

Return to: (enclose self-addressed stamped envelope)

Name: Marla Neufeld, Esq.
Greenspoon Marder, P.A.
100 West Cypress Creek Road, Suite 700
Fort Lauderdale, Florida 33309

This Instrument Prepared by:
Marla Neufeld, Esq.

Address:
Greenspoon Marder, P.A.
100 West Cypress Creek Road, Suite 700
Fort Lauderdale, Florida 33309

SPACE ABOVE THIS LINE FOR PROCESSING DATA

SPACE ABOVE THIS LINE FOR RECORDING DATA

MODULAR CLASSROOM AGREEMENT

THIS MODULAR CLASSROOM AGREEMENT ("Agreement") made this _____ day of _____, 2014, by **THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**, a body corporate existing under the laws of the State of Florida ("School Board"), with an address of 600 SE Third Avenue, Fort Lauderdale, FL 33301, and the **CITY OF PARKLAND**, a municipal corporation of the State of Florida ("City"), with an address of 6600 University Drive, Parkland, FL 33067. The "Effective Date" of this Agreement shall be the date on which the last party to this Agreement signs.

WITNESSETH:

WHEREAS, Mira Lago West Lennar, LLC ("West Lennar") is the developer of that certain real property located in the City referred to as the Triple H Ranch Plat ("Triple H Plat"); and

WHEREAS, Lennar Homes, LLC ("Lennar") is the developer of that certain real property located in the City referred to as the Debuys Plat ("Debuys Plat"), also referred to as MiraLago. The Debuys Plat includes a residential parcel ("Debuys Residential Parcel") owned by Lennar and a commercial parcel ("Debuys Commercial Parcel") owned by Debuys Property Investment Group, LTD, with Lennar as the contract purchaser; and

WHEREAS, Richmond American Homes of Florida, LP ("Richmond American") is the developer of that certain real property located in the City referred to as the Parkland Village RePlat Two, formally known as Pod C of Parkland Reserve (currently being platted)("Parkland Village Proposed Plat"); and

WHEREAS, Standard Pacific of Florida ("Standard Pacific") is the developer of that certain real property located in the City referred to as the Bruschi Plat ("Bruschi Plat"), now referred to as Watercrest, and the area identified as the NE Cut Out that has not yet been platted ("NE Cut Out Proposed Plat"); and

WHEREAS, West Lennar, Lennar, and Standard Pacific and their respective assignees shall collectively be referred to as the "Developers". The Triple H Plat, Debuys Plat (including the Debuys Residential Parcel and the Debuys Commercial Parcel), the Parkland Village

Proposed Plat, the Bruschi Plat and the NE Cut Out Proposed Plat shall be collectively referred to as the "Parkland Properties" and are identified on **Exhibit "A"**, attached hereto; and

WHEREAS, additional students are anticipated to be generated in the City over the next five (5) years based on the additional units from the Parkland Properties; and

WHEREAS, in order to accommodate for the projected increase in students in the City, the City and School Board have agreed that in exchange for the City transferring funds in the amount of One Million Seven Hundred Seventy One Thousand Dollars (\$1,771,000) received by the City (pursuant to agreements entered into by the City and Developers) from Developers, and the subsequent payment of such funds by the City to the School Board, the School Board shall construct, maintain and operate seven (7) permanent modular classrooms ("Modular Classrooms") in the corporate limits of the City as provided in this Agreement for at least five (5) years; and

WHEREAS, in the event Richmond American contributes funds to the City, on or before February 15, 2015, in the amount acceptable to the City pursuant to a separate agreement between Richmond American and the City, the City and School Board agree the School Board will proceed within eighteen months from the time the City transfers Two Hundred and Fifty Four Thousand Dollars (\$254,000.) ("Additional Payment") to the School Board in accordance with the Modular Classroom Schedule (hereinafter defined), for the construction of one (1) additional modular classroom ("Additional Modular Classroom") and the removal of one (1) additional portable classroom ("Additional Portable Classroom Removal"); and

WHEREAS, future changes to school attendance zone boundaries that would impact the City as a result of the additional students from the Parkland Properties will be established in accordance with School Board Policy 5000, as may be amended, which gives consideration to feeder patterns, proximity, and community/neighborhood integrity; and

WHEREAS, consistent with School Board Policy 1161, as may be amended, a modular classroom provides 18 elementary, 22 middle or 25 high school student stations; and

WHEREAS, the proposed Modular Classrooms are intended to supplement any otherwise required school concurrency or school impact fee requirements and are not in lieu of any such requirements; and

WHEREAS, the City is not incurring any independent financial obligations pursuant to this Agreement but is instead agreeing to turn over to the School Board funds received from Developers (and Richmond American, if applicable);

NOW THEREFORE, in consideration of the payments, promises, covenants and undertakings hereinafter set forth, the parties hereto, intending to be legally bound, agree as follows:

1. Recitations. The recitals set forth above are true and correct and are incorporated into this Agreement by this reference as if fully set forth herein.

