APPENDIX G

CITY OF COCONUT AGREEMENTS

INSTR # 100781863
OR BK 31205 PG 0580
RECORDED 01/22/2001 04:04 PM
COMMISSION
BROWARD COUNTY
DEPUTY CLERK 1010

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RESOLUTION NO. 99-141

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF COCONUT CREEK, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE THE ATTACHED AGREEMENT BETWEEN THE CITY AND THE SEMINOLE TRIBE OF FLORIDA, FOR THE PROVISION OF MUNICIPAL SERVICES TO A 4.886 ACRE PARCEL OF LAND HELD IN TRUST FOR THE SEMINOLE TRIBE BY THE UNITED STATES; PROVIDING AN EFFECTIVE DATE

WHEREAS, the United States holds in trust for the Seminole Tribe of Florida a parcel of land that is 4.886 acres in size which is surrounded by the City of Coconut Creek; and

WHEREAS, the Seminole Tribe wishes to develop said parcel for legal gaming activity; and

WHEREAS, said parcel requires municipal services to support said development; and

WHEREAS, to provide for the public's health, safety and welfare, the City Commission of the City of Coconut Creek hereby finds and determines that the attached Municipal Service Provider Agreement is in the best interests of the citizens of the City, and provides for the future needs of the City:

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF COCONUT CREEK, FLORIDA:

Section 1: That the foregoing WHEREAS clauses are ratified and confirmed as true.

Section 2: That the City Commission of the City Of Coconut Creek, Florida, hereby authorizes the City Manager to execute the attached Agreement between the City and The Seminole Tribe of Florida, which Agreement provides for the provision of municipal services to a 4.886 acre parcel of land surrounded by the City of Coconut Creek, which is held in trust for

State of Florida
County of Broward
City of Coconut Creek
I HEREBY CERTIFY that this is a true and correct copy of Resolution 99-141 & Exhibits
Witness my hand and the Official Seal of
The City of Coconut Creek this 7th
day of November 1999
Barbara Drew
City Clerk

DEFERRED ITEM
Return Document To
Business Operations

70

the Seminole Tribe by the United States.

Section 3: That this Resolution shall take effect immediately upon its passage.

Adopted this 12th day of August, 1999, on a motion by Vice Mayor Gerber and seconded by Commissioner Fantl.

Ayes	5
Nays	0
Absent or Abstaining	0

S. Goldsmith
Sam Goldsmith, Mayor

Attest:

Barbara S. Price
Barbara S. Price, CMC/AAE
City Clerk

Goldsmith	Aye
Gerber	Aye
Sacks	Aye
Fantl	Aye
Waldman	Aye

Seminole Tribe Resolution
NAC/dk
08-03-99

Record & Return to:
Barbara Price
City Clerk
4800 W. Copans Rd.
Coconut Creek, FL
33063

OR BK 31205 PG 0581

RE: MUNICIPAL SERVICE PROVIDER AGREEMENT BETWEEN THE SEMINOLE TRIBE OF FLORIDA AND THE CITY OF COCONUT CREEK

SEMINOLE TRIBE OF FLORIDA
HOLLYWOOD, FLORIDA

RESOLUTION NO. C-42-00

WHEREAS, the Seminole Tribe of Florida is an organized Indian Tribe as defined in Section 16 of the Act of June 18, 1934, as amended; and

WHEREAS, the United States of America holds title to a certain parcel of real property located in Coconut Creek, Broward County, Florida in trust for the benefit of the Seminole Tribe of Florida (hereinafter Trust Lands); and

WHEREAS, the Trust Lands constitute "Indian Lands" for purposes of the Indian Gaming Regulatory Act of 1988, 25 U.S.C. Section 2701, et seq.; and

WHEREAS, the Tribe has determined that the development and operation of a Tribal gaming facility on the Trust Lands is an important Tribal governmental project which is intended to improve the economic position of the Tribe and its members, enhance the Tribe's economic self sufficiency, and enable the Tribe to better serve the social, economic, educational and health needs of its Tribal members; and

WHEREAS, the Tribe has notified the City of Coconut Creek, a municipal corporation of the State of Florida, that the Tribe intends to develop the Trust Lands for the operation of a Tribal gaming facility; and

WHEREAS, the City of Coconut Creek has agreed to enter into a Municipal Service Provider Agreement with the Seminole Tribe of Florida to provide the following services to the Tribal gaming facility as follows:

1. Water and wastewater services pursuant to the City's Water and Wastewater Agreement at the rate charged for such services and as paid by other out-of-city residents, which is 125% of the rate charged to the City's residents.
2. Fire, fire rescue, and emergency medical services with fees charged that are equal to those charged to other commercial establishments; and

WHEREAS, the Tribe may request detail work by the City's Public Safety Department for land areas contiguous to the Trust Lands to be reimbursed by the Tribe to the City if the detail work is approved by the City Manager or its designee; and

WHEREAS, the Tribe shall enter into an agreement(s) with the City's franchise holder(s) for the collection of garbage, recycling and construction and demolition debris pickup for

OR BK 31205 PG 0645

the Trust Lands and any other land in the City owned by the Tribe or any instrumentality or affiliate thereof; and

WHEREAS, as a condition of this Municipal Service Provider Agreement, the Tribe shall construct all improvements and buildings in accordance with the South Florida Building Code, Broward County Edition, as amended or superseded at the time of construction of any improvements and buildings to the Trust Lands; and

WHEREAS, the Tribe will submit to the City proof of its compliance with the City's drainage standards and criteria; and

WHEREAS, the Tribe will deliver to the City, in a form satisfactory to the City and recordable in the Broward County public records, any and all easements necessary or required by federal authorities or necessary to accommodate the Trust Lands and all land area proposed to be used in conjunction with the Trust Lands. The Tribe shall attempt to secure the Secretary of the Interior's approval of any easements to be granted under the Agreement; and

WHEREAS, the Tribe agrees, at no cost to the City, to integrate the use of electric vehicles into any proposed customer bus and shuttle service to and from the Trust Lands, and to provide for charging infrastructure to accommodate a minimum of eight (8) vehicles, including buses, available to the general public for a reasonable fee, upon development of the Trust Lands; and

WHEREAS, the Tribe agrees that all Tribal busing within the municipal limits of the City to and from the Trust Lands shall be limited to and restricted to mutually agreed upon bus routes that shall be explicitly approved, in writing, by the City Manager prior to implementation and prior to any subsequent changes; and

WHEREAS, the Tribe shall purchase, prior to the commencement of construction on the Trust Lands, and have in full force and effect at all times during the terms of this Agreement, an insurance policy with an insurance company having an A.M. Best A or better rating, having general liability limits not less than $10,000,000.00 per occurrence. The insurance policy shall name the City as an additional insured; and

WHEREAS, in addition to the payments made by the Tribe to the City for water and wastewater services and for fire, fire rescue and emergency medical services, the Tribe shall

make an annual contribution to the City for so long as gaming, as defined by 25 U.S.C. §2703(7) and (8), as amended or superseded, is conducted at the Tribal gaming facility. For the first 12 months of the operation of the Trust Lands for the conduct of gaming the Tribe will pay to the City $1,000,000.00 payable in 12 equal monthly installments with the first payment due on the opening date of the Trust Lands for the conduct of gaming. Thereafter and for the next 5 years the annual Tribal contribution shall be increased by an additional $100,000.00 each of those succeeding 5 years. Thus the sixth payment will be for $1,500,000.00. Thereafter and for so long as gaming is conducted on the Trust Lands the annual Tribal contribution shall be adjusted annually based on the then Consumer Price Index specified in the Municipal Service Provider Agreement. In the event class III gaming is authorized for the Trust Lands and approved for the Trust Lands by the Tribal Council, the annual Tribal contribution shall on the date of said Tribal Council approval become $2,000,000.00, payable annually, in 12 equal monthly installments on the date of said Tribal Council approval unless the then annual Tribal contribution already exceeds $2,000,000.00 and in that event the annual Tribal contribution shall continue at the higher payment amount. Thereafter and for so long as gaming is conducted on the Trust Lands the annual Tribal contribution shall be adjusted annually based on the then Consumer Price Index specified in the Municipal Service Provider Agreement. Additional payments by the Tribe to the City are required for expansion of the Tribal gaming facility for economic development purposes other than the conduct of gaming and/or for the conduct of gaming.; and

WHEREAS, in the event that the United States acquires title to additional real property within the boundaries of the City, in trust for the benefit of the Tribe, for the purpose of gaming, or the Tribe has a compact with the State of Florida permitting additional land for gaming in Coconut Creek, the Tribe shall make additional annual payments to the City and a gift to the City of land within the City which shall be in addition to any payments already provided for in the Agreement; and

WHEREAS, in the event that the United States acquires title to additional real property within the boundaries of the City, in trust for the benefit of the Tribe, for governmental or economic development purposes, the Tribe shall make an annual payment to the City. This payment shall be in addition to payments already provided for in the Water and Wastewater Services and Annual Tribal Contribution sections of the Municipal Service Provider Agreement; and

RE: MUNICIPAL SERVICE PROVIDER AGREEMENT BETWEEN THE SEMINOLE TRIBE OF FLORIDA AND THE CITY OF COCONUT CREEK

WHEREAS, as a condition of this Municipal Service Provider Agreement, the Tribe shall construct all improvements and buildings on additionally acquired trust lands in accordance with the South Florida Building Code, Broward County Edition, as amended or superseded at the time of construction of any improvements and buildings to the Trust Lands; and

WHEREAS, the Tribal Council of the Seminole Tribe of Florida has been otherwise duly advised.

NOW THEREFORE BE IT RESOLVED: that the Tribal Council of the Seminole Tribe of Florida hereby approves the Municipal Service Provider Agreement, a copy of which is attached hereto, marked as **Exhibit "A,"** and by this reference is incorporated herein; and

BE IT FURTHER RESOLVED: that the Chairman of the Tribal Council, as attested to by the Secretary/Treasurer of the Tribe, is hereby authorized to execute the Municipal Service Provider Agreement; and

BE IT FURTHER RESOLVED: that the Tribal Council of the Seminole Tribe in accordance with and pursuant to Ordinance No. C-01-95 of the Seminole Tribe of Florida, which was enacted on March 16, 1995, hereby knowingly, expressly, clearly and unequivocally waives it sovereign immunity as provided in and limited to Section 4.1 of the Municipal Service Provider Agreement; and

BE IT FURTHER RESOLVED: that this Resolution is hereby adopted after motion made by Max B. Osceola, Jr., seconded by Mitchell Cypress, and a roll call vote as follows:

Chairman James E. Billie	Aye
Vice-Chairman Mitchell Cypress	Aye
Council Representative David R. Cypress.....	Aye
Council Representative Jack Smith, Jr.....	Not present
Council Representative Max B. Osceola, Jr. ...	Aye

OR BK 31205 PG 0648

RE: MUNICIPAL SERVICE PROVIDER AGREEMENT BETWEEN THE SEMINOLE TRIBE OF FLORIDA AND THE CITY OF COCONUT CREEK

Resolution No. C-42-00

Page 5

DONE THIS THE 10th DAY OF September, 1999, at the regular meeting of the Tribal Council, duly convened at Hollywood, Florida, with a quorum being present by a vote of 4 for, 0 against, with 0 abstentions. Jack Smith, Jr. not present.

Chairman
TRIBAL COUNCIL

ATTEST:

Secretary/Treasurer
TRIBAL COUNCIL

MSPACocoCreek

OR BK 31205 PG 0649

MUNICIPAL SERVICE PROVIDER AGREEMENT

THIS AGREEMENT made and entered into this 10th day of September 1999 by and between the **CITY OF COCONUT CREEK**, a municipal corporation of the State of Florida (the "City") and the **SEMINOLE TRIBE OF FLORIDA**, a federally-recognized Indian tribe organized pursuant to Section 16 of the Indian Reorganization Act of 1934 (the "Seminole Tribe").

WHEREAS, the Seminole Tribe on September 27, 1982 obtained fee simple title to a tract of land containing approximately 4.886 acres (the "Property") which is surrounded by the City of Coconut Creek (a legal description of the Property is attached hereto as Exhibit A); and

WHEREAS, on February 25, 1983, the Seminole Tribe conveyed title to the Property to the United States in trust for the benefit of the Seminole Tribe (attached hereto as Exhibit B); and

WHEREAS, on or about July 25, 1985, the Eastern Area Director of the Bureau of Indian Affairs, Department of Interior, accepted the Seminole Tribe's conveyance of the Property to the United States in trust for the benefit of the Seminole Tribe (attached hereto as Exhibit C); and

WHEREAS, the Tribal Council, as the Seminole Tribe's governing body, has determined that the development of a gaming facility on the Property, is in the best interests of the Seminole Tribe and its members, and will promote the economic development of the Seminole Tribe necessary to establish and maintain a strong tribal government; and

WHEREAS, the Seminole Tribe has notified the City that the Seminole Tribe intends to develop the Property according to the Site Plan attached hereto as Exhibit D.

NOW IN CONSIDERATION of the mutual promises hereinafter set forth and for other

 Exhibit A

OR BK 31205 PG 0582

good and valuable consideration the adequacy and receipt of which the parties hereby acknowledge, the City and the Seminole Tribe hereby agree as follows:

Section 1. ***Services provided by the City.***

Section 1.1. ***Water & Wastewater Services.*** The City hereby agrees to supply water and wastewater services to the Property, and the Seminole Tribe agrees to accept the provision of such water and wastewater services to the Property, pursuant to the City of Coconut Creek Water and Wastewater Agreement by and between the City and the Seminole Tribe and the Addendum thereto, collectively and hereinafter referred to as the "Water and Wastewater Agreement" (executed copies of which are attached hereto as Exhibit E, and are expressly incorporated herein by reference); provided, however, that the rate charged for such water and wastewater services shall be the same as that charged to other out-of-city residents, which is 125% of the rate charged City of Coconut Creek residents. Water and wastewater services shall be provided to the Property until the Seminole Tribe, by Seminole Tribal Council Resolution, gives the City one year's notice of its intent to terminate the Water and Wastewater Agreement. If the Seminole Tribe terminates the Water and Wastewater Agreement the Seminole Tribe hereby agrees that it shall not obtain water and wastewater service from third parties and the Seminole Tribe shall only provide water and wastewater service to lands held in trust for the benefit of the Seminole Tribe by the United States of America. If any payment required under Section 1.1 or Section 3 is not received by the 15th day after the monthly payment date for which such payment is due the City has the right to terminate water and wastewater service to the Property for so long as the payment remains due and unpaid. Upon receipt by the City of payment, the terminated water and wastewater service shall be restored within three hours. Notwithstanding any term or provision of this Agreement to the contrary, the City shall only have just cause to terminate providing water

OR BK 31205 PG 0583

and wastewater service to the Property in the event that the Seminole Tribe fails to make any payments required to be made pursuant to Section 1.1 or Section 3 hereof as such payments are required to be made or the herein Agreement is declared to be null and void by the Secretary of the Interior and a state or federal court of competent jurisdiction. In the event that a state or federal court of competent jurisdiction determines that the City lacked just cause for any termination of water and wastewater service to the Property, the City shall be liable for any damages the Seminole Tribe sustains as a result of such termination of water and wastewater service to the Property by the City. In the event there is a conflict between the terms of this Municipal Service Provider Agreement and the terms of the Water and Wastewater Agreement, the Municipal Service Provider Agreement shall control.

Section 1.2. ***Fire, Fire Rescue and Emergency Medical Services.*** The City shall provide to the Property fire services, fire rescue services and emergency medical services, equal to, and to the same extent, as those services are provided to commercial establishments located within the City's municipal limits. It is the express intent of the parties that fire services, fire rescue services, emergency medical services and fees therefor shall be equal to and shall not be more than nor less than those services or fees as provided other commercial establishments.

Section 1.3. ***Police Services.*** The parties acknowledge and agree that the Seminole Tribe shall exercise ~~exclusive~~ jurisdiction over the Property, and that the City shall not be responsible for the provision of any police services to the Property. The parties hereby acknowledge that no mutual aid agreement shall be entered into by and between the parties. If requested by the Seminole Tribe, detail work by the City's Public Safety Department shall be restricted to land areas contiguous to the Property and shall not be provided to the Property itself. Said detail

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work shall be provided only upon the discretion of Coconut Creek in writing on a weekly basis and shall be explicitly approved by the Coconut Creek City Manager or its designee prior to any details being provided; provided, however, that the Seminole Tribe shall reimburse the City for the costs and expenses which the City incurs in providing such approved detail work at the same rate as charged to others in the City pursuant to City Ordinance. The Seminole Tribe shall give the City written notice of the need for detail work and the right of first refusal to provide detail work. Nothing herein is intended to absolve the City of its obligation to provide full police services to any other and all other lands located within the municipal limits of the City which the Seminole Tribe owns or has a beneficial interest in, except for lands which the United States holds in trust for the benefit of the Seminole Tribe.

Section 1.4. ***Garbage, Recycling and Construction and Demolition Debris.*** The Seminole Tribe warrants and represents that any and all garbage, recycling, and construction and debris requirements for the Property and any other parcels of real property within the boundaries of the City which are owned by the Seminole Tribe or any instrumentality or affiliate thereof shall be undertaken exclusively by the then current City of Coconut Creek franchisee holder(s), and by no other person, firm or corporation, including, without limitation, the Seminole Tribe or any instrumentality or affiliate thereof. The Seminole Tribe further warrants and represents that it shall enter into an agreement(s), with Coconut Creek's franchise holder(s) for this purpose. Notwithstanding the generality of the foregoing, any contract between the Seminole Tribe and Coconut Creek's franchise holder(s) shall be upon substantially the same terms as contracts between such franchise holder(s) and other commercial ventures within the boundaries of Coconut Creek on the day the Seminole Tribe enters into such contracts. The term of any such

OR BK 31205 PG 0585

agreement(s) shall be limited to that period of time concurrent with the franchise granted by Coconut Creek and shall not be for any period of time that exceeds the term of the franchise granted by Coconut Creek.

Section 2. ***Construction and Operation of Improvements on the Property.***

Section 2.1. ***Compliance with South Florida Building Code.*** Notwithstanding any term or provision of this Agreement to the contrary, the Seminole Tribe agrees and affirms that any and all improvements and buildings constructed on the Property shall be constructed in compliance with the South Florida Building Code, Broward County Edition, as amended or superseded at the time of construction of any improvements and buildings to the Property. The Seminole Tribe shall provide and deliver to the City as built plans and a certificate with an engineer's seal that all the improvements and buildings comply with the South Florida Building Code, Broward County Edition, as amended or superseded at the time of construction of any improvements and buildings to the Property. Nothing in this Section is intended nor shall be construed as the Seminole Tribe granting or consenting to any jurisdiction of the State of Florida, any political subdivision, or local government thereof over the development, construction, management or operation of the Property.

Section 2.2. ***Drainage.*** The Seminole Tribe shall deliver to the City documentation regarding (i) Work Plan Amendments under the Water Rights Compact among the South Florida Water Management District, the State of Florida and the Seminole Tribe of Florida (the "SFWMD Compact"), and (ii) permits from the United States Army Corps of Engineers. The parties agree that said documentation evidences compliance with Coconut Creek's drainage

OR BK 31205 PG 0586

standards and criteria. Such documentation shall be supplied to the City prior to any construction of buildings and other improvements on the Property.

Section 2.3. ***Easements***. The Seminole Tribe shall deliver to the City, in a form satisfactory to the City and recordable in the public records of Broward County, any and all easements which may be necessary or required by the South Florida Water Management District under the SFWMD Compact, or by the United States Army Corps of Engineers under applicable law; provided, however, that nothing contained herein shall be interpreted to require the Seminole Tribe to convey, or attempt to convey, any interest in any real property which the United States holds in trust for the benefit of the Seminole Tribe without the prior written consent of the Secretary of the Interior, or his representative. The Seminole Tribe shall seek to secure the Secretary of the Interior's approval, or his designated representative, of any easements granted hereunder. In the event approval of the Secretary of the Interior is not obtained, the current easement shall remain in full force and effect, as described in the Right-of-Way Grant for Drainage Easement for Tract 65 attached as Exhibit F.

The Seminole Tribe shall deliver to Coconut Creek, in a form satisfactory to Coconut Creek and recordable in the public records of Broward County, any and all easements that may be necessary to accommodate the Property, and all land area that is proposed to be used in conjunction with said Property. In this regard, Coconut Creek, upon the recordation of such easements, shall vacate any and all existing easements as may be necessary to carry out the intent of this paragraph. Coconut Creek shall sign and deliver a letter to the Seminole Tribe immediately upon the City determining that all easement requirements have been satisfied notifying the Seminole Tribe that all easement requirements have been fulfilled. The Seminole

OR BK 31205 PG 0587

Tribe shall seek to secure the Secretary of the Interior's approval, or his designated representative, of any easements granted hereunder. In the event approval of the Secretary of the Interior is not obtained, the current easement shall remain in full force and effect, as described in the Right-of-Way Grant for Drainage Easement for Tract 65 attached as Exhibit F.

Section 2.4. ***Electric Vehicles***. The Seminole Tribe agrees, at no cost to the City, to integrate the use of electric vehicles into any proposed customer bus and shuttle service to and from the Property. The Seminole Tribe also agrees to provide for charging infrastructure to accommodate a minimum of eight (8) vehicles, including buses, available to the general public for a reasonable fee, upon development of the Property.

Section 2.5. ***Busing and Bus Routes***. The Seminole Tribe agrees that the use by the Seminole Tribe of all Seminole busing within the municipal limits of the City of Coconut Creek to and from the Property shall be limited to and restricted to mutually agreed upon bus routes that shall be explicitly approved in writing by the City of Coconut Creek's City Manager or his designee prior to implementation and prior to any subsequent changes. This is a continuing obligation as between the parties.

Section 2.6. ***Insurance***. The Seminole Tribe warrants and represents that prior to the commencement of construction on the Property, the Seminole Tribe shall purchase and have in full force and effect at all times during the terms of this Agreement an insurance policy with an insurance company having an A.M. Best A rating or better, having general liability limits not less than Ten Million and No/100 Dollars ($10,000,000.00) per occurrence. The minimum limits of insurance coverage shall be increased every five years by the total of all Consumer Price Index

OR BK 31205 PG 0588

increases, U.S. Department of Labor, All Urban Consumers, Miami/Ft. Lauderdale area, for the prior five years, which shall be calculated according to Exhibit G. The insurance policy shall name the City of Coconut Creek as an additional insured. The insurance policy shall contain an endorsement that the insurance company will only plead the defense or affirmative defense of sovereign immunity with respect to any potential liability in excess of the limits of the insurance coverage available and/or to the extent that there is no insurance coverage under the policy when defending any state or federal civil court proceeding on its own behalf, or on behalf of the Seminole Tribe, or on behalf of any of its named insureds against any claim for personal injury, wrongful death, or property damage. A true and correct copy of the insurance policy, and any and all renewals, endorsements, amendments and replacements shall be supplied upon issuance to the City directly by the insurance company in certified form.

Section 3. ***Contributions.***

Section 3.1. ***Annual Tribal Contribution.*** In consideration of the promises and covenants contained herein and the City's performance thereof, and to assist the City in defraying the municipal impacts, including effects upon quality of life and community values, costs and expenses which the City will incur as a result of the Seminole Tribe's development and operation of the Property, the Seminole Tribe, in addition to payments made pursuant to Section 1 of this Agreement, shall make an annual contribution to the City for so long as gaming, as defined by 25 U.S.C. §2703 (7) and (8), as amended or superseded, is conducted at the Property.

For the first twelve months of the operation of the Property for the conduct of gaming the Seminole Tribe shall pay the City $1,000,000.00, payable in twelve equal monthly installments,

OR BK 31205 PG 0589

with the first payment due on the date of the opening of the Property for the conduct of gaming ("payment date"). For the second twelve months of operation of the Property for the conduct of gaming the Tribal Contribution shall be $1,100,000.00, payable in twelve equal monthly installments commencing on the first anniversary of the payment date. For the third twelve months of the operation of the Property for the conduct of gaming the Tribal Contribution shall be $1,200,000.00, payable in twelve equal monthly installments commencing on the second anniversary of the payment date. For the fourth twelve months of the operation of the Property for the conduct of gaming the Tribal Contribution shall be $1,300,000.00, payable in twelve equal monthly installments commencing on the third anniversary of the payment date. For the fifth twelve months of the operation of the Property for the conduct of gaming the Tribal Contribution shall be $1,400,000.00, payable in twelve equal monthly installments commencing on the fourth anniversary of the payment date. For the sixth twelve months of the operation of the Property for the conduct of gaming the Tribal Contribution shall be $1,500,000.00, payable in twelve equal monthly installments commencing on the fifth anniversary of the payment date.

If at any time Class III Gaming, as defined by 25 U.S.C. §2703 (7) and (8), as amended or superseded, or as defined by a State of Florida Compact with the Seminole Tribe of Florida, or as authorized by federal regulation, is authorized for the Property and approved for the Property by Seminole Tribal Council Resolution, the Tribal Contribution shall on the date of said Resolution become $2,000,000.00, payable annually, in twelve equal monthly installments on the date of authorization or approval ("Class III payment date"), unless the annual Tribal Contribution already exceeds $2,000,000.00 and in that event the Tribal Contribution shall continue at the higher rate. Twelve months after the annual payment is raised to either $1,500,000.00 or

OR BK 31205 PG 0590

$2,000,000.00 or such other amount as is being paid at the date of Class III authorization and approval for the Property by Seminole Tribal Council Resolution, it shall be adjusted annually based on the then current Consumer Price Index, U.S. Department of Labor, all Urban Consumers, Miami/Fort Lauderdale area ("CPI") which shall be calculated according to Exhibit G.

Each monthly payment is due on the monthly anniversary of the payment date of each month ("monthly payment date") thereafter for so long as the Property is open for the conduct of gaming. All payments shall be mailed or delivered to the City of Coconut Creek Finance and Administrative Services Department. Any payment not received by the 5th day after the monthly payment date, for which such payment is due, shall be assessed a late fee in an amount equal to one percent (1%) of the amount due. If any payment is not received by the 15th day after the monthly payment date, for which such payment is due, the City shall have the right to terminate water and wastewater service to the Property for so long as the payment remains due and unpaid.

If the Seminole Tribe adds a second or more stories to the gaming facility as described on the site plan, attached as Exhibit D, for economic development purposes which does not include gaming, the Seminole Tribe shall make an annual payment to the City in an amount equal to the sum of the (i) utility fee, (ii) franchise fee, and (iii) the City ad valorem assessment which would have been assessed against such additional stories, as improved. Payment shall be made in the same manner as Tribal Contribution payments.

If the Seminole Tribe expands or exceeds the square footage of the gaming facility as described on the site plan, attached as Exhibit D, beyond 87,000 square feet for the conduct of

OR BK 31205 PG 0591

gaming, the Seminole Tribe shall pay annually $17.00 per square foot used for additional gaming, for the additional square footage beyond the initial 87,000 square feet, and once Class III gaming as defined by 25 U.S.C. Section 2703 (7) and (8), as amended or superseded, or by State of Florida Compact with the Seminole Tribe, or as authorized by federal regulation, and the same is then approved by Seminole Tribal Council Resolution for the Property, the Seminole Tribe shall pay annually $23.00 per square foot used for additional gaming, for the additional square footage beyond the initial 87,000 square feet. Twelve months after the Annual Tribal Contribution is raised to either $1,500,000.00 or $2,000,000.00 or such other amount as is being paid at the date of Class III authorization and approval for the Property by Seminole Tribal Council Resolution, the herein payment for additional square footage for the conduct of gaming shall be adjusted annually based on the then current Consumer Price Index, U.S. Department of Labor, All Urban Consumers, Miami/Fort Lauderdale area ("CPI") which shall be calculated in accordance with Exhibit G. The conduct of gaming in any portion of a room constitutes an entire room of total gaming square footage for purposes of measurement of gaming square footage. Payment shall be made in the same manner as Tribal Contribution payments.

Section 3.2. ***Additional Trust Lands for Gaming Purposes.*** In the event that the United States acquires title to additional real property within the boundaries of the City of Coconut Creek in trust for the benefit of the Seminole Tribe for the purpose of gaming or the Seminole Tribe has a Compact with the State of Florida permitting additional land for gaming in Coconut Creek, the Seminole Tribe shall in further consideration of the promises and covenants contained herein and the City's performance thereof, to the extent they would relate to future trust lands, and to assist the City in defraying the municipal impacts, including effects upon quality of life

OR BK 31205 PG 0592

and community values, costs and expenses which the City would incur as a result of the Seminole Tribe's development and operation of the Property, make the following payments which shall be in addition to any payments provided for in Section 1 and Section 3.1 of this Agreement:

An annual payment to the City in an amount equal to the sum of the (i) utility fee, (ii) franchise fee, and (iii) the City ad valorem assessment which would have been assessed against such additional trust property, as improved, as if the title to the additional trust property were not held in trust for the benefit of the Seminole Tribe by the United States; and

An additional annual payment in the amount of $17.00 per square foot of the gaming facility used for additional gaming, which shall become $23.00 per square foot of the gaming facility used for additional gaming once Class III gaming as defined in Section 3.1 of this Agreement is authorized and approved for the additional lands by Seminole Tribal Council Resolution. Twelve months after the Annual Tribal Contribution is raised to either $1,500,000.00 or $2,000,000.00 or such other amount as is being paid at the date of Class III authorization and approval for the Property by Seminole Tribal Council Resolution, the herein payment for additional square footage for the conduct of gaming shall be adjusted annually based on the then current Consumer Price Index, U.S. Department of Labor, All Urban Consumers, Miami/Fort Lauderdale area ("CPI") which shall be calculated in accordance with Exhibit G. The conduct of gaming in any portion of a room constitutes an entire room of total gaming square footage for purposes of measurement of gaming square footage. Payments shall be made in the same manner as Tribal Contribution payments.

In addition to the payments above, should additional lands be brought into trust for gaming purposes, the Seminole Tribe shall negotiate in good faith with the City of Coconut

OR BK 31205 PG 0593

Creek for a gift of land to the City from the Seminole Tribe ("gift land"). This gift land shall be a minimum five acre parcel located as mutually agreed upon within the City of Coconut Creek. The gift land shall be used for a public park or other public facility which use shall be approved in writing by the Seminole Tribe.

The Seminole Tribe shall provide the City of Coconut Creek with reasonable notice, in writing, of requests seeking trust status for additional lands for gaming in the City of Coconut Creek. Nothing herein shall be construed as approval by or support of the City of Coconut Creek for future requests to take land into trust within the City of Coconut Creek on behalf of the Seminole Tribe. The City of Coconut Creek reserves its right to object to and comment upon any such trust requests or to participate fully in the review of such requests pursuant to any rights of the City under 25 U.S.C. Section 2719 (b) to participate in trust requests for gaming purposes, or any rights of the City pursuant to the Indian Gaming Regulatory Act, 25 U.S.C. 2701 et seq. and the Indian Reorganization Act of 1934, 25 U.S.C. 465.

Section 3.3. ***Additional Trust Lands for Governmental or Economic Development Purposes.*** In the event that the United States acquires title to additional real property within the boundaries of the City of Coconut Creek in trust for the benefit of the Seminole Tribe for governmental or economic development purposes the Seminole Tribe shall in further consideration of the promises and covenants contained herein and the City's performance thereof, to the extent they would relate to future trust lands, and to assist the City in defraying the municipal impacts, including effects upon quality of life and community values, costs and expenses which the City would incur as a result of the Seminole Tribe's development and operation of the Property, make an annual payment to the City in an amount equal to the sum of the (i) utility fee, (ii) franchise fee, and (iii) the City ad valorem assessment which would have

OR BK 31205 PG 0594

been assessed against such additional trust property, as improved, as if the title to the additional trust property were not held in trust for the benefit of the Seminole Tribe by the United States. Payment shall be made in the same manner as Tribal Contribution payments. This payment shall be in addition to payments provided for in Section 1, Section 3.1 and Section 3.2.

Section 3.4. ***Compliance with South Florida Building Code for Additional Trust Lands.*** Any and all improvements and buildings constructed on additional trust lands in the City of Coconut Creek shall be constructed in compliance with the South Florida Building Code, Broward County Edition, as amended or superseded at the time of construction of any improvements and buildings to the additional trust lands. The Seminole Tribe shall submit site plans for any proposed development on these additional trust lands for the City's review and comment ninety days prior to commencement of construction. The Seminole Tribe agrees to provide and deliver to the City the building plans and as built plans with a certificate with an engineer's seal that all the improvements and buildings comply with the South Florida Building Code, Broward County Edition, as amended or superseded at the time of construction of any improvements and buildings to the additional trust lands. Nothing in this Section is intended nor shall be construed as the Seminole Tribe granting or consenting to any jurisdiction of the State of Florida, any political subdivision, or any local government thereof over the development, construction, management or operation of such additional trust lands.

Section 3.5. ***Pro-Rata Payments.*** Any monthly payment(s) contemplated under Section 3 shall be pro-rated where appropriate.

Section 3.6. ***Valuation of Improvements.*** For the valuation contemplated in Sections 3.1, 3.2 and 3.3 the Seminole Tribe and the City shall each retain Member of Appraisal Institute

OR BK 31205 PG 0595

(M.A.I.) Certified Appraisers to value the improvements. Should the valuation of the improvements as determined by each appraiser differ by more than ten per cent the Seminole Tribe and the City shall retain a third appraiser, selected by the Appraisers previously retained by the Seminole Tribe and the City, whose valuation of the improvements shall be final and binding upon both parties. If the difference between the appraisals is ten percent or less, the valuation used shall be the midpoint of the difference.

Section 4. ***Miscellaneous.***

Section 4.1. ***Waiver of Sovereign Immunity.*** The Seminole Tribe hereby expressly agrees to and does hereby acknowledge a limited waiver of its immunity, and any such immunity of its agents, including any management company, consultant, developer, or any other entity that the Seminole Tribe has entered into an agreement with pursuant to Section 4.5, from unconsented suit as set forth in this Section 4.1, brought by the City solely and exclusively for the benefit of the City, solely for the purposes of the City enforcing any or all of the terms and conditions of this Agreement and the Water and Wastewater Agreement referenced in Section 1.1 herein. For this purpose, the Seminole Tribe agrees to submit to the jurisdiction of the Seventeenth Circuit Court in and for Broward County or the U.S. District Court for the Southern District of Florida where applicable (as well as all applicable appellate courts) and agrees that the venue for any lawsuit shall be restricted to the Seventeenth Circuit Court in Broward County, Florida or the U.S. District Court for the Southern District of Florida where applicable (as well as all applicable appellate courts). The parties specifically agree that said Circuit or District Court shall have jurisdiction to enter final judgments that shall include, but not be limited to, injunctive relief of any type, declaratory judgment, specific performance, and the awarding of monetary damages which shall be binding and enforceable upon the Seminole Tribe. The Seminole Tribe hereby

OR BK 31205 PG 0596

expressly agrees not to plead in any legal proceeding or use the defense or affirmative defenses of immunity in any legal proceeding brought by the City to enforce the terms and conditions of this Agreement. The Seminole Tribe and the City agree that exhaustion of administrative remedies, including but not limited to any tribal court, shall not be required prior to proceeding with state or federal court action under this Section.

Notwithstanding the generality of the foregoing, as an absolute condition to any action by the City against the Seminole Tribe to enforce the terms and conditions of this Agreement, the City, as a condition of this waiver shall, prior to initiating suit, provide the Seminole Tribe with (a) written notice identifying (i) the acts or omissions which allegedly constitute a breach of this Agreement, and (ii) the actions required to cure such alleged breach of this Agreement, and (b) a thirty (30) day opportunity to cure the alleged breach of this Agreement.

Notwithstanding any term or provision of this Agreement to the contrary, the parties acknowledge that the only tribal assets, including property (other than real property) and funds, which shall be available to satisfy any enforcement proceedings or judgment entered against the Seminole Tribe in connection with this Agreement shall be limited to that portion of the assets located on the Property and including any assets located on such additional trust lands devoted to gaming in Coconut Creek as defined in Section 3.2.

JBK 4/19/00

5/11/00

Section 4.2. ***Notices.*** All notices or other communications provided for by this Agreement shall be made in writing and shall be deemed properly delivered by the mailing of such notices to the parties entitled thereto, via certified mail, return receipt requested, postage prepaid to the parties at the following addresses (or to such other addresses designated in writing by one party to the other):

OR BK 31205 PG 0597

Seminole Tribe

Chairman
Seminole Tribe of Florida
6300 Stirling Road
Hollywood, FL 33024

Coconut Creek

Mayor
City of Coconut Creek
4800 West Copans Road
Coconut Creek, FL 33063

With copy to:

City Manager
City of Coconut Creek
4800 West Copans Road
Coconut Creek, FL 33063

With copy to:

General Counsel
Seminole Tribe of Florida
6300 Stirling Road
Hollywood, FL 33024

With copy to:

City Attorney
City of Coconut Creek
4800 West Copans Road
Coconut Creek, FL 33063

Section 4.3. ***Waivers.*** A waiver of any breach of any provision of this Agreement shall not constitute or operate as a waiver of any other breach of such provision or of any other provisions, nor shall any failure to enforce any provision hereof operate as a waiver of such provision or of any other provisions.

Section 4.4. ***Negotiations and Drafting.*** This Agreement has been negotiated and drafted by all parties hereto and shall not be more strictly construed against any party because of such parties' preparation of this Agreement. All parties to this Agreement have been represented by their respective counsel. The parties hereto acknowledge having read this Agreement and discussed the terms of this Agreement with their respective counsel and that the approval and execution of this Agreement has been made freely and voluntarily with full knowledge of its legal effect. In the event it becomes necessary for any reason to construe this Agreement as

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permitted by the rules of evidence of the appropriate court, this Agreement will be construed as being jointly prepared and drafted by all parties hereto.

Section 4.5. ***Survivability and Assignment.*** All of the terms, conditions, provisions, and representations contained in this Municipal Service Provider Agreement shall survive and transcend the execution of this Agreement. The City of Coconut Creek and the Seminole Tribe hereby agree to abide by the terms of this Agreement. The Seminole Tribe further agrees that it shall secure from any management company, consultant, developer or any other entity that works or contracts with the Seminole Tribe in the development and operation of the Property a written and signed agreement to abide by the terms and conditions of this Agreement. Any failure of the Seminole Tribe to comply with the herein paragraph shall constitute a breach of this Municipal Service Provider Agreement. A copy of the Seminole Tribe's agreement with any management company, consultant, developer or any other entity to abide by the terms of the Municipal Service Provider Agreement shall be delivered to the City of Coconut Creek by the Seminole Tribe upon execution. This Agreement between the Seminole Tribe and any management company, consultant, developer or any other entity to abide by the Municipal Service Provider Agreement shall be binding upon any and all successors and assigns of any management company, consultant, developer or any other entity.

Section 4.6. ***Total Agreement and Amendments.*** The herein Agreement including all exhibits referenced therein constitutes and contains the entire agreement as between the parties. There are no representations, premises or undertakings between the parties other than expressly set forth herein. The parties agree that no amendments or modifications of any of the terms of this Agreement shall be valid unless in writing and executed with the same formalities as this Agreement.

OR BK 31205 PG 0599

Section 4.7. ***Execution.*** This Agreement shall be executed in quadruple and each such executed Agreement shall be deemed to be an original.

Section 4.8. ***Severability.*** Should any part, term or provision of this Agreement, with the exception of Sections 3.1, 3.2, 3.3 or 4.1, or any document required herein to be executed, be declared invalid, void or unenforceable, by the Secretary and a state or federal court of competent jurisdiction, all remaining parts, terms and provisions thereof shall remain in full force and effect and shall in no way be invalidated, impaired or affected thereby. In the event that the Secretary and a state or federal court of competent jurisdiction declares Sections 3.1, 3.2, 3.3 or 4.1, invalid, void or unenforceable, this Agreement shall be null and void as of the date of such determination. Any payments made under Sections 3.1, 3.2 or 3.3 prior to the date of such determination shall not be recoverable. In the event a determination is rendered that Sections 3.1, 3.2, 3.3 or 4.1 of the Agreement are void, unenforceable or invalid or cannot receive approval, the parties may by mutual agreement in writing keep this Agreement in full force and effect.

Section 4.9. ***Term.*** This Agreement shall become effective upon the earlier of either the date of approval of this Agreement by the Secretary of the Interior, the date of the decision by the Secretary that no approval is necessary or the opening of the Property for the conduct of gaming. The Seminole Tribe shall undertake reasonable efforts to secure said approval. This Agreement's terms and conditions shall remain in full force and effect for so long as the Property is open for the conduct of gaming. The Seminole Tribe shall have the right to extend this Agreement's effectiveness during periods of no gaming by Seminole Tribal Council Resolution setting out the time period that no gaming will occur on the Property. Such Resolution shall temporarily suspend the requirement for payments under Section 3 for so long as no gaming is

OR BK 31205 PG 0600

conducted on the Property. The Seminole Tribe shall have the right by Seminole Tribal Council Resolution to reduce the class of gaming on the Property from Class III to Class II, in said event the Annual Tribal Contribution under Section 3 shall be calculated based upon that Class II payment which would have existed if only Class II had continued to exist on the Property. The Seminole Tribe shall have the right to terminate this Agreement by Seminole Tribal Council Resolution stating that all gaming on the Property will cease as provided in said Resolution. Notwithstanding anything in the above to the contrary, in the event gaming recommences on the Property all the terms and conditions of this Agreement shall again be in full force and effect. Notwithstanding the commencement of the term of this Agreement upon approval by the Secretary or the decision of the Secretary that no approval is necessary, the first payment due of the Tribal Contribution shall not be due and payable until the date the Property is open for the conduct of gaming.

Section 4.10. ***Defense.*** In the event litigation, arising as to the validity and enforceability of this Agreement or the Seminole Tribe's development of the Property, is brought by a third party naming the City as a defendant, the Seminole Tribe shall, at the written request of the City, provide and direct a defense through all trial court and appellate court levels for the benefit of the City at no cost to the City.

Section 4.11. ***Titles to Paragraphs.*** The title of each paragraph in this Agreement is for purposes of clarity and ease of reading only.

Section 4.12. ***Prevailing Party.*** The non-prevailing party shall be liable to the prevailing party for all costs, expenses, attorneys' fees and damages at the trial and appellate level, up to and including the U.S. Supreme Court, which may be incurred or sustained by the prevailing party by reason of the non-prevailing party's breach of any of the provisions of this Agreement.

OR BK 31205 PG 0601

Section 4.13. ***Authorization.*** The Tribe and the City represent and warrant that each has the full power and authority to execute this Agreement and perform its obligations in accordance with the terms and conditions hereof, and that the representatives executing this Agreement on behalf of each party are duly and fully authorized to so execute and deliver this Agreement.

1. The Tribe has authorized its officers to execute this Agreement by the adoption of Resolution No. C4200 adopted September 10, 1999, a copy of which is attached hereto as Exhibit H.

2. The City has authorized its officers to execute this Agreement by the adoption of Resolution No. 99-141 adopted August 12, 1999, a copy of which is attached hereto as Exhibit I.

Section 4.14. ***Best Efforts.*** The parties agree that they shall devote their best efforts to the fulfillment of their respective duties and obligations hereunder in accordance with the provisions of this Agreement.

Section 4.15. ***Law to Govern.*** This Agreement shall be governed by the laws of the United States of America, as applicable.

Section 4.17. ***Date of Signing.*** This Municipal Service Provider Agreement shall be null and void if not executed and delivered by both parties on or by the 10th day of September, 1999.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their authorized representatives and delivered as of the day and year first above written.

OR BK 31205 PG 0602

SEMINOLE TRIBE OF FLORIDA:

BY: _____ *Date:* September 10, 1999

James E. Billie, as its Chairman
of the Tribal Council

Attest: _____
Priscilla D. Sayen, Secretary/Treasurer

THE CITY OF COCONUT CREEK, FLORIDA

BY: _____ *Date:* _____

John Kelly, City Manager

Attest: _____
Barbara S. Price, CMC
City Clerk

Approved as to legal form:

BY: _____
Paul S. Stuart, City Attorney

I:\Client Documents\SEMINOLE\5940\MISC\Final MSA.doc

OR BK 31205 PG 0603

EXHIBIT "A"

TRACT 65

TRACT 65, BLOCK 89, "PALM BEACH FARMS COMPANY PLAT NO. 3", according to the plat thereof, as recorded in Plat Book 2, at Pages 45 thru 54 of the Public Records of Palm Beach County, Florida (as shown on the plat of "Commerce Center of Coconut Creek", according to the plat thereof as recorded in Plat Book 131 at Page 30 of the Public Records of Broward County, Florida). Less the North 15.00 feet thereof. Lying and being in Section 18, Township 48 South, Range 42 East.

I:\Client Documents\SEMINOLE\5940\MISC\MSA Exhibit A.doc

FILE COPY

~~83-253567~~ 85-321477

BUREAU OF INDIAN AFFAIRS, WASH, D. C.
Deed Volume 209 Page 217

WARRANTY DEED

This Indenture, made this 25th day of February, A.D. 1983 Between The Seminole Tribe of Florida, an organized Tribe existing under the laws of the United States pursuant to Section 16 of the Act of June 18, 1934 as amended, having its principal place of business at 6073 Stirling Road, Hollywood, Florida, party of the first part, and The United States of America in Trust for the Seminole Tribe of Florida, c/o Department of the Interior, Washington 25, D.C., party of the second part Witnesseth:

That the said party of the first part, for an in consideration of the sum of ten dollars, to it in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged has granted, bargained and sold to the said party of the second part and its assigns forever the following described land situate, lying and being in the County of Broward and State of Florida, to-wit:

'83 AUG 9 PM 3:39

'85 SEP 27 PM 4:37

OFF REC 12854 PAGE 592

OFF REC 11053 PG 829

Tract 65, Block 89, of the PALM BEACH FARMS CO. PLAT NO. 3, as recorded in Plat Book 2, Pages 45 through 54 inclusive, Public Reocrds of Palm Beach County, Florida, LESS the North 15.00 feet thereof;

Said lands situate, lying and being in Section 18, Township 48 South, Range 42 East, City of Coconut Creek, Broward County, Florida;

Containing 4.886 acres, more or less.

Has been paid in Broward County for Documentary Stamp Tax as required by law. Deputy

And the said party of the first part does hereby fully warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever.

WILL CALL DSB
CHICAGO TITLE INSURANCE CO.

EXHIBIT "B"

BUREAU OF INDIAN AFFAIRS, WASH., D. C.
Deed Volume 209 Page 288

Warranty Deed
PALM BEACH FARMS CO. PLAT NO. 3

In Witness Whereof, the said party of the first part has caused these presents to be signed in its name by its proper officers, and its tribal seal to be affixed, attested by its secretary, the day and year written above.

SEMINOLE TRIBE OF FLORIDA

James E. Billie
Chairman

ATTEST:

Priscilla Sayen
Secretary/Treasurer

Signed, sealed and delivered in presence of us:

State of Florida)
)
County of Broward)

I hereby certify that on this 25th day of February A.D. 1983, before me personally appeared James E. Billie and Priscilla Sayen, Chairman and Secretary respectively of the Seminole Tribe of Florida, an organized Tribe, existing under the laws of the United States pursuant to §16 of the Act of June 18, 1934, as amended, to me known to be the persons who signed the foregoing instrument as such officers and severally acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned and that they affixed thereto the official seal of said Tribe and that the said instrument is the act and deed of said Tribe.

Witness my signature and official seal in the County of Broward and State of Florida this day and year last aforesaid.
My commission expires:

Notary Public, State of Florida

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES JUNE 27 1984
BONDED THRU GENERAL INS., UNDERWRITERS

This instrument prepared by
Jim Shore, General Counsel
Seminole Tribe of Florida
6073 Stirling Road
Hollywood, Florida 33024

RECORDED IN THE OFFICIAL RECORDS BOOK OF BROWARD COUNTY, FLORIDA
F. T. JOHNSON
COUNTY ADMINISTRATOR

RECORDED IN THE OFFICIAL RECORDS BOOK OF BROWARD COUNTY, FLORIDA
F. T. JOHNSON
COUNTY ADMINISTRATOR

OFF REC 12854 PAGE 593

OFF REC 11053 PG 830

OR BK 31205 PG 0606

BUREAU OF INDIAN AFFAIRS, WASH., D. C.
Deed Volume 3001 Page 227

AFFIDAVIT

I, Bill D. Ott, having been duly sworn, and upon my oath, state:

1. I am the Area Director, Eastern Area Office of the Bureau of Indian Affairs, an agency of the United States Department of the Interior.

2. By memorandum dated May 13, 1983 from the Acting Assistant Secretary - Indian Affairs, the Area Director was authorized to accept on behalf of the United States a conveyance of certain real estate in Broward County, Florida, to be held in trust for the Seminole Tribe of Florida. A copy of the memorandum of authority is attached as Exhibit A.

3. The land which I have been authorized to accept, and do hereby accept on behalf of the United States, is:

> Tract 65, Block 89, of THE PALM BEACH FARMS CO. PLAT NO. 3, as recorded in Plat Book 2, Pages 45 through 54 inclusive, Public Records of Palm Beach County, Florida, LESS the North 15.00 feet thereof;
>
> said lands situate, lying, and being in Section 18, Township 48 South, Range 42 East, City of Coconut Creek, Broward County, Florida.

FURTHER, The Affiant Sayeth Not.

Bill D. Ott
Area Director, Eastern Area, BIA

OFF. REC. 12854 PAGE 594

Subscribed and Sworn to before me this 25th day of July 1985. 1985, by Bill D. Ott.

Angel M. Guay
Notary Public

My Commission Expires May 23, 1988

BUREAU OF INDIAN AFFAIRS, WASH., D. C.
Received for record the 14 day of April 1986 at 8:14 o'clock A.M. and recorded
Deed Volume 209 Pages 285-290
Dayne Sumetzhuber Recorder

EXHIBIT "C"

United States Department of the Interior

OFFICE OF THE SECRETARY
WASHINGTON, D.C. 20240

BUREAU OF INDIAN AFFAIRS, WASH., D. C.
Deed Volume 209 Page 290

MAY 13 1983

Memorandum

To: Eastern Area Director

From: ACTING Assistant Secretary - Indian Affairs

Subject: Approval of Trust Status Off-Reservation Land for the Seminole Tribe of Florida

We have reviewed the Area Director's memorandum of April 18, and enclosures relating to two parcels of land located in Broward County, Florida, and described in the Seminole Tribe of Florida Resolution C-68-83. The request is made pursuant to procedures promulgated under 25 CFR 151.3 (a)(3), which require approval by the Office of the Secretary of trust or restricted land acquisitions that are not within or adjecent to a reservation.

The record indicates the acquisition will be of economical value to the tribe. Broward County officials agree and support placing this land in trust. You are, therefore, authorized to accept conveyance to the United States in trust for the Seminole Tribe of Florida upon satisfaction that appropriate title evidence is in order in accordance with 25 CFR 151.12.

Attachment

OFF REC 12854 PAGE 595

RECORDED IN THE OFFICIAL RECORDS BOOK OF BROWARD COUNTY, FLORIDA
F. T. JOHNSON
COUNTY ADMINISTRATOR

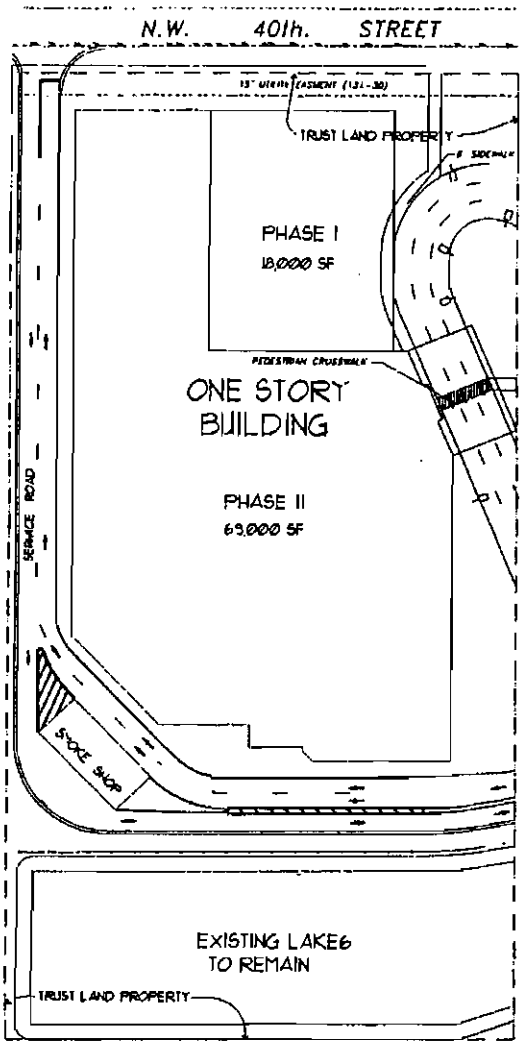

EXHIBIT "D"

N

TRACT 65 SITE PLAN

S-1

NORTH AMERICAN SPORTS MANAGEMENT, INC.

CHARLES PUTMAN & ASSOCIATES, INC.

SCHWEBKE SHIRKEN & ASSOCIATES, INC.

KEVIN HOLLER
LANDSCAPE ARCHITECT

WATER AND WASTEWATER AGREEMENT

(Corporate)

THIS AGREEMENT ("WATER AND WASTEWATER AGREEMENT") made and entered into this 10th day of September, 1999, by and between **The Seminole Tribe of Florida**, an organized Indian Tribe as defined in Section 1 of the Indian Reorganization Act of 1934, 25 U.S.C. 476, hereinafter referred to as "DEVELOPER" and the CITY OF COCONUT CREEK, Florida, a municipal corporation, hereinafter referred to as "CITY".

WITNESSETH

WHEREAS, the DEVELOPER owns or controls lands located in Broward County, Florida, as described in Exhibit "A", attached hereto and made a part hereof as if fully set out in this paragraph and hereinafter referred to as "Property," and DEVELOPER has or is about to develop the Property by erecting thereon single family residential buildings, multi-family residential buildings, commercial improvements, industrial improvements, institutional, recreational or other uses; and

WHEREAS, in order to meet the financing and general requirements of certain private agencies and certain Federal, State and local governmental agencies, such as, but not limited to, the Florida Department of Environmental Protection and the Broward County Health and Rehabilitative Services, the Veterans' Administration, the Federal Housing Administration, and private lending institutions, it is necessary that adequate water and wastewater facilities and services be provided to serve the Property and to serve the occupants of each residence, building, or unit constructed or located on the Property; and

WHEREAS, the DEVELOPER is required to execute a "WATER AND WASTEWATER AGREEMENT" setting forth such reasonable provisions governing the DEVELOPER's and the CITY's responsibility pertaining to the installation of water and wastewater service facilities; the connection of consumer installations with the facilities; and

Exhibit "E"

OR BK 31205 PG 0610

WHEREAS, DEVELOPER wishes to develop or redevelop their property and is required to execute a "WATER AND WASTEWATER AGREEMENT" setting forth such reasonable provisions governing said property owners and the CITY's responsibility pertaining to the installation of water and WASTEWATER service facilities; the connection of consumer installations with the facilities of the CITY; the manner and method of payment of Impact Fees; standards of construction or specifications; time commitments to "take and use water and wastewater services"; engineering errors and omissions; rules, regulations and procedures of the CITY and other reasonable regulations; and

WHEREAS, CITY is willing to provide, in accordance with the provisions hereinafter set out, central water and wastewater facilities, and to extend such facilities by way of water distribution mains and wastewater collection and transmission mains, and to thereafter operate such facilities so that the occupants of each residence, building, or unit constructed on properties will receive an adequate water and wastewater service from the CITY.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED HEREIN, THE PARTIES HERETO AGREE AS FOLLOWS:

SECTION 1: WHEREAS CLAUSES:

The foregoing "Whereas" clauses are hereby ratified and confirmed as true and correct, and are incorporated herein as if set forth in full.

SECTION 2: CITY CODE INCORPORATED HEREIN

Chapter 13, of the Code of Ordinances of the City of Coconut Creek, entitled "Land Development Code", Article II thereof entitled "Subdivision Regulations", Division 2 thereof, entitled "Subdivision Plat Requirements", Sections 13-169 through 13-169.15 thereof are hereby specifically incorporated into this agreement by reference. DEVELOPER hereby covenants and represents that he has read and understands the aforementioned code sections, and that he hereby agrees to be bound by all of the regulations, terms and conditions contained therein.

SECTION 3: DEFINITIONS.

The following definitions are in addition to those included by reference in the Code of Ordinances referred to in Section 2 hereof.

OR BK 31205 PG 0611

a. Project Equivalent Residential Connections - The Property shall be limited to 92 ERUs, as the same are defined in the Code of Ordinances. These ERU's are calculated and anticipated to be used in accordance with attached Exhibit "B", Schedules of Connection.

b. Initial Impact Fee per ERU - The initial impact fee per ERU is $3653.11 In accordance with the Code of Ordinances, said impact fee shall be adjusted by the City Engineer.

c. Property - The land area illustrated and legally described by the attached Exhibit "A".

SECTION 4: CITY MAINTENANCE AND OPERATION OF FACILITIES.

The DEVELOPER hereby grants and gives to the CITY, its successors and assigns, the exclusive right or privilege to construct, own, maintain and operate said facilities in, under, upon, over and across the present and future streets, roads, terraces, alleys, easements, reserve utility strips and utility sites, and any public places as provided and dedicated to public use in recorded plats, or as provided for in agreements, dedications, or grants made otherwise and independent of said recorded plats. The DEVELOPER shall grant to the CITY easements of rights-of-ways corresponding with the installation of the proposed facilities. The grant or conveyance shall be in form satisfactory to the City Commission. The conveyances, whether or not located on the property shall be made without cost to the CITY. The CITY reserves the right to require such easement or right-of-way to the point at which the meter is proposed to be installed or at the "point of delivery of service", being the point at which the facilities of the CITY joins with the DEVELOPER's installation.

DEVELOPER hereby agrees that the foregoing grants shall include the necessary right of ingress and egress to any part of the Property; that the foregoing grants shall be for such period of time as the CITY or its successors or assigns require such rights, privileges or easements in the construction, ownership, maintenance, operation or expansion of the water distribution and wastewater collection and transmission facilities. The CITY hereby covenants that it will use due diligence in ascertaining all easement locations; however, should the CITY install any of its facilities outside of a dedicated easement area, the DEVELOPER hereby covenants and agrees that the CITY shall not be required to move or relocate any facilities lying outside a dedicated easement area so long as the facilities do not interfere with existing uses of the area in which the facilities have been installed. In any event, DEVELOPER agrees to provide an easement for the actual location of said facilities.

OR BK 31205 PG 0612

The CITY hereby agrees that all easement grants will be utilized in accordance with the established and generally accepted practices of the water and wastewater industry with respect to the installation of all its water distribution and wastewater collection and transmission facilities in any of the easement areas; and that the DEVELOPER in granting said easements, or pursuant to the terms of this WATER AND WASTEWATER AGREEMENT, shall have the right to grant nonexclusive rights, privileges and easements to other persons, firms or corporations to provide to the Property any utility services other than water or wastewater service.

SECTION 5: CONNECTION OF FACILITIES AND COMMENCEMENT OF SERVICES BY CITY,

Upon accomplishment of all of the prerequisites to be performed by the DEVELOPER as contained this WATER AND WASTEWATER AGREEMENT, and the Code of Ordinances, the CITY hereby covenants and agrees that it will connect the water distribution and wastewater collection facilities installed by the DEVELOPER to the water distribution and wastewater collection and transmission facilities of the CITY, in accordance with the terms and intent of this WATER AND WASTEWATER AGREEMENT. Such connection shall at all times be in accordance with rules, regulations, and orders of the Florida Department of Environmental Regulation, or any other governmental agency or department which has jurisdiction thereof.

The CITY agrees that once it provides water and wastewater services to the Property, and the DEVELOPER or others have connected consumer installations to the City's water distribution and wastewater collection and transmission system, the City will continuously provide water and wastewater service to the Property in a manner to conform with all regulations of the Florida Department of Environmental Regulation and the Broward County Health and Rehabilitative Services and other governmental agencies having jurisdiction over the water distribution and wastewater collection and transmission facilities and services of the CITY. Notwithstanding anything herein to the contrary, the CITY shall not be responsible for any delays in connections, commencement of service or interruptions of service due to fires, casualties, accidents, power failures, maintenance work, breakdowns, damage to equipment or facilities, civil or military authority, strikes, war, riot, unusual weather conditions, judgments of any court, Act of God, and any such delay in connection or commencement of service. Interruption of service shall not constitute a breach of this WATER AND WASTEWATER AGREEMENT nor impose any liability upon the CITY.

SECTION 6: DEVELOPER OBLIGATIONS.

OR BK 31205 PG 0613

DEVELOPER hereby covenants and agrees to construct and transfer ownership and control of the on-site water distribution and wastewater collection and transmission systems referred to herein to the CITY at no cost to the CITY.

It shall be DEVELOPER's obligation to furnish to the CITY accurate information with regard to matters of engineering, construction of buildings and dwellings and proposed densities. The DEVELOPER is responsible for any increase in the CITY's construction or operating costs resulting from any engineering errors or changes furnished to the CITY. Plans and specifications shall be submitted and approved for compliance with applicable CITY Ordinances.

a. Construction of Facilities by DEVELOPER. After the approval of plans and specifications, the DEVELOPER shall cause to be constructed, at THE DEVELOPER's own cost and expense, the water distribution and wastewater collection and transmission facilities as shown on the approved plans and specifications, or as the same may be modified and approved from time to time. Such facilities shall include those on-site elements and the hydraulic share of the off-site elements applicable to the DEVELOPER's Property. Complete "as built" plans shall be submitted to the CITY by the DEVELOPER upon completion of construction. Construction and, inspection of the water distribution and wastewater collection and transmission facilities by the DEVELOPER, shall be in accordance with any applicable CITY Ordinances and in accordance with good engineering practices.

The DEVELOPER may also be required to construct or finance all or a portion of the off-site water distribution and wastewater collection and transmission facilities in order to provide a physical interconnection of DEVELOPER'S property with the facilities of the CITY at their present terminus. If applicable, such eventualities are detailed in Exhibit _____, entitled "Refundable Advances". (If there is no Exhibit letter in place upon execution of this document, there are no refundable advances in connection with the development contemplated in this agreement.) If the CITY requires facilities before the DEVELOPER requires said facilities, the DEVELOPER shall pay the hydraulic share applicable to the DEVELOPER's Property, upon receipt of notice to pay from the CITY. This does not limit, in any way, the ability of the CITY to require payment through any other lawful means.

b. Transfer of Title and Ownership. By this AGREEMENT, the DEVELOPER, shall convey to the CITY, title to all water distribution and wastewater collection and transmission facilities installed by the DEVELOPER or the DEVELOPER's contractor, pursuant to the provisions of this WATER AND WASTEWATER AGREEMENT. Such conveyance shall take effect pursuant to Division 3 and 4 of Article II, Chapter 13 of the

OR BK 31205 PG 0614

Coconut Creek Land Development Code. Included in the approval and acceptance of the system by the CITY Engineer, shall be documentation demonstrating the DEVELOPER's compliance with the above-referenced sections of the Land Development Code. As further evidence of said transfer of title, and upon the completion of the installation and prior to the rendering of service by the CITY, the DEVELOPER shall convey to the CITY at the request of the CITY by "Bill of Sale," in form satisfactory to the CITY's counsel, the complete on-site water distribution and wastewater collection and transmission facilities. The DEVELOPER shall further cause to be conveyed to the CITY all easements and rights-of-ways covering areas in which water and wastewater facilities are installed, by recordable document in form satisfactory to the CITY's counsel.

The DEVELOPER shall also convey, by Warranty Deed, any and all wastewater collection and transmission facilities. All conveyance of easements, rights-of-ways, or Warranty Deeds shall be accompanied by evidence of title, satisfactory to the CITY, establishing the DEVELOPER's right to convey such easements, rights-of-ways or Warranty Deeds and further evidencing the CITY's right to the continuous enjoyment of such easements, rights-of-way or Warranty Deed properties to the exclusion of any other person in interest. The CITY agrees that the acceptance of the water distribution and wastewater collection and transmission facilities installed by the DEVELOPER shall constitute the assumption of responsibility by the CITY for the continuous operation and maintenance of such systems from that date forward. Mortgagees, if any, holding prior liens on such properties shall be required to release such liens, subordinate their position or join in the grant dedication of the easements, rights-of-way or Warranty Deeds, prior to acceptance of said dedication, easement, right-of-way or deed by the CITY. All water distribution or wastewater collection and transmission facilities, save and except consumer installations, shall be covered by easements, rights-of-way or warranty deeds.

Neither the DEVELOPER , nor any person or other entity holding title to any of the Property, shall have any present or future right, title, claim or interest in and to the Fee or to any of the water distribution and wastewater collection and transmission facilities and properties of the CITY. All prohibitions applicable to the DEVELOPER, are applicable to all subsequent owners, person or entities.

The CITY shall not be required to accept title to any component part of the water distribution or wastewater collection and transmission facilities as constructed by the DEVELOPER until the CITY's engineer has approved the construction of said lines and accepted the tests to determine that such construction is in accordance with applicable provisions of the Coconut Creek Land Development Code, and final approval has been received by any

OR BK 31205 PG 0615

other agency having jurisdiction. Said approval shall be made as required in the Coconut Creek Land Development Code and shall be evidence of the CITY'S acceptance of said lines for the CITY'S ownership, operation and maintenance.

c. Facilities Retained by Developer. Any facilities in the category of consumer installations located on the discharge side of the water meter or on the consumer's side of the point of delivery of service shall not be transferred to the CITY and shall remain the property of the DEVELOPER. Each consumer installation shall remain the maintenance responsibility of DEVELOPER. The CITY reserves the right to refuse connection and to deny the commencement of service to any consumer seeking to be connected to portions of the water distribution and wastewater collection and transmission facilities installed by the DEVELOPER until such time as the provisions of this Paragraph have been fully met by the DEVELOPER.

d. Water and Wastewater Impact Fee. In addition to the transfer of ownership and control of the on-site water distribution and wastewater collection and transmission facilities, the DEVELOPER shall pay to the CITY the Water and Wastewater Impact Fee which is defined in Section 3 (b) hereof. However, it is anticipated that the impact fee will be increased, and said increase may occur prior to or after the recordation of the plat(s) covering the property subject to this WATER AND WASTEWATER AGREEMENT, or prior to the issuance of building permits for said property. DEVELOPER hereby specifically agrees to pay the prevailing impact fee applicable to the building at the time of issuance of the building permit.

The CITY requires the payment of the Water and Wastewater Impact Fees as described below. The payment by the DEVELOPER of such fee to the CITY shall be precedent to the rendering of water and wastewater service by the CITY. Said Water and Wastewater Impact Fee shall be utilized by the CITY to pay for the debt service charges and impact fees for securing the water and wastewater capacity from Broward County and to pay for the design and construction of other water and wastewater facilities and other backbone improvements outside the scope of the DEVELOPER's financial obligation and as payment for water and wastewater facilities on any CITY owned property as may be necessary to service DEVELOPER's area.

Payment of the Water and Wastewater Impact Fee does not and will not result in the CITY waiving any of its water and wastewater charges, rates, rules and regulations, and their enforcement shall not be affected in any manner whatsoever by the DEVELOPER paying the Fee.

i. The DEVELOPER shall be charged in total the prevailing impact fee applicable to the building(s) at the time of application for the building permit less previous county reserve charges paid at the time of engineering permit application.

OR BK 31205 PG 0616

ii. The Water and Wastewater Impact Fees shall be assessed against each Final Plat(s) or portion thereof, to be developed by the DEVELOPER. Thirty percent (30%) (county reserve charge) of the total water and wastewater impact fees for each Final Plat or portion thereof shall be due and payable on or by five (5) working days after DEVELOPER's request for final engineering permit approval which includes "Application for Installation of Wastewater Collection/Transmission System" (DNRP Permit) or "Application for Construction Permit Extension to Community Water System" (HRS/BCPHU/DEP Permit) or similar agency document. The prevailing fee shall be calculated according to the provisions of Section 8 hereof.

iii. In addition, the remaining seventy percent (70%) (balance charge) of the prevailing impact fee on each individual lot, parcel or phase shall be paid to the CITY concurrent with the DEVELOPER's or his agent's building permit application for each individual lot, parcel or phase. The CITY shall require that the balance of the Water and Wastewater Impact Fee be paid to the CITY for each phase of residential building, residential unit or other building or structure concurrent with the first permit application for said each phase or unit(s), building(s) or structure(s). The balance of the Fee shall be calculated as the initial Water and Wastewater Impact Fee as adjusted according to the provisions of Section 8 and in effect at the time of building permit application submittal less county reserve fees paid at the time of final engineering plat(s) which includes said building(s) or structures(s).

iv. Should the DEVELOPER enter into an agreement with Broward County to have the right to commence construction on his property prior to the recordation of the final plat, payment of one hundred percent (100%) of the total of the above Water and Wastewater Impact Fees shall be made five (5) working days after the DEVELOPER has made joint application for final engineering permits and initial building permit(s) on the property. No building permit will be issued for any lot, parcel or phase in each Final Plat portion thereof or proposed plat included in the area until said Water and Wastewater Impact Fee for said area has been paid.

SECTION 7: DEVELOPER'S HYDRAULIC SHARE OF OFF-SITE FACILITIES

It is the CITY's policy to apportion the cost of the water and wastewater facilities on a pro rata basis against the property receiving service from such main transmission lines located off-site as to the DEVELOPER's Property. Since each DEVELOPER draws from the hydraulic capacity of such lines, the CITY will require that the DEVELOPER pay his Property's hydraulic share of the cost of the off-site water distribution and wastewater collection and transmission

OR BK 31205 PG 0617

facilities through which service is rendered to DEVELOPER's Property. Said costs shall be changed from time to time in accordance with any amendments as set forth Section 13-169.12. "Amendments to Plans and Specifications".

The CITY further declares that the Fee for the Developer's hydraulic share of off-site facilities will be applicable to the DEVELOPER's Property whether or not the water distribution and wastewater collection and transmission facilities have been previously constructed. It is the intent of this section to apportion the costs of off-site water distribution and wastewater collection and transmission facilities on a hydraulic share basis irrespective of whether such water distribution and wastewater collection and transmission facilities have been previously constructed or are proposed to be constructed. The specific fee for the DEVELOPER'S hydraulic share of the off-site facilities in connection with the development of property contemplated by this agreement shall be calculated by the DEVELOPER with the approval of the City Engineer. Said fee is due and payable prior to the issuance of engineering permits.

The DEVELOPER may also be required to advance all or a portion of the off-site water distribution and wastewater collection and transmission facilities in order to provide a physical interconnection of the DEVELOPER's Property with the facilities of the CITY at their then present terminus. Such eventualities are covered by provisions of "Refundable Advances", Exhibit _____. (If there is no Exhibit letter in place upon execution of this agreement, there are no refundable advances in connection with the development contemplated in this agreement.) If the City requires the facilities before the DEVELOPER requires them, the DEVELOPER shall pay its hydraulic share upon receipt of notice to pay from the CITY.

It shall be warranted and represented by the CITY to the DEVELOPER that a water and wastewater system is located within the municipal boundary to which the DEVELOPER may connect at the cost provided in the WATER AND WASTEWATER AGREEMENT. Said warranty and representation is subject to the CITY contracting with Broward County for said wastewater capacity, pursuant to "Wastewater Agreement", as amended from time to time and is further subject to obtaining necessary volumes of potable water from Broward County, pursuant to "Water Agreement" as amended from time to time.

SECTION 8: WATER AND WASTEWATER IMPACT FEE ADJUSTMENT FORMULA - ESCALATION PROVISIONS

The Water and Wastewater Impact Fee as defined in Section 3 (b) hereof has been structured by the CITY with regard to the present level of construction costs of water distribution and wastewater collection and transmission facilities. The impact fee schedule may be increased

OR BK 31205 PG 0618

from time to time to reflect increases in the construction cost of water distribution and wastewater collection and transmission facilities and related debt services and impact fees charged by Broward County. Additionally, the CITY hereby declares that the schedule of Water and Wastewater Impact Fees set forth herein shall be automatically escalated based upon increases in utility construction costs as evidenced by the quarterly construction cost index published in Engineering News Record Magazine, entitled "U.S. - 20 Cities Construction Cost Index". Regardless of the foregoing, the CITY shall automatically adjust the Water and Wastewater Impact Fees set forth herein on a quarterly basis, effective January 1, April 1, July 1 and October 1 of each year. The construction cost index of July 1999 which was used for the purposes of calculating the above Water and Wastewater Impact Fee is 6076.3.

SECTION 9: CITY OWNERSHIP OF FACILITIES.

The parties hereby agree that all water distribution and wastewater collection and transmission facilities used, useful or held for use in connection with providing water service and wastewater service to the Property, shall at all times remain in the sole, complete and exclusive ownership of the CITY, its successors or assigns. Any person or entity owning any part of the Property or any residence, building, or unit constructed or located thereon, shall not have any right, title, claim or interest in and to such facilities, or any part of them, for any purpose, except as otherwise provided in this AGREEMENT, including the furnishing of water and wastewater service to other persons or entities located within or beyond the limits of the Property.

The DEVELOPER agrees that it shall not (the words "shall not" being used in the mandatory definition) engage in the business or businesses of providing water and wastewater services to the Property without the CITY's consent during the period of time the CITY, its successors and assigns provide water or wastewater services to the Property. It is the intention of the parties hereto, that under the foregoing provision and also other provisions of this AGREEMENT, that the CITY shall have the sole and exclusive right and privilege to provide water and wastewater service to the Property and to the occupants of each residence, building or unit constructed thereon.

SECTION 10: WATER AND WASTEWATER RATES AND REGULATIONS.

The CITY, its successors or assigns, may amend, revise and enforce from time to time the rate or rate schedules as shall be reasonable. Rates charged to the DEVELOPER or consumers located upon the Property shall at all times be identical to rates charged for the same classification of service as are or may be in effect throughout the CITY's service area. However,

OR BK 31205 PG 0619

rates charged for property serviced outside the CITY's municipal boundaries shall be 25% higher than those rates inside municipal boundaries.

The initial water and wastewater rates, including any increase or decrease thereof, and the rules and regulations established, amended, or revised and enforced by the CITY from time to time in the future, shall be binding upon the DEVELOPER, upon any person or other entity holding by, through or under the DEVELOPER and upon any user or consumer of the water service and wastewater service provided to the Property by the CITY.

The CITY also retains the right to promulgate from time to time reasonable rules and regulations relating to the furnishing of water service and wastewater service to consumers.. The rules and regulations may relate to, but are not limited to, the right to discontinue the service under specified and reasonable conditions, and the type and quantity of material permitted to be discharged into the CITY's wastewater collection and transmission facilities.

SECTION 11: PROHIBITION AGAINST SEPTIC TANKS, AND WATER WELLS. The DEVELOPER and, the owners and occupants of the buildings on the DEVELOPER's Property are hereby prohibited from installing or maintaining any septic tanks except as permitted by the CITY for temporary purposes; and are further prohibited from installing or maintaining any water wells except as permitted by the CITY for temporary purposes, or as permitted by the CITY for irrigation purposes. An addendum to this Agreement shall be provided for specifying terms for temporary purposes if temporary purposes have been approved.

SECTION 12: DEVELOPER'S SCHEDULE OF CONNECTIONS.

The parties acknowledge that the CITY is not guaranteeing water and wastewater service until and unless the CITY obtains the necessary wastewater treatment and transmission capacity from Broward County pursuant to the provisions of the "Wastewater Agreement" for wastewater utility service and also obtains the necessary volumes of potable water from Broward County pursuant to the "Water Agreement" for supply of potable water. The DEVELOPER in Exhibit "B" has given to the CITY a schedule of the dates when the water distribution and wastewater collection and transmission facilities are needed. The CITY shall then obtain water and wastewater service from Broward County according to the schedule provided by the DEVELOPER.

If the DEVELOPER requests water and wastewater service at a date earlier than indicated in Exhibit "B", the CITY is not responsible for providing said water and wastewater

OR BK 31205 PG 0620

service. However, the CITY shall make all reasonable attempts to secure said water and wastewater service.

If the DEVELOPER does not require water and wastewater service at the time indicated on Exhibit "B", the CITY reserves the right to divert said service to other users of the water and wastewater system.

It is the DEVELOPER's responsibility to notify the CITY, in writing, of its inability to meet the schedule dates of requested water and wastewater service. At that time, the CITY may, at its discretion, amend the schedule.

SECTION 13: AMENDMENTS TO PLANS AND SPECIFICATIONS.

In the event the DEVELOPER, subsequent to the execution of the WATER AND WASTEWATER AGREEMENT, alters any plans and specifications of the proposed system, acquires additional Property or alters the densities of the Property, an amendment to the WATER AND WASTEWATER AGREEMENT shall be executed by the parties. Said amendment shall be negotiated and executed prior to the commencement of service to those areas altered by the DEVELOPER. Said amendment shall be recorded in the Public Records of Broward County, Florida at the expense of the DEVELOPER.

SECTION 14: TERM OF THE AGREEMENT.

In no event shall the term of this WATER AND WASTEWATER AGREEMENT extend beyond five (5) years from the date of execution. It is contemplated that all construction and development of the Property under the provisions of the WATER AND WASTEWATER AGREEMENT shall be completed within the five-year term. In the event the AGREEMENT terminates under this paragraph, then the AGREEMENT shall either be extended or renegotiated at the sole discretion of the CITY.

SECTION 15: ASSIGNABILITY

This WATER AND WASTEWATER AGREEMENT as provided herein may be assigned to any successors in interest of DEVELOPER to the property which is subject to said agreement.

SECTION 16: RECORDING OF AGREEMENT.

This WATER AND WASTEWATER AGREEMENT, and any amendments thereto, shall be recorded in the Public Records of Broward County, Florida, for the sole purpose of

OR BK 31205 PG 0621

placing all owners or occupants of properties in the DEVELOPER's Property connected to or to be connected to said water distribution and wastewater collection and transmission facilities of the CITY on notice of these provisions to the same extent and with the same force and effect as if said owners and occupants had joined in the execution of the WATER AND WASTEWATER AGREEMENT. The cost of recording said AGREEMENT, and any amendments hereto, shall be borne by the DEVELOPER. The acquisition or occupancy of any portion of the property connected to or to be connected to the said sewer system of the CITY shall be deemed conclusive evidence of the fact the said owners or occupants have consented to, become bound by and accepted the WATER AND WASTEWATER AGREEMENT. By reference the agreements between the CITY and Broward County for water and wastewater services have been made an integral part of this AGREEMENT.

SECTION 17: TITLES TO PARAGRAPHS.

The title of each paragraph in this AGREEMENT is for purposes of clarity and ease of reading only and not to be construed as a substantive portion of the AGREEMENT, and are not intended to be used as aids to interpretation and are not binding on the parties.

SECTION 18: WAIVER

A waiver of any breach of any provision of this Agreement shall not constitute or operate as a waiver of any other breach of such provision or of any other provisions, nor shall any failure to enforce any provision hereof operate as a waiver of such provision or of any other provision.

SECTION 19: LAW TO GOVERN:

This Agreement is entered into and is to be performed in the State of Florida. CITY and DEVELOPER agree that the law of the State of Florida shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and shall govern the interpretation of this Agreement. For purposes of this section, venue shall be in the County of Broward, Florida.

SECTION 20: ATTORNEYS FEES

The Non-Prevailing Party shall be liable to the Prevailing party for all costs, expenses, attorneys' fees and damages at the trial and appellate level, up to and including the U.S. Supreme court, which may be incurred or sustained by the Prevailing party by reason of the Non-Prevailing Party's breach of any of the provisions of this Agreement, whether or not litigation is

OR BK 31205 PG 0622

involved in any such breach.

SECTION 21: REPRESENTATION BY COUNSEL

All parties to this Agreement have been represented by their respective counsel. The parties hereto aeknowledge having read this Agreement and discussed the terms of this Agreement with their respective counsel and City, with its elected officials, and that approval and execution of this Agreement has been made freely and voluntarily with full knowledge of its legal effect.

SECTION 22: SEVERABILITY

The invalidity of one or more of the phrases, sentences, clauses or Sections contained in this Agreement shall not affect the validity of the remaining portions of the Agreement so long as the material purposes of this Agreement can be determincd and effectuated.

SECTION 23: SURVIVABILITY

All of the terms, conditions, provisions, and representations contained in this Agreement shall survive and transcend the execution and termination of this Agreement.

IN WITNESS WHEREOF, the DEVELOPER and the CITY have executed or have caused this AGREEMENT, with the named Exhibits attached, to be duly executed in several counterparts, each of which counterpart shall be considered an original executed copy of this AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly executed by their authorized representatives and delivered on or by the 27th day of August, 1999.

