Hollywood requires any "new" development to "hook into" the Lift prior to conveyance to the City of Hollywood, the DEVELOPER will invoice the "new" development a proportionate share of the construction costs, based on the Sewage Flow Rate of the "new development". The proportionate share shall be defined as the total estimated construction costs shown in Exhibit "D" divided by the total Sewage Flow Rate as shown in Exhibit "E". The DEVELOPER shall reimburse or issue a credit adjustment, as appropriate, to all parties, based on the parties' percentage contribution to the construction of the "system".
- j. Any "new" development will enter into an agreement with the DEVELOPER acknowledging it's cost responsibilities and obligations as shown in this agreement
- k. HOLLYWOOD and SBBC agrees to assign ownership or interest in the "system" to the DEVELOPER, who shall have the authority to sell, transfer or assign that right to the City of Hollywood when the construction is completed.

2.5 **Lift Access.** The parties agree that SBBC, HOLLYWOOD and any "new" development shall be allowed to "hook in" to the Lift and have full and unfettered access and use of the Lift for the use and enjoyment of the SBBC Parcel, the HOLLYWOOD Parcel, and any "new" development's parcel, twenty four hours a day, seven days a week.

ARTICLE III: REMEDIES AND ENFORCEMENT

3.1 **Nonperformance.** In the event that either party hereto shall be in breach or default of any of their respective obligations hereunder, and if any such breach or default remains uncured following the expiration of thirty (30) days after written notice (or such shorter period as may be required if the safety of the permittees or the operation of the residents of the DEVELOPER development and future SBBC development are materially affected), then the other party may pursue any rights or remedies provided hereunder or otherwise available at law or in equity.

3.2 **Enforcement.** Without limitation of any other remedies, either party hereto may enforce the obligations of the other under this Agreement by suit or judicial proceeding for specific performance or damages.

3.3 **Substitute Performance.** If any of the parties hereto fails to cure any nonperformance in the applicable time specified in this article, then the other party may, without any obligation to do so, (i) pay any unpaid sum; (ii) perform such work as may be necessary to cure the nonperformance or restore the applicable property or improvements to the required condition; or (iii) provide other substitute performance of any obligations of the non-performing party.

3.4 **Reimbursement.** The non-performing party shall reimburse such other party for all reasonable costs and expenses incurred in connection with any payment, performance of work or such substitute performance made under Section 2.3 above, in each case within thirty (30) days after such other party provides an itemized statement of such costs and expenses that were incurred, together with receipts or other reasonable evidence of expenditures.

3.5 **Remedies Cumulative.** The exercise by any party hereto of any remedy available hereunder, at law or in equity, shall not constitute an election of remedies, and shall not prejudice the right of any such party to pursue any other remedy.

ARTICLE IV: MISCELLANEOUS

4.1 **No Waiver of Sovereign Immunity.** Nothing contained in this Agreement is intended to serve as a waiver of sovereign immunity by any agency to which sovereign immunity may be applicable.

4.2 **No Third Party Beneficiaries.** The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement.

and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any manner arising out of any contract.

4.3 **Records.** Each Party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each Party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees of non-compliance with that law.

4.4 **Entire Agreement.** 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.

4.5 **Amendments.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

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

4.7 **Waiver.** The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

4.8 **Compliance with Laws.** Each party shall comply with all applicable federal and state laws, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

4.9 **Governing Law.** 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 action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida.

4.10 **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

4.11 **Assignment.** Neither this Agreement nor any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party.

4.12 **Force Majeure.** Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

4.13 **Place of Performance.** All obligations of SBBC under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

4.14 **Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, unlawful, unenforceable or void in any respect, the invalidity, illegality, unenforceability or unlawful or void nature of that provision shall not effect any other provision and this Agreement shall be considered as if such invalid, illegal, unlawful, unenforceable or void provision had never been included herein.

4.15 **Notices.** All notices any other communications hereunder shall be in writing and shall be deemed to have been duly given and personally delivered; mailed, first class postage prepaid; or sent by independent overnight courier to the parties at the addresses as set forth in this Agreement or to any such other address as any party hereto shall designate to the other party in writing.