2. Payment and Construction of Modular Classrooms.

- 85 a. Developers' and City's Payment for Modular Classrooms. Pursuant to the terms
86 and conditions contained in separate agreements between the Developers, City, and
87 County (as applicable), the Developers have collectively agreed to pay funds to the
88 City in the amount of One Million Seven Hundred and Seventy One Thousand
89 Dollars (\$1,771,000) ("Contribution Payments"). To the extent received by the City,
90 such Contribution Payments shall be paid by the City to the School Board in
91 accordance with the Modular Classroom Schedule for the School Board's
92 construction, maintenance and operation of the Modular Classrooms to be located at
93 one or more public schools which are within the corporate limits of the City for at
94 least five (5) years. Consistent with the Modular Classroom Schedule, the City shall
95 make lump sum payments to the School Board for what is anticipated to be a total of
96 seven (7) Modular Classrooms.

97
98 In addition to the School Board's construction of the Modular Classrooms, the School
99 Board shall remove seven (7) existing portable classrooms from the North School
100 Impact Fee Service Area, as defined in Section 5-182(7)(a) of the Broward County
101 Land Development Code, which includes the corporate limits of the City ("Portable
102 Classroom Removals"). The location of each existing portable classroom that is to be
103 removed shall be at the School Board's sole discretion as long as it is within the
104 North School Impact Fee Service Area.

105
106 The total payment amount for each Modular Classroom (including the Additional
107 Modular Classroom, if applicable,) shall be determined at the time of payment and
108 based upon the then applicable cost for a modular classroom as calculated at the
109 beginning of each fiscal year by the School Board. The actual number of modular
110 classrooms that will be constructed will be determined at the time of the payment(s)
111 and based upon the then applicable cost per modular classroom; however, the
112 maximum possible number of modular classrooms will be constructed for the amount
113 of money paid to the School Board by the City. In the event the payments are
114 insufficient to construct a complete modular classroom by October 1, 2016, the City
115 shall not be required to pay the balance of the payments to the School Board and the
116 School Board shall return the balance, if any, of the unused or unapplied payments to
117 the City on or before December 1, 2016. Any such returned funds may be used by the
118 City for a community project or other municipal purposes as determined in the sole
119 discretion of the City Commission to accommodate and benefit the City.

- 120
121 b. School Board's Construction of Modular Classrooms. In accordance with the
122 Modular Classroom Schedule, the School Board shall construct (or cause to be
123 constructed) the Modular Classrooms, and proceed diligently to complete (or cause to
124 be completed) the Portable Classroom Removals (as applicable). In exchange for the
125 School Board's construction of the Modular Classrooms and the Portable Classroom
126 Removals, the City shall make periodic payments to the School Board (to the extent
127 said funds have been received by City from Developers) according to the Modular
128 Classroom Schedule. Except for the payment of the Contribution Payments from the
129 Developers to the City, and from the City to the School Board in accordance with the
130 Modular Classroom Schedule, the Developers (or Richmond American, if applicable)
131 and City shall not be responsible for the costs or expenses associated with the School
132 Board's construction, maintenance, and/or operation of the Modular Classrooms or
133 the Portable Classroom removals, other than those included in this Agreement.

- 135 c. In the event Richmond American contributes funds to the City on or before February
136 15, 2015, in the amount acceptable to the City pursuant to a separate agreement
137 between Richmond American and the City, and the City submits funds to the School
138 Board in the amount of Two Hundred and Fifty Four Thousand Dollars (\$254,000.)
139 (“Additional Payment”), the City and School Board agree the School Board will
140 proceed to construct one (1) additional modular classroom and the removal of one (1)
141 additional portable classroom, within eighteen months from the time the City
142 transfers the Additional Payment to the School Board in accordance with the Modular
143 Classroom Schedule, for the Construction, operation, and maintenance of the one (1)
144 Additional Modular Classroom and the removal of the one (1) Additional Portable
145 Classroom Removal in accordance with the terms of this Agreement.
146
- 147 d. The School Board shall be responsible for maintaining and operating the Modular
148 Classrooms (and the Additional Modular Classroom, if applicable), at its sole cost
149 and expense.
150
- 151 e. The School Board’s construction of the Modular Classrooms (and the Additional
152 Modular Classroom, if applicable) and Portable Classroom Removals (and the
153 Additional Modular Classroom Removal, if applicable) shall be done in a good and
154 workmanlike manner, free of material defects, and shall comply with all the State of
155 Florida Requirements for Educational Facilities (SREF) and applicable School Board
156 policies and procedures.
157
- 158 f. The City’s obligation to pay the Contribution Payments and the Additional Payment
159 to the School Board is conditioned upon and subject to the payment of the
160 Contribution Payments by the Developers (and the Additional Payment by Richmond
161 American, if applicable) to the City.
162
- 163 g. The School Board’s obligation to construct the Modular Classrooms (and the
164 Additional Modular Classroom, if applicable) and the Portable Classroom Removal
165 (and the Additional Portable Classroom Removal, if applicable) pursuant to this
166 Agreement, is conditioned upon and subject to the payment(s) of the Contribution
167 Payments (and the Additional Payment, if applicable) by the City to the School
168 Board.
169
170