SEMINOLE TRIBE OF FLORIDA:

BY: _____ **Date:** September 10, 1999

James E. Billie, as its Chairman of the Tribal Council

Attest: _____

Priscilla D. Sayen, Secretary/Treasurer

OR BK 31205 PG 0623

THE CITY OF COCONUT CREEK:

BY: John P. Kelly
John Kelly, City Manager

Date August 16, 1999

Attest Barbara Price
Barbara S. Price, CMC
City Clerk

Approved as to legal form:

BY:
Paul S. Stuart, City Attorney

OR BK 31205 PG 0624

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83-253567

85-427477

BUREAU OF INDIAN AFFAIRS, INDIA, D.C.
Deed Tabled 209 Page 21

WARRANTY DEED

This Indenture, made this 25th day of February, A.D. 1983 Between The Seminole Tribe of Florida, an organized Tribe existing under the laws of the United States pursuant to Section 18 of the Act of June 18, 1934 as amended, having its principal place of business at 6073 Stirling Road, Hollywood, Florida, party of the first part, and The United States of America in Trust for the Seminole Tribe of Florida, c/o Department of the Interior, Washington 25, D.C., party of the second part Witnesseth:

That the said party of the first part, for an in consideration of the sum of ten dollars, to it in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged has granted, bargained and sold to the said party of the second part and its assigns forever the following described land situate, lying and being in the County of Broward and State of Florida, to-wit:

Tract 65, Block 89, of the PALM BEACH FARMS CO. PLAT NO. 3, as recorded in Plat Book 2, Pages 45 through 54 inclusive, Public Records of Palm Beach County, Florida, LESS the North 15.00 feet thereof;

Said lands situate, lying and being in Section 18, Township 48 South, Range 42 East, City of Coconut Creek, Broward County, Florida;

Containing 4.886 acres, more or less.

And the said party of the first part does hereby fully warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever.

'83 AUG 9 PM 3:39

'85 SEP 27 PM 4:37

OFF REC 12854 PAGE 592

OFF REC 11053 PG 829

WILL CALL DSB
CHICAGO TITLE INSURANCE CO.
215 S.E. 7th ST.
ST. LAURENCE, FL 33301

EXHIBIT 4

OR BK 31205 PG 0625

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BUREAU OF INDIAN AFFAIRS, WASH., D. C.
Deed Volume 209 Page 231

Warranty Deed
PALM BEACH FARMS CO. PLAT NO. 3

In Witness Whereof, the said party of the first part has caused these presents to be signed in its name by its proper officers, and its tribal seal to be affixed, attested by its secretary, the day and year written above.

SEMINOLE TRIBE OF FLORIDA

James E. Billie
Chairman

Attest:

Priscilla Sayen
Secretary/Treasurer

Signed, sealed and delivered in presence of us:

State of Florida)
County of Broward)

I hereby certify that on this 25th day of February A.D. 1983, before me personally appeared James E. Billie and Priscilla Sayen, Chairman and Secretary respectively of the Seminole Tribe of Florida, an organized Tribe, existing under the laws of the United States pursuant to §16 of the Act of June 18, 1934, as amended, to me known to be the persons who signed the foregoing instrument as such officers and severally acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned and that they affixed thereto the official seal of said Tribe and that the said instrument is the act and deed of said Tribe.

Witness my signature and official seal in the County of Broward and State of Florida this day and year last aforesaid.
My commission expires:

Notary Public, State of Florida

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES JUNE 27 1984
HONOLULU THRU GENERAL INS., UNDERWRITERS

This instrument prepared by
Jim Shore, General Counsel
Seminole Tribe of Florida
6073 Stirling Road
Hollywood, Florida 33024

RECORDED IN THE OFFICIAL RECORDS BOOK OF BROWARD COUNTY, FLORIDA
F. T. JOHNSON
COUNTY ADMINISTRATOR

RECORDED IN THE OFFICIAL RECORDS BOOK OF BROWARD COUNTY, FLORIDA
F. T. JOHNSON
COUNTY ADMINISTRATOR

OFF REC 12854 PAGE 593

OFF REC 11053 PG 830

EXHIBIT "A"

Bureau of Indian Affairs, Wash., D. C.
Deed Volume 3[illegible] Page 2[illegible]

AFFIDAVIT

I, Bill D. Ott, having been duly sworn, and upon my oath, state:

1. I am the Area Director, Eastern Area Office of the Bureau of Indian Affairs, an agency of the United States Department of the Interior.

2. By memorandum dated May 13, 1983 from the Acting Assistant Secretary - Indian Affairs, the Area Director was authorized to accept on behalf of the United States a conveyance of certain real estate in Broward County, Florida, to be held in trust for the Seminole Tribe of Florida. A copy of the memorandum of authority is attached as Exhibit A.

3. The land which I have been authorized to Accept, and do hereby accept on behalf of the United States, is:

> Tract 65, Block 89, of THE PALM BEACH FARMS CO. PLAT NO. 3, as recorded in Plat Book 2, Pages 45 through 54 inclusive, Public Records of Palm Beach County, Florida, LESS the North 15.00 feet thereof;
>
> said lands situate, lying, and being in Section 18, Township 48 South, Range 42 East, City of Coconut Creek, Broward County, Florida.

FURTHER, The Affiant Sayeth Not.

Bill D. Ott
Bill D. Ott
Area Director, Eastern Area, BIA

Subscribed and Sworn to before me this 25th day of July 1985, 1985, by Bill D. Ott.

Angel M Arroyo
Notary Public

My Commission Expires May 23, 1989
BUREAU OF INDIAN AFFAIRS, WASH., D. C.
Received for record the 14 day of April 1986 at 8:15 A.M. and recorded
Deed Volume 209 Pages 285-290
Dayne Sumatzhuk Recorder

OFF REC 12854 PAGE 594

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EXHIBIT "A"

OR BK 31205 PG 0627

[redacted]

[redacted] P.A.
1101 Brickell Avenue, 17th Floor
Miami, Florida 33131
Folio 88218-02-0040

$ 8.75
DOCU. STAMPS-DEED

RECVD. BROWARD CTY
B. JACK DETERWOLF

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Tract D

QUITCLAIM DEED

THIS QUITCLAIM DEED made the 22 day of M[illegible] MANAGEMENT INTERNATIONAL II, LTD., a Florida li[illegible] having their principal place of business at c/o 13769 Main Street, Lamont, IL 60439 (herein[illegible] [illegible] toe "Grantor"), to the SEMINOLE TRIBE OF FLORIDA, an organized Indian Tribe existing under the laws of the United States of America pursuant to Section 16 of the Act of June 18, 1934, as amended, whose address is 6300 Stirling Road, Hollywood, Florida 33024 (hereinafter called the "Grantee"):

WITNESSETH, that said Grantor, for and in consideration of the sum of TEN and NO/100 ($10.00) DOLLARS, in hand paid by the said Grantee, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the said Grantee forever, all the right, title, interest, claim and demand which the said Grantor has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Broward, State of Florida, to-wit:

Tract D of the Commerce Center at Coconut Creek, according to the Plat thereof, as recorded in Plat Book 131, Page 30, of the Public Records of Broward County, Florida.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said Grantor, either in law or equity, to the only proper use, benefit and behoof of the said Grantee forever.

IN WITNESS WHEREOF, Grantor has hereunto set Grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in the presence of:

Print Name: BEATRIZ M. CAPOTE

Print Name: Kristine Napoles

GAMING MANAGEMENT INTERNATIONAL, II, LTD, a Florida limited partnership

BY: GAMING MANAGEMENT INTERNATIONAL I, INC., a Florida corporation, general partner

BY: MARTIN PERELLIS, President

STATE OF FLORIDA)
COUNTY OF DADE)

The foregoing instrument was acknowledge before me this 21 day of May, 1996, by MARTIN PERELLIS as President of GAMING MANAGEMENT INTERNATIONAL I, INC., a Florida corporation, as general partner of GAMING MANAGEMENT INTERNATIONAL II, LTD., a Florida limited partnership, who is personally known to me.

My commission expires:

NOTARY PUBLIC
Print Name: Kristine Napoles

KRISTINE NAPOLES
My Commission Expires Nov. 06, 1996

RECORDED IN THE OFFICIAL RECORDS BOOK OF BROWARD COUNTY, FLORIDA
COUNTY ADMINISTRATOR

BK 24943 PG 0526

OR BK 31205 PG 0628

EXHIBIT "A"

EXHIBIT B

Facility Usage Schedule

PHASE I:

A: Food Service Area*:

1800 SF at 2.975 ERU's per 1000 SF = 5.36 ERU's

B: Office/Common Area (including smoke shop)**:

4,500 SF at 0.636 ERU's per 1000 SF = 2.86 ERU's

C: Gaming Area:

522 Seats at 5 GPD per Seat**** at 1.5 divided 300 GAL per ERU 13.0 ERU

Subtotal Phase I 21.27 ERU

PHASE I ERUs REQUIRED 22.00 ERU

PHASE II:

A: Food Service Area*:

6000 SF at 2.975 ERU's per 1000 SF = 17.85 ERU

B: Office/Common Area (including smoke shop)**:

22,000 SF at 0.636 ERU's per 1000 SF = 13.99 ERU

C: Gaming Area:

750 Seats at 5 GPD per Seat**** at 1.5 divided 300 GAL per ERU 18.75 ERU

D: Bingo Area:

800 Seats at 5 GPD per Seat**** at 1.5 divided 300 GAL per ERU 20.00 ERU

Subtotal Phase II 69.59 ERU

PHASE II ERUs REQUIRED 70.00 ERU

TOTAL ERUs PHASE I&II 92.00 ERU

* Based on Broward County ERU Factor Schedule (10/95)
(Interpolated Value of 50% Restaurant / 50% Fast Food)

** Based on Broward County ERU Factor Schedule – Office Use (10/95)

*** Based on accepted flow estimates for movie theaters (*See sources below*)
(Bingo and movie theaters are assumed at 12-hour/day; 7-day/week)

**** Facility time/use multiplier of 1.5 (Assumed effective use of this area 18-hour/day, 7-day/week)

OR BK 31205 PG 0629

EXHIBIT C

ADDENDUM TO WATER AND WASTEWATER AGREEMENT

The Water and Wastewater Agreement ("Agreement") made and entered into on 9/10/99 by and between the Seminole Tribe of Florida, an organized Indian Tribe as defined in Section 16 of the Indian Reorganization Act of 1934, 25 U.S.C. 476, as amended ("Developer") and the City of Coconut Creek, Florida, a municipal corporation ("City") is hereby amended as follows:

1. Substitute Broward County Health and Rehabilitative Services with Broward County Health Department throughout the Agreement.

2. Delete the second WHEREAS on page 1 of the Agreement.

3. Delete "Section 4: City Maintenance and Operation of Facilities" of the Agreement.

4. Delete the first paragraph of Section 6 and sub-section 6. b. of the Agreement.

5. Delete "Section 9: City Ownership of Facilities" of the Agreement.

6. Section 14 is deleted and replaced with the following, "Water and wastewater services shall be provided to the Property until the Seminole Tribe, by Seminole Tribal Council Resolution, gives the City one year's notice of its intent to terminate the Water and Wastewater Agreement."

OR BK 31205 PG 0630

7. Section 19 is deleted and replaced with the following, "this Agreement is entered into and is to be performed in the State of Florida. CITY and OWNER agree that Federal law and the law of the State of Florida shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and shall govern the interpretation of this Agreement. For purposes of this section, venue shall be in the County of Broward, Florida."

8. In the event that the Municipal Service Provider Agreement is declared null and void by the Secretary of the Interior and a state or federal court of competent jurisdiction and the payments described in Section 3.1, 3.2, or 3.3 are not made by the Seminole Tribe, the City shall have the right to terminate water and wastewater service to the Property.

9. In the event of a conflict between the Municipal Service Provider Agreement and the Water and Wastewater Service Agreement the Municipal Service Provider Agreement controls.

CITY OF COCONUT CREEK, FLORIDA

By: _____ August 16, 1999
City Manager Date

Attest: _____
City Clerk

SEMINOLE TRIBE OF FLORIDA

By: _____ September 10, 1999
James E. Billie, Chairman of the Tribal Council Date

Attest: _____
Priscilla D. Sayen, Secretary/Treasurer

I:\Client Documents\SEMINOLE\5940\MISC\Addendum Water Wastewater.doc

OR BK 31205 PG 0631

STATE OF FLORIDA
COUNTY OF BROWARD

RIGHT-OF-WAY GRANT
UNITED STATES DEPARTMENT OF THE INTERIOR
BUREAU OF INDIAN AFFAIRS
RIGHT-OF-WAY GRANT FOR DRAINAGE EASEMENT

THIS RIGHT-OF-WAY GRANT FOR DRAINAGE EASEMENT (the "Grant") made this ____ day of _____, 1999, by the UNITED STATES OF AMERICA, acting by and through the Bureau of Indian Affairs, Department of the Interior whose address is Office of the Secretary, United States Department of the Interior, Washington, D.C. 20240 (hereinafter called the "Grantor") to the CITY OF COCONUT CREEK, a municipal corporation in Broward County, Florida, whose address is 4800 West Copans Road, Coconut Creek, Florida 33063 (hereinafter called the "Grantee").

WITNESSETH

WHEREAS, pursuant to the Act of February 5, 1948, 62 Stat. 17, 25 U.S.C. §323-328 the Grantor is empowered to grant rights-of-way over and across any lands held in trust by the United States of America for Indian Tribes; and

WHEREAS, the Seminole Tribe of Florida, an organized Indian Tribe existing under the laws of the United States of America pursuant to Section 16 of the Act of June 18, 1934, as

Exhibit "F"

OR BK 31205 PG 0632

amended, whose address is 6300 Stirling Road, Hollywood, Florida 33024 is the beneficial owner of property situate in Broward County, Florida, described as follows:

> Tract 65, Block 89, PALM BEACH FARMS COMPANY PLAT No. 3 as recorded in Plat Book 2, Pages 45 through 54 of the Public Records of Palm Beach County, Florida, less the North 15 feet thereof. Said lands situate in Broward County, (Tract "65")

WHEREAS, the Grantee desires a right-of-way grant for drainage easement for drainage of the public road rights-of-way as depicted by sketch in Exhibit "A" (the Benefitted Rights-of-Way) across a portion of Tract 65; and

WHEREAS, the Grantee has applied to the Grantor for this Right-of-Way Grant for Drainage Easement across that portion of Tract 65 described in Exhibit "B" attached hereto and made a part hereof (the "Drainage Property") and Grantor is willing to grant such Right-of-Way; and

WHEREAS, the Secretary of the Interior has promulgated regulations at 25 C.F.R. 169.1 et seq. (the "Applicable Regulations"), regarding such grants of rights-of-way; and

WHEREAS, the Eastern Area Director, Bureau of Indian Affairs, has been delegated the authority to grant such rights-of-way over and across lands under his jurisdiction; and

WHEREAS, the Eastern Area Director, Bureau of Indian Affairs, has determined that all requirements and conditions set forth at 25 C.F.R. 169.1 et seq., have been complied with;

NOW THEREFORE, for and in consideration of the mutual covenants hereinafter contained and one dollar ($1.00) and other good and valuable consideration, the parties hereto do hereby agree as follows:

OR BK 31205 PG 0633

1. The foregoing recitations are true and correct and are incorporated herein by reference.

2. The Grantor does hereby grant unto the Grantee and its successors, a fifty (50) year (unless and until abandoned) non-exclusive Right-of-Way Grant for Drainage Easement on, over, across and under the Drainage Property for the sole purpose of the drainage into the Drainage Property of surface waters from the Benefitted Rights-of-Way depicted by sketch in Exhibit "A" attached hereto.

3. This Right-of-Way Grant for Drainage Easement shall be terminable in whole or in part by the Grantor for any of the following causes upon thirty (30) days written notice, and failure of the Grantee within said notice period to correct the basis of termination (25 C.F.R. 169.20):

A. Failure to comply with any term or condition of the Grant or the applicable regulations located at 25 C.F.R. Part 169.

B. An abandonment of this Right-of-Way Grant for Drainage Easement.

C. A non-use of this Right-of-Way Grant for Drainage Easement for a consecutive two (2) year period for the purpose for which it was granted.

4. The Grantee hereto hereby abandons the existing easement over Tracts D and 65 as recorded in Official Records Book 15434, Pages 478-496 of the Public Records of Broward County and abandons any rights the City of Coconut Creek may have under the Right of Way Grant for Drainage Easement and Other Rights as recorded in Official Records Book 14102, Pages 612-626 of the Public Records of Broward County.

5. If all other rights under the Right-of-Way Grant for Drainage Easement and Other

OR BK 31205 PG 0634

Rights as recorded in Official Records Book 14102, Pages 612-626 of the Public Records of Broward County are not extinguished by December 31, 2000, then Grantor agrees to reconvey the abandoned easements in Paragraph 4. and Grantee agrees to abandon this Right of Way Grant and both Grantee and Grantor agree to execute documents to accomplish this.

6. The conditions of this Right-of-Way Grant for Drainage Easement shall extend to and be binding upon and shall inure to the benefit of the successors of the Grantee.

IN WITNESS WHEREOF, the Eastern Area Director, acting on behalf of the United States of America, in the exercise of his delegated authority from the Secretary of the Interior, has caused this Right-of-Way Grant for Drainage Easement to be made this ____ day of _____ _____, 1999.

_____	_____
Witness as to Grantor	_____
	Print Name
	Eastern Area Director
_____	Bureau of Indian Affairs
Witness as to Grantor	U.S. Department of the Interior

STATE OF _____
COUNTY OF _____

I HEREBY CERTIFY that on this ____ day of_____, 1999, before me personally appeared _____, as the Eastern Area Director of the Bureau of Indian Affairs, United States Department of the Interior, who is personally known to me to be the individual described in and who executed the foregoing instrument and acknowledged to and before me that he executed such instrument by due and regular authority of the Bureau of Indian Affairs, United States Department of Interior and that said instrument is the free act and deed of said Bureau of Indian Affairs, United States Department of Interior.

WITNESS my hand and official seal this ___ day of _____, 1999.

MY COMMISSION EXPIRES:

_____
Notary Public

(SEAL)

_____
Printed Name

OR BK 31205 PG 0635

ACCEPTED this 23 day of August, 1999.

Witness as to Grantee

Witness as to Grantee

CITY OF COCONUT CREEK

S. Goldsmith, Mayor

Print Name and Title

STATE OF FLORIDA
COUNTY OF BROWARD

I HEREBY CERTIFY that on this 23 day of August, 1999, before me personally appeared S. Goldsmith, of the City of Coconut Creek, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath and who executed the foregoing instrument as an officer and acknowledged the execution thereof to be his free act and deed as such officer for the use and purpose therein mentioned and that he affixed thereto the official seal of the City of Coconut Creek and that the said instrument is the act and deed of said City.

WITNESS my hand and official seal this 23 day of August, 1999.

MY COMMISSION EXPIRES:

(SEAL)

OFFICIAL NOTARY SEAL
BARBARA S PRICE
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC522707
MY COMMISSION EXP. JAN. 5,2000

Notary Public

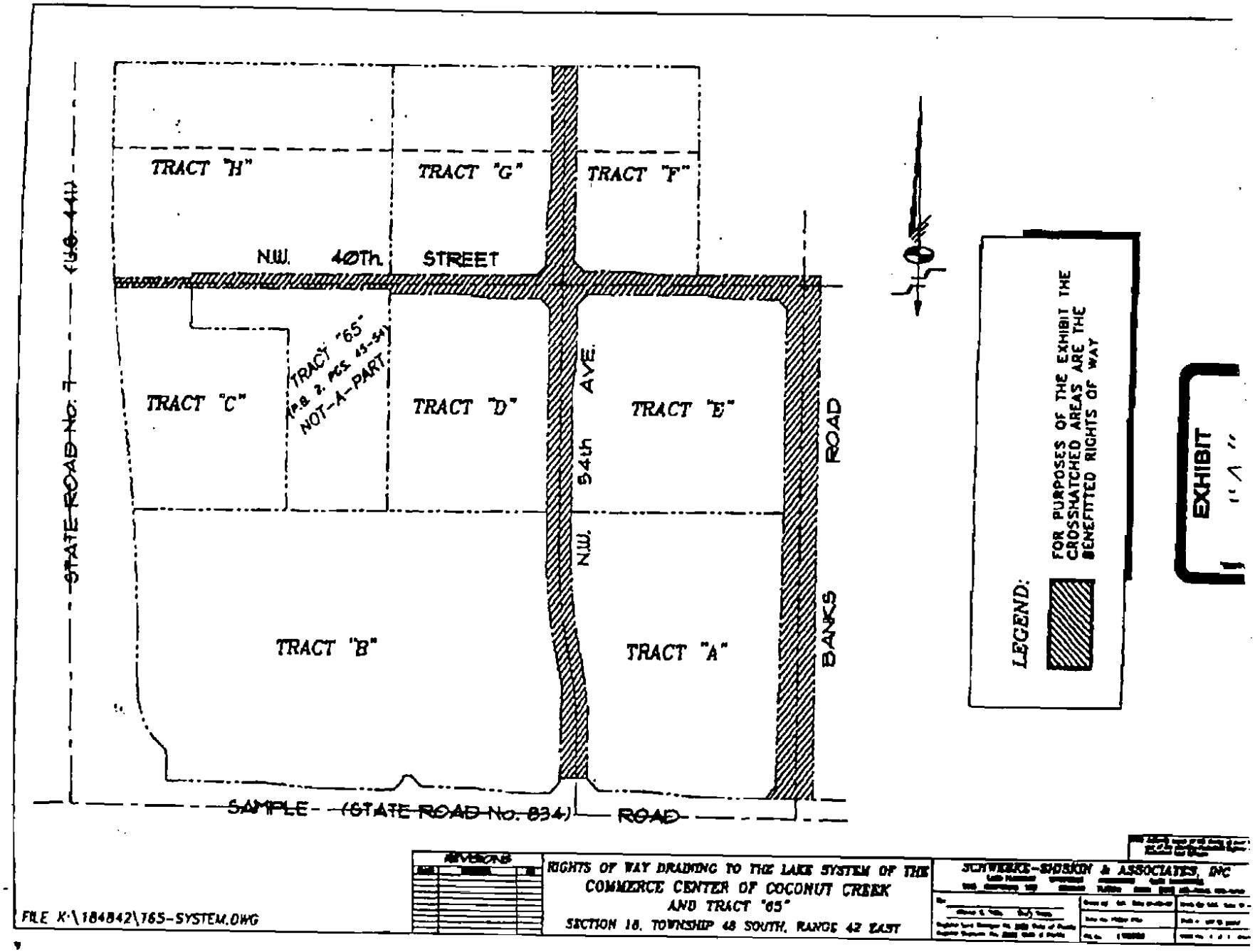
BARBARA S. PRICE

Print Name

THIS INSTRUMENT prepared by:
Stephen A. Walker, Esquire
Lewis, Longman & Walker, P.A.
1700 Palm Beach Lakes Blvd.
Suite 1000
West Palm Beach, FL 33401

I:\Client Documents\SEMINOLE\5940\MISC\City Easement 65.doc

OR BK 31205 PG 0636


TRACT "H"
TRACT "G"
TRACT "F"
N.W. 40Th. STREET
TRACT "65" (P.B. 2, PGS. 45-54) NOT-A-PART
TRACT "C"
TRACT "D"
TRACT "E"
N.W. 54th AVE.
BANKS ROAD
TRACT "B"
TRACT "A"
STATE ROAD No. 7 (U.S. 441)
SAMPLE (STATE ROAD No. 834) ROAD
LEGEND:
FOR PURPOSES OF THE EXHIBIT THE CROSSHATCHED AREAS ARE THE BENEFITTED RIGHTS OF WAY
EXHIBIT "A"
REVISIONS
RIGHTS OF WAY DRAINING TO THE LAKE SYSTEM OF THE COMMERCE CENTER OF COCONUT CREEK AND TRACT "65"
SECTION 18, TOWNSHIP 48 SOUTH, RANGE 42 EAST
SCHWEBKE-SHISKIN & ASSOCIATES, INC
FILE X:\184842\765-SYSTEM.DWG

COCONUT CREEK

SKETCH TO ACCOMPANY LEGAL DESCRIPTION OF DRAINAGE EASEMENT

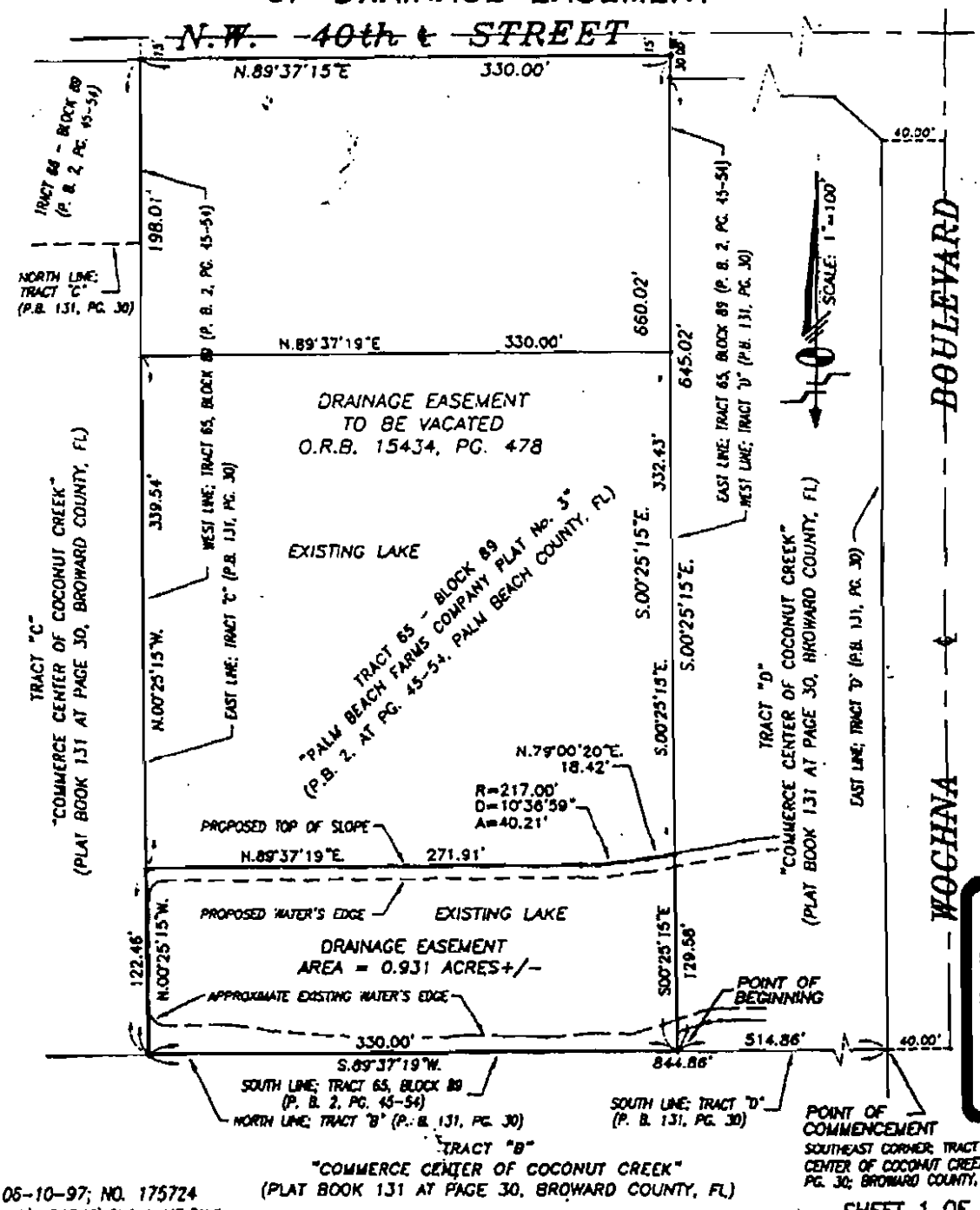


EXHIBIT B-1

ED TITLE: 06-10-97; NO. 175724
TER FILE: K:\184842\GM-LAK7.DWG

SHEET 1 OF 2 SHEETS

SCHWEBKE - SHISKIN & ASSOCIATES, INC.
LAND SURVEYORS - ENGINEERS . 3240 CORPORATE WAY MIRAMAR FL. 33025
Phone No.(305)652-7010

ORDER NO. 175707

DATE FEBRUARY 5, 1997

THIS IS NOT A "LAND SURVEY"

PREPARED UNDER MY SUPERVISION

ALFONSO C. TELLO - SEC'Y.-TREAS.
PROFESSIONAL LAND SURVEYOR NO.2978

L.B.-87

COCONUT CREEK

LEGAL DESCRIPTION OF DRAINAGE EASEMENT

LEGAL DESCRIPTION:

A PORTION OF TRACT 65, BLOCK 89, "PALM BEACH FARMS COMPANY PLAT NO. 3", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2 AT PAGES 45 THROUGH 54, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF TRACT "D" "COMMERCE CENTER OF COCONUT CREEK", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 131 AT PAGE 30 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE SOUTH 89 DEGREES 37 MINUTES 19 SECONDS WEST, ALONG THE SOUTH LINE OF SAID TRACT "D", FOR 514.86 FEET TO THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED PARCEL; THENCE CONTINUE SOUTH 89 DEGREES 37 MINUTES 19 SECONDS WEST ALONG THE SOUTH LINE OF SAID TRACT 65, BLOCK 89 BEING ALSO THE NORTH LINE OF TRACT "B" OF SAID PLAT OF "COMMERCE CENTER OF COCONUT CREEK, FOR 330.00 FEET; THENCE NORTH 00 DEGREES 25 MINUTES 15 SECONDS WEST, ALONG THE WEST LINE OF SAID TRACT 65, BLOCK 89, FOR 122.46 FEET; SAID LAST DESCRIBED COURSE BEING COINCIDENT WITH THE EAST LINE OF TRACT "C" OF THE SAID PLAT OF "COMMERCE CENTER OF COCONUT CREEK"; THENCE NORTH 89 DEGREES 37 MINUTES 19 SECONDS EAST, ALONG A LINE PARALLEL WITH AND 122.46 FEET NORTH OF, AS MEASURED AT RIGHT ANGLES TO, THE SOUTH LINE OF SAID TRACT 65, BLOCK 89, FOR 271.91 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG A CIRCULAR CURVE TO THE LEFT HAVING A RADIUS OF 217.00 FEET AND A CENTRAL ANGLE OF 10 DEGREES 36 MINUTES 59 SECONDS FOR AN ARC DISTANCE OF 40.21 FEET TO A POINT OF TANGENCY; THENCE NORTH 79 DEGREES 00 MINUTES 20 SECONDS EAST FOR 18.42 FEET; THENCE SOUTH 00 DEGREES 25 MINUTES 15 SECONDS EAST, ALONG THE EAST LINE OF SAID TRACT 65, BLOCK 89, FOR 129.58 FEET TO THE POINT OF BEGINNING; ALL LYING AND BEING IN THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 48 SOUTH, RANGE 42 EAST, CITY OF COCONUT CREEK, BROWARD COUNTY, FLORIDA AND CONTAINING 0.931 ACRES, MORE OR LESS.

NOTES:

1. PREPARED FOR: SEMINOLE PROPERTIES II, INC. AND THE SEMINOLE TRIBE OF FLORIDA.
2. BEARINGS AS SHOWN HEREON ARE BASED ON AN ASSUMED BEARING OF SOUTH 89 DEGREES 28 MINUTES 23 SECONDS EAST, ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 48 SOUTH, RANGE 42 EAST AS SHOWN ON THE HEREIN REFERENCED PLAT OF "COMMERCE CENTER OF COCONUT CREEK".
3. ℄ - DENOTES CENTERLINE
4. VALID COPIES OF THIS SKETCH AND LEGAL DESCRIPTION MUST BEAR THE EMBOSSED SEAL OF THE ATTESTING PROFESSIONAL LAND SURVEYOR.

EXHIBIT B-2

C:\WORD-R\LEGALS\GMI-LAK.A2

REVISED TITLE: 06-10-97; NO. 175724
COMPUTER FILE: K:\184842\GMI-LAK7.DWG

SHEET 2 OF 2 SHEETS

SCHWEBKE - SHISKIN & ASSOCIATES, INC.
LAND SURVEYORS - ENGINEERS 3240 CORPORATE WAY MIRAMAR FL. 33025
Phone No.(305)652-7010

ORDER NO. 175707

DATE FEBRUARY 5, 1997

THIS IS NOT A "LAND SURVEY"

PREPARED UNDER MY SUPERVISION

ALFONSO C. TELLO - SEC'Y.-TREAS.
PROFESSIONAL LAND SURVEYOR NO.2978
STATE OF FLORIDA

LB-87

CALCULATION OF CONSUMER PRICE INDEX
Based on Bureau of Labor Statistics Data

Consumer Price Index - All Urban Consumers

Not Seasonally Adjusted

Miami – Fort Lauderdale, FL Area
Base Period 1982 - 1984 = 100

A) October Index _____ - _____

B) October Index _____ - _____

C) Change in Index _____

Percent Change (rounded to one decimal)

C ÷ B x 100 = % change

D) _____ ÷ _____ x _____ = _____% or _____

(X)_____ x (Y)_____ = (Z) $_____

A = The CPI – All Urban Consumers October This year _____
B = The CPI – All Urban Consumers October Last year _____

C = Subtract B from A which equals the change in the Raw Index.

D = C ÷ B x 100 = the percentage change for the one year period.

(X) = the payment for the prior year
(Y) = the decimal equivalent of "D"
(Z) = current payment

EXHIBIT
"G"

OR BK 31205 PG 0641

EXAMPLE
Year to Year

Sheet 1A

Calculation of Consumer Price Index
Based on Bureau of Labor Statistics Data

Consumer Price Index - All Urban Consumers

Not Seasonally Adjusted

Miami – Fort Lauderdale, FL Area
Base Period 1982 - 1984 = 100

June 1997 to June 1998 Period

A) June Index 1998 --- 160.2

B) June Index 1997 __ 157.9

C) Change in Index 2.3

Percent Change (rounded to one decimal)

C ÷ B x 100 = % change

2.3 ÷ 157.9 x 100 = 1.5% or .015

1,500,000 x 1.015 = $1,522,500 Year 1

OR BK 31205 PG 0642

EXAMPLE
Year to Year

Sheet 1B

Calculation of Consumer Price Index
Based on Bureau of Labor Statistics Data

Consumer Price Index - All Urban Consumers

Not Seasonally Adjusted

Miami – Fort Lauderdale, FL Area
Base Period 1982 - 1984 = 100

Assume June 1998 to June 1999 Period

A) June Index 1999 __ 161.3

B) June Index 1998 __ 160.2

C) Change in Index 1.1

Percent Change (rounded to one decimal)

C ÷ B x 100 = % change

1.1 ÷ 160.2 x 100 = .7% or .007

$1,522,500 x 1.007 = $1,533,157.5 Years 1 & 2

OR BK 31205 PG 0643

EXAMPLE
Year to Year

Sheet 1C

Calculation of Consumer Price Index
Based on Bureau of Labor Statistics Data

Consumer Price Index - All Urban Consumers

Not Seasonally Adjusted

Miami – Fort Lauderdale, FL Area
Base Period 1982 - 1984 = 100

Assume June 1999 to June 2000 Period

A) June Index 2000 — 163.4 (for demonstration only)

B) June Index 1999 — 161.3

C) Change in Index 2.1

Percent Change (rounded to one decimal)

C ÷ B x 100 = % change

2.1 ÷ 161.3 x 100 = 1.3% or .013

$1,533,157.5 x 1.013 = $1,553,088.55 Years 1, 2 & 3

OR BK 31205 PG 0644

2

RESOLUTION NO. 2000-20

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF COCONUT CREEK, FLORIDA, AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO INITIAL THE INTERLINEATIONS IN THE MUNICIPAL SERVICE PROVIDER AGREEMENT DATED SEPTEMBER 10, 1999, BETWEEN THE CITY OF COCONUT CREEK AND THE SEMINOLE TRIBE OF FLORIDA, FOR THE PURPOSE OF CLARIFYING SECTIONS 1.3 AND 4.1 AS REQUESTED BY THE UNITED STATES DEPARTMENT OF THE INTERIOR, BUREAU OF INDIAN AFFAIRS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Coconut Creek and the Seminole of Florida entered into a Municipal Service Provider Agreement dated September 10, 1999; and

WHEREAS, the United States Department of the Interior, Bureau of Indian Affairs, in an opinion issued February 3, 2000, requested clarification of said Municipal Service Provider Agreement; and

WHEREAS, said clarifications are not substantive in nature and can be provided for by interlineation of the Municipal Service Provider Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF COCONUT CREEK, FLORIDA:

Section 1: That the City Commission finds it is in the best interest of the City to approve the clarification of the Municipal Service Provide Agreement by means of interlineation.

Section 2: That the City Manager, or his designee, is hereby authorized to initial the interlineations that provide clarification, as requested by the Department of the Interior, Bureau of Indian Affairs, to the Municipal Service Provider Agreement between the City and the Seminole Tribe of Florida dated September 10, 1999, as follows:

"Section 1.3. Police Services. The parties acknowledge and agree that the Seminole Tribe shall exercise ~~exclusive~~ jurisdiction over the Property, and that the City shall not be responsible for the provision of any police services to the Property. The parties hereby acknowledge that no mutual aid agreement shall be entered into by and between the parties..."

"Section 4.1. Waiver of Sovereign Immunity. ...Notwithstanding any term or provision of this Agreement to the contrary, the parties acknowledge that the only tribal assets, including property (other than real property) and funds, which shall be available to satisfy any enforcement proceedings or judgment entered against the Seminole Tribe in connection with this Agreement shall be limited to that portion of the assets located on the Property and including any assets located on such additional trust lands devoted to gaming in Coconut Creek as defined in Section 3.2."

Section 3: That this Resolution shall take effect immediately upon its passage.

Adopted this 10th day of February, 2000, on a motion by Commissioner Waldman, and seconded by Commissioner Fantl.

Ayes	5
Nays	0
Absent or Abstaining	0

S. Goldsmith

Sam Goldsmith, Mayor

Goldsmith	Aye
Gerber	Aye
Sacks	Aye
Fantl	Aye
Waldman	Aye

Attest:

Barbara S. Price, CMC/AAE
City Clerk

3

RESOLUTION NO. 2011- 09

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF COCONUT CREEK, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE THE ATTACHED COCONUT CREEK FEE TO TRUST LANDS MITIGATION AGREEMENT BETWEEN THE CITY AND THE SEMINOLE TRIBE OF FLORIDA (STOF); PROVIDING AN EFFECTIVE DATE

WHEREAS, The Seminole Tribe of Florida ("STOF") has filed an application for a Planned MainStreet Development District (PMDD) detailing future development plans for the properties within the City of Coconut Creek ("City") that are owned or controlled by STOF, including a request for the abandonment of Northwest 40th Street, and

WHEREAS, STOF has proposed various improvements designed to ameliorate the impacts of the proposed development plans for the Coconut Creek Fee to Trust Lands that impact the City and its residents; and

WHEREAS, the City has objected to STOF's application for trust status for the Coconut Creek Fee to Trust Lands, which, if approved by the Bureau of Indian Affairs, would remove said lands from the jurisdiction of the City; and

WHEREAS, STOF desires to assure the City that STOF will honor its commitments evidenced in the approved PMDD, as outlined in this Agreement, even if the Coconut Creek Fee to Trust Lands ultimately are taken into trust;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF COCONUT CREEK, FLORIDA:

Section 1: That the City Commission has reviewed and hereby approves the attached Coconut Creek Fee to Trust Lands Mitigation Agreement between the City of Coconut Creek and The Seminole Tribe of Florida.

Section 2: That the City Manager is hereby authorized to execute the attached Coconut Creek Fee to Trust Lands Mitigation Agreement between the City of Coconut Creek and The Seminole Tribe of Florida.

Section 3: That the effective date of said Coconut Creek Fee to Trust Lands Mitigation Agreement, excluding the provisions of this Agreement relating to Annual Tribal Contribution, One-Time Payment, and the withdrawal of City's objections to Fee to Trust Application, shall be the date of approval by the Secretary of the Interior.

Section 4: That the effective date of the provisions of said Coconut Creek Fee to Trust Lands Mitigation Agreement pertaining to Annual Tribal Contribution, One-Time Payment, and withdrawal of City's objections to Fee to Trust Application shall be effective the date said Agreement is fully executed by both parties.

Section 5: That this Resolution shall be in full force and effect immediately upon its passage and adoption.

Adopted this 27th day of January, 2011 on a motion by Vice Mayor Sarbone and seconded by Commissioner Gerber.

Ayes	5
Nays	0
Absent or Abstaining	0

Lisa K. Aronson, Mayor

Attest:

Barbara S. Price, MMC
City Clerk

Aronson	Aye
Sarbone	Aye
Gerber	Aye
Tooley	Aye
Belvedere	Aye

City Clerk/Common/Documents/2011Resolutions

RESOLUTION NO. 2011- 09

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF COCONUT CREEK, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE THE ATTACHED COCONUT CREEK FEE TO TRUST LANDS MITIGATION AGREEMENT BETWEEN THE CITY AND THE SEMINOLE TRIBE OF FLORIDA (STOF); PROVIDING AN EFFECTIVE DATE

WHEREAS, The Seminole Tribe of Florida ("STOF") has filed an application for a Planned MainStreet Development District (PMDD) detailing future development plans for the properties within the City of Coconut Creek ("City") that are owned or controlled by STOF, including a request for the abandonment of Northwest 40th Street, and

WHEREAS, STOF has proposed various improvements designed to ameliorate the impacts of the proposed development plans for the Coconut Creek Fee to Trust Lands that impact the City and its residents; and

WHEREAS, the City has objected to STOF's application for trust status for the Coconut Creek Fee to Trust Lands, which, if approved by the Bureau of Indian Affairs, would remove said lands from the jurisdiction of the City; and

WHEREAS, STOF desires to assure the City that STOF will honor its commitments evidenced in the approved PMDD, as outlined in this Agreement, even if the Coconut Creek Fee to Trust Lands ultimately are taken into trust;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF COCONUT CREEK, FLORIDA:

Section 1: That the City Commission has reviewed and hereby approves the attached Coconut Creek Fee to Trust Lands Mitigation Agreement between the City of Coconut Creek and The Seminole Tribe of Florida.

Section 2: That the City Manager is hereby authorized to execute the attached Coconut Creek Fee to Trust Lands Mitigation Agreement between the City of Coconut Creek and The Seminole Tribe of Florida.

Section 3: That the effective date of said Coconut Creek Fee to Trust Lands Mitigation Agreement, excluding the provisions of this Agreement relating to Annual Tribal Contribution, One-Time Payment, and the withdrawal of City's objections to Fee to Trust Application, shall be the date of approval by the Secretary of the Interior.

Section 4: That the effective date of the provisions of said Coconut Creek Fee to Trust Lands Mitigation Agreement pertaining to Annual Tribal Contribution, One-Time Payment, and withdrawal of City's objections to Fee to Trust Application shall be effective the date said Agreement is fully executed by both parties.

Section 5: That this Resolution shall be in full force and effect immediately upon its passage and adoption.

Adopted this 27th day of January, 2011 on a motion by Vice Mayor Sarbone and seconded by Commissioner Gerber.

Ayes	5
Nays	0
Absent or Abstaining	0

Lisa K. Aronson, Mayor

Attest:

Barbara S. Price, MMC
City Clerk

Aronson	Aye
Sarbone	Aye
Gerber	Aye
Tooley	Aye
Belvedere	Aye

City Clerk/Common/Documents/2011Resolutions

COCONUT CREEK FEE TO TRUST LANDS MITIGATION AGREEMENT

THIS Coconut Creek Fee To Trust Lands Mitigation Agreement, (hereinafter "Agreement") made and entered into this 27th day of January, 2011, by and between the CITY OF COCONUT CREEK, a municipal corporation of the State of Florida (hereinafter "CITY"), and the SEMINOLE TRIBE OF FLORIDA, a federally-recognized Indian tribe organized pursuant to Section 16 of the Indian Reorganization Act of 1934 (hereinafter "STOF"):

WHEREAS, CITY and STOF are concerned with the health and general welfare of the residents of the CITY and the STOF tribal members; and

WHEREAS, STOF filed an application for a Planned MainStreet Development District (PMDD) with CITY, detailing its future development plans for the properties within the CITY that are owned or controlled by STOF as more fully described in Exhibit A, which CITY has approved (Coconut Creek Lands); and

WHEREAS, as part of its PMDD application, STOF has requested abandonment of N. W. 40th Street, which CITY has approved; and

WHEREAS, the lands owned or controlled by STOF and N. W. 40th Street constitute the "Coconut Creek Fee to Trust Lands" as more fully described in Exhibit B; and

WHEREAS, as part of the approved PMDD, STOF has proposed various improvements designed to ameliorate the impacts of its proposed development plans for the Coconut Creek Fee to Trust Lands on CITY and the impacts upon the residents of the CITY; and

RECEIVED
MAR - 7 2011
BY: City Attorney

RECEIVED
MAR 07 2011
CITY OF COCONUT CREEK
CITY CLERK

WHEREAS, STOF also has applied to the U. S. Department of the Interior, Bureau of Indian Affairs ("BIA") to take the Coconut Creek Fee to Trust Lands identified in Exhibit B into trust for the use and benefit of the STOF; and

WHEREAS, CITY has objected to STOF's application for trust status for the Coconut Creek Fee to Trust Lands; and

WHEREAS, if the BIA takes the Coconut Creek Fee to Trust Lands into trust for the use and benefit of the STOF, said lands will no longer be subject to the jurisdiction of the CITY; and

WHEREAS, on April 7, 2010, the State of Florida and the STOF entered into a **Gaming Compact Between the Seminole Tribe of Florida and the State of Florida (Gaming Compact),** with respect to the operation of Covered Games, as defined therein, on the STOF's Indian Lands as defined by the Indian Gaming Regulatory Act, 25 U.S.C., ss. 2701 *et seq.*, which was affirmatively approved by the Secretary of the Interior and published in the Federal Register on July 6, 2010; and

WHEREAS, STOF, as a responsible sovereign government doing business in the CITY, recognizes that STOF's long-term governmental and business interests are best served by accommodating and resolving the legitimate needs and concerns of residents of the CITY as evidenced by its commitments in the approved PMDD; and

WHEREAS, STOF desires to assure CITY that STOF will honor its commitments evidenced in the approved PMDD as outlined in this Agreement even if the Coconut Creek Fee to Trust Lands are ultimately taken into trust;

WHEREAS, this Agreement represents a good faith concerted and negotiated effort on the part of CITY and STOF to achieve a positive and constructive resolution of significant issues that

could have otherwise negatively impacted the goals and obligations as between CITY and STOF to the detriment of both parties and the residents of the CITY and STOF tribal members; and

WHEREAS, this Agreement reflects an enhancement of the relationship between the CITY and STOF, and a continuing desire by CITY and STOF to take a proactive approach to resolve issues for the benefit of the residents of the CITY and STOF tribal members;

NOW THEREFORE, each party hereto agrees that good and valuable consideration has been given and received by such party as consideration for entering into this Agreement, the adequacy and sufficiency of which the parties hereby acknowledge, and further in consideration of the mutual terms, conditions, promises, covenants, and payments hereinafter set forth, CITY and STOF agree as follows:

DEFINITIONS

"Baseline Net Win" means the average Net Win for the previous three (3) years that the payment is first made to the City of Coconut Creek under Paragraph A. 3 (a) of this Agreement.

"Class III Gaming Activities" means the forms of Class III gaming defined in 25 U.S.C. s. 2703(8) and by the regulations of the National Indian Gaming Commission.

"Coconut Creek Casino" means the existing casino and accessory uses on STOF Trust Land, on the south side of N. W. 40th Street, and not a part of the Seminole PMDD.

"Covered Games" or "Covered Gaming Activity" means the Class III gaming activities included in the definitions in the *Gaming Compact.*

"DRI" means the Commerce Center of Coconut Creek Development of Regional Impact.

"Fee to Trust Lands" means the approximately 47 acres for which the STOF has a pending Application for Trust Status, including tracts B, C, D, G, H, portions of Tract 66 and a portion of NW 40th Street.

"Gaming Compact" means the Gaming Compact Between the Seminole Tribe of Florida and the State of Florida, executed April 7, 2010.

"MainStreet Design Standards" means the MainStreet Design Standards adopted by the City of Coconut Creek, dated December 9, 2004, and amended November 13, 2008.

"Municipal Service Provider Agreement" means the Intergovernmental Agreement ("IGA") entered into between the City of Coconut Creek and the STOF dated September 10, 1999, as interlineated on April 19, 2000, and May 11, 2000, and amended on October 12, 2006.

"Net Win" means the total receipts from the play of all Covered Games less all prize payouts and free play or promotional credits issued by the Tribe at the Coconut Creek Casino or any gaming facility operated by STOF located within the municipal boundaries of the City of Coconut Creek.

"PMDD" means the Seminole Planned Mainstreet Development District for the Seminole Tribe of Florida dated 1/27/2011 MC., over property owned or controlled by the STOF, generally described as a portion of Tract 66, Block 89 of the Palm Beach Farms Plat, Tracts C, D, G, H and a portion of Tract B of the Commerce Center of Coconut Creek Plat (Plat Book 131, Page 30, Broward County), AND A PORTION OF N.W. 40TH ST. MC. consisting of approximately ~~44.015~~ 45.65 acres. MC.

"Secretary" means the Secretary of the Interior

"Tract 65" means Tract 65, Block 89 of the Palm Beach Farms Plat No. 3 as recorded in Plat Book 2, Pages 45-54, of the Public Records of Palm Beach County.

"Trust Lands" means property held in trust by the Bureau of Indian Affairs for the benefit of the STOF.

A. STOF OBLIGATIONS AND COMMITMENTS

1. Until the Coconut Creek Fee to Trust Lands are taken into trust, STOF agrees to comply with the approved PMDD, other development approvals, and other CITY rules and regulations applicable to the Coconut Creek Fee to Trust Lands.

2. Once the Coconut Creek Fee to Trust Lands are taken into trust, and all opportunities to challenge same have expired, and any challenges thereto have been resolved in favor of STOF, STOF agrees to:

a. **PMDD Related Obligations**

Comply with the MainStreet Design Standards as modified by the approved PMDD including specifically the height limitations, development densities, off-site improvements, approved levels of service, and emergency vehicle access requirements as set forth in the approved PMDD. The STOF shall have the flexibility to otherwise modify its plans, phasing or scope to meet economic and constructability considerations provided that such modifications do not exceed the height limitations, development densities, offsite improvements, approved levels of service, and compromise emergency vehicle access requirements as set forth in the approved PMDD. However, further modifications to the MainStreet Design Standards, as modified by the approved PMDD, shall be limited to those necessary to meet constructability considerations and shall be approved in writing by CITY prior to becoming effective, which approval shall not be unreasonably withheld.

b. **Emergency Services Operations**

Plan for and install as part of the construction of the hotel authorized in the PMDD, Emergency Communications infrastructure consisting of antennas, repeaters, or other communications equipment. Specifications shall be recognized industry standards, as approved by the CITY Manager and STOF. At a minimum, STOF shall provide an 8 foot x 8 foot space on the roof area of the hotel, or other mutually agreed upon location with a line of sight to City Hall, to install antennas, and a 10 foot x 10 foot IDF space or separate room on one of the very top floors to hold the electronics cabinets. CITY will be required to obtain a permit from STOF before actual installation of Emergency Communications infrastructure. Said permit shall not be unreasonably withheld. Further, the City acknowledges that said permit may require approval from the BIA pursuant to 25 CFR Part 169. The STOF shall undertake reasonable good faith efforts to secure said approval or a determination that such approval is not required as part of the trust application and approval of trust status for the Coconut Creek Fee to Trust Lands, or as otherwise upon the Effective Date or as soon thereafter as possible.

STOF shall establish an Emergency Management Plan with the CITY to facilitate return to normal operations of the CITY after a declared emergency. The hotel shall be considered an alternate Emergency Operations Center (EOC) should the CITY's Primary and Secondary EOCs become inoperable as a result of the declared emergency. STOF shall make the first floor of rooms in the hotel available, as may be practical, for the CITY to conduct Emergency Operations. STOF shall make hotel rooms available, as may be practical, to house CITY employees during recovery efforts. The STOF shall have a right to reasonable reimbursement for such costs and expenses. The Primary EOC is currently located at the CITY Hall at 4800 W. Copans Road, Coconut Creek,

Florida. The Secondary EOC is currently located at the Community Center, 1100 Lyons Road, Coconut Creek, Florida.

c. Ensure that any proposed development on the existing Trust Land (Tract 65) does not cause development on the Coconut Creek Fee to Trust Lands to become inconsistent with the provisions of Paragraph A.1. or A.2.a of this Agreement.. In addition, STOF agrees to limit the number of customer parking spaces on the existing Trust Land (Tract 65) to no more than 10 spaces.

3. **Annual Tribal Contribution.** To assist the CITY in defraying the costs and expenses which the CITY will incur as a result of the Coconut Creek Fee to Trust Lands being taken into trust and the anticipated impacts of the development to occur thereon, the Seminole Tribe shall make an Annual Tribal Contribution to the CITY for so long as gaming is conducted on any of STOF's trust lands within the boundaries of CITY, pursuant to the terms set forth in sections a. through c. below,

a. Payments

The STOF shall pay the CITY a pro-rated annual amount of $2,750,000.00 payable in twelve (12) equal monthly installments. Twelve months after commencement of the Annual Tribal Contribution of $2,750,000.00, the payment shall be adjusted annually based on the then current Consumer Price Index, U.S. Department of Labor, All Urban Consumers, Miami/Fort Lauderdale area ("CPI") which shall be calculated in accordance with Exhibit "C" attached hereto.

b. Commencement of Payments.

The first payment will be due the first day of the month after the Coconut Creek Fee to Trust Lands have been taken into trust and all opportunities to challenge same have expired, and all challenges have been resolved in favor of the STOF.

c. **Reduction of Payment**

Payments to the CITY shall be reduced corresponding to a reduction in Net Win. For purposes of this Agreement, "Net Win" is defined to mean the total receipts from the play of all Covered Games less all prize payouts and free play or promotional credits issued by the Tribe at the Coconut Creek Casino or any gaming facility operated by STOF located within the municipal boundaries of CITY. "Covered Games" or "Covered Gaming Activity" means the Class III gaming activities included in the definitions in the *Gaming Compact.*

If Net Win drops ten percent (10%) or more below Baseline Net Win, payments to the CITY shall be reduced by two (2) times the percentage that the Net Win drops below the Baseline Net Win. If Net Win drops fifty percent (50%) or more below Baseline Net Win, payments to the CITY shall be reduced to zero. "Baseline Net Win" is defined as average Net Win for the previous three (3) years that the payment is first made to the CITY under Paragraph A.3 a. above.

As long as the Net Win remains ten percent (10%) or more below the Baseline Net Win, calculations will be performed every year to determine the payment for the following year. If the STOF's annual Net Win subsequently equals or exceeds the Baseline Net Win, then the STOF's payments due to the CITY shall return to the CPI adjusted amount and be paid without any reduction, but may be reduced again under the provisions set forth above.

4. **<u>One Time Payment.</u>**

However, if the Annual Tribal Contribution described in Paragraph A.3.a. and A.3.b. is not paid to CITY by STOF within three (3) years from the date of the execution of this Agreement, then the STOF agrees within thirty (30) days of the third (3rd) anniversary of the execution of this Agreement to pay to the CITY a one-time payment in the amount of Three Million

Dollars (**$3,000,000.00**) in consideration for the CITY's performance of its obligations pursuant to this Agreement to that date and in consideration for the CITY's release of the STOF's obligation to purchase a minimum five acre parcel for the CITY as set forth in Paragraph 3.2. of the Municipal Service Provider Agreement between the parties hereto dated September 10, 1999, as interlineated on April 19, 2000 and May 11, 2000 and as amended on October 12 2006. In the event the Coconut Creek Fee to Trust Lands are subsequently taken into Trust by the BIA after the three (3) year period set forth above, and the other provisions contained in Paragraph A.3.b. have been met, the payment provisions set forth in Paragraph A.3. above shall commence.

5. **Educational Foundation or Trust Fund.**

a. STOF and CITY shall sponsor an educational foundation or trust fund for the benefit of Coconut Creek residents, students of Coconut Creek public schools, or children of employees of the City. The STOF and the City agree that one eleventh of the Annual Tribal Contribution required under Paragraph A.3. above shall be paid directly to the foundation or trust fund. The purposes of the foundation or trust fund shall be to provide after school tutoring programs for elementary students, college test preparation courses for high school students, college academic and leadership scholarships and/or any other educational programs that the Board of Trustees of the foundation or trust decide that benefit the residents, students of Coconut Creek public schools, or children of employees of the City. The foundation or trust fund Board of Directors will consist of two (2) members designated by STOF, two (2) members designated by the Coconut Creek City Commission, and one (1) appointed educator, who shall be selected by the four appointed Board members. Such educator shall be employed by an educational institution located within the City of Coconut Creek.

b. In addition, STOF may, in its sole discretion, hold an annual fund-raising event for the foundation or trust fund at the Casino at no cost to the foundation or trust fund.

B. CITY OBLIGATIONS AND COMMITMENTS

1. In addition to all the other obligations and commitments set forth in this Agreement, and as consideration for the STOF Obligations and Commitments, CITY agrees to provide to the Coconut Creek Fee to Trust Lands the same services under the same terms and conditions as it provides to Tract 65, pursuant to the Municipal Service Provider Agreement, dated September 10, 1999, as interlineated on April 19, 2000, and May 11, 2000, and amended on October 12, 2006. Theses services are specifically those enumerated in Sections 1.1 of said Agreement, entitled "Water and Wastewater Services", Section 1.2 of said Agreement, entitled "Fire, Fire Rescue and Emergency Medical Services", Section 1.3 of said Agreement as amended, entitled "Police Services", and Section 1.4 of said Agreement, entitled "Garbage, Recycling and Construction and Demolition Debris".

2. CITY and STOF acknowledge that STOF has pending an Application for Trust Status (Trust Application") for approximately 47 acres (Coconut Creek Fee to Trust Lands) with the BIA. In specific consideration for the mutual terms, conditions, promises, covenants, payments, and improvements set forth in this Agreement, the CITY within thirty (30) days after the execution of this agreement agrees to formally withdraw all of its negative comments and objections to the STOF Trust Application and the proposed development plans and execute a letter to the BIA supporting the STOF Trust Application and proposed development plans as subject to the terms and

conditions of this Agreement. Furthermore, the CITY shall submit to the BIA a Resolution supporting the STOF Trust Application as subject to the terms and conditions of this Agreement and agrees to attend any meetings with BIA as reasonably requested by the STOF. The CITY agrees to execute in a timely manner any agreement and documents required by BIA that fulfill the goals and objectives of this Agreement. The CITY agrees to act in good faith in support of and further agrees to do nothing that would delay or impede in any way, the timely processing of the STOF Trust Application as subject to the terms and conditions of this Agreement.

3. CITY shall agree to reasonable use by STOF of City's rights of way for stormwater drainage from the Commerce Center of Coconut Creek, including the Coconut Creek Fee to Trust Lands subject to the CITY's reasonable requirements.

4. CITY acknowledges that all necessary rights-of-way and/or easements to construct the roadway and landscape improvements and enhancements enumerated in the approved PMDD are not currently in public ownership. CITY agrees that it shall have the sole responsibility to acquire such rights-of-way and easements, and shall not look to STOF for right-of-way/easement acquisition. The CITY further agrees that STOF shall not be responsible to construct the roadway and landscape improvements and enhancements in the approved PMDD unless the right-of-way/easement for such roadway and landscape improvements and enhancements has been dedicated by the property owner to the CITY or acquired by CITY or is otherwise available for construction. In the event all of the required right-of-way/easements have not come into public ownership, at the direction of the CITY, STOF shall be required to construct only that portion of the roadway and landscape improvements and enhancements on the available public right-of-way/easement. The CITY further agrees that STOF shall not be responsible for the permitting application fees for:

i. the roadway and landscape improvements and enhancements

ii. the relocation of any canals or wetland mitigation for potential wetland impacts associated with the construction of roadway and landscape improvements and enhancements. CITY recognizes that adjoining property owners are obligated to dedicate right-of-way for roadway and landscape improvements, pursuant to Ordinance No. 2010-006 approving the MainStreet Development of Regional Impact (DRI).

5. CITY agrees to the renaming of streets and to allow off-site and on-site directional signage and identifying signage for the STOF property on U.S. 441/SR 7, Lyons Road, Sample Road, Banks Road, Cullum Road, and Wochna Boulevard at time of construction of improvements on these roads as permitted by County or State agencies. STOF shall be permitted to place signs directing traffic to U.S. 441/SR 7, Lyons Road, Sample Road, Banks Road, Cullum Road, and Wochna Boulevard on STOF property.

6. The CITY agrees to support the STOF's application for abandonment of 40th Street with Broward County.

7. Prior to the Coconut Creek Fee to Trust lands going into trust, the CITY agrees to timely respond to all permitting requests by the STOF for the PMDD and related Site Plans within applicable Florida Statutes and CITY ordinances.

8. The CITY agrees that payments received from the STOF under the terms of this Agreement will be used for improvements within the MainStreet Regional Activity Center and any other expenses or improvements to mitigate the impacts of the lands going into Trust to the extent permitted by applicable law.

C. VALIDITY OF MUNICIPAL SERVICE PROVIDER AGREEMENT BETWEEN THE CITY OF COCONUT CREEK AND THE SEMINOLE TRIBE OF FLORIDA

1. The CITY and STOF hereby recognize an Intergovernmental Agreement (IGA) titled as a Municipal Service Provider Agreement, entered into between the CITY of Coconut Creek and the Seminole Tribe of Florida, dated September 10, 1999, as interlineated on April 19, 2000, and May 11, 2000, and amended on October 12, 2006. The CITY and STOF hereby acknowledge and agree that the IGA known as the Municipal Service Provider Agreement, as interlineated and amended remains in full force and effect between the parties thereto, and is not amended, repealed, replaced, altered, adjusted, modified, superseded, or revised by any term or condition of this Agreement. Notwithstanding the foregoing, upon receipt by the CITY of the first payment of the initial Tribal Annual Contribution under Paragraph A.3.or the onetime payment under Paragraph A.4, the CITY shall release STOF from its obligation to purchase a minimum five acre parcel for the CITY as set forth in Paragraph 3.2. of the Municipal Service Provider Agreement between the parties hereto dated September 10, 1999, as interlineated on April 19, 2000 and May 11, 2000 and as amended on October 12 2006.

D. MISCELLANEOUS

1. ***Limited Waiver of Sovereign Immunity.***

a. Pursuant to Tribal Council Resolution No. C-154-11 adopted pursuant to Tribal Ordinance C-01-95 a copy of which is attached hereto as Exhibit D, the STOF agrees to a limited waiver of its sovereign immunity as follows:

i) The limited waiver shall be based solely upon a claim by the CITY that the STOF has materially breached its obligations under the terms and conditions of this Agreement.

ii) The limited waiver may only be asserted by the CITY. It shall not be assignable.

iii) The limited waiver shall not be effective unless and until the parties have first exhausted the dispute resolution procedures hereinafter set forth in Paragraph D.1.b.

iv) The limited waiver shall be limited to declaratory and injunctive relief, as well as actual damages that have been incurred through the date of any claim asserted including without limitation any Annual Tribal Contribution owed by STOF to CITY. The limited waiver of sovereign immunity shall not pertain to any claim for punitive damages nor shall it pertain to any claim in excess of those set forth in Florida state law for the state and its agencies and subdivisions.

b. The limited waiver of sovereign immunity hereunder shall be conditioned upon the following procedures designated to encourage dispute resolution. The parties shall attempt to resolve their dispute by negotiating in good faith for a period not to exceed thirty (30) days with each other with a view towards resolving their dispute voluntarily. If the voluntary efforts of the parties at direct negotiations fail, the parties shall then submit the dispute to mediation by a mediator to be approved by both parties. Any individual appearing on the mediator list of both parties shall be deemed acceptable for the purpose of mediation; otherwise, the parties shall negotiate with one another in good faith in an effort to select a mediator with consent to the selection of the mediator not to be unreasonably withheld. Such mediation shall take place within

thirty (30) days after written notice from one party to the other of the failure of voluntary negotiations between the parties. **Under no circumstances will the mediation operate as a waiver of tribal sovereign immunity.**

c. In the event that the STOF is charged with a breach of this Agreement, and all other conditions precedent to the assertion of a claim or the filing of suit have been met in full, the complaint or charging document filed by the CITY shall set forth each and every fact and shall include, by way of attachment, each and every document upon which its allegations of breach are predicated. Each and every allegation contained in the complaint or charging document must be verified under oath. For this purpose, the STOF hereby expressly and unequivocally waives the sovereign immunity of the STOF for the limited purpose of enforcing and/or resolving disputes arising under this Agreement, and as specifically limited and set forth in this Agreement, all in accordance with the provisions set forth in Tribal Council Resolution No. C-154-11 and Ordinance No. C-01-95 enacted by the Tribal Council of the STOF, and consents to the jurisdiction of the United States District Court for the Southern District of Florida and the courts of the Seventeenth Judicial Circuit in and for Broward County, Florida, and the federal and state courts having appellate jurisdiction thereover, (collectively the "Courts") or agrees to ~~non~~ binding arbitration in the event such courts are unable or unwilling to accept jurisdiction with respect to any dispute, enforcement or collection matter arising thereunder, and further waives any requirement for exhaustion of remedies in any court or forum of the STOF. Any such binding arbitration shall be enforced in the Courts. The STOF hereby expressly agrees not to plead in any legal proceeding or use the defense or defenses/affirmative defenses of immunity in any legal proceeding or arbitration

involving the STOF or the CITY, brought by the CITY to enforce the terms and conditions of this Agreement.

d. The law governing this Agreement shall be the applicable laws of the United States of America.

e. Under no circumstances will an award of damages make available to the CITY access to any tribal assets which are not otherwise available as a matter of applicable federal law. Additionally, nothing contained herein shall be read to constitute a pledge of assets or an agreement to allow levy and execution against any specific asset of the Seminole Tribe of Florida in the event that a judgment is rendered against the Seminole Tribe of Florida.

f. Nothing in this Section is intended to expand the STOF's tort liability beyond that set forth in the *Gaming Compact.*

2. ***Notices.*** All notices or other communications provided for by this Agreement shall be made in writing and shall be deemed properly delivered by the mailing of such notices to the parties entitled thereto, via certified mail, return receipt requested, postage prepaid to the parties at the following addresses (or to such other addresses designated in writing by one party to the other):

Seminole Tribe
Chairman
Seminole Tribe of Florida
6300 Stirling Road
Hollywood, FL 33024

With copy to:

Casino Manager
Seminole Casino Coconut Creek
5550 NW 40th Street
Coconut Creek, FL 33073

With copy to:

Coconut Creek
Mayor
City of Coconut Creek
4800 West Copans Road
Coconut Creek, FL 33063

With copy to:

City Manager
City of Coconut Creek
4800 West Copans Road
Coconut Creek, FL 33063

With copy to:

General Counsel
Seminole Tribe of Florida
6300 Stirling Road
Hollywood, FL 33024

City Attorney
City of Coconut Creek
4800 West Copans Road
Coconut Creek, FL 33063

3. ***Waivers.*** A waiver of any breach of any provision of this Agreement shall not constitute or operate as a waiver of any other breach of such provision or of any other provisions, nor shall any failure to enforce any provision hereof operate as a waiver of such provision or of any other provisions.

4. ***Negotiations and Drafting.*** This Agreement has been negotiated and drafted by all parties hereto and shall not be more strictly construed against any party because of such party's preparation of this Agreement. All parties to this Agreement have been represented by their respective counsel. The parties hereto acknowledge having read this Agreement and discussed the terms of this Agreement with their respective counsel and that the approval and execution of this Agreement has been made freely and voluntarily with full knowledge of its legal effect. In the event it becomes necessary for any reason to construe this Agreement as permitted by the rules of evidence or the appropriate court, this Agreement will be construed as being jointly prepared and drafted by all parties hereto.

5. ***Survivability and Assignment.*** All of the terms, conditions, provisions, and representations contained in this Agreement shall survive and transcend the execution of this Agreement. The CITY and the STOF, their officers, agents and employees, hereby agree to abide by the terms of this Agreement.

6. ***Incorporation of Whereas clauses.*** The CITY and the STOF agree that the Whereas clauses at the beginning of this Agreement are true and correct, and are hereby incorporated by reference into this Agreement.

7. ***Total Agreement and Amendments.*** The herein Agreement including all Whereas clauses and exhibits referenced therein constitutes and contains the entire Agreement as between the parties. There are no representations, premises or undertakings between the parties other than expressly set forth herein. The parties agree that no amendments or modifications of any of the terms of this Agreement shall be valid unless in writing and executed with the same formalities as this Agreement.

8. ***Execution.*** This Agreement shall be executed in quadruple and each such executed Agreement shall be deemed to be an original.

9. ***Severability.*** Should any part, term or provision of this Agreement, or any document required herein to be executed, be declared invalid, void or unenforceable, by the Secretary of the Interior and a state or federal court of competent jurisdiction, all remaining parts, terms and provisions thereof shall remain in full force and effect and shall in no way be invalidated, impaired or affected thereby provided that severing the invalidated part, term or provisions does not undermine the overall intent of the parties in entering this Agreement.

10. ***Final Effective Date of Agreement.***

a. Except as set forth in Paragraph D.11. below, this Agreement shall become effective (the "Final Effective Date") upon the date the Secretary of the Interior approves this Agreement pursuant to 25 USC §81 and its implementing regulations or advises STOF that such approval is not

required, either for reason that the Agreement is not "covered" by § 81 because it does not provide for "encumbrances" as defined by 25 CFR § 84.002 or for any other reasons.

b. The STOF shall undertake reasonable efforts, in consultation with the CITY, to secure said approval or in the absence of said approval, to secure a written determination from the Secretary of the reasons he has determined that said approval is not required. Such reasons may include a determination that the Agreement is not "covered" by §81, as well as a statement that, because of that determination approval under § 81 is not required. In addition, in the event of a determination by the Secretary that § 81 approval of this Agreements is not required, the STOF shall undertake reasonable efforts, in consultation with the CITY, to have included in any written determination from the Secretary a statement that the provisions of § 81 will not affect the validity of the provisions of this Agreement from that time forward, including the time after the land is taken into trust. If the Secretary determines that §81 approval is required, but objects to provisions of this Agreement or disapproves this Agreement, the CITY and STOF will negotiate in good faith to resolve the objections and resubmit this Agreement for approval. In that event, the STOF shall not transfer title to the Coconut Creek Fee to Trust Lands to the United States of America until such time as § 81 approval is obtained.

11. ***Initial Effective Date of Agreement.*** Notwithstanding the provisions of Paragraph 10 above, Paragraphs A.1, A.3, A.4, B.2, B.3, B.4, B.5, B.6, B.7 C.1 and D with the exception of D.10.a of this Agreement shall be effective ("Initial Effective Date") on the date this Agreement is fully executed by both parties. None of the provisions referenced in this Paragraph D.11. constitute an "encumbrance" as defined by 25 CFR § 84.002. Further, the provisions of this Paragraph D.11.

shall constitute an enforceable agreement between the parties hereto separate and apart from this Agreement and shall not be affected in any manner by any disapproval of this Agreement by the Secretary pursuant to 25 U.S.C. § 81 or otherwise.

12. ***Titles to Paragraphs.*** The title of each paragraph in this Agreement is for purposes of clarity and ease of reading only.

13. ***Prevailing Party.*** The non-prevailing party shall be liable to the prevailing party for all costs, expenses, attorneys' fees and damages at the trial and appellate level, up to and including the U.S. Supreme Court, which may be incurred or sustained by the prevailing party by reason of the non-prevailing party's breach of any of the provisions of this Agreement.

14. ***Authorization.*** The STOF and the CITY represent and warrant that each has the full power and authority to execute this Agreement and perform its obligations in accordance with the terms and conditions hereof, and that the representatives executing this Agreement on behalf of each party are duly and fully authorized to so execute and deliver this Agreement.

a. The STOF has authorized its Chairman to execute this Agreement by the adoption of Resolution C-154-11 adopted 1/24/11, a copy of which is attached hereto as Exhibit D.

b. The CITY has authorized its officers to execute this Agreement by the adoption of Resolution No. 2011-09 adopted 1/27/11 a copy of which is attached hereto as Exhibit E.

15. ***Best Efforts.*** The parties agree that they shall devote their best efforts to the fulfillment of their respective duties and obligations hereunder in accordance with the provisions of this Agreement.

16. ***Law to Govern.*** This Agreement shall be governed by the applicable laws of the United States of America and Tribal Ordinance C-01-95.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their authorized representatives and delivered as of the day and year first above written.

(REMAINDER OF PAGE INTENTIONALLY BLANK)

SEMINOLE TRIBE OF FLORIDA:

BY: _____ *Date:* _____
Mitchell Cypress, as its Chairman
Of the Tribal Council

Attest: _____
Secretary

THE CITY OF COCONUT CREEK, FLORIDA:

BY: _____ *Date:* January 27, 2011
David Rivera, City Manager

Attest: _____
Barbara S. Price, MMC
City Clerk

Approved as to legal form:

BY: _____ *Date:* January 27, 2011
per Paul S. Stuart, City Attorney
NANCY A. COUSINS

N:\City Attorney\NCousins\Documents\City Manager\Seminole Tribe\Trust Status Negotiations\Mitigation Agreement 01-24-11 Clean Final.doc

[INSERT APPROPRIATE SECRETARIAL APPROVAL FORM PER 25 USC § 81]

EXHIBIT A

PMDD LEGAL DESCRIPTION:

ALL OF TRACT "C", TRACT "D" AND TRACT "G", COMMERCE CENTER OF COCONUT CREEK, PLAT BOOK 131, PAGE 30, BROWARD COUNTY RECORDS, FLORIDA. CONTAINING 22.409 ACRES MORE OR LESS.

TOGETHER WITH:
TRACT "H", COMMERCE CENTER OF COCONUT CREEK, PLAT BOOK 131, PAGE 30, BROWARD COUNTY RECORDS, FLORIDA. LESS FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY, PARCEL 118 AS SHOWN ON FDOT SECTION MAP #86100-2531, DESCRIBED AS FOLLOWS:

LESS AND EXCEPTING:
THAT PART OF TRACT "H" COMMERCE CENTER OF COCONUT CREEK, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 131, PAGE 30 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, LYING IN SECTION 18, TOWNSHIP 48 SOUTH, RANGE 42 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID TRACT "H"; THENCE RUN SOUTH 00° 50'59" EAST ALONG A NON-VEHICULAR ACCESS LINE AND THE WEST LINE OF SAID TRACT "H", A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89°30'20" EAST ALONG A LINE 20.00 FEET SOUTH OF AND PARRALLEL WITH THE NORTH LINE OF SAID TRACT "H", A DISTANCE OF 72.17 FEET; THENCE SOUTH 01°57'54" EAST, A DISTANCE OF 159.66 FEET TO A POINT ON A CURVE CONCAVE WESTERLY, HAVING A CHORD BEARING OF SOUTH 09°51'32" WEST; THENCE SOUTHWESTERLY ALONG SAID CURVE, HAVING A RADIUS OF 136.00 FEET, THROUGH A CENTRAL ANGLE OF 23°38'52", AN ARC DISTANCE OF 56.13 FEET TO THE END OF SAID CURVE; THENCE SOUTH 21°40'58" WEST, A DISTANCE OF 130.76 FEET TO A POINT ON A CURVE CONCAVE EASTERLY, HAVING A CHORD BEARING OF SOUTH 09°39'02" WEST; THENCE SOUTHERLY ALONG SAID CURVE, HAVING A RADIUS OF 128.00 FEET, THROUGH A CENTRAL ANGLE OF 24°03'53", AN ARC DISTANCE OF 53.76 FEET TO THE END OF SAID CURVE; THENCE SOUTH 02°22'55" EAST, A DISTANCE OF 183.48 FEET TO A POINT ON A CURVE CONCAVE NORTHEASTERLY, HAVING A CHORD BEARING OF SOUTH 19°32'41" EAST; THENCE SOUTHERLY AND EASTERLY ALONG SAID CURVE, HAVING A RADIUS OF 60.00 FEET, THROUGH A CENTRAL ANGLE OF 34°19'32", AN ARC DISTANCE OF 35.94 FEET TO THE END OF SAID CURVE; AND A POINT ON SAID NON-VEHICULAR ACCESS LINE; THENCE NORTH 47°10'36" WEST ALONG SAID NON-VEHICULAR ACCESS LINE, A DISTANCE OF 19.59 FEET TO A POINT ON THE WEST LINE OF SAID TRACT "H" AND THE BEGINNING OF A CURVE CONCAVE EASTERLY, HAVING A CHORD BEARING OF NORTH 02°28'39" WEST; THENCE NORTHERLY ALONG SAID NON-VEHICULAR ACCESS LINE AND SAID WEST LINE OF TRACT "H", HAVING A RADIUS OF 4228.28 FEET, THROUGH A CENTRAL ANGLE OF 02°57'20", AN

ARC DISTANCE OF 218.11 FEET TO THE END OF SAID CURVE; THENCE NORTH 00°59'59" WEST ALONG SAID NON-VEHICULAR ACCESS LINE AND SAID WEST LINE OF TRACT "H", A DISTANCE OF 373.51 FEET TO THE POINT OF BEGINNING. CONTAINING 0.500 ACRE, MORE OR LESS.

SAID LANDS CONTAINING A NET ACREAGE OF 13.245 ACRES, MORE OR LESS.

TOGETHER WITH:
THE EAST HALF (E1/2) OF THE NORTH 122.00 FEET OF TRACT 66, BLOCK 89, "PALM BEACH FARMS COMPANY PLAT No. 3", PLAT BOOK 2, PAGES 45-54, PALM BEACH COUNTY RECORDS, FLORIDA. CONTAINING 0.896 ACRES MORE OR LESS.

TOGETHER WITH:
A PORTION OF TRACT "B", COMMERCE CENTER OF COCONUT CREEK, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 131, PAGE 30 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEASTERLY CORNER OF SAID TRACT "B"; THENCE RUN SOUTH 89°37'19" WEST ALONG THE NORTHERLY LINE OF SAID TRACT "B" FOR 926.36 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL; THENCE SOUTH 00°25'15" EAST FOR 406.28 FEET; THENCE SOUTH 89°34'45" WEST FOR 41.00 FEET; THENCE SOUTH 00°25'15" EAST, FOR 316.57 FEET; THENCE SOUTH 89°28'23" EAST FOR 133.45 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG A CIRCULAR CURVE TO THE LEFT HAVING A RADIUS OF 342.00 FEET AND A CENTRAL ANGLE OF 24°37'19" FOR AN ARC DISTANCE OF 146.97 FEET TO A POINT OF REVERSE CURVATURE; THENCE NORTHEASTERLY ALONG A CIRCULAR CURVE TO THE RIGHT HAVING A RADIUS OF 354.00 FEET AND A CENTRAL ANGLE OF 2°54'07" FOR AN ARC OF DISTANCE OF 17.93 FEET; THENCE SOUTH 00°25'15" EAST FOR 131.88 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID TRACT "B"; THENCE NORTH 89°28'23" WEST, ALONG A LINE THAT IS 60.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 48 SOUTH, RANGE 42 EAST, FOR 68.46 FEET; THENCE NORTH 85°39'32" WEST FOR 180.40 FEET; THENCE NORTH 89°28'23" WEST, FOR 313.77 FEET; THENCE NORTH 00°31'37" EAST, FOR 90.37 FEET, TO A POINT ON THE NEXT DESCRIBED CURVE, SAID POINT BEARS SOUTH 35°30'35" WEST, FROM THE RADIUS POINT OF SAID CURVE; THENCE NORTHWESTERLY, NORTHERLY AND NORTHEASTERLY, ALONG A CIRCULAR CURVE TO THE RIGHT, HAVING A RADIUS OF 235.00 FEET AND A CENTRAL ANGLE OF 53°28'56" FOR AN ARC DISTANCE OF 219.36 FEET TO A POINT OF TANGENCY; THENCE NORTH 01°00'29" WEST, FOR 205.01 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY, ALONG A CIRCULAR CURVE TO THE LEFT, HAVING A

RADIUS OF 4,402.28 FEET AND A CENTRAL ANGLE OF O4°08'O2" FOR AN ARC DISTANCE OF 317.62 FEET (THE LAST SEVEN COURSES BEING COINCIDENT WITH PORTIONS OF THE SOUTHERLY AND THE WESTERLY LINES OF SAID TRACT "B"); THENCE NORTH 89°37'19" EAST, PARALLEL TO THE NORTHERLY LINE OF SAID TRACT "B", FOR 422.34 FEET TO THE POINT OF BEGINNING. CONTAINING 7.466 ACRES MORE OR LESS.

TOGETHER WITH:
A PORTION OF NORTHWEST 40TH STREET, ACCORDING TO THE PLAT OF COMMERCE CENTER OF COCONUT CREEK, AS RECORDED IN PLAT BOOK 131, PAGE 30, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF TRACT "H" AND THE NORTH LINE OF NORTHWEST 40TH STREET, ACCORDING TO THE PLAT OF COMMERCE CENTER OF COCONUT CREEK AS RECORDED IN PLAT BOOK 131, PAGE 30, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE ALONG THE SOUTH BOUNDARY OF SAID TRACT "H" AND "G" AND THE NORTH LINE OF SAID NORTHWEST 40TH STREET FOR THE FOLLOWING FOUR (4) COURSES: NORTH 89°37'15" EAST, A DISTANCE OF 260.70 FEET; THENCE NORTH 00°50'43" WEST, A DISTANCE OF 15.00 FEET; THENCE NORTH 89°37'15" EAST, A DISTANCE OF 1123.56 FEET; THENCE NORTH 44°36'00" EAST, A DISTANCE OF 42.44 FEET;

THENCE LEAVING SAID SOUTH LINE OF TRACT "G", PROCEED SOUTH 05°43'28" EAST, A DISTANCE OF 132.58 FEET TO THE NORTHEASTERLY CORNER OF TRACT "D" OF SAID PLAT OF COMMERCE CENTER OF COCONUT CREEK AND THE SOUTH RIGHT OF WAY LINE OF NORTHWEST 40TH STREET; THENCE CONTINUE ALONG THE NORTH BOUNDARY OF SAID TRACT "D", TRACT "C", AND THE SOUTH RIGHT OF WAY LINE OF NORTHWEST 40TH STREET FOR THE FOLLOWING SIX COURSES: THENCE NORTH 45°24'00" WEST, A DISTANCE OF 42.41 FEET; THENCE SOUTH 89°37'15" WEST, A DISTANCE OF 150.00 FEET; THENCE NORTH 83°32'11" WEST, A DISTANCE OF 100.72 FEET; THENCE SOUTH 89°37'15" WEST, A DISTANCE OF 234.89 FEET; THENCE NORTH 00°25'15" WEST, A DISTANCE OF 15.00 FEET; THENCE SOUTH 89°37'15" WEST, A DISTANCE OF 908.99 FEET TO THE EAST LINE OF STATE ROAD NO. 7 (U.S. 441) AND A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 4228.28 FEET, A CENTRAL ANGLE OF 00°24'29" AND A CHORD BEARING OF NORTH 05°18'41" WEST; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 30.12 FEET TO THE POINT OF BEGINNING.