To SBBC: Superintendent of Schools
The School Board of Broward County, Florida
600 Southeast Third Avenue
Fort Lauderdale, Florida 33301

With a copy to: Executive Director, Facility Management, Planning & Site
Acquisition
The School Board of Broward County, Florida
600 SE 3rd Avenue 14th Floor
Fort Lauderdale, Florida 33301

To DEVELOPER: Lincoln Park Development Group, L.L.C.
150 SE 2nd Ave., Suite 807
Miami, Florida 33131

To HOLLYWOOD:

Hollywood Gates L.L.P.
610 W. Las Olas Boulevard, Suite 1612,
Ft. Lauderdale, FL 33312

4.16 **Captions.** The captions, section numbers, article numbers, title and headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way effect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

4.17 **Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

4.18 **Counterparts.** This Agreement may be signed in counterparts, each of which shall be deemed an original, and when taken together shall constitute one instrument.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have executed this agreement as of the day and year first above written.

FOR SBBC

(Corporate Seal)


THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

ATTEST:

By _____
Beverly A. Gallagher, Chair

James F. Notter
Interim Superintendent of Schools

Approved as to Form:



School Board Attorney

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20__ by _____ of _____

Name of Person

_____, on behalf of the corporation/agency.

Name of Corporation or Agency

He/She is personally known to me or produced _____ as
identification and did/did not first take an oath. _____ Type of Identification

My Commission Expires:

Signature – Notary Public

(SEAL)

Printed Name of Notary

Notary's Commission No.

FOR DEVELOPER

(Corporate Seal)

Lincoln Park Development Group, L.L.C.

ATTEST:

By

Name and Title

Elin Dresser, MGR

_____, Secretary

Witness

Witness

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this 24th day of April, 2007 by Elin Dresser of

mfm Construction Corp, on behalf of the corporation/agency.

Name of Corporation or Agency

He/She is personally known to me or produced _____ as
identification and did/did not first take an oath.

Type of Identification

My Commission Expires:



(SEAL)

Signature - Notary Public

Laura L. Morales

Printed Name of Notary

Notary's Commission No. _____

FOR HOLLYWOOD

(Corporate Seal)

Hollywood Gates, L.L.L.P.

ATTEST:

By

Name and Title

Jose Manuel de la Vega

DLV Real Estate, LLC

General Partner, Hollywood Gates, L.L.L.P.

_____, Secretary

-or-

Witness

Carmi A. Talon
Witness

STATE OF Connecticut

COUNTY OF Fairfield

The foregoing instrument was acknowledged before me this 31ST day of May, 2007 by Jose Manuel de la Vega of Hollywood Gates LLC on behalf of the corporation/agency.
Name of Person
Name of Corporation or Agency

He/She is personally known to me or produced CT Drivers Lic as identification and did/did not first take an oath.
Type of Identification

My Commission Expires:

Dennis R. Orgera
Signature - Notary Public

Dennis R. ORGERA
Printed Name of Notary

NOTARY PUBLIC
MY COMMISSION EXPIRES OCT. 31, 2008

(SEAL)

Notary's Commission No.

Exhibit A
Developer Parcel

2331 & 2327 Lincoln Street

Lot 10 Block 12, Hollywood Little Ranches, Plat Book 1, Page 26 of the Public Records of Broward County, Florida.

Folio # 514216014540

514216014550

2219 & 2225 Lincoln Street

Lots 3, 4 and 19 Block 12, Hollywood Little Ranches, Plat Book 1, Page 26 of the Public Records of Broward County, Florida.

Folio # 514216014480

514216014500

514216014490

514216014710

2339 Lincoln Street

South 70 feet of Lot 11, Block 12, Hollywood Little Ranches, Plat Book 1, Page 26 of the Public Records of Broward County, Florida.