171 [REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK]
172
173
174
175
176
177
178
179
180
181
182
183

h. The "Modular Classroom Schedule" is as follows:

Modular Classroom Schedule

Date of Payment of Contribution Payments by City to School Board	Amount of Contribution Payments from the City to School Board	Construction Completion Date of Modular Classroom by School Board	Anticipated Number of Modular Classrooms to be constructed	Anticipated Number of Portable Classrooms to be removed
Upon execution of this Agreement by the School Board	\$425,000 –	For Planning And Design of Three (3) Modular Classrooms.	(Not applicable)	(Not applicable)
May 15, 2014	\$450,000	The Three (3) Modular Classrooms shall be constructed and completed before September 29, 2015	3	3
February 15, 2015	\$896,000	August 2016 -- The additional four (4) Modular Classrooms shall be constructed and completed before the first day of the 2016 school year	4	4
*Possible Additional Payment – On or before February 15, 2015	\$254,000	August 2016- In the event the Additional Payment is made on or before February 15, 2015, one (1) additional Modular Classroom shall be constructed and completed before the first day of the 2016 school year	1	1

3. Defaults. In the event the City or School Board fail to timely perform in accordance with this Agreement following fifteen (15) days written notice from the non-breaching party to the breaching party providing an opportunity to cure such default, the non-defaulting party may serve upon the breaching party a written fifteen (15) day notice of cancellation and termination of this Agreement whereby this Agreement shall be deemed terminated and of no further force and effect.

4. Notices. Whenever any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving of notice shall remain such until it is

changed by written notice in compliance with the provisions of this paragraph. Until otherwise designated by amendment to this Agreement, the parties designate the following as the respective places for giving notice:

For the SCHOOL BOARD:

Superintendent of Schools
The School Board of Broward County, Florida
Kathleen C. Wright Administrative Building
600 Southeast 3rd Avenue
Fort Lauderdale, FL 33301

With a copy to:

Director, Facility Planning and Real Estate Department
The School Board of Broward County, Florida
Facility Planning and Real Estate Department
Kathleen C. Wright Administrative Building
600 Southeast 3rd Avenue, 8th Floor
Fort Lauderdale, FL 33301

For CITY:

City of Parkland
6600 University Drive
Parkland, Florida 33067
Attn: City Manger

With a copy to:

Andrew Maurodis, Esq., City Attorney
City of Parkland
6600 University Drive
Parkland, Florida 33067

5. Venue. Any controversies or legal issues 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 Court of the Seventeenth Judicial Circuit of Broward County, Florida, and shall be governed by the laws of the State of Florida.

6. Captions and Paragraph Headings. Captions and paragraph headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope or intent of this Agreement, nor the intent of any provisions hereof.

7. No Waiver. No waiver of any provision of this Agreement shall be effective unless it is in writing, signed by the party against whom it is asserted, and any such written

waiver shall be applicable only to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver.

8. Exhibits. All exhibits attached hereto contain additional terms of this Agreement and are incorporated herein by reference.

9. Further Assurances. The parties shall execute, acknowledge and deliver and cause to be done, executed, acknowledged and delivered all further assurances and shall perform such acts as shall reasonably be requested of them in order to carry out this Agreement.

10. Amendments. No modification, amendment, or release of the terms or conditions contained herein shall be effective unless executed by the School Board and the City.

11. Counterparts. This Agreement may be executed in counterparts, each of which may be deemed to be an original. It shall be fully executed when each party whose signature is required has signed at least one counterpart even though no one counterpart contains the signatures of all of the parties of this Agreement.

12. Joint Effort. 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. The preparation of this Agreement has been a joint effort of the parties and the resulting documents shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

13. Time of the Essence. The parties hereby agree that time is of the essence with respect to performance of each of the parties' obligations under this Agreement. The parties agree that in the event that any date on which performance is to occur falls on a Saturday, Sunday, or state or national holiday, then the time for such performance shall be extended until the next business day thereafter occurring.