SAID LANDS CONTAINING 1.634 ACRES MORE OR LESS.

SAID LANDS LYING IN THE CITY OF COCONUT CREEK, BROWARD COUNTY, FLORIDA, CONTAINING A TOTAL OF 45.650 ACRES, MORE OR LESS.

EXHIBIT B

FEE TO TRUST LANDS LEGAL DESCRIPTION:

ALL OF TRACT "C", TRACT "D" AND TRACT "G", COMMERCE CENTER OF COCONUT CREEK, PLAT BOOK 131, PAGE 30, BROWARD COUNTY RECORDS, FLORIDA. CONTAINING 22.409 ACRES MORE OR LESS.

TOGETHER WITH:
TRACT "H", COMMERCE CENTER OF COCONUT CREEK, PLAT BOOK 131, PAGE 30, BROWARD COUNTY RECORDS, FLORIDA. LESS FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY, PARCEL 118 AS SHOWN ON FDOT SECTION MAP #86100-2531, DESCRIBED AS FOLLOWS:

LESS AND EXCEPTING:
THAT PART OF TRACT "H" COMMERCE CENTER OF COCONUT CREEK, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 131, PAGE 30 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, LYING IN SECTION 18, TOWNSHIP 48 SOUTH, RANGE 42 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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ARC DISTANCE OF 218.11 FEET TO THE END OF SAID CURVE; THENCE NORTH 00°59'59" WEST ALONG SAID NON-VEHICULAR ACCESS LINE AND SAID WEST LINE OF TRACT "H", A DISTANCE OF 373.51 FEET TO THE POINT OF BEGINNING. CONTAINING 0.500 ACRE, MORE OR LESS.

SAID LANDS CONTAINING A NET ACREAGE OF 13.245 ACRES, MORE OR LESS.

TOGETHER WITH:
THE EAST HALF (E1/2) OF THE NORTH 122.00 FEET OF TRACT 66, BLOCK 89, "PALM BEACH FARMS COMPANY PLAT No. 3", PLAT BOOK 2, PAGES 45-54, PALM BEACH COUNTY RECORDS, FLORIDA. CONTAINING 0.896 ACRES MORE OR LESS.

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SAID LANDS CONTAINING 1.634 ACRES MORE OR LESS.

SAID LANDS LYING IN THE CITY OF COCONUT CREEK, BROWARD COUNTY, FLORIDA, CONTAINING A TOTAL OF 45.650 ACRES, MORE OR LESS.

EXHIBIT "C"

CALCULATION OF CONSUMER PRICE INDEX
Based on Bureau of Labor Statistics Data

Consumer Price Index – All Urban Consumers

Not Seasonally Adjusted

Miami-Fort Lauderdale, FL Area
Base Period 1982 – 1984 = 100

A) _____*_____ Index _____ - _____

B) _____*_____ Index _____ - _____

C) Change in Index _____

Percent Change (rounded to one decimal)

C ÷ B = % change

D) _____÷_____x_____=_____% or_____

A = The CPI – All Urban Consumers for (*) This Year _____
B = The CPI – All Urban Consumers for (*) Last Year _____

C = Subtract B from A which equals the change in the Raw Index.

D = C ÷ B x 100 = the percentage change for the one year period.

(X) = the payment for the prior year
(Y) = the decimal equivalent of "D"
(Z) = current payment
(*) = Month first payment made under A.3.b.

RE: COCONUT CREEK FEE TO TRUST LANDS MITIGATION AGREEMENT; WAIVER OF SOVEREIGN IMMUNITY

SEMINOLE TRIBE OF FLORIDA
HOLLYWOOD, FLORIDA

RESOLUTION NO. C-154-11

WHEREAS, the Seminole Tribe of Florida is an organized Indian Tribe as defined in Section 16 of the Act of June 18, 1934, as amended; and

WHEREAS, the Tribal Council of the Seminole Tribe of Florida is the governing body of the Seminole Tribe of Florida; and

WHEREAS, the Seminole Tribe of Florida ("Tribe") and the City of Coconut Creek, Florida ("City") have negotiated a proposed Coconut Creek Fee To Trust Lands Mitigation Agreement ("Agreement") to address issues related to the Tribe's application to the U.S. Department of the Interior, Bureau of Indian Affairs ("BIA") to take the Coconut Creek Fee to Trust Lands identified in the Agreement into trust for the use and benefit of the Tribe; and

WHEREAS, the Tribe has filed an application for a Planned MainStreet Development District ("PMDD") with the City, setting forth future development plans for the properties within the City that are owned or controlled by the Tribe as described in the Agreement, which the City is scheduled to consider for approval on January 27, 2011 ("Coconut Creek Lands"); and

WHEREAS, as part of the PMDD application, the Tribe has proposed various improvements designed to ameliorate the impacts of its proposed development plans for the Coconut Creek Fee to Trust Lands on the City; and

WHEREAS, the City has objected to the Tribe's application for trust status for the Coconut Creek Fee to Trust Lands; and

WHEREAS, if the BIA takes the Coconut Creek Fee to Trust Lands into trust for the use and benefit of the Tribe, said lands will no longer be subject to the jurisdiction of the City; and

WHEREAS, the Tribe desires to assure the City that the Tribe will honor its commitments evidenced in the PMDD, if approved by the City on January 27, 2011 as outlined in the Agreement even if the Coconut Creek Fee to Trust Lands are ultimately taken into trust; and

WHEREAS, the Tribe will assist the City in defraying the costs and expenses which the City will incur as a result of the Coconut Creek Fee to Trust Lands being taken into trust, and the anticipated impacts of the development to occur thereon by making a payment ("Annual Tribal Contribution") to the City for so long as gaming is conducted on the Tribe's trust lands within the boundaries of the City, pursuant to the terms set forth in the Agreement; and

WHEREAS, the Agreement requires the Tribe to waive its sovereign immunity for the limited purpose of enforcing the Agreement and/or resolving disputes arising under the Coconut Creek Fee To

EXHIBIT D

Trust Lands Mitigation Agreement with the City of Coconut Creek, Florida as specifically set forth in the Agreement; and

WHEREAS, among other obligation and commitments, the City will formally withdraw all of its negative comments and objections to the Tribe's trust application and the proposed development plans and execute a letter to the BIA fully supporting the Tribe's trust application and proposed development plans as subject to the terms and conditions of the Agreement; and

WHEREAS, the Tribal Council having reviewed the proposed Coconut Creek Fee to Trust Lands Mitigation Agreement with the City of Coconut Creek, Florida, a copy of which is attached hereto, marked Exhibit "A," and by this reference is incorporated herein and is otherwise fully advised.

NOW THEREFORE BE IT RESOLVED: the Tribal Council of the Seminole Tribe of Florida hereby approves the form of the Coconut Creek Fee To Trust Lands Mitigation Agreement with the City of Coconut Creek, Florida; and

BE IT FURTHER RESOLVED: that the Chairman of the Tribal Council as attested to the Secretary of the Seminole Tribe of Florida is hereby authorized and directed to execute a final version of the Coconut Creek Fee To Trust Lands Mitigation Agreement with the City of Coconut Creek, Florida; and

BE IT FURTHER RESOLVED: that the Tribal Council of the Seminole Tribe hereby expressly and unequivocally waives the sovereign immunity of the Seminole Tribe of Florida for the limited purpose of enforcing and/or resolving disputes arising under the Coconut Creek Fee To Trust Lands Mitigation Agreement with the City of Coconut Creek, Florida, and as specifically limited and set forth in the Coconut Creek Fee To Trust Lands Mitigation Agreement with the City of Coconut Creek, Florida, as authorized by this resolution; all in accordance with the provisions set forth in Ordinance No. C-01-95 enacted by the Tribal Council of the Seminole Tribe, and consents on behalf of the Seminole Tribe of Florida to the jurisdiction of the United States District Court for the Southern District of Florida and the courts of the Seventeenth Judicial Circuit in and for Broward County, Florida, and the federal and state courts having appellate jurisdiction thereover, or agrees to binding arbitration in the event such courts are unable or unwilling to accept jurisdiction (all in accord with the terms and provisions of the Coconut Creek Fee To Trust Lands Mitigation Agreement with the City of Coconut Creek, Florida) with respect to any dispute, enforcement or collection matter arising thereunder, and further waives any requirement for exhaustion of remedies in any court of forum of the Seminole Tribe of Florida; and

BE IT FURTHER RESOLVED: that the General Counsel of the Seminole Tribe of Florida is hereby authorized to make minor, non-substantive changes to the Agreement and may withhold submission of the Agreement pending the resolution of all pending issues between the Tribe and the City regarding same; and

RE: COCONUT CREEK FEE TO TRUST LANDS MITIGATION AGREEMENT; WAIVER OF SOVEREIGN IMMUNITY

RESOLUTION NO. C-154-11

PAGE THREE

BE IT FURTHER RESOLVED: the Tribe shall submit the Coconut Creek Fee To Trust Lands Mitigation Agreement with the City of Coconut Creek, Florida to the Secretary of the Interior for review and approval pursuant to 25 USC §81; and

BE IT FURTHER RESOLVED: the Treasurer of the Tribe is hereby authorized and directed to expend the necessary Tribal funds to satisfy the financial requirements of the Coconut Creek Fee To Trust Lands Mitigation Agreement with the City of Coconut Creek, Florida; and

BE IT FURTHER RESOLVED: that this resolution is hereby adopted after motion duly made by Max B. Osceola, Jr., seconded by Andrew J. Bowers, Jr, and a roll call vote as follows:

Chairman Mitchell Cypress.....AYE
Vice-Chairman Richard Bowers, Jr.....AYE
Council Representative Manuel Tiger.....AYE
Council Representative Andrew J. Bowers, Jr.....AYE
Council Representative Max B. Osceola, Jr.....AYE

DONE THIS THE 24TH DAY OF JANUARY, 2011 at the Special Meeting of the Tribal Council, duly convened at the Immokalee Seminole Indian Reservation, with a quorum being present, by a vote of 5 For, 0 Against, with no Abstentions.

Chairman
TRIBAL COUNCIL

ATTEST:

Secretary
TRIBAL COUNCIL

EXHIBIT E

RESOLUTION NO. 2011- 09

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF COCONUT CREEK, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE THE ATTACHED COCONUT CREEK FEE TO TRUST LANDS MITIGATION AGREEMENT BETWEEN THE CITY AND THE SEMINOLE TRIBE OF FLORIDA (STOF); PROVIDING AN EFFECTIVE DATE

WHEREAS, The Seminole Tribe of Florida ("STOF") has filed an application for a Planned MainStreet Development District (PMDD) detailing future development plans for the properties within the City of Coconut Creek ("City") that are owned or controlled by STOF, including a request for the abandonment of Northwest 40th Street, and

WHEREAS, STOF has proposed various improvements designed to ameliorate the impacts of the proposed development plans for the Coconut Creek Fee to Trust Lands that impact the City and its residents; and

WHEREAS, the City has objected to STOF's application for trust status for the Coconut Creek Fee to Trust Lands, which, if approved by the Bureau of Indian Affairs, would remove said lands from the jurisdiction of the City; and

WHEREAS, STOF desires to assure the City that STOF will honor its commitments evidenced in the approved PMDD, as outlined in this Agreement, even if the Coconut Creek Fee to Trust Lands ultimately are taken into trust;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF COCONUT CREEK, FLORIDA:

Section 1: That the City Commission has reviewed and hereby approves the attached Coconut Creek Fee to Trust Lands Mitigation Agreement between the City of Coconut Creek and The Seminole Tribe of Florida.

Section 2: That the City Manager is hereby authorized to execute the attached Coconut Creek Fee to Trust Lands Mitigation Agreement between the City of Coconut Creek and The Seminole Tribe of Florida.

Section 3: That the effective date of said Coconut Creek Fee to Trust Lands Mitigation Agreement, excluding the provisions of this Agreement relating to Annual Tribal Contribution, One-Time Payment, and the withdrawal of City's objections to Fee to Trust Application, shall be the date of approval by the Secretary of the Interior.

Section 4: That the effective date of the provisions of said Coconut Creek Fee to Trust Lands Mitigation Agreement pertaining to Annual Tribal Contribution, One-Time Payment, and withdrawal of City's objections to Fee to Trust Application shall be effective the date said Agreement is fully executed by both parties.

Section 5: That this Resolution shall be in full force and effect immediately upon its passage and adoption.

Adopted this 27th day of January, 2011 on a motion by Vice Mayor Sarbone and seconded by Commissioner Gerber.

Ayes	5
Nays	0
Absent or Abstaining	0

Lisa K. Aronson

Lisa K. Aronson, Mayor

Attest:

Barbara S. Price

Barbara S. Price, MMC
City Clerk

Aronson	Aye
Sarbone	Aye
Gerber	Aye
Tooley	Aye
Belvedere	Aye

City Clerk/Common/Documents/2011Resolutions

EXHIBIT F

RESOLUTION NO. 2011- 09

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF COCONUT CREEK, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE THE ATTACHED COCONUT CREEK FEE TO TRUST LANDS MITIGATION AGREEMENT BETWEEN THE CITY AND THE SEMINOLE TRIBE OF FLORIDA (STOF); PROVIDING AN EFFECTIVE DATE

WHEREAS, The Seminole Tribe of Florida ("STOF") has filed an application for a Planned MainStreet Development District (PMDD) detailing future development plans for the properties within the City of Coconut Creek ("City") that are owned or controlled by STOF, including a request for the abandonment of Northwest 40th Street, and

WHEREAS, STOF has proposed various improvements designed to ameliorate the impacts of the proposed development plans for the Coconut Creek Fee to Trust Lands that impact the City and its residents; and

WHEREAS, the City has objected to STOF's application for trust status for the Coconut Creek Fee to Trust Lands, which, if approved by the Bureau of Indian Affairs, would remove said lands from the jurisdiction of the City; and

WHEREAS, STOF desires to assure the City that STOF will honor its commitments evidenced in the approved PMDD, as outlined in this Agreement, even if the Coconut Creek Fee to Trust Lands ultimately are taken into trust;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF COCONUT CREEK, FLORIDA:

State of Florida
County of Broward
City of Coconut Creek
I HEREBY CERTIFY that this is a true and correct copy
of Resolution No 2011-09
Witness my hand the Official Seal of
The City of Coconut Creek this 2nd day of
February 2011
Barbara A Price
City Clerk

Section 1: That the City Commission has reviewed and hereby approves the attached Coconut Creek Fee to Trust Lands Mitigation Agreement between the City of Coconut Creek and The Seminole Tribe of Florida.

Section 2: That the City Manager is hereby authorized to execute the attached Coconut Creek Fee to Trust Lands Mitigation Agreement between the City of Coconut Creek and The Seminole Tribe of Florida.

Section 3: That the effective date of said Coconut Creek Fee to Trust Lands Mitigation Agreement, excluding the provisions of this Agreement relating to Annual Tribal Contribution, One-Time Payment, and the withdrawal of City's objections to Fee to Trust Application, shall be the date of approval by the Secretary of the Interior.

Section 4: That the effective date of the provisions of said Coconut Creek Fee to Trust Lands Mitigation Agreement pertaining to Annual Tribal Contribution, One-Time Payment, and withdrawal of City's objections to Fee to Trust Application shall be effective the date said Agreement is fully executed by both parties.

Section 5: That this Resolution shall be in full force and effect immediately upon its passage and adoption.

Adopted this 27th day of January, 2011 on a motion by Vice Mayor Sarbone and seconded by Commissioner Gerber.

Ayes	5
Nays	0
Absent or Abstaining	0

Lisa K. Aronson

Lisa K. Aronson, Mayor

Attest:

Barbara S. Price

Barbara S. Price, MMC
City Clerk

Aronson	Aye
Sarbone	Aye
Gerber	Aye
Tooley	Aye
Belvedere	Aye

City Clerk/Common/Documents/2011Resolutions

4

United States Department of the Interior

BUREAU OF INDIAN AFFAIRS
Eastern Regional Office
545 Marriott Drive, Suite 700
Nashville, TN 37214

Trust Services
Environmental Management

APR 22 2011

RECEIVED

MAY - 2 2011

CITY OF COCONUT CREEK
CITY MANAGER

Honorable Mitchell Cypress
Chairman, Seminole Tribe of Florida
6300 Stirling Road
Hollywood, Florida 33024

cc: Paul
Mary
Nancy
Sheila

Mr. David J. Rivera
City Manager, City of Coconut Creek
4800 West Copans Road
Coconut Creek, Florida 33063

Dear Chairman Cypress and Mr. Rivera:

You requested a review of the Coconut Creek Fee to Trust Lands Mitigation Agreement between the Seminole Tribe of Florida (Tribe) and the City of Coconut Creek (City) for approval by the Secretary of the Interior (Secretary) in compliance with 25 U.S.C. 81. The purpose of the agreement is to resolve issues involving the Tribe's fee-to-trust land acquisition request for land located within the municipal boundaries of the City.

As implemented in 25 C.F.R. Part 84, the Indian Tribal Economic Development and Contract Encouragement Act of 2000 (Public Law 106-179) only requires Secretarial approval for agreements that encumber tribal lands for a period of seven or more years. 25 C.F.R. 84.005. In *Gasplus LLC v. U.S. D.O.I.*, 510 F. Supp. 2d 18 (D. D.C. 2007), the D.C. District recently explained that an agreement encumbers tribal lands when it "deprives a tribe of exclusive or nearly exclusive proprietary control over its land." 510 F. Supp. 2d at 31. Nothing in the agreement grants the City such a level of dominion over the Tribe's land at issue. Therefore, the agreement does not fall within the statute and Secretarial approval of the agreement is not required. Accordingly, the agreement is returned pursuant to 25 C.F.R. Part 84.005.

If you have any questions, please do not hesitate to contact Mr. Kurt G. Chandler, Regional Environmental Scientist, at (615) 564-6832.

Sincerely,

Franklin Keel
Director, Eastern Region

Enclosure

SEMINOLE TRIBE OF FLORIDA

TELEPHONE
(954) 967-3950

FAX
(954) 967-3487

WEBSITE
www.seminoletribe.com

6300 STIRLING ROAD
HOLLYWOOD, FLORIDA 33024

Tribal Officers:

MITCHELL CYPRESS
Chairman

PRISCILLA D. SAYEN
Secretary

MICHAEL D. TIGER
Treasurer

JIM SHORE
General Counsel

February 22, 2011

RECEIVED
2011 MAR -3 A 9:23
BIA-ERO
REGIONAL DIRECTOR

Franklin Keel
Director, Eastern Region
United States Department of the Interior
Bureau of Indian Affairs
Eastern Regional Office
545 Marriott Drive, Suite 700
Nashville, TN 37214

Re: Mitigation Agreement between the Seminole Tribe of Florida and the City of Coconut Creek

Dear Mr. Keel:

I am submitting, on behalf of the Seminole Tribe of Florida, an executed copy of the Mitigation Agreement between the Tribe and the City of Coconut Creek that deals with a variety of issues that have arisen in connection with the Tribe's pending application to have certain lands adjacent to its present trust lands in that city taken into federal trust.

While we are submitting this Agreement to you for your consideration, it is the Tribe's position that there is no requirement under the provisions of 25 U.S.C. § 81, or any other federal law, that this Agreement be approved by the BIA.

In order to support our views, we have attached a legal memorandum prepared by our attorneys which concludes that the Agreement does not require approval pursuant to Section 81 because: 1) none of the Fee to Trust Lands are subject to BIA review and approval under that Section and 2) none of the restrictions on tribal activity contained in the Agreement, with respect to Fee to Trust Lands as well as Trust Lands, are encumbrances within the meaning of Section 81.

If you agree that no review and approval by your office is required, we request that you advise us in writing of your conclusion, as provided in 25 C.F.R. § 84.005.

SEMINOLE TRIBE OF FLORIDA

If, on the other hand, you conclude that review and approval of the Agreement is required under Section 81 or other federal law, we request that you provide any approval that you deem necessary. The Agreement, the culmination of many months of negotiation between the Tribe and the City to address various concerns the City has with respect to the Tribe's planned development, will provide the City with necessary protections that will allow it to support the Tribe's land into trust application and lead to a faster resolution of various issues arising under that application than might otherwise be expected.

We would be happy to answer any questions you may have about the Agreement.

Sincerely,

Jim Shore
General Counsel

JS/abm
cc: Jerry Straus, Esq.
Steve Walker, Esq.
James Allen
Fred Hopkins

HOBBS
STRAUS
DEAN &
WALKER

2120 L Street, NW, Suite 700
Washington, DC 20037

T 202.822.8282
F 202.296.8834

HOBBSSTRAUS.COM

February 23, 2011

MEMORANDUM

TO: Franklin Keel, Director
Eastern Regional Office, Bureau of Indian Affairs

FROM: Hobbs, Straus, Dean & Walker, LLP

SUBJECT: The Coconut Creek Mitigation Agreement: Approval Under 25 U.S.C. § 81 is Not Required.

The Seminole Tribe of Florida (Tribe) and the City of Coconut Creek (City) have negotiated a Mitigation Agreement ("Agreement") in conjunction with the Tribe's planned expansion of its existing commercial facilities in Coconut Creek, Florida. The Agreement has an indefinite term that will exceed 7 years. As part of the planned expansion, the Tribe has filed an application with your office seeking to have the Secretary of the Interior accept title to certain fee lands in trust that are located within the City and adjacent to the Tribe's existing trust lands. An issue that needs to be resolved is whether, in order to be valid and legally enforceable, the Agreement requires approval by the Bureau of Indian Affairs (BIA) pursuant to the statute commonly known as "Section 81." 25 U.S.C. § 81. We have been asked by the Seminole Tribe of Florida to provide you with our views on these issues. For the reasons stated below, we conclude that no review or approval of the Agreement by the BIA is required under Section 81.

SUMMARY

It is our view is that Section 81 does not apply to tribal fee lands which the tribe seeks to have taken into federal trust. The only Federal Circuit Court of Appeals to address this issue has so held. Assuming for the purpose of analysis, however, that Section 81 does apply to such fee lands, it is also our view that the restrictions on the Tribe's rights in the Agreement do not rise to the level of encumbrances that need BIA approval in order to become effective. Similarly, with respect to the Agreement's restrictions on the Tribe's rights in existing trust lands in Coconut Creek, while Section 81 does apply to these lands, our view is that these restrictions do not constitute encumbrances for which approval by the BIA is required.

THE STATUTE AND REGULATIONS

The federal statute codified at 25 U.S.C. § 81 and commonly referred to as "Section 81" was originally enacted in 1871 as a congressional response to "claims agents and attorneys working on contingency fees who routinely swindled Indians out of their land, accepting it as payment for prosecuting dubious claims against the federal government." *United States ex rel. Steele v. Turn Key Gaming, Inc.*, 260 F.3d 971, 976 (8th Cir. 2001). As originally enacted, Section 81 required approval by the Secretary of the Interior of contracts for "services for ... Indians relative to their lands." In 2000, in recognition that the original version of Section 81 had been the subject of a great deal of litigation, and that it was not consistent with the modern policy of tribal self-determination, Congress amended Section 81, through enactment of the Indian Tribal Economic Development and Contract Encouragement Act of 2000. Pub. L. No. 106-79.

As amended, the provisions of Section 81 that are relevant for purposes of this memorandum provide:

> **(a) Definitions**
> In this section:
> (1) The term "Indian lands" means lands the title to which is held by the United States in trust for an Indian tribe or lands the title to which is held by an Indian tribe subject to a restriction by the United States against alienation.
> ***
>
> **(b) Approval**
> No agreement or contract with an Indian tribe that encumbers Indian lands for a period of 7 or more years shall be valid unless that agreement or contract bears the approval of the Secretary of the Interior or a designee of the Secretary.
>
> **(c) Exception**
> Subsection (b) of this section shall not apply to any agreement or contract that the Secretary (or a designee of the Secretary) determines is not covered under that subsection.

The amended statute is implemented through regulations codified at 25 C.F.R. Part 84. The word "encumbers" is not defined in the statute, but it is defined in regulations as follows:

> *Encumber* means to attach a claim, lien, charge, right of entry or liability to real property (referred to generally as encumbrances). Encumbrances covered by this part may include leasehold mortgages, easements, and other contracts or agreements that by their terms could give to a third party exclusive or nearly exclusive proprietary control over tribal land.

25 C.F.R. § 84.002. The meaning of this term is discussed in more detail later in this memorandum.

To implement the exception in subsection (c), the regulations provide that if a fully executed contract or agreement is submitted to the Secretary and the Secretary determines that it does not require approval under Section 81, the executed document will be returned within 30 days "with a statement explaining why Secretarial approval is not necessary." 25 C.F.R. § 84.005.

DISCUSSION

1. Section 81 does not apply to fee lands held by a tribe for which the tribe seeks to have title accepted by the United States in trust.

The Ninth Circuit Court of Appeals has held that Section 81 "requires approval by the Secretary as to only those lands *already held in trust* for an Indian tribe." *Guidiville Band of Pomo Indians v. NGV Gaming, Ltd.*, 531 F.3d 767, 783 (9th Cir. 2008) (emphasis added). This is the only federal appeals court ruling directly on point. The Ninth Circuit's ruling *Guidiville* involved a contract to construct a gaming facility on land that had not yet been acquired by the tribe. The Ninth Circuit engaged in extensive analysis in support of its ruling on this point, taking into consideration the plain language of Section 81, a federal statute commonly referred to as the Dictionary Act (1 U.S.C. § 1), the legislative history of the 2000 amendment, and the actual language of the agreement at issue (to show that it did not apply to lands which were already held in trust for the tribe). In its analysis of the statutory language, the Ninth Circuit emphasized the use of the present tense in the definition of "Indian lands":

> The term "Indian lands" means lands the title to which *is* held by the United States in trust for an Indian tribe or lands the title to which *is* held by an Indian tribe subject to a restriction by the United States against alienation.

531 F.3d at 775 (emphasis supplied by the court). If Congress had intended for Section 81 to apply to lands that might in the future be held in trust, the court said, "it would have been the simplest of matters to word the statute differently." *Id.*

In its discussion of the legislative history of Section 81 as amended in 2000, the Ninth Circuit noted that "the tables have turned" since Section 81 was originally enacted and concludes: "[T]he most recent amendment to that statute makes clear that Congress now considers self-determination – not paternalism – to be in the Indians' best interest. And that goal is more directly advanced by a literal rather than a nonliteral reading of Section 81." *Id.* at 780.

We think that the Ninth Circuit decision in *Guidiville* is correct and agree with its reasoning. We note that there is no federal court decision to the contrary.[1]

2. Assuming for the purpose of analysis that Section 81 does apply to fee lands held by a tribe which the tribe seeks to have accepted by the United States in trust, the restrictions on the Tribe's rights in such lands in the Mitigation Agreement do not constitute encumbrances.

Under the holding of the Ninth Circuit in the *Guidiville* case none of the restrictions on the Tribe's use of the Fee to Trust Lands, as set forth in the Agreement require approval pursuant to Section 81 since Section 81 does not apply to these lands. If despite holding of the Ninth Circuit in the *Guidiville* case, we assume that the Agreement *does* require approval pursuant to Section 81, the question then is whether any of the restrictions on the Tribe's use of its land as specified in the Mitigation Agreement constitute "encumbrances" for purposes of Section 81.

The regulatory definition of the word "encumbers" at 25 C.F.R. § 84.002 has been quoted above. This definition was construed in *Gasplus, L.L.C. v. U.S. Dept. of the Interior*, 510 F.Supp.2d 18 (D.D.C. 2007), as follows:

> Thus, under Section 81 and the implementing regulations, a contract that "encumbers Indian lands" is a contract that, by its terms, provides a third party with a legal interest in the land itself; that is, a right or claim attached to the real property that would interfere with the tribe's exclusive proprietary control over the land.

Id. at 29. Before concluding with this succinct statement, the District Court took into consideration the following commentary in the BIA's rulemaking document, providing examples of types of contracts that ***may*** "encumber Indian lands" and as such would appear to require case-by-case analysis:

> a restrictive covenant or conservation easement may encumber tribal land within the meaning of Section 81 while an agreement that does not restrict all economic use of tribal land may not. An agreement whereby a tribe agrees not to interfere with the relationship between a tribal entity and a lender, including an agreement not to request cancellation of the lease, may encumber tribal land, depending on

[1] In *Catskill Development, L.L.C. v. Park Place Entertainment Corp*, 144 F.Supp.2d 215 (S.D. NY, 2001), the Federal District Court for the Southern District of New York suggested, without much analysis, that a mortgage agreement written with the expectation that title to the land at issue would be taken into trust was invalid without approval pursuant to Section 81. *Id.* at 234. That statement was not necessary to the decision since the court had already held the agreement invalid on other grounds. Of more relevance to the Agreement under review in this memorandum, the court also said in dictum that Section 81 does not apply to an agreement to purchase land with the intent of applying to BIA to have title accepted into trust. *Id.* at 235.

> the contents of the agreement. Similarly, a right of entry to recover improvements or fixtures may encumber tribal land, whereas a right of entry to recover personal property may not.

Id. citing 66 Fed. Reg. at 38,920-21 (July 26, 2001). The District Court also took note of the discussion in the BIA's rulemaking document listing the following examples of types of contracts that do ***not*** "encumber Indian lands":

> ...contracts for personal services; construction contracts; contracts for services performed for tribes on tribal land; and bonds, loans, security interests in personal property, or other financial arrangements that do not and could not involve interests in land.

Id. citing 66 Fed. Reg. at 38,920.

The Agreement sets forth obligations and commitments of the Tribe with respect to approximately 47 acres of land currently held by the Tribe in fee, all of which the Tribe has included in the fee to trust application that is pending before you. These lands are referred to in the Agreement as the Coconut Creek "Fee to Trust Lands." The restrictions on the Tribe's use of these lands, after title has been accepted into trust, are set out in paragraphs A.2.a and A.2.b of the Mitigation Agreement.

With respect to the Fee to Trust Lands, there are two kinds of commitments in the Agreement that are at least somewhat analogous to examples of restrictions that are listed in the commentary portion of the BIA rulemaking document (quoted earlier) as calling for a case-specific analysis.

First, the Tribe assumes certain obligations with respect to the "Planned Main Street Development District" (PMDD), obligations relating to "height limitations, development densities, offsite improvements, approved levels of service, and compromise emergency vehicle access requirements." Paragraphs A.1 and A.2.a. These limitations on the Tribe's rights to use its property are not like a restrictive covenant or conservation easement. As quoted above, the BIA's rulemaking commentary says: "[A] restrictive covenant or conservation easement may encumber tribal land within the meaning of Section 81 while an agreement that does not restrict all economic use of tribal land may not." The restrictions on the Tribe's rights in the PMDD obligations are not styled as a restrictive covenant or conservation easement, and the certainly do not "restrict all economic use of tribal land." Moreover, this set of obligations on the part of the Tribe does not operate to provide the City with any legal interest in the land itself; rather, all the Tribe has agreed to is that it will conform its use of the land to the City's regulatory standards. Accordingly, we think it is clear that these restrictions do not amount to "encumbrances" within the meaning of Section 81.

The second set of obligations relating to the Fee to Trust Lands to which the Tribe has agreed have to do with emergency services operations. Paragraph A.2.b. In the

Agreement, the Tribe is obligated to provide the City with "an 8 foot x 8 foot space on the roof area of the hotel [to be constructed], or other mutually agreed upon location with a line of sight to City Hall, to install antennas, and a 10 foot x 10 foot IDF space or separate room on one of the very top floors to hold the electronics cabinets." In addition, the Tribe agrees that:

> The hotel shall be considered an alternate Emergency Operations Center (EOC) should the CITY's Primary and Secondary EOCs become inoperable as a result of the declared emergency. STOF shall make the first floor of rooms in the hotel available, as may be practical, for the CITY to conduct Emergency Operations. STOF shall make hotel rooms available, as may be practical, to house CITY employees during recovery efforts.

As defined in the regulations quoted above, "Encumbrances covered by this part may include ... contracts or agreements that by their terms could give to a third party exclusive or nearly exclusive proprietary control over tribal land." Some of the wording in this definition is incorporated later in the regulations in a list of types of contracts and agreements that do *not* require Secretarial approval, as follows:

> (e) Contracts or agreements that do not convey exclusive or nearly exclusive proprietary control over tribal lands for a period of seven years or more.
>
> 25 C.F.R. § 84.004.

So, the key questions are whether a dedication of an "8 foot x 8 foot space on the roof" and another space "10 foot x 10 foot" on one of the top floors amount to "nearly exclusive proprietary control over tribal land"? We see no basis to conclude that this dedication of two small spaces on a multi-story building for Emergency Operations can be characterized in any way as providing for "nearly exclusive proprietary control over tribal land." Thus, we conclude that these restrictions on the Tribe's use of the Fee to Trust Lands do not constitute encumbrances within the meaning of Section 81.

3. With respect to the restrictions on the Tribe's rights in existing trust lands at Coconut Creek, while Section 81 does apply to these lands, these restrictions do not constitute encumbrances.

The Mitigation Agreement also includes certain restrictions on the Tribes use of its lands at Coconut Creek that are currently held in trust (the "Trust Lands"). These restrictions, which are set out in paragraph A.2.c of the Mitigation Agreement, provide that the Tribes agrees to:

> Ensure that any proposed development on the existing Trust Land (Tract 65) does not cause development on the Coconut Creek Fee to Trust Lands to become inconsistent with the provisions of Paragraph A.1. or A.2.a of this

Agreement. In addition, STOF agrees to limit the number of customer parking spaces on the existing Trust Land (Tract 65) to no more than 10 spaces.

Paragraphs A.1 and A.2.a set out the Tribe's commitments regarding the Planned Main Street Development District (PMDD). As discussed above, the Tribe's commitments in those two paragraphs do not operate to provide the City with any legal interest in the Fee to Trust Lands; rather, the Tribe has simply agreed to conform its use of that land to the City's regulatory standards. Accordingly, the Tribe's agreement that it will not develop the Trust Land in a way that is inconsistent with the PMDD did not create an encumbrance that triggers the need for BIA review and approval.

Similarly, the Tribe's commitment "to limit the number of customer parking spaces on the existing Trust Land" does not give the City any kind of interest in Trust Land. Moreover, this commitment "does not restrict all economic use of tribal land" (applying one of the key standards in the BIA's rulemaking commentary, as quoted above). Thus, we conclude that these restrictions on the number of parking spaces to be developed on the Trust Land do not constitute encumbrances.

CONCLUSION

For the reasons given above, we conclude that the Agreement does not require approval pursuant to Section 81 because 1) none of the Fee to Trust Lands are subject to BIA review and approval under that Section and 2) none of the restrictions on tribal actions contained in the Agreement are encumbrances within the meaning of Section 81. For these reasons, we conclude that no review or approval of the Agreement by the BIA is required under applicable provisions of federal law.

If you agree with our views, we understand that the Tribe has requested that you advise it of your conclusion as provided in.25 C.F.R. § 84.005. As you know, this provides that if a fully executed contract or agreement is provided to the Secretary which the Secretary determines does not require approval under Section 81, the executed document will be returned within 30 days "with a statement explaining why Secretarial approval is not necessary."

(5)

State of Florida
County of Broward
City of Coconut Creek
I HEREBY CERTIFY that this is a true and correct copy of Ordinance No. 2011-003
Witness my hand the Official Seal of The City of Coconut Creek this 10th day of 2011
City Clerk

ORDINANCE NO. 2011-003

AN ORDINANCE OF THE CITY OF COCONUT CREEK, FLORIDA, VACATING, RELEASING, AND ABANDONING A PORTION OF THE RIGHT-OF-WAY OF NW 40TH STREET, COMMERCE CENTER OF COCONUT CREEK PLAT, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 130, PAGE 31 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED IN THE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT "A"; PROVIDING FOR A PUBLIC PURPOSE; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Coconut Creek seeks to vacate, release, and abandon a portion of the right-of-way of NW 40th Street, more particularly described in Exhibit "A," attached hereto and made a part hereof; and

WHEREAS, the road right-of-way was originally dedicated as a local roadway; and

WHEREAS, the majority of that property adjacent to this right-of-way is owned and controlled by the Seminole Tribe of Florida; and

WHEREAS, all affected utility companies have submitted written waivers of objection; and

WHEREAS, the application has been reviewed and processed in accordance with Section 13-36.1 of City of Coconut Creek Land Development Code; and

WHEREAS, at its meeting of December 8, 2010, the City's Planning and Zoning Board recommended approval of said right-of-way vacation request.

WHEREAS, the City Commission has determined that the above described road right-of-way vacation is in the best interests of the residents of the City of Coconut Creek and serves a public purpose;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF COCONUT CREEK, FLORIDA:

Section 1: That the City Commission hereby vacates, releases and abandons the road right-of-way for the property legally described in Exhibit "A," attached hereto and made a part hereof

Section 2: That the majority of the property adjacent to the road right-of-way is owned and controlled by the Seminole Tribe of Florida, Seminole Properties II, Inc. and STOF Holdings, Ltd.

Section 3: That the City Commission finds and determines that the above described road right-of-way vacation is in the best interests of the residents of the City and serves a public purpose.

Section 4: That the title to the subject property underlying the road right-of-way vacation will revert to adjacent property owners.

Section 5: That in the event any provision or application of this Ordinance shall be held to be invalid, it is the legislative intent that the other provisions and applications hereof shall not be thereby affected.

Section 6: That all ordinances or parts of ordinances in conflict herewith are to the extent of said conflict, hereby repealed.

Section 7: That this Ordinance shall take effect immediately upon its passage and adoption.

PASSED FIRST READING THIS 13th DAY OF January, 2011.

PASSED SECOND READING THIS 27th DAY OF January, 2011.

Lisa K. Aronson, Mayor

Attest:

Barbara S. Price, MMC
City Clerk

	1st	2nd
Aronson	Aye	Aye
Sarbone	Aye	Aye
Gerber	Aye	Aye
Tooley	Aye	Aye
Belvedere	Aye	Aye

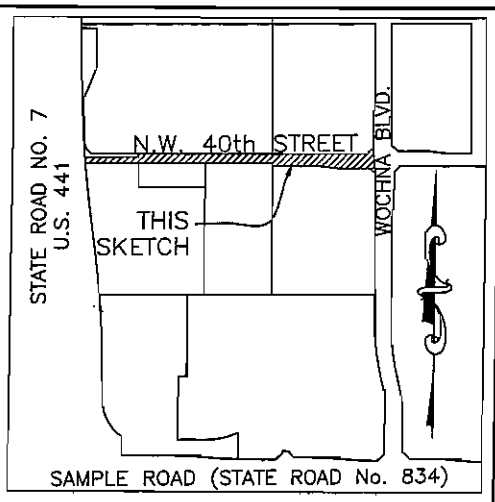
EXHIBIT "A"

Legal Description:

A portion of NW 40th Street, according to the Plat of Commerce Center of Coconut Creek, as recorded in Plat Book 131, Page 30 of the Public Records of Broward County, Florida.

LEGEND

B.C.R.	BROWARD COUNTY RECORDS
P.B.C.R.	PALM BEACH COUNTY RECORDS
P.B.	PLAT BOOK
PG.	PAGE
P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
P.S.M.	PROFESSIONAL SURVEYOR AND MAPPER
N/A	NOT APPLICABLE
L	ARC LENGTH
R	ARC RADIUS
Δ	CENTRAL ANGLE
CHD	CHORD BEARING



LOCATION MAP
(N.T.S.)

LEGAL DESCRIPTION:

A PORTION OF NW 40TH STREET, ACCORDING TO THE PLAT OF COMMERCE CENTER OF COCONUT CREEK, AS RECORDED IN PLAT BOOK 131, PAGE 30, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF TRACT "H" AND THE NORTH LINE OF NW 40TH STREET, ACCORDING TO THE PLAT OF COMMERCE CENTER OF COCONUT CREEK AS RECORDED IN PLAT BOOK 131, PAGE 30, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE ALONG THE SOUTH BOUNDARY OF SAID TRACT "H" AND "G" AND THE NORTH LINE OF SAID NW 40TH STREET FOR THE FOLLOWING FOUR (4) COURSES: N 89°37'15" E, A DISTANCE OF 260.70 FEET; THENCE N 00°50'43" W, A DISTANCE OF 15.00 FEET; THENCE N 89°37'15" E, A DISTANCE OF 1123.56 FEET; THENCE N 44°36'00" E, A DISTANCE OF 42.44 FEET;
THENCE LEAVING SAID SOUTH LINE OF TRACT "G", PROCEED S 05°43'28" E, A DISTANCE OF 132.58 FEET TO THE NORTHEASTERLY CORNER OF TRACT "D" OF SAID PLAT OF COMMERCE CENTER OF COCONUT CREEK AND THE SOUTH RIGHT OF WAY LINE OF NW 40TH STREET; THENCE CONTINUE ALONG THE NORTH BOUNDARY OF SAID TRACT "D", TRACT "C", AND THE SOUTH RIGHT OF WAY LINE OF NW 40TH STREET FOR THE FOLLOWING SIX (6) COURSES: THENCE N 45°24"00" W, A DISTANCE OF 42.41 FEET; THENCE S 89°37'15" W, A DISTANCE OF 150.00 FEET; THENCE N 83°32'11" W, A DISTANCE OF 100.72 FEET; THENCE S 89°37'15" W, A DISTANCE OF 234.89 FEET; THENCE N 00°25'15" W, A DISTANCE OF 15.00 FEET: THENCE S 89°37'15" W, A DISTANCE OF 908.99 FEET TO THE EAST LINE OF STATE ROAD NO.7 (U.S. 441) AND A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 4228.28 FEET AND A CHORD BEARING OF N 05°18'41" W; PROCEED NORTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 30.12 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION.

SAID LANDS LYING IN THE CITY OF COCONUT CREEK, BROWARD COUNTY, FLORIDA. CONTAINING 71,186 SQUARE FEET MORE OR LESS.

SURVEY NOTES:

1. NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. BEARING'S SHOWN HEREON ARE RELATIVE TO THE PLAT OF COMMERCE CENTER OF COCONUT CREEK, PLAT BOOK 131, PAGE 30, BROWARD COUNTY RECORDS. REFERENCE BEARING OF N 89°37'15" E ALONG THE SOUTH LINE OF TRACT "G".
3. THIS IS NOT A SURVEY.
4. NOT VALID WITHOUT SHEET 2 OF 2.
5. LEGAL DESCRIPTION SHOWN HEREON WAS PREPARED BY THE SURVEYOR.
6. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.

CERTIFICATE:

I HEREBY CERTIFY THAT THE ATTACHED SKETCH AND DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS DEPICTED TO THE BEST OF MY KNOWLEDGE, BELIEF, AND INFORMATION AS DELINEATED UNDER MY DIRECTION ON SEPTEMBER 12, 2007. I FURTHER CERTIFY THAT THIS SKETCH AND DESCRIPTION MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, SUBJECT TO THE QUALIFICATIONS NOTED HEREON

KEITH AND SCHNARS, P.A.
ENGINEERS-PLANNERS-SURVEYORS

10/29/10

BY: ROBERT K. KRISAK, P.S.M.
FLORIDA REGISTRATION NO. 4641

RIGHT OF WAY ABANDONMENT

Z:\PROJECTS\17094.00\survey\57\RW VACATION 40 STREET.dwg

SKETCH OF DESCRIPTION			
A PORTION OF COMMERCE CENTER OF COCONUT CREEK (P.B. 131, PG. 30, B.C.R.)	DATE 9/12/07	DATE	REVISIONS
	SCALE N/A	10/29/10	REVISE SIGNATURE
	FIELD BK. N/A		
	DWG. BY J.V.		
CITY OF COCONUT CREEK, BROWARD COUNTY, FLORIDA	CHK. BY R.K.K.		

KEITH and SCHNARS, P.A.
LB 1337
ENGINEERS-PLANNERS-SURVEYORS
6500 N. ANDREWS AVE.
FT. LAUDERDALE, FL. 33309-2132
(954) 776-1616

SHEET NO. 1 OF 2 SHEETS
PROJECT NO. 17094L

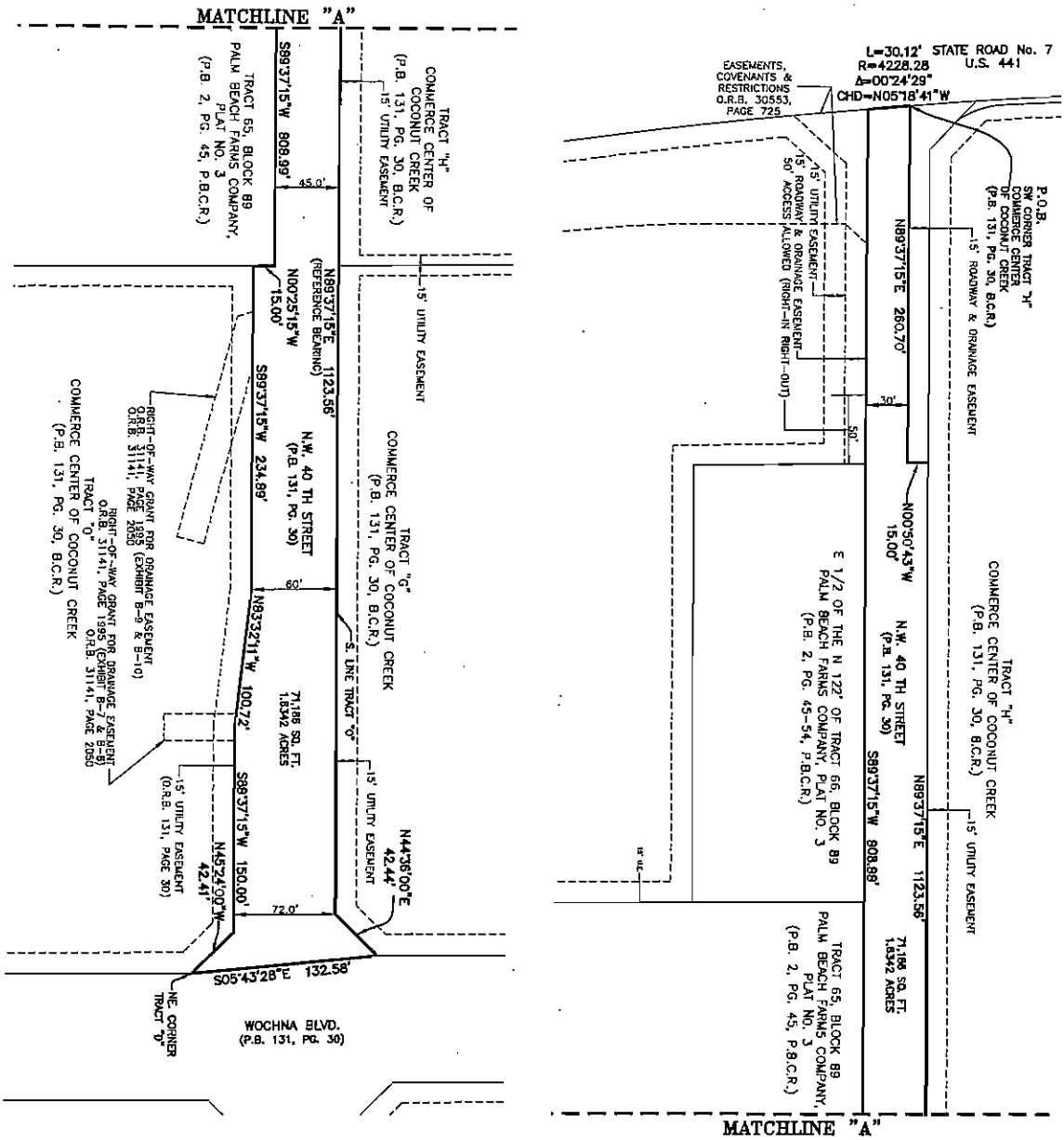
LEGEND

B.C.R.	BROWARD COUNTY RECORDS
P.B.C.R.	PALM BEACH COUNTY RECORDS
P.B.	PLAT BOOK
PG.	PAGE
P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
P.S.M.	PROFESSIONAL SURVEYOR AND MAPPER
N/A	NOT APPLICABLE
L	ARC LENGTH
R	ARC RADIUS
Δ	CENTRAL ANGLE
CHD	CHORD BEARING

GRAPHIC SCALE

100 0 100

(IN FEET)
1 inch = 100 ft.



NOT VALID WITHOUT SHEET 1 OF 2

RIGHT OF WAY ABANDONMENT

Z:\PROJECTS\17094.00\survey\57\RW VACATION 40 STREET.dwg

SKETCH OF DESCRIPTION

A PORTION OF COMMERCE CENTER OF COCONUT CREEK
(P.B. 131, PG. 30, B.C.R.)

CITY OF COCONUT CREEK, BROWARD COUNTY, FLORIDA

DATE	9/12/07
SCALE	1"=100'
FIELD BK.	N/A
DWG. BY	J.V.
CHK. BY	R.K.K.

DATE	REVISIONS
10/29/10	REVISE SIGNATURE

KEITH and SCHNARS, P.A.
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ENGINEERS-PLANNERS-SURVEYORS
6500 N. ANDREWS AVE.
FT. LAUDERDALE, FL. 33309-2132
(954) 776-1616

SHEET NO. 2 OF 2 SHEETS
PROJECT NO. 17094L

COCONUT CREEK
BUTTERFLY CAPITAL OF THE WORLD®

CITY MANAGER'S OFFICE
4800 WEST COPANS ROAD
COCONUT CREEK, FLORIDA 33063

DAVID J. RIVERA
CITY MANAGER

MARY C. BLASI
DEPUTY CITY MANAGER

RECEIVED
MAR 30 2011

March 28, 2011

Mr. Franklin Keel
Director, Eastern Region
United States Department of the Interior
Bureau of Indian Affairs
Eastern Regional Office
545 Marriott Drive, Suite 700
Nashville, TN 37214

Subject: Seminole Tribe of Florida Trust Application

Dear Mr. Keel,

I am writing on behalf of the City of Coconut Creek ("City"), in regards to the Seminole Tribe of Florida's ("STOF") pending application to have certain lands adjacent to its present trust lands in Coconut Creek taken into federal trust. The City previously submitted letters raising several issues with regard to the STOF's Trust Application. Additionally, City staff and other City representatives appeared at the September 15, 2010, Environmental Impact Statement Scoping Public Hearing and reiterated many of those same concerns.

After lengthy negotiations, as of this date, with the execution of the enclosed Mitigation Agreement and City Commission and Tribal Resolutions, the City and the STOF have come to agreement on all of the City's concerns. The Agreement will become fully effective upon BIA's approval of its terms or issuance of a written determination that such approval is not required in accordance with 25 U.S.C. § 81 and 25 C.F.R. Part 84. On that basis, the City is hereby formally withdrawing all of its negative comments and objections, whether oral or written, to the STOF Trust Application. Further, the City fully supports the STOF's Trust Application in light of our negotiated Mitigation Agreement. The City looks forward to continuing in its role as a cooperating agency in the preparation of an EIS on the STOF's pending application.

We are available to discuss this further with if you have any questions.

Sincerely,

DAVID J. RIVERA
City Manager

cc: City Commission
Paul Stuart, City Attorney
Mitchell Cypress, Chairman, STOF
Steve Walker, Esquire

RESOLUTION NO. 2011-44

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF COCONUT CREEK, FLORIDA, FORMALLY WITHDRAWING ALL NEGATIVE COMMENTS AND OBJECTIONS TO THE SEMINOLE TRIBE OF FLORIDA'S TRUST APPLICATION PENDING BEFORE THE UNITED STATES SECRETARY OF THE INTERIOR; HEREBY SUPPORTING SAID TRUST APPLICATION; PROVIDING AN EFFECTIVE DATE

WHEREAS, the Seminole Tribe of Florida has a pending Fee to Trust Application for land adjacent to its current trust land in the City of Coconut Creek before the United States Secretary of the Interior; and

WHEREAS, the City of Coconut Creek, and the Seminole Tribe of Florida have negotiated and executed a Mitigation Agreement which addresses the concerns of the City regarding the impact of the United States taking the lands into Trust and the proposed Seminole development plan, certain provisions of which are subject to the ultimate approval by the Secretary or a written determination that such approval is not required; and

WHEREAS, the City of Coconut Creek is a cooperating agency in the preparation of the EIS on the pending Application.

WHEREAS, the City of Coconut Creek, Florida has no further objections to the Seminole Tribe of Florida pending Trust Application, and formally wishes to withdraw any objections now on the record, both in writing and orally; and

WHEREAS, the pending Trust Application of the Seminole Tribe of Florida now has the support of the City Commission of the City of Coconut Creek, Florida; and

State of Florida
County of Broward
City of Coconut Creek
I HEREBY CERTIFY that this is a true and correct copy
of Resolution No. 2011-44
Witness my hand the Official Seal of
The City of Coconut Creek this 29th day of
March 2011
Barbara A. Price
City Clerk

WHEREAS, the City Commission of the City of Coconut Creek, Florida has, upon review of the Mitigation Agreement, determined that withdrawing any of its objections to the Trust Application and supporting the Trust Application is in the best interests of the citizens of the City;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF COCONUT CREEK, FLORIDA:

Section 1: That the City Commission of the City of Coconut Creek, Florida hereby formally withdraws any and all negative comments and objections, written or oral, to the Seminole Tribe of Florida's pending Trust Application.

Section 2: That the City of Coconut Creek hereby fully supports the Seminole Tribe of Florida's pending Trust Application.

Section 3: That the City Commission of the City of Coconut Creek, Florida, authorizes a copy of this Resolution to be furnished to the Secretary of the Interior, and to all other interested parties.

Section 4: That, in accordance with Paragraphs D.10 and D.11 of the Mitigation Agreement, this Resolution is contingent upon final approval by the Secretary of the Interior or a written determination that such approval is not required.

Section 5: That this Resolution shall be in full force and effect immediately upon its passage and adoption.

Adopted this 24th day of March, 2011 on a motion by Commissioner Tooley and seconded by Commissioner Gerber.

Ayes	5
Nays	0
Absent or	
Abstaining	0

Lou Sarbone, Mayor

Attest:

Barbara S. Price, MMC
City Clerk

Sarbone	Aye
Belvedere	Aye
Gerber	Aye
Tooley	Aye
Aronson	Aye

\\pdc\data\City Attorney\NCousins\Documents\City Manager\Seminole Tribe\Trust Status Application\Resolution withdrawing objections to trust final 03-17-11.doc

(6)

RESOLUTION NO. 2011-44

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF COCONUT CREEK, FLORIDA, FORMALLY WITHDRAWING ALL NEGATIVE COMMENTS AND OBJECTIONS TO THE SEMINOLE TRIBE OF FLORIDA'S TRUST APPLICATION PENDING BEFORE THE UNITED STATES SECRETARY OF THE INTERIOR; HEREBY SUPPORTING SAID TRUST APPLICATION; PROVIDING AN EFFECTIVE DATE

WHEREAS, the Seminole Tribe of Florida has a pending Fee to Trust Application for land adjacent to its current trust land in the City of Coconut Creek before the United States Secretary of the Interior; and

WHEREAS, the City of Coconut Creek, and the Seminole Tribe of Florida have negotiated and executed a Mitigation Agreement which addresses the concerns of the City regarding the impact of the United States taking the lands into Trust and the proposed Seminole development plan, certain provisions of which are subject to the ultimate approval by the Secretary or a written determination that such approval is not required; and

WHEREAS, the City of Coconut Creek is a cooperating agency in the preparation of the EIS on the pending Application.

WHEREAS, the City of Coconut Creek, Florida has no further objections to the Seminole Tribe of Florida pending Trust Application, and formally wishes to withdraw any objections now on the record, both in writing and orally; and

WHEREAS, the pending Trust Application of the Seminole Tribe of Florida now has the support of the City Commission of the City of Coconut Creek, Florida; and

WHEREAS, the City Commission of the City of Coconut Creek, Florida has, upon review of the Mitigation Agreement, determined that withdrawing any of its objections to the Trust Application and supporting the Trust Application is in the best interests of the citizens of the City;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF COCONUT CREEK, FLORIDA:

Section 1: That the City Commission of the City of Coconut Creek, Florida hereby formally withdraws any and all negative comments and objections, written or oral, to the Seminole Tribe of Florida's pending Trust Application.

Section 2: That the City of Coconut Creek hereby fully supports the Seminole Tribe of Florida's pending Trust Application.

Section 3: That the City Commission of the City of Coconut Creek, Florida, authorizes a copy of this Resolution to be furnished to the Secretary of the Interior, and to all other interested parties.

Section 4: That, in accordance with Paragraphs D.10 and D.11 of the Mitigation Agreement, this Resolution is contingent upon final approval by the Secretary of the Interior or a written determination that such approval is not required.

Section 5: That this Resolution shall be in full force and effect immediately upon its passage and adoption.

Adopted this 24th day of March, 2011 on a motion by Commissioner Tooley and seconded by Commissioner Gerber.

Ayes	5
Nays	0
Absent or Abstaining	0

Lou Sarbone, Mayor

Attest:

Barbara S. Price, MMC
City Clerk

Sarbone	Aye
Belvedere	Aye
Gerber	Aye
Tooley	Aye
Aronson	Aye

\\pdc\data\City Attorney\NCousins\Documents\City Manager\Seminole Tribe\Trust Status Application\Resolution withdrawing objections to trust final 03-17-11.doc

7

RESOLUTION NO. 2011-75

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF COCONUT CREEK, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE THE ATTACHED MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY, THE UNITED STATES DEPARTMENT OF THE INTERIOR THROUGH THE BUREAU OF INDIAN AFFAIRS, BROWARD COUNTY, AND THE SEMINOLE TRIBE OF FLORIDA; WHICH MEMORANDUM CONFIRMS THE CITY AS A COOPERATING AGENCY IN THE SEMINOLE TRIBE FEE TO TRUST APPLICATION PENDING BEFORE THE BUREAU OF INDIAN AFFAIRS AND DEFINES THE RESPONSIBILITIES OF THE CITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Coconut Creek has been named a cooperating agency in the Seminole Tribe of Florida's application to have approximately 45 acres of land taken into Trust by the United States; and

WHEREAS, the Bureau of Indian Affairs (BIA) has requested that the City enter into a Memorandum of Understanding, (MOU) between the City, the BIA, Broward County and the Seminole Tribe of Florida; and

WHEREAS, which MOU outlines the duties and responsibilities of the parties, and confirms the City's status as a cooperating agency;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF COCONUT CREEK, FLORIDA:

Section 1: That the City Commission has reviewed and hereby approves the Memorandum of Understanding attached hereto and authorizes the City Manager to execute said Memorandum of Understanding.

Section 2: That this Resolution shall be in full force and effect immediately upon its passage and adoption.

Adopted this 14th day of July 2011, on a motion by Commissioner Tooley and seconded by Commissioner Aronson

Ayes	4
Nays	0
Absent or Abstaining	1

Lou Sarbone, Mayor

Attest:

Barbara S. Price, MMC
City Clerk

Sarbone	Aye
Belvedere	Aye
Gerber	Absent
Tooley	Aye
Aronson	Aye

\\pdc\data\City Attorney\NCousins\Documents\City Manager\Seminole Tribe\Seminole Project Ordinances and Resolutions\Resolution Approving Memorandum of Understanding 06-28-11.doc

United States Department of the Interior

BUREAU OF INDIAN AFFAIRS
Eastern Regional Office
545 Marriott Drive, Suite 700
Nashville, TN 37214

SEP 28 2011

Trust Services
Environmental Management

Ms. Barbara S. Price
Coconut Creek City
Clerk's Office
1801 7th Street, Suite 100
Fort Lauderdale, FL 33301

RE: Executed Memorandum of Understanding between the Bureau of Indian Affairs, Broward County, the City of Coconut Creek, and the Seminole Tribe of Florida

Dear Ms. Price:

Enclosed please find one original copy of the Memorandum of Understanding (MOU), as executed by the Bureau of Indian Affairs (BIA), Broward County, the City of Coconut Creek, and the Seminole Tribe of Florida. The MOU outlines the Lead Agency and Cooperating Agencies coordination for the Environmental Impact Statement being prepared for the proposed fee-to-trust transfer of land in the City of Coconut Creek, Florida. As the Lead Agency, the BIA approved the MOU on September 21, 2011.

If you have any questions, please feel free to contact Mr. Chet L. McGhee, Environmental Protection Specialist, at (615) 564-6830.

Sincerely,

Acting Director, Eastern Region

Enclosure

RECEIVED
SEP 29 2011
CITY OF COCONUT CREEK
CITY CLERK

MEMORANDUM OF UNDERSTANDING

between the

UNITED STATES DEPARTMENT OF THE INTERIOR

Bureau of Indian Affairs

BROWARD COUNTY, FL

CITY OF COCONUT CREEK, FL

and

SEMINOLE TRIBE OF FLORIDA

concerning:

Lead Agency and Cooperating Agency Coordination for an Environmental Impact Statement on the Proposed Fee-to-Trust Transfer of Land from the Seminole Tribe of Florida to the Bureau of Indian Affairs.

The objective of this Memorandum of Understanding ("MOU") is to establish an agreement between the Bureau of Indian Affairs ("BIA"), Broward County, FL ("County"), City of Coconut Creek, FL ("City") and the Seminole Tribe of Florida (the "Tribe") regarding the roles and responsibilities of the BIA, County, City, and the Tribe in the development of the Environmental Impact Statement ("EIS") concerning the Tribe's proposed fee-to-trust transfer of land. This MOU confirms the formal designation of the County, City, and the Tribe as cooperating agencies, and delineates the responsibilities and obligations of each agency with respect to the development of the EIS. Accordingly, the parties agree to the following:

I. Purpose

The Tribe is applying to the BIA for a fee-to-trust transfer of 45± acres of land owned by the Tribe (the "Proposed Action"). The Proposed Action is intended to help address the Tribe's need to consolidated landholdings, obtain political self-determination, self-sufficiency, and economic growth as a federally recognized Indian tribe. The federal government's trust relationship with Indian tribes is defined by treaties, statutes, Executive Orders, regulations, and judicial decisions. The BIA is required to review the proposed fee-to-trust acquisition under the National Environmental Policy Act of 1969, as amended (Pub. L. 91-190, 42 U.S.C. 4321 et seq.) ("NEPA"). Under NEPA, the BIA is the lead agency for the evaluation of the Proposed Action and alternatives consistent with Council on Environmental Quality ("CEQ") regulations, 40 C.F.R. §§ 1500~1S08. In accordance with this MOU, the County, City, and the Tribe are designated cooperating agencies. The preparation of the EIS has been contracted to Analytical Environmental Services ("AES"), a third-party contractor to the BIA.

II. Authority.

The agencies enter this MOU under the authority of NEPA, CEQ regulations, the July 28, 1999 CEQ Memorandum on Designation of Non-Federal Agencies to be Cooperating Agencies in Implementing the Procedural Requirements of NEPA, the January 30, 2002 CEQ Memorandum

on Cooperating Agencies in Implementing the Procedural Requirements of NEPA, Department of Interior Manual 516 DM 1-6, 10, and the BIA NEPA Handbook, 59 IAM 3-H (May 5, 2005).

III. Responsibilities and Obligations.

A. Responsibilities of the Lead Agency - Among its statutory and regulatory obligations, the lead agency BIA shall be responsible for:

1. Drafting the NEPA documents to ensure that the EIS is in compliance with all applicable laws, policies, Executive Orders, and guidelines with respect to potential impacts resulting from the Proposed Action.

2. Through consultation with each cooperating agency, the BIA is responsible for selecting the alternatives for assessment in the EIS and, when desirable or appropriate, for the selection of a Preferred Alternative.

3. Approving the Draft EIS and the Final EIS prior to release to the public.

4. Preparing and approving a Record of Decision ("ROD").

5. Having the sole authority to manage and direct the actions of AES.

6. Designating those subject areas in the EIS upon which each cooperating agency will focus its evaluation and review of the environmental issues. These designations will be based upon the special expertise of each cooperating agency.

7. Participating in all phases of EIS preparation, including attending inter-agency coordination meetings, reviewing draft documents and public notices, and participating in public scoping and Draft EIS public review meetings and hearings.

8. Receiving and reviewing all agency and public scoping comments, comments on the Draft EIS and the Final EIS, and preparing responses to comments.

9. Keeping cooperating agencies informed in general on the progress of the EIS and providing copies of documents relevant to the cooperating agencies' duties hereunder as determined in the discretion of the BIA. Such documents will include the scoping report, agency and public scoping comments, Draft EIS, Final EIS, and ROD.

10. Contributing to and maintaining a comprehensive mailing list for distribution of Proposed Action information and NEPA documents.

11. Designating a representative(s) to serve as the day-to-day liaison or point of contact for the Proposed Action.

12. Maintaining the Federal Administrative Record of the preparation of the EIS and ROD.

B. Responsibilities of the Cooperating Agencies - County, City, and the Tribe shall be responsible for:

1. Participating in the EIS process, including attending meetings as requested by the

BIA, reviewing draft documents, and participating in the scoping and Draft EIS public review processes.

2. Identifying significant environmental issues and providing assistance and information related to their areas of special expertise, as follows:

   ii. County - shall provide such assistance and information related to its areas of expertise concerning the economic, socioeconomic, environmental, land use, public health and safety, tax, and regulatory impacts of the Proposed Action within County as the BIA requests.

   iii. City -shall provide such assistance and information related to its areas of expertise concerning the economic, socioeconomic, environmental, land ·use, public health and safety, tax, and regulatory impacts of the Proposed Action within City as the BIA requests.

   iv. Tribe -shall provide such assistance and information as the BIA requests.

3. Responding in a timely manner to data requests put forth by the BIA or AES.

4. Designating a representative to serve as the day-to-day liaison or point of contact for the Proposed Action,

5. Reviewing agency and public scoping comments, comments on the Draft EIS and Final EIS, and providing sueh assistance with preparing responses to comments as the BIA requests.

6. Contributing to a comprehensive mailing list for distribution of Proposed Action information and NEPA documents.

7. Maintaining and providing to the BIA copies of documents and correspondence for inclusion in the federal Administrative Record of the preparation of the EIS and ROD. Documents and eorrespondence not in the possession of the BIA may not be included in the Administrative Record.

The parties to this MOU understand that cooperating agency status does not confer to the cooperating agencies any special authority to change, edit, or veto all or part of the EIS, ROD, or other related NEPA documentation, which remains the ultimate responsibility of the BIA. In addition, the parties understand that veto or decision-making power does not accompany cooperating agency status. As the lead agency charged with carrying out the NEPA process, the BIA retains sole decision-making authority over the EIS and its process and the ROD.

IV. Administration.

A. This MOU shall not enlarge or diminish the BIA's obligation to provide documents to the public under Federal law. In addition to those otherwise provided under Federal law~ the rights of the cooperating agencies to documents pursuant to this MOU are set forth in Section III(A)(9).

B. The parties agree to use their best efforts to resolve any substantive disputes. If any issue eannot be resolved, the BIA will be the final decision-maker. However, the cooperating

agencies retain the right to comment on all issues related to the EIS, including those in dispute, through the normal NEPA process available to any interested member of the public.

C. The cooperating agencies agree not to employ the services of any representative or party having a financial or other interest in the outcome of the Proposed Action. The cooperating agencies will take all necessary steps to ensure that no conflict of interest exists with its consultants, counsel, or representatives employed in this undertaking.

D. This MOU shall be incorporated into or referenced in the Draft and Final EIS for public review so that the signatories' respective roles may be understood.

E. Any party may unilaterally withdraw from this MOU after 30 days written notice of their intention to do so to the other parties. During the intervening 30 days, the parties agree to actively attempt to resolve any outstanding disputes and disagreements.

F. The BIA may terminate this MOU with respect to any cooperating agencies at any time by providing 30 days written notice of the termination to the other parties, which notice shall identify reasons for the termination. During the intervening 30 days, the parties agree to actively attempt to resolve any outstanding disputes and disagreements. Grounds for termination include, but are not limited to, failure or unreasonable delay in meeting the responsibilities Parts III.B or IV of this MOU. This MOU shall otherwise remain in effect for the remaining parties until the BIA has issued a Final ROD.

G. This MOU may be amended with the written concurrence of all parties.

H. This MOU does not obligate the BIA to provide funding for cooperating agency involvement in the preparation of the EIS, nor does it require the signatory agencies to obligate or expend funds in excess of available appropriations.

I. The cooperating agencies agree not to seek recourse against the United States for any cause of action that may arise under this MOU. Provided, however, that neither this provision or anything else in this MOU shall be construed or deemed to waive, diminish, or otherwise affect the rights, claims, causes of action, counterclaims, or defenses the cooperating agencies, may have under statute, rule, regulation, or common law to challenge all or a portion of the Final EIS or ROD, or both, for the Proposed Action, or the decision on the Proposed Action itself.

J. Nothing herein shall be construed as obligating the government to expend, or as involving the United States in any contract or other obligation for the future payment of, money in excess of appropriations authorized by law and administratively allocated for this work.

V. Endorsements

We, have read the foregoing and by signing this; MOU, agree to our intent to provide services as outlined above.

For Bureau of Indian Affairs:

SEP 2 1 2011

Name (sign) Date

Franklin Keel
Director, Eastern I
Bureau of Indian A

Name (print)

Title

For Broward County, FL:

6/28/11 #38

Name (sign) Date

Sue Gunzburger

Name (print)

MAYOR

Title

COUNTY COMMISSIONERS CREATED OCT. 1ST 1915 BROWARD COUNTY FLORIDA

Approved as to Form
Noel Pfeffer
Deputy County Atty. 6/28/11

For City of Coconut Creek, FL:

Name (sign) Date

Name (print)

Title

For Seminole Tribe of Florida:

Name (sign) Date

Name (print)

Title

For Bureau of Indian Affairs

Name (sign) Date SEP 2 1 2011

Name (print)

Title

For Broward County, FL:

Name (sign) Date

Name (print)

Title

For City of Coconut Creek, FL:

Name (sign) Deputy City Manager Date 7-18-11

Name (print) MARY C. BLASI

Title for DAVID J. RIVERA City Manager

Attest:

Barbara A. Rice, City Clerk

Approved as to FOrm:

City Attorney PAUL S. STUART

For Seminole Tribe of Florida:

Name (sign) Date

Name (print)

Title

For Bureau of Indian Affairs

SEP 2 1 2011

Name (sign) Date

Franklin Keel
Director, Eastern R...
Bureau of Indian Af...

Name (print)

Title

For Broward County, FL:

Name (sign) Date

Name (print)

Title

For City of Coconut Creek, FL:

Name (sign) Date

Name (print)

Title

For Seminole Tribe of Florida:

JUL 27 2011

Name (sign) Date

JAMES E. BILLIE

Name (print)

CHAIRMAN OF THE TRIBAL COUNCIL

Title

8

RESOLUTION NO. 2009-139

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF COCONUT CREEK, FLORIDA, APPROVING A CITY GREEN PLAN, ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT "A," FOR THE PURPOSE OF GUIDING ENVIRONMENTAL LEADERSHIP THROUGH THE CREATION OF A CITY GREEN IMAGE, THE IDENTIFICATION OF SUSTAINABLE THEMES, A RANGE OF ACTION STEPS, AND A METHOD FOR ANNUAL MONITORING; PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Coconut Creek has a history of being environmentally friendly with green programs, awards, and certifications; and

WHEREAS, in 2007, the City signed the Mayors Climate Protection Agreement in recognition of the urgent need to address environmental issues that impact our earth and cities; and

WHEREAS, addressing environmental issues is key to our future; and

WHEREAS, a comprehensive, city-wide approach is needed; and

WHEREAS, the City strives to be leaders in green planning and desires a comprehensive City Green Plan that will serve as a framework for achieving environmental leadership; and

WHEREAS, the City Green Plan contains a series of action steps with annual measures; and

WHEREAS, an annual report will be presented to the City Commission on the Green Plan as a means to monitor the progress of the plan; and

WHEREAS, at its meeting of November 17, 2009, the City's Environmental Advisory Board recommended the approval of said City Green Plan to the City Commission;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF COCONUT CREEK, FLORIDA:

Section 1: That the City Commission finds and determines that the above described plan is in the best interests of the residents of the City of Coconut Creek and serves a public purpose.

8

Section 2: That at its meeting of November 17, 2009, the City's Environmental Advisory Board recommended the approval of said City Green Plan to the City Commission.

Section 3: That the City Commission has reviewed and hereby approves the City Green Plan, attached hereto and made a part hereof as Exhibit "A."

Section 4: That this Resolution shall take effect immediately upon its passage and adoption.

Adopted this 10th day of December, 2009, on a motion by

Vice Mayor Aronson and seconded by Commissioner Belvedere.

Ayes	5
Nays	0
Absent or Abstaining	0

Marilyn Gerber, Mayor

Attest:

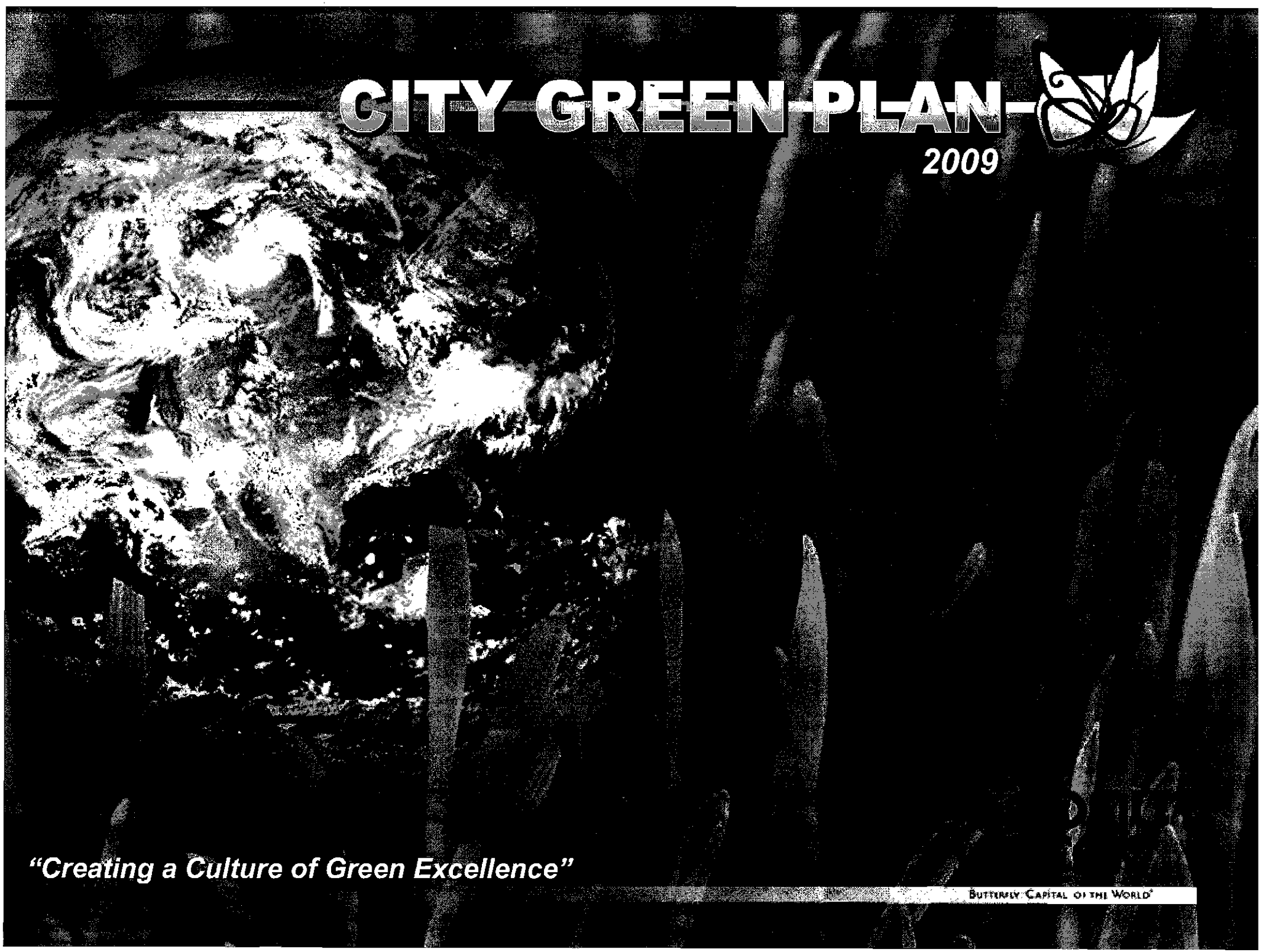
Barbara S. Price, MMC
City Clerk

Gerber	Aye
Aronson	Aye
Sarbone	Aye
Tooley	Aye
Belvedere	Aye

SR:JH:mb
\\Pdc\data\Development Services\MBowers\Documents\Project Coordinator\Resolutions\Res715 City Green Plan adoption.doc
11-30-09

CITY GREEN PLAN

2009



"Creating a Culture of Green Excellence"

BUTTERFLY CAPITAL OF THE WORLD®

ACKNOWLEDGEMENTS

CITY COMMISSION
Marilyn Gerber, Mayor
Lisa K. Aronson, Vice Mayor
Lou Sarbone, Commissioner
Becky Tooley, Commssioner
Mikkie Belvedere, Commissionar

ENVIRONMENTAL ADVISORY BOARD
Kevin Cunniff, Chair
Dan Mackey, Vice-Chair
Heidi Thorman
Julius Yablonsky
Susan Glatt
Jim Thompson

CITY MANAGER
David J. Rivera, City Manager
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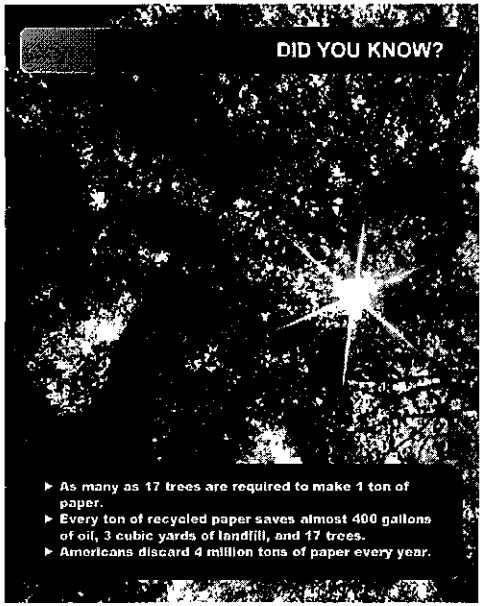
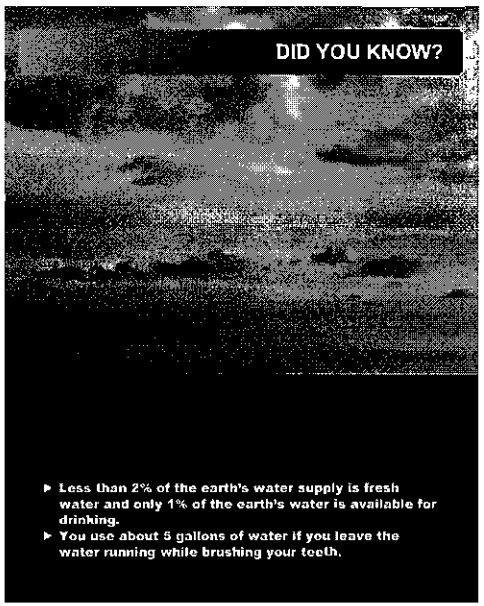
Tony Avello, Police

Adopted by City Commission on December 10, 2009

TABLE OF CONTENTS





Introduction
Overview 1
City Green Highlights 2

Green Image
City Green Image 3

Sustainable Themes
Defining Sustainability 4
Thematic Areas for Plan Measurement 4

Implementation
Current Green Accomplishments 5
Action Steps 6
Categorization of Action Steps 6
Category 1: MainStreet and Green Development 7
Category 2: Urban Nature 9
Category 3: Energy Conservation 10
Category 4: Water Conservation and Reduction 11
Category 5: Waste Reduction and Recycling 12
Category 6: Sustainable Transportation and Mobility 13
Category 7: Community Outreach and Empowerment 14
Category 8: City Operations 16
Category 9: Regional Leadership 18

Plan Monitoring
Process 20
Annual Monitoring Report 20
Reporting Format for Categories 21

"Did You Know?" Sources:
U.S. Environmental Protection Agency
Florida Department of Environmantal
Broward County Environmental Protection and Growth Management
Earth Day Network
Arbor Day Foundation

INTRODUCTION

Overview

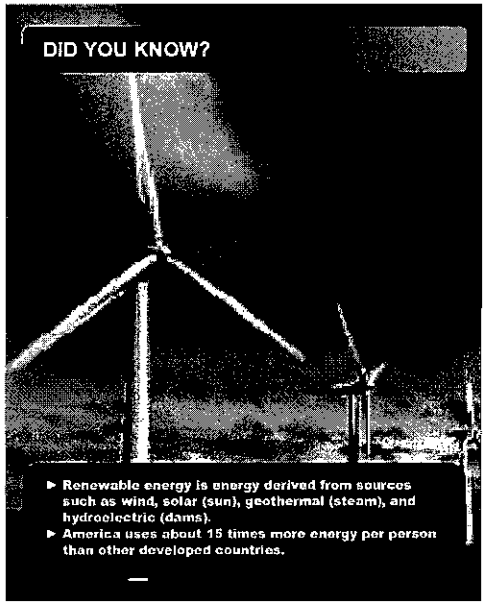
In May 2009, an assembly of residents, business owners, City staff and City Commissioners participated in a visioning session called "Vision 2020." The purpose of this assembly was to gather input on City-wide issues and to develop a *greenprint* for the future growth of the City. Discussion occurred under several categories, which included: Quality of Life and City Services, Economic Development and Environmental Preservation, and Education/Recreation/Cultural Resources.