Folio # 514216014570

Exhibit B
Hollywood Parcel



#	Address	Folio #	Legal Description
1	2236 Pierce St.	5142 16 01 4240	The East 70 feet of Lot 18, Block 10, Hollywood Little Ranches, according with the map of plat therefore, as recorded in Plat Book 1, Page 26, Public records of Broward County, Florida.
2	2224 Pierce St.	5142 16 01 4250	Lot 19, Block 10, Hollywood Little Ranches, according with the map of plat therefore, as recorded in Plat Book 1, Page 26, Public records of Broward County, Florida.
3	2233-A Fillmore St.	5142 16 01 40 60	The West 50 feet of lot 5, Block 10, Hollywood Little Ranches, less South 10 feet therefore, for road right to way, according with the map of plat therefore, as recorded in Plat Book 1, Page 26, Public records of Broward County, Florida.
4	2233-B Fillmore St.	5142 16 01 4050	The East Half of lot 5, Block 10, Hollywood Little Ranches, less the South 10 feet therefore, for right of way, according with the plat therefore, recorded in Plat Book 1, Page 26, Public records of Broward County, Florida.
5	2231 Fillmore St.	5142 16 01 4040	Lot 4, Block 10, Less the south 10 feet for Road Right of Way of Hollywood Little Ranches Amended, according with to the plat therefore as recorded in Plat Book 1, Page 26, Public records of Broward County, Florida.

Exhibit C
School Board Parcel

Lots 1 through 8 and Lots 19 through the West $\frac{1}{2}$ of Lot 22 of Block 11 of "Hollywood Little Ranches" as recorded in Plat Book 1, Page 26 of the Public Records of Broward County, Florida.

Said lands situate, lying and being in Broward County, Florida and containing 235,831.17 square feet (5.41 acres) more or less.

Exhibit D
Cost Estimate / Scope of Work

Charles O. Buckalew

Consulting Engineering Services, Inc.

801 South Ocean Drive, Unit # 201
Hollywood, Florida 33019

Phone (954) 927-0561 Mobile: 558-1189

Fax: 926-7810

Estimate of Probable Construction Costs

For

Lincoln Park I, II, & III & School Site

@ Lincoln Street to 24th Avenue

Hollywood, Florida

A. Restore Paving:

1. Sidewalk: 100 L.F. @ \$ 10.00/ LF = \$ 1,000.00
2. 8" Limerock Base: 1,500 S.Y. @ \$ 10.00/ S.Y. = \$ 15,000.00
3. 1 ½ " Asphalt: 1,600 S.Y. @ \$ 4.50/ S.Y. = \$ 7,200.00
4. Striping & Signage: 1 LS @ \$ 500.00

Total Paving and Grading = \$ 23,700.00

B. Sewer:

1. Manholes: 1 Each @ \$ 3,000.00 each = \$ 3,000.00
2. Manhole Additional Depth: 10 feet @ \$ 500.00/ LF = \$ 5,000.00
3. Drop Manholes: 1 each @ \$ 2,500.00 each = \$ 2,500.00
4. 30 LF of 8" DIP @ 10'-12' cut @ \$ 150/ LF = \$ 4,500.00

Total Sewer: = \$ 15,000.00

C. Pump Station

- 1 Each @ \$ 140,000.00 = \$ 140,000.00
250 LF of 6" DIP Force Main @ \$ 40.00 /LF = \$ 10,000.00

Total Pump Station: = \$ 150,000.00

TOTAL PROJECT: \$ 188,700.00

Dated May 12, 2007

Charles O. Buckalew
Fla. Reg. No.# 24842

Exhibit E
Sewage Flow Rate

DEVELOPER

Lincoln Park I	3 Townhouses @ 250 Gallons per day	750 GPD
Lincoln Park II	8 Townhouses @ 250 Gallons per day	2,000 GPD
Lincoln Park III	25 Townhouses @ 250 Gallons per day	<u>6,250</u> GPD
Total		9,000 GPD

HOLLYWOOD

Hollywood Gates	32 Townhouses @ 250 Gallons per day	8,000 GPD
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SBBC

Elementary C	834 Students @ 15 Gallons per day	12,510 GPD
	75 Staff @ 15 Gallons per day	<u>1,125</u> GPD
Total		13,635 GPD

Grand Total		30,635 GPD
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PRO RATED PERCENTAGES:

DEVELOPER	9,000 GPD / 30,635 GPD	=	29.38 %
Hollywood Gates	8,000 GPD / 30,635 GPD	=	26.12 %
Elementary C	13,635 GPD / 30,635 GPD	=	44.50 %
Total			100 %

EXHIBIT "F"

CITY OF HOLLYWOOD

CONVEYANCE AGREEMENT

THIS AGREEMENT made and entered in at Hollywood, Broward County, Florida, this 2nd day of May, 2007, by and between CITY OF HOLLYWOOD, a political subdivision of the State of Florida (hereinafter called "CITY"), and LINCOLN PARK DEVELOPMENT GROUP, LLC a Florida Limited Liability Company (hereinafter referred to as "DEVELOPER").