14. Merger Clause. This Agreement and all the exhibits referenced herein and annexed hereto sets forth the entire agreement among the parties hereto, and it supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, among the parties.

15. Severability. If any provision of this Agreement is declared invalid or unenforceable by a court of competent jurisdiction, the invalid or unenforceable provision will be stricken from the Agreement, and the balance of the Agreement will remain in full force and effect as long as doing so would not affect the overall purpose or intent of the Agreement.

16. Authority. Each person signing this Agreement on behalf of a 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.

290 17. Sovereign Immunity. Nothing contained in this Agreement is intended to serve as
291 a waiver of sovereign immunity by the City or School Board to which sovereign immunity may
292 be applicable.
293

294 18. Third Party Beneficiaries. The parties expressly acknowledge that it is not
295 their intent to create or confer any rights or obligations in or upon any third party or entity under
296 this Agreement. None of the parties intend to directly or substantially benefit a third party by this
297 Agreement. The parties agree that there are no third party beneficiaries to this Agreement and
298 that no third party shall be entitled to assert a claim against any of the parties based upon this
299 Agreement. Nothing herein shall be construed as consent by any agency or political subdivision
300 of the State of Florida to be sued by third parties in any matter arising out of any contract.
301

302 19. Term. This Agreement shall expire upon the Parties completion of their
303 performance of all obligations contained herein or no later than June 1, 2021, whichever is last to
304 occur.
305

306 20. Resolution of Disputes. If the City and School Board are unable to resolve
307 any issue in which they may be in disagreement covered in this Agreement, such dispute shall be
308 resolved in the following manner:
309

310 a. First, the disputing parties will meet together through their respective
311 municipal manager and the Superintendent, or their respective designee;
312

313 b. If the disputing parties are still unable to resolve the dispute, the disputing
314 parties agree to further attempt to resolve the dispute in accordance with governmental conflict
315 resolution procedures specified in Chapter 164, Florida Statutes or such other processes deemed
316 mutually agreeable and appropriate by the parties.
317

318 c. Thereafter, the parties may enforce this Agreement by action at law or in
319 equity, including, without limitation, injunctive relief.
320

321 [REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK
322 SIGNATURE PAGES FOLLOW]

323
324
325
326
327
328
329
330
331
332
333
334
335
336
337
338
339
340
341
342
343

Witnesses:

Signature

Print Name

Signature

Print Name

ATTEST: _____
Superintendent of Schools

344

345 STATE OF FLORIDA)
346) SS
347 COUNTY OF BROWARD)

348 The foregoing instrument was acknowledged before me this ____ day of _____,
349 2014, by Patricia Good, as School Board Chair of THE SCHOOL BOARD OF BROWARD
350 COUNTY, FLORIDA.

351 He or she is:
352 [] personally known to me, or
353 [] produced identification. Type of identification produced _____.

354 (Seal)

NOTARY PUBLIC:

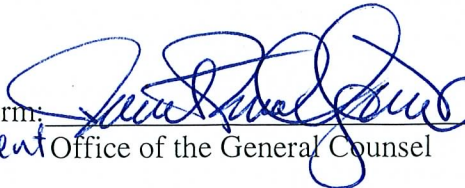
355

Print Name: _____

356

My commission expires:

357

358 Approved as to form:  03/06/14
359 and legal content Office of the General Counsel

361 Witnesses:

362 Hollie R. Moore
363
364 Signature

365
366
367 HOLLIE R. MOORE
368 Print Name

369
370 Wendy Fretwell
371 Signature

372
373 Wendy Fretwell
374 Print Name

375
376 ATTEST: Laurel Gaski
377 City Clerk

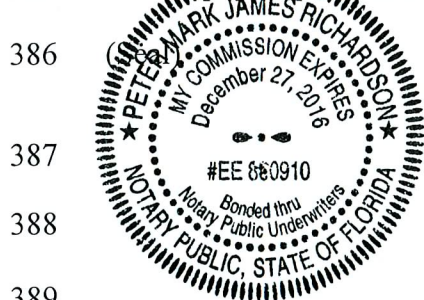
378 STATE OF FLORIDA)
379) SS
380 COUNTY OF BROWARD)

381 The foregoing instrument was acknowledged before me this 6th day of March,
382 2014, by Michael Udine as Mayor of THE CITY OF PARKLAND.

383 He or she is:

384 ☒ personally known to me, or

385 ☐ produced identification. Type of identification produced _____



NOTARY PUBLIC: Peter M. Richardson

Print Name: Peter M. Richardson

My commission expires: 12/27/2016

390 Approved as to form: [Signature]

391 Andrew S. Maurodis, City Attorney

392

393

394

395

THE CITY OF PARKLAND

By: [Signature]
(Signature)
Print Name: Michael Udine
Title: Mayor
Dated: March 3, 2014