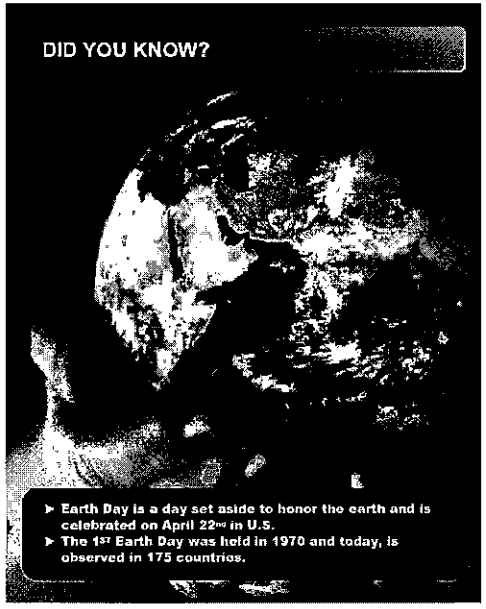
During the assembly, a consistent theme was discussed under each category regarding the City's green image. There was the overwhelming sentiment that the green movement must be infused throughout the community culture, promoted as a community focus, and contained in City operations. As a result, this comprehensive green plan has been developed to guide the City's commitment toward a sustainable community.

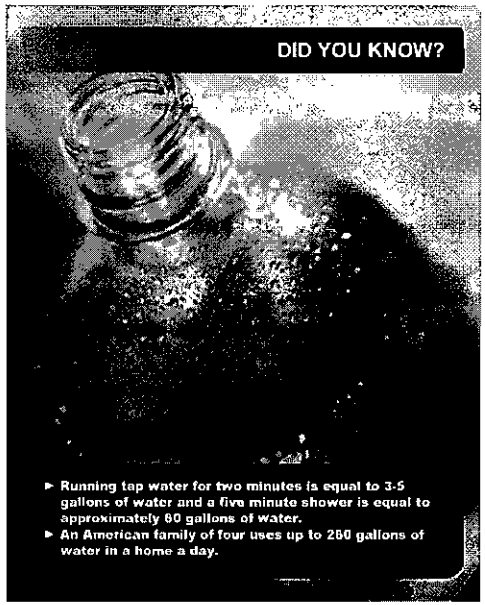
The *City Green Plan* is a document that establishes a framework for achieving environmental leadership in the region with the adoption of a city green image, the identification of sustainable themes for plan measurement, a range of action steps, and a method for annual monitoring. Discussion focuses on the sustainable environment themes established through United Nations Urban Environmental Accords such as energy and water conservation, renewable energy, waste reduction, recycling efforts, green building design, transportation options, and climate change.

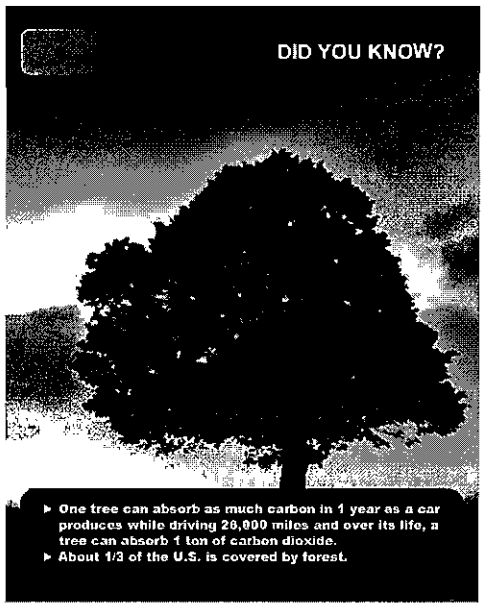
By implementing the action steps contained in this plan, the City will provide long-term benefits to the health and well-being of the community. Annual evaluations can provide assistance in community decision making based on the assessment and data of each action, and will most likely result in cost savings based on a diminished demand for resources. Since implementation timeframes may vary, this document has been developed using a timeline of one year to ten years with ultimate achievements by the year 2020. This timeframe is being used to align with the "Vision 2020" process completed by the City.

As part of a larger region, Coconut Creek is uniquely poised to lead green city planning with innovative and progressive solutions through annual evaluation. Successful implementation will ensure Coconut Creek remains unique, competitive, and a leader in South Florida while preserving the City environment for future generations. The *greening* of Coconut Creek is here!









City Green Highlights

1989 - City receives its 1st Tree City USA designation by the Arbor Day Foundation

2000 - City holds 1st Annual Arbor Day Tree Giveaway celebration at City Hall

2001 - Hilton Road Greenway opens making it the 1st greenway trail in the City.

2002 - City Commission declares the City "Butterfly Capital of the World" on April 25th

2003 - Inaugural Butterfly Celebration and Butterfly Run is held

2004
- City receives the Emerald Award from Broward County for environmental preservation leadership
- MainStreet Master Plan is unveiled illustrating a future sustainable downtown area
- MainStreet Design Standards document is adopted by City Commission, requiring all buildings to receive Leadership in Environmental and Energy Design (LEED) certification by United States Green Building Council (USGBC)

2005
- City named the State of Florida's first and the United States eleventh "Community Wildlife Habitat" by National Wildlife Federation
- City employees begin working 4-day work week in effort to conserve energy

2006
- City Hall Courtyard and Butterfly Garden Enhancement Project is completed
- Commission adopts Affordable Housing Linkage Fee Ordinance, first of its kind in the State of Florida, supporting workforce housing as part of a sustainable community
- Promenade at Coconut Creek receives site plan approval as first project in the MainStreet Project Area

2007 - Commission adopts City-Wide Master Greenways Plan

2008
- Commission adopts Green Building Ordinance for projects outside MainStreet Project Area
- Promenade at Coconut Creek opens first phase and receives LEED Pre-Certification Status from USGBC

2009
- City receives its 20th Tree City USA designation by Arbor Day Foundation
- City receives Audubon Green Community Award by Audubon International
- City participates in the Mayor's Green Challenge
- City launches a Sustainable Lecture Series
- Development Services Department changes name to Department of Sustainable Development in effort to lead the next 20 years in green planning

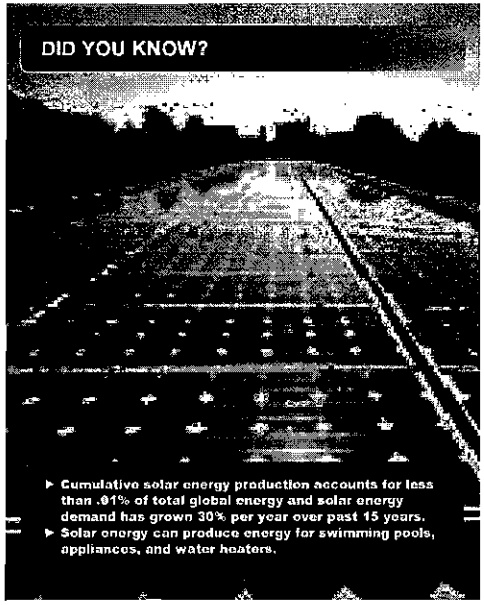
GREEN IMAGE

City Green Image

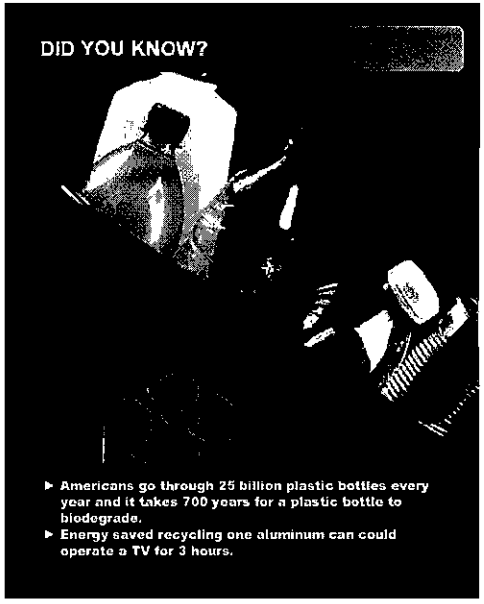
The branding of the City Green Plan is important. By utilizing a consistent *green image*, the community can identify programs and events that are a part of the green planning effort and embrace the image as part of a green community culture. The concept for the image is based on the Vision 2020 Assembly, Policy Statement, Section IV, where it states the following:

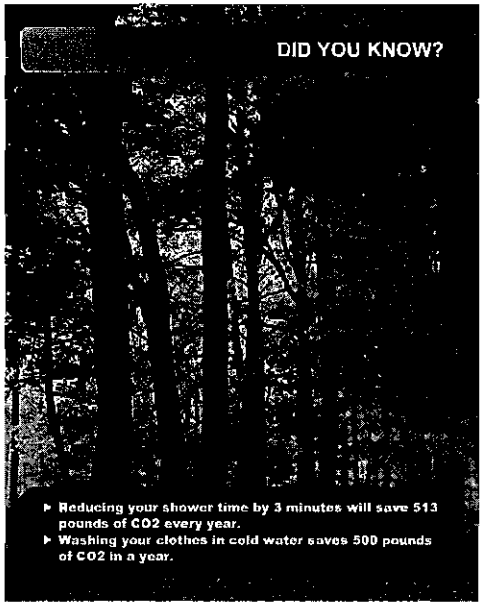
> *The butterfly can be used as part of the City's branding and the phrase "Butterfly Capital of the World" or the butterfly logo can be used in a variety of ways to promote the City.*

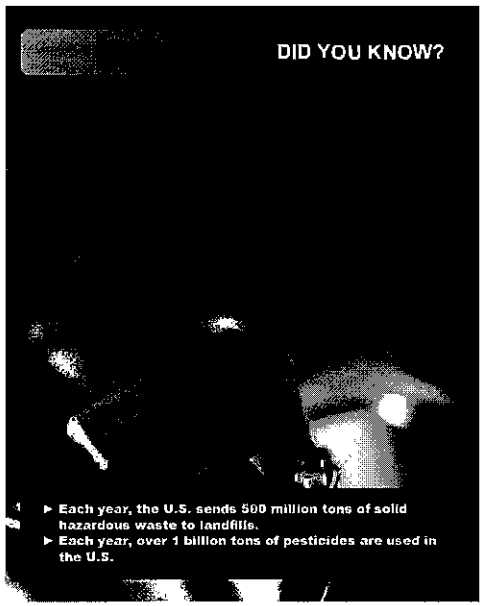
In keeping with the above policy statement, the butterfly image created by the City, commonly dubbed "Fluffy" will be used as part of the image. The concept behind the symbol is to place Fluffy on top of two leaves with Fluffy representing the City and the leaves represent the environment. The *green image* shall be used on all programs, events, banners, posters, flyers, etc. that are directly related to the goals and action steps of this document. By adopting this document, the City Commission thereby adopts the *City Green Image*.



"Creating a Culture of Green Excellence"







Defining Sustainability

Sustainability has become a wide-ranging term that can be applied to almost every facet of daily life, on a global to local scale, and occurring over time. It is a balance between extraction and renewal so not to cause an overall burden on the environment - a balance between resources used and resources created in order to meet present needs without compromising the ability of future generations to meet their own needs.

In 2007, the City of Coconut Creek signed the Mayors Climate Protection Agreement In recognition of the urgent need to address environmental issues. By signing this agreement, the City strives to adopt and promote polices on a range of environmental issues that impact our earth and commits to define *sustainability* for the community it serves.

Thematic Areas for Plan Measurement

The City Green Plan outlines seven *thematic areas for plan measurement*. The themes follow the framework of the United Nations Green Cities Declaration and Urban Environmental Accords. The United Nations Green Cities Declaration is a collaborative call for action for cities to recognize that 75% of the world's resources creating our environmental challenges are consumed by cities. The Urban Environmental Accords contain action items for addressing environmental issues related to energy, waste reduction, urban design, urban nature, transportation, environmental health, and water issues. For the purpose of this plan, the following *thematic areas* will be used to measure the City Green Plan action steps:

Energy
Energy Efficiency – Renewable Energy – Conservation

Water
Water Efficiency – Water Conservation – Water

Urban Design
Green Building – Urban Planning – Economic Development

Urban Nature
Parks – Habitats – Wildlife

Waste Reduction
Recycling – Zero Waste – Citizen Participation

Transportation
Public Transportation – Greenway Network – Mobility

Climate Change
Carbon Reduction – Regional Leadership – Environmental Health

IMPLEMENTATION

Current Green Accomplishments

As highlighted in the Introduction, the City has been establishing a green history for many years. This history is not just in trademark registration or awards or certifications but also in Coconut Creek regulatory requirements and operations. There have been many *green accomplishments* by City departments. For example, the MainStreet Design Standards, adopted in 2004, requires all buildings in the MainStreet Project Area to receive LEED® Certification and City janitorial services have been using Green Seal cleaning products for several years. In addition, departments have gone "paperless" and recycling bins have been supplied to each office workspace. All of these department efforts will be integrated into this plan. A brief summary of *green accomplishments* by each department is provided below.

City Manager
-Expand e-government access
-Promotion of "Butterfly Capital of World"

City Clerk
-Electronic retrieval of city documents
-Public meeting agendas and minutes online

Information Technology
-Purchase Energy Star compliant computer
-Desktop and printer power management
-Recycle ink cartridges
-Recycle computers
-Server virtualizations energy saving technique

Development Services
-Paper reduction, scanning of files
-Landscape Award program
-MainStreet and green building requirements
-E-gov services for payments
-Greenway trail construction
-Affordable/Workforce Housing programs
-Recycled paint program

Parks and Recreation
-E-gov services for online registration

City Attorney
-Paper reduction
-Legal review of "green" regulations

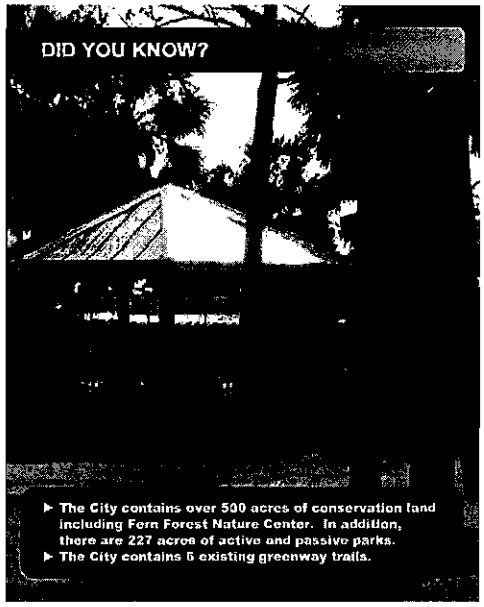
Finance and Administrative Services
-E-gov service for receiving electronic bills
-E-gov service for online bill payments
-Creation of PCard system for purchasing

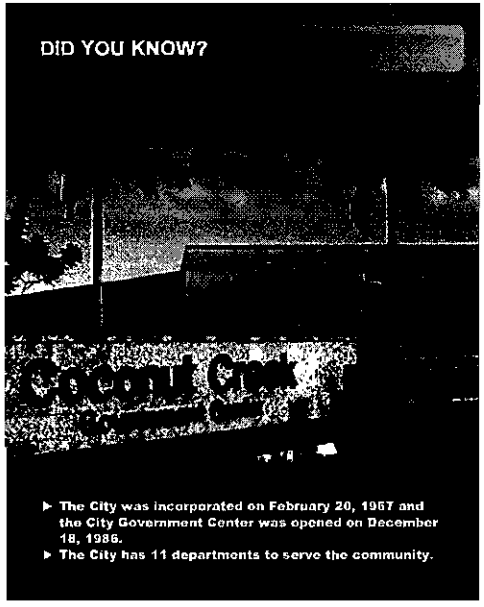
Human Resources
-Online application procedures
-Wellness initiative
-Paperless internal procedures

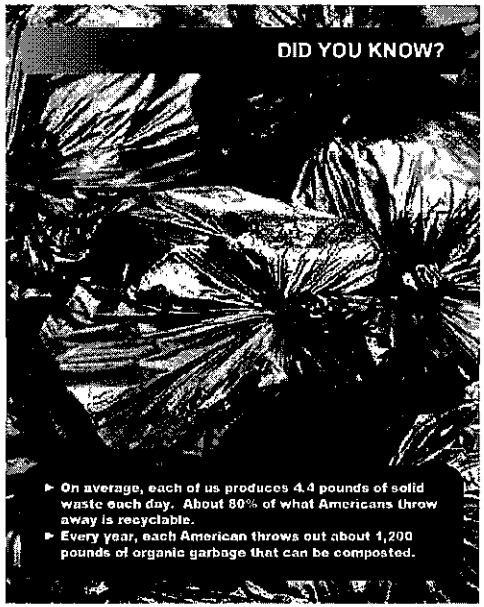
Police Department
-Paperless internal procedures
-Nitrogen in PD car tires for improved mileage
-Uses bike patrol and T3 vehicles

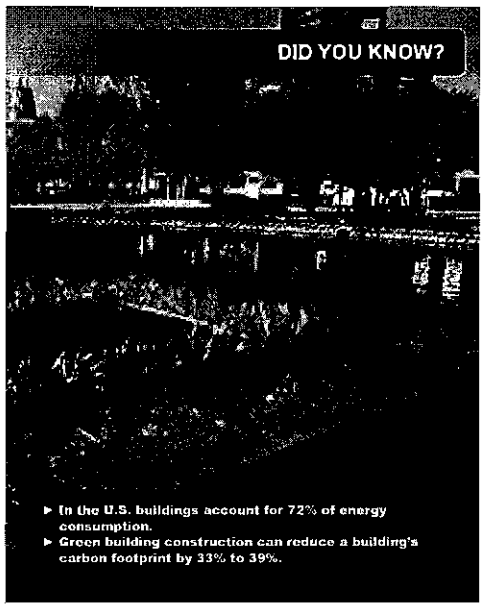
Fire
-Paperless procedures

Public Services
-Solar energy, various projects and locations
-Energy efficient improvements in City buildings
-Enhancement of natural areas
-Increased recycling efforts, city hall and community









Action Steps

The City Green Plan *action steps* contain a range of programs and initiatives for implementation that formulate a strategy toward achieving sustainability. Through each action, there are means to conserve energy and water, reduce waste, improve community participation, and demonstrate environmental stewardship while achieving greenhouse gas reductions. There are different levels of effort ranging from the City-controlled to voluntary community participation to regional leadership. All of the efforts are interrelated, and when implemented together, will define sustainability for the City.

Although the specifics of each action are not outlined in this document, the basic concept is described together with the sustainable themes for measurement, the existing status, and the departments responsible for implementation. There is no particular order for implementation and some *action steps* can be completed within short timeframes, while others will require a longer timeframe. As stated in the introduction, a ten-year timeframe will be used as the ultimate goal for implementation of this plan.

Categorization of Action Steps

The action steps have been organized under nine *categories* in an effort to guide coordination throughout City departments and provide structure for measuring results. The nine *categories* are:

Category 1: MainStreet and Green Development

Category 2: Urban Nature

Category 3: Energy Conservation

Category 4: Water Conservation and Reduction

Category 5: Waste Reduction and Recycling

Category 6: Sustainable Transportation and Mobility

Category 7: Community Outreach and Empowerment

Category 8: City Operations

Category 9: Regional Leadership

Category 1: MainStreet and Green Development

Sustainable Theme: Urban Design

Action 1.1 **Achieve LEED® Certification for all buildings in the MainStreet Project Area with at least 15% certified at Silver, Gold, or Platinum level.**
Purpose: The MainStreet Project Area is the City's adopted vision for a sustainable downtown, and as such, certification is critical to the success of this vision. By striving for higher certification levels, the City can promote the MainStreet area as one of the largest, contiguously certified projects in the country.
Status: Four projects registered, one project pre-certified.
Departments Responsible for Achievement: City Manager, Sustainable Development

Action 1.2 **Achieve LEED® Certification or Florida Green Building Coalition (FGBC) Certification on 50% of buildings outside the MainStreet Project Area.**
Purpose: Striving for certification outside the MainStreet Project Area should be encouraged and evaluated as a requirement during the project approval process.
Status: One project certified, three projects registered.
Departments Responsible for Achievement: City Manager, Sustainable Development

Action 1.3 **Achieve LEED® Certification for all new City constructed buildings, and when feasible strive for Silver, Gold, or Platinum certification level.**
Purpose: Successful achievement of this action will demonstrate the City's commitment to lead by example and will ensure that sustainable building designs and practices are incorporated into City-funded projects.
Status: No such ordinance exists.
Departments Responsible for Achievement: City Manager, City Clerk, Finance and Administrative Services, Sustainable Development, Public Services

Action 1.4 **Retrofit all City-owned buildings with green building techniques by 2020 and, where feasible, seek LEED® Existing Building Certification.**
Purpose: As City-owned buildings begin to age, it will be important to retrofit buildings with newer green building technologies, including energy and water usage, indoor air quality, and overall building efficiency.
Status: No such work plan exists.
Departments Responsible for Achievement: City Manager, Finance and Administrative Services, Sustainable Development, Public Services

Action 1.5 **Create a "green" checklist by 2010 for use on all City projects such as engineering or landscape projects, permits, etc.**
Purpose: A green checklist will assist in project planning and product evaluation for any City-initiated project. This action will further the City's commitment to sustainable community goals.
Status: No checklist exits.
Departments Responsible for Achievement: City Manager, Finance and Administrative Services, Sustainable Development, Public Services, Parks and Recreation

Action 1.6 **Ensure 100% of new development projects throughout the City contain conspicuous displays of green technology that function in the project design while providing a social, artistic, and environmental value.**
Purpose: Displays of green technology and art that function in the project design will provide an opportunity for green building techniques that are typically hidden from public view to be visible, thereby providing a social and practical function.
Status: Recommended during the DRC process.
Departments Responsible for Achievement: Sustainable Development

Action 1.7 **Create a MainStreet Workforce Housing Incentive Program by 2010 in order to provide additional density for projects that demonstrate superior green building design while providing workforce housing, including those projects that seek LEED® Certification at Silver, Gold, or Platinum level.**
Purpose: The MainStreet Project Area is the City's adopted vision for a sustainable downtown, and as such, workforce housing is a key component. By providing a density incentive, the City furthers the vision for a sustainable downtown.
Status: No program exists.
Departments Responsible for Achievement: City Manager, Sustainable Development

Action 1.8 **Create an educational eco-village within the MainStreet Project Area that can promote the dual-use of school facilities and provide for eco-cultural activities.**
Purpose: The MainStreet Project Area is the City's adopted vision for a sustainable downtown and the efficient use of land is a sustainable practice. By promoting dual-use of a facility, it reduces the need for additional construction. In addition, the City should consider using City-owned land for eco-cultural activities which may reflect the uniqueness of Coconut Creek.
Status: No educational eco-village plan exists.
Departments Responsible for Achievement: City Manager, Finance and Administrative Services, Sustainable Development

Action 1.9 **Increase residential density and promote mixed-use for projects that support planned long-range transportation systems such as the U.S. 441/State Road 7 corridor or Educational Corridor.**
Purpose: The action would coordinate land use and transportation planning to ensure future development is sustainable for appropriate areas such as the U.S. 441/State Road 7 corridor.
Status: City has the ability to increase density through the utilization of flex and reserve units.
Departments Responsible for Achievement: Sustainable Development

Category 2: Urban Nature

Sustainable Theme: Urban Nature

Action 2.1 **Achieve 40% tree canopy coverage throughout the City with maximum tree coverage on public and private land by 2020.**
Purpose: Increasing tree canopy benefits the City as a whole and provides a social, economic, and environmental value to the community.
Status: Ongoing programs exist, including the Annual Tree Giveaway, Landscape Award Program, SouthCreek Tree Program, and a city-wide tree inventory.
Departments Responsible for Achievement: City Manager, Sustainable Development, Public Services

Action 2.2 **Achieve 40% greenroof coverage for new construction in MainStreet Project Area and 10% greenroof coverage for new construction for areas outside of MainStreet.**
Purpose: Greenroofs can contribute to the overall tree canopy of the City and provide additional benefits to buildings energy efficiency. Greenroofs are vegetated roof covers as defined by the MainStreet Design Standards.
Status: MainStreet Design Standards require greenroofs on top of commercial and office buildings and on the top portion of parking structures. No requirement exists outside of the MainStreet area.
Departments Responsible for Achievement: City Manager, Sustainable Development

Action 2.3 **Ensure public access to passive parks, recreational areas, open space, or greenway trails within ½ mile of all residents by 2020.**
Purpose: Public parks enhance the quality of life for residents. By providing access, residents can utilize park facilities particular to their needs. In addition, the public can be more aware of open space and find a new appreciation of urban nature.
Status: Park and Recreation Department operates 21 city parks and offers 227 acres of active and passive parks and 32 acres of athletic fields.
Departments Responsible for Achievement: Sustainable Development, Parks and Recreation, Public Services

Category 3: Energy Conservation

Sustainable Theme: Energy

Action 3.1 **Achieve a minimum of 40% of energy use for the MainStreet Project Area from renewable energy sources by 2020 or by completion of development in MainStreet.**
Purpose: The MainStreet Project Area is the City's adopted vision for a sustainable downtown, and the use of renewable energy should be maximized in project design, development, and approval.
Status: MainStreet Design Standards requires the use of sustainable energy in the building design.
Departments Responsible for Achievement: City Manager, Sustainable Development

Action 3.2 **Utilize a minimum of 10% of publicly-owned land for alternative energy sources by 2020.**
Purpose: The City should strive to utilize City-owned land for solar collectors and/or wind turbines for long-term energy generation to serve the needs of City buildings. If possible, the City should evaluate using County-owned land for similar use.
Status: No evaluation being conducted at this time.
Departments Responsible for Achievement: City Manager, Finance and Administrative Services, Sustainable Development, Public Services, Information Technology

Action 3.3 **Increase the use of solar power in residential areas by 40% by 2020.**
Purpose: Solar energy options are extremely effective in smaller continuous loads, perfect for a residential unit. As such, the City should encourage solar power for residential use by educating residents on available rebates and permit process.
Status: No program exists. Building division issues solar related permits and the number can be monitored by staff.
Departments Responsible for Achievement: City Manager, Sustainable Development

Action 3.4 **Modify the City's Neighborhood Enhancement Grant Program making renewable energy projects eligible for application submittal with 50% of all grants toward renewable energy projects by 2020.**
Purpose: A new section in the Neighborhood Enhancement Grant Program addressing renewable energy can encourage neighborhoods to seek alternative forms of energy for common areas such as lighting or pool pumps, thereby reducing energy consumption for neighborhoods and City as a whole.
Status: The City has existing enhancement program that focuses on beautification, traffic calming, noise walls, hurricane tree canopy replacement, and wildlife habitat creation. The program is funded by the City during the annual budget process.
Departments Responsible for Achievement: City Manager, Finance and Administrative Services, Sustainable Development

Action 3.5 **Ensure 20% of grants received by the City are for energy conservation projects.**
Purpose: Given current Federal actions, such as the American Recovery and Reinvestment Act of 2009, the City should maximize grant opportunities that advance City-wide energy planning.
Status: City is seeking money through the Energy Efficiency and Conservation Block Grants for energy projects.
Departments Responsible for Achievement: City Manager, Finance and Administrative Services, Sustainable Development, Public Services, Information Technology

Category 4: Water Conservation and Reduction

Sustainable Theme: Water

Action 4.1 **Ensure 100% of irrigation in the MainStreet Project Area is from on-site water collection or, if possible, reclaimed water.**
Purpose: The MainStreet Project Area is the City's adopted vision for a sustainable downtown, and restricting irrigation to on-site collection or reclaimed water is essential to water consumption reduction. Since green building construction is required for this area, creative on-site techniques may increase the ability to collect water on-site.
Status: City currently encourages the use of on-site water for irrigation. By restricting the MainStreet area, the City will reduce consumption that is considered wasteful when irrigating.
Departments Responsible for Achievement: City Manager, Sustainable Development, Public Services

Action 4.2 **Reduce residential water consumption by 10% by 2012 and by 15% by 2020 through a Residential Water Reduction Initiative.**
Purpose: By utilizing GIS, the City can identify residential lots that consume more water than other lots within a development. Residents may be unaware of possible leaks or options to conserve, and this initiative can achieve a reduction in water consumption while providing savings.
Status: No such program exists. The City did modify water fees in April 2009 to a tiered system with higher fees for higher consumption.
Departments Responsible for Achievement: City Manager, Sustainable Development, Public Services

Action 4.3 **Increase the availability of reclaimed water throughout the City by 2020.**
Purpose: The availability of reclaimed water is important to future development in the City, especially in the MainStreet Project Area. By providing reclaimed water, the City contributes to the reduction in ocean discharge and reduces the dependence on potable water.
Status: There are two sources of reclaimed water in the City, one on Copans Road and one on Wiles Road, west of the Turnpike.
Departments Responsible for Achievement: City Manager, Finance and Administrative Services, Public Services

Action 4.4 **Increase water conservation measures in cooperation with other government agencies.**
Purpose: As part of a larger region, the City must continue to participate in South Florida Water Management programs and restrictions and Broward County programs such as NatureScape.
Status: City currently participates in programs and restrictions.
Departments Responsible for Achievement: City Manager, Sustainable Development, Public Services

Action 4.5 **Convert water fixtures within City-owned buildings and facilities to water saving efficient fixtures by 2014.**
Purpose: By replacing water fixtures throughout City-owned buildings and facilities, the City can contribute to water reduction.
Status: City currently has initiated replacement of certain fixtures.
Departments Responsible for Achievement: City Manager, Sustainable Development, Public Services

Category 5: Waste Reduction and Recycling

Sustainable Theme: Waste Reduction

Action 5.1 **Increase recycling throughout the City by 25% by 2014 and 50% by 2020.**
Purpose: By increasing recycling, the City can begin to reduce waste at the source of generation and maximize reuse/recycle efforts in the community. Older, non-residential properties should be assessed, information on resident responsibility should be promoted, recycling should be mandatory at any outdoor event, and penalties should be considered for excessive garbage collection.
Status: City requires recycling in all residential areas. Commercial areas that do recycle are required to use the City's franchise. MainStreet Project Area requires all users to recycle. City recycling ordinance could be strengthened.
Departments Responsible for Achievement: City Manager, Sustainable Development, Public Services

Action 5.2 **Create a "user-friendly" composting program by 2012 to reduce solid waste disposal.**
Purpose: Composting is the purposeful biodegradation of organic matter such as yard and food waste. By creating a "user-friendly" program, the City can reduce the amount of solid waste sent to landfills, present options to the community for on-site recycling, and further the City's goals to increase recycling efforts.
Status: No program exists at this time.
Departments Responsible for Achievement: City Manager, Sustainable Development

Action 5.3 **Require all construction and demolition debris to divert 75% of waste from landfills.**
Purpose: By adopting an ordinance, the City will establish a process and framework to divert construction and debris material from landfills, thereby contributing to zero waste reduction efforts, and will allow the City to monitor such action.
Status: City's MainStreet Design Standards contain requirements for material waste to be diverted and recycled. This requirement is not applicable to other parts of the City.
Departments Responsible for Achievement: City Manager, City Clerk, Sustainable Development, Public Service

Action 5.4 **Create a shredded paper program for the community by 2010.**
Purpose: The City should provide a program for residents and businesses to dispose of shredded personal and office paper where these types of papers are usually disposed of in trash by residents or businesses.
Status: There are similar programs conducted throughout Broward County that utilize a mobile service for disposal. City should seek funding options to implement this program.
Departments Responsible for Achievement: City Manager, Finance and Administrative Services, Sustainable Development, Police Department, Public Services

Category 6: Sustainable Transportation and Mobility

Sustainable Theme: Transportation

Action 6.1 **Ensure the construction of an intermodal transit hub in the MainStreet Project Area by 2020 or completion of development in MainStreet.**

Purpose: As a sustainable downtown plan, the MainStreet area should contain an intermodal transit hub. Since public transportation is part of the county system, the City should coordinate meetings between public agencies and property owners in MainStreet Project Area.

Status: The MainStreet Design Standards state the need for coordination but does not mandate a transit hub.

Departments Responsible for Achievement: City Manager, Sustainable Development, Public Services

Action 6.2 **Improve mobility throughout the City by increasing the number of bus shelters, bicycle parking, bicycle lanes, greenway trails, and local bus shuttle service.**

Purpose: Public transportation options are essential to reduce vehicular miles within the community, and the construction of bus shelters will provide protection from weather conditions for the users. In an effort to promote other forms of mobility, the City should ensure that all new roads and reconstructed roads provide for bike lanes.

Status: Over the past several years, the City has coordinated efforts with BCT and DOT for the installation of typical shelters. Currently, the City is working with BCT in seeking stimulus money for custom design shelters. The City utilizes standards for the inclusion of bike lanes. The City adopted a Greenway Master Plan in 2007. The plan identifies greenway trails throughout the City that provide connection to existing sidewalks, parks, neighborhoods, commercial areas, and all leading to the MainStreet area.

Departments Responsible for Achievement: City Manager, Sustainable Development, Public Service

Action 6.3 **Implement a bike or car sharing program in the City by 2020.**

Purpose: Car sharing programs are used around the world as a model for car rental where people rent cars for short periods of time. This approach is appealing to people who typically drive short distances such as one end of the City to another. A program for bike or car sharing may be used for students living in the City seeking transportation to the Education Corridor, existing commercial plazas or for residents traveling around and to the MainStreet Project Area.

Status: No program exists.

Departments Responsible for Achievement: City Manager, Finance and Administrative Services, Sustainable Development

Action 6.4 **Implement an alternative vehicle parking program to designated parking areas for alternative vehicles in developments throughout the City by 2020.**

Purpose: A program to increase the number of designated parking spaces for alternative vehicles would add to the City's commitment on greening the City and send a clear message on sustainable transportation. This concept is encouraged by the USGBC during the LEED® Certification. It may also include electrical outlets for electrically powered vehicles.

Status: No program exists.

Departments Responsible for Achievement: City Manager, Sustainable Development

Category 7: Community Outreach and Empowerment

Sustainable Theme: Energy, Water, Waste Reduction, Climate Change

Action 7.1 **Proclaim a City Green Day with the first City Green Day to be held in 2010.**
Purpose: The proclamation of a City Green Day can correlate with Earth Day, which is held on April 22nd. By designating a day, the City will bring local awareness to environmental issues and promote green planning efforts.
Status: No proclamation exists at this time.
Departments Responsible for Achievement: City Manager, City Clerk, Human Resources, Sustainable Development

Action 7.2 **Implement a City Green Award program to recognize homeowners, neighborhoods, and businesses that incorporate green and sustainable practices.**
Purpose: This program can formally recognize efforts in the community where green and sustainable techniques are practiced every day. A green audit can be conducted by staff to assist in the award process. The community benefit would be great as a result of cumulative award recognition. Awards can be given on an annual basis.
Status: No program exists at this time.
Departments Responsible for Achievement: City Manager, Sustainable Development

Action 7.3 **Implement a yearly green lecture series for the public on a variety of sustainable topics.**
Purpose: This action will serve a public purpose by educating residents, homeowners associations, and businesses on the benefits of going green through specific green and sustainable topics conducted by staff and experts.
Status: Staff has organization the first lecture series program for 2009-2010.
Departments Responsible for Achievement: City Manager, Sustainable Development

Action 7.4 **Seek Florida Green Building Coalition (FGBC) Local Government Designation by 2012.**
Purpose: The purpose of the certification is to establish a voluntary, statewide green standard for local governments in an effort to achieve green practices and functions in government operations.
Status: City has considered the designation but no formal determination has been made regarding application submittal.
Departments Responsible for Achievement: City Manager, City Attorney, City Clerk, Finance and Administrative Services, Information Technology, Human Resources, Sustainable Development, Police, Fire, Parks and Recreation, Public Services

Action 7.5 **Launch a community-wide outreach campaign on the City Green Plan with continuous program promotion.**
Purpose: As with any community planning effort, the City should educate and empower the community on the fundamental elements of the green plan and evoke behavioral changes through creative campaigning.
Status: City currently utilizes numerous means of communication including Cocogram, Website, CreekTV, Citizen's Academy, and Speakers Bureau.
Departments Responsible for Achievement: City Manager, Sustainable Development

Action 7.6 **Create a City Sustainable Center on City-owned property by 2014.**
Purpose: A sustainable center can provide residents an opportunity to learn not simply from educational material but the actual visible functionality of sustainable efforts.
Status: No such center exists.
Departments Responsible for Achievement: City Manager, City Attorney, Finance and Administrative Services, Information Technology, Sustainable Development, Police, Fire, Parks and Recreation, Public Services

Category 8: City Operations

Sustainable Theme: Energy, Waste Reduction, Climate Change

Action 8.1 **Improve indoor air quality in all City buildings by 2020.**
Purpose: A healthy indoor environment is important to the overall well-being of government workers. By eliminating certain chemical products or compounds, the City can ensure that workers are not exposed to hazardous chemicals. In addition, other measures can be implemented such as replacing fake plant material with live material, creating green procurement practices when purchasing items, and cleaning of air ducts.
Status: Public Services conducts air duct cleaning.
Departments Responsible for Achievement: City Manager, Finance and Administrative Services, Sustainable Development, Public Services

Action 8.2 **Advance emission controls on all City fleet vehicles to reduce emission by 50% by 2020.**
Purpose: The use of advanced emissions controls on public fleet reduces the particulate matter and smog-forming emissions that impact air quality.
Status: The City currently has bio-diesel fuel for fleet vehicles. However, there is opportunity to increase emission control on all fleet vehicles to set targets for improvement.
Departments Responsible for Achievement: City Manager, Finance and Administrative Services, Public Services

Action 8.3 **Increase the use of renewable energy sources in City buildings with 15% of building usage from renewable sources by 2020.**
Purpose: In an effort to conserve energy, City-owned public buildings should be upgraded with alternative energy and be continuously monitored for energy efficiency.
Status: Facilities staff has developed an assessment of City-buildings. The 2010 City budget proposes CIP items for energy efficiency such as HVAC equipment replacement, and the new Public Services/Communications Building may incorporate solar energy.
Departments Responsible for Achievement: City Manager, Finance and Administrative Services, Sustainable Development, Public Services, Information Technology

Action 8.4 **Reduce overall energy consumption on City owned sites by 20%.**
Purpose: In an effort to conserve energy, City-owned public buildings and properties should be continuously monitored for energy efficiency.
Status: Facilities staff has developed an assessment of City buildings. The 2010 City budget proposes CIP items for energy efficiency such as HVAC equipment replacement, and the new Engineering building will be evaluated for energy reduction.
Departments Responsible for Achievement: City Manager, Finance, Sustainable Development, Public Services, Information Technology

Action 8.5 **Reduce paper consumption by 50% through a Paperwork Reduction Policy.**
Purpose: The purpose of this action is to reduce the amount of paperwork associated with City operations and will advance the City's E-government access goals. A paperwork reduction ordinance would require, when practical, all information to be submitted electronically, City records to be maintained electronically, and may present opportunity to increase the use of other E-government or web-based technology.
Status: No such policy exists although all departments strive to reduce paper consumption.
Departments Responsible for Achievement: City Manager, City Attorney, City Clerk, Human Resources, Information Technology, Sustainable Development

Action 8.6 **Create a Sustainable City Coordinator position by 2010.**
Purpose: The purpose is to expand sustainable planning beyond the MainStreet Project with a specific coordinator position to develop and implement new green programs that advance the City's green image.
Status: A position is proposed (re-titled position) as part of the FY 2010 budget.
Departments Responsible for Achievement: City Manager, Finance and Administrative Services, Sustainable Development

Action 8.7 **Create a City Green Team by 2010 with a representative from each department.**
Purpose: The purpose of a green team will be to evaluate city operations for opportunities to save taxpayer dollars and assist in the annual monitoring of this plan.
Status: No team exists at this time. However, there has been coordinated effort through the City Manager's office.
Departments Responsible for Achievement: City Manager, City Attorney, City Clerk, Finance and Administrative Services, Information Technology, Human Resources, Sustainable Development, Police, Fire, Parks and Recreation, Public Services

Action 8.8 **Monitor greenhouse gas (GHG) emissions from City operations with a reduction target of 7% below 1990 levels by 2012 and 20% below by 2020.**
Purpose: The purpose is to monitor and evaluate City operations in GHG reductions in an effort to demonstrate the City's commitment to a healthy environment. A 2012 target has been identified consistent with the Kyoto Protocol.
Status: No monitoring mechanism has been created. A progress report is the most effective way and can be provided as part of the annual monitoring of this plan.
Departments Responsible for Achievement: City Manager, Information Technology, Sustainable Development, Public Service

Action 8.9 **Increase the number of City vehicles using alternative fuels by 25% by 2014 and 50% by 2020.**
Purpose: The purpose of this action is to advance Action 8.8 through the City's fleet.
Status: This action will require annual evaluation based on available funds through the City's budget process.
Departments Responsible for Achievement: City Manager, Finance and Administrative Services, Public Service

Category 9: Regional Leadership
Sustainable Theme: Climate Change

Action 9.1 **Participate in a regional or county Climate Action Plan.**
Purpose: Although individual cities can adopt policies, initiatives or action plans to reduce GHG, the region needs to have a collective plan that establishes success.
Status: Broward County currently has a climate change task force with subcommittees developing a climate action plan. The plan is expected to be completed in March 2010.
Departments Responsible for Achievement: City Commission, City Manager, City Attorney, Sustainable Development

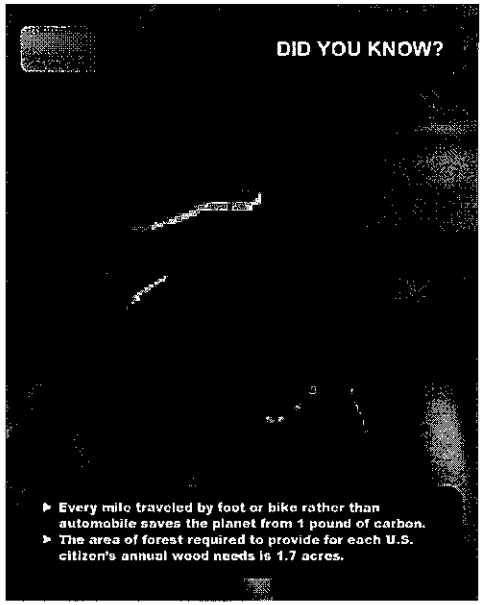
Action 9.2 **Lead the effort to close the Waste Management Landfill.**
Purpose: Closure of the landfill will strengthen the City's goals on zero waste to landfills and improves local environmental health. In addition, closure may provide opportunities to utilize the land for renewable energy.
Status: Landfill is still operating.
Departments Responsible for Achievement: City Commission, Manager, City Attorney, Sustainable Development

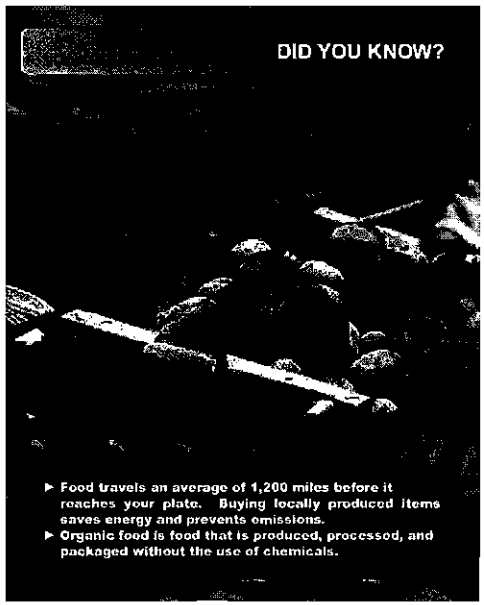
Action 9.3 **Establish an eco-business hub for Northern Broward County, in the MainStreet Project Area, that generates jobs and advances a sustainable City tax base.**
Purpose: With the development of the MainStreet Project Area, the City has an opportunity to attract "green" jobs and create a local, sustainable economy.
Status: Current plans are associated with the MainStreet Design Standards. There is not a separate economic plan.
Departments Responsible for Achievement: City Manager, City Attorney, Sustainable Development

Action 9.4 **Create partnerships with local colleges and universities, such as Broward College and Florida Atlantic University, for sustainable research, pilot programs, and education courses.**
Purpose: Education facilities provide the greatest opportunity for new, innovative measures for the future. By partnering, the City can become a model for improvements in the realm of sustainable practices.
Status: Activity occurs with local elementary, middle, and high schools in the City, and the City has participated in Earth Day events at Broward College.
Departments Responsible for Achievement: City Commission, City Manager, City Attorney, Sustainable Development

Action 9.5 **Lead the effort for a local referendum on funding for regional transportation planning.**
Purpose: Regional transportation does not qualify for many federal funds due to the lack of a local funding source.
Status: A local penny sales tax referendum was presented to the public several years ago but did not pass.
Departments Responsible for Achievement: City Commission, City Manager, City Attorney, Sustainable Development

Action 9.6 **Create a new local business tax structure by 2012, which can become a regional model, based on sustainable business practices.**
Purpose: Sustainable business practices can be recognized through the local business taxing structure as a means of enhancing environmental efforts.
Status: The City's current system is based on uses and intensity of use.
Departments Responsible for Achievement: City Manager, City Attorney, Sustainable Development

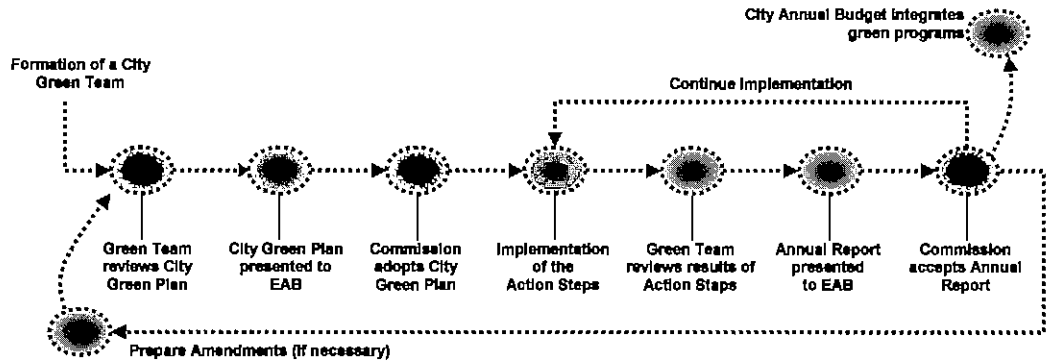




Process

City-wide coordination is required to implement this plan. To assist with implementation of this document, the City should form a green team as identified in Action 8.7 of the Implementation Section. The formation of a green team is essential to achieving the goals of this document. The green team shall consist of City employees with one representative from each department, who will assist with action steps and the annual reporting. In addition, the City's Environmental Advisory Board (EAB) shall review the green plan and if necessary, provide recommendations to the City Commission on the plan.

The graphic below illustrates the *process* for the City's Green Plan. As depicted in the graphic, the EAB, the utilization of a green team, the action steps, and an annual report are key components to implementing this plan. In addition, the City's annual budget can be programmed with green efforts as approved by the City Commission.



Annual Monitoring Report

The City Green Plan will be *monitored annually* through a City Green Plan Report. The Report will follow the progress of each action step outlined in this document and will act as a performance measurement tool for management, collaboration, and coordination. At the end of each calendar year, a report will be provided. The Report will contain a summary of accomplishments for that year by implementation category, identify the status of each action, list the measurements for each action, and summarize the results of each action. The City Green Plan Report will be a "report card" on the performance for the City Commission and public to review and will be presented upon the completion of each calendar year. The following pages contain the format for reporting on each action step together with preliminary annual measures. Actual results for each measure will be provided on the annual reports.

Category 1: MainStreet and Green Development

		Sustainable Theme	Status of Action	Annual Measure
Action 1.1	**Achieve LEED® Certification for all buildings in the MainStreet Project Area with at least 15% certified at Silver, Gold, or Platinum level.**	Urban Design	In Progress	# of buildings proposed
				# of buildings constructed
				% of buildings certified
				% certified as Silver
				% certified as Gold
				% certified as Platinum
		Sustainable Theme	**Status of Action**	**Annual Measure**
Action 1.2	**Achieve LEED® Certification or Florida Green Building Coalition (FGBC) Certification on 50% of buildings outside the MainStreet Project Area.**	Urban Design	In Progress	# of buildings proposed
				# of buildings constructed
				% of buildings certified
		Sustainable Theme	**Status of Action**	**Annual Measure**
Action 1.3	**Achieve LEED® Certification for all new City constructed buildings, and when feasible strive for Silver, Gold, or Platinum certification level.**	Urban Design	Undetermined	City Ordinance adopted
				# of city projects proposed
				# of projects constructed
				# certified
		Sustainable Theme	**Status of Action**	**Annual Measure**
Action 1.4	**Retrofit all City-owned buildings with green building techniques by 2020 and, where feasible, seek LEED® Existing Building Certification.**	Urban Design	Undetermined	Create annual work plan
				# of retrofitted buildings
				# seeking certification
				# certified
		Sustainable Theme	**Status of Action**	**Annual Measure**
Action 1.5	**Create a "green" checklist by 2010 for use on all City projects such as engineering or landscape projects, permits, etc.**	Urban Design	Undetermined	Creation of checklist
				# of city projects

Category 1: MainStreet and Green Development (cont.)

		Sustainable Theme	Status of Action	Annual Measure
Action 1.6	**Ensure 100% of new development projects throughout the City contain conspicuous displays of green technology that function in the project design while providing a social, artistic, and environmental value.**	Urban Design	Undetermined	# of projects # of conspicuous displays
Action 1.7	**Create a MainStreet Workforce Housing incentive Program by 2010 in order to provide additional density for projects that demonstrate superior green building design while providing workforce housing, including those projects that seek LEED® Certification at Silver, Gold, or Platinum level.**	Urban Design	Undetermined	# of projects # of projects seeking incentive
Action 1.8	**Create an educational eco-village within the MainStreet Project Area that can promote the dual-use of school facilities and provide for eco-cultural activities.**	Urban Design	Undetermined	# of city-owned parcels # of parcels used
Action 1.9	**Increase residential density and promote mixed-use for projects that support planned long-range transportation systems such as the U.S. 441/State Road 7 corridor or Educational Corridor.**	Urban Design	In Progress	# of projects % of projects that are mixed-use % of projects with higher density

Category 2: Urban Nature

		Sustainable Theme	Status of Action	Annual Measure
Action 2.1	**Achieve 40% tree canopy coverage throughout the City with maximum tree coverage on public and privately owned land by 2020.**	Urban Nature	In Progress	# of trees at free giveaway
				# of trees - city inventory
				# landscaping awards
				# of acres of natural conservation areas
				% estimated in tree canopy coverage
		Sustainable Theme	**Status of Action**	**Annual Measure**
Action 2.2	**Achieve 40% greenroof coverage for new construction in MainStreet Project Area and 10% greenroof coverage for new construction for areas outside of MainStreet.**	Urban Nature	In Progress	# greenroofs in MainStreet
				% in MainStreet
				# greenroofs outside MainStreet
				% outside MainStreet
		Sustainable Theme	**Status of Action**	**Annual Measure**
Action 2.3	**Ensure public access to passive parks, recreational areas, open space, or greenway trails within ½ mile of all residents by 2020.**	Urban Nature	In Progress	# of passive parks within ½ mile
				# of recreational within ½ mile
				# of open space within ½ mile
				# of greenways within ½ mile
				% of all

Category 3: Energy Conservation

		Sustainable Theme	Status of Action	Annual Measure
Action 3.1	**Achieve a minimum of 40% of energy use for the MainStreet Project Area from renewable energy sources by 2020 or by completion of development in MainStreet.**	Energy	Undetermined	% from solar
				% from wind
				% from hydropower
				% from other source
				Total % for MainStreet
Action 3.2	**Utilize a minimum of 10% of City-owned land for alternative energy sources by 2020.**	**Sustainable Theme**	**Status of Action**	**Annual Measure**
		Energy	Undetermined	# of city properties available
				# of projects planned
Action 3.3	**Increase the use of solar power in residential areas by 40%by 2020.**	**Sustainable Theme**	**Status of Action**	**Annual Measure**
		Energy	In Progress	# of existing homes with solar
				# of permits issued
				% of residential
Action 3.4	**Modify the City's Neighborhood Enhancement Grant Program making renewable energy projects eligible for application submittal with 50% of all grants toward renewable energy projects by 2020.**	**Sustainable Theme**	**Status of Action**	**Annual Measure**
		Energy	Undetermined	Modification of grant application
				# of grants applied for
				# of applied grants for energy
				% of residential neighborhoods
Action 3.5	**Ensure 20% of grants received by the City are for energy conservation projects.**	**Sustainable Theme**	**Status of Action**	**Annual Measure**
		Energy	In Progress	# of grants applied for
				# of grants received
				Value of grants

Category 4: Water Conservation and Reduction

		Sustainable Theme	Status of Action	Annual Measure
Action 4.1	**Ensure 100% of irrigation in the MainStreet Project Area is from on-site water collection or, if possible, reclaimed water.**	Water	In Progress	# of MainStreet projects # with on-site water collection systems # with reclaimed water
Action 4.2	**Reduce residential water consumption by 10% by 2012 and by 15% by 2020 through a Residential Water Reduction Initiative.**	Water	Undetermined	# of properties targeted for high consumption water consumption decreased per capita water consumption by tier schedule
Action 4.3	**Increase the availability of reclaimed water throughout the City by 2020.**	Water	In Progress	# of reclaimed water projects # of reclaimed water completed projects # of properties connected
Action 4.4	**Increase water conservation measures in cooperation with other government agencies.**	Water	In Progress	# of programs and partnerships # of grants received
Action 4.5	**Convert water fixtures within City-owned buildings and facilities to water saving efficient fixtures by 2014.**	Water	In Progress	# of projects planned # of completed projects amount of water saved

Category 5: Waste Reduction and Recycling

		Sustainable Theme	Status of Action	Annual Measure
Action 5.1	**Increase recycling throughout the City by 25% by 2014 and 50% by 2020.**	Waste Reduction	In Progress	Single Stream Recycling implemented
				# of multi-family residential properties with and without recycling
				# of nonresidential properties with and without recycling
				# of programs promoting recycling
				# of participates in paint recycling program
		Sustainable Theme	**Status of Action**	**Annual Measure**
Action 5.2	**Create a "user-friendly" composting program by 2012 to reduce solid waste disposal.**	Waste Reduction	Undetermined	Creation of composting program
				# of properties using composting
		Sustainable Theme	**Status of Action**	**Annual Measure**
Action 5.3	**Require all construction and demolition debris to divert 75% of waste from landfills.**	Waste Reduction	Undetermined	Code revision completed
				# of demolition permits
		Sustainable Theme	**Status of Action**	**Annual Measure**
Action 5.4	**Create a shredded paper program for the community by 2010.**	Waste Reduction	Undetermined	# of participates
				lbs. of paper shredded

Category 6: Sustainable Transportation and Mobility

		Sustainable Theme	Status of Action	Annual Measure
Action 6.1	**Ensure the construction of an intermodal transit hub in the MainStreet Project Area by 2020 or completion of development in MainStreet.**	Transportation	In Progress	Transit hub in City's Comp Plan
				MainStreet Deign Standards requires hub
				# of meetings with other government agencies
				# of plans depicting hub
				# of property owners participating
		Sustainable Theme	**Status of Action**	**Annual Measure**
Action 6.2	**Improve mobility throughout the City by increasing the number of bus shelters, bicycle parking, bicycle lanes, greenway trails, and local bus shuttle service.**	Transportation	In Progress	# of bus shelters installed
				# of bicycle parking installed
				# of linear feet of greenway completed
				# of shuttle riders per year
				# of promotions completed about mobility
		Sustainable Theme	**Status of Action**	**Annual Measure**
Action 6.3	**Implement a bike or car sharing program in the City by 2020.**	Transportation	Undetermined	# of programs existing
				# of programs planned
		Sustainable Theme	**Status of Action**	**Annual Measure**
Action 6.4	**Implement an alternative vehicle parking program to designated parking areas for alternative vehicles in developments throughout the City by 2020.**	Transportation	Undetermined	# of parking spaces
				# of spaces planned

Category 7: Community Outreach and Empowerment

		Sustainable Theme	Status of Action	Annual Measure
Action 7.1	**Proclaim a City Green Day with the first City Green Day to be held in 2010.**	Energy, Water, Waste Reduction, Climate Change	Undetermined	Proclamation adopted # of participants
Action 7.2	**Implement a City Green Award program to recognize homeowners, neighborhoods, and businesses that incorporate green and sustainable practices.**	Energy, Water, Waste Reduction, Climate Change	Undetermined	Create City Green Award program # of applicants # of awards
Action 7.3	**Implement a yearly green lecture series for the public on a variety of sustainable topics.**	Climate Chenge	Undetermined	Create lecture series # of attendees
Action 7.4	**Seek Florida Green Building Coalition (FGBC) Local Government Designation by 2012.**	Climate Change	Undetermined	Application submitted Certification received
Action 7.5	**Launch a community-wide outreach campaign on the City Green Plan with continuous program promotion.**	Energy, Water, Urban Design, Urban Nature, Waste Reduction, Transportation, Climate Change	In Progress	# of press releases # of website promotions # of green productions on CreekTV # of articles in Creeklife # of banners Create a "sustainability" wall in City Hall

Category 7: Community Outreach and Empowerment (cont.)

		Sustainable Theme	Status of Action	Annual Measure
Action 7.6	**Create a City Sustainable Center on City owned property by 2014.**	Energy, Water, Urban Design, Urban Nature, Waste Reduction, Transportation, Climate Change	Undetermined	# of city properties available
				# of properties appropriate for center
				# of planned programs
				# of partnerships/sponsors

Category 8: City Operations

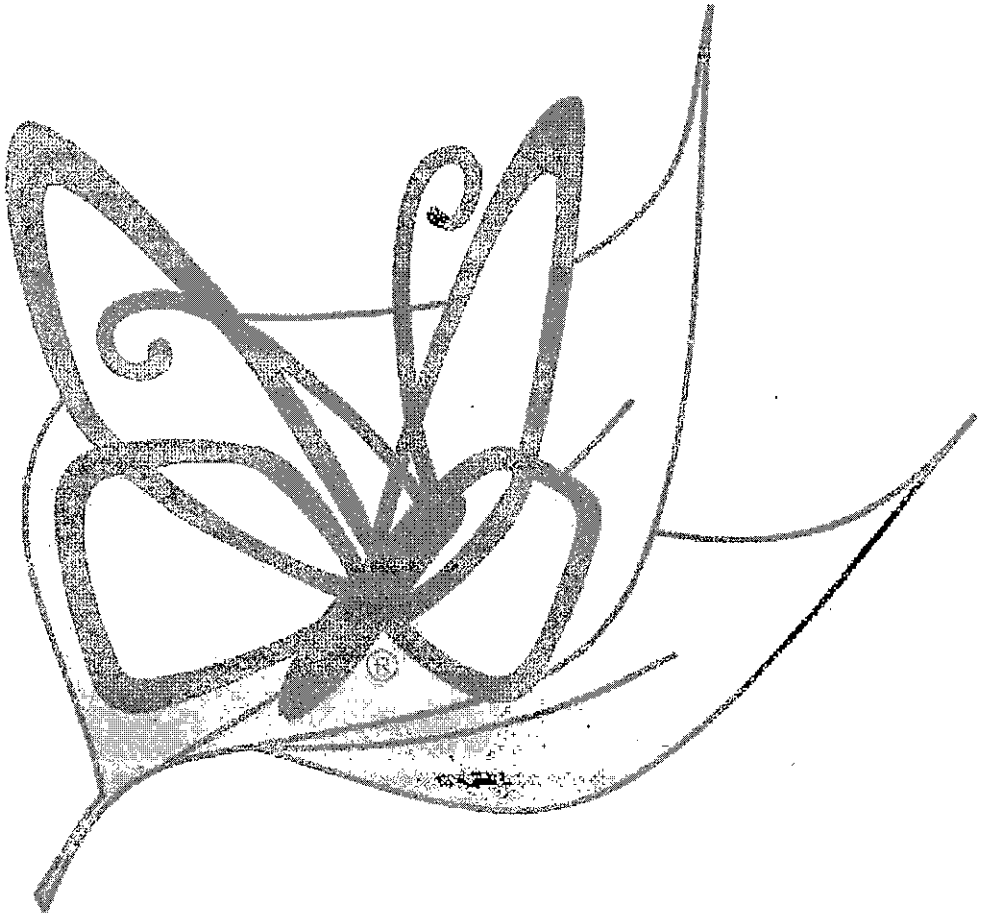
		Sustainable Theme	Status of Action	Annual Measure
Action 8.1	**Improve indoor air quality in all city buildings by 2020.**	Climate Change	Undetermined	# of indoor air quality inspections
				# of indoor air quality improvements and cleaning projects
				# of fake plants removed from buildings
		Sustainable Theme	**Status of Action**	**Annual Measure**
Action 8.2	**Advance emission controls on all City fleet vehicles to reduce emission by 50% by 2020.**	Climate Change	Undetermined	# of emission programs evaluated
				# of vehicles for emission improvements
				% of vehicles improved
		Sustainable Theme	**Status of Action**	**Annual Measure**
Action 8.3	**Increase the use of renewable energy sources in City buildings with 15% of building usage from renewable source by 2020.**	Energy, Climate Change	In Progress	# of solar power projects/programs
				# of projects/programs (other renewable)
				% of city owned buildings using renewable energy source
				Average % of building usage from renewable energy source
		Sustainable Theme	**Status of Action**	**Annual Measure**
Action 8.4	**Reduce overall energy consumption on City owned sites by 20%.**	Energy, Climate Change	Undetermined	# of initiatives from IT on city-wide technology system energy consumption
				# of solar power projects/programs
				# of energy efficiency improvements (lighting and HVAC)
				# of city buildings certified as LEED®
				Savings per electric bills

Category 8: City Operations (cont.)

		Sustainable Theme	Status of Action	Annual Measure
Action 8.5	**Reduce paper consumption by 50% through a Paperwork Reduction Policy.**	Waste Reduction, Climate Change	In Progress	# of E-Gov solutions
				# paper reduction efforts
				% of savings
		Sustainable Theme	**Status of Action**	**Annual Measure**
Action 8.6	**Create a Sustainable City Coordinator position by 2010.**	Climate Change	In Progress	Proposed as part of FY 2010 budget
		Sustainable Theme	**Status of Action**	**Annual Measure**
Action 8.7	**Create a City Green Team by 2010 with a representative from each department.**	Climate Change	In Progress	Green Team formed
				# of meetings held
				# of department green programs and initiatives
		Sustainable Theme	**Status of Action**	**Annual Measure**
Action 8.8	**Monitor greenhouse gas (GHG) emissions from city operations with a reduction target of 7% below 1990 levels by 2012 and 20% below by 2020.**	Climate Change	Undetermined	Set benchmark levels
				% currently below 1990 levels
				# of programs achieving this action
		Sustainable Theme	**Status of Action**	**Annual Measure**
Action 8.9	**Increase the number of City vehicles using alternative fuels by 25% by 2014 and 50% by 2020.**	Climate Change	Undetermined	# of vehicles in fleet
				% of fleet currently using alternative fuels
				% proposed for conversion
				Gallons of fuel consumed
				Idle time for vehicles

Category 9: Regional Leadership

		Sustainable Theme	Status of Action	Annual Measure
Action 9.1	**Participate in a regional or county Climate Action Plan.**	Climate Change	In Progress	# of public meetings
				# of governments participating
Action 9.2	**Lead the effort to close the Waste Management Landfill.**	Climate Change	In Progress	# of city lead efforts
				Increase in waste to energy
Action 9.3	**Establish an eco-business hub for Northern Broward County, in the MainStreet Project Area, that generates jobs and advances a sustainable City tax base.**	Climate Change	Undetermined	# of new businesses in MainStreet
				% of new businesses / eco-business related
				# of jobs created
				% of new jobs created where employees live and work in city or Northern Broward
				Value of tax base
Action 9.4	**Create a partnership with local colleges and universities, such as Broward College and Florida Atlantic University, for sustainable research, pilot programs, and education courses.**	Climate Change	Undetermined	# of partnerships
				# of programs
				# of events
Action 9.5	**Lead the effort for a local referendum on funding for regional transportation planning.**	Climate Change	Undetermined	# of public meetings
				# of action efforts
Action 9.6	**Create a new local business tax structure by 2012, which can become a regional model, based on a sustainable business practices.**	Climate Change	Undetermined	# of public meetings
				Draft of business tax model



FOR COMMENTS OR QUESTIONS REGARDING THIS PLAN CONTACT:

Department of Sustainable Development
Jim Hetzel, Sustainable City Coordinator
(954) 973-6756
jhetzel@coconutcreek.net

(9)

ORDINANCE NO. 2006- -036

AN ORDINANCE OF THE CITY OF COCONUT CREEK, FLORIDA, DESIGNATING A PROPERTY, CONSISTING OF APPROXIMATELY 500 ACRES AND BOUNDED ON THE NORTH BY WILES ROAD, ON THE SOUTH BY SAMPLE ROAD, ON THE EAST BY LYONS ROAD, AND ON THE WEST BY STATE ROAD 7/U.S. 441, AS A REGIONAL ACTIVITY CENTER IN ACCORDANCE WITH SECTION 380.06(2)(e), FLORIDA STATUTES, AND RULE 28-24.014(10)(c)(2), FLORIDA ADMINISTRATIVE CODE; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE

WHEREAS, Section 380.06(2)(e), Florida Statutes, provides that applicable Development of Regional Impact guidelines and standards may be increased by fifty percent (50%) for residential, hotel, motel, office, and retail uses in properly designated Regional Activity Centers in a jurisdiction with a comprehensive plan which complies with Part II of Chapter 163, Florida Statutes; and

WHEREAS, Section 163.3167, Florida Statutes, requires that each municipality in the State of Florida prepare, adopt, and implement a Comprehensive Plan in order to plan for their future growth and development; and

WHEREAS, the City of Coconut Creek's (the "City's") comprehensive plan is in compliance with Part II of Chapter 163, Florida Statutes; and

WHEREAS, the Broward County Board of County Commissioners has approved Land Use Plan Amendment PC 05-12 and Land Use Text Amendment PCT 05-09 to establish a Regional Activity Center ("RAC") land use designation for property generally located between Wiles Road, Sample Road, Lyons Road and State Road 7/U.S. 441; and

WHEREAS, Rule 28-24.014(10)(c)(2) defines "Regional Activity Center" as a compact, high intensity, high density multi-use area designated as appropriate for intensive growth by the local government of jurisdiction and may include: retail; office; cultural, recreational, and entertainment facilities; hotels and motels; or appropriate industrial activities; and

WHEREAS, the Rule further provides that a designated area shall be consistent with the local government comprehensive plan and future land use map intensities; shall routinely provide service to, or be regularly used by, a significant number of citizens of

more than one county; contain adequate existing public facilities as defined in Rule 9J-5, F.A.C., or committed public facilities as identified in the capital improvements element of the local government comprehensive plan; and shall be proximate and accessible to interstate or major arterial roadways; and

WHEREAS, the Rule further provides an expedited process whereby the local government can submit a proposed Ordinance designating a Regional Activity Center to the Department of Community Affairs for review prior to adoption and, if approved, may thereafter adopt the Ordinance and amend its comprehensive plan to designate the Regional Activity Center during the next regular cycle of comprehensive plan amendments; and

WHEREAS, the City and County have approved a Regional Activity Center consisting of a total of approximately 500 acres and including the following densities and intensities of land uses: 2,700 residential units; 1,250,000 square feet of commercial land uses; 303,000 square feet of community facilities uses; and 1,300 hotel rooms pursuant to the Broward County Land Use Plan; and

WHEREAS, the City and County may consider amendments and/or increases to the densities and intensities from time to time; and

WHEREAS, the City has found that the 500-acre area described in Exhibit "A" attached to this Ordinance and made a part hereof by this reference as though fully set forth herein, meets all of the criteria for designation as a Regional Activity Center; and

WHEREAS, the approved RAC is hereby designated as a Regional Activity Center in accordance with Section 380.06(2)(e), Florida Statutes, and the Development of Regional Impact guidelines and standards for residential, hotel, motel, office and retail uses are hereby increased by fifty percent for development within the Regional Activity Center.

WHEREAS, the Department of Community Affairs has reviewed this Ordinance and concurred that the described land satisfies the criteria provided in Rule 28-24.014(10)(c)(2) F.A.C., for designation as a Regional Activity Center.

WHEREAS, the City Commission has reviewed this Ordinance at a duly noticed hearing and determined that it is consistent with the City's comprehensive plan; and

WHEREAS, the City Commission hereby finds and declares that adoption of this

Ordinance is necessary, appropriate, and advances the public interest.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF COCONUT CREEK, FLORIDA:

Section 1: That the area described in Exhibit "A" attached hereto and made a part hereof is hereby designated as a Regional Activity Center in accordance with Section 380.06(2)(e), Florida Statutes and Rule 28-24.014(10), F.A.C., and Development of Regional Impact guidelines and standards are increased by fifty (50) percent for any development in the Regional Activity Center area where the developer receives authorization to commence development on or after the effective date of this Ordinance.

Section 2: That the approved development intensity within the Coconut Creek Regional Activity Center is as follows:

(a) Residential	2,700 multi-family dwelling units
(b) Commercial	1,250,000 square feet
(c) Community Facilities	303,000 square feet
(d) Hotel	1,300 rooms

Section 3: That the approved densities and intensities detailed in Section 2 above, may be amended from time to time by action of the City and Broward County.

Section 4: That the Director of Development Services, or her designee, shall take such steps as are necessary to amend the City's comprehensive plan at the next available opportunity to properly designate the area described in Exhibit "A" as a Regional Activity Center.

Section 5: That the provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 6: That all Ordinances or parts of Ordinances in conflict herewith are to the extent of said conflict, hereby repealed.

Section 7: That this Ordinance shall take effect immediately upon its adoption and, pursuant to Rule 28-24.014(10)(a), F.A.C., upon adoption of this Ordinance, the guidelines and standards for developments within the designated Regional Activity Center shall take effect.

PASSED FIRST READING THIS 12th DAY OF October, 2006.
PASSED SECOND READING THIS 26th DAY OF October, 2006.

James W. Waldman, Mayor

Attest:

Barbara S. Price, MMC
City Clerk

	1st	2nd
Waldman	Aye	Aye
Tooley	Aye	Aye
Gerber	Aye	Aye
Sarbone	Aye	Aye
Freund	Aye	Aye

WSS:mb
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10/02/06

EXHIBIT "A"

Legal Description:

Commencing at the centerline of Sample Road and Lyons Road, proceed west to the centerline of Sample Road and US441/SR7, thence proceed north to the centerline of Wiles Road and US441/SR7, thence proceed east along Wiles Road to the centerline of Wiles Road and Lyons Road, thence proceed south along the centerline of Lyons Road to the point of beginning.

ORDINANCE NO. 2008-037

AN ORDINANCE OF THE CITY OF COCONUT CREEK, FLORIDA, AMENDING CHAPTER 13, CODE OF ORDINANCES, ENTITLED "LAND DEVELOPMENT CODE," BY AMENDING ARTICLE III THEREOF, ENTITLED "ZONING REGULATIONS," BY AMENDING DIVISION 3 THEREOF, ENTITLED "ZONING DISTRICT REGULATIONS AND TABLES," BY AMENDING SECTION 13-361(A) THEREOF, ENTITLED "MAINSTREET RAC DESIGN STANDARDS ADOPTED," BY MODIFYING CERTAIN DESIGN REQUIREMENTS CONTAINED IN THE MAINSTREET RAC DESIGN STANDARDS DOCUMENT, ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT "A;" PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE

WHEREAS, the City adopted the MainStreet RAC Design Standards on December 9, 2004; and

WHEREAS, staff has reviewed and revised the design standards in order to clarify certain requirements related to development; and

WHEREAS, the Planning and Zoning Board has reviewed this Ordinance at a duly noticed hearing on September 10, 2008 and recommended its adoption; and

WHEREAS, the City Commission finds it to be in the best interest of the citizens of this community to amend the Land Development Code by modifying certain design requirements of the MainStreet RAC Design Standards;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF COCONUT CREEK, FLORIDA:

Section 1: That Chapter 13, Code of Ordinances, entitled "Land Development Code" is hereby amended by amending Article III thereof, entitled "Zoning Regulations," by amending Division 3 thereof, entitled "Zoning District Regulations and Tables," by amending Section 13-361(a) thereof, entitled "MainStreet RAC Design Standards Adopted" to read and provide as described in Exhibit "A," attached hereto and made a part hereof.

Section 2: That in the event any provision or application of this Ordinance shall be held to be invalid, it is the legislative intent that the other provisions and applications hereof shall not be thereby affected.

Section 3: That the provisions of this Ordinance shall be codified within the Code of Ordinances of the City of Coconut Creek, Florida, and any paragraph or section may be renumbered to conform with the Code of Ordinances.

Section 4: That all Ordinances or parts of Ordinances in conflict herewith are to the extent of said conflict, hereby repealed.

Section 5: That this Ordinance shall take effect immediately upon its passage and adoption.

PASSED FIRST READING THIS 23rd **DAY OF** October, **2008.**

PASSED SECOND READING THIS 13th **DAY OF** November, **2008.**

Rebecca A. Tooley, Mayor

Attest:

Barbara S. Price, MMC
City Clerk

	1st	2nd
Tooley	Aye	Aye
Freund	Aye	Aye
Gerber	Aye	Aye
Sarbone	Aye	Aye
Aronson	Aye	Aye

SR:mb
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10-13-08

ORDINANCE NO._2008-043

AN ORDINANCE OF THE CITY OF COCONUT CREEK, FLORIDA, AMENDING CHAPTER 13, CODE OF ORDINANCES, ENTITLED "LAND DEVELOPMENT CODE," BY AMENDING ARTICLE III THEREOF, ENTITLED "ZONING REGULATIONS," BY AMENDING DIVISION 3 THEREOF, ENTITLED "ZONING DISTRICT REGULATIONS AND TABLES," BY AMENDING SECTION 13-362 THEREOF, ENTITLED "RESERVED," BY CREATING MAINSTREET RAC ENTERTAINMENT REGULATIONS; PROVIDING FOR PURPOSE AND INTENT; PROVIDING DEFINITIONS; CREATING MAINSTREET RAC ENTERTAINMENT REGULATIONS; PROVIDING FOR LICENSE REQUIREMENTS; PROVIDING FOR AN APPLICATION PROCESS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE

WHEREAS, the MainStreet Regional Activity Center (RAC) is designed to be a vibrant, pedestrian-oriented downtown area; and

WHEREAS, the current MainStreet Design Standards do not address entertainment functions associated with a downtown area; and

WHEREAS, providing for entertainment regulations specific to businesses within the MainStreet RAC will contribute to the economic vitalization of the area; and

WHEREAS, zoning regulations will ensure functions are in harmony with adjacent uses and do not become a nuisance; and

WHEREAS, the Planning and Zoning Board has reviewed this Ordinance at a duly noticed hearing on November 12, 2008, and recommended its adoption; and

WHEREAS, the City Commission finds it to be in the best interest of the citizens of this community to amend the Code of Ordinances by creating MainStreet RAC Entertainment Regulations;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF COCONUT CREEK, FLORIDA:

Section 1: That the foregoing recitals, findings of fact, and staff reports and documents are true and correct, and are hereby incorporated by reference.

CODING: Words in ~~*struck through*~~ type are deletions from existing text.
Words in underscored type are additions to existing text.
A line of *** indicates existing text not shown.

Section 2: That Chapter 13, Code of Ordinances entitled "Land Development Code" is hereby amended by amending Article III thereof, entitled "Zoning Regulations," by amending Division 3 thereof, entitled "Zoning District Regulations and Tables," by amending Section 13-362 thereof, entitled "Reserved" to read and provide as follows:

Article III. Zoning Regulations

****

Division 3. Zoning District Regulations and Tables

****

Section 13-362. ~~Reserved.~~ MainStreet RAC Entertainment Regulations.

(a) Purpose and Intent. The purpose of the MainStreet RAC Entertainment Regulations is to provide the flexibility for businesses located within the MainStreet RAC to establish outdoor entertainment, restaurant uses, and other outdoor retail related activities which promote a vibrant, pedestrian-oriented downtown. This section regulates those activities that are proposed for public and private plaza areas, outdoor areas, and other areas within the MainStreet RAC that can accommodate outdoor events.

(b) Definitions. The following definitions shall apply to this section.

(1) "Outdoor Dining Area" is defined in Section 13-380 of the City's Code of Ordinances.

(2) "MainStreet Promotional and Entertainment Activities" mean outdoor events and uses which take place outside the confines of a legally permitted Outdoor Dining Area, and include such uses as outdoor vendors as permitted by this Section, business grand openings, special business promotions, festivals, concerts or fund raising events, live or recorded music, theatrical productions and other outdoor entertainment or outdoor entertainment events as defined herein.

(3) "Outdoor Dining Entertainment" means live or recorded music, including vocal and instrumental music, and television broadcasts and other similar entertainment or theatrics taking place within the confines of an Outdoor Dining Area.

(c) Regulations.

(1) Outdoor Dining Areas are permitted in the MainStreet RAC. If an outdoor dining area is not approved in the original site plan for a specific project in MainStreet, an outdoor dining area may be created consistent with the requirements and standards of Section 13-380, Outdoor Dining and Outdoor Cafes, of the City's Code of Ordinances.

(2) Outdoor Dining Entertainment is permitted in conjunction with a legally permitted Outdoor Dining Area. Outdoor Dining Entertainment is subject to the City of Coconut Creek Noise Ordinance.

(3) MainStreet Promotional Activities. All MainStreet Promotional Activities require a MainStreet Promotional Activities Permit.

(4) MainStreet Outdoor Vendors. Temporary stationary peddling/vending and temporary stationary accessory outdoor uses, as defined in Section 16-2 of the City's Code of Ordinances, are permitted within the MainStreet RAC subject to the following provisions:

a. MainStreet Outdoor Vendors shall not impede the flow of vehicular or pedestrian traffic.

b. MainStreet Outdoor Vendors shall be permitted subject to the provisions of any City, County or State licensing requirements which may be required prior to the sale of certain products, to sell crafts, artwork, flowers, agricultural products, plants, food, produce, beverages and other retail products or promote civic, cultural charitable or philanthropic events and entities.

c. MainStreet Outdoor Vendors must have written approval from the City, owner of the property or property management company having authority to grant approval as to specific locations within the MainStreet RAC prior to locating its vending operation on any such property.

d. MainStreet Outdoor Vendors shall not be permitted to operate vending operations on public rights of way without City approval.

(5) Signage. All signage shall comply with the MainStreet Design Standards. Additional signage is permitted for the following:

a. Signage within Outdoor Dining Areas are subject to the provisions of Section 13-380 of the City's Code of Ordinances.

b. MainStreet Promotional Activities shall be permitted ~~one~~ banners not to exceed thirty two (32) square feet each and one animated electronic / LED sign not to exceed sixteen (16) square feet. MainStreet Promotional Activities that occur on properties managed by a management company may be permitted a number of banners equal to the number of tenants participating in the promotional activity. Banner and animated sign locations shall be determined during the review of the MainStreet Pro motional Activities permit request and removed by the Applicant within forty-eight (48) hours of the conclusion of the permitted event.

c. MainStreet Outdoor Vendors are permitted one (1) sign not to exceed six (6) square feet in sign area with an aggregate of twelve (12) square

feet. Permitted signs shall not exceed five (5) feet in height and shall be placed immediately adjacent to or upon vendor location. No MainStreet Outdoor Vendor sign shall impede pedestrian circulation.

(6) Sale of Alcoholic Beverages.

a. Hours of Operation shall be conducted in accordance with the provisions of Section 3-2 of the City's Code of Ordinances.

b. Outdoor Sale of Alcoholic Beverages shall be conducted in accordance to Section 3-2 of the City's Code of Ordinances or as provided for with a MainStreet Promotional Activities permit.

c. Alcoholic beverages sold for consumption on premises within establishments located in the MainStreet RAC, may not be carried ~~or transported~~ off the premises in the original or any substitute container ~~between any two establishments within the MainStreet RAC~~ except as may be permitted pursuant to a MainStreet Promotional Activities Permit.

(7) Frequency. There shall be no restriction on the number of MainStreet Promotional Activities permitted within the MainStreet RAC.