WITNESSETH:

WHEREAS, DEVELOPER owns or controls certain property in Broward County, Florida as shown and described in EXHIBIT "A" attached hereto and made a part hereof ("PROPERTY"); and

WHEREAS, DEVELOPER has requested CITY to accept the drainage and water and sewer facilities to be constructed by DEVELOPER necessary to provide drainage and potable water and sanitary sewer services to the "PROPERTY", for ownership, operation and maintenance; and

WHEREAS, CITY has agreed to accept such facilities that are located in the public right-of-way or easements;

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties hereto, and other good and valuable consideration, the parties covenant and agree that the above recitals are true and correct and further covenant and agree, each with the other, as follows:

I

DEVELOPER AGREES:

1. To construct all the necessary drainage and water distribution and sewer collection facilities, necessary to provide drainage and potable water and sewer services to the "PROPERTY".
2. That the construction of the drainage and water distribution and sewer collection facilities shall be in accordance with the plans, specifications and engineering data as prepared by a Florida registered engineer and as approved by all appropriate regulatory agencies, and the CITY'S authorized representatives. Said drainage and water distribution and sewer collection facilities shall be connected to the CITY'S existing systems at the points as specified by the CITY'S authorized representatives and as agreed by both parties. Any deviation from the approved plans and specifications shall require the prior approval in writing of the CITY'S Director of Utilities or his/her authorized representative.

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3. To retain the services of a Registered Professional Engineer for the purpose of providing necessary inspection and supervision of the construction work to insure that construction is at all times in compliance with accepted sanitary engineering practices and approved plans and specifications.
4. To provide shop drawings and catalog information of the materials and equipment to be installed, for **CITY** approval. No construction shall commence until the shop drawings, plans and specifications are approved in writing by the **CITY'S** Director of Utilities or his/her authorized representative.
5. A preconstruction meeting with **CITY'S** Director of Utilities or his/her authorized representative, **DEVELOPER**, or **DEVELOPER'S** engineer and contractor shall be held prior to construction commencement.
6. To grant **CITY'S** representatives free access to the materials and the work site at all times for the purpose of inspecting same.
7. To notify **CITY** before any construction is begun and at the time when inspections will be required. Said notification shall be made in writing and shall be received by **CITY** at least forty-eight (48) hours in advance of the time construction will begin or inspections required.
8. At the time when periodic inspections are required, **CITY'S** authorized representative, together with **DEVELOPER'S** engineer, will be present to observe and jointly witness tests for determination of conformance to approved plans and specifications.
9. **DEVELOPER**, during warranty period shall promptly correct defective work upon notification by the **CITY**. Should the **DEVELOPER** fail to do so within seven (7) days after written notice, the **CITY** may correct and remedy any such deficiency. All direct and indirect costs of the **City** shall be charged against the **DEVELOPER**.
10. The **DEVELOPER'S** obligation to perform and complete the work in accordance with this agreement shall be absolute. Neither any act of acceptance by the **CITY** nor any failure to do so will constitute a release of the **DEVELOPER'S** obligation to comply with all requirements set forth in this agreement.
11. **CITY** shall not be required to provide water or wastewater service, except for construction water, to any area encompassed under this agreement unless utility installation in that area has been completed, tested, certified, approved and accepted by **CITY** and **DEVELOPER** has provided as-built drawings and related documentation. Should construction water be required, the **DEVELOPER** shall pay at the established rate. All construction water shall be metered.

II

Upon completion, approval and acceptance of the work required to be done, **DEVELOPER** shall, without cost to **CITY**:

12. Convey to **CITY** and its successors and assigns by good and sufficient easement deed, in a form satisfactory to **CITY**, a perpetual right, easement and privilege to operate, maintain, repair or replace all drainage, water and sewer facilities constructed in the public right-of-way or easements, in connection with supplying drainage and water and sewer service to the inhabitants, occupants and customers in the "PROPERTY" and secure from each mortgagee and lienor a release of interest of said mortgagee and lienor in the easement and fixtures hereon for so long as the easement is used for the operation, maintenance, repair or replacement of drainage, water or sewer facilities within the easements.