(8) License Requirements for MainStreet Promotional Events, Outdoor Vendors, and applicants for MainStreet Promotional Events or Outdoor Dining Areas within the MainStreet RAC shall submit to the City, as part of their application, any licenses required by the State of Florida or Broward County necessary to operate their specific business operation or event.

(9) Building Permits for MainStreet Promotional Events. All businesses, Outdoor Vendors and applicants for MainStreet Promotional Events within the MainStreet RAC shall submit to the City proof that they have obtained all applicable building permits necessary for their planned MainStreet Promotional Event, including, as necessary permits for tents, electrical connections, and temporary toilets.

(d) Application required.

(1) Outdoor dining and outdoor cafes shall comply with application requirements of Section 13-380.

(2) A MainStreet Promotional Activity Permit Application shall be submitted to Development Services Department. The following shall be submitted with the application:

a. Application fee of fifty (50) dollars.

b. Written approval from the property management company or property owner.

c. A site plan or drawing to scale depicting the area of activity including the location of signage and/or banners.
d. If applicable, signage and/or banner drawing illustrating text and colors.

(3) The Development Services Director may place additional restrictions on applications if deemed necessary for public safety and welfare.

(4) The Development Services Director may revoke, suspend, or deny an application if applicable State and County licenses have not been obtained or have expired, public health concerns arise, or if applicant has failed to comply with the regulations of this section.

Section 3: That in the event any provision or application of this Ordinance shall be held to be invalid, it is the legislative intent that the other provisions and applications hereof shall not be thereby affected.

Section 4: That the provisions of this Ordinance shall be codified within the Code of Ordinances of the City of Coconut Creek, Florida, and any paragraph or section may be renumbered to conform with the Code of Ordinances.

Section 5: That all Ordinances or parts of Ordinances in conflict herewith are to the extent of said conflict, hereby repealed.

Section 6: That this Ordinance shall take effect immediately upon its passage and adoption.

PASSED FIRST READING THIS 11th **DAY OF** December**, 2008.**
PASSED SECOND READING THIS 8th **DAY OF** January**, 2009.**

Rebecca A. Tooley, Mayor

Attest:

Barbara S. Price, MMC
City Clerk

CODING: Words in ~~struck through~~ type are deletions from existing text.
Words in underscored type are additions to existing text.
A line of "*" indicates existing text not shown.

	1st	2nd
Tooley	Aye	Aye
Freund	Absent	Aye
Gerber	Aye	Aye
Sarbone	Aye	Aye
Aronson	Aye	Aye

SR:jh:mb
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12-1-08

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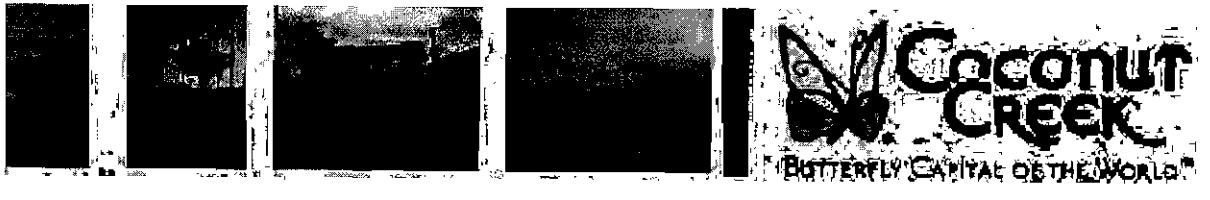
MAINSTREET DESIGN STANDARDS



ZYSCOVICH

DECEMBER 9, 2004
AMENDED NOVEMBER 13, 2008

ACKNOWLEDGMENTS

The study team extends our sincere thanks and appreciation to the many private citizens, landowners and professionals who participated in public meetings and devoted their time, energy, itelligence and imagination to developing a vision for the MainStreet District and the Design Standards. In particular, we would like to extend our thanks to those professionals that participated in the MainStreet Panel Forum on July 15, 2004:

Panel Forum Members

Dr. Ing. David Benjamin, Principal, Environmental Design Partners, Inc.
Michael Cannon, Managing Director, Integra Realty Services
Ralph Conti, President, Conti & Associates
John Crouse, Section Manager, Broward County DPEP
Jim Goldasich, J.J. Goldasich and Associates, Inc.
Brian Lomel, Principal and Division Director, TLC Engineering for Architects
Jeff Weidner, Mobility Manager, FDOT District 4

Additionally, the study team extends our sincere thanks and appreciation to the many city officials and staff who helped guide the vision and guideline process:

Coconut Creek City Officials and Staff

Lou Sarbone, Mayor
Marilyn Gerber, Vice Mayor
Sam Goldsmith, Commissioner
Becky Tooley, Commissioner
Jim Waldman, Commissioner

John P. Kelly, City Manager
David J. Rivera, Deputy City Manager
Mary Blasi, Assistant City Manager
Paul Stuart, City Attorney
Nancy A. Cousins, Assistant City Attorney

Sheila Rose, AICP, Development Services Director
W. Scott Stoudenmire, Planning and Zoning Manager
Jim Hetzel, MainStreet Project Coordinator
Liz Aguiar, Planner II
Osama Elshami, Engineer II
Pamela Stanton, Landscape Architect

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TABLE OF CONTENTS

1. INTRODUCTION 1

2. INTENT 2

3. IMPLEMENTATION AND USING THE STANDARDS 3
- 3.1 Planned MainStreet Development Districts 3
  - *3.1.1 Intensity* 3
  - *3.1.2 Existing Entitlements* 3
  - *3.1.3 Required Elements for Planned MainStreet Development Districts* 4
  - *3.1.4 Underground Utilities* 5
  - *3.1.5 Process for Rezoning Planned MainStreet Development District* 5
  - *3.1.6 Subsequent to Rezoning a Planned MainStreet Development District* 5
- 3.2 Standards Organization 6

4. DISTRICT BOUNDARIES AND SUB-DISTRICTS 8
- 4.1 District Boundaries 8
- 4.2 Sub-Districts 9

5. DISTRICT-WIDE DEVELOPMENT ORGANIZATION 11
- 5.1 Land Dedications 15
- 5.2 Open Space 16
  - *5.2.1 Existing Wetlands* 17
  - *5.2.2 Greenspace* 18
  - *5.2.3 Water Features and Canals* 19
- 5.3 Street Grid 20
- 5.4 Development Block 21
- 5.5 Development/Land Use Pattern 22
- 5.6 Utilities 23
- 5.6 Public Safety 25

6. STREETSCAPES 27
- 6.1 Street Type A: Sample Road Entrance 33
- 6.2 Street Type B: Lyons Road Entrance 35
- 6.3 Street Type C: MainStreet 37
- 6.4 Street Type D: Residential Street 40
- 6.5 Street Type E: Residential Canal 42
- 6.6 Street Type F: Cullum Road 44
- 6.7 Frontage Road (Perimeter) Greenway 48

TABLE OF CONTENTS (cont.)

7. PLAZAS AND OPEN SPACE **50**
7.1 Plazas **50**
7.2 Open Space **51**

8. BUILDINGS **52**
8.1 Uses, Densities and Height **54**
8.1.1 Sub-District MS-C **56**
8.1.2 Sub-District MS-R **59**
8.1.3 Sub-District MS-P **61**
8.1.4 Sub-District MS-T **66**
8.2 Setbacks **68**
8.3 Street Orientation **72**
8.4 Location of Uses **72**
8.5 Solar Orientation **73**
8.6 Shading **74**
8.7 Air Movement **75**
8.8 Materials **76**
8.9 Fenestration **77**
8.10 Articulation **79**
8.11 Rooftops **82**
8.12 Signage **83**
8.13 Lighting **86**
8.14 Parking **87**
8.14.1 Shared Parking **87**
8.15 Service Areas and Refuse **89**
8.16 Attached Housing **90**

9. SUSTAINABLE AND GREEN COMPONENTS **91**
9.1 Education Campaign **92**
9.2 Recycling/Waste Management **94**
9.2.1 Commercial Recycling **95**
9.2.2 Home Recycling **96**
9.3 Stormwater Management **97**
9.3.1 Pervious Materials **97**
9.3.2 Aquascaping **98**
9.4 Reduced Site Disturbance **99**
9.4.1 Site Protection **99**
9.4.2 Tree Protection **100**
9.4.3 Earthwork **100**

TABLE OF CONTENTS (cont.)

9. SUSTAINABLE AND GREEN COMPONENTS (cont.)

9.5 Alternative Transportation....101

9.5.1 Mass Transit....101

9.5.2 Bicycles and Canoes/Kayaks....101

9.6 Light Pollution....102

9.7 Reduce Heat Islands....102

9.8 Water Conservation....104

9.9 Building Requirements....105

9.9.1 Sustainable Site....105

9.9.2 Materials and Resources....105

9.9.3 Water Efficency....106

9.9.4 Energy Conservation....107

9.9.5 Indoor Air Quality....109

10. DEFINITIONS....111

11. OPEN SPACE TEMPLATE....114

APPENDICES (UNDER SEPARATE COVER)

APPENDIX A: ANALYSIS OF INFRASTRUCTURE AND DEVELOPMENT REGULATIONS

APPENDIX B: MAINSTREET MASTERPLAN RETAIL MARKET ANALYSIS

INTRODUCTION

The work presented in this document is guided by the view that there is a tremendous opportunity for the development of new downtown in Coconut Creek. Coconut Creek is widely recognized as a well-planned community with a unique environmental consciousness. The City has a progressive planning approach to creating a unique life-style for its residents and businesses with beautiful parks (more than any other city in Broward County), an extensive greenways program and the implementation of hybrid transportation technologies. At the time of this writing, however, the City lacks a centralized downtown area that can serve as the heart of the community, providing opportunities for residents to live, work, shop and play.

These standards are the result of a master planning process beginning in 2002, during which the City leaders placed a high degree of importance on the values of the City's residents and property owners. Numerous meetings were held to receive input form community stakeholders to help guide the master planning process. These standards are the result of that process and therefore, embody the values of the community as a whole.

One of the greatest values of the Coconut Creek community is a desire for sustainability. Sustainability is a value that achieves balance between resources used and resources created. While it includes, and is often associated with, the implementation of recycling programs, efforts to minimize the consumption of energy resources and incorporate green building practices, sustainability encompasses much more than that. The concept of sustainability includes the fact that the community is a community of people and that the buildings are a component of an infrastructure network that allows the community to live comfortably within a compact environment over time. It also includes economic sustainability, the creation of buildings with long life spans and the opportunity for reuse, and that investment in these buildings can provide the returns necessary to support it.

Principle

***Sustainable:* The condition of being able to meet the needs of present generations without compromising those needs for future generations. Achieving a balance among extraction and renewal and environmental inputs and outputs, as to cause no overall net environmental burden or deficit.**

INTENT

The intent of the MainStreet District is to provide for the development of a sustainable, mixed-use downtown environment that embodies the uniqueness of Coconut Creek and will serve as a local and regional destination for the City's residents and nearby communities. The district promotes the development of a pedestrian oriented, mixed-use community organized around substantial, centralized and contiguous recreational open space. The efficient development of land resources, compact development of a variety of housing choices, flexibility in use and design, and green building and planning techniques are fundamental criteria of the district development.

In support of the city's progressive environmental consciousness, these standards provide for the environmentally sensitive development of buildings, open spaces and water bodies. Furthermore, these standards recognize and encourage the use of green development practices established by the U.S. Green Building Council and the Florida Green Building Coalition, Inc. These organizations promote the design, construction and operation of buildings that are environmentally responsible, profitable, and healthy places the live and work. Both organizations provide standards for green development and a means for certification within their respective programs. This certification is a minimum requirement within the District.

Concerning building uses and overall buildable area, the creation of substantial open space, the development of mixed-use structures and the implementation of green building techniques are encouraged by providing greater development opportunities than that which existed prior to adoption of these standards. The standards provide floor area ratios, residential densities, allowable building heights and appropriate development block sizes. Yard and setback areas are minimal and are required to be developed as an integral part of the overall pedestrian streetscape. Ground floor build-to lines are provided in order to establish a continuous building frontage that enhances and provides spatial definition for the urban streetscape.

These design standards supplement the City of Coconut Creek Land Development Code (LDC) and are incorporated by reference. When the standards do not provide guidance on specific zoning issues the LDC provisions shall apply. District development shall not be contrary to or inconsistent with the comprehensive plan.

IMPLEMENTATION AND USING THE STANDARDS 3

3.1 Planned MainStreet Development Districts

The MainStreet Design Standards serve as an overall design framework for future projects within the MainStreet Project Area (MSPA), and as such, does not have the affect of rezoning for any property within the MainStreet Project Area as it relates to uses, densities, and intensities. The Standards identify a MainStreet district boundary with several sub-districts which future rezonings shall be consistent with. Ultimately, it is the implementation and application of this framework that becomes critical in ensuring that the vision for MainStreet development becomes a reality.

The intent of these PLANNED MAINSTREET DEVELOPMENT DISTRICT (PMDD) regulations is to implement the use, design of structures, and land design within the overall MSPA. Each PMDD is required to be consistent with the MainStreet Design Standards, as approved by the City Commission. It is the intent of the PMDD regulations to promote development projects as comprehensively planned design districts that encourage coordinated development upon land suitable in size, location and character. With these regulations the city can provide protection and compatibility with abutting blocks and/or districts; and provide compatibility and amenity among uses located within the overall MSPA.

Zoning for development projects within MainStreet shall be adopted in conjunction with or prior to the site plan approval for all properties within the MSPA. Each individual PMDD application shall be reviewed for consistency with the MainStreet Design Standards. Each application must clearly demonstrate consistency with the standards and principles of the MainStreet Design Standards. In the event, the application does not meet certain standards and principles, reasons must be identified why standards cannot be achieved and alternate solutions must be provided which accomplish and maintain the overall concept of MainStreet.

3.1.1 Intensity

The maximum intensity of proposed development permitted within any proposed PMDD shall not exceed intensity permitted by the Coconut Creek Comprehensive Plan, as may be amended. Intensities provided for under a future land use categories such as Regional Activity Center (RAC) or Local Activity Center (LAC) designation shall be regulated by the City of Coconut Creek. Development intensity shall be assigned by the City Commission during site plan approval as stated in Section 3.1.6.

3.1.2 Existing Entitlements

The MainStreet Design Standards serve as a framework for future development and redevelopment. Existing entitlements shall be defined and limited to permitted uses, densities, and intensity. Previously approved site development standards are hereby superceded. In the event landowner seeks modifications to any existing entitlements, the MainStreet Design Standards shall serve as the framework for such modifications.

3.1.3 Required Elements for Planned MainStreet Development Districts

All PMDD regulations shall, at a minimum, address the following design criteria, as provided for in the MainStreet Design Standards. Additional design criteria, as necessary, shall be adopted in conjunction with these minimum required elements.

- Streetscape Requirements
- Right-of-way and Typical Sections
- Plaza and Open Space Requirements
- Building Design
  Uses, Density and Height
  Setbacks
  Street Orientation
  Location of Uses
  Solar Orientation
  Shading
  Air Movement
  Materials and Exterior Finishes
  Fenestration
  Articulation
  Rooftops
  Signage
  Lighting
  Parking
  Service Areas and Refuse
  Pedestrian Access/Connectivity
- Sustainable and Green Components
  Recycling/Waste Management
  Storm water Management
  Reduced Site Disturbance
  Alternative Transportation
  Light Pollution
  Reduce Heat Islands
  Water Conservation
  Green Building Commitments

3.1.4 Underground Utilities

All utilities within PMDDs, including but not limited to, telephone, television cable, and electrical systems shall be installed underground. Large transformers shall be placed on the ground and contained within pad mounts, enclosures or vaults. The developer shall provide adequate landscaping with shrubs and plants to screen all utility facilities permitted above ground.

3.1.5 Process for Rezoning Planned MainStreet Development District

- *Application.* Petitions for rezoning of land to a PMDD shall proceed in general as other petitions for rezoning of land. Petitions will be provided and processed by the City of Coconut Creek Development Services Department.

- *Prehearing conferences.* Upon request by the applicant, representatives of the development services department shall meet with the applicant to review the proposed PMDD preliminary development plan. The purpose of prehearing conferences shall be to provide information to assist the applicant in interpreting the PMDD zoning requirements. Prehearing conferences shall continue until the applicant has a complete PMDD zoning development plan ready for submission with a rezoning petition.

- *Public hearing.* The applicant shall submit petition for PMDD on the application provided by the development services department. The petition shall be reviewed by the City's Development Review Committee for completeness and consistency with the MainStreet Design Standards. Once an application has been determined to be complete and consistent with the MainStreet Design Standards, a public hearing date shall be established for the next regularly scheduled planning and zoning board meeting. Thereafter, public notice shall be given and a public hearing before the city commission on the petition for rezoning shall be held in the same manner as for other applications for zoning.

- *Planning and zoning board findings and recommendations.* After the close of the public hearing, the planning and zoning board may recommend to the city commission that the PMDD rezoning be granted as submitted, granted subject to stated stipulations and conditions, or denied.

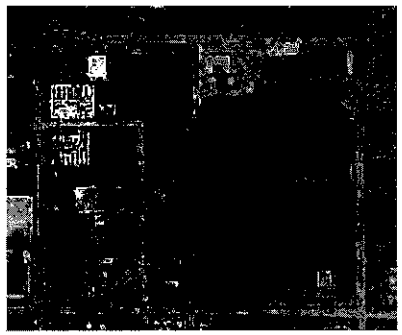
- *City commission action.* The city commission shall, after due consideration, enact or deny PMDD zoning for the subject property. The ordinance enacting the PMDD zoning shall specifically incorporate the PMDD zoning plan that shall consist of the minimum required elements, as previously described in this section. Upon receipt of the planning and zoning board recommendation, the city commission shall act in accordance with the procedures for rezoning as identified in Chapter 13 of the City's Land Development Code.

3.1.6 Subsequent to Rezoning a Planned MainStreet Development District

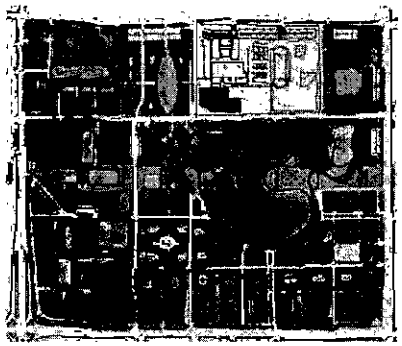
Subsequent to the enactment of PMDD zoning, development of all or a portion of the PMDD shall proceed in accordance with the standard site plan review and subdivision approval provisions of the City of Coconut Creek Land Development Code. All site plans within the MSPA are subject to City Commission approval. Site plan approval and subdivision approval shall be granted only for developments, which conform to the requirements set forth in the individual PMDD ordinance.

3.2 Guideline Organization

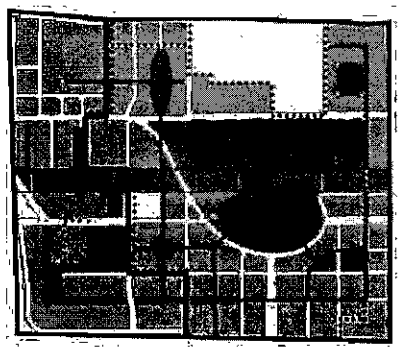
When using these Standards, it is helpful to understand the basis for their development. In order to establish a framework from which to understand the development potential of the district, a conceptual development scheme was created, herein after referred to as the "conceptual scheme". This conceptual scheme was utilized not only to test that the Standards would ensure that future MainStreet development fulfilled the intent of the district, but also that the Standards were flexible, pragmatic and enforceable. For this reason, the Standards often make reference to the conceptual scheme as a point of departure, both graphically and in text. The City recognizes that the development of the MainStreet District will most likely occur in phases and by multiple development entities. Therefore, it is not the intent of the Standards to mandate any particular overall development scheme. Alternative schemes may be proposed provided the conceptual intent of the District is maintained and that future phases are accounted for.



Existing Conditions



Conceptual Scheme



Land Dedications

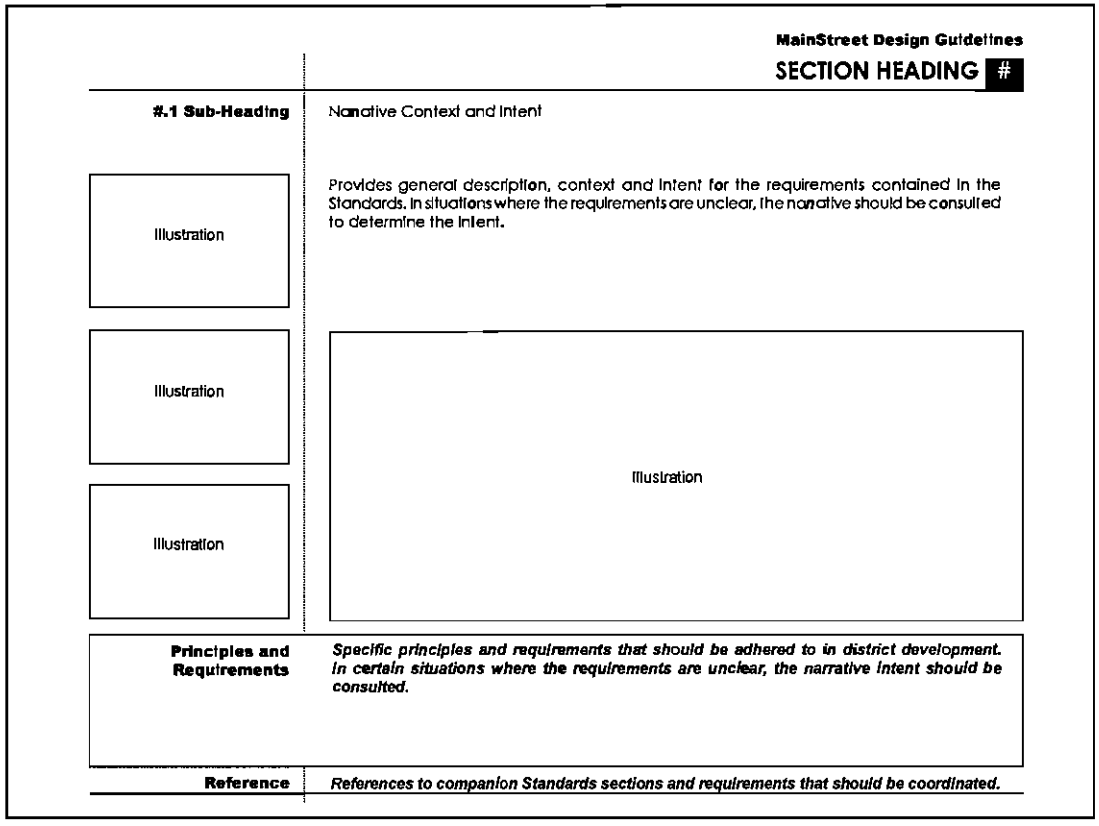
These Standards provide for the cohesive, yet flexible, future development of the MainStreet District. They are organized to first address the overall planning and development of the District as whole. This includes general parameters for the development and placement of open spaces, water bodies, development blocks and street networks and descriptions of how these components should relate to one another as an interdependent whole. Secondly, the Standards provide more specific requirements for the development of streetscapes, open spaces, and buildings and, thirdly the Standards address specific requirements for sustainable planning and building. When using these Standards, it is important to note that they have been developed as a holistic document and no single section should be read in isolation. References have been provided throughout to aide in understanding the relationships between different sections.

3.2 (cont.)
Guideline Organization

Of important note when using the Standards is the distinction between requirements for the MainStreet District as a whole and the requirements of Sub-Districts. Sub-Districts govern allowable building uses, densities and height only. All other aspects of a development project should follow the requirements provided throughout the document. Section 4, District Boundaries and Sub-Districts, describes the overall District and Sub-District boundaries and provides a general intent for each Sub-District.

Typical zoning parameters, including the specific Sub-District building allowances (uses, density and height) as well as building setbacks and parking requirements are located in Section 8, Buildings.

Most pages are formatted to provide a narrative context and intent for the Standards, illustrative graphics and photographs, specific component requirements and other Standard references. The format is illustrated in the diagram below:



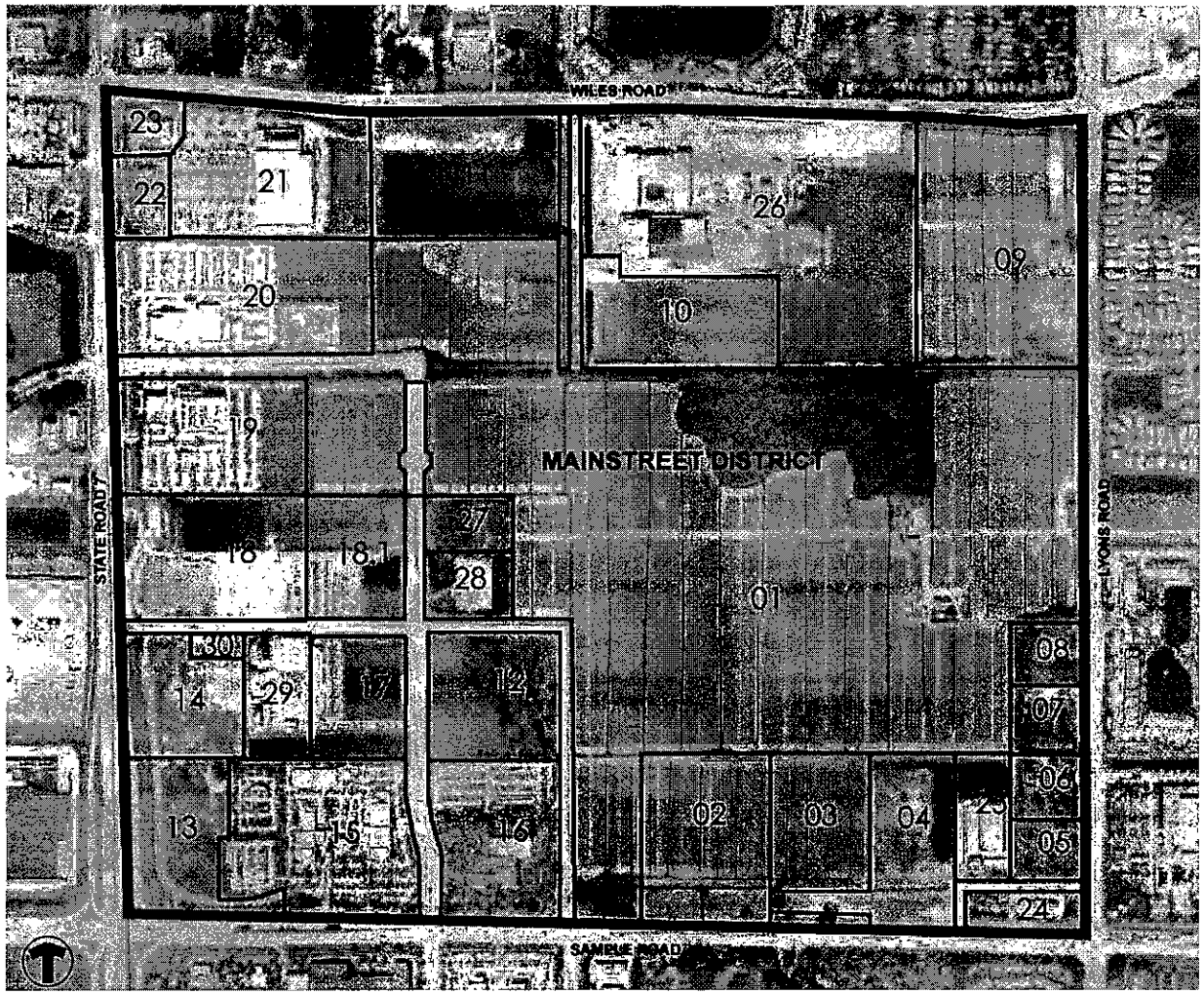
DISTRICT BOUNDARIES AND SUB-DISTRICTS 4

4.1 District Boundaries

(Property information is from 2003)

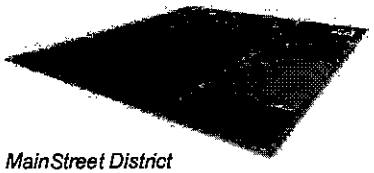
1. JOHNS, DANIEL FRANKLIN TR % SUNTRUST BANK S FL NA
2. SAMPLE ROAD TR % CAPITAL REALITY SERVICES INC
3. CITY OF COCONUT CREEK
4. POMPANO IMPORTS INC % VISTA MOTORS
5. SIGNET LC
6. CATALINA SQUARE LC
7. COMPLETE PROPERTY MAINTENANCE
8. CURRIE, DONALD R & GWENDOLYN G
9. GREEN, VIRGIL D & GREEN LND TR % ROBERT M GREEN & NANCY E BEACH
10. CITY OF COCONUT CREEK
11. RM GREEN CORP
12. CITY OF COCONUT CREEK
13. MORSE OPERATIONS INC
14. CED ACQUISITIONS INC
15. TT OF COCONUT CREEK INC
16. AL HENDRICKSON TOYOTA INC
17. SEMINOLE TRIBE OF FLORIDA
18. SEMINOLE PROPERTIES INC
18.1 SEMINOLE PROPERTIES INC
19. MAROONE MANAGEMENT SERV INC
20. VOLKSWAGEN OF AMERICA INC GUNTHER VOLKSWAGEN
21. HOME DEPOT USA INC % PROP TAX DEPT 6356
22. INTERSTATE COCONUT LLC
23. WILES PARTNERS LLC
24. MOTIVA ENTERPRISES LLC
25. LYONS CREEK LC % UNITED STOR-ALL CENTERS INC
26. BROWARD COUNTY SCHOOL BOARD
27. COMMERCE CENTER AT COCONUT CRK % J SHORE
28. FLORIDA POWER & LIGHT CO
29. UNITED STATES OF AMERICA (SEMINOLE TRIBE OF FLORIDA)
30. THOMAS, BARBARA L & THOMAS, MARGARET R

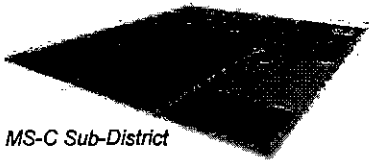
The overall MainStreet District is comprised of approximately 430 acres (not including the Monarch High School) defined by Lyons Road on the east, State Road 7 on the west, Sample Road on the South, and Wiles Road on the North. Of the 430 acres, approximately 290 acres are currently undeveloped or are being utilized for agricultural purposes. The existing conditions of the MainStreet District are illustrated below.

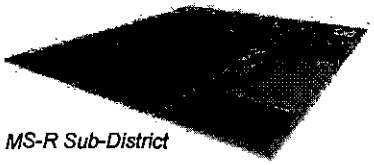


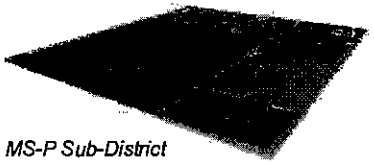
MainStreet District Boundaries & Property Ownership

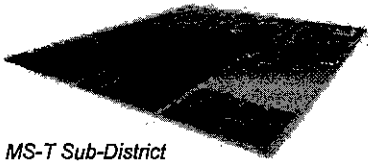
4.2 Sub-Districts


MainStreet District


MS-C Sub-District


MS-R Sub-District


MS-P Sub-District


MS-T Sub-District

Within the District, four Sub-Districts have been established. The Sub-District regulations primarily govern building densities, floor area ratios, uses, and site development typologies. Specific requirements of each are provided within the sections (Buildings, Section 8) that address those issues. The Sub-District's are as follows:

- MainStreet Mixed-Use Commercial (MS-C): A sub-district focusing on mixed-use commercial/ residential development and allowing for the greatest overall density in the District.

  As indicated on the District and Sub-District boundary maps, the MS-C Sub-District encompasses approximately 143 acres and properties 02, 03, 04, 12, 25, 27 and 28. It encompasses portions of 01.

- MainStreet Mixed-Use Residential (MS-R): A mixed-use district focusing on residential, civic and cultural uses.

  As indicated on the District and Sub-District boundary maps, the MS-C Sub-District encompassed approximately 103.5 acres and property 10. It encompasses portions of 01, 09 and 11.

- MainStreet Mixed-Use Perimeter (MS-P): A mixed-use district focusing on commercial and office development fronting Lyons and Wiles roads and allowing for site development typologies that account for the existing character of surrounding roadways.

  As indicated on the District and Sub-District boundary maps, the MS-P Sub-District encompassed approximately 43.5 acres and properties 05, 06, 07, 08 and 24. It encompasses portions of 01, 09 and 11.

- MainStreet Mixed-Use Transit (MS-T): This Sub-District covers areas adjacent State Road 7 and anticipates that this roadway may one day be developed into a rapid transit corridor. As opposed to the other Sub-Districts which are primarily composed of undeveloped land, the majority of the properties within the MS-T Sub-District have already been developed with successful commercial uses. Therefore, the Sub-District provides general standards and incentives for future redevelopment with an orientation towards transit, but should not impact existing uses.

  As indicated on the District and Sub-District boundary maps, the MS-T Sub-District encompassed approximately 140 acres and properties 13, 14, 15, 16, 17, 18, 18.1, 19, 20, 21, 22, 23. It does not include property 29.

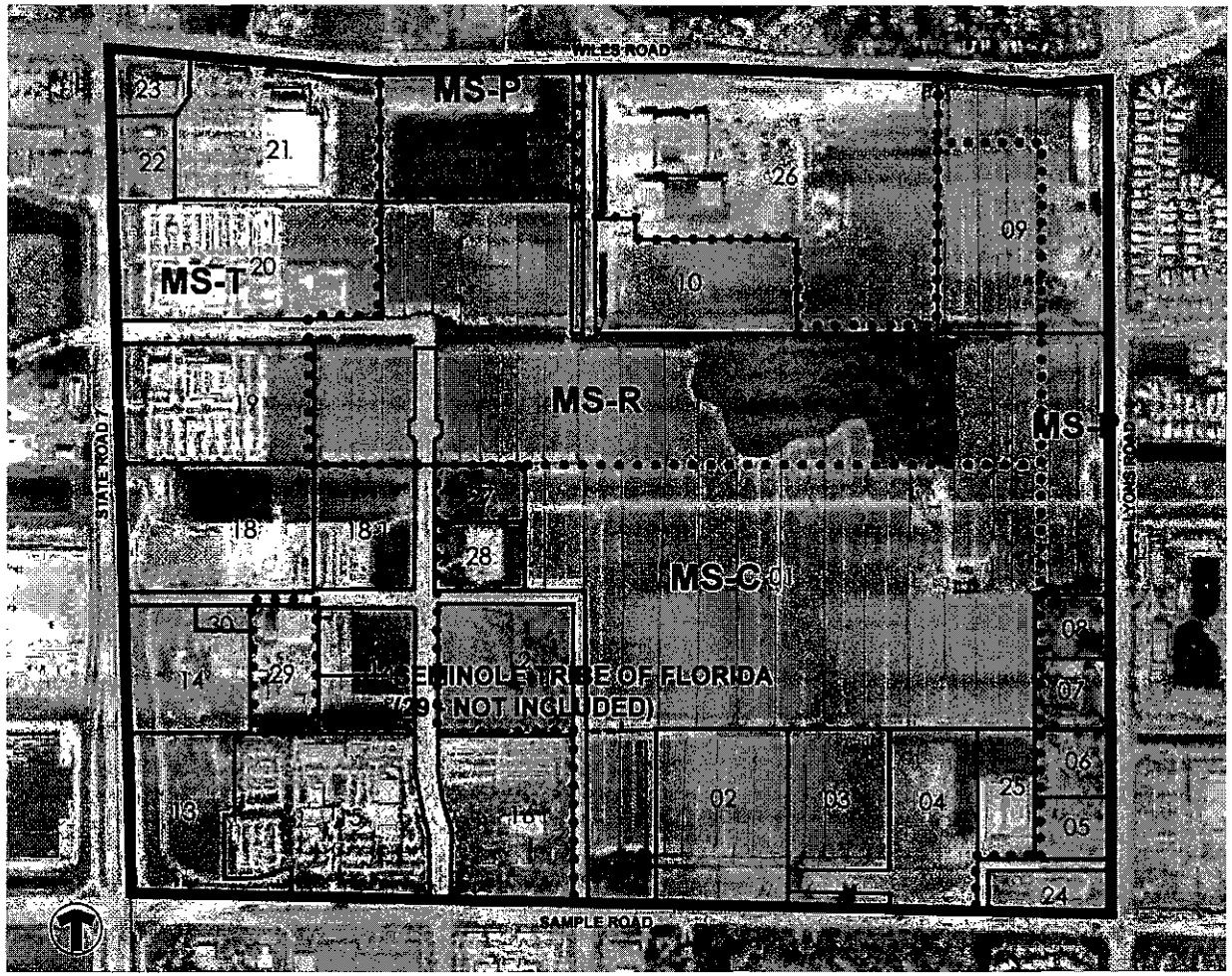
Reference *8: Buildings: 8.1: Uses, Densities and Height*

4.2 (cont.)
Sub-Districts

The four Sub-Districts are illustrated below and overlaid on the existing conditions of the MainStreet District. The requirements and allowances of the Sub-Districts are provided in Section 8.1: Uses, Densities and Height.

LEGEND:

- *Existing Properties/Plats*
- *MainStreet District*
- *MainStreet Sub-Districts*



Sub-District Boundaries

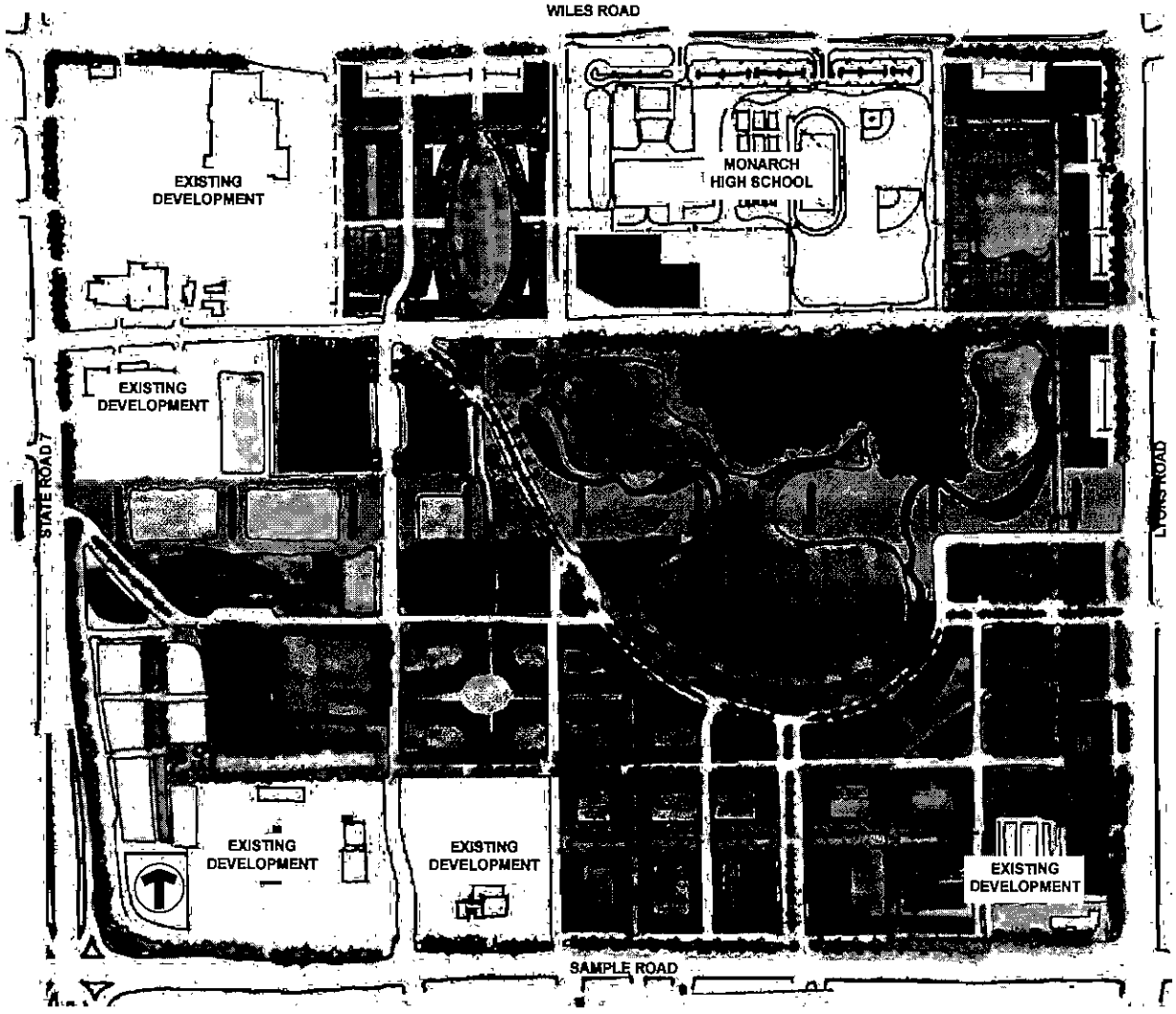
DISTRICT-WIDE DEVELOPMENT ORGANIZATION 5

DISTRICT-WIDE DEVELOPMENT ORGANIZATION

The intent of this section is to inform the overall development organization and planning of the district. Furthermore, the purpose is to ensure the development of a cohesive, pedestrian oriented urban environment that incorporates significant public open space and amenities, and opportunities for successful development of a mix of uses. The conceptual scheme below provides an illustration of the initial phases of the development.

LEGEND:

- *Commercial/Retail*
- *Office*
- *Civic/Cultural*
- *High Density Residential*
- *Med.Density Residential*
- *Seminole/Casino/Hotel*
- *Water/Canals*



Conceptual Scheme - Initial Phases

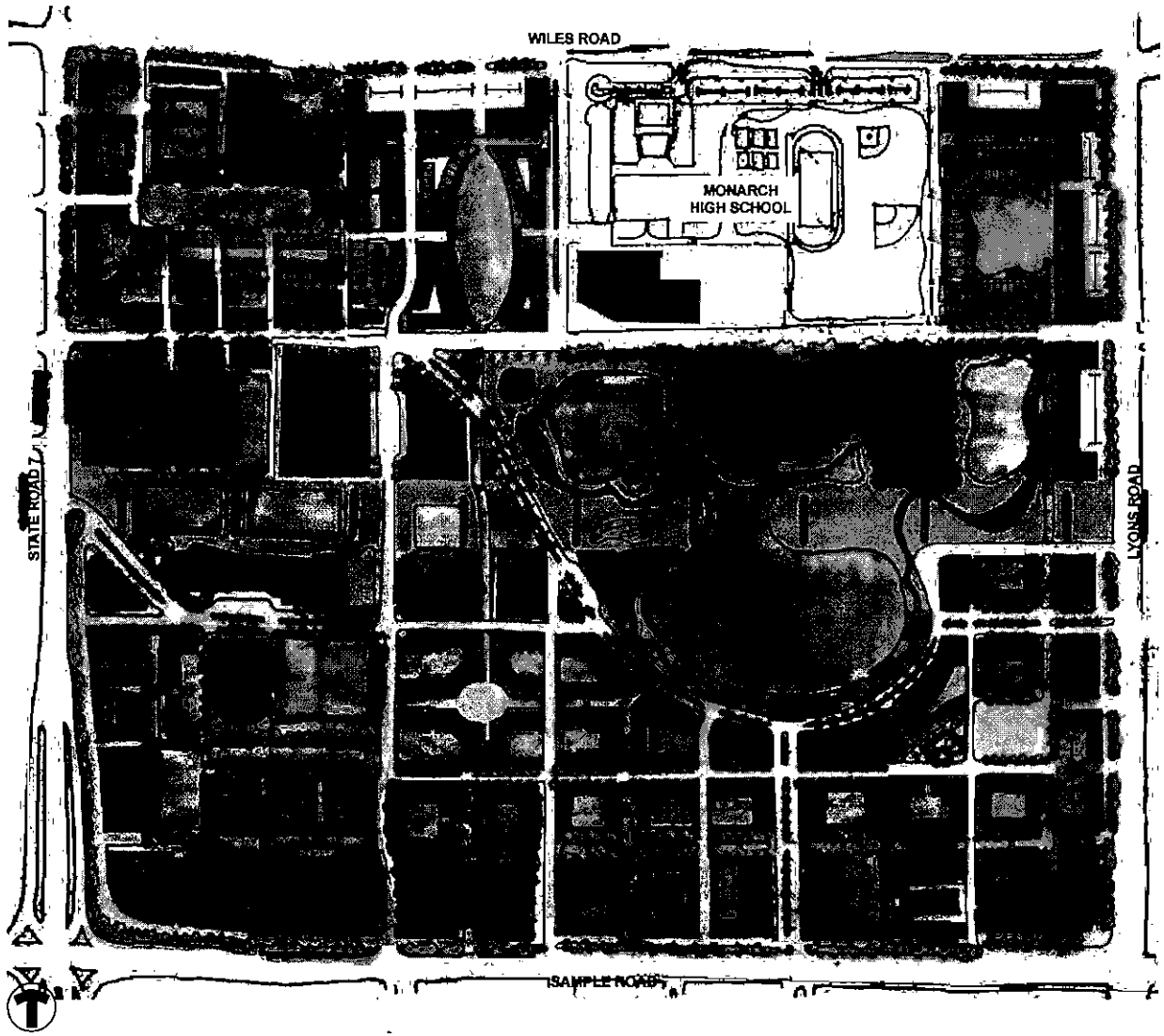
DISTRICT-WIDE DEVELOPMENT ORGANIZATION 5

DISTRICT-WIDE DEVELOPMENT ORGANIZATION

The conceptual scheme below provides an illustration of the full build-out of the development.

LEGEND:

- *Commercial/Retail*
- *Office*
- *Civic/Cultural*
- *High Density Residential*
- *Med.Density Residential*
- *Seminole/Casino/Hotel*
- *Water/Canals*



Conceptual Scheme - Final Phases

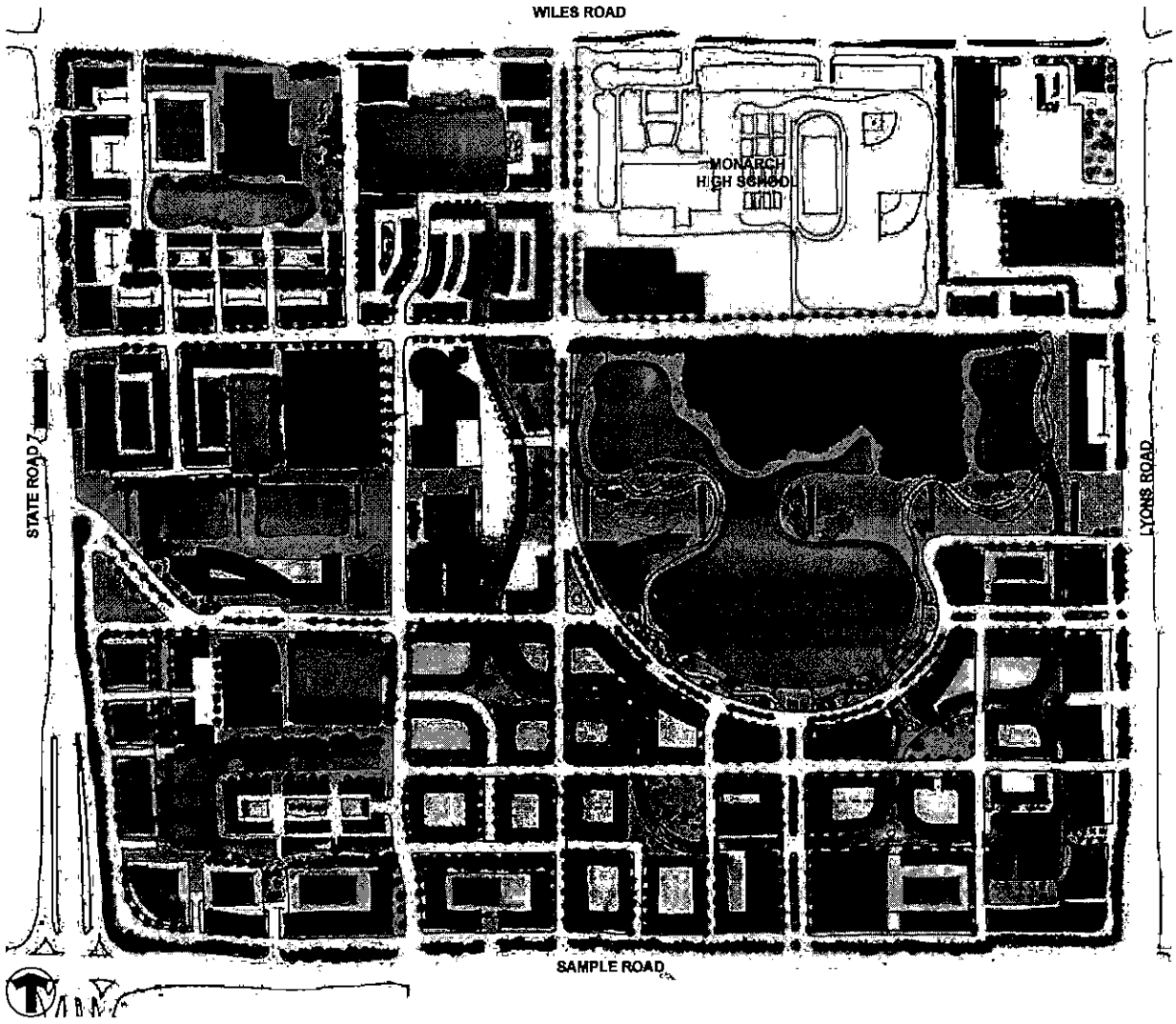
DISTRICT-WIDE DEVELOPMENT ORGANIZATION 5

DISTRICT-WIDE DEVELOPMENT ORGANIZATION

The alternative conceptual scheme provided below illustrates subtle design variations such as curved canals, retention of significant existing water bodies, alternatives for perimeter development and a variation on the alignment of MainStreet (Street Type C).

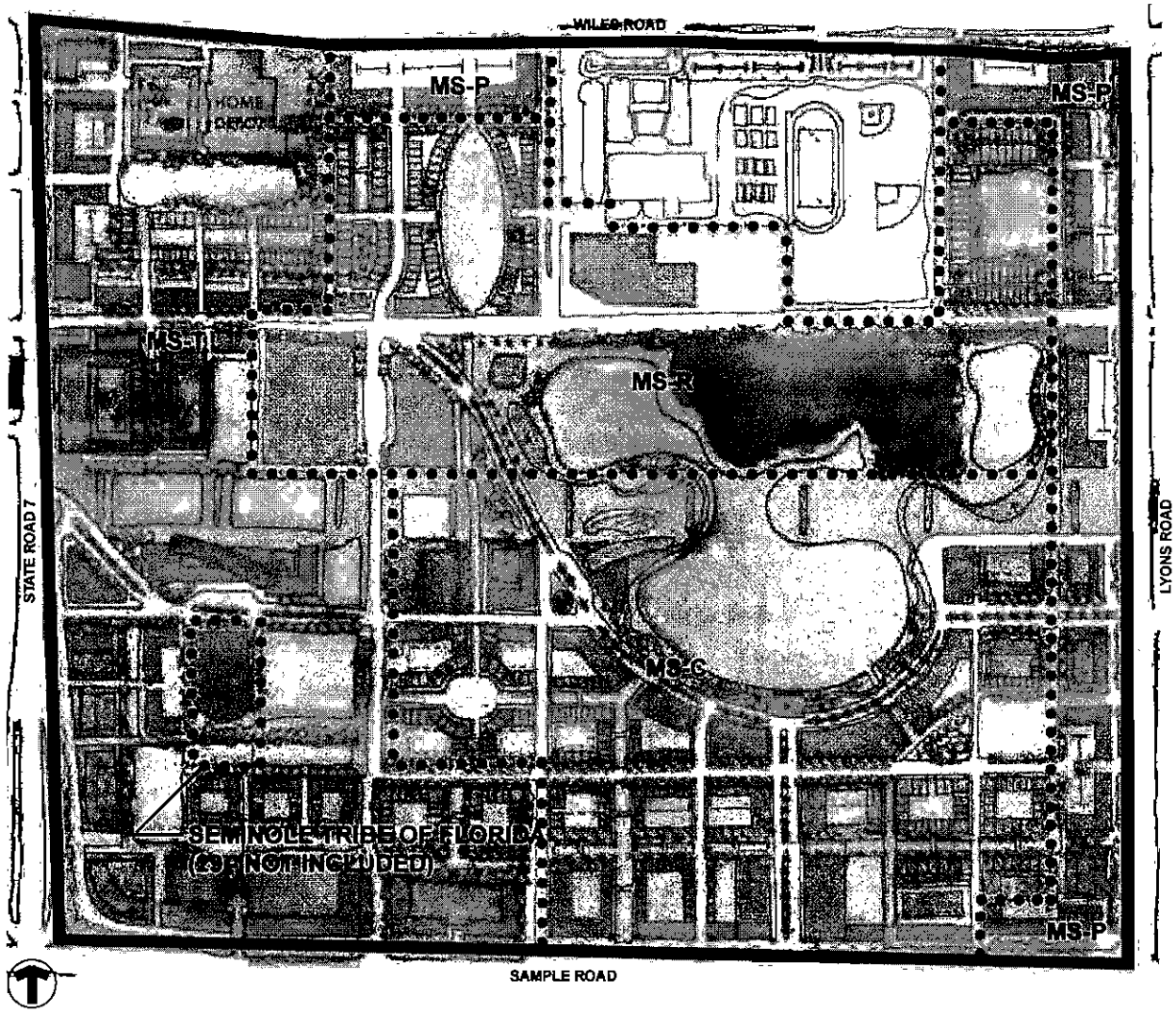
LEGEND:

- *Commercial/Retail*
- *Office*
- *Civic/Cultural*
- *High Density Residential*
- *Med.Density Residential*
- *Seminole/Casino/Hotel*
- *Water/Canals*



DISTRICT-WIDE DEVELOPMENT ORGANIZATION

The MainStreet Sub-Districts are indicated below and overlaid on the conceptual scheme.

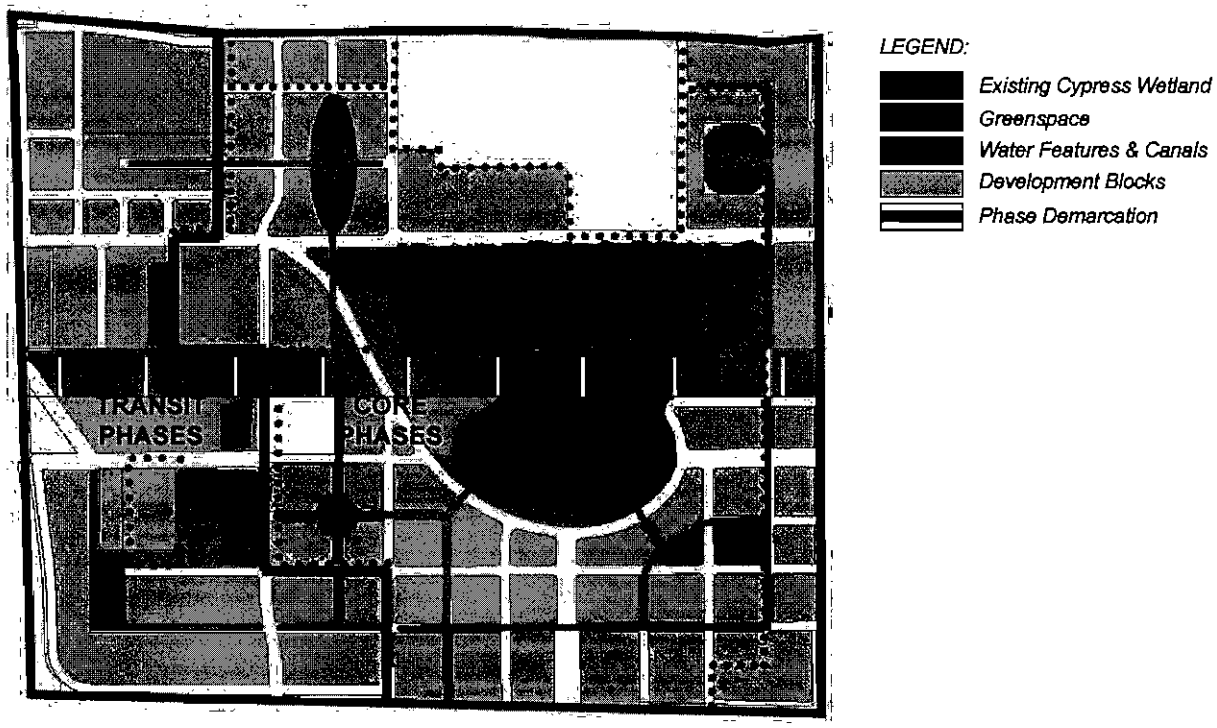


MainStreet Sub-Districts

DISTRICT-WIDE DEVELOPMENT ORGANIZATION 5

5.1 Land Dedications

Land use dedications have been estimated based on the conceptual scheme and shall guide the overall development of the District. The initial phases and final phases are comprised of approximately 290 and 140 acres, respectively.



Land Dedications

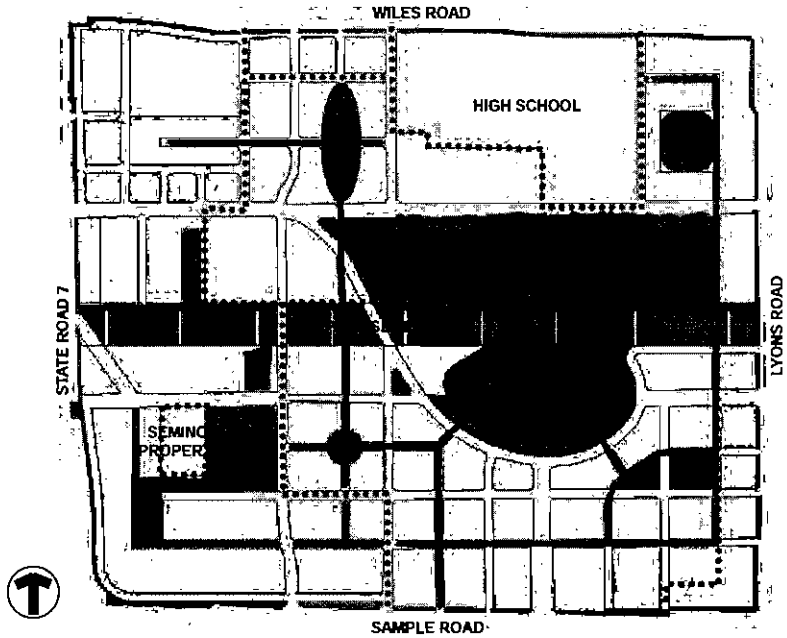
Requirements

Core Phases (290 acres)
Greenspace:.....58 acres (20%)
Water Features:..... 44 acres (15%)
Canals:..... 12 acres (4%)
Roadways:.....46 acres (16%)
Development Blocks:.....130 acres (45%)

Transit Phases (140 acres)
Greenspace:.....14 acres (10%)
Water Features:..... 21 acres (15%)
Canals:..... 2 acres (1.5%)
Roadways:.....25 acres (18%)
Development Blocks:.....78 acres (55.5%)

5.2 Open Space

Public open space shall be the primary organizing framework and centralized focus of the District. The open space includes the existing cypress wetlands, greenspace, water features and canals.



Open Space Diagram

Principle

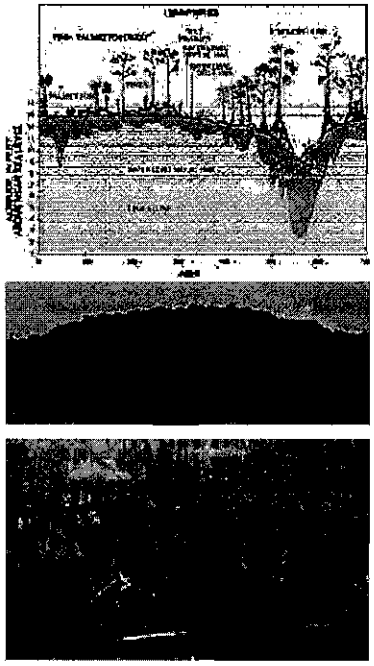
- ***Provide a systematic open space component.***
- ***Provide a minimum of 16% pervious area of open space for drainage.***
- ***Water features and canals used for retention may be counted toward required open space and will be given credit based on the width of the water body.***
- ***See Open Space Template in Section 11 for calculating open space.***

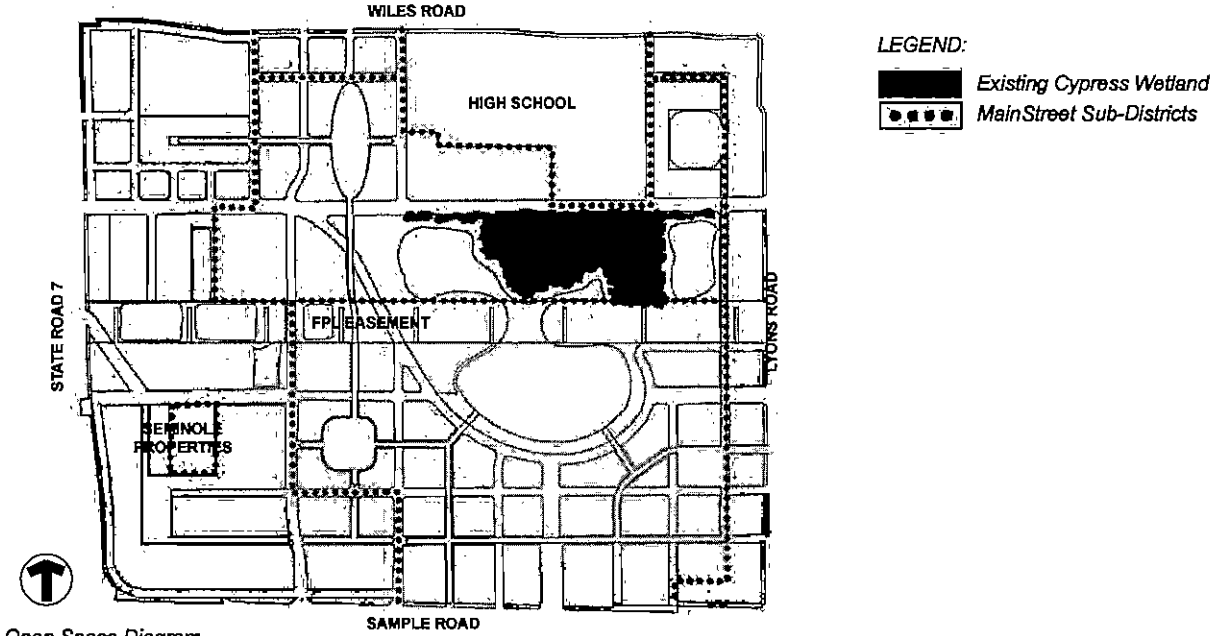
Reference *5.1: Land Dedications; 7: Plazas and Open Space; 11.0 Open Space Template*

5.2.1 Existing Wetlands

The District contains a significant cypress wetland community as identified and protected in the Coconut Creek Comprehensive Plan as site 35. This wetland community shall be restored and protected.

The wetland community shall be recognized as a substantial community asset and shall be incorporated and planned as a focal component of the overall District plan and open space. Such incorporation shall be accomplished in a manner that does not create undue environmental stress on the wetland and allows the community recreational and educational opportunities and enjoyment. The wetland may be counted towards the greenspace requirements of the District.





Open Space Diagram

Requirements

Restore and protect the existing cypress wetland, including:

- ***The removal of invasive and exotic plant communities.***
- ***Establish a long-term management plan to ensure that natural hydrology of the wetland is maintained.***
- ***Restriction of development within 100' of the wetland.***
- ***Implementation of a construction management and erosion control plan to protect the wetland from the effects of stormwater runoff and erosion caused by construction and disturbance of natural water flows.***

Reference ***5.1: Land Dedications; 9.4 Reduced Site Disturbance***

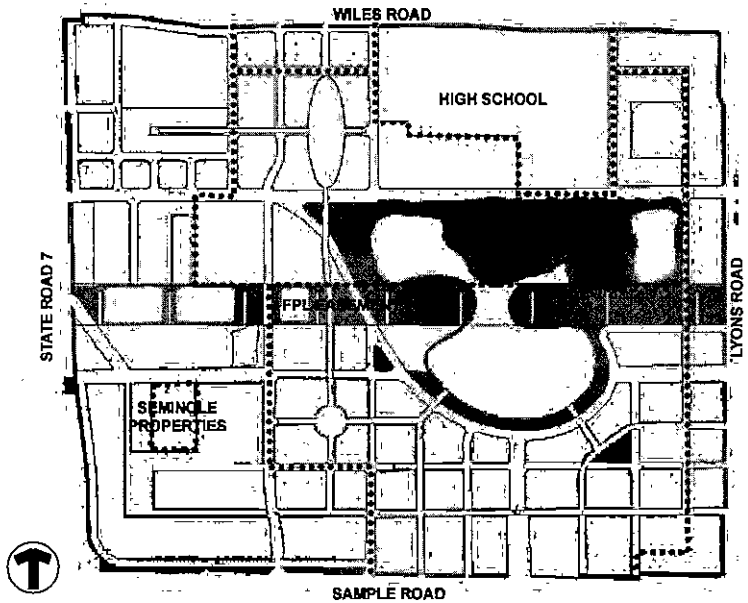
5.2.2. Greenspace

Greenspace is a fundamental component of a healthy urban environment and provides opportunities for recreation and relaxation, exercise, cultural entertainment and education. Greenspace may be provided in the form of parks, landscape buffers, greenway trails, public plazas and gathering areas.

Individual development blocks do not have greenspace requirements, but more than 16% of the District area shall be dedicated public greenspace. This affords the District the opportunity for a significant recreation component. In order to provide the District with a discernible focus, the greenspace shall be primarily located and planned in a centralized and contiguous manner. As indicated in the Comprehensive Plan, greenway trails have been identified throughout the City to connect neighborhoods with sidewalks, bicycle paths, nature trails and equestrian parks. One such proposed trail traverses the district within the existing Florida, Power and Light easement and connects existing parks on the eastern boundary of the City to the western boundary. This trail shall be developed as a component of the greenspace throughout the entirety of the district. In addition, the surrounding edges of the district shall be improved as greenways.

LEGEND:

- *Existing Cypress Wetland*
- *Greenspace*
- *MainStreet Sub-Districts*



Greenspace Diagram

Requirements

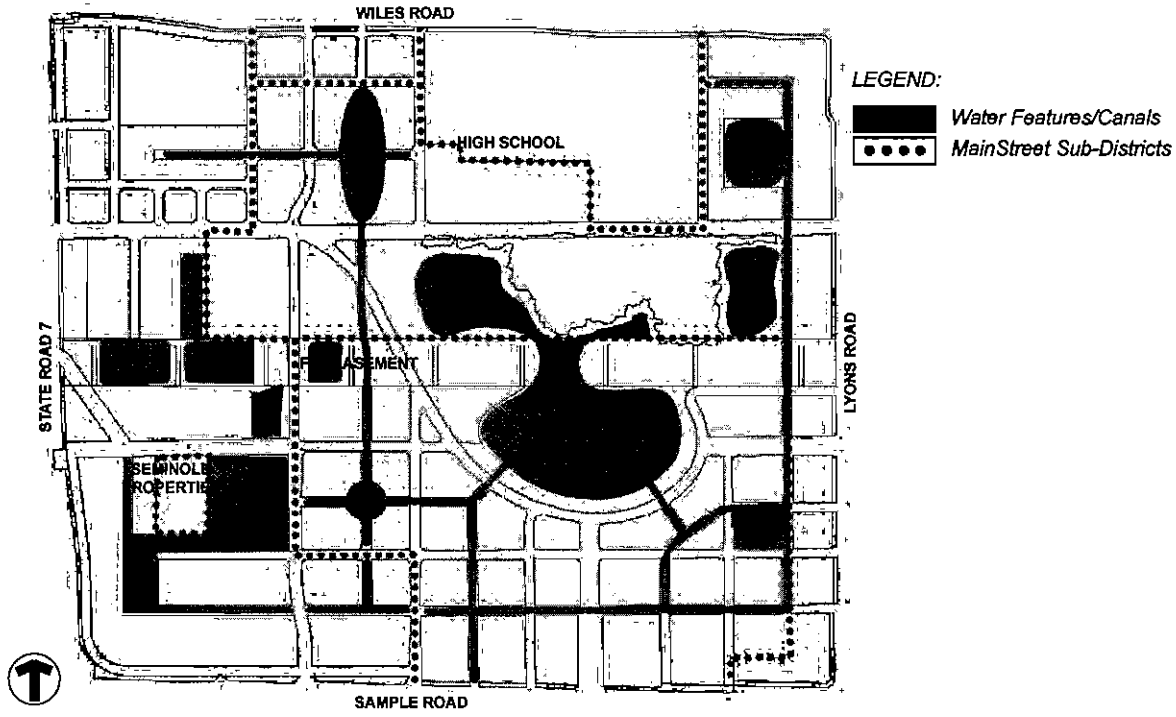
- ***Provide centralized and contiguous greenspace organization.***
- ***Provide 20% (gross) of the core phase as greenspace: 10% of the transit phase (16.7 % total).***
- ***Utilize greenspace to enhance and buffer the existing cypress wetlands.***
- ***Provide a greenway trail within the FPL easement. Trail path shall be a minimum of 15 feet in width.***

Reference *5.1: Land Dedications; 7.2: Open Space*

5.2.3 Water Features and Canals

The District encourages the development of a significant water feature centrally located and designed to be integral and complementary to greenspace and existing wetland components. Other water bodies should be located so that they become focal elements of smaller "communities" within the District. Such water features shall operate as effective stormwater management tools, but shall also maintain a water quality that is suitable for public recreation purposes such as non-motorized boating.

Additionally, the development of water canals is encouraged throughout the district. Such canals shall be integral to the overall block development, and shall be systematically connected to one another and to larger water features. Canal edges shall be designed as urban streetscapes with ample pedestrian access and amenities.

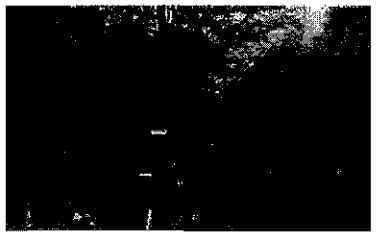


Water Features and Canals Diagram

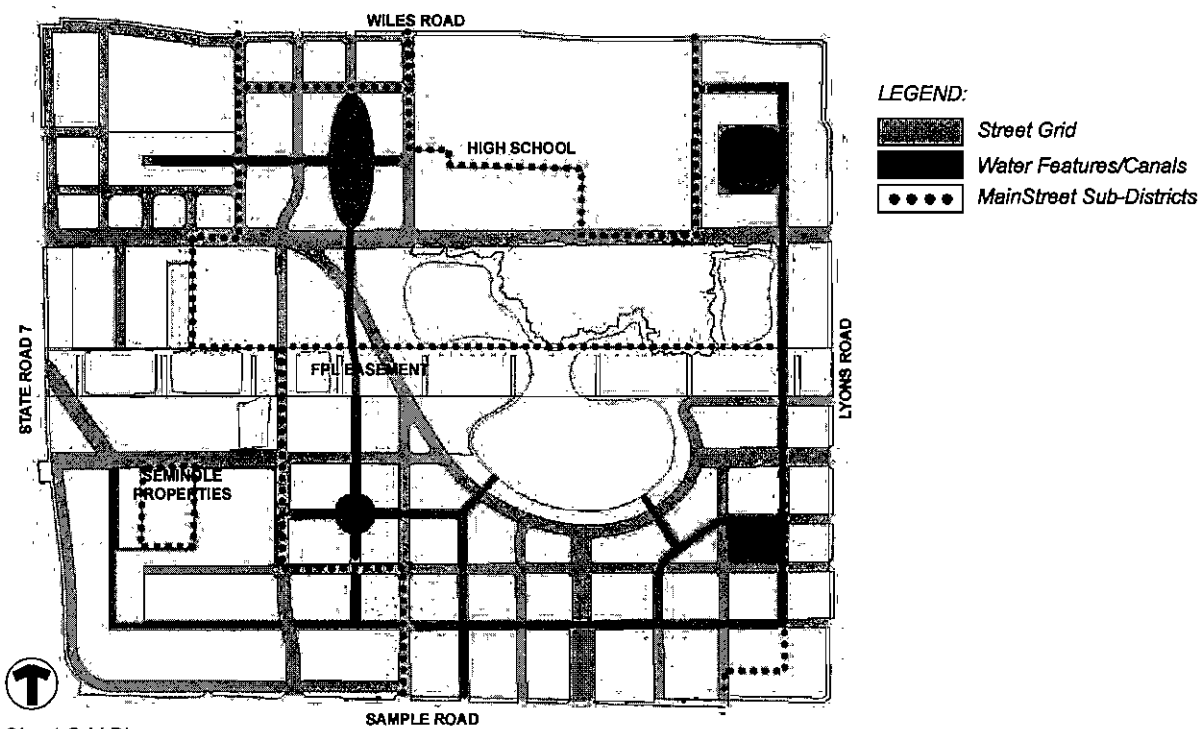
Requirements	• ***Locate water bodies so that they act as focal components of the District.*** • ***Take appropriate measures to ensure and maintain water quality.*** • ***Canals and water bodies shall be curved in design. There shall be no linear canals or rectilinear water bodies.***
Reference	***6.5: Streetscapes; 7.2: Open Space; 9.3: Stormwater Management***

5.3 Street Grid

Streets within the District shall provide a variety of pedestrian, bicycle and vehicular routes and an efficient means for dispersing traffic. They shall be primarily developed as a connected grid network that conforms to natural features and planned open space. Street types shall be developed with a clear hierarchy, providing clarity for primary development entry points from adjacent thoroughfares, primary retail and commercial streets, and secondary residential streets and canals.



Streets shall provide efficient connectivity to the surrounding community and existing thoroughfares with entry points that conform to the requirements of each thoroughfare. The District shall have primary points of entry from Sample and Lyons Roads, State Road 7, and a secondary entrance form Wiles Road. Additional connections to these roads are encouraged to the extent possible.

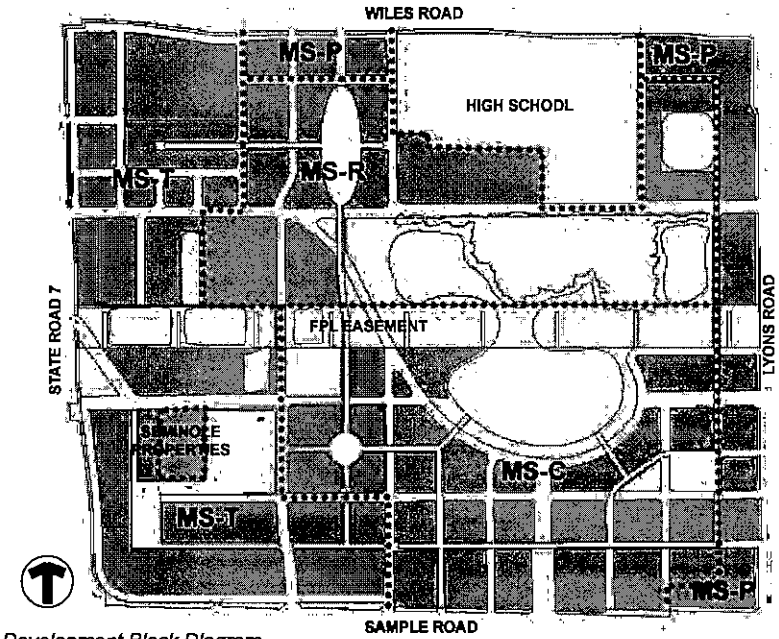


Street Grid Diagram

Requirements	• ***Provide a grid network of streets with a variety of pedestrian, bicycle and vehicular routes.*** • ***Provide appropriate connections to surrounding roadways.*** • ***Ensure that adequate emergency vehicle circulation is accommodated.***
Reference	***6: Streetscapes; 5.2.3 Water Features and Canals***

5.4 Development Blocks

Block size is a fundamental component of urban design that must balance the need to maximize the opportunities for efficient development and to also provide a comfortable pedestrian environment and connectivity. For this reason the district recommends average block sizes and the majority of blocks should reasonably approximate the average. However, it is recognized that some types of developments will require larger blocks and some blocks will have irregular geometries. In order to provide flexibility, recommended maximum block size is provided. In any case, smaller blocks are preferred and the intent of the pedestrian orientation of the District shall be maintained.



Development Block Diagram

LEGEND:

- *Development Blocks*
- *MainStreet Sub-Districts*

Requirements

Sub-District MS-C Blocks:

- ***Shall average approximately 2 acres (approximately 300' x 300') with a maximum of 4 acres.***

Sub-District MS-R Blocks:

- ***Shall average approximately 2 acres (approximately 300' x 300') with a maximum of 10 acres for civic, cultural and school uses.***

Sub-District MS-P Blocks:

- ***Shall average approximately 2 acres (approximately 300' x 300') with a maximum of 10 acres.***

Sub-District MS-T Blocks:

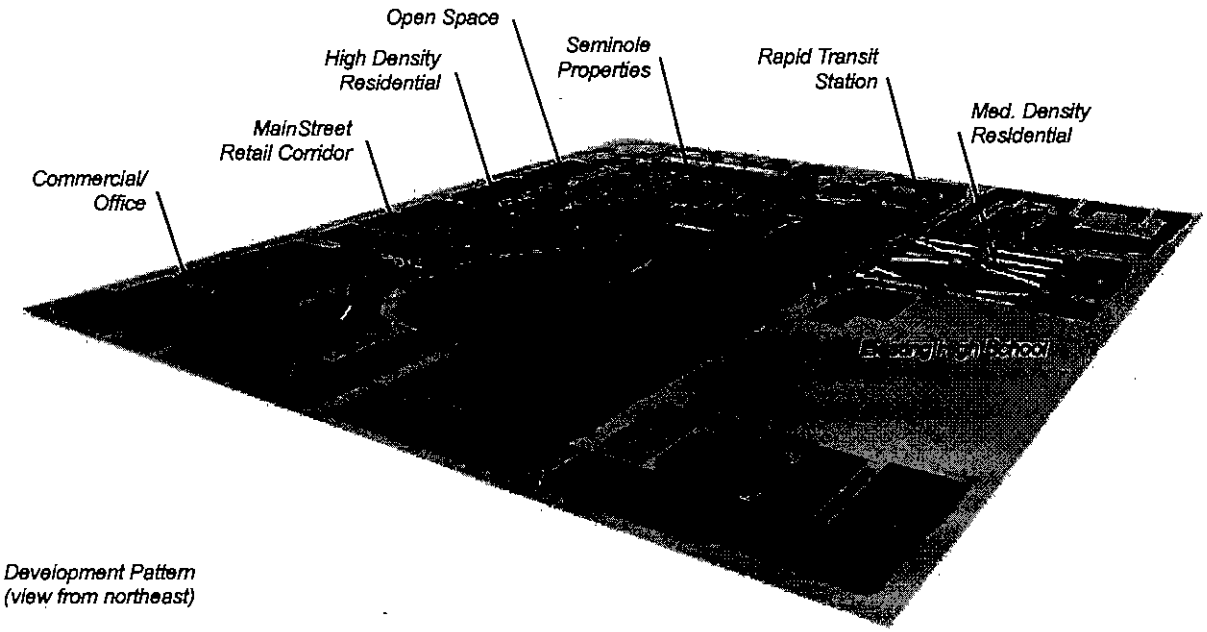
- ***Shall average approximately 4 acres (approximately 400' x 450') with a maximum of 9 acres.***

5.5 Development/Land Use Pattern

The suggested development pattern is garnered from the conceptual scheme as previously discussed. It is intended that development pattern should be organized to focus on the major open space components of the plan. The open space component should become the integral element of the development and as such, becomes the foundation for providing a character that is unique to Coconut Creek. Primary MainStreet mixed-use retail corridors should front and complement these open spaces. It is further encouraged that retail corridors stretch towards the District's surrounding roads and potential future development of the Seminole properties. Doing so will not only enhance the economic vitality of retail uses by making them visible to these heavily used thoroughfares, but will also serve to connect the overall development to the surrounding community.

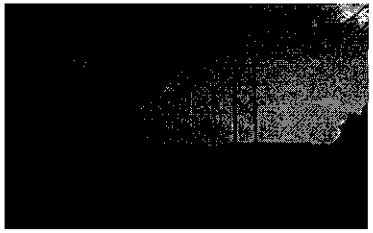
Higher density residential uses should be adjacent and integral to major retail corridors and future transit stations and should be situated to gain views of the open space. Therefore, it is intended that building heights be stepped back from the open space, creating holistic opportunities for views and enjoyment of the open space.

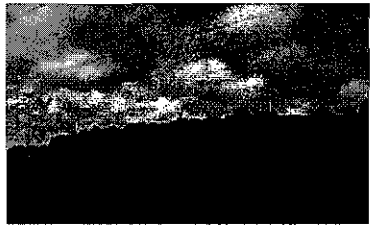
Civic and cultural uses should also front the open space component and serve to anchor retail development. Public gathering spaces should be incorporated within the open space to transition to these uses and to provide an important civic character to the development. Outlying parcels should be developed with lower density residential, office and commercial uses.



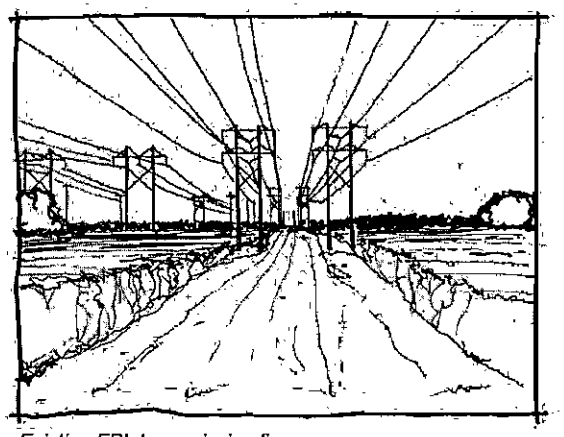
Development Pattern (view from northeast)

5.6 Utilities

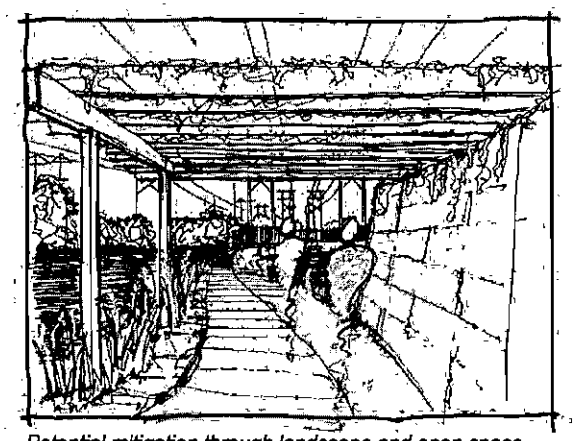




Within the district, there are a number of existing overhead utilities including a major FPL transmission corridor. Existing overhead lines, outside the major FPL transmission corridor, shall be replaced with underground. It is also desirable that the utilities within the FPL easement be relocated, either underground or off-site, but it is recognized that these utilities may be permanent fixtures within the district. The conceptual scheme was organized to conceal them to the greatest extent possible by shaping the central water feature and adjacent development to minimize the long silhouette view that currently exists. In addition, it is recommended that open space areas within the FPL easement incorporate elements that interrupt views. This may include introducing topographical features, vertical features such as architectural screens and landscaping, and overhead elements associated with greenway trails. Long and silhouette views of overhead utilities should be minimized and the "tunnel effect" of long, straight, uninterrupted views should be especially avoided. In addition, substations and transformers should be screened from view through the use of topography, plant materials, fencing and/or enclosure walls.



Existing FPL transmission lines

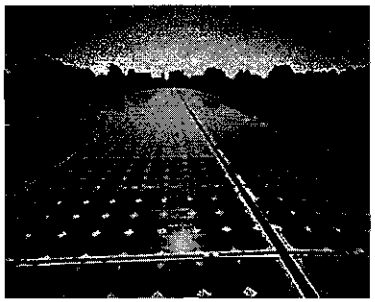


Potential mitigation through landscape and open space structures

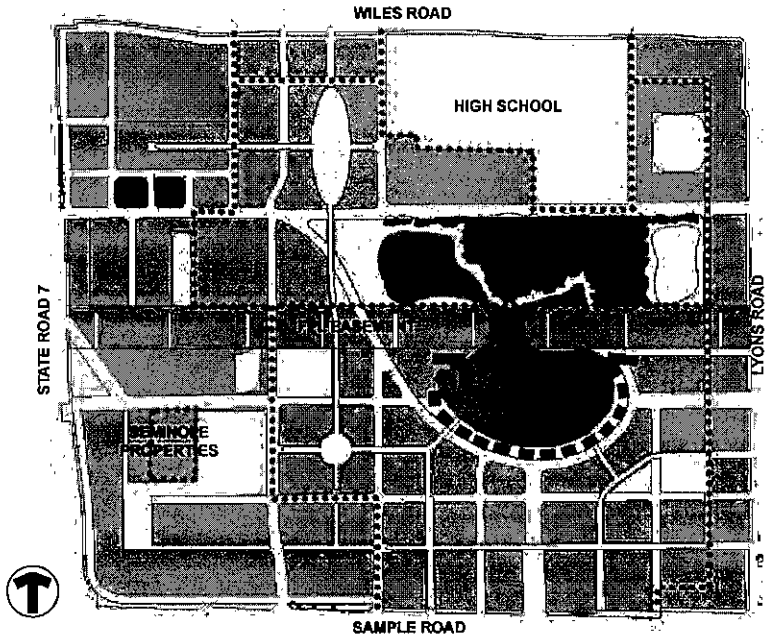
Requirements

- ***Buffer FPL infrastructure from views to the greatest extent possible.***
- ***Existing overhead lines, outside the mjor FPL transmission corridor, shall be replaced with underground.***

5.6 (cont.) Utilities



Other potential strategies for mitigating the existing FPL transmission lines and their associated structures include the implementation of Art in Public Places, creative lighting strategies or even the implementation of a solar field. It is possible, given FPL's interest in energy conservation, that they would be amenable to the possibility of allowing photovoltaic solar panels to be attached to the vertical transmission line supports if done in a way that does not interfere with the service requirements of the infrastructure. The solar panels, which are quite interesting to view, could be used to augment lighting requirements of the open space components, and would serve as a beacon to the MainStreet District and its sustainable consciousness.



FPL View/Development Organization Mitigation Diagram

LEGEND:

- *FPL Easement*
- *Main Water Feature*
- *Existing Wetlands*
- *Development Shaping*
- *MainStreet Sub-Districts*

Requirements

- ***Buffer FPL Infrastructure from views to the greatest extent possible.***

5.7 Public Safety

Crime Prevention Through Environmental Design (CPTED) contends that architects, city planners, landscape and interior designers, and law enforcement can create a climate of safety in a community, right from the start, by designing a physical environment that positively influences human behavior. People who use CPTED-designed areas perceive them as safe, and would-be criminals see them as highly risky places to commit crimes.

CPTED should be a key element in any local planning project such as MainStreet. This comprehensive crime prevention strategy encourages the community to be more intentional in the fight against crime and influences two related phenomena - the *probability* that a crime will occur and the public's *perception* of community safety.

The secret to CPTED is design features that eliminate or reduce criminal behavior and at the same time encourages people to "keep an eye out" for each other. These are just a few of the ingredients that go into creating an effective CPTED environment, a safer, more livable community.

CPTED is a unique way of thinking about crime. It is based on three principles:

- **Natural Surveillance**
- **Territorial Reinforcement**
- **Natural Access Control**

5.7 (cont.)
Public Safety

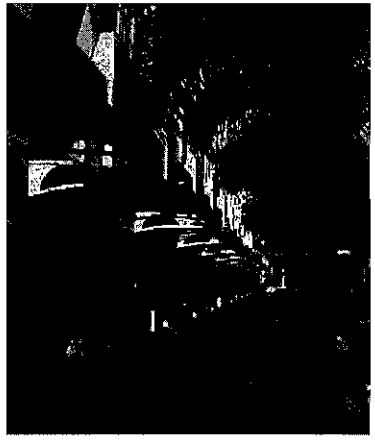
Natural Surveillance: A design concept directed primarily at keeping intruders easily observable. Criminals don't want to be seen. Placing physical features, activities, and people in ways that maximize the ability to see what's going on discourages crime. Promoted by features that maximize visibility of people, parking areas and building entrances such as doors and windows that look out onto streets and parking areas, pedestrian-friendly sidewalks and streets; front porches, and adequate nighttime lighting.

Territorial Reinforcement: People protect territory that they feel is their own and have a certain respect for the territory of others. Physical design can create or extend a sphere of influence. Users then develop a sense of territorial control while potential offenders, perceiving this control, are discouraged. Promoted by features that define property lines and distinguish private spaces from public spaces using landscape plantings, berms, pavement designs, gateway treatments, and "CPTED" fences. Identifying intruders is much easier in a well-defined space.

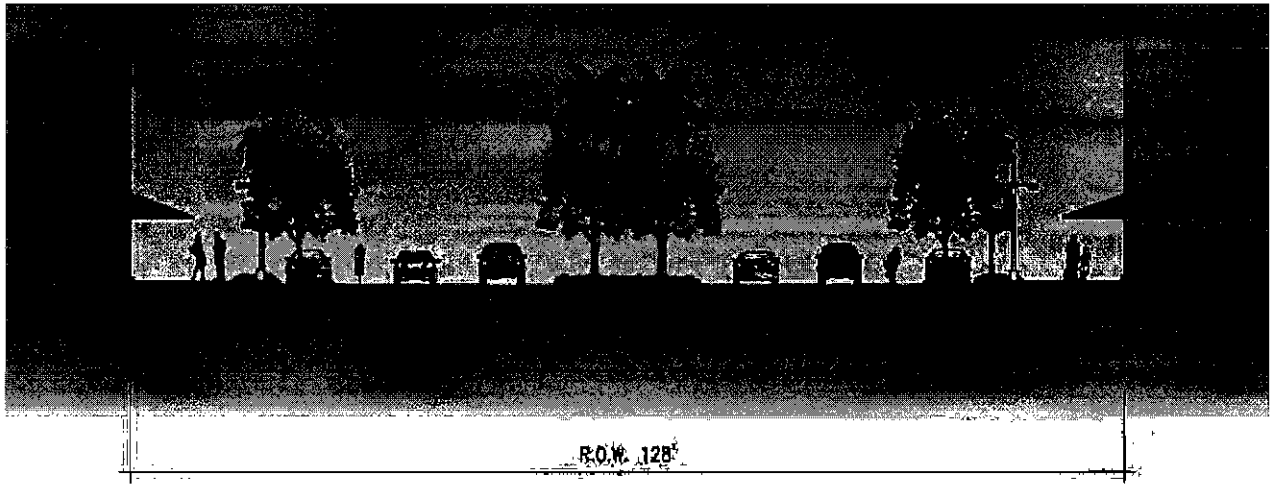
Natural Access control: A design concept directed primarily at decreasing crime opportunity by denying access to crime targets and creating in offenders a perception of risk. Gained by designing streets, sidewalks, building entrances and neighborhood gateways to clearly indicate public routes and discouraging access to private areas with structural elements. Properly located entrances, exits, fencing, landscaping, and lighting can direct both foot and automobile traffic in ways that discourage crime.

It is anticipated that MainStreet will incorporate CPTED principles in the organization of future development. The Standards provide design elements that can achieve the concept of CPTED and can be found in the following sections of the document.

STREETSCAPES



Great streets balance the needs of pedestrian, bicycle and vehicular traffic. Streets are the backbone of a great community offering places for extra activities including sidewalk seating, small gatherings, vendors and waiting for transit. Pedestrian comfort and safety is crucial to the development of an economically sustainable downtown and shall be of greater concern than the convenience of drivers. Streetscapes should offer protection from the elements. In South Florida, that primarily means protection from the sun and rain. To the greatest degree possible, continuous overhead cover should be provided. This cover may provide continuous protection without being continuous itself and may be accomplished by landscaping and building projections. In addition, the best streets offer variety and encourage building occupants to add something to the street such as awnings, cafe seating, plants and flowers. The goal of street design within the district should be to provide appropriate space for these things to occur, thus ensuring a vibrant and interesting public space. Site furnishings, plants, and hardscape treatments should be carefully selected and installed to complement the sustainable goals of the District.



STREETSCAPES

Principles: Safety	Safety is a key part of creating a pedestrian friendly environment. These Standards employ methods that separate pedestrians from vehicular traffic and reduce traffic speed. • *Provide on-street parking and landscaped bump-outs at intersections to buffer pedestrians from moving vehicles.* • *Add landscaping in sidewalks as a further buffer.* • *Provide wide medians in the middle of the street to provide a more intimate scale and reduce speed.*
Principles: Comfort and Visual Appeal	The structure and content of Coconut Creek MainStreet must be attractive in order to attract and retain shoppers and residents. • *Provide ample sidewalk space and comfortable seating.* • *Provide shade trees, which can moderate temperature both outdoors and indoors.* • *Maximize lake/water feature views by providing vistas.* • *Provide architectural detail in site amenities to increase interest, appearance, and richness of experience.*
Principles: Scale and Hierarchy	Defining a character for each street type allows visitors to be more aware of the function of the street. This improves way finding ability and creates a unique sense of place that will be remembered. • *Use dramatic treatment at entry streets to announce arrival.* • *Use pavers at crosswalks and on major streets to define important intersections.* • *Use smaller scale elements on residential streets to create a sense of intimacy.* • *Use different tree species for each street type.*
Principles: Environmental Responsibility	Site furnishings, plants, and hardscape treatments shall be carefully selected and installed to have the least possible impact on the environment. These same decisions can also often extend the life of a project. • *Use pervious pavers and extensive plant beds reduce stormwater runoff.* • *Use shade trees and light surfaces to increase the urban canopy and help to reduce heat islands.* • *Use xeriscaping principles to reduce water and fertilizer needs.*

STREETSCAPES

Requirements:

Benches	*Benches shall be comfortable to sit in. To discourage users from sleeping, benches longer than four (4') feet shall have central armrests. Metal benches shall be coated to protect users from heat. Recycled materials are preferred.*
Bike Lanes	*Where indicated , there shall be right of way dedicated exclusively to bicycle traffic. Unless otherwise noted, all bike lanes shall be four (4) feet wide.*
Bike Racks	*Bike racks shall be an integral component of the streetscape on commercial streets and shall be placed at regular intervals to provide convenient access to area residents and patrons. Placement of bike racks (including secured bikes) shall allow for safe storage maneuvering and minimum sidewalk clearances as specified under the requirements for each street type. Racks shall be aligned with other streetscape elements such as street furniture, landscaping, etc. Bike racks shall be securely anchored and shall allow for the bicycle frame and front wheel to be secured to the rack using a standard U-shape shackle lock.*
Buffers	*Where allowed, surface parking lots shall have a buffer consisting of hedges, trees, walls, fences, or a combination thereof. A living barrier shall be a minimum of 4 feet wide at its narrowest point and is a minimum of three feet above finished grade. It shall be continuously planted with a hedge or shrubs spaced a maximum of 30" apart. A nonliving buffer shall consist of a wall that is a minimum of three feet above finished grade. Regardless of type of buffer chosen one tree shall be planted every 35' or less.*
Bulb-outs	*All parallel parking spaces adjacent to an intersection shall be replaced with a curbed landscaped area of the same width, planted with shrubs and one tree. Unless otherwise noted, all trees shall be the same species for the length of the street.*
Continuous Trenches	*Continuous trenches are encouraged as a method of planting street trees that results in a look that is similar to standard methods but allows more room for tree root systems, resulting in longer life for the trees. They are composed of a trench approximately 30" deep and six (6) to eight (8) feet wide that runs continuously parallel to the curb. It is filled with structural soil and then covered with geotextile, a base course, and paving. Openings are left for trees and shrubs, which are planted at intervals within the trench.*

Reference *9.3: Stormwater Management*

STREETSCAPES

Emergency Vehicle Access	*The future street grid shall be coordinated with authorities having jurisdiction to ensure adequate emergency vehicle access.*
Parallel Parking	*Where indicated, parallel parking shall consist of parallel parking spaces 8' wide by 20'. Parallel parking shall be built with pavers.*
Pavers	*Pavers improve drainage and help reduce stormwater runoff. They are easy to replace when damaged, and provide easier access to utilities. They are decorative and shall be used to define space and the relative scale of varying street types. Pavers must be set on a porous surface and be placed with a joint of at least 1/8" between all pavers. Interlocking pavers without spacers are not permitted. Pavers must include at least 25% recycled content.*
Plant Beds	*Plant beds shall consist of a minimum depth of thirty (30) inches of soil and shall be planted with shrubs or ground cover such that coverage will be 100% within six (6) months of planting. Plant beds must have a minimum width of five feet six inches (5'6"). All plant material and planting specifications shall follow Coconut Creek Code of Ordinances. Underground utility lines shall be kept clear of plant beds.*
Porous Paving	*Porous paving reduces runoff and if installed atop a porous reservoir helps to filter pollutants from runoff. It can be used in parking lots, along canal type streets where there is little or no vehicular access. Porous paving consists of open-graded angular aggregate, approximately 3/8" in size, sorted to exclude fines and bound with an asphaltic, Portland cement, or epoxy binder and must be installed on top of a porous reservoir consisting of stone or gravel enclosed in filter fabric.*
Recycling	*Recycling receptacles for all materials that are collected by the contracted recycling company shall be provided adjacent to all trash receptacles. At a minimum, two materials shall be recycled. The style of all trash and recycling receptacles shall match.*
Structural Soil	*Structural Soil consists of a mix of crushed stone (3/4 to 2 inches in diameter) and clay loam which is sometimes amended with nutrients or binders. The stone provides the stability to install paving on top, but retains enough soil-filled spaces to allow for root penetration even when compacted. It is also called engineered soil. (CU-Structural Soil or similar.)*

STREETSCAPES

Travel Lanes

All vehicle travel lanes shall be eleven (11) feet wide.

Signage

Street Signage shall be aluminum or galvanized steel. The lettering shall be clear and easy to read and shall be reflective. Text and edges shall be extruded. U-channel sign posts shall not be used.

All street signs throughout the district shall be of a consistent style. The scale of the signage shall vary by street type to define hierarchy.

- *Decorative: 6" extruded reflective*
- *Large-Scale Decorative: 9" extruded reflective*

Lighting

Lighting shall meet and not exceed the recommended levels set by the Illuminating Engineering Society (IES.) No light shall be emitted above the horizontal (90 degrees). External signs, including advertising and building identification, shall be lit by fully shielded top mounted fixtures. Flags, statues, and other items requiring uplighting shall employ a narrow cone of light to minimize spill and glare. Lumens per watt shall be a minimum of 100 LPW.

All street lighting throughout the district shall be of a consistent style. The scale of the lighting shall vary by street type to define hierarchy and properly illuminate streets of different widths.

- *Banner: Cross arms for a banner or hanging basket shall be added to designated lighting type.*
- *Combination Lighting: Post top luminaire (street lighting) with two cross arms, one for a banner and one for a pendant light (pedestrian lighting). Shall not exceed twenty (20) feet in overall height.*
- *Pedestrian Lighting: Smaller-scale post top luminaire. Shall not exceed fifteen (15) feet in overall height*
- *Street Lighting: Larger-scale post top luminaire. Shall not exceed twenty (20) feet in overall height.*

STREETSCAPES

Proper Plant Selection

Proper plant selection can accomplish many goals, from reducing maintenance costs to attracting wildlife and creating a beautiful and enjoyable environment. All trees, palms, and site furnishings to be place no closer than 4' from face of curb.

Annuals: The use of annuals shall be discouraged. Annuals in general use far more water and require more care than established landscape plants. It is recommended that they be used in moderation and be reserved for entrances and other areas where their impact will be most appreciated.

Butterfly-Attracting Plants: Many attractive plants including Duranta repens, Callicarpa americana, Verbena tampensi, Hamelia patens, Passiflora multiflor, Echinacea and Salvia are used by butterflies as host plants and nectar plants. These plants shall be used wherever possible. Butterfly gardens that group these plants are encouraged in pocket parks, plazas, and linear parks. More information on planning gardens for butterflies can be found on the Coconut Creek website.

Invasive Plants: No plants on the Florida Exotic Pest Council (FLEPPC) Category I or Category II lists of invasive species shall be used.

Native Plants: Native plants offer many benefits over exotics. They flourish in Florida's harsh climate and often have fewer nutritional and watering needs when compared to exotics. They provide habitat for native wildlife and visually project an image that is uniquely Floridian. At least 50% of all species selected shall be native.

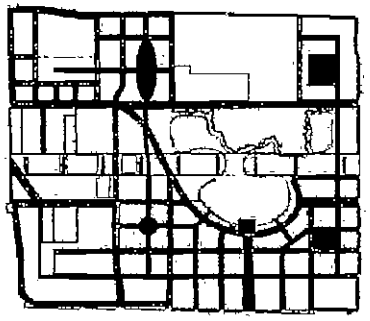
Water Use: Selecting plants with lower water use needs is encouraged. South Florida Water Management District (SFWMD) rates many native and non-native plants for water efficiency. At least 50% of the species selected shall be rated for medium or low water usage, with the exception of aquascaping plants. Additionally, at least 50% of the quantity of plants installed shall be rated for medium or low water usage by the SFWMD.

Reference

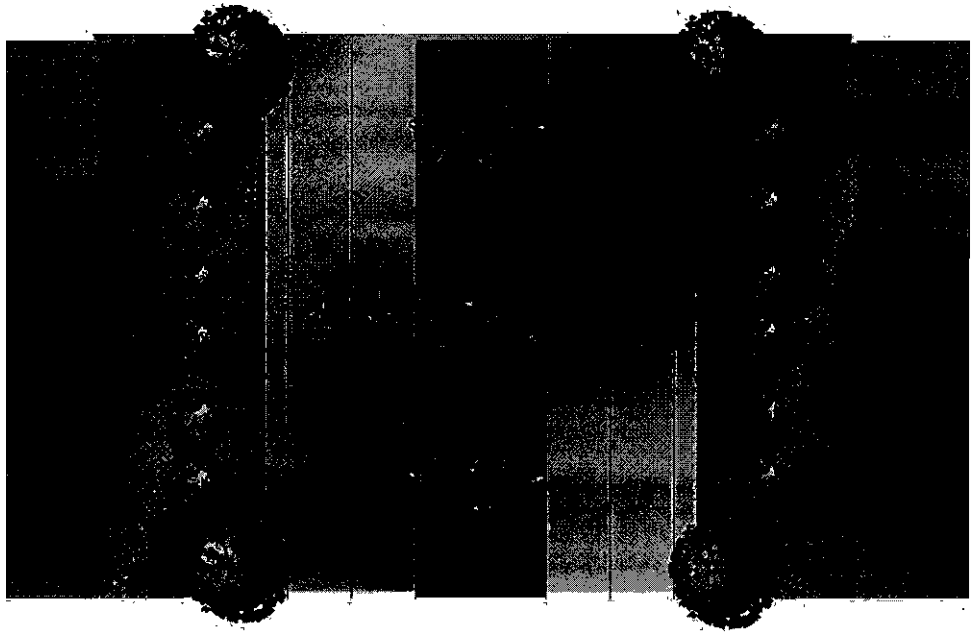
9.2: Recycling/Waste Management; 9.3: Stormwater Management

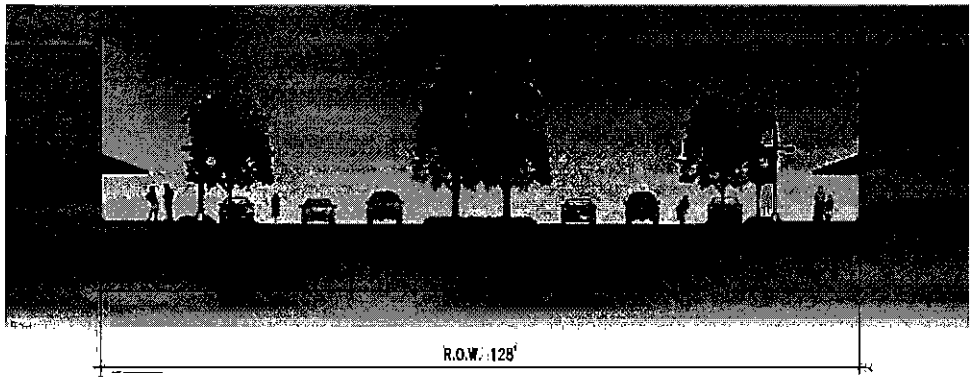
6.1
Street Type A
Sample Road Entrance
128' ROW

Street Type A is the primary entrance into Coconut Creek MainStreet and is an extension of primary MainStreet retail corridor. This street is designed to transition from the scale of Sample Road to the scale of the MainStreet development. The centerline of the street shall be located on the shared property lines of properties 02 and 03 (see Section 4.1). The wide landscaped sidewalks provide a comfortable and safe environment to encourage pedestrian activity. The street shall be placed to accentuate a clear view of the open space components and should terminate in a public plaza.



Type A Location Diagram





6.1 (cont.)

Requirements: Hardscape

TYPICAL DIMENSIONS:

ROW: 128'

Sidewalks: 2 @ 20'

Parallel Parking: 2 @ 8'

Bike Path: 2 @ 4'

Travel Lanes: 4 @ 11'

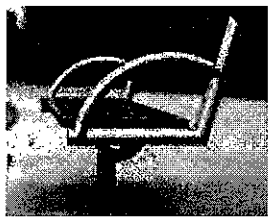
Median: 20'

- *Sidewalks: Sidewalks shall be twenty (20') feet wide including plant beds or continuous trench. Plant beds shall be located adjacent to the parallel parking. At a minimum, one five foot (5') by five foot (5') plant bed with at least one tree or palm shall be provided for each on-street parking space. Pedestrian access shall be provided from every parking space to the sidewalk with the use of a paver path. A ten (10') foot continuous width of sidewalk shall be maintained free of any obstructions, or any temporary or permanent structure.*
- *Parallel Parking: To be placed between the sidewalk and the bike lane on both sides of the road.*
- *Bike Lane: To be placed between the parallel parking and the travel lane on both sides of the road.*
- *Travel Lane: Four (4) travel lanes, two in either direction.*
- *Median: The median is twenty (20) feet wide.*
- *Pedestrian Crossing: Ten (10) feet wide paved band with concrete divider at major intersections.*
- *Pavers: Sidewalks, parallel parking, pedestrian crossings, and at intersections with street type B, C, or F.*

Requirements: Planting Locations

- *Shrub/ Groundcover: Coverage not to be less than 40% in all pervious areas.*
- *Palms: Large palms in medians no more than thirty (30) feet on center. In sidewalk plant beds, no more than thirty (30) feet on center.*
- *Shade Trees: At bulb outs.*
- *Accent Trees: In sidewalk plant beds, no more than thirty (30) feet on center.*

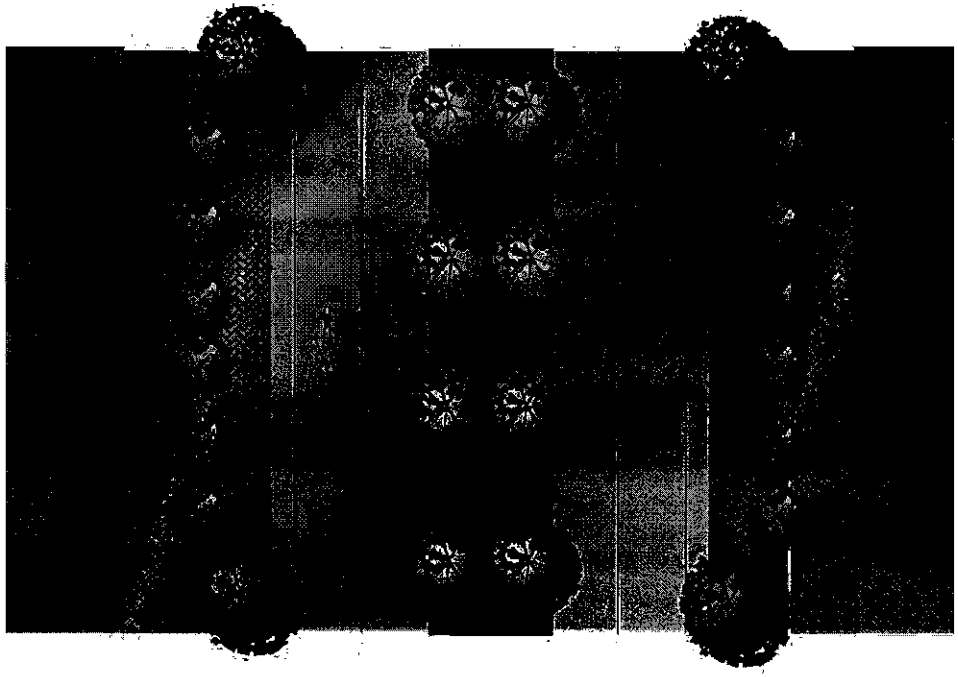
Requirements: Site Furniture

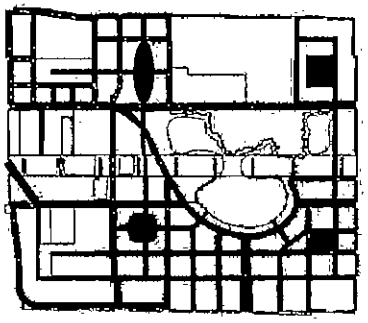


- *Benches: Along sidewalks, spaced no more than 300 feet apart, on each side of the street.*
- *Trash/Recycling: On each side of the street at every intersection.*
- *Newspaper Stand: Not to exceed one grouping in a unified dispenser on each side of the street every 500 feet.*
- *Lighting: Combination.*
- *Street Signage: Large scale decorative.*
- *Awnings: Awnings, hoods, canopies or marquees may not project over eight (8) feet into the right-of-way.*
- *Accents: Unique entry incorporating water feature and butterfly garden.*

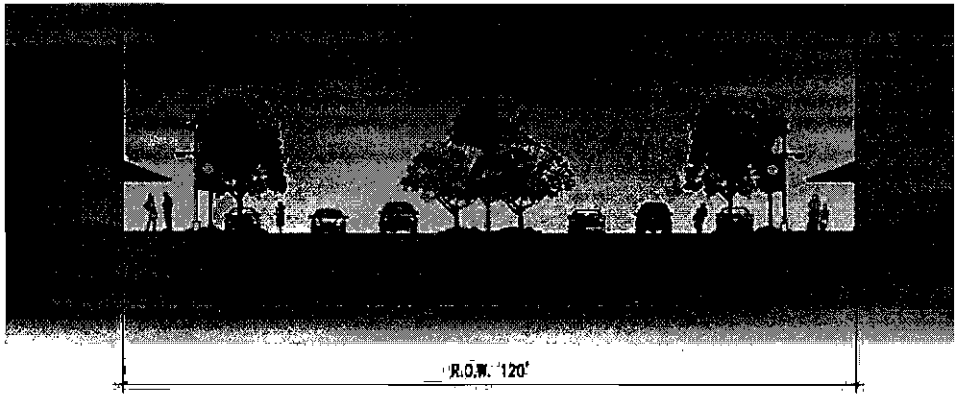
6.2
Street Type B
Lyons Road Entrance
120' ROW

Street Type B is the secondary entrance into Coconut Creek MainStreet and is an extension of the MainStreet (type C) retail corridor. This street is designed to transition form the scale of Lyons to the scale of the MainStreet development. The wide landscaped sidewalks and median provide a means to accomplish this goal and provide a comfortable and safe environment for pedestrians. The street shall be placed to accentuate a clear view of the open space components.





Type B Location Diagram



6.2 (cont.)

Requirements: Hardscape

TYPICAL DIMENSIONS:

ROW: 120'

Sidewalks: 2 @ 16'

Parallel Parking: 2 @ 8'

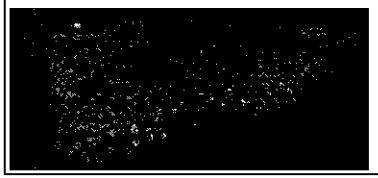
Bike Path: 2 @ 4'

Travel Lanes: 4 @ 11'

Median: 20'

- *Sidewalks: Sidewalks shall be sixteen (16') feet wide including plant beds or a continuous trench. Plant beds shall be located adjacent to the parallel parking. At a minimum, one five foot (5') by five foot (5') plant bed with at least one tree or palm shall be provided for each on-street parking space. Pedestrian access shall be provided from every parking space to the sidewalk with the use of a paver path. A minimum eight (8') foot continuous width of sidewalk shall be maintained free of any obstructions, or any temporary or permanent structure.*
- *Parallel Parking: To be placed between the sidewalk and the bike lane on both sides of the street.*
- *Bike Lane: To be placed between the parallel parking and the travel lane on both sides of the street.*
- *Travel Lane: Four (4) travel lanes, two in either direction.*
- *Median: The median is twenty (20') feet wide.*
- *Pedestrian Crossing: Ten (10') foot wide paved band with concrete divider at major intersections.*
- *Pavers: To be placed at sidewalks, parallel parking, pedestrian crossings, and at intersections with street type A, C, or F.*

Requirements: Planting Locations



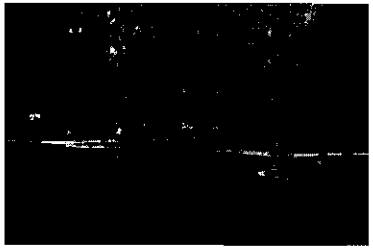
- *Shrub/ Groundcover: Coverage not to be less than forty percent (40%) in all pervious areas.*
- *Palms: In sidewalk plant beds, no more than twelve (12') feet on center. Adjacent to parallel parking spaces, no more than twenty (20') feet on center between parking spaces.*
- *Shade Trees: At bulb outs. In median no mare than thirty (30') feet on center.*
- *Accent Trees: Two (2) rows in median, no more than twenty-five (25') feet on center. In sidewalk plant beds, no more than twelve (12') feet on center. Adjacent to parallel parking spaces, no more than twenty (20') feet on center between parking spaces.*

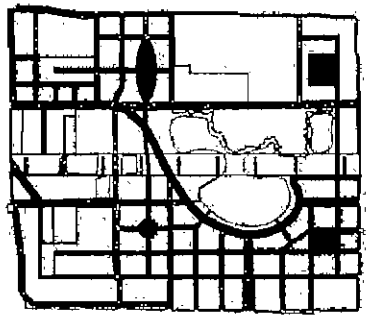
Requirements: Site Furniture

- *Benches: Along sidewalks, spaced no more than 300 feet apart on each side of the street, and in the median under shade trees.*
- *Trash/Recycling: One on each side of the major roadway at every intersection.*
- *Newspaper Stand: Not to exceed one grouping in a unified dispenser on each side of the street every 600 feet.*
- *Lighting: Combination.*
- *Street Signage: Large scale decorative.*
- *Awnings: Awnings, hoods, canopies or marquees may project a maximum of eight (8') feet into the right-of-way.*

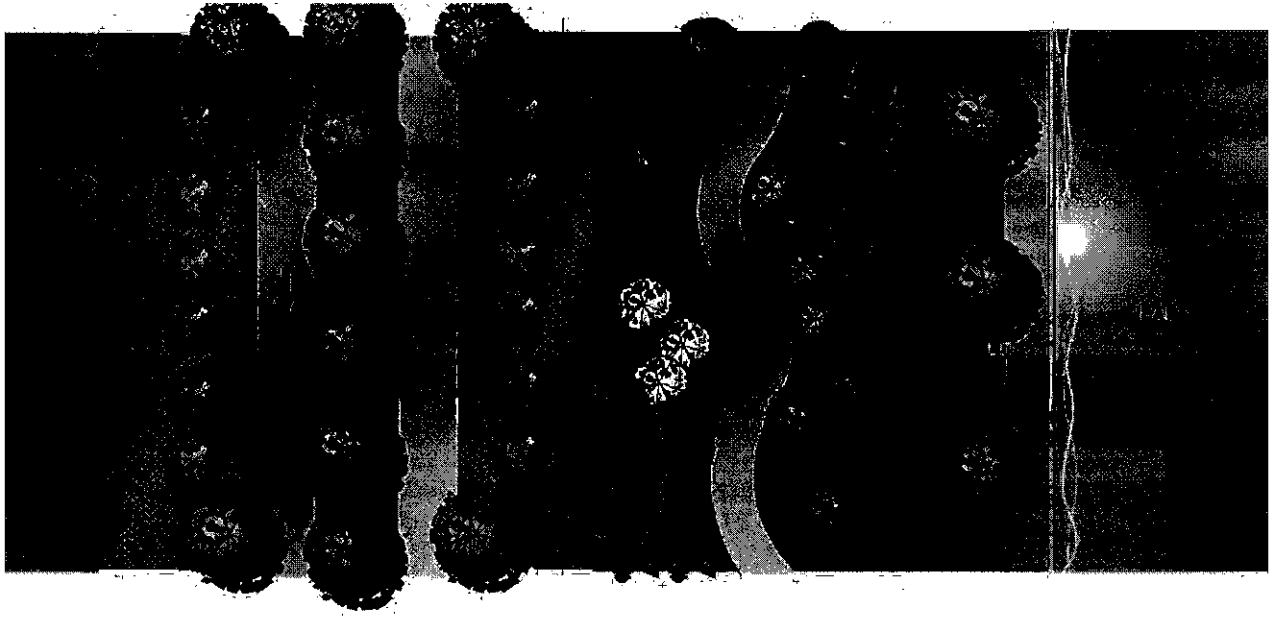
6.3 Street Type C MainStreet 170' ROW

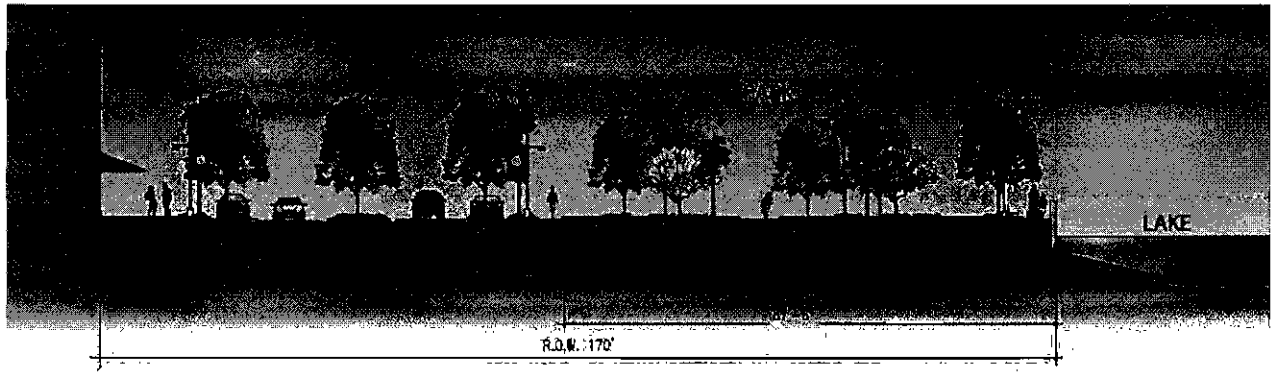
Street Type C is the primary east-west MainStreet retail corridor and provides for an integrated relationship between retail development and open space components through the incorporation of a pedestrian park, promenade/greenway, and lakefront. The streetscape is designed to maximize lake view, encourage active and passive recreational activities, and facilitate safe pedestrian movement between commercial and recreational uses.



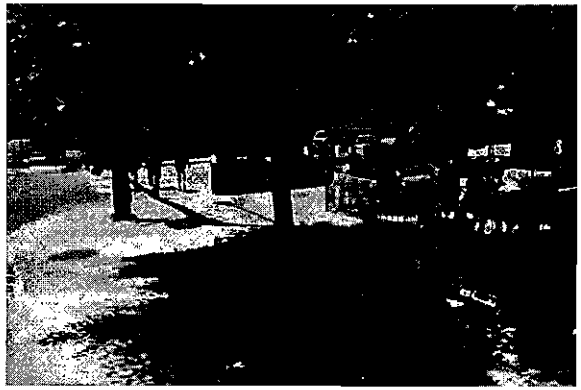


Type C Location Diagram





6.3 (cont.)



Requirements: Hardscape

TYPICAL DIMENSIONS:

ROW: 170'

Sidewalks: Commercial edge @ 20'
Lakeside edge @ 11'

Parallel Parking: 2 @ 8'

Bike Path: 1 @ 10'

Travel Lanes: 2 @ 11'

Median: 14'

Linear Park: 87'- 6"

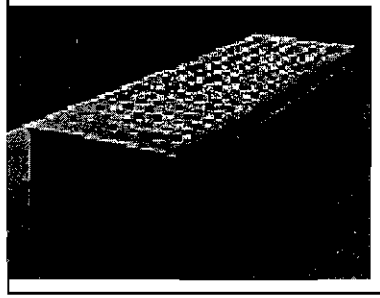
- *Sidewalks: Sidewalks on commercial side shall be twenty (20') feet wide including plant beds or a continuous trench. Plant beds shall be located adjacent to the parallel parking. At a minimum, one five foot (5') by five foot (5') plant bed with at least one tree or palm shall be provided for each on-street parking space. Pedestrian access shall be provided from every parking space to the sidewalk with the use of a paver path. A minimum eight (8') foot continuous width of sidewalk shall be maintained free of any obstructions, or any temporary or permanent structure.*
- *Parallel Parking: To be placed between the sidewalk and the bike lane on both sides of the road.*
- *Bike Lane: One ten (10') foot wide bike lane to be incorporated in park area.*
- *Travel Lane: Two (2) travel lanes, one (1) in either direction.*
- *Median: The median is fourteen (14') feet wide.*
- *Pedestrian Crossing: An eight (8') foot wide paved band with concrete divider at major intersections.*
- *Pavers: To be placed at sidewalks, parallel parking, pedestrian crossings, and at intersections with street type A, B, or F.*

Requirements: Planting Locations

- *Shrub/ Groundcover: Coverage not to be less than forty percent (40%) in all pervious areas.*
- *Palms: In sidewalk plant beds, no more than twelve (12') feet on center, in Park. Adjacent to parallel parking spaces, no more than twenty (20') feet on center between parking spaces.*
- *Shade Trees: At bulb outs, in median no more than twenty (20') feet on center, in Park.*
- *Accent Trees: In sidewalk plant beds, no more than twelve (12') feet on center, in Park.*

6.3 (cont.)

Requirements: Site Furniture



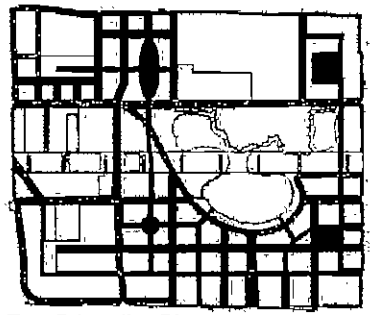
- *Benches: In Linear Park.*
- *Trash/Recycling Receptacles: One on each side of the major roadway at every intersection.*
- *Newspaper Stand: Not to exceed one grouping in a unified dispenser on each side of the street every 600 feet.*
- *Lighting: Combination on commercial side of road, Street/Banner on park side of road. Pedestrian at lakefront.*
- *Street Signage: Large scale decorative.*
- *Awnings: Awnings, hoods, canopies or marquees may project a maximum of eight (8') feet into the right-of-way.*
- *Accents: Raised planters between plant beds, bollards at intersections on Lakeside of the road.*

Requirements: Linear Park

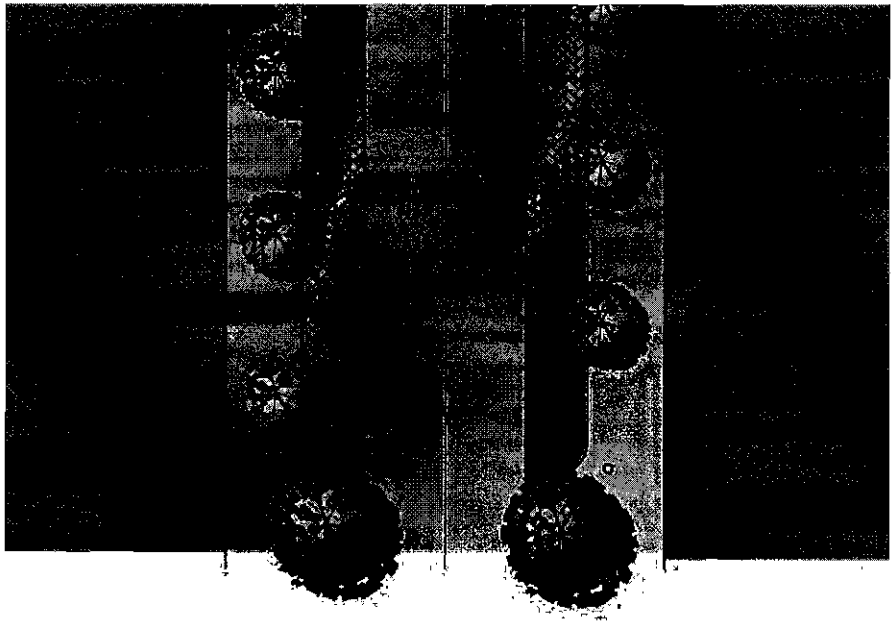
- *Benches: Spaced no more than 100 feet apart. Shall be placed near shade trees and have a view of the water.*
- *Trash/Recycling Receptacles: Along the pathways no more than 300 feet apart.*
- *Lighting: Pathway to be lit with Pedestrian lighting and lighted bollards as appropriate.*
- *Accents: A minimum of one 3,500 square foot area per 900 linear feet to be designated as a butterfly garden.*
- *Shrub/ Groundcover: A minimum of thirty percent (30%) coverage.*
- *Palms: As desired.*
- *Shade Trees: A minimum of one per 700 square feet (SF).*
- *Accent Trees: As desired.*
- *Sidewalks: Paved sidewalk to run adjacent to the lake, minimum width of eight (8') feet in width. Shall be pavers or porous concrete.*
- *Bike Lane: One ten (10') foot wide bike lane to be incorporated in park area. Shall be pavers or porous paving.*

6.4 Street Type D Residential 60' ROW

Street Type D is residential and is intended for use primarily by the local population. The scale of the street furnishings are smaller and more intimate than on commercial streets. Shade trees create a neighborhood feel and help conserve energy in nearby buildings.



Type D Location Diagram



6.4 (cont.)
Street Type D
Residential
60' ROW

Requirements: Hardscape

TYPICAL DIMENSIONS:

ROW: 60'

Sidewalks: 2 @ 11'

Parallel Parking: 2 @ 8'

Travel Lanes: 2 @ 11'

- *Sidewalks: Sidewalks shall be eleven (11') feet wide including plant beds or a continuous trench. Plant beds shall be located adjacent to the parallel parking. At a minimum, one five foot (5') by five foot (5') plant bed with at least one tree or palm shall be provided for each on-street parking space. Pedestrian access shall be provided from every parking space to the sidewalk with the use of a paver path. A minimum five (5') foot continuous width of sidewalk shall be maintained free of any obstructions, or any temporary or permanent structure.*
- *Parallel Parking: To be placed between the sidewalk and the travel lane on both sides of the street.*
- *Travel Lane: Two (2) travel lanes, one (1) in either direction.*
- *Pedestrian Crossing: Six (6') foot wide paved band with concrete divider at major intersections.*
- *Pavers: To be placed at parallel parking and pedestrian crossings.*

Requirements: Planting Locations

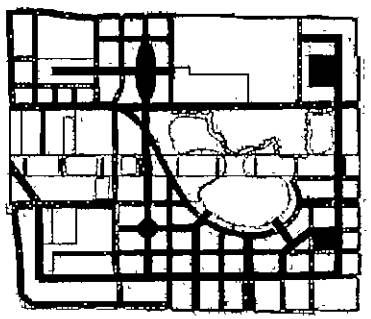
- *Shrub/ Groundcover: Coverage not to be less than forty percent (40%) in all pervious areas.*
- *Shade Trees: At bulb outs.*
- *Accent Trees: In sidewalk plant beds, no more than twelve (12') feet on center. Adjacent to parallel parking spaces, no more than twenty (20') feet on center between parking spaces.*

Requirement: Site Furniture

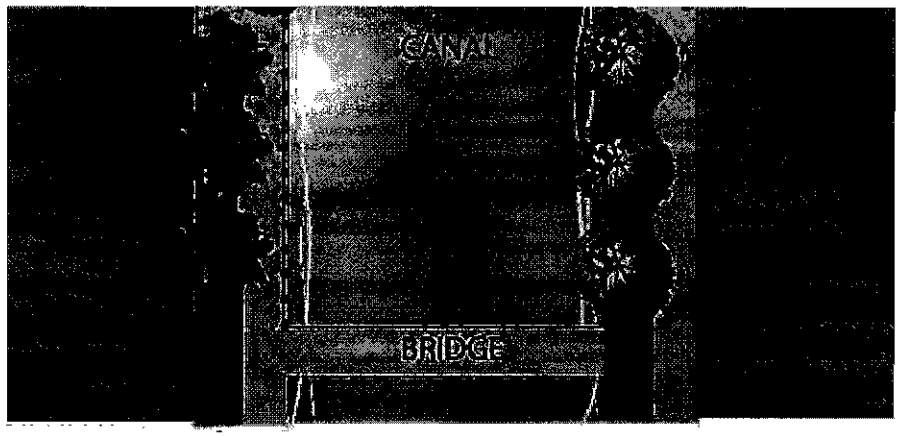
- *Lighting: Pedestrian.*
- *Street Signage: Decorative.*

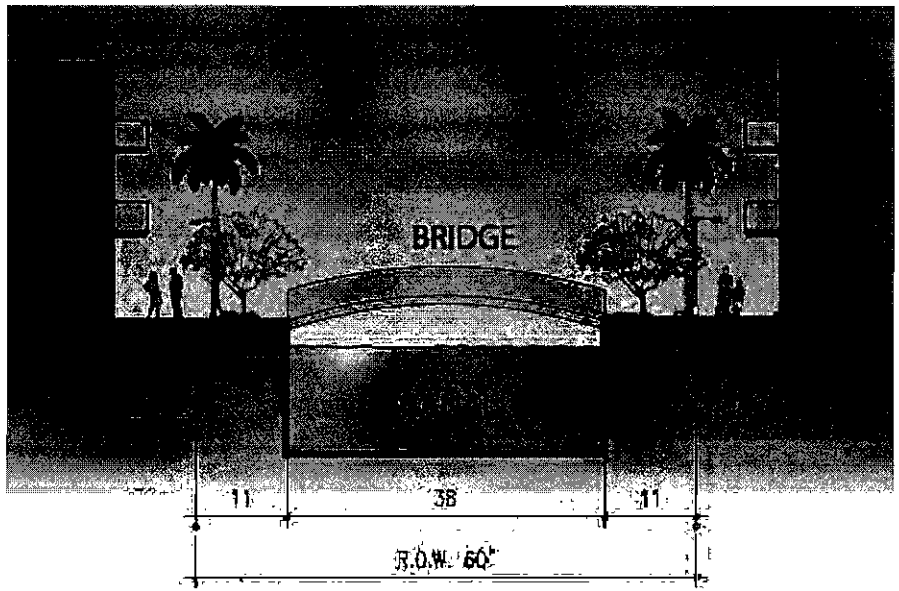
6.5 Street Type E Residential Canal 60' ROW

Street Type E includes canals that front housing units. It is designed for pedestrian and bicycle use. Selection of plant material should be of a smaller scale and incorporate flowering plants because of the intimate nature of this street type. This presents an excellent opportunity to use butterfly-attracting plants.



Type E Location Diagram





6.5 (cont.)
Street Type E
Residential Canal
60' ROW

Requirement: Hardscape

TYPICAL DIMENSIONS:

ROW: 60'

Sidewalks: 2 @ 11'

Canal: 38'

- *Sidewalks: Sidewalks shall be eleven (11') feet wide including plant beds or a continuous trench. Plant beds shall be alternately placed adjacent to the canal and adjacent to the right of way line to create a pleasing rhythm. A minimum five (5') foot continuous width of sidewalk shall be maintained free of any obstructions, or any temporary or permanent structure.*
- *Bike Lane: Shall be incorporated into the sidewalk.*
- *Median: Canal.*
- *Pedestrian Crossing: Pedestrian bridges shall be provided at mid-block.*
- *Pavers: To be placed at walkways, bridges.*

Requirement: Landscape

- *Shrub/ Groundcover: Coverage not to be less than forty percent (40%) in all pervious areas.*
- *Palms: In sidewalk plant beds, no more than twelve (12') feet on center.*
- *Accent Trees: In sidewalk plant beds, no more than twelve (12') feet on center.*

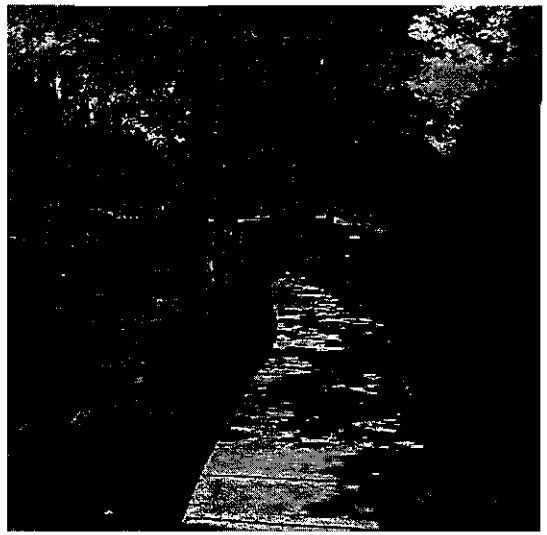
Requirement: Site Furniture

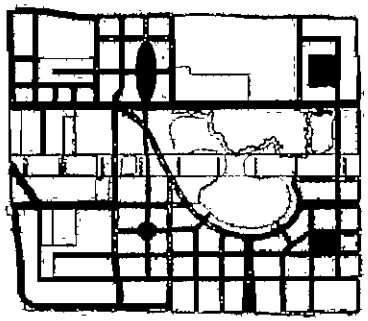
- *Benches: Along sidewalks every 300 feet.*
- *Lighting: Pedestrian.*
- *Street Signage: Decorative.*
- *Accents: Decorative railings shall be provided along canal edge and pedestrian bridges. Handrails, railings, grab bars, fasteners, and mounting devices shall conform to ADA Accessibility Guidelines (ADAAG) as maintained by the U.S. Department of Justice and U.S. Department of Transportation.*

6.6
Street Type F
Cullum Road
60' ROW

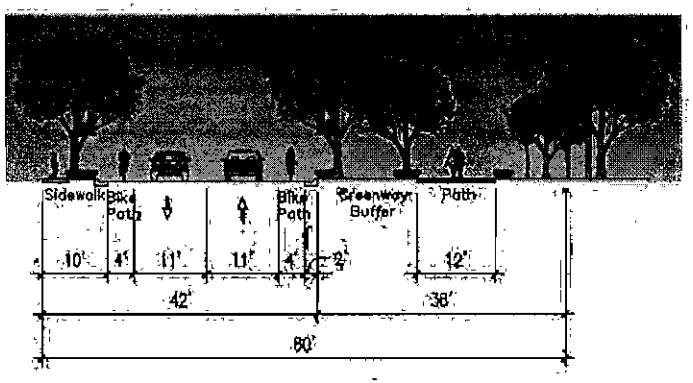
Street Type F is potentially a connector between Lyons Road and 441, and as such will need traffic calming. Banners are used to announce entry into the MainStreet community. Good cross connections are essential, so pedestrian crossings are being emphasized with decorative pavers. The wide pathway in the buffer section shall be connected to the path in the linear park, creating a trail around the lake.

This street runs directly adjacent to a Cypress dome, an important native community that acts as a reservoir that recharges the aquifer when adjacent water tables drop. Because exotic vegetation can quickly invade and destroy this resource, it is especially important to use only appropriate plant materials in all areas that abut the dome.

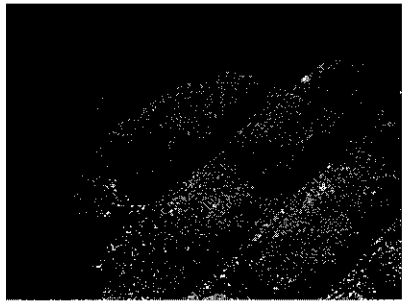




Type F Location Diagram



6.6 (cont.)



Requirement: Hardscape

TYPICAL DIMENSIONS:

ROW: 80'

Sidewalk: 10'

Bike Path: 2 @ 4'

Travel Lanes: 2 @ 11'

Greenway: 38'

- *Sidewalks: Sidewalks shall be ten (10') feet wide including plant beds or a continuous trench. Continuous plant beds shall be located adjacent to the bike lanes on both sides of the street. A minimum five (5') foot continuous width of sidewalk shall be maintained free of any obstructions, or any temporary or permanent structure.*
- *Bike Lane: To be placed between the curb and the travel lane on both sides of the street.*
- *Travel Lane: Two (2) travel lanes, one in either direction.*
- *Additional Lanes: If required, based on a traffic study, two additional 11' lanes may be provided within the right of way identified as greenway.*
- *Pedestrian Crossing: Ten (10') foot wide paved band with concrete divider at major intersections.*
- *Pavers: To be placed at sidewalks, pedestrian crossings, and at intersections with street type A, B, or C.*

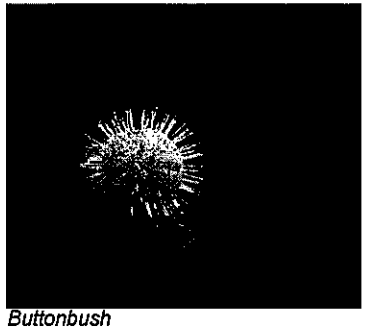
Requirement: Landscape

- *Shrub/ Groundcover: Coverage not to be less than forty percent (20%) in all pervious areas.*
- *Palms: In sidewalk plant beds, no more than twelve (12') feet on center.*
- *Shade Trees: In sidewalk plant beds, no more than thirty (30') feet on center.*
- *Accent Trees: In sidewalk plant beds, no more than twelve (12') feet on center.*

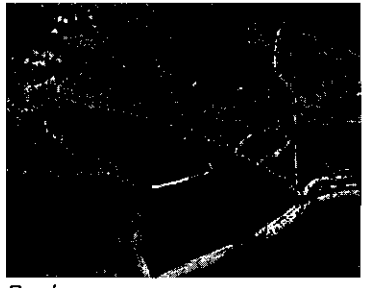
Requirement: Site Furniture

- *Benches: In Greenway.*
- *Trash/Recycling Receptacles: One on each side of the street at every intersection.*
- *Newspaper Stand: Not to exceed one grouping in a unified dispenser on each side of the street every 600 feet.*
- *Lighting: Combination.*
- *Street Signage: Large scale decorative.*
- *Accents: Wetland buffer/ nature trail.*

Requirements: Greenway


Buttonbush

String lily


Pond cypress

- *Benches: Spaced no more than 300 feet apart.*
- *Trash/Recycling: One on each side of the street at every intersection and every 300'.*
- *Lighting: Pathway to be lit with Pedestrian lighting and lighted bollards as appropriate.*
- *Shrub/ Groundcover: A minimum of fifty percent (50%) coverage. One hundred percent (100%) shall be native and of the following approved species:*
  - *Acrostichum danaeifolium: Leather fern*
  - *Callicarpa Americana: Beauty Berry*
  - *Cephalanthus occidentalis: Buttonbush*
  - *Cordia globosa, Bloodberry*
  - *Crinum americanum: String lily*
  - *Eragrostis spectabilis, Purple Love Grass*
  - *Eugenia confusa, Redberry Stopper*
  - *Eugenia foetida, Spanish Stopper*
  - *Eugenia rhombea, Red Stopper*
  - *Forestiera segregata, Florida Privet*
  - *Hamelia patens: Firebush*
  - *Ilex glabra: Gallberry Holly*
  - *Lyonia lucida: Fetterbush*
  - *Muhlenbergia capillaris, Muhly Grass*
  - *Myrcianthes fragrans, Simpson Stopper*
  - *Myrica cerifera: Wax myrtle*
  - *Myrsine gulanensis: Myrsine*
  - *Osmunda regalis var. spectabilis: Royal fern*
  - *Passiflora incarnata, Maypop*
  - *Passiflora subarosa, Corkystem*
  - *Peltandra virginica: Arrow arum*
  - *Polypodium phyllitidis: Strap fern*
  - *Psychotria nervosa: Wild Coffee*
  - *Salix caroliniana: Coastal plain willow*
  - *Spartina bakeri, Sand Cordgrass*
  - *Stachytarpheta jamaicensis, Blue Porterweed*
  - *Tripsacum dactyloides: Fakahatchee grass*
  - *Tripsacum floridanum, Dwarf Fakahatchee*
  - *Zamia pumila: Coontie*
- *Palms: One hundred percent (100%) shall be native of the following approved species:*
  - *Acoelorrhaphe wrightii, Paurotis palm*
  - *Roystonea elata: Royal Palm*
  - *Sabal palmetto: Sabal (Cabbage) Palm*
  - *Thrinax radiate: Florida Thatch Palm*

6.6 (cont.)

Requirements: Greenway

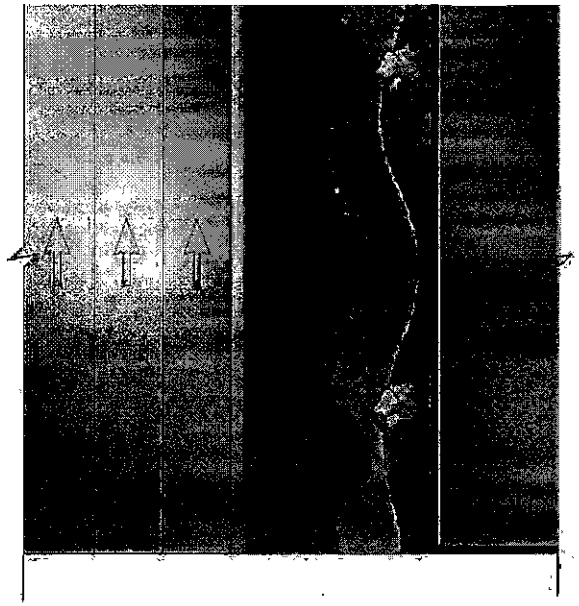
- *Accent Trees: A minimum of one per 700 square feet. One hundred percent (100%) shall be native and of the following approved species:*
  - *Annona glabra: Pond Apple*
  - *Capparis cynophallophora: Jamaica caper*
  - *Cordia sebestena: Geiger tree*
  - *Eugenia axillaries: White stopper*
  - *Eugenia confuse: Redberry stopper*
  - *Eugenia foetida: Spanish stopper*
  - *Eugenia rhombea: Red stopper*
  - *Guaiacum sanctum, Lignum vitae*
  - *Guapira discolor: Blolly*
  - *Ilex attenuata, East Palatka Holly*
  - *Ilex cassine, Dahoon Holly*
  - *Magnolia virginiana, Sweet Bay Magnolia*
  - *Persea borbonia: Redbay*

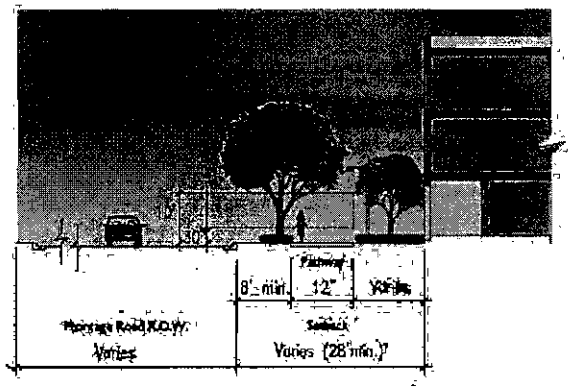
- *Shade Trees: A minimum of one per 700 square feet (SF.) One hundred percent (100%) shall be native and of the following species:*
  - *Acer rubrum: Southern Red Maple*
  - *Annona glabra: Pond Apple*
  - *Bursera simaruba: Gumbo Limbo*
  - *Chrysophyllum oliviforme: Satin Leaf*
  - *Coccoloba diversifolia: Pigeon Plum*
  - *Coccoloba uvifera: Seagrape*
  - *Cordia sebestena: Geiger Tree*
  - *Fraxinus caroliniana: Pop Ash*
  - *Pinus elliottii: Slash Pine*
  - *Quercus virginiana: Live Oak*
  - *Simarouba glauca: Paradise Tree*
  - *Swietenia mahagoni: Mahogany*
  - *Taxodium ascendens: Pond cypress*
  - *Taxodium distichum: Bald cypress*

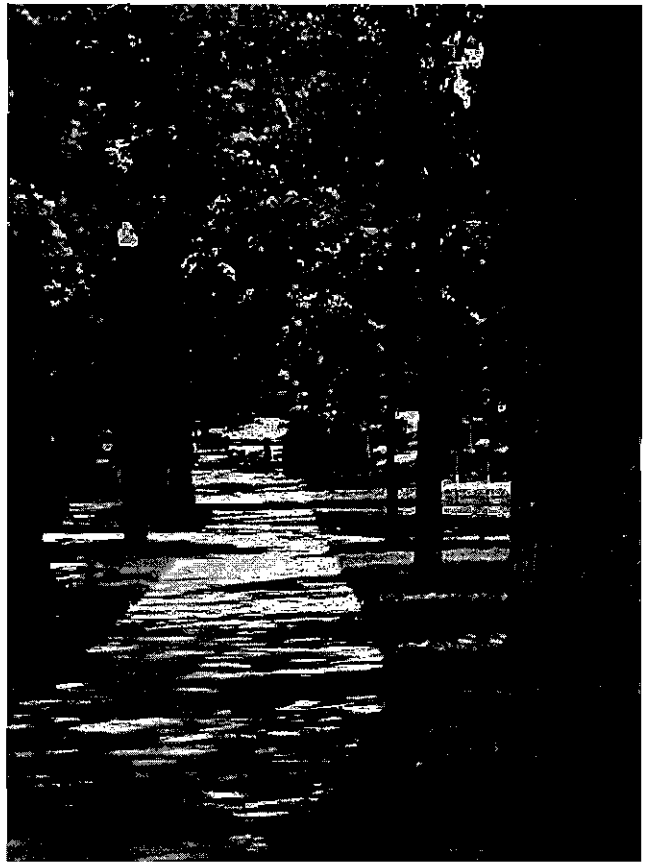
- *Multi-use Path: Path inside Greenway, ten (10') feet in width. Material shall match Linear Park path in Street Type C.*

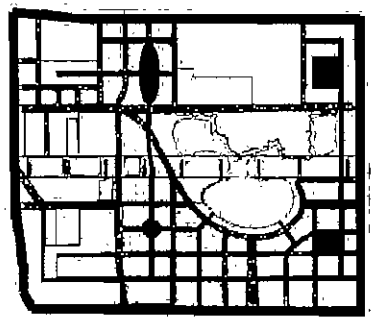
6.7 Frontage Road (Perimeter) Greenway

The frontage road greenway is intended to provide pedestrians and cyclists a comfortable area for movement along the major roadways that surround the MainStreet District. New developments that abut the right of way of Sample Road, Lyons Road, Wiles Road or State Road 7 should provide the greenway within the building setback requirements provided in section 8.2. The greenway should provide ample shade and a comfortable distance from the heavy traffic volumes that these roadways carry.



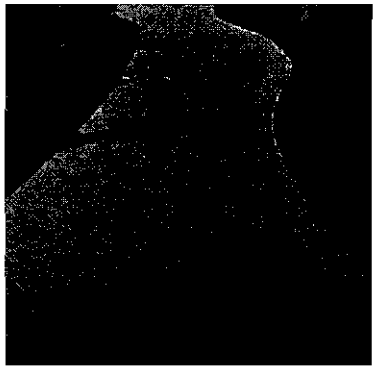




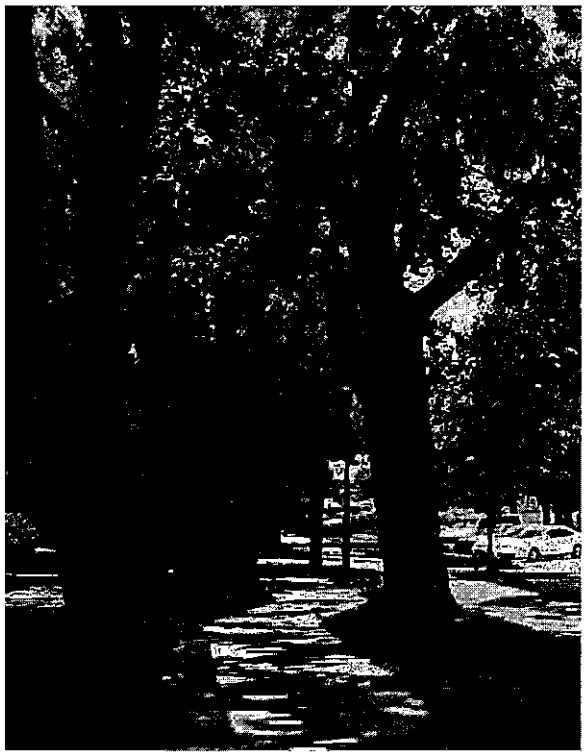


Greenway Location Diagram

6.7 (cont.)
Frontage Road
(Perimeter) Greenway



Pathway Material



Requirements:

TYPICAL DIMENSIONS:

Total Greenway: 28'

Minimum Pathway: 12'

Minimum Separation Between Trail and Frontage Road: 8'

- *Pathway: Provide minimum of twelve (12') feet in width. Pathway shall be concrete with use of pavers. Pavers shall be light colored/high-albedo with a Solar Reflectance Index (SRI)[2] of at least 29.*
- *Vertical Clearance: Ten (10') feet of vertical clearance shall be maintained between Pathway and Frontage Roads. This is to provide adequate overhead clearance for cyclists and as a safety measure for visibility.*
- *Lighting: Pathway shall be lit with Pedestrian lighting as necessary and appropriate.*
- *Shrub/Groundcover: Coverage not to be less than 40% in all pervious areas. Height of shrubs shall not exceed 30" between Pathway and Frontage Roadway to maintain clear visibility for safety.*
- *Palms: To be used in addition to shade and accent tree requirements, but not as a replacement.*
- *Shade Trees: No more than thirty (30') feet on center between Pathway and Frontage Roadway.*
- *Accent Trees: A minimum of one per 700 square feet of pervious area shall be provided.*

PLAZAS AND OPEN SPACE 7

7.1 Plazas

MainStreet plazas should be designed with public use as a priority. Plazas can be designed at a number of scales from small intimate spaces to larger spaces capable of supporting outdoor performances. Plazas should not be designed in isolation, but should be integral to other activities within MainStreet. Care should be taken to create a synergy of uses that will ensure greater public use and enjoyment of the plaza. Development bonuses are provided to encourage the development of plazas and open space and are defined in Buildings, Section 8.

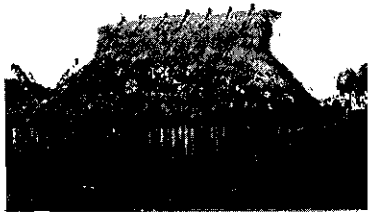
Given the climate of South Florida, plazas need special attention to make them habitable during the summer months. Open spaces should be located to receive and encourage south east breezes and shade should be provided by vegetation, canopies, and fixtures such as trellises. Water features can be used as a cooling element.

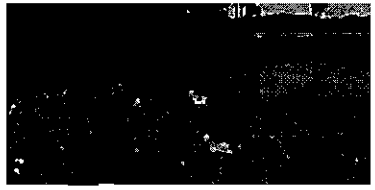
The design of outdoor plazas should consider how they will be used by people. The layout of a plaza should respond to pedestrian circulation patterns within the MainStreet Development. Plazas should be developed at the congruence of major open spaces and pedestrian corridors and should help connect these areas to commercial development. The layout of plazas should enhance views and serve as a threshold to MainStreet's open space components.

Requirements

- ***Provide easy access to plazas by creating clear paths and well marked crosswalks.***
- ***Provide a variety of seating and viewing opportunities.***
- ***Encourage programmed uses in plazas such as places for outdoor performances and vendors.***
- ***Provide shade through the use of native landscaping. Landscaping shall cover at least 30% of the plaza to aide in the reduction of heat islands.***
- ***Where appropriate, provide butterfly attracting gardens as described in Streetscapes, Section 6.***
- ***Design plazas to take advantage of breezes and incorporate water features both for cooling and visual interest.***
- ***Provide 1 linear foot of seating for each perimeter linear foot of the plaza. 50% of this seating may be provided through the use of retaining walls, planter edges, steps and other similar items.***
- ***Movable chairs should be considered to add flexibility and encourage group use.***
- ***Incorporate a large percentage of pervious materials to reduce stormwater runoff.***
- ***Include public art in the plaza.***

7.2 Open Space





Water elements and greenspace should be incorporated as a component of a holistic Sustainable Urban Drainage System (SUDS). SUDS is an integrated approach to drainage composed of several components aimed at achieving the goal of improving the quality and quantity of surface runoff from development sites. The system includes green roofs, infiltration trenches, dry basins, wet detention ponds, filter strips, swales and porous paving. The intent of this system is to use the natural processes of sedimentation, filtration and biological action to clean up and control rainwater runoff. They trap particles washed off roads and roofs in rainwater, and the increased retention time allows for the natural degradation of pollutants. They have the added benefit of slowing down the runoff process following storms and thus help to reduce the risk of flooding and recharge the groundwater. In addition, the ponds, wetlands and ditches which form the SUDS can provide important habitat and amenity value for the local community.

Organization of the open space within the District should take advantage of the existing cypress wetlands as an environmental asset and educational opportunity and in turn, should provide an important buffer for the wetland from the core of the MainStreet Development.

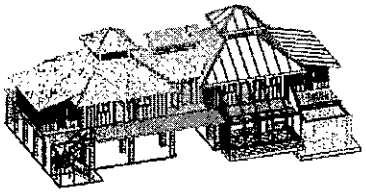
Aside from the Linear Park and the Wetland Buffer provided in the streetscape sections, the remainder of greenspace should only incorporate native vegetation as provided in section 6.6. This will not only provide users an appreciation for native Florida landscape, but will protect the existing wetland as well. In addition, it is encouraged that the FPL easement be utilized to create habitat that will support the existing wetlands and to also introduce new wetlands as a component of a sustainable stormwater system.

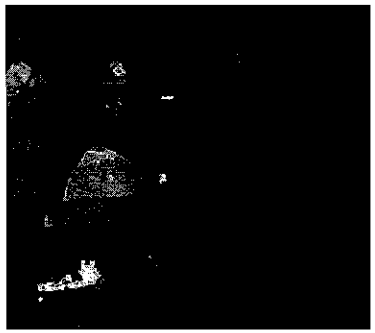
Requirements

- ***Incorporate open space components as an integral component of SUDS.***
- ***Utilize open space components to buffer the existing wetlands. Use native landscape as provided in section 6.6.***

Reference ***6: Streetscapes; 5.2.3 Water Features and Canals; 9.3: Stormwater Management***

BUILDINGS





The design of buildings plays a major role in defining the character of a place. When properly executed, buildings can establish a unique character that stems from not only the treatment of building facades, but also from the orientation and placement of buildings within their surroundings and an architectural response to the time in which they were built. Other than places like Miami Beach and Key West, South Florida has struggled with its architectural identity, choosing largely to revert to poorly executed Spanish and Mediterranean prototypes. One needs only to compare the climatic factors of South Florida and Mediterranean regions to realize that perhaps this is has been a poor choice.

In recent years there has been a nationwide propensity for new town-center developments to take on an overall themed aesthetic, borrowing architectural "styles" with hopes of achieving a sense of place and instead, producing building caricatures rather than quality buildings and surrounding environments. While it is not the intent of the Standards to mandate any particular architectural style, it is the intent that buildings should respond to local climatic conditions; should reinforce and enhance the District open spaces; and should contribute to vibrant urban streetscapes; all of which reinforce the theme of the MainStreet District...sustainability. Buildings that are characterized by light colored materials and shading devices (large roof overhangs, arcades, verandahs, light shelves, screens, shutters and landscaping) to reduce heat gain; and interior courtyards, breezeways, high ceilings and water elements to create a cooling effect, will contribute to the holistic creation of an authentic District "style" and "sense of place".

Bruno Stagno,
An Architect in the Tropics

Founding Director, Institute for Tropical Architecture

"...I realized that a correct interpretation of latitude, and more specifically of the tropical latitude, not only gave expression to the architectural language but also assured its coherent adaptation to the environment. What interested me in this language was the syllables, more than any precise words, sentences or paragraphs, for it is precisely in the syllables where the expression of latitude resides... It is precisely these syllables that integrate architecture into the context of its locality."

BUILDINGS

The way in which buildings interface with the street is possibly the most important element of creating effective public street space. It is within this space that much activity of the urban environment occurs. In general, buildings should be built to the street, especially along major retail corridors. This will provide a consistent public space where individual buildings acknowledge the civic importance of the street. Large gaps along the street edge are discouraged as they will act much like a vacant lot and create areas of low activity and discontinuity in the pedestrian experience.

Furthermore, the Standards acknowledge that the MainStreet development may occur in large phases where many of the buildings are designed and constructed within the same time frame. This type of development sometimes produces a large quantity of buildings that generally have little discernible scale and character from one another and as a result, the overall development suffers from lack of variety and interest. For this reason, buildings within the district are encouraged to have a variety of heights, scale and architectural character. Designers should incorporate elements that provide a scale and level of detail at the street level that is appropriate to the pedestrian. Different interior uses should be clearly articulated through changes in the plane of the facade, materials and/or architectural details.

As previously stated, the Standards do not mandate architectural style, but instead provide general parameters for the location of buildings and uses; the incorporation of passive solar devices; articulation and scale; and quality of materials. The intent is that the combination of these qualities will provide for the development of an overall character that represents the uniqueness of Coconut Creek and our sub-tropical climate, and thereby creating a sense of place and community.

Principles

VERNACULAR:
Belonging to the country of one's birth; one's own by birth or nature; native; indigenous.

- ***Provide building passive cooling measures that respond to the South Florida climate.***
- ***Build to and respond to the street and its activities.***
- ***Provide pedestrian oriented uses at the street level. Parking shall be located behind buildings.***
- ***Provide buildings with quality materials and unique character.***
- ***Provide variety in building heights.***
- ***Screen parking garages and service areas.***

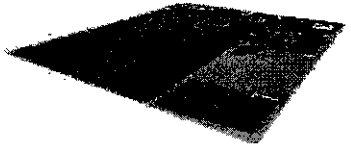
Reference *2: Intent*

8.1 Uses, Densities and Height

MainStreet District

MS-C Sub-District

MS-R Sub-District



MS-P Sub-District

MS-T Sub-District

Building uses, densities and height are regulated within these Standards. As provided in the Development Organization section of the Standards, a large portion of the District will be dedicated to open space, water elements, and roadway infrastructure. The developable portion of the District (approximately 130 acres in the initial phases and 78 acres in the final phases) is intended to average no more than 20 residential units per acre (approximately 2600 initial phase residential units and an additional 1,100 units in the final phases). In order to achieve this, densities vary among Sub-Districts, with some being lower and some being higher than the overall average.

For the purposes of building densities and height, the initial phase of the MainStreet District is organized into three primary Sub-Districts:

- MainStreet Mixed-Use Commercial (MS-C): A mixed-use district focusing on commercial development and allowing for greater overall density.
- MainStreet Mixed-Use Residential (MS-R): A mixed-use district focusing on residential, civic and cultural uses.
- MainStreet Mixed-Use Perimeter (MS-P): A mixed-use district focusing on commercial and office development and allowing for site development typologies that account for the existing character of surrounding roadways.

Additionally, the MainStreet Mixed-Use Transit (MS-T) is a fourth Sub-District covering areas adjacent State Road 7. This Sub-District anticipates that this roadway may one day be developed into a rapid transit corridor. As opposed to the other Sub-Districts which are primarily composed of undeveloped land, the majority of the properties within the MS-T Sub-District have already been developed with successful commercial uses. Therefore, the Sub-District anticipates the final phases of the MainStreet Development and provides general standards and incentives for future redevelopment with an orientation towards transit. The Sub-District should not impact existing uses unless they choose to redevelop.

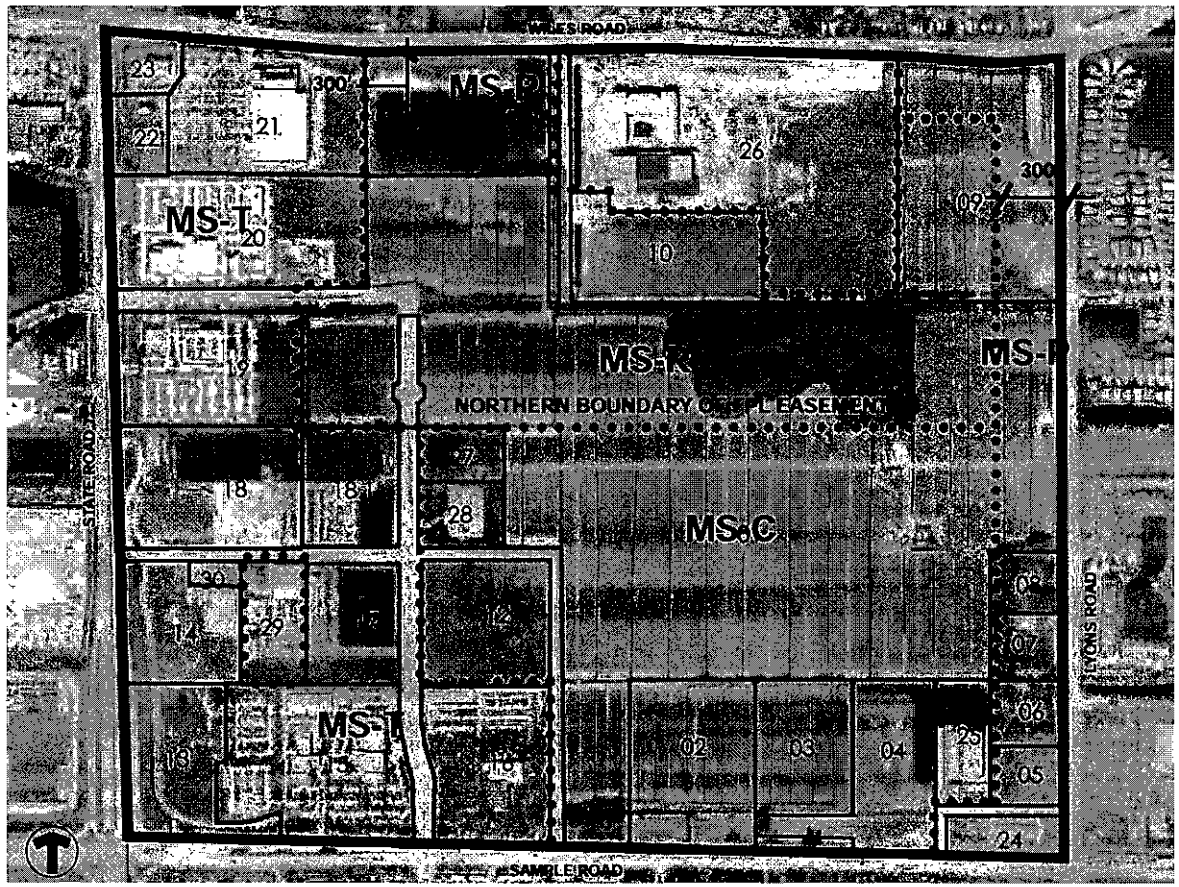
8.1 (cont.) Uses, Densities and Height

LEGEND:

- *Exisitng Properties/Plats*
- *MainStreet District*
- *MainStreet Sub-Districts*

Each of the Sub-Districts are similar in that they encourage the compact development of mixed-uses. They differ primarily in allowable densities and building height. Additionally, each Sub-District encourages a mix of uses that are more appropriate given the location of the Sub-District.