13. Transfer to **CITY** by BILL OF SALE ABSOLUTE all **DEVELOPER'S** right, title and interest in and to all of the drainage and water and sewer facilities, connections, pipes, valves, meters and equipment installed within granted easements and rights-of-way as provided for in the plans and specifications to be prepared pursuant to Paragraph (1) above for the purpose of supplying drainage and water and sewer service to the "PROPERTY". Said BILL OF SALE ABSOLUTE shall be written in such a form as approved and accepted by **CITY**.

14. Furnish **CITY** with an AFFIDAVIT that all persons, firms or corporations who furnished labor or material 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 **CITY**.

15. Furnish **CITY** with RELEASE OF LIENS from all contractors and suppliers of materials and/or labor who might have acquired interest into the installations by the supplying of materials and/or labor or otherwise.

16. Furnish **CITY** with a FINAL RELEASE OF LIEN releasing all liens which **DEVELOPER** might have on the works/installations. Said FINAL RELEASE OF LIEN shall be written in such a form as approved and accepted by **CITY**.

17. Furnish **CITY** with all manufacturers' warranties which **DEVELOPER** might have received or is due to receive on any part of the installations.

18. Furnish **CITY** with a satisfactory warranty or bond guaranteeing installation pursuant to this agreement against defect in material, equipment or construction for a period of not less than one (1) year from date of acceptance of same by **CITY**. Said warranty shall be in such a form as agreed by **CITY** and **DEVELOPER**.

19. Furnish **CITY** with **COST LETTER** stating the cost of the installations due under this agreement. Said **COST LETTER** shall be in such a form as approved by **CITY**.

III

CITY AGREES:

20. That upon compliance by **DEVELOPER** of the requirements set forth in sections I and II of this Agreement to accept the drainage and water and sewer lines constructed by **DEVELOPER**, for ownership, operation and maintenance at no cost to the **DEVELOPER**.

IV

CITY and DEVELOPER Agree:

21. The provisions of this Agreement shall be binding upon and inure to the benefits of successors in title to the "PROPERTY."

22. **DEVELOPER**, its successors and assigns, and the owners and occupants of buildings on "PROPERTY" are hereby prohibited from installing or maintaining any water wells, except for irrigation purposes.

23. **CITY**, shall not be liable or responsible for maintenance or operation of any pipes, pipelines, valves fixtures or equipment on any of the properties of the customers, consumers or users on "PROPERTY", other than the drainage and water and sewer service lines within easements granted to **CITY** in accordance with **CITY'S** rules and regulations;

24. Each customer of water service or wastewater collection service on "PROPERTY" shall keep all water pipes, service lines, connections and necessary fixtures and equipment on the premises occupied by said customer, and within the interior lines of the lot or tract occupied by the customer in good order and condition. The sale of water to the customer shall occur at the customer's side of the meter;

25. Any temporary cessation or interruptions of drainage outfall or the furnishing of water and wastewater service to the "PROPERTY" at any time caused by an act of God, fires, strikes, casualties, accidents, power failures, necessary maintenance work, breakdowns, damage to equipment or mains, civil or military authority, riots or other cause beyond the control of **CITY** shall not constitute a breach of the provisions contained herein or impose liability upon **CITY** by **DEVELOPER**, its successors and assigns.

26. This Agreement shall be recorded by **DEVELOPER** among the public records of Broward County, Florida. When so recorded, owners and occupants of "PROPERTY" connected to or to be connected to said drainage outfall and water and wastewater systems of **CITY** shall be on notice of each and every provision of this Agreement, and

this Agreement shall be of the same force and effect as if said owners and occupants had joined with the parties to the Agreement in the execution hereof; and the acquisition or occupancy of any part of the "PROPERTY" connected to or to be connected to said water and wastewater systems of CITY shall be deemed conclusive evidence of the fact that the owners and occupants have consented to and accepted the Agreement herein contained and have become bound hereby.

27. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by certified United States 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; 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 CITY:

Utilities Director
P.O. Box 229045
Hollywood, Florida 33022-9045

FOR DEVELOPER:

Ellu Dreszer
150 SE 2nd Avenue, Suite 807
Miami, FL 33131

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

28. The parties hereto agree that an executed copy of this Agreement and Exhibits attached hereto shall be recorded in the Public Records of Broward County, Florida.

29. That the execution of this Agreement by CITY shall not be construed as a precedent for the acceptance by the CITY of other water and/or sewer facilities constructed or to be constructed by DEVELOPER or others, on other properties.

30. This agreement is intended to supplement the ordinances of the CITY. This agreement is not intended to replace any provisions of, or relieve DEVELOPER of the obligation to fully comply with all ordinances of the CITY. To the extent that any direct conflict arises between the terms of this agreement and the term of any ordinance, the ordinance shall control.

31. In the event court action is instituted to resolve any disputes or disagreements hereunder, the prevailing party in such action shall be entitled to recover all court costs and reasonable attorneys' fees.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed on the day and year first hereinabove written.

Signed, sealed and delivered
in the presence of:

By: [Signature]
Albert Perez, P.E.

CITY:

CITY OF HOLLYWOOD, a municipal
corporation of the State of Florida

Title: Public Utilities Director

Approved as to form and legality
for the use and reliance of the
City of Hollywood, Florida only.

[Signature]
Daniel L. Abbott, City Attorney

DEVELOPER:

Lincoln Park Development Group, LLC

WITNESS: [Signature]
OFFICE MANAGER

By: [Signature]
Ellis Dreszer, Managing Member

WITNESS: [Signature]
asst. manager

Attest: _____

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 17 day of July, 2007, by _____ of _____ as _____



Sandra Linn Cruse
Commission # DD235004
Expires Aug. 8, 2007
Bonded Thru Atlantic Bonding Co., Inc.

[Signature]
Notary Public - State of Florida

Print, Type or Stamp Name of Notary Public

Personally Known ☒ OR Produced Identification _____
Type of Identification Produced _____

Lincoln Park I

LORI PARRISH
BROWARD COUNTY
PROPERTY APPRAISER

Layers

- ☐ Highways
- ☐ Major Roads
- ☐ Twin-Ring-Sec
- ☐ Municipalities
- ☐ City Limits
- ☐ Zip Codes
- ☐ CRA Boundaries
- ☐ County Land Use
- ☐ City Zoning Codes
- ☐ Streets
- ☒ Parcels
- ☒ Aerials (2007)
- ☐ Aerials (2006)
- ☐ Aerials (2005)
- ☐ Aerials (2004)
- ☐ Aerials (2003)
- ☐ Aerials (2002)
- ☐ Aerials (2001)
- ☐ Aerials (2000)
- ☐ Aerials (1999)
- ☐ Aerials (1998)
- ☒ County Boundary

Details

FOLIO: 514216014570

OWNER: LINCOLN PARK DEVELOPMENT GROUP L L C

MAILING ADDRESS: 150 SE 2 AVE STE 807 MIAMI FL 33131

LEGAL: HOLLYWOOD LITTLE RANCHES 1-26 B LOT 11 S 70 BLK 12

MILLAGE CODE: 0513

USE CODE: 00

LAND VALUE: \$138,750

BUILDING VALUE: \$0

OTHER VALUE: \$0

TOTAL VALUE: \$138,750

SOH CAPPED VALUE: \$138,750

HOMESTEAD EXEMPTION AMOUNT: \$0

WVD EXEMPTION AMOUNT: \$0

OTHER EXEMPTION AMOUNT: \$0

TAXABLE VALUE: \$138,750

SALE DATE 1: 9/22/2006

SALE PRICE 1: \$300,000

DEED TYPE 1: WD

SALE DATE 2: 3/16/2005

SALE PRICE 2: \$165,000

DEED TYPE 2: WD

LAND CALCULATIONS

Price	Factor	Type
1850	7500	FF

ADJ. BLDG. S.F. 0

SELECTED PROPERTY-FOLIO: 514216014570

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EXHIBIT "G" Site Plan - Sanitary Lift Station on Lincoln Park