Effort has been made to align Sub-District boundaries with existing properties/plats. However, there are instances where this was not reasonable. In some cases, Sub-District boundaries do not coincide with current property lines within the District, but coincide with the development organization contemplated within the conceptual scheme. In the case where a single property exists within two or more Sub-Districts, the property area within the Sub-District boundary shall be the basis for calculating allowable development intensity (floor area ratio and density).

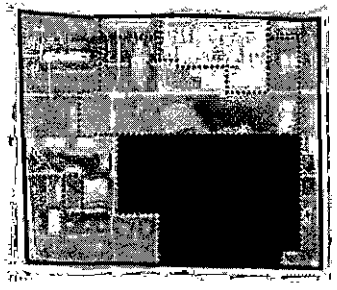


Sub-District Boundaries

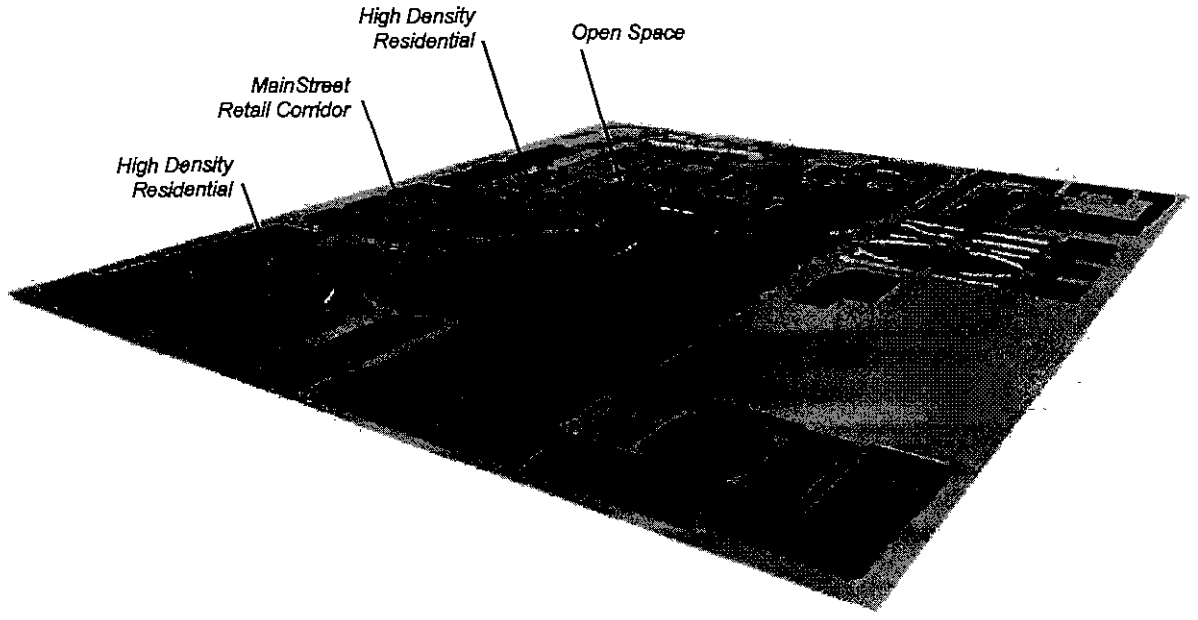
8.1.1 Sub-District MS-C

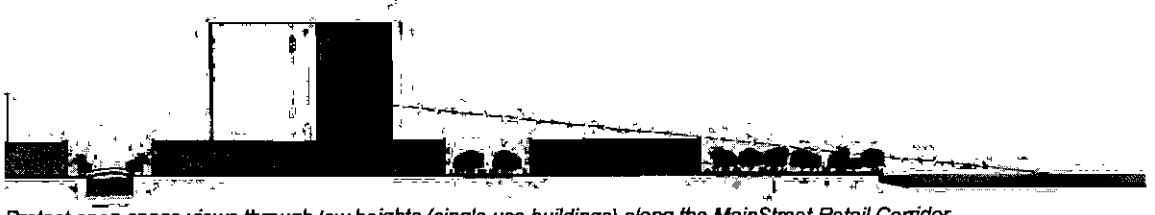
The MS-C Sub-District focuses on commercial and residential development with a greater overall density and height than that of Sub-Districts MS-R, MS-P and MS-T. The purpose is to allow for the primary MainStreet commercial development and to encourage a relatively large number of residents to live nearby. This nearby population will help support the commercial development and the combination of the uses will help create a lively downtown environment.

Commercial development should include retail shopping, eating/drinking and entertainment, neighborhood services and small offices. Residential development should include multi-family buildings with a variety of unit types. The sub-district promotes the development of smaller, more intimate public plazas and open space by providing development bonuses. These public spaces should be in addition to the overall MainStreet District requirements outlined in Section 5.



Sub-District MS-C

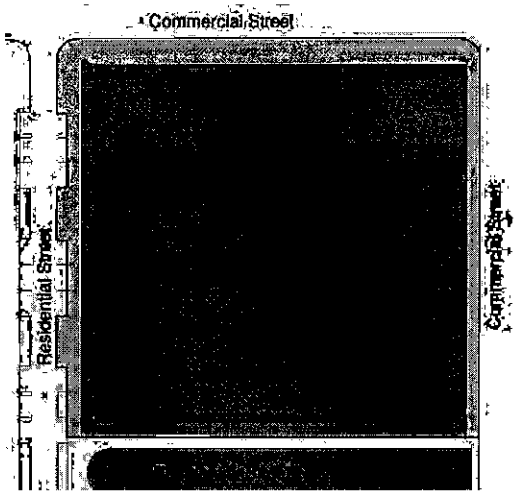




Protect open space views through low heights (single use buildings) along the MainStreet Retail Corridor

Reference *5: District-Wide Development Organization*

8.1.1 (cont.)
Sub-District MS-C



Sub-District Allowances

- *Base Density: 30 units x gross lot acres*
  - *Maximum Density with Open Space Bonus[1]: 40 units x gross lot acres*
    - *[1]Open Space Bonus Density:*
      5 units x gross lot acres when 5% of the gross lot area is dedicated plazas or open space[2]
      10 units x gross lot acres when 10% of the gross lot area is dedicated plazas or open space[2]

- *Maximum Building Height:*
  Single-Use Commercial and Office Buildings: 3 stories or 40', whichever is less
  Mixed-Use[3] and Residential Buildings: 10 stories or 120', whichever is less
  Parking Garage: 4 stories or 45', whichever is less

- *Building Setbacks: See Section 8.2*

[2]Open Space resulting from required setbacks or any other Standard requirements shall not count towards the Open Space Bonus.

[3]Mixed-Use Buildings within the MS-C Sub-District are defined as having at least 50% of the net square footage dedicated to residential and/or office uses.

Reference *5: District-Wide Development Organization; 7: Plazas and Open Space*

8.1.1 (cont.)
Sub-District MS-C

Proposed Uses[1]: (See Section 5.5 for preferred location of uses)

[1]Uses not specified as a proposed use may be considered as a special land use as in accordance with the Land Development Code. Existing uses proposed that are currently considered special land uses under the Land Development Code are also to be reviewed as special land uses.

Residential:

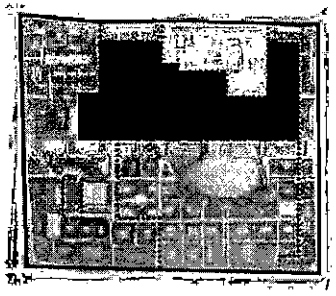
- *Attached dwellings*
- *Townhouses*
- *Multiple-family dwellings*

Commercial and Office

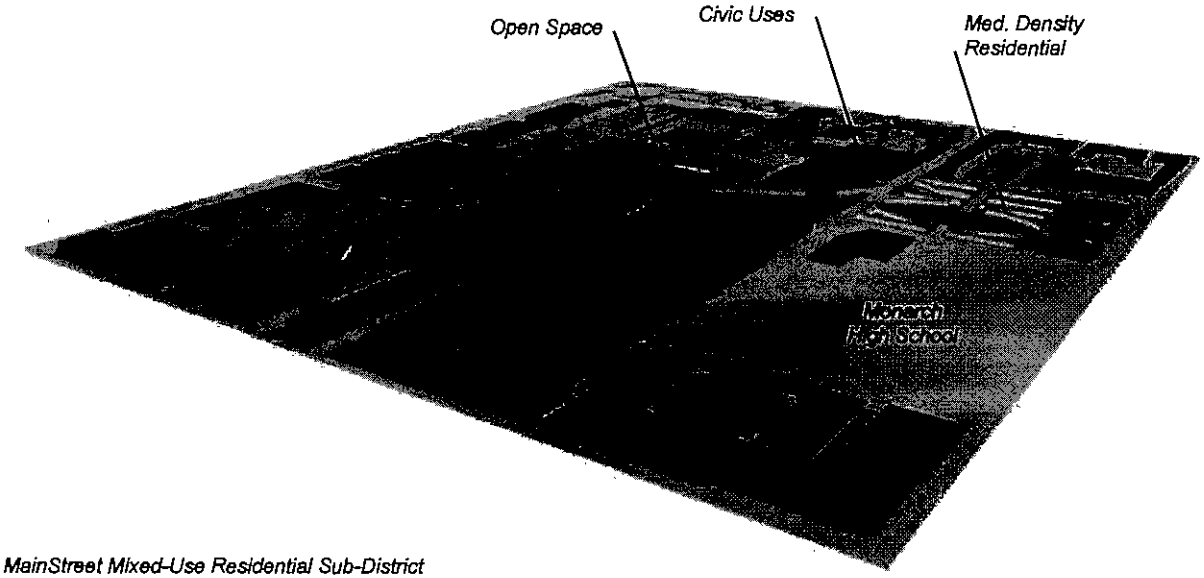
- *Amusement Centers (indoor only)*
- *Animal Grooming (no overnight boarding)*
- *Apparel and accessory stores*
- *Arts, crafts and drafting supplies*
- *Automobile tag agency*
- *Bake shop and delicatessen*
- *Ballrooms and Dance halls*
- *Barbershops, beauty/nail salons and tanning salons*
- *"Big box" retail over 75,000 sq. ft.*
- *Business services*
- *Catering and meeting halls*
- *Coin operated Laundromats*
- *Convenience stores (without fuel sales)*
- *Dance, musical instruction and martial arts studios*
- *Detective and security agencies*
- *Drug stores and pharmacies*
- *Employment agencies*
- *Financial institutions, mortgage and stockbrokers*
- *Florists*
- *General retail not otherwise specified*
- *Government offices*
- *Gyms and exercise clubs*
- *Hardware stores*
- *Hotels/motels*
- *Indoor tennis, racket ball, handball and similar court sports*
- *Indoor theatres*
- *Jewelry shops with repair (no smelting)*
- *Liquor stores*
- *Message therapist*
- *News stands*
- *Pet stores*
- *Photographic and artist studios*
- *Professional offices not otherwise specified*
- *Real estate office*
- *Restaurants, carry-out snack shops, etc. (no drive-thru)*
- *Secretarial, data processing and temporary staffing services*
- *Shoe repair*
- *Travel agencies*
- *Video stores*

8.1.2 Sub-District MS-R

The MS-R Sub-District focuses on residential development and community development in the form of civic and cultural uses. Civic uses and recreational facilities are important components of this district and should include uses such as police and fire stations, city hall, public schools and community recreation facilities. Residential density and allowable height is lower than that of the MS-C district. The sub-district promotes the development of open space by providing development bonuses. These public spaces should be in addition to the overall MainStreet District requirements outlined in Section 5.



Sub-District MS-R



MainStreet Mixed-Use Residential Sub-District

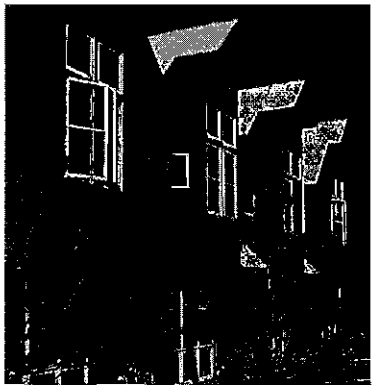
Sub-District Allowances

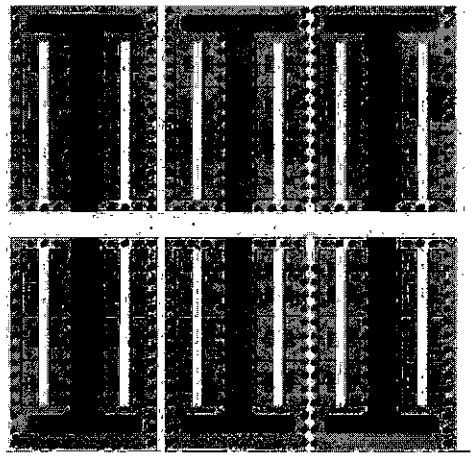
- ***Base Density: 8 units x gross lot acres***
  - ***Maximum Density with Open Space Bonus: 16 units x gross lot acres***
    - ***Open Space Bonus Density:***
      8 units x gross lot acres when 20% of the gross lot area is dedicated open space[1]
- ***Maximum Building Height: 5 stories or 70', whichever is less***
- ***Building Setbacks: See Section 8.2***

[1]Open Space resulting from required setbacks or any other guideline requirements shall not count towards the Open Space Bonus.

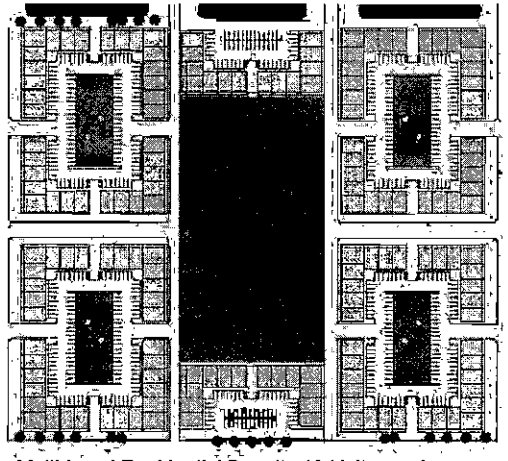
Reference ***5: District-Wide Development Organization; 7: Plazas and Open Space; 8.2: Building setbacks***

8.1.2 (cont.)
Sub-District MS-R





Residential Density 8 Units per Acre



Multi-Level Residential Density 16 Units per Acre (20% open space)

[1]Proposed Uses: (See Section 5.5 for preferred location of uses)

[1]Uses not specified as a proposed use may be considered as a special land use as in accordance with the Land Development Code. Existing uses proposed that are currently considered special land uses under the Land Development Code are also to be reviewed as special land uses.

Residential:
- ***Semidetached dwellings***
- ***Attached dwellings***
- ***Zero lot line dwellings***
- ***Townhouses***
- ***Multiple-family dwellings***

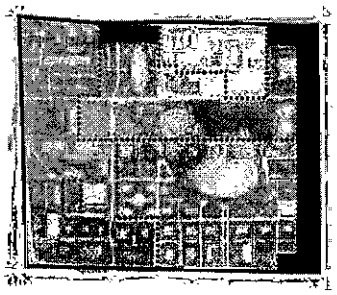
Public and private schools

Business and Office
- ***Government offices***
- ***Research and Development facilities***

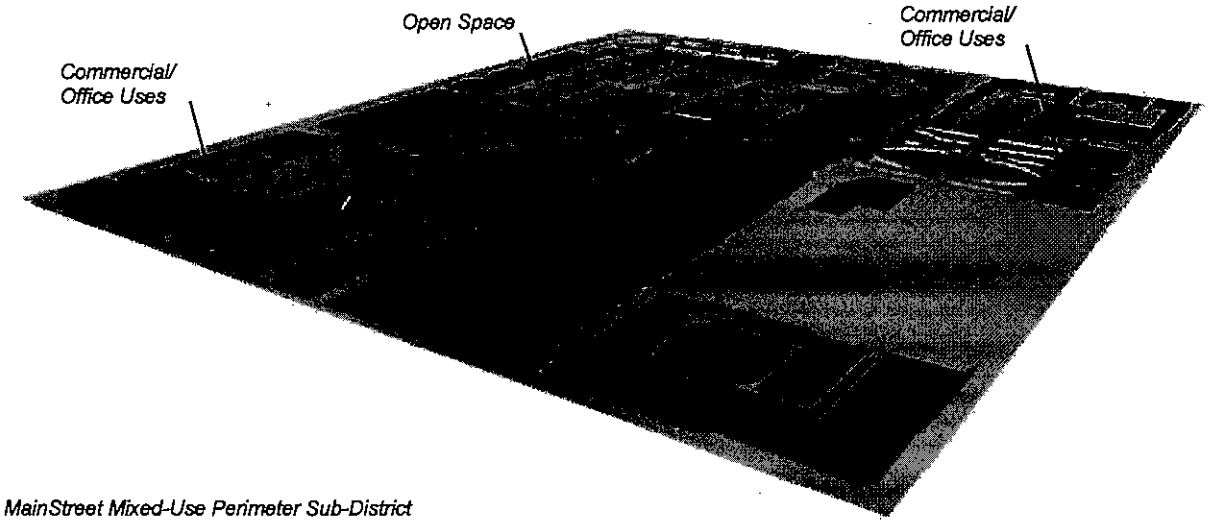
Civic & Cultural Uses
- ***Public Recreational Facilities***
- ***Libraries***
- ***Museums***

8.1.3 Sub-District MS-P

The MS-P Sub-District recognizes the significance and scale of the District's surrounding roadways and focuses on commercial and office development. The mix of these use is encouraged, but single use buildings are allowed. Given the busy and noisy nature of the surrounding roadways, residential uses should be oriented towards the rear of mixed-use sites and should front neighboring districts.



Sub-District MS-P



MainStreet Mixed-Use Perimeter Sub-District

Sub-District Allowances

- ***Maximum FAR:***
  - ***Single Use Commercial Buildings: .3 x gross lot area***
  - ***Single Use Office Buildings: 1.5 x gross lot area***
  - ***Mixed (Residential) Uses[2]: An additional .3 x gross lot area.***
- ***Maximum Density: 8 units x gross lot acres***
- ***Maximum Building Height: 6 stories or 75', whichever is less***
- ***Building setbacks: See Section 8.2***

[1]FAR calculations shall be based on the area of property within the Sub-District.The MS-P Sub-District has a depth of 300' except that, in the case of properties 05, 06, 07, 08 and 24, the entire property is included.

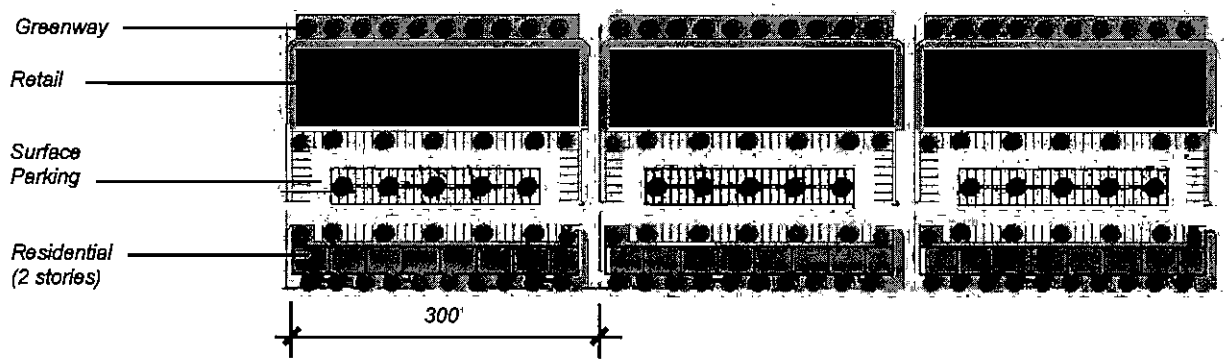
[2]Additional FAR shall be used solely for residential development and shall not be utilized for other uses. Single use residential development is not permitted in the MS-P Sub-District.

Reference ***5: District-Wide Development Organization***

8.1.3 (cont.)
Sub-District MS-P

Mixed Use:

Retail : 0.25 FAR
Residential: 8 units/acre,
(additional 0.3 FAR)

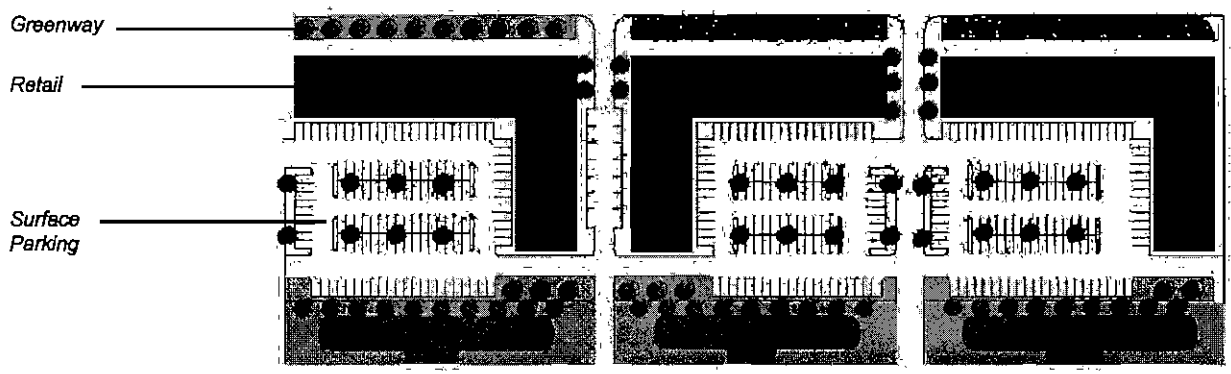


Single Use:

Office: 1.5 FAR

Single Use:

Retail : 0.28 FAR



8.1.3 (cont.)
Sub-District MS-P

[1]Proposed Uses: (See Section 5.5 for preferred location of uses)

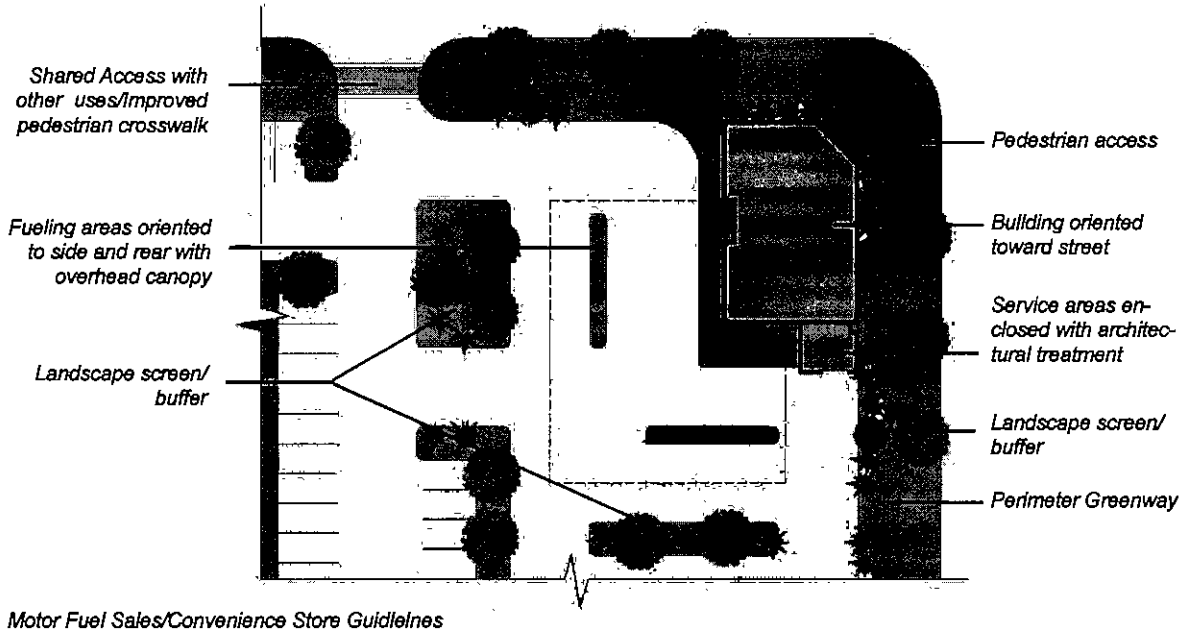
[1]Uses not specified as a proposed use may be considered as a special land use as in accordance with the Land Development Code. Existing uses proposed that are currently considered special land uses under the Land Development Code are also to be reviewed as special land uses.

[2]One motor fuel station, in addition to existing motor fuel sales uses, is permitted within the MS-P Sub-District. In no case shall there be more than two motor fuel sales uses, including exisitng uses, within the MS-P Sub-District. Motor fuel sales uses shall comply with the Design Standards for buildings as well as specific Standards provided in this section.

Residential:
- *Townhouses*
- *Multiple-family dwellings*
- *Public and private schools*

Business and Office
- *Amusement Centers (indoor only)*
- *Animal Grooming (no overnight boarding)*
- *Apparel and accessory stores*
- *Arts, crafts and drafting supplies*
- *Automobile parts (no service or installation)*
- *Automobile tag agency*
- *Bake shop and delicatessen*
- *Ballrooms and Dance halls*
- *Barbershops, beauty/nail salons and tanning salons*
- *"Big box" retail over 75,000 sq. ft.*
- *Bowling Alleys*
- *Building materials*
- *Business services*
- *Catering and meeting halls*
- *Child daycare and nursery schools*
- *Coin operated Laundromats*
- *Convenience stores (with/without fuel sales[1])*
- *Dance, musical instruction and martial arts studios*
- *Detective and security agencies*
- *Drug stores and pharmacies*
- *Dry cleaners*
- *Employment agencies*
- *Financial institutions, mortgage and stockbrokers*
- *Florists*
- *General Office*
- *General retail not otherwise specified*
- *Government offices*
- *Gyms and exercise clubs*
- *Hardware stores*
- *Hotels/motels*
- *Household equipment rental*
- *Indoor tennis, racket ball, handball and similar court sports*
- *Indoor theatres*
- *Jewelry shops with repair (no smelting)*
- *Lawn and garden supplies andequipment*
- *Liquor stores*
- *Maid, valet and janitorial services*
- *Message therapist*
- *Medical offices and clinics*
- *Motor Fuel Sales (no service bays)[2]*
- *News stands*
- *Pet stores*
- *Photographic and artist studios*
- *Professional offices not otherwise specified*
- *Real estate office*
- *Repair shops for small household appliances and locksmiths*
- *Restaurants, carry-out snack shops, etc.*
- *Secretarial, data processing and temporary staffing services*
- *Shoe repair*
- *Travel agencies*
- *Veterinary (indoor overnight boarding)*
- *Video stores*

8.1.3 (cont.)
Sub-District MS-P



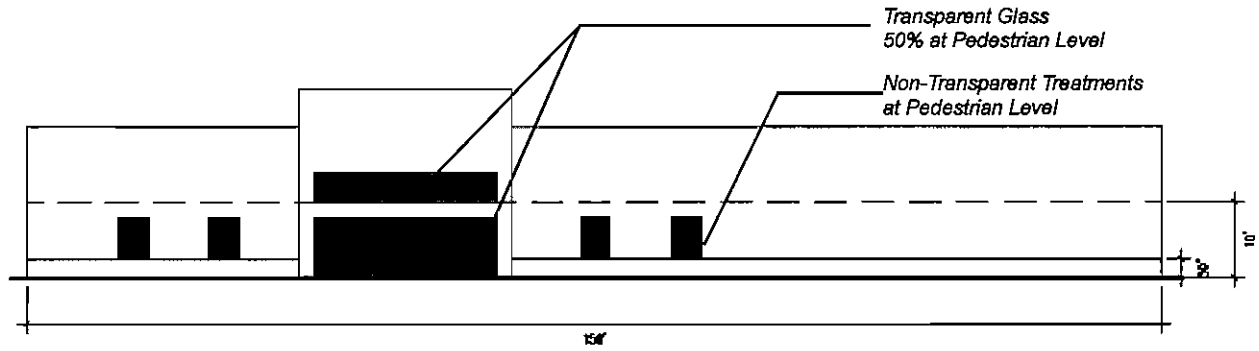
Motor Fuel Sales/Convenience Store Guidlelnes

MSP Special Requirements

Requirements: Motor Fuel Sales

- ***The primary building shall be oriented towards the Street and fuel islands toward the rear and sides. Pedestrian access should be provided from the perimeter greenway.***
- ***Where feasible, minimize curb cuts and enhance pedestrian circulation by sharing access with other commercial uses.***
- ***Screen service/storage/refuse area with architectural enclosures and landscape buffers.***
- ***Restrooms and ATMs shall be located within the primary building, not outside.***
- ***Apply "Building" Design Standards (and all sub-sections) within this document. Pump Islands and canopies should be integrated with the overall architectural character.***
- ***Landscaping materials shall be consistent with the requirements of the "Streetscape" Design Standards within this document.***

8.1.3 (cont.)
Sub-District MS-P



Wall Area = 150' x 10' = 1500 SF
Required Transparency = 15% = 225 SF
Transparency Provided = 288 SF =19%

Required Non-Transparency = 5% = 75 SF
Non-Transparency Provided = 88 SF = 6%

MSP Special Requirements

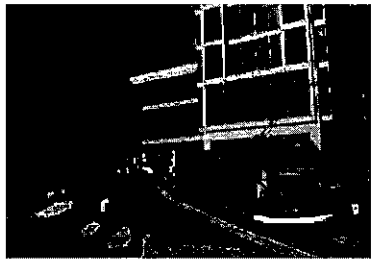
Requirements: Fenestration

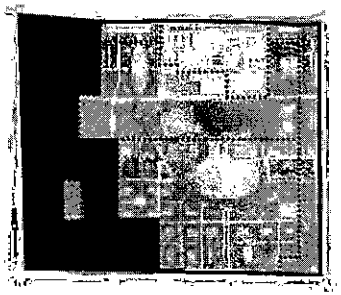
- ***Retail uses over 75,000 square feet: The primary building facade shall contain windows and/or doorways of transparent glass covering at least 15% of the wall area. At least half of the transparent glass shall be placed at pedestrian level. In addition, the primary building facade shall contain display windows or transparent /non-transparent window treatments covering and additional 5% of the wall area. Percentages shall be based on the wall area for the first 10 feet of height above the public sidewalk. Display windows and treatments may encroach the right of way by a distance of 16" and are not required to provide views into the retail space,but shall be placed at pedestrian level. Display windows shall be regularly maintained and shall display retail merchandise sold on the premises. Such merchandise shall be rotated on a seasonal basis at a minimum. Display of signs or advertisements are subject to the City's Land Development Code.***
- ***All other requirements as per Section 8.9.***

Requirements: Parking

- ***All parking within the MS-P Sub-District shall meet the design standards provided in the Land Development Code, unless otherwise specified herein.***
- ***Within the MS-P Sub-District, 25% of the provided parking shall be located on the side and/or rear of buildings. Additionally, no more than 300 parking spaces may be located in the front of buildings.***
- ***In no case shall parking be allowed to front interior MainStreet District streets (Types A, B, C, D, E and F). Such parking shall be buffered with other uses and/or landscape buffers as required within the Standards.***

8.1.4 Sub-District MS-T

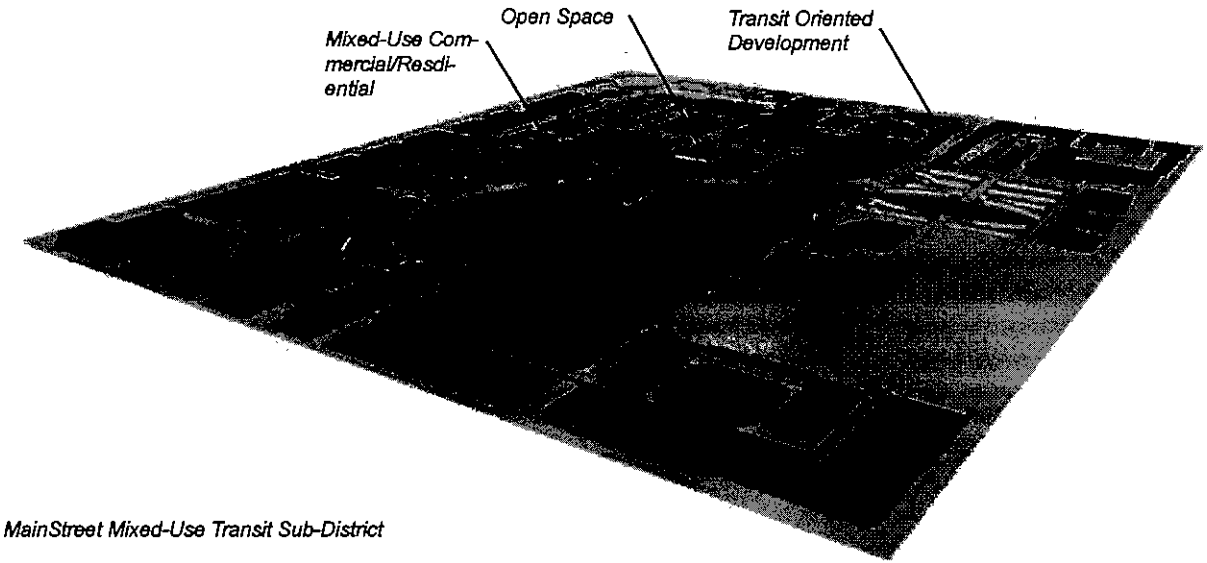




Sub-District MS-T

The MS-T Sub-District is a redevelopment district that anticipates that State Road 7 may one day be developed as a rapid transit corridor. Therefore the district promotes transit oriented development with a mix of uses, including residential, commercial and office. An Intermodal Transit Hub shall be provided in this district with participation from property owners and shall be coordinated with appropriate agencies. The district also promotes the redevelopment of existing commercial uses and more specifically, the large surface parking lots that currently exist. This promotion is accomplished through an increase in allowable development intensities.

Several commercial uses currently exist within the district. They are primarily composed of automobile dealership's, a large home center and the Seminole casino, all of which have very large surface parking lots. These properties could be redeveloped through the introduction of structured parking which would free up valuable land for the introduction of mixed-uses on the perimeter of the properties.



MainStreet Mixed-Use Transit Sub-District

Sub-District Allowances	• ***Maximum FAR:*** ***Single Use Developments per development block: .8 x gross lot area*** ***Mixed-Use Developments per development block: 2.0 x gross lot area*** • ***Maximum Density: 40 units x gross lot acres*** • ***Maximum Building Height: 10 stories or 120', whichever is less. Building height may exceed 10 stories for properties adjacent to the State Road 7 overpass based on superior building design including but not limited to Green Building Certification and increased Public Plaza space.***
Reference	***5: District-Wide Development Organization***

8.1.4 (cont.)
Sub-District MS-T

[1]Proposed Uses:

[1]Uses not specified as a proposed use may be considered as a special land use as in accordance with the Land Development Code. Existing uses proposed that are currently considered special land uses under the Land Development Code are also to be reviewed as special land uses.

Residential:
- *Townhouses*
- *Multiple-family dwellings*

Public and private schools

Business and Office
- *Amusement Centers (indoor only)*
- *Animal Grooming (no overnight boarding)*
- *Apparel and accessory stores*
- *Arts, crafts and drafting supplies*
- *Automobile parts (no service or installation)*
- *Automobile tag agency*
- *Bake shop and delicatessen*
- *Ballrooms and Dance halls*
- *Barbershops, beauty/nail salons and tanning salons*
- *"Big box" retail over 75,000 sq. ft.*
- *Building materials*
- *Business services*
- *Catering and meeting halls*
- *Child daycare and nursery schools*
- *Coin operated Laundromats*
- *Convenience stores (without fuel sales)*
- *Dance, musical instruction and martial arts studios*
- *Detective and security agencies*
- *Drug stores and pharmacies*
- *Dry cleaners*
- *Employment agencies*
- *Financial institutions, mortgage and stockbrokers*
- *Florists*
- *General retail not otherwise specified*
- *Government offices*
- *Gyms and exercise clubs*
- *Hardware stores*
- *Hotels/motels*
- *Household equipment rental*
- *Indoor theatres*
- *Jewelry shops with repair (no smelting)*
- *Lawn and garden supplies and equipment*
- *Liquor stores*
- *Maid, valet and janitorial services*
- *Message therapist*
- *Medical offices and clinics*
- *News stands*
- *Pet stores*
- *Photographic and artist studios*
- *Professional offices not otherwise specified*
- *Real estate office*
- *Repair shops for small household appliances and locksmiths*
- *Restaurants, carry-out snack shops, etc.*
- *Secretarial, data processing and temporary staffing services*
- *Shoe repair*
- *Travel agencies*
- *Video stores*

8.2 Setbacks

Building setback and build-to (maximum setback) requirements in the district are regulated by the types of streets that they front or are surrounded by. For primary commercial corridors, buildings shall be generally built to the street in order to provide a consistent edge and spatial definition that contributes to the activities of the street. For residential streets, buildings should have a maximum setback to establish a semi-private zone or yard.

Requirements

- *District Commercial Streets: Street Types A, B and C*
  **Stories 1-2: Maximum Setback = 0'*
  Above 2 Stories: Minimum Setback = 15'
  Parking Garages: Minimum Setback = 15'

- *District Residential Streets: Street Types D, E and F*
  **Stories 1-2: Maximum Setback = 10'*
  Above 3 Stories: Setback 15'
  Parking Garages: Minimum Setback = 15'

- *Frontage Streets (Sample, State Road 7, Wiles and Lyons)*
  All Stories: Minimum Setback = 28'. Setback area must be improved as a greenway as defined in section 6.7.

  MS-C Sub-District Frontage on Sample Road:
  Minimum Setback above 6 stories or 75' = 150'

- *When property does not front a District Street:*
  Rear: Minimum Setback = 5'
  Side: Minimum Setback = 5'

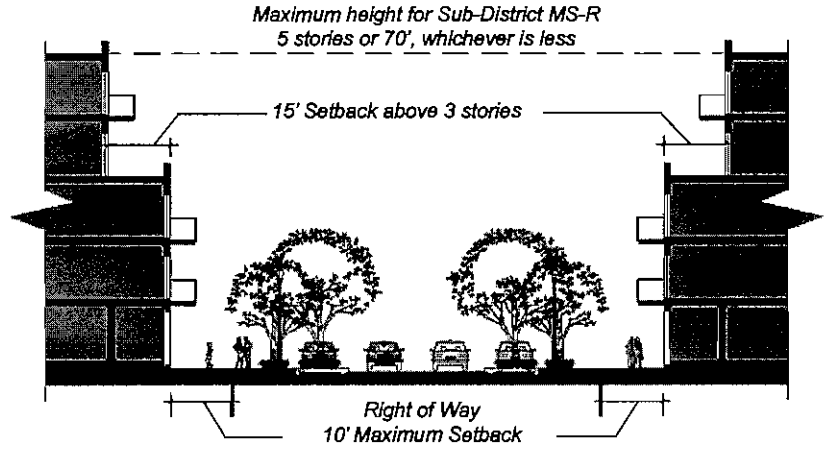
**Maximum setbacks apply to 80% of the primary building facade or arcade and shall not apply or limit minor changes in wall planes that provide building articulation. Exceptions for maximum setbacks may be provided for the development of public plazas and open space. Buildings may exceed the maximum setback when the resultant space is designed and improved as public open space. Off-Street parking is not allowed within the maximum setback. Awnings and canopies may encroach maximum setbacks and public right of way by a maximum distance of 8'. Upper story balconies may encroach 7' and architectural features may encroach setback requirements by a distance of 3'.*

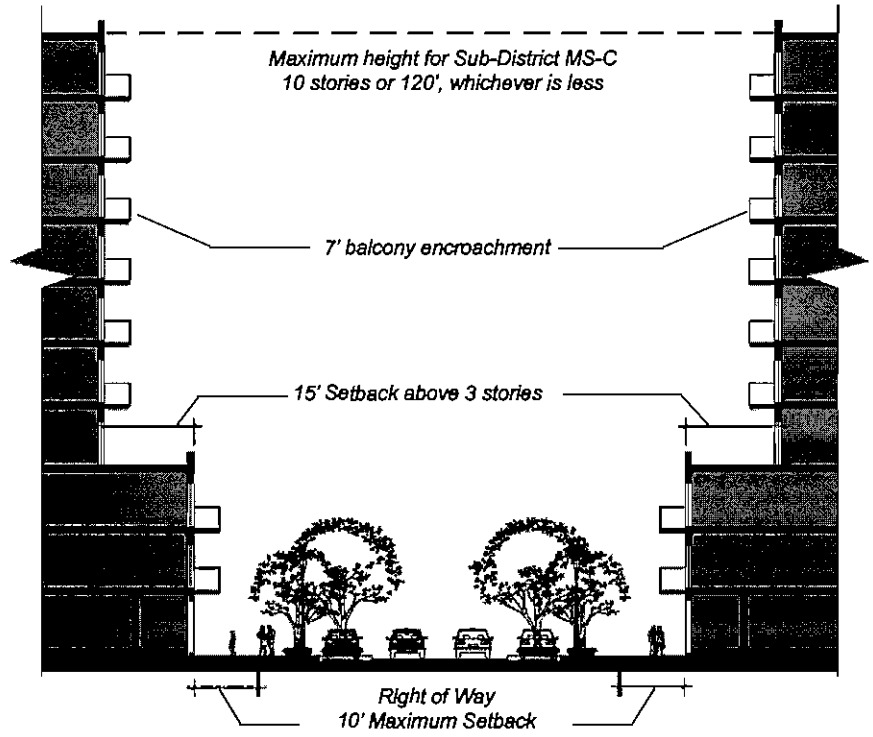
Reference

6.0 Streetscapes; 8.1: Uses, Densities and Height

8.2 (cont.)
Setbacks

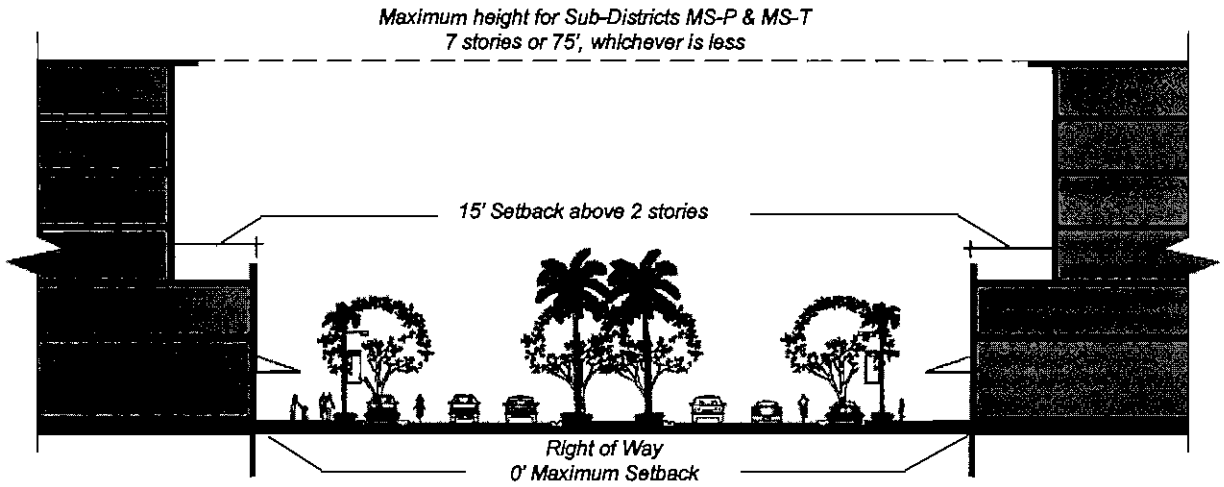
District Residential Street (Type D, E and F) Setbacks

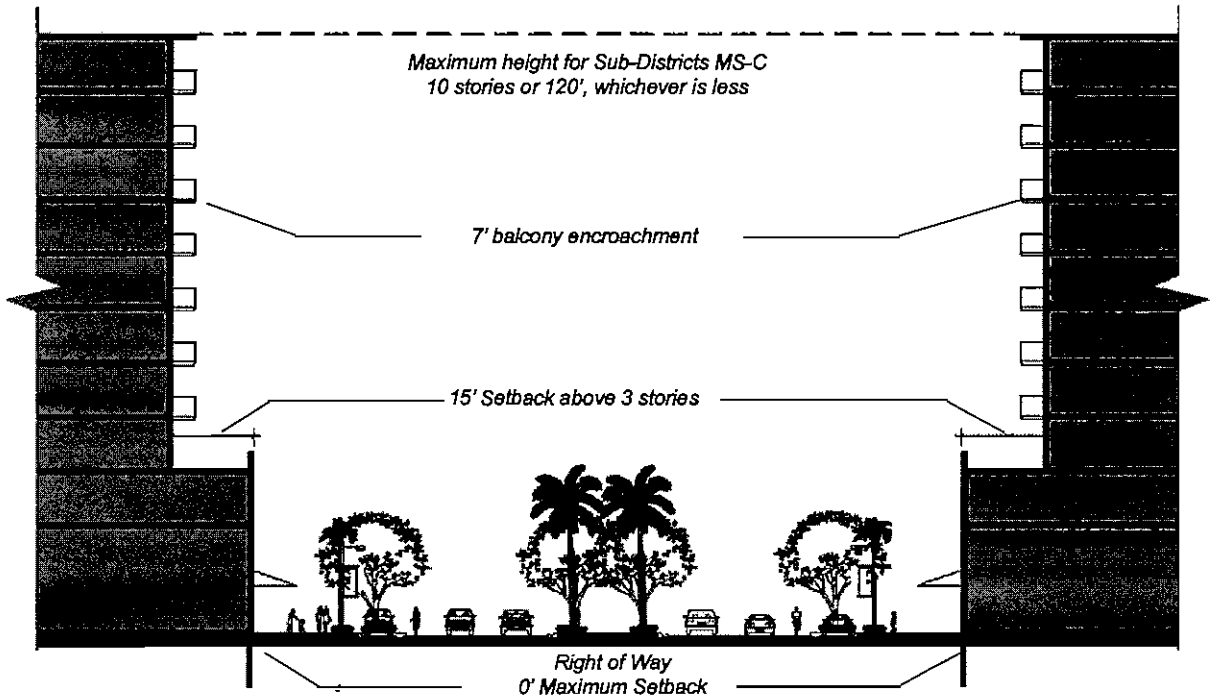




8.2 (cont.)
Setbacks

District Commercial Street (Type A, B and C) Setbacks





8.3 Street Orientation

Buildings should have a clear relationship with the street and should reinforce the street framework by locating primary facades parallel to the street. When streets curve, buildings should reinforce the geometry of the street as this will strengthen the urban spatial character.

Building facades should be open and inviting on all facades. They should be richly detailed and varied to provide visual interest and a pedestrian scale at the street level. Reinforcement of the human scale can be accomplished through the use of varied materials and appropriately scaled construction modules. Commercial street frontages should be largely transparent, allowing pedestrians to view the activities inside or displays related to these activities. Storefronts and entrances should oriented towards the street, should be well lit and accentuated to provide pedestrian orientation. Building facades should incorporate components that protect pedestrian from the sun and rain. Through-lobbies or breezeways that address both the street and parking lots are encouraged.

Principles

- ***Street level facades shall have a pedestrian scale.***
- ***Street level facades shall be largely transparent.***
- ***Emphasize building entrances.***
- ***Provide protection from the elements.***

Requirements

- ***All ground level space designed for pedestrian oriented uses shall have external entrances directly accessible from public sidewalk and street space. At least one (1) external entrance shall be located along the frontage of the street or on the corner intersection of two streets. Additionally, each building use, such as a retail store with a cafe or restaurant, shall have separate entrances. All such entrances shall be transparent.***

Reference *8: Buildings; 8.2: Setbacks*

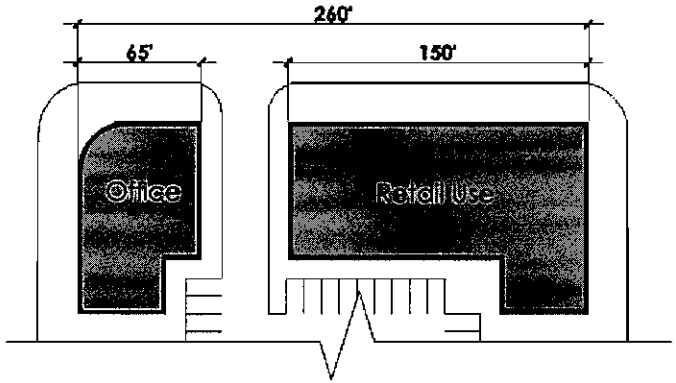
8.4 Location of Uses

The location of building uses is governed by the types of streets that front or surround a building. Commercial streets should have ground floor pedestrian oriented uses. Residential streets are encouraged to have live/work uses that may include small shops, galleries and offices. Particularly when development is adjacent to sensitive uses such as residential development, the location of uses should be coordinated with adjoining properties to avoid creating nuisances such as noise, light intrusion, invasion of privacy and traffic. Careful consideration should be given to all uses adjacent the FPL easement and should be coordinated with city staff early in the design process.

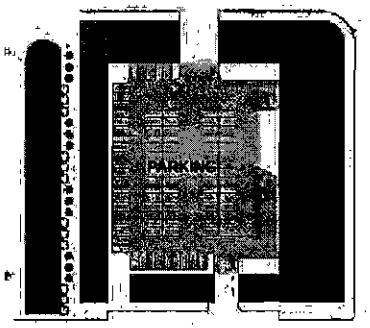
Building Use Section Diagram

Street Property Frontage = 260'

Pedestrian Oriented Use Frontage Provided = 150' + 65' = 215' = 82%



Requirements



Building Use Block Diagram

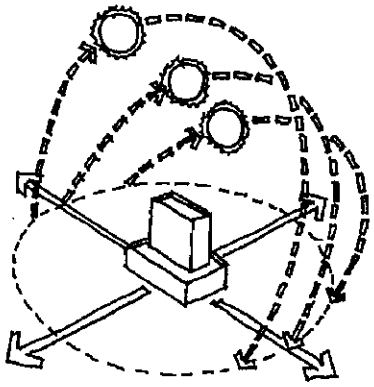
- ***Commercial Street Frontages: Street Types A, B and C***
  Ground floor pedestrian oriented uses required for 75% of the building/street property frontage. Parking garages and lots shall not front commercial streets and shall be lined with active uses on all levels.

- ***Residential Street Frontages: Street Types D, E and F***
  Live/work shops, galleries and offices are encouraged at street level in Sub-Districts MS-C and MS-P.
  Parking Garages and lots shall be lined with uses, screened with architectural treatment or landscape buffers.
  Residential or live/work uses shall front residential canals within the MS-C and MS-R Sub-Districts.
  Within the MS-P Sub-District, blank, unarticulated facades shall not front residential canals. These facades shall incorporate active uses, elements to provide visual interest, or shall buffer them from view through the use of landscaping.

- ***FPL Easement: All proposed uses adjacent the FPL easement shall be subject to proper site design in relation to the FPL easement as provided under the site plan review process by the City.***

Reference *6: Streetscapes*

8.5 Solar Orientation



Prior to the introduction of air conditioning systems, buildings in Florida were constructed to take advantage of local climatic conditions and, as a result, inhabitants were able to live and work in relative comfort. Unfortunately, most buildings constructed today ignore the benefits of passive solar orientation and rely solely on conditioning systems to control indoor comfort. Passive solar orientation should be utilized to augment and decrease the load on the buildings mechanical systems. However, it is recognized that proper solar orientation can sometimes be very difficult in an urbanized environment. Buildings in an urban context must generally make the most efficient use of a limited development area and the resultant solar orientation may be less than desirable. In some cases, solar orientation may even be unnecessary, given that adjacent buildings may provide a welcome protection from the sun. Regardless, the conceptual scheme takes solar orientation in account at a District-wide scale primarily in two ways: 1) The MainStreet retail corridor is oriented so that buildings can take advantage of a northern exposure, thus making the incorporation of large expanses of glass not only an asset to the pedestrian streetscape, but also to take advantage of the reflected northern light as a daylighting strategy, and 2) the proposed organization of the high density residential buildings in the MS-C district could easily allow for residential towers oriented on a east-west axis while retaining views of the open space component of the scheme.

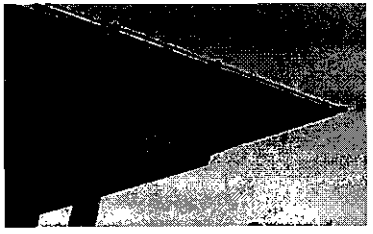
The Florida Solar Energy Center (FSEC), an institute of the University of Central Florida, is the largest and most active state-supported renewable energy and energy efficiency research, training, testing and certification institute in the United States. They regularly make research data available to the general public, including methodologies for creating energy efficient buildings. Most data can be accessed via the FSEC website: www.fsec.ucf.edu. Designers should consult this valuable resource when making solar design decisions.

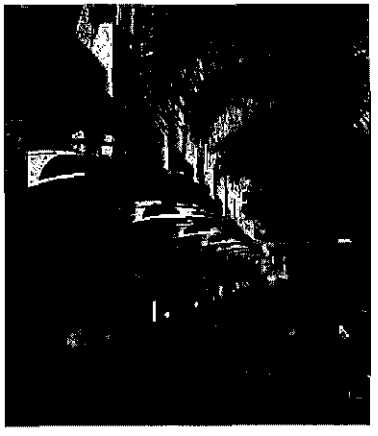
Principles

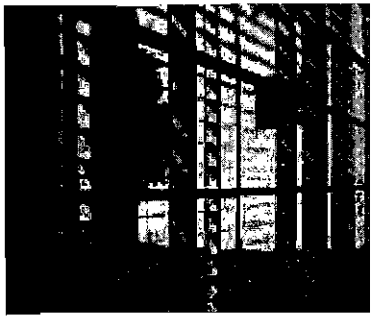
- ***Buildings shall, to the greatest extent possible, should make use of proper solar orientation in order to provide natural daylight and promote lower heating and cooling requirements for the building.***

Reference *8: Buildings; 9.9.4: Energy Conservation*

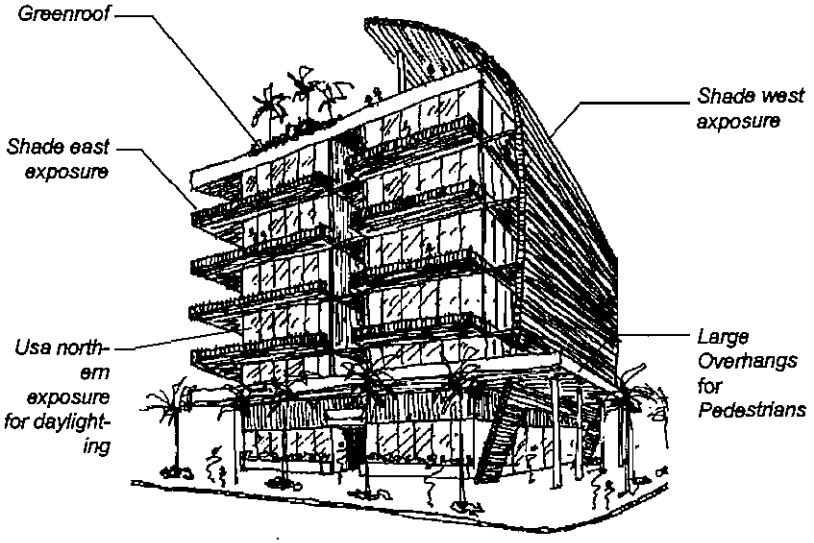
8.6 Shading

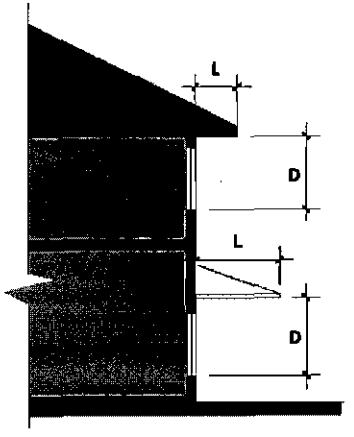






Solar radiation is a major heat source in buildings. Given the South Florida climate, buildings should be mostly concerned with cooling requirements of the long hot season. This increases the importance of protecting windows, walls and sliding glass doors. This can be accomplished by incorporating light colored and high albedo materials, insulated glass and shading devices. Shading devices include roof overhangs, arcades, awnings, porches and verandahs, screens, shutters, trellises and landscaping. Shading devices are intended to play a major role in providing architectural character to the district, but should be employed in a thoughtful and calculated manner and not simply to achieve a desired "look" for a building. Designers should account for the different exposures of a building so that shading measures produce a cooling benefit and energy conservation.





Sample south-facing overhang calculation:

Approximate latitude = 26.5 degrees

L = D x F
L = length of overhang
D = distance from window
F = .71 (per FSEC)

Assume D = 6 feet

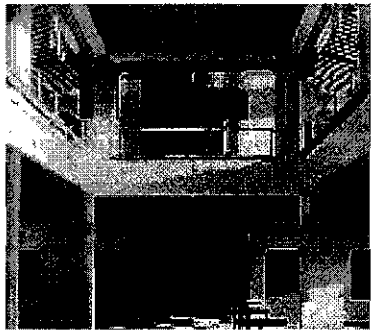
L = 6 x .71
Length of Overhang = 4.26 feet

Requirement

- ***Provide shading measures for buildings. Utilize the Florida Solar Energy Center document FSEC-DN-8-86 for proper sizing and placement of shade devices.***

Reference ***8: Buildings; 8.5: Solar Orientation; 9.9.4 Energy Conservation***

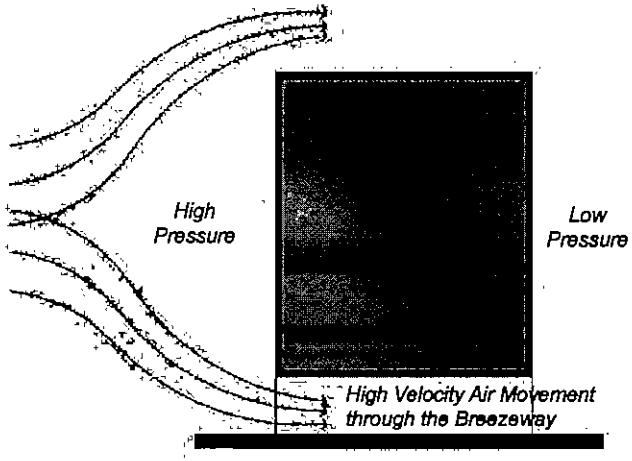
8.7 Air Movement



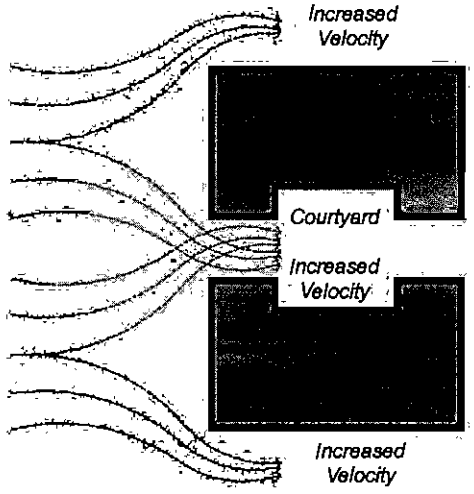
Buildings are encouraged to incorporate features, such as breezeways, that induce air movement and further serve to "cool" the pedestrian. These breezeways can lead to interior courtyards that provide more intimate places for rest and relaxation. In addition, fans should be incorporated whenever possible to increase the comfort of these spaces and increase the likelihood of their use.

Inducing air movement can greatly increase the human tolerance for higher temperature and humidity levels. Ventilation of buildings has been a major cooling technique throughout the world, as it provides cooling by using air to carry heat away from the building and or from the human body itself. It is based on the fundamental heat transfer mode of convection, when the air flowing next to a surface carries away heat, provided it is at a lower temperature than the surface. When it passes over the human body, it increases the evaporation rate from the skin and enhances heat extraction.

Air movement through buildings results from the difference in pressure indoors and outdoors , which may be created either by natural forces (wind) or mechanical power (fan). Air flow patterns are the result of differences in the pressure distribution around and within the building. Air moves from high pressure regions to low pressure regions.



Section Diagram

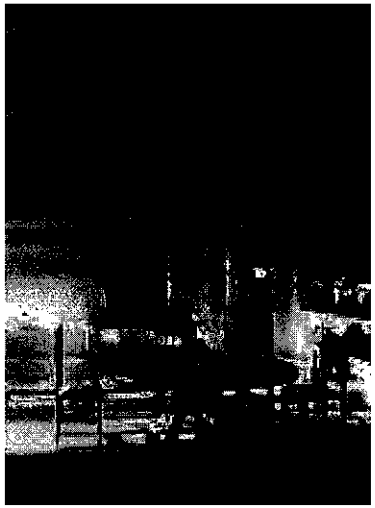


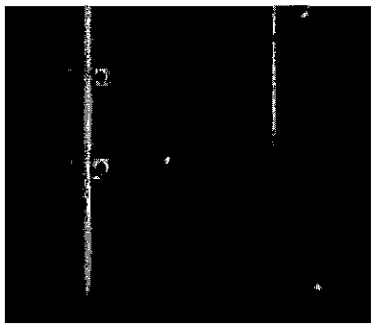
Plan Diagram

Requirement

- ***Provide building elements, such as breezeways, interior courtyards and fans to induce air movement and provide comfortable places for rest and relaxation.***

8.8 Materials





Possibly the most important element in conveying the quality of a building and the MainStreet development as a whole is the use of quality building materials. Building materials should convey a sense of permanence and civic presence. Facades should reinforce the human scale at the street level, provide distinction between interior uses, and break down the scale of larger buildings through the use of a variety of materials, appropriately scaled construction details, modules and textures.

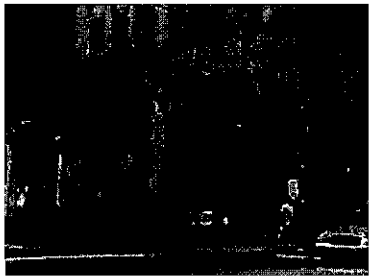
Creative and innovative high quality building materials (with recycled content) are encouraged. A variety of building materials and combinations of materials should be utilized and shall be appropriate to the character of the building and harmonious with adjacent buildings. Genuine materials should be utilized rather than simulated materials. Use of accent materials, such as metal, stone or wood, should be used on all facades of the building, not just the front of the building. Consistent architectural materials should be used throughout the District to establish a holistic character.

Requirements

- ***Building Facades shall incorporate at least two different materials. When used only for windows, glass shall not count towards this requirement.***
- ***Transparent glass shall be used at the street level.***
- ***Large expanses of reflective glass and faux treatments are discouraged.***

Reference *9.9.2: Materials and Resources*

8.9 Fenestration

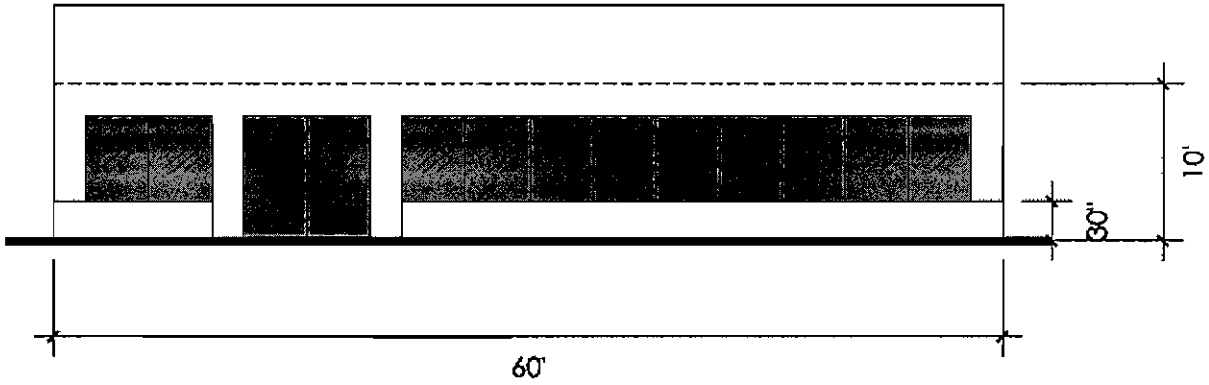


A fundamental component of a successful urban retail environment is the placement of fenestration with respect to the sidewalk and street. Street level building facades should incorporate single and double height windows or general access entrances to encourage browsing and window shopping.

Doors at storefronts with windows should match the materials, design and character of the display window framing. High quality materials such as crafted wood, stainless steel, bronze and other metals are recommended. Detailing such as carved woodwork, stonework or applied ornament should be used to create noticeable detail for pedestrians. Doors may be flanked by columns, distinctive lighting fixtures or other details.

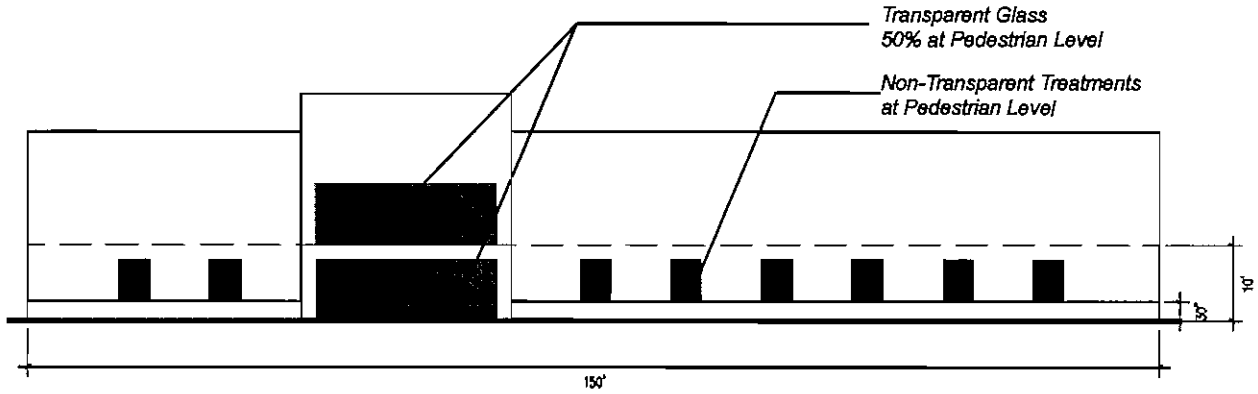
All windows on a building shall be related in design. Windows on the upper floors should be smaller in size than storefront windows on the first floor and should encompass a smaller proportion of facade surface area. Upper story windows should be detailed with architectural elements, such as projecting sills, molded surrounds and/or lintels. Deeply tinted glass or applied films are not permitted. Shading for windows should be provided as described in the section 8.6. Windows should maintain consistency in shape and location across the facade and should be harmonious with facades of adjacent buildings. Treatments on windows or balconies should be consistent with the overall building aesthetic. Window reveals should be a minimum of 4 inches. Storefront, transom, display windows or doors should encompass 50% minimum of the front of a building wall area. False fronts or windows are discouraged.

To maintain architectural consistency, unattractive functional features such as hurricane shutters and security shutters should be screened or omitted through the use of impact glass.



Wall Area = 60' x 10' = 600 SF
Required Transparency = 50% = 300 SF
Transparency Provided = 306 SF =51%

8.9 (cont.)
Fenestration



Wall Area = 150' x 10' = 1500 SF
Required Transparency = 25% = 375 SF
Transparency Provided = 384 SF =26%

Required Non-Transparency = 10% = 150 SF
Non-Transparency Provided = 176 SF = 12%

Requirements

Commercial Buildings

- ***General: For the first 10 feet of height above the public sidewalk elevation, the building facade shall contain windows and/or doorways of transparent glass covering at least 50% of the wall area.***

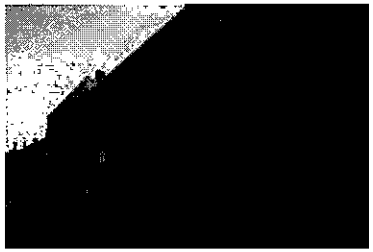
- ***Retail uses over 75,000 square feet (see Sub-District MS-P for special requirements): The primary building facade shall contain windows and/or doorways of transparent glass covering at least 25% of the wall area. At least half of the transparent glass shall be placed at pedestrian level. In addition, the primary building facade shall contain display windows or transparent /non-transparent window treatments covering and additional 10% of the wall area. Percentages shall be based on the wall area for the first 10 feet of height above the public sidewalk. Displaym windows and treatments may encroach the right of way by a distance of 16" and are not required to provide views into the retail space, but shall be placed at pedestrian level. Display windows shall be regularly maintained and shall display retail merchandise sold on the premises. Such merchandise shall be rotated on a seasonal basis at a minimum. Display of signs or advertisements are subject to the City's Land Development Code.***

- ***The base of all transparent openings shall be no more than 30 inches above the public sidewalk elevation.***

- ***All street level use open to the public shall have external entrances directly accessible from the sidewalk. For commercial buildings, there shall be at least 1 entrance located along the frontage of commercial streets or on the corner intersection with other streets.***

Reference *8.8: Shading; 8.10 Articulation*

8.10 Articulation



Within District commercial corridors, the development of a complex of buildings is preferable to a single large structure. The varied massing provides visual interest and human scale. The spaces created between the various buildings provide opportunities for pedestrian plazas, courtyards, and other outdoor gathering areas.

Building facades should incorporate varied architectural elements , especially at the street level, to provide for visual interest and pedestrian scale. Large building volumes should be broken into a number of smaller components to decrease its apparent mass and volume, and thus reduce its visual impact. Reducing the visual impact of mass can be accomplished by creating building insets or projections, stepping back upper floors, varying the height of the roofline and repetitive architectural features and details. Changes in vertical mass should be used in an architecturally appropriate way to add interest and reduce the appearance of building height and bulk. Large, expansive blank surfaces are prohibited.

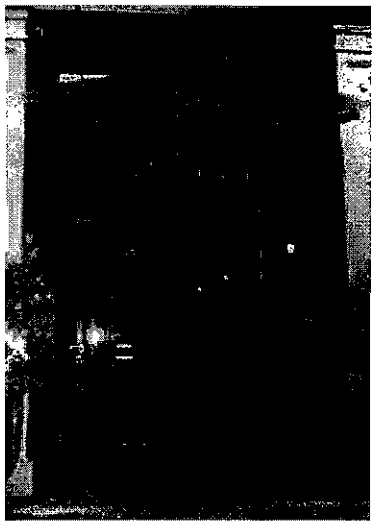
Where multiple-tenant spaces are incorporated into a building, individual tenant spaces shall be located within the horizontal increments. This can be achieved by:

- Placing a column, pier or pilaster between building bays;
- Applying vertical slot or recess between building bays;
- Providing variation in plane along the building wall; and by
- Varying the building wall by recessing the storefront entrance or creating a niche for landscaping or a pedestrian area.

Entries to ground floor retail areas should occur from main commercial streets and should incorporate distinctive mass or architectural elements. A recessed entry or bay in the facade should be provided to create transitional spaces between the street and buildings. These recesses should includes elements such as special paving and ceiling treatments, distinctive light fixtures and attractive decorative door pulls, escutcheons, hinges and other hardware. In addition, projecting awnings or canopies are encouraged to provide shelter and should be designed as a canvas or fabric awning, or as a permanent architectural canopy utilizing materials from the primary building. Entries should incorporate a change in roofline or major break in the surface of the subject wall.

Entrances to upper-story uses should be located between storefronts and should be accented by architectural elements such as sidelights and distinctive light fixtures. These entrances should be indicated by a recessed entrance, vestibule or lobby. Doorways should be recessed for privacy, but should be clearly expressed through awnings, high quality materials or other architectural treatments.

8.10 (cont.) Articulation

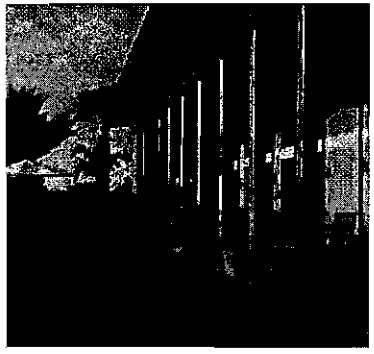


Where buildings are located at major or gateway intersections, front important community spaces or anchor unique corners, a prominent architectural corner treatment of the building mass should be incorporated. Near the corner, the building should either be sited on the property lines or set back to provide a public open space which provides direct access to the buildings or frames an open space between buildings. Attractively landscaped areas may also be permitted where siting of a building's public open space at a corner is not feasible. Building corners should have continuity and all sides of a structure should be continuous in design with no side left unimproved. Architectural details, roof lines and parapets should continue around all visible sides.

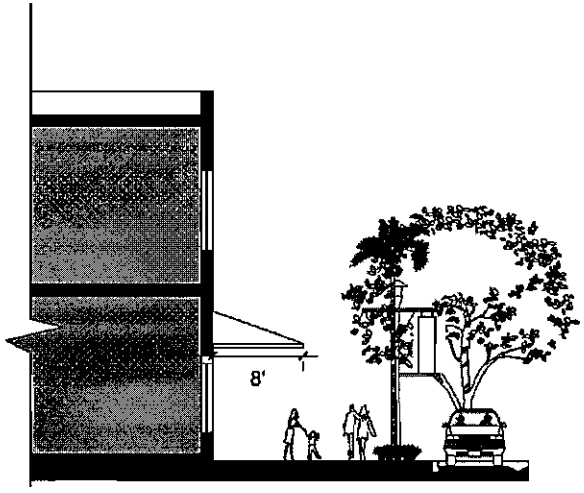
Requirements

- ***Unbroken facades, in excess of 100', without changes in wall planes shall be avoided. Changes in wall plane shall be employed to add shade and shadow. Such changes in plane shall be at least 2'.***
- ***All street level use open to the public shall have external entrances directly accessible from the sidewalk. For commercial buildings, there shall be at least 1 entrance located along the frontage of commercial streets or on the corner intersection with other streets.***
- ***Building corners shall utilize prominent architectural treatment. Designers should consider corners for the 20% maximum setback exception provided in section 8.2. The resultant setback should be improved as a pedestrian amenity.***

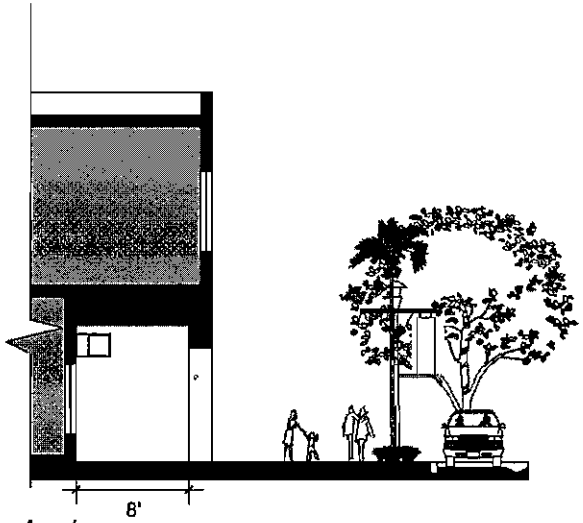
8.10 (cont.)
Articulation



Awnings, canopies and arcades should be used to enhance building facades and storefronts with color and dimension to provide shade for browsing and cafe seating, but such use should be coordinated to avoid a visually cluttered streetscape. The type of awning used and its form, materials and color should be consistent with the design character of the building to which it is attached. The height of all awnings above the sidewalk should be consistent, with a minimum clearance of eight feet provided between the bottom of the valence and the sidewalk. Awnings should be located between, rather than across, significant vertical features that make up the composition of the facade. The use of vinyl and plastic awnings is discouraged. If used, lighting for awnings should be from fixtures located above and designed and placed to enhance the appearance of the building. Awning color(s) should be compatible with the overall building color scheme and should be monochromatic.



Awning



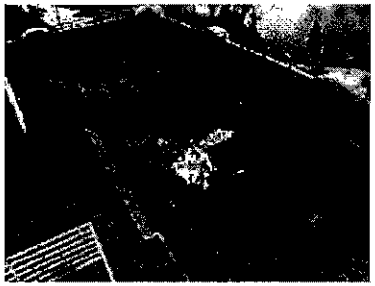
Arcade

Requirements

- ***Awnings, canopies or arcades shall be utilized on all commercial street frontages and shall provide consistent and continuous pedestrian protection from the elements, to the extent feasible.***
- ***Awnings or arcades shall have a consistent depth as those of neighboring buildings with a minimum depth of 6'.***
- ***Awnings and canopies may encroach the right of way by a distance of 8' and shall provide a vertical clearance of 8'.***
- ***Awnings, canopies, and arcades shall contain fans (or other devices or apparatus) to induce airmovement.***
- ***Arcades shall provide an unobstructed pedestrian pathway of at least 8'.***

Reference *8.2: Setbacks; 8.8: Shading*

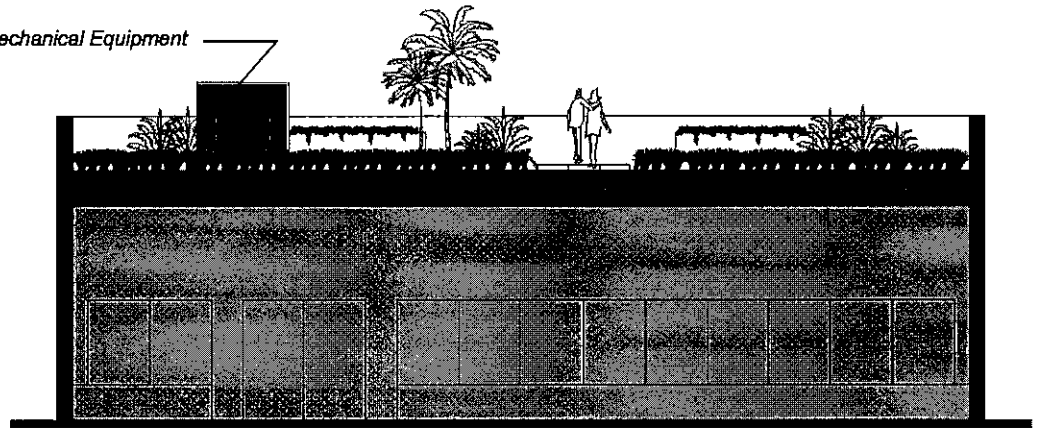
8.11 Rooftops



The MainStreet District allows more height than any other zoning district in the City, allowing for views within the district and to open spaces. However, this also allows views to adjacent buildings within the district and to those building rooftops. Unfortunately, rooftops are typically cluttered with unsightly service equipment, put there because it is considered out of view and to save valuable space on the ground. Rooftops should be designed in a way that they acknowledge their visibility from other buildings and from the street. Therefore, service equipment should be architecturally screened both from the street and neighboring buildings.

Given that development blocks (outside of required open space) do not carry a greenspace requirement, it is strongly recommended that "green" roofs be incorporated in the district. Green roofs may be either active or passive and are encouraged to be incorporated as elements of public open space. In addition, the use of green roofs will go a long way in meeting the green building requirements of the district, playing a large role in reducing stormwater runoff and heat islands.

To further aide in the reduction of heat islands, pitched roofs should incorporate light colored/high albedo materials. Roof overhangs should be ample to shade building walls and windows.



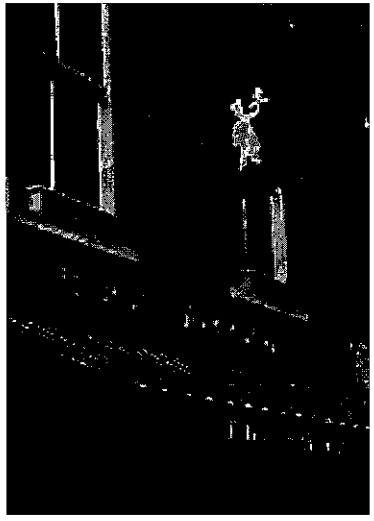
Requirements

- ***40% of all commercial and office buildings within the MainStreet District shall incorporate greenroofs.***
- ***Screen rooftop service equipment from view.***
- ***Use light colored/high albedo materials.***
- ***Roof overhangs shall be sized according to section 8.6.***
- ***Top level of all parking structures shall incorporate green rooftops on a portion of the top level.***

Reference ***8.8: Shading; 9.3: Stormwater Management; 9.7: Reduce Heat Islands***

8.12 Signage

Signs will play a major role in defining the overall character of the MainStreet District and should make a positive contribution to the overall visual character of streetscape and commercial areas. Signs should be of high quality materials and should be innovative and imaginative in design. These Standards provide appropriate examples and general techniques for creating quality signage and supplement the City's Land Development Code.



Given the pedestrian orientation of the District, signs should be primarily oriented to the pedestrian. Therefore, the majority of the District signage should be composed of wall, hanging, projecting and awning signs. A possible exception may be major retail anchors and office uses situated within the MS-P Sub-District and along the District's surrounding roadways, where signage visible to vehicles is important to the viability of these uses. In addition to signs restricted in the City's Land Development Code, roof signs are not allowed. Monument or ground signs should be minimal in number and placed with discretion at major entry points. Such signs shall be integrated into gateway features and shall be limited to general District announcement. In general, signs should be compatible with the building and the surrounding environment; should utilize quality materials; should be legible; and should be carefully illuminated.

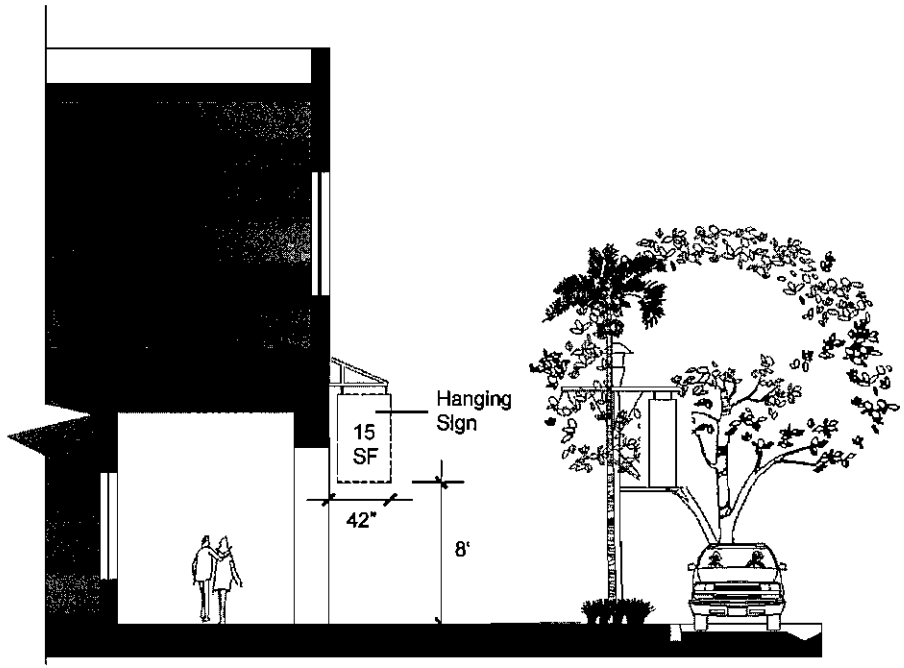
Well designed signs are effective tools to enhance storefronts and attract people. Signs should be appropriately scaled for the buildings on which they are placed and to the area in which they are located. Smaller buildings and storefronts should have smaller signage than larger buildings. The size and shape of the sign should be proportional with the scale of the building and should be integrated with and complement the design of the building. Given the close proximity of commercial and residential uses with the District, signs should be located so that they have little or no impact on nearby residential uses.

Sign materials should complement the building design and should be extremely durable. Materials and finishes can contribute to the signs legibility. Signs should generally utilize flat or matte finishes, as glossy finishes are often difficult to read due to glare and reflections. In addition, color plays a major role in the attractiveness and legibility of a sign. A substantial contrast should be established between the colors of the sign background and lettering. The use of too many colors should be avoided for the primary copy of the sign. Small accents of additional color can provide uniqueness but should be limited. Solid and void, such as a metal sign with cut-out copy can also be very effective in providing contrast.

8.12 (cont.) Signage

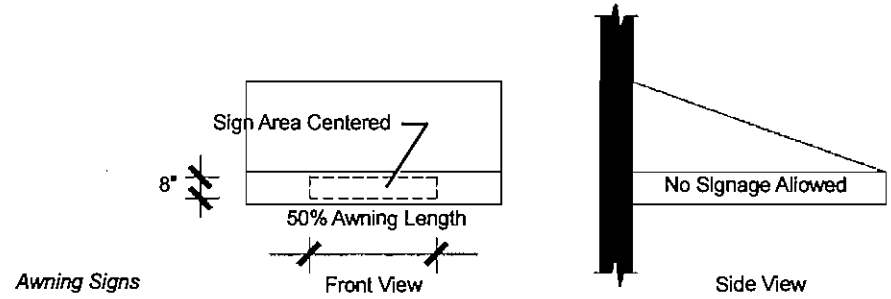
The message conveyed on the sign should be brief. Signs that use fewer words to convey a succinct message are easy to read and are visually more attractive than those with lengthy messages. In addition, letters and words should be appropriately spaced and the number of lettering styles should be limited.

Signs should be illuminated for legibility at night. Illumination should be accomplished by backlighting (solid letters) or from a projected light source (downlighting). Projected light sources and fixtures should be small and unobtrusive and should contribute to the overall character of the building. Special care should be taken to ensure that projected lighting does not spill over or produce glare for nearby residential uses or adjacent roadways.



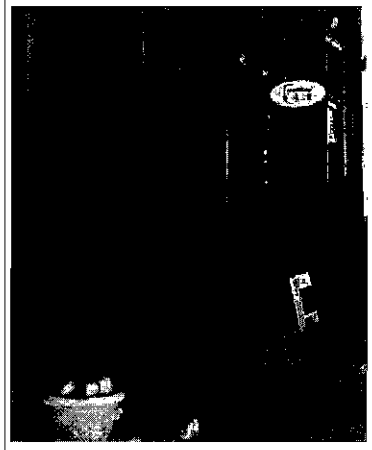
Hanging Signs

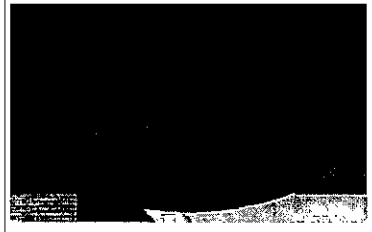
8.12 (cont.)
Signage



Awning Signs

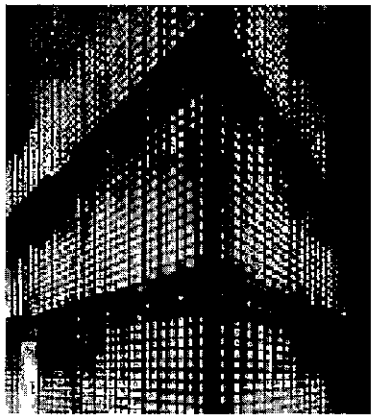
Requirements





- *Unless otherwise provided herein, refer to the City's Land Development Code for number and size of signs, as follows:*
  - *Residential Uses: Sec. 13-458 (d)*
  - *Commercial and Office Uses: 13-458 (e)*
- *In addition to ground or monument signs allowed for places of worship or community facilities, there shall be no more than 4 ground or monument signs within the District. Such signs shall be limited to overall district announcement as a whole and should not advertise individual establishments.*
- *Signs shall be generally oriented and scaled for the pedestrian.*
- *Lettering styles shall be limited to 2 per sign.*
- *Signs shall not obscure windows or other architectural features including window trim/moulding, grillework, piers, pilasters and other detail features.*
- *Wall-mounted signs on facias above storefront windows shall be sized to fit within friezes, lintels, spandrels and other similar features. Such signs shall be generally centered over storefronts and/ or primary entrances.*
- *Electrical transformer boxes, raceways and conduits shall be concealed from public view.*
- *Raceways shall be mounted internally behind the finished exterior wall.*
- *Signage on awnings shall be limited to the front valance drop. Such signage shall be centered, shall not exceed 50% of the front length of the awning and letters shall not exceed 8" in height. The vertical dimension of the valance drop should not exceed 12".*
- *Signage illumination shall not spill over or produce glare for nearby residential uses or adjacent roadways.*
- *Hanging and projecting signs:*
  - *shall be limited to one sign per storefront or building use;*
  - *shall provide a minimum vertical clearance of 8 feet from the top surface of the sidewalk;*
  - *shall not project more than 42" from the building facade;*
  - *shall be double faced and mounted at a 90 degree angle to the primary building facade; and*
  - *shall be limited to 15 square feet per sign face.*

8.13 Lighting



Architectural lighting should be utilized to highlight landscaping, signage, and special architectural features. Lighting should be used to create shadows and depth and highlight important architectural elements and building materials such as colored glass and perforated metal. Lighting in store windows should be used to encourage window shopping and other evening activities when stores are typically closed, but should not remain on throughout the night.

Exterior lighting shall be designed as an integral part of the building and landscape design. Lighting should generally be designed to include cut-offs to minimize the negative effects of lighting of the sky and should be located so as to minimize the impact of lighting upon adjacent buildings and properties, especially residential uses. In general, the location of lighting should respond to the anticipated use and not exceed the amount of illumination required by users. Illumination over an entire area or use of overly bright lighting is strongly discouraged. Lighting for pedestrian safety should illuminate changes in grade, path intersections and other areas along paths which, if left unlit, would cause the user to feel insecure.

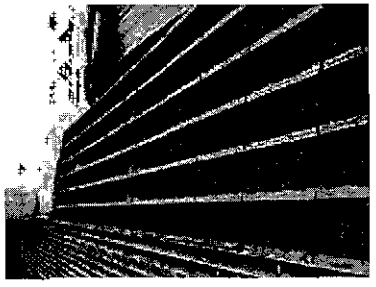
Recommended minimum levels of illumination along pedestrian paths between destinations is 0.5 foot-candles. At pedestrian destination points such as entryways, plazas and courtyards, lighting levels should typically achieve illumination of 1 foot-candle. The placement of light standards, whether for street lights or garden lights, should not interfere with pedestrian movement.

Principles

- ***Whenever possible, light second story windows to imply human presence and counter the appearance of desertion.***
- ***Decorative lighting shall be used to illuminate signs and uplighting to illuminate landscaping. Glare shields shall be used to reduce light spillover into pedestrian and vehicular areas and to reduce light pollution.***
- ***Use sconces and other architectural lighting to illuminate building entrances with warm light.***
- ***Illuminate signs, entrances, window displays and interiors at varying levels of brightness.***

Reference *9.6: Light Pollution*

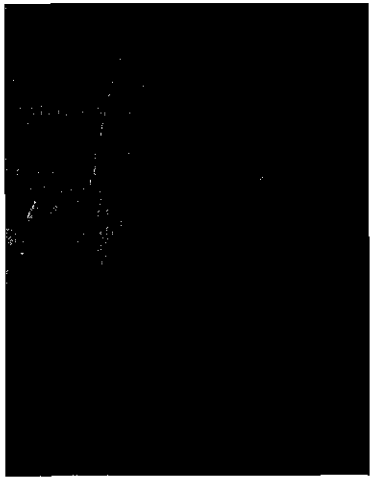
8.14 Parking



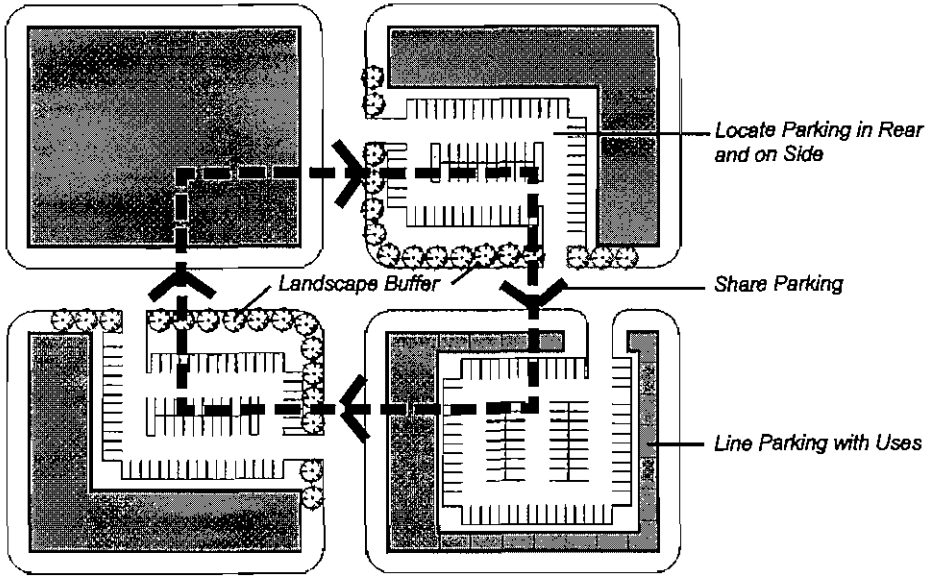
Parking garages are generally a necessary component of compact development. Unfortunately, they are sometimes developed at the detriment of pedestrian oriented street-level activity and multi-uses per block. It is important that their design be handled with care. The district encourages screening garages from public view by incorporating street level uses, lining edges along important streets with uses, and incorporating architectural or landscape screening elements on upper levels. Surface lots should be handled with the same level of care.

Additionally, because the District streetscapes provide on-street parking and promotes the use of alternative transportation modes, District parking requirements are generally reduced from those found in the City Land Development Code.

8.14.1 Shared Parking



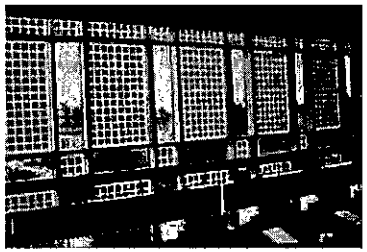
Because the MainStreet Project is focused on creating a pedestrian oriented environment, the development blocks are sized to provide an ease of pedestrian movement and to encourage residents and patrons to walk. These smaller blocks are sometimes problematic for large retailers, especially in meeting their standard parking requirements. Large retailers, typically associated with suburban development, are accustom to developing on large parcels of land where their parking requirements can be met with surface lots. For this reason, the district encourages the sharing of parking facilities among adjacent development blocks.



8.14.1 (cont.)
Shared Parking

In addition, the district promotes the overall reduction in parking requirements, for mixed-use developments, through the application of a shared parking analysis. Such analysis should utilize standardized data and follow the procedures of the Urban Land Institute Shared Parking Report, ITE Shared Parking Guidelines, or similar recognized procedures. These procedures account for mixed-uses that have different parking demand patterns and peaks and are able to use the same parking spaces throughout the day.

Requirements



Shared Parking

- *Utilize shared parking when possible.*
  - *Shared parking for residential units must be located within 300' of dwelling unit entrances they serve.*
  - *Shared spaces for other uses must be located within 500' of the principle building entrances, except that up to 20% of the spaces may be located between 500' and 1,000'.*

Parking Requirements (see Sub-District MS-P for special requirements)

- *Commercial/Office/Retail/Restaurant/Entertainment Uses: 3 spaces per 1000 square feet of gross leasable area*
- *Residential Uses: 1.5 spaces per dwelling unit*
- *Parking for all other uses and for the disabled shall be as provided in Section 13-398 of the City's Land Development Code.*
- *For all uses, perpendicular parking spaces shall not be less than 9'-0" in width and 18' in length.*
- *For all uses, parallel parking spaces shall not be less than 8' in width and 20' in length.*

Parking Screens

- *Screen parking garages and lots from public view. Blank, unarticulated walls shall not be permitted for parking garage facades that are not lined with uses. Such facades shall have architectural treatments designed to be compatible with adjacent buildings. Ramps, stairwells any other portion of a garage should be buffered with the use of decorative grilles and screens, landscaping, and other varied materials.*
- *Parking garages and lots on commercial streets:*
  - *Shall not front commercial streets.*
  - *Pedestrian oriented uses are required at street level.*
  - *Upper levels shall be lined with uses such as residential or office.*
- *Parking garages and lots on residential streets:*
  - *Lining with active uses is required along residential canals. It is encouraged on other residential streets.*
  - *When garages and lots are not lined with uses, they shall be screened through the use of architectural treatment or landscape buffers.*

8.15
Service Areas and Refuse

To minimize the impact of service areas and site-related infrastructure on the aesthetic character of the MainStreet District, service areas, garbage receptacles, utility meters and mechanical and electrical equipment should be screened from public view and located for convenient access by service vehicles. Trash collection should be designed for from a side street, alleyway or parking area, to avoid collection trucks needing to maneuver in busy roadways.

Screening of these areas should be integrated into the overall building and landscape design. Trash enclosures shall be integrated to minimize visibility and accommodate truck access. Enclosures shall be constructed of durable materials and the color, texture, and architectural detailing shall be consistent with the overall site and building design. All structural screening should be supplemented with landscaping. Roofs of enclosures should be designed to complement the project buildings' roof style and colors.

Lighting of outdoor service, loading and storage areas should be the minimum necessary for security purposes and should be designed and directed so as not to create glare or lighting impacts at the street or on surrounding properties. A minimum one foot-candle at ground level should be designed and located as low to the ground as possible.

Requirements

- ***Service areas, garbage receptacles, utility meters, mechanical and electrical equipment shall be screened from public view.***
- ***Lighting levels shall be one foot-candle and shall be located to avoid light pollution.***

Reference *9.6: Light Pollution*

8.16 Attached Housing

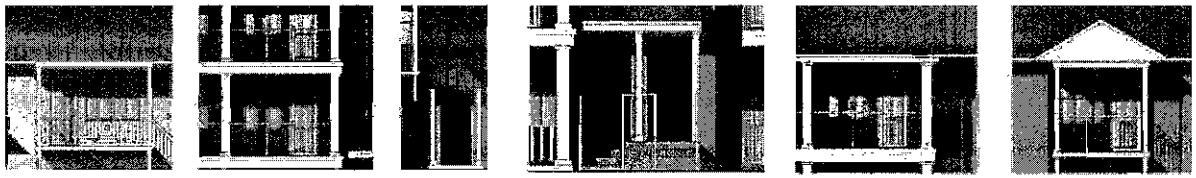
Attached residential buildings should be oriented to the street and/or canals (in the case of higher densities and taller buildings, they should be oriented to take advantage of open space vistas). This includes common main entrances, individual entrances and front doors, and windows of major interior rooms. Front entrances and common lobbies should be well lit and easily accessed from the street with walkways

Off-street parking should be located in the rear or on the side of buildings and should not occur between buildings and the street. When parking is not provided within a common lot or garage, it shall be provided by an enclosed garage or screened parking area and accessed from a rear alleyway. Garages and accessory structures shall have a minimum setback of 5'.

Individual units within large buildings should be articulated through roof forms, front porches or stoops, overall massing, and material details/changes.

8.17 Affordable Housing

Affordable workforce housing should be provided, to the greatest extent possible, within the MainStreet District to act as a component of a sustainable downtown. Property owners are encouraged to include affordable workforce housing within a residential or mixed-use project. If a property owner is unable to achieve affordable workforce housing as a part of the project, then the property owner shall be subject to the City's Affordable Housing Impact Fee. Efforts shall be made to provide affordable workforce housing for those residents who live and work in the district or in the City.



SUSTAINABLE AND GREEN COMPONENTS 9

SUSTAINABLE AND GREEN COMPONENTS

"Sustainability" is the ability of a system to maintain itself with only the sunlight, air and water naturally entering its boundaries. It does not exfiltrate waste or deplete resources of adjacent systems. This is a very ideal standard which is a good goal but impossible to meet in the truest form of the definition.

"Green" is an adjective modifier used to indicate that a project has achieved certain characteristics that indicate it has minimized its consumption of natural resources in comparison to the average project. While this is not as noble of a concept as Sustainability, it is more achievable in the current market.

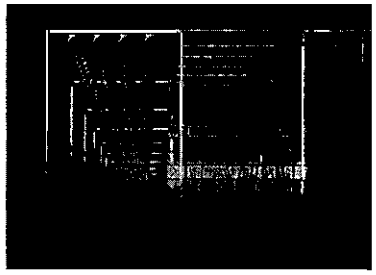
Environmental Resources in South Florida are being consumed at an exponential rate. Anyone with a basic understanding of the American economy, (supply/demand), can see that as the demand for resources increases and the supply decreases, costs will rise. The building industry is the nation's largest manufacturing activity, representing more than 50 percent of the nation's wealth. In addition, buildings account for one-sixth of the world's freshwater withdrawals, one-quarter of its wood harvest, and two-fifths of its material and energy flows. Outside of the project boundaries, buildings impact stormwater systems, air quality, and transportation patterns of communities. It is Coconut Creek's desire to conserve our supply of natural resources and to minimize the demand for these resources. By setting these goals of sustainability, the City is taking steps to build value into the properties (durability, low operation and maintenance costs and high salvage value), the residents (better quality of environment, desirable amenities), the companies (higher productivity per employee, lower operating costs, lower employee recruiting costs) and the community (need less infrastructure, less overhead required to manage, deplete less finite resources and help investors attract other buyers).

It has been demonstrated by the 2004 "Costing Green: A Comprehensive Database and Budgeting Methodology" study by Davis Langdon Adamson, that producing a Green building is not more expensive than a non-green building. Their study included classrooms, office buildings, multi-level parking structures, theaters, sport facilities and other types of structures. It included modifiers for geographic location and rural vs. urban considerations. The study compares 138 buildings – 93 non-LEED and 45 LEED seeking. The end analysis shows no statistical deviation between the LEED and non-LEED samples.

Requirements

- ***All Buildings in the MainStreet District shall be at a minimum, LEED certified by the USGBC United States Green Building Council. Amendments to the LEED requirements will be enforced at the time of site plan review.***
- ***The City's site plan review application process shall dictate the necessary documentation for LEED enforcement at time of site plan review.***
- ***All projects in the MainStreet District shall contain a conspicuous display of green and sustainable technology which shall act as a social, educational, and artistic element to the district.***

9.1 Education Campaign



In order to create a Green Community, the City must take an active role of leadership. This leadership must include both setting the standards for Sustainability and making any new public buildings on this site Sustainable. The City must teach, model and encourage the desired performance, so that the private development can respond appropriately.

The education effort involves several different approaches in order to unify the community. First the definition of Sustainability must be consistent throughout the community. This is accomplished through public policy. All tangible benefits pertaining to all stakeholders need to be defined and communicated in order to effectively promote sustainable building on a large scale. Definition must be given to Sustainable Development of the community at large vs. the very focused goals of creating a Sustainable Building. The education must be simple and consistent in order to minimize cost and unproductive opposition. By educating the community on the achievability of the expectations the City will lessen developer risk and facilitate development.

The first goal is to create a definition a green building for this project. Parts of the definition could include references to voluntary consensus based standards such as USGBC's LEED and FGBC's Green Commercial Building Standard Version 1.0. In addition, the Green Building goals must be defined as well as Green Community and Site goals. These community and site goals could include basic land use, transportation programs to minimize traffic concerns, and infrastructure investments such as greywater systems for irrigation, high efficiency central cooling plants.

The second goal is to create a community awareness of the benefits of this program. When the community unifies as stakeholders of the system, the implementation and maintenance of the program will require less "policing".

Finally, current codes and ordinances should be reviewed to determine if there are any policies in place which inhibit green practices

These efforts will subtly move sustainable building efforts to the point where they become common, everyday practice in the Coconut Creek MainStreet Development. The following recommendations will streamline the process of getting the implementation started.

The first recommendation is for the City to adopt a sustainable building policy for all new City funded construction projects in the area to be LEED certified by the US Green Building Council.

9.1 (cont.)
Education Campaign

Once a common foundation has been established by the Standard, the City should review codes, regulations and other requirements that pertain to the building industry. The purpose of this would be two-fold: 1) To identify codes that are perceived barriers to sustainable building and clarify that they are not real barriers; 2) To identify, evaluate and recommend appropriate changes to codes which conflict with sustainable building. For example, the use of greywater is currently not allowed for water closets. This should be studied and possibly modified in order to allow more potential green efforts.

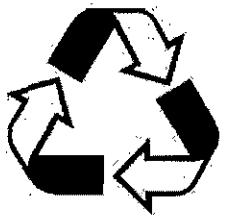
In addition to ensuring that regulations do not impede sustainable building efforts, the City could provide the industry with the tools to put sustainable building ideas into action. One method is to create an area on the City's website with useful information such as a Resource Center to make information more accessible to those conducting research on green building products, technologies and practices. A wealth of information about sustainable building already exists but is scattered among hundreds of companies, agencies and other organizations throughout the world. One-stop-shopping for this information is an item that is strongly recommended.

Education and outreach is also key to getting sustainable building into the mainstream. Workshops, seminars, and other education of City staff (e.g. building inspectors) and industry professionals need to continue and expand. For many, this education will be an introduction to sustainable building ideas, while for others it will provide the latest information to continually do better.

Marketing sustainable programs is vital to their success. The marketing campaign should create a "brand" or identity for sustainable building to incorporate this concept into everyday life for the building industry and the general public. As part of the marketing effort, the City should recognize, reward and publicize outstanding projects.

Finally, to keep pace with constantly changing technologies and regulations, and to continually raise the bar, the Standard's performance guidelines should be evaluated and modified on a biennial basis. At some point, sustainable building may become so mainstream that the Standards will not be necessary. In addition, if the other City initiatives, such as the educational program, are successfully implemented, they too should be assessed biennially to determine whether they should continue, be modified, or replaced with new initiatives. Again, once sustainable building becomes more accepted and practiced, many of the City programs may be retired.

9.2 Recycling/ Waste Management



Recycling is a LEED prerequisite

Recycling is a system of collecting, sorting, and processing solid waste and other discarded materials for use as raw materials in the manufacture of new products. As indicated by the three arrows on a recycling symbol, recycling is a three-step process that includes:

- Collecting and separating materials,
- Manufacturing and reprocessing, and
- Purchasing of recycled content products.

Coconut Creek citizens are generating trash every day. American businesses generate enough paper to circle the earth 20 times. Recycling materials, instead of landfilling them, extends local landfill life, preserves natural resources, reduces pollution, and saves energy.

Broward County has the 3rd highest cost for waste disposal in the state. The current rate is $13.25/cuyd, and is reviewed annually in September. Most communities are able to produce large enough volumes of recyclable materials to minimize or offset the additional Cost of adding the recycling service. This additional Cost is offset not only by the revenue received from recycled materials but also from the reduction in waste disposal Costs as volumes are diverted from landfilling to recycling.

9.2.1 Commercial Recycling

Business owners provide on-site recycling opportunities to their employees in much the same way that the City could provide this opportunity to single-family homes through curbside recycling. As is the case with the City's curbside program, the participation of each employee/tenant is voluntary. The business shall recycle a minimum of two materials listed below or other non-listed materials that are approved by the **City's Public Works Department at (954) 973-6780 or All-Service Refuse (954) 583-1830**:

- Aluminum cans
- Tin/Steel cans
- Glass bottles
- Plastic containers
- Newspaper
- Corrugated cardboard
- Mixed office paper

The City reserves the authority to add or delete other materials to the above list.

Requirements

- ***Institute a Commercial and Multi-Family Recycling requirement that all multi-family communities with 100 or more units and businesses with 100 employees or more, or buildings with an aggregate of at least 100 employees that have a single garbage collection service, shall establish an on-site recycling program and recycle a minimum of two designated materials listed above.***
- ***Businesses shall recycle a minimum of 2 materials.***
- ***All business owners in the MainStreet area must provide a Recycling Plan to the City of Coconut Creek within 14 days of beginning operations.***

9.2.2 Home Recycling

The production as well as the disposal of everything we throw away has a cost, both for the consumer and the environment. Raw materials and energy had to be used to make the products - some from renewable sources and some not. This is just the first cost. The second cost is the price of going to landfills. And there is a less considered third price of potential land, air, and water pollution from the toxins our garbage often contains. Landfill space is quickly vanishing. Pollution levels are increasing. Reduction, reuse, *and* recycling on everyone's part can positively impact our resources and environment.

Using recycled content (as opposed to new/raw) materials provides approximately 50% energy savings and 85% reduction in industrial air pollution. And using recycled materials can also conserve approximately 50% in industrial water use and reduces industrial water pollution by about 40%. This also reduces demand on our virgin/raw materials and resources. For example recycled paper can reduce the demand for virgin wood pulp by approximately 40%, as well as realize reductions in energy and water use, and air and water pollution.

The easiest, least expensive, and safest ways to reduce these impacts are to produce less, use less, reuse more, and recycle everything we can. Of the millions of tons of garbage Americans produce each year it is estimated that more than 70% of it could be recycled. For example, Americans spend more on food packaging in a given year than American farmers receive in net income. Buying bulk items and products with little or no packaging, sometimes called *precycling*, can reduce what goes into the waste stream in the first place.

The City currently offers a recycling program, with curbside pick-up of newspaper and co-mingled items (paper, glass and plastic) for single-family homes.

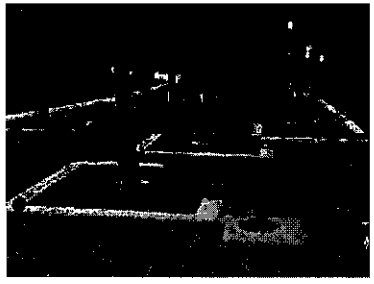
The most common things Americans throw away are glass, aluminum, paper, and kitchen and yard waste (often called organic waste). The importance of recycling becomes apparent when we think of just a few of the impacts. For instance, the energy saved by recycling one glass bottle will light a 100-watt bulb for four hours. An aluminum can in a landfill wastes as much energy as it would if you filled it half-way with gasoline and poured it out - and it will still not be decomposed after 500 years. If everyone in the U.S. recycled just 1/10 of their newsprint, we would save the equivalent of 25,000,000 trees each year. Composting organic waste is not only good for soils, this waste accounts for about 70% of the average American's garbage.

The County accepts household quantities of home chemicals for disposal and recycling. The Center is open at selected published times to collect materials such as paint, motor oil, garden chemicals, pesticides, and cleaning chemicals. The facility is not designed to accept waste from businesses. To use the facility you must be a resident of the County.

Benefits from participation in the recycling program include lower waste collection costs.

9.3 Stormwater Management

9.3.1 Pervious Materials (LEED Sustainable Site Credit 6)



It is preferred that new development in the District will limit disruption of natural water flows by minimizing storm water run-off, increasing on-site filtration and reducing contaminants.

Flash flood conditions reveal that impervious surfaces such as asphalt and concrete add dramatically to stormwater runoff problems: erosion, pollution of surface waters, and downstream flooding. For most high traffic road surfaces, impervious asphalt and concrete pavement are the best options. But for parking areas, low-use driveways, utility access roads, pedestrian walkways, fire lanes, and highway shoulders, there are many advantages to materials that can absorb surface water rather than shedding it. Also, in keeping with the "cool communities" effort to reduce heat absorbing and radiating surfaces, pervious materials are a smart choice over concrete and asphalt surfaces. These products can cost from 10 to 40 percent more than asphalt surfaces on a first cost basis. The cost is mitigated when additional costs of processing stormwater runoff are factored into the comparison.

In communities similar to Coconut Creek, the public response has been good; more product exposure is needed. Pervious paving areas facilitate groundwater recharge. Pervious paving can accept runoff from roofs and adjacent parking areas and allow it to infiltrate the ground. It can also reduce the need for curbs and gutters as drainage features. Materials such as gravel, crushed stone, open paving blocks or pervious paving blocks minimize runoff and increase filtration for driveways, parking areas, walkways, and patios. Some pervious paving options can retain turf and carry autos and trucks evenly without creating tracks or other signs of heavy traffic wear.

Many pervious surfaces that receive vehicle traffic require a clay-type roadbase subgrade. The road-base material could slow water percolation in heavy rains and cause over-saturation above it, leading to puddles or runoff. It is best to select a pervious paving material that can use the most porous sub-base. Care should be taken during installation to minimize excessive soil compaction. Additionally, a turf-covered pervious surface can be problematic for high-heeled shoes, and can stay wetter after rains because of grass heights. A compromise approach is to retain a small impervious walkway next to vehicle loading and unloading areas.

Pervious materials may cost more than asphalt, possibly less than concrete. However, higher costs can be recovered in areas with underground utilities because pervious materials are easier to remove and replace than asphalt. Pavement replacement is simplified, and expensive measures such as asphalt cutting and patching are eliminated.

Requirements

- ***Use pervious materials for small, low-use parking areas, low-use driveways, utility access roads, pedestrian walkways, fire lanes and highway shoulders when feasible.***
- ***Use pavers, blocks and soil stabilization products with recycled content.***
- ***Utilize aquascaping as a fundamental component of water feature design.***

9.3.1 (cont.)
Pervious Materials: Installation

9.3.1 (cont.)
Pervious Materials: Grass Requirements

Pervious paving will function best with a similarly porous subgrade. This can be difficult given the soils in many areas and the compaction that may occur during the construction process. Contractors will need to take special precautions to prevent excessive compaction of the soil during the installation process.

Sediment should be prevented from filling the pore spaces of the paving blocks during and after installation or the pervious nature of the finished product will be diminished.

Certain systems interlock and thereby avoid ruts, cracking, or settling in heavily traveled spots. The interlocking feature allows for use by heavy equipment such as fire trucks and other emergency vehicles.

Some pervious paved areas may use interlocking pavers that have open spaces, which allow grass to grow in the openings. This creates a surface combining good load-bearing capacity and large pervious openings.

A sub-base consisting only of sand and gravel will have less ability to support grass roots growing into it. This restricts the grass root zone primarily to the topsoil directly above the sub-base, and can be subject to more rapid drying out in drought conditions. Including soil in the mixture of sand and/or gravel will permit better growing conditions for the grass.

Cultivation of grass in interlocking pavers will be most successful in medium to low traffic areas.

Paving systems that have distinct ridges above the soil level can prevent the crown of the plants from being crushed.

Proper maintenance of permeable paving includes periodic vacuuming of the paving with street-sweeping equipment to remove sediment buildup.

9.3.2
Aquascaping

Aquascaping shall be incorporated as a fundamental component of water feature design. Aquascaping is the practice of using aquatic plants to landscape in and around water. While it's main purpose is to beautify, it also serves to catch, trap and filter pollutants within water runoff, aides in controlling erosion of water body banks and also helps to deter the spread of invasive non-native plants. Aquascaping can attract wildlife and increase wildlife habitat in urban areas. Aquascaping shall incorporate a wide range of native plants. Non-native species are prohibited. Given that canals are intended to act as urban streetscapes, aquascaping is not required.

9.4 Reduced Site Disturbance (LEED Sustainable Site Credit 5)

The MainStreet District seeks to preserve and create communal greenspace and water bodies that contain indigenous flora/fauna. In addition to managing stormwater runoff, it is recommended that compliance with LEED Sustainable Site Credit 5 be required.

9.4.1 Site Protection

Preserving the natural elements of the site is important. In Green Building projects, the site is considered first and evaluated for all characteristics. The site has a crucial role in future performance of the building and enjoyment of occupants. Preserving native vegetation can greatly reduce water and pesticide use, and large existing trees add to property value. A recent study determined that one city's urban forest contributes $133,600,000 annually in real benefits. These benefits affect air quality, stormwater run-off mitigation, and direct energy savings from trees.

The protection of trees and shrubs can provide wind and solar protection for on-site buildings. Using indigenous vegetation also reduces the amount of energy and water needed to grow and transport materials. By maintaining habitat for native species a crucial environmental balance can be preserved.

Keeping natural grades undisturbed can minimize erosion and water pollution. There are several ways to minimize the adverse environmental impacts related to site work.

General climatic data (temperature, humidity and wind patterns) should be analyzed in conjunction with specific site elements (i.e. topography, vegetation, water conditions on-site, existing built forms, natural drainage patterns) in the selection of building location, orientation, form, envelope construction, and size and location of apertures.

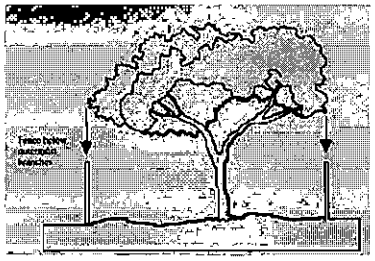
Consideration should be given to mapping the individual elements discussed above on overlays to get a composite view of their effects for making design decisions.

Planned Green Space measures are being considered to promote wildlife habitat and tree preservation.

Requirements

- ***Comply with LEED Sustainable Site Credit 5.***

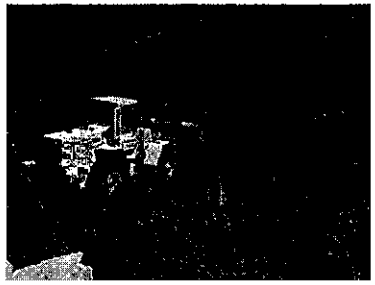
9.4.2 Tree Protection



The existing cypress dome shall be protected. Much of the site is tomato farmland and does not have trees. Existing trees in the other areas need to be examined for quality, health and native vs. invasive species. Usually, existing trees should be viewed as valuable natural and aesthetic resources that are not readily renewable. They provide substantial shading values since a large part of Florida cooling loads is due to solar radiation. Not only do they reduce cooling loads, but they reduce the heat-sink impact on paved areas. A survey of the existing trees could be required prior to development with an instruction to relocate or to be protected during construction.

If a tree is to be protected during construction, provide tree protection in compliance with the existing Coconut Creek requirements.

9.4.3 Earth Work



Topsoil is a valuable living ecosystem that should not become mixed with subsoil or other materials. If topsoil is stripped during construction, it should be stockpiled for reuse on the site. Bare topsoil should never be allowed to wash off the site. Topsoil should be piled carefully, clear of all pollutants. The foot of the pile should be diked to prevent erosion and creepage. Slopes should be covered with mulch or seeded with annual grasses if a growth season is likely to occur during the life of the stockpile.

Recycled concrete should be considered for use as backfill material. In addition, recycled concrete is an acceptable substitute for quarried stone aggregate in nearly all site applications. It can be used as subgrade or base course for roads, embankments, and retaining structures.

Site slope modification should be avoided in order to reduce soil erosion and increase infiltration. When modifying drainage, preference should be given to sheet flow rather than concentrated flow. Provide swales and temporary on-site areas, so that rainwater and roof run-off can be absorbed on-site.

Requirements

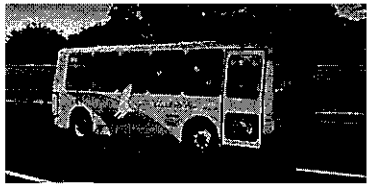
- ***Protect the exisitng cypress dome.***
- ***Protect exisitng trees in compliance with Coconut Creek requirements.***
- ***Stockplie and reuse exisitng topsoil.***
- ***Use recycled concrete as a backfill material and as subgrade to the extent possible.***

9.5 Alternative Transportation (LEED Sustainable Site Credit 4)

The US currently has an estimated 200 million of the 520 million cars worldwide. Reducing the use of private automobiles saves energy and avoids environmental problems (air pollution, oil extraction and petroleum refining). Parking lots have a negative impact by increasing stormwater run-off and heat island effects. The new development will seek to minimize pollution and land development impacts from automobile use.

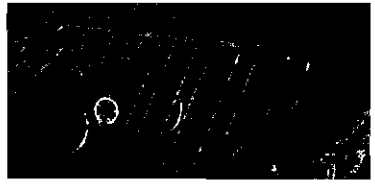
Bicycling and Walking exposes people to the community, encouraging interaction among neighbors and allowing for enjoyment of the area in ways that are not possible from cars.

9.5.1 Mass Transit



Hybrid Bus lines will be extended into the MainStreet development. It is our understanding that the previous electric busses operated by the city are difficult to maintain since the manufacturer has become extinct. Broward County has loaned the City several traditional busses for temporary use. It is the intent to purchase new hybrid busses from a more reliable manufacturer. Hybrid Vehicle refueling stations should be placed within the MainStreet development for the busses and also to facilitate private electric vehicle usage.

9.5.2 Bicycle and Canoes/Kayaks



Bicycle securing stations and Bicycle paths will be planned throughout the MainStreet area. Business Owners/Developers are required to provide bicycle securing points (as streetscape components) and encouraged to provide changing/shower facilities for use by cyclists. The current intention is to provide bicycle paths and Kayak waterways to increase small-scale access to the core of the MainStreet.

Requirements

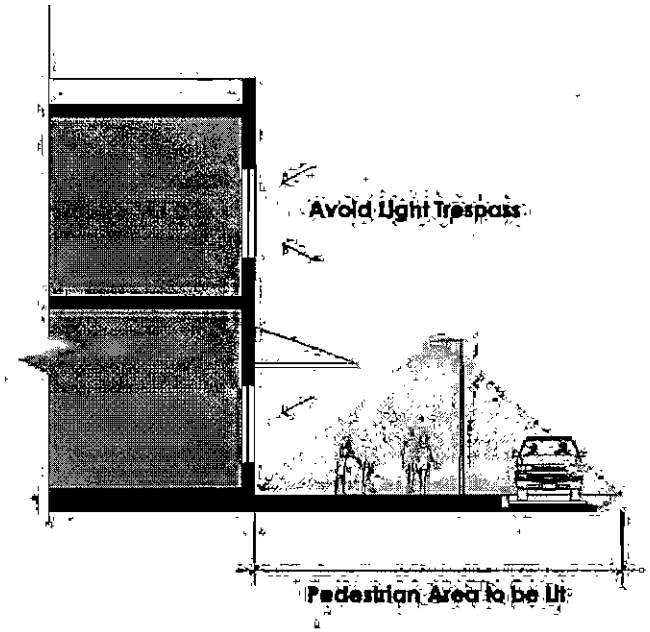
- ***Provide electric vehicle refueling stations as defined by LEED.***
- ***Provide bicycle racks as defined by LEED.***
- ***Provide hybrid bus service to future rapid transit developed along State Road 7.***

9.6 Light Pollution (LEED Sustainable Site Credit 8)

The District seeks to eliminate light trespass from building sites and improve the night sky access. It also reduces the development impact on noctumal environments. Reduced light pollution creates substantial energy savings over the lifetime of the building

Street lighting should maintain safe light levels while avoiding off-site lighting and night sky pollution.

New developments shall meet LEED Sustainable Site Credit 8 by not exceeding the Illuminating Engineering Society of North America (IESNA) footcandle level requirements as stated in the Recommended Practice Manual; Lighting for Exterior Environments, AND designing interior and exterior lighting such that zero direct-beam illumination leaves the building site. This requirement shall not take precedence over other City interests, such as security, wayfinding, etc.



Requirements

- *Comply with LEED Sustainable Site Credit 8.*
- *Provide "full-cutoff" luminaires.*
- *Keep light poles low and space more closely.*
- *Focus light downward.*

9.7 Reduce Heat Islands (LEED Sustainable Site Credit 7)

The goal of this recommendation is to reduce heat islands and minimize the impact on microclimate and human and wildlife habitat. Traditional dark non-reflective surfaces for parking lots, roofs, walkways and other surfaces absorb solar radiation and radiate it back to surrounding areas. In some urban areas, this has contributed to artificially elevating the ambient temperature by 10 degrees. This increases local HVAC equipment cooling energy consumption. This effect can be mitigated through the use of shading and the use of light colored materials that reflect the solar radiation.

As discussed in the building section of these Standards, it is strongly recommended that "green" roofs be incorporated in the district. The use of green roofs will play a large role in reducing stormwater runoff and heat islands.

Public Sidewalks shall comply with the LEED requirements for this credit. New developments providing sidewalk/walkway connections to the public walkways must meet the standards provided in the Standards.

Public structures shall meet LEED Sustainable Site Credit 7.1 and 7.2. It is encouraged that new developments provide light colored roofing in accordance with the LEED credit.

Under building parking is also encouraged in certain applications.

Requirements

- ***Public Structures shall comply with LEED Sustainable Site Credit 7.1 and 7.2.***

Greenroofs shall provide the following:

- ***Use light colored/high albedo materials (reflectance of at least 0.3) and/or open grid pavement for at least 30% of the site's non-roof impervious surfaces, including parking lots, walkways, plazas, etc.***
- ***Place a minimum of 50% of parking spaces covered by parking structures.***
- ***Use an open-grid pavement system (less than 50% impervious) for a minimum of 50% of the parking lot area.***

In addition, provide one of the following:

- ***Use ENERGY STAR compliant and high emissivity roofing (at least 0.9) for a minimum of 75% of the roof surface.***
- ***Provide a green (vegetated) roof for at least 50% of the roof area. Combinations of high albedo and green roof can be used providing they collectively cover 75% of the roof area.***

9.8 Water Conservation

The presence of water to sustain life is critical. People can live without electricity and fossil fuels, but they cannot live without water. 97% of all the Earth's water is in the oceans, 2% is frozen at the polar caps, and 1% sustains animal/plant life on land. A community that can conserve water will be well positioned for adapting to the future.

Water is the only utility that the City administers. It is anticipated that in general Utility Rates for potable water are expected to escalate in the coming years as a result of over consumption and finite resources. Each year brings more drought and although South Florida has one of the highest annual rainfall rates in the country at over 60 inches per year, most of that is received in one or two unwanted short burst periods.

Native Landscapes have lower irrigation requirements and tend to attract native wildlife, including birds, mammals, insects, creating a site that is integrated with the natural surroundings. This will be a departure from the existing usage. Native plantings require less fertilizer and fewer pesticides, thus impacting water quality.

It is the intention is to provide Native plantings and Water Efficient Landscaping in public Greenspace areas. The intention is to limit the use of potable water for irrigation. At the current time a quantity has not been determined, but the intention would be to use Recycled Site Water for Irrigation of the community plantings.

Public Buildings and restrooms will employ the use of Innovative Wastewater technologies such as low flow fixtures and waterless fixtures where possible. Current Codes do not allow for the use of greywater or blackwater systems. Lower water usage will result in lower water connection fees.

There is reclaimed water available at the local water plant. This reclaimed water is suitable for irrigation and possibly "HVAC process" purposes only. Research will need to be performed to determine the cost of extending supply lines to the site. There is a study currently underway to analyze some of these possibilities.

Requirements

- ***Comply with LEED Water Efficiency Credit 1.***

9.9 Building Requirements

As previously stated, all buildings in the MainStreet District are required, as a minimum, to be certified by the Florida Green Building Coalition (FGBC) or LEED certified by the United States Green Building Council (USGBC).

9.9.1 Sustainable Site

Sustainability starts at the project site. The essence of Sustainability is that only the water, air, energy, and other elements entering a site are consumed by the site. While this is somewhat unattainable, there are reasonable steps which can be taken to minimize the negative impact of one site onto another. The goal is to minimize this impact when the building is sited, constructed and operated. This will preserve as much of the natural ecosystem as possible on an ongoing basis.

9.9.2 Materials and Resources

The goal of these requirements is to reduce waste. Proper use of resources minimizes waste, requiring less landfill space and minimizes the need to extract additional resources from the lithosphere for use in the biosphere. Additional goals include using local resources so that transportation costs are lowered by minimizing the need for fossil fuel powered transportation in delivery.

Principles

- ***Control Erosion to reduce negative impacts on water and air quality.***
- ***Maintain a high density in the MainStreet area to foster the urban development goals. Plan for a minimum density of 60,000 square feet per acre.***
- ***Reduce the development of land into parking lots. Parking behind, on the side and underneath buildings is required. Land usage shall primarily be either for buildings or greenspace.***
- ***Encourage the use of Local Materials. Using locally harvested and locally manufactured materials reduces the impact of transporting the goods and improves the local economy.***
- ***Increase Resource reuse and Construction waste management. The majority of the site has no existing development to reuse. Before construction begins develop a waste management plan. Divert and recycle a minimum of 75% of waste material by weight.***
- ***Encourage the use of Materials with Recycled content. Reduce the amount of materials removed from the lithosphere and placed into the biosphere. By using materials with recycled content, there is less need to extract more resources for manufacturing.***

Reference ***9.3: Stormwater Management; 9.5: Alternative Transportation; 9.6: Light Pollution; 9.7: Heat Islands***

9.9.3 Water Efficiency

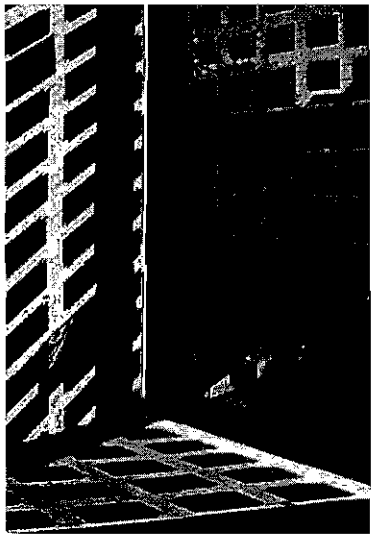
Water is the critical resource of the future. As stated in the Water Conservation section, water is the only utility that the City administers. It is anticipated that in general utility rates for potable water are expected to escalate in the coming years as a result of over consumption and finite resources.

The City will bear the cost of increasing the water production capacity of its plants at some future date when the community's demands exceed the capacity. To minimize the costs encumbered in this situation, it is recommended that fairly simple water conservation techniques be implemented on a large scale.

Principles

- ***Encourage the installation of waterless urinals. This technology is low tech and very common. Primary draw backs are attributed to smells associated with the lack of cleaning the surrounding area. Research has shown that there are many successful installations, including the "Miami Dolphins" Stadium.***
- ***Encorage the installation of fixtures that reduce the use of potable water. Install Fixtures that meet LEED Water Efficiency Credit 3, by reducing the aggregate water use of the facility by 20% less than the baseline building, after meeting the Energy Policy Act of 1992 "fixture performance"requirements.***
- ***Encorage the installation of technologies to reduce potable water demand. Use Infrared occupancy sensors and metering technologies accomplish these goals.***
- ***Encorage the installation of Innovative Wastewater Technologies that will reduce the use of potable water for sewage conveyance. Innovative Wastewater Technologies in compliance with LEED Water Efficiency Credit 2, or use reclaimed water for sewage conveyance or cooling tower make-up.***
- ***Discourage the Use of Ventless Clothes Dryers. This technology has two drawbacks for South Florida. 1) A portion of the water removed from clothes in the dryer is introduced into the interior space. South Florida already struggles with a continual challenge of de-humidifying ambient air to prevent mold/mildew problems inside buildings. Introducing moisture into the space will further aggravate the problem. 2) The "recirculated air" that carries the moisture away from the clothes is cooled by potable water. This process causes the entrained water to condense and be removed by down a drain. This is problematic in that this is a tremendous waste of potable water. The reason is because the average potable water temperature in South Florida is substantially higher than the rest of the country, so that it will take more than the design flow rate to effectively cool the device.***

9.9.4 Energy Conservation



Buildings in the United States consume greater than 30% of the total energy load and about 60% of the nations electricity. Currently, on a large scale, Energy is derived from either fossil fuels such as oil and coal, natural gas, nuclear fission, or hydroelectric generators. In Florida, most power plants are coal fired, with a few nuclear plants such as Turkey Point in the Miami area. There are dangers associated with nuclear power as well as coal fired plants. Coal fired utilities produce at least one third of total emissions of nitrogen oxides, (a major contributor of smog), and 2/3rds of all emissions of Sulfur Dioxide, a key element in Acid Rain. The combustion of coal to produce electricity is the largest generator of fine particles in the United States. These fine particles penetrate deep into the lungs of humans and cause cancer and respiratory illnesses.

One definition of Potential Energy is defined as mass x gravity x height (U=mgh). Hydroelectric Power is generated by converting the potential energy of water at a high elevation, (One side of the dam), into electricity when it travels through the turbines as it changes elevation and trickles out the other side of the dam. Since there is very little elevation change across the state, there is very little opportunity for hydroelectric power.

Solar power is still more expensive than traditional power. Because it is difficult to mass-produce, it is more effective on smaller continuous loads. Technology to use solar power for water heating and remote site lighting is very common, and should be used when applicable.

As a result of the difficulty in finding simple energy sources, it is a better approach to focus our efforts on conserving energy. The following recommendations focus on energy conservation for buildings in the MainStreet area, such that impact to our current utilities are minimized, resources are not over consumed and future operational costs are minimized so that value is built into the community.

9.9.4 (cont.)
Energy Conservation

Requirements

- *Commissioning is encouraged for all buildings. This is a process that ensures that all building systems perform interactively according to the contract documents. While each component purchased can be viewed as a commodity that has been tested thoroughly at the manufacturer's plant, the combination of systems for each building is unique. The benefits of fine-tuning the systems at start-up are that the energy savings are maximized, and the maintenance costs are minimized. It is estimated that commissioning increases energy efficiency by 5 to 10%. (On a 50,000 sq. ft. building, this could equal ~ $5,000 per year). Commissioning should be in compliance with LEED Prerequisite 1.*

- *Maximize Overall Building Efficiency. Buildings must exceed the minimum level of energy efficiency of the Florida or Building code, or ASHRAE Standard 90.1, whichever is more stringent by 10% Calculation method shall comply with LEED Energy and Atmosphere Credit 1.*

- *Conserve Energy by installing energy efficient HVAC equipment. This can be accomplished by exceeding the Florida Energy Code minimum efficiency by 20% for residential electric driven Air conditioning equipment. Another method is to exceed the ASHRAE 90.1 standard by 20%.*

- *Conserve Energy by installing energy efficient office equipment Use Energy Star equipment to reduce plug loads. Equipment includes Copiers, Computers and refrigerators.*

- *Reduce Ozone depletion. This is accomplished by installing equipment that contain Zero CFC refrigerants.*

9.9.5 Indoor Air Quality

On average, Americans spend 80% to 90% of their time indoors. As a result the quality of the indoor environment has a significant impact on the health, productivity and quality of life of people.

Mold and Mildew lawsuits are commonplace in the Broward County area. The most common or publicized instances are schools, courthouses and condominiums. The three major components of a mold outbreak are food, water and time. With the substantial amount of water vapor present in the ambient South Florida air, it only takes condensation at the wrong place to have a problem. Minimizing the food sources and proper building design to address water vapor are effective steps to reduce the risk of mold/mildew issues in a building.

In addition to mold and mildew problems other issues affecting Indoor Environmental Quality are the proper control of contaminants and ventilation effectiveness. Materials and construction sequencing can be implemented to minimize contaminants in the indoor environment. Once contaminants are introduced into the indoor environment, there are HVAC solutions that can be implemented to treat the problems.

Aside from contaminants, there are design issues that can lend to the more emotional well being of the occupants. These design concepts include daylighting/views, temperature control for occupants, acoustic design and illumination issues. The following recommendations are simple steps that will build value into new construction by providing a quality indoor environment for citizens.

Requirements

- *Provide a Construction IAQ Management Plan. Develop an Indoor Air Quality (IAQ) Management Plan for the construction and preoccupancy phases of the building. Performance shall comply with LEED Environmental Quality Credit 3. 1 and 3.2. The intent is to minimize building contamination prior to occupation. HVAC systems are particularly prone to contamination from particulate matter generated during construction activities. Proper measures during construction and a flush-out of the building prior to occupancy can minimize these effects.*

- *No Smoking. Provide zero exposure of non-smokers to Environmental Tobacco Smoke. Performance shall comply with LEED Environmental Quality Prerequisite 2.*

- *Provide CO2 Monitoring. This inexpensive sensor can be incorporated into a ventilation control system to modulate outdoor air intake to provide an indoor air quality level with no more than 530 parts per million of carbon dioxide at any time. When the occupant load in the building is low, the CO2 sensor can modulate the outside air volume down to save energy, as long as the building does not develop a negative pressure state.*

- *Use Low Emitting Materials. Met or exceed VOC limits for adhesives, sealants, paints, composite wood products and carpet systems. Provide materials that comply with LEED Environmental Quality Credit 4.*

- *Control Indoor Chemicals and Pollutant Sources. Provide permanent entryway systems to capture dirt/contaminants and prevent them form entering the buildings. Isolate rooms with chemical processes such as copying/print rooms and janitor's closets. Extend the walls surrounding these rooms to the structural deck and provide exhaust to prevent re-entrainment of these contaminants into the indoor environment. Locate Fresh Air intakes away from pollution sources, dumpsters, exhaust fans, etc.*

- *Provide for a thermally comfortable environment. Provide and environment that supports the productive and healthy performance of the building occupants. Building shall comply with ASHRAE Standard 55-1992, Addenda 1995. Provide permanent temperature and humidity sensors in the building that allow the HVAC system to control the environment to maintain a level of comfort.*

- *Provide for a visually comfortable environment. Provide an environment that supports a connection between the indoor and outdoor environments through the introduction of sunlight and views into the occupied areas of the building. A large portion of the Coconut Creek sense of place is derived from the outdoor environment. To encourage occupants to interact/appreciate the outdoor environment, new buildings shall meet the LEED Environmental Quality Credit 8 for daylighting and views. The views provide a better quality of environment. Daylighting will provide connection to the natural cycles of the sun and lower energy costs by reducing the dependence on artificial lighting.*

DEFINITIONS

Albedo: The ratio of reflected light to the total amount falling on a surface. A high albedo indicates high reflectance properties.

Arcade: An architectural element composed of arches, evenly spaced in a continuous row that forms a semi-enclosed corridor. It provides continuous shade for the pedestrian.

Awnings: An element attached to the building facade, which provides shade at ground level.

Bike Lane: The area of the right of way dedicated exclusively to bicycle traffic. Unless otherwise noted, all bike lanes shall be four (4) feet wide.

Bridge: See Pedestrian Bridge

Buffer: Surface parking lots shall have a buffer consisting of hedges, trees, walls, fences, or a combination thereof. A living barrier shall be a minimum of 4 feet wide at its narrowest point and is a minimum of three feet above finished grade. It shall be continuously planted with a hedge or shrubs spaced a maximum of 30" apart. A nonliving buffer shall consist of a wall that is a minimum of three feet above finished grade. Regardless of type of buffer chosen one tree shall be planted every 35' or less.

Bulb out: All parallel parking spaces adjacent to an intersection shall be replaced with a curbed landscaped area of the same width, planted with shrubs and one tree. Unless otherwise noted, all trees shall be the same species for the length of the street.

Continuous Trench: A trench, approximately 30" deep and six (6) to eight (8) feet wide that runs continuously parallel to the curb. It is filled with structural soil and then covered with geotextile, a base course, and paving. Openings are left for trees and shrubs, which are planted at intervals within the trench. This method of planting street trees results in a look that is similar to standard methods but allows more room for tree root systems, resulting in longer life for the trees.

Daylighting: The use of controlled natural lighting methods indoors through top lighting (skylights), side lighting (windows) and/or uplighting (reflection).

Encroachments: Any element that crosses the right-of-way from a private development into public property is said to be "encroaching into the public right-of-way".

DEFINITIONS

Greenroof: Vegetated roof covers, with growing media and plants taking the place of bare membrane, gravel ballast, shingles or tiles. The number of layers and the layer placement vary from system to system and greenroof type, but at the very least all greenroofs include a single to multi-ply waterproofing layer, drainage, growing media and the plants, covering the entire roof deck surface. (See also: Section 9.7 Reduce Heat Islands.

Liner Uses: Storefronts and building fronts that conceal a larger use from view such as a parking garage.

Pedestrian Area: The area within the public right-of-way primarily dedicated for pedestrian use. This area may contain a sidewalk, landscape verge, and outdoor seating spaces.

Pedestrian Oriented Use: A building use which is intended to encourage walk-in customers and which generally does not limit the number of customers by requiring appointments or otherwise excluding the general public. A pedestrian oriented use may suggest or require appointments for services when primarily for the convenience of the customer, such as reservations with restaurants, beauticians or optometrists to avoid being turned away due to unavailability.

Pedestrian Refuge: The space located within the medians of the streets that protects the pedestrian from vehicular traffic. This is used in streets with multiple lanes of traffic in both directions.

Parallel Parking: Shall consist of parallel parking spaces 8' wide by 20'. Parallel parking shall be built with pavers.

Pavers: Pavers are easy to replace when damaged, provide access to utilities, and improve drainage by allowing water to percolate. They are decorative and should be used to define space and the relative scale of varying street types. Pavers must be set on a porous surface and be placed with a joint of at least 1/8" between all pavers. Interlocking pavers without spacers are not permitted. Pavers must include at least 25% recycled content.

Pedestrian Bridge: Shall provide a minimum of six (6') feet clearance above high water line at mid span. Bridge design shall meet all ADA Accessibility Guidelines (ADAAG). Maximum grade shall be 1:12 or adequate intermediate landings shall be provided. Handrail shall be continuous on both sides. Nonslip surfaces shall be used.

Plant beds: Shall consist of a minimum depth of thirty (30) inches of soil and shall be planted with shrubs or ground cover such that coverage will be 100% within six (6) months of planting. Plant beds must have a minimum width of five feet six inches (5'6".) All plant material and planting specifications to follow Coconut Creek Code of Ordinances. Underground utility lines should be kept clear of plant beds.

DEFINITIONS

Porous paving: Porous paving reduces runoff and if installed atop a porous reservoir helps to filter pollutants from runoff. It can be used in parking lots, along canal type streets where there is little or no vehicular access. Consists of open-graded angular aggregate, approximately 3/8" in size, sorted to exclude fines and bound with an asphaltic, Portland cement, or epoxy binder. Must be installed on top of a porous reservoir consisting of stone or gravel enclosed in filter fabric.

Recycling: Recycling receptacles for all materials that are collected by the contracted recycling company shall be provided adjacent to all trash receptacles. At a minimum, two materials shall be recycled. The style of all trash and recycling receptacles shall match.

Right-of-way: The line marking the boundary between the public domain and the private domain.

Setback: An establish physical separation between the face of a building and the right-of-way. A maximum setback establishes a "build-to" line where a building's primary facade shall be constructed.

Lighting: Combination lighting includes street light, banner arm and pedestrian light. Street lighting shall not exceed eighteen (18) feet in overall height. Lighting should meet but not exceed the recommended levels set by the Illuminating Engineering Society (IES.) Consider low-voltage and solar lighting wherever possible.

Structural Soil: A mix of crushed stone (3/4 to 2 inches in diameter) and clay loam which is sometimes amended with nutrients or binders. The stone provides the stability to install paving on top, but retains enough soil-filled spaces to allow for root penetration even when compacted. Also called engineered soil. (CU-Structural Soil or similar.)

Signage: No sign shall be greater than eighteen (18) feet in height overall. Signs should be clear and easy to read and should match the character of the buildings.

Travel Lane: The area of the right of way dedicated exclusively to vehicular traffic. All travel lanes shall be eleven (11) feet wide.

Trash Receptacles: Shall be provided adjacent to all recycling receptacles. The style of all trash and recycling receptacles shall match.

Trees: All trees shall be of a species permitted by Coconut Creek Code of Ordinances section 13-444. The minimum tree size shall be in accordance with the standards set forth in that section. A minimum of fifty percent (50%) of all plant material with the exception of sod shall be native species. Species selection shall be consistent for the length of the street.

OPEN SPACE TEMPLATE 11

OPEN SPACE TEMPLATE

Required Open Space	Acres	%	Open Space Bonus	Acres	%
Parks & Greenway Trails (pervious areas)			Parks & Greenway Trails		
Landscape Buffers			Public Plazas		
Other Pervious Areas/ Green Rooftops			Public Gathering Areas		
Water Bodies			Outdoor Private Recreation		
• Width greater than 100 feet=100% credit			Water Bodies – 100% Credit		
• Width greater than 60 feet=50% credit			(Width less than 60 feet with pedestrian sidewalks/bridges)		
• Width less than 60 feet=0% credit					
Total (Provided)			**Total (Provided)**		

Reference *5.2: Open Space; 5.2.2 Greenspace*

10

RESOLUTION NO. 99-142

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF COCONUT CREEK, FLORIDA AUTHORIZING THE CITY MANAGER TO EXECUTE A WATER AND WASTEWATER AGREEMENT AND EXHIBITS, ATTACHED HERETO AND MADE A PART HEREOF, BY AND BETWEEN THE CITY OF COCONUT CREEK AND THE SEMINOLE TRIBE OF FLORIDA, FOR THE PLAT KNOWN AS "PALM BEACH FARMS CO., PLAT NO. 3" TRACT 65, BLOCK 89; PROVIDING AN EFFECTIVE DATE.

WHEREAS, The Seminole Tribe of Florida, plans to build an 87,000 square foot gaming facility in two phases, and hereby reserves 92 ERU's; and

WHEREAS, The Seminole Tribe of Florida, desires to connect to the city's water transmission lines and the city's wastewater collection lines at this time; and

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF COCONUT CREEK, FLORIDA:

Section 1: That the City Commission has reviewed and approves the Water and Wastewater Agreement and its exhibits, attached hereto and made a part hereof, by and between the City and The Seminole Tribe of Florida and hereby authorizes the City Manager to execute said Water and Wastewater Agreement.

Section 2: That this Resolution shall take effect immediately upon its passage.

Adopted this 12th day of August, 1999, on a motion by Vice Mayor Gerber and seconded by Commissioner Fantl.

City of Coconut Creek.
I HEREBY CERTIFY the is
copy of
Witness my hand and the
The City of Coconut Creek this
day of 20

City Clerk

Ayes	5
Nays	0
Absent or Abstaining	0

S. Goldsmith

Sam Goldsmith, Mayor

Attest:

Barbara S. Price

Barbara S. Price, CMC/AAE
City Clerk

Goldsmith	Aye
Gerber	Aye
Sacks	Aye
Fantl	Aye
Waldman	Aye

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WATER AND WASTEWATER AGREEMENT

(Corporate)

THIS AGREEMENT ("WATER AND WASTEWATER AGREEMENT") made and entered into this 10th day of September, 1999, by and between **The Seminole Tribe of Florida**, an organized Indian Tribe as defined in Section 1 of the Indian Reorganization Act of 1934, 25 U.S.C. 476, hereinafter referred to as "DEVELOPER" and the CITY OF COCONUT CREEK, Florida, a municipal corporation, hereinafter referred to as "CITY".

WITNESSETH

WHEREAS, the DEVELOPER owns or controls lands located in Broward County, Florida, as described in Exhibit "A", attached hereto and made a part hereof as if fully set out in this paragraph and hereinafter referred to as "Property," and DEVELOPER has or is about to develop the Property by erecting thereon single family residential buildings, multi-family residential buildings, commercial improvements, industrial improvements, institutional, recreational or other uses; and

WHEREAS, in order to meet the financing and general requirements of certain private agencies and certain Federal, State and local governmental agencies, such as, but not limited to, the Florida Department of Environmental Protection and the Broward County Health and Rehabilitative Services, the Veterans' Administration, the Federal Housing Administration, and private lending institutions, it is necessary that adequate water and wastewater facilities and services be provided to serve the Property and to serve the occupants of each residence, building, or unit constructed or located on the Property; and

WHEREAS, the DEVELOPER is required to execute a "WATER AND WASTEWATER AGREEMENT" setting forth such reasonable provisions governing the DEVELOPER's and the CITY's responsibility pertaining to the installation of water and wastewater service facilities; the connection of consumer installations with the facilities; and

WHEREAS, DEVELOPER wishes to develop or redevelop their property and is required to execute a "WATER AND WASTEWATER AGREEMENT" setting forth such reasonable provisions governing said property owners and the CITY's responsibility pertaining to the installation of water and WASTEWATER service facilities; the connection of consumer installations with the facilities of the CITY; the manner and method of payment of Impact Fees; standards of construction or specifications; time commitments to "take and use water and wastewater services"; engineering errors and omissions; rules, regulations and procedures of the CITY and other reasonable regulations; and

WHEREAS, CITY is willing to provide, in accordance with the provisions hereinafter set out, central water and wastewater facilities, and to extend such facilities by way of water distribution mains and wastewater collection and transmission mains, and to thereafter operate such facilities so that the occupants of each residence, building, or unit constructed on properties will receive an adequate water and wastewater service from the CITY.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED HEREIN, THE PARTIES HERETO AGREE AS FOLLOWS:

SECTION 1: WHEREAS CLAUSES:

The foregoing "Whereas" clauses are hereby ratified and confirmed as true and correct, and are incorporated herein as if set forth in full.

SECTION 2: CITY CODE INCORPORATED HEREIN

Chapter 13, of the Code of Ordinances of the City of Coconut Creek, entitled "Land Development Code", Article II thereof entitled "Subdivision Regulations", Division 2 thereof, entitled "Subdivision Plat Requirements", Sections 13-169 through 13-169.15 thereof are hereby specifically incorporated into this agreement by reference. DEVELOPER hereby covenants and represents that he has read and understands the aforementioned code sections, and that he hereby agrees to be bound by all of the regulations, terms and conditions contained therein.

SECTION 3: DEFINITIONS.

The following definitions are in addition to those included by reference in the Code of Ordinances referred to in Section 2 hereof.

a. Project Equivalent Residential Connections - The Property shall be limited to 92 ERUs, as the same are defined in the Code of Ordinances. These ERU's are calculated and anticipated to be used in accordance with attached Exhibit "B", Schedules of Connection.

b. Initial Impact Fee per ERU - The initial impact fee per ERU is $3653.11 In accordance with the Code of Ordinances, said impact fee shall be adjusted by the City Engineer.

c. Property - The land area illustrated and legally described by the attached Exhibit "A".

SECTION 4: CITY MAINTENANCE AND OPERATION OF FACILITIES.

The DEVELOPER hereby grants and gives to the CITY, its successors and assigns, the exclusive right or privilege to construct, own, maintain and operate said facilities in, under, upon, over and across the present and future streets, roads, terraces, alleys, easements, reserve utility strips and utility sites, and any public places as provided and dedicated to public use in recorded plats, or as provided for in agreements, dedications, or grants made otherwise and independent of said recorded plats. The DEVELOPER shall grant to the CITY easements of rights-of-ways corresponding with the installation of the proposed facilities. The grant or conveyance shall be in form satisfactory to the City Commission. The conveyances, whether or not located on the property shall be made without cost to the CITY. The CITY reserves the right to require such easement or right-of-way to the point at which the meter is proposed to be installed or at the "point of delivery of service", being the point at which the facilities of the CITY joins with the DEVELOPER's installation.

DEVELOPER hereby agrees that the foregoing grants shall include the necessary right of ingress and egress to any part of the Property; that the foregoing grants shall be for such period of time as the CITY or its successors or assigns require such rights, privileges or easements in the construction, ownership, maintenance, operation or expansion of the water distribution and wastewater collection and transmission facilities. The CITY hereby covenants that it will use due diligence in ascertaining all easement locations; however, should the CITY install any of its facilities outside of a dedicated easement area, the DEVELOPER hereby covenants and agrees that the CITY shall not be required to move or relocate any facilities lying outside a dedicated easement area so long as the facilities do not interfere with existing uses of the area in which the facilities have been installed. In any event, DEVELOPER agrees to provide an easement for the actual location of said facilities.

The CITY hereby agrees that all easement grants will be utilized in accordance with the established and generally accepted practices of the water and wastewater industry with respect to the installation of all its water distribution and wastewater collection and transmission facilities in any of the easement areas; and that the DEVELOPER in granting said easements, or pursuant to the terms of this WATER AND WASTEWATER AGREEMENT, shall have the right to grant nonexclusive rights, privileges and easements to other persons, firms or corporations to provide to the Property any utility services other than water or wastewater service.

SECTION 5: CONNECTION OF FACILITIES AND COMMENCEMENT OF SERVICES BY CITY,

Upon accomplishment of all of the prerequisites to be performed by the DEVELOPER as contained this WATER AND WASTEWATER AGREEMENT, and the Code of Ordinances, the CITY hereby covenants and agrees that it will connect the water distribution and wastewater collection facilities installed by the DEVELOPER to the water distribution and wastewater collection and transmission facilities of the CITY, in accordance with the terms and intent of this WATER AND WASTEWATER AGREEMENT. Such connection shall at all times be in accordance with rules, regulations, and orders of the Florida Department of Environmental Regulation, or any other governmental agency or department which has jurisdiction thereof.

The CITY agrees that once it provides water and wastewater services to the Property, and the DEVELOPER or others have connected consumer installations to the City's water distribution and wastewater collection and transmission system, the City will continuously provide water and wastewater service to the Property in a manner to conform with all regulations of the Florida Department of Environmental Regulation and the Broward County Health and Rehabilitative Services and other governmental agencies having jurisdiction over the water distribution and wastewater collection and transmission facilities and services of the CITY. Notwithstanding anything herein to the contrary, the CITY shall not be responsible for any delays in connections, commencement of service or interruptions of service due to fires, casualties, accidents, power failures, maintenance work, breakdowns, damage to equipment or facilities, civil or military authority, strikes, war, riot, unusual weather conditions, judgments of any court, Act of God, and any such delay in connection or commencement of service. Interruption of service shall not constitute a breach of this WATER AND WASTEWATER AGREEMENT nor impose any liability upon the CITY.

SECTION 6: DEVELOPER OBLIGATIONS.

DEVELOPER hereby covenants and agrees to construct and transfer ownership and control of the on-site water distribution and wastewater collection and transmission systems referred to herein to the CITY at no cost to the CITY.

It shall be DEVELOPER's obligation to furnish to the CITY accurate information with regard to matters of engineering, construction of buildings and dwellings and proposed densities. The DEVELOPER is responsible for any increase in the CITY's construction or operating costs resulting from any engineering errors or changes furnished to the CITY. Plans and specifications shall be submitted and approved for compliance with applicable CITY Ordinances.

a. Construction of Facilities by DEVELOPER. After the approval of plans and specifications, the DEVELOPER shall cause to be constructed, at THE DEVELOPER's own cost and expense, the water distribution and wastewater collection and transmission facilities as shown on the approved plans and specifications, or as the same may be modified and approved from time to time. Such facilities shall include those on-site elements and the hydraulic share of the off-site elements applicable to the DEVELOPER's Property. Complete "as built" plans shall be submitted to the CITY by the DEVELOPER upon completion of construction. Construction and, inspection of the water distribution and wastewater collection and transmission facilities by the DEVELOPER, shall be in accordance with any applicable CITY Ordinances and in accordance with good engineering practices.

The DEVELOPER may also be required to construct or finance all or a portion of the off-site water distribution and wastewater collection and transmission facilities in order to provide a physical interconnection of DEVELOPER'S property with the facilities of the CITY at their present terminus. If applicable, such eventualities are detailed in Exhibit _____, entitled "Refundable Advances". (If there is no Exhibit letter in place upon execution of this document, there are no refundable advances in connection with the development contemplated in this agreement.) If the CITY requires facilities before the DEVELOPER requires said facilities, the DEVELOPER shall pay the hydraulic share applicable to the DEVELOPER's Property, upon receipt of notice to pay from the CITY. This does not limit, in any way, the ability of the CITY to require payment through any other lawful means.

b. Transfer of Title and Ownership. By this AGREEMENT, the DEVELOPER, shall convey to the CITY, title to all water distribution and wastewater collection and transmission facilities installed by the DEVELOPER or the DEVELOPER's contractor, pursuant to the provisions of this WATER AND WASTEWATER AGREEMENT. Such conveyance shall take effect pursuant to Division 3 and 4 of Article II, Chapter 13 of the

Coconut Creek Land Development Code. Included in the approval and acceptance of the system by the CITY Engineer, shall be documentation demonstrating the DEVELOPER's compliance with the above-referenced sections of the Land Development Code. As further evidence of said transfer of title, and upon the completion of the installation and prior to the rendering of service by the CITY, the DEVELOPER shall convey to the CITY at the request of the CITY by "Bill of Sale," in form satisfactory to the CITY's counsel, the complete on-site water distribution and wastewater collection and transmission facilities. The DEVELOPER shall further cause to be conveyed to the CITY all easements and rights-of-ways covering areas in which water and wastewater facilities are installed, by recordable document in form satisfactory to the CITY's counsel.

The DEVELOPER shall also convey, by Warranty Deed, any and all wastewater collection and transmission facilities. All conveyance of easements, rights-of-ways, or Warranty Deeds shall be accompanied by evidence of title, satisfactory to the CITY, establishing the DEVELOPER's right to convey such easements, rights-of-ways or Warranty Deeds and further evidencing the CITY's right to the continuous enjoyment of such easements, rights-of-way or Warranty Deed properties to the exclusion of any other person in interest. The CITY agrees that the acceptance of the water distribution and wastewater collection and transmission facilities installed by the DEVELOPER shall constitute the assumption of responsibility by the CITY for the continuous operation and maintenance of such systems from that date forward. Mortgagees, if any, holding prior liens on such properties shall be required to release such liens, subordinate their position or join in the grant dedication of the easements, rights-of-way or Warranty Deeds, prior to acceptance of said dedication, easement, right-of-way or deed by the CITY. All water distribution or wastewater collection and transmission facilities, save and except consumer installations, shall be covered by easements, rights-of-way or warranty deeds.

Neither the DEVELOPER , nor any person or other entity holding title to any of the Property, shall have any present or future right, title, claim or interest in and to the Fee or to any of the water distribution and wastewater collection and transmission facilities and properties of the CITY. All prohibitions applicable to the DEVELOPER, are applicable to all subsequent owners, person or entities.

The CITY shall not be required to accept title to any component part of the water distribution or wastewater collection and transmission facilities as constructed by the DEVELOPER until the CITY's engineer has approved the construction of said lines and accepted the tests to determine that such construction is in accordance with applicable provisions of the Coconut Creek Land Development Code, and final approval has been received by any

other agency having jurisdiction. Said approval shall be made as required in the Coconut Creek Land Development Code and shall be evidence of the CITY'S acceptance of said lines for the CITY'S ownership, operation and maintenance.

c. Facilities Retained by Developer. Any facilities in the category of consumer installations located on the discharge side of the water meter or on the consumer's side of the point of delivery of service shall not be transferred to the CITY and shall remain the property of the DEVELOPER. Each consumer installation shall remain the maintenance responsibility of DEVELOPER. The CITY reserves the right to refuse connection and to deny the commencement of service to any consumer seeking to be connected to portions of the water distribution and wastewater collection and transmission facilities installed by the DEVELOPER until such time as the provisions of this Paragraph have been fully met by the DEVELOPER.

d. Water and Wastewater Impact Fee. In addition to the transfer of ownership and control of the on-site water distribution and wastewater collection and transmission facilities, the DEVELOPER shall pay to the CITY the Water and Wastewater Impact Fee which is defined in Section 3 (b) hereof. However, it is anticipated that the impact fee will be increased, and said increase may occur prior to or after the recordation of the plat(s) covering the property subject to this WATER AND WASTEWATER AGREEMENT, or prior to the issuance of building permits for said property. DEVELOPER hereby specifically agrees to pay the prevailing impact fee applicable to the building at the time of issuance of the building permit.

The CITY requires the payment of the Water and Wastewater Impact Fees as described below. The payment by the DEVELOPER of such fee to the CITY shall be precedent to the rendering of water and wastewater service by the CITY. Said Water and Wastewater Impact Fee shall be utilized by the CITY to pay for the debt service charges and impact fees for securing the water and wastewater capacity from Broward County and to pay for the design and construction of other water and wastewater facilities and other backbone improvements outside the scope of the DEVELOPER's financial obligation and as payment for water and wastewater facilities on any CITY owned property as may be necessary to service DEVELOPER's area.

Payment of the Water and Wastewater Impact Fee does not and will not result in the CITY waiving any of its water and wastewater charges, rates, rules and regulations, and their enforcement shall not be affected in any manner whatsoever by the DEVELOPER paying the Fee.

i. The DEVELOPER shall be charged in total the prevailing impact fee applicable to the building(s) at the time of application for the building permit less previous county reserve charges paid at the time of engineering permit application.

ii. The Water and Wastewater Impact Fees shall be assessed against each Final Plat(s) or portion thereof, to be developed by the DEVELOPER. Thirty percent (30%) (county reserve charge) of the total water and wastewater impact fees for each Final Plat or portion thereof shall be due and payable on or by five (5) working days after DEVELOPER's request for final engineering permit approval which includes "Application for Installation of Wastewater Collection/Transmission System" (DNRP Permit) or "Application for Construction Permit Extension to Community Water System" (HRS/BCPHU/DEP Permit) or similar agency document. The prevailing fee shall be calculated according to the provisions of Section 8 hereof.

iii. In addition, the remaining seventy percent (70%) (balance charge) of the prevailing impact fee on each individual lot, parcel or phase shall be paid to the CITY concurrent with the DEVELOPER's or his agent's building permit application for each individual lot, parcel or phase. The CITY shall require that the balance of the Water and Wastewater Impact Fee be paid to the CITY for each phase of residential building, residential unit or other building or structure concurrent with the first permit application for said each phase or unit(s), building(s) or structure(s). The balance of the Fee shall be calculated as the initial Water and Wastewater Impact Fee as adjusted according to the provisions of Section 8 and in effect at the time of building permit application submittal less county reserve fees paid at the time of final engineering plat(s) which includes said building(s) or structures(s).

iv. Should the DEVELOPER enter into an agreement with Broward County to have the right to commence construction on his property prior to the recordation of the final plat, payment of one hundred percent (100%) of the total of the above Water and Wastewater Impact Fees shall be made five (5) working days after the DEVELOPER has made joint application for final engineering permits and initial building permit(s) on the property. No building permit will be issued for any lot, parcel or phase in each Final Plat portion thereof or proposed plat included in the area until said Water and Wastewater Impact Fee for said area has been paid.

SECTION 7: DEVELOPER'S HYDRAULIC SHARE OF OFF-SITE FACILITIES

It is the CITY's policy to apportion the cost of the water and wastewater facilities on a pro rata basis against the property receiving service from such main transmission lines located off-site as to the DEVELOPER's Property. Since each DEVELOPER draws from the hydraulic capacity of such lines, the CITY will require that the DEVELOPER pay his Property's hydraulic share of the cost of the off-site water distribution and wastewater collection and transmission

facilities through which service is rendered to DEVELOPER's Property. Said costs shall be changed from time to time in accordance with any amendments as set forth Section 13-169.12. "Amendments to Plans and Specifications".

The CITY further declares that the Fee for the Developer's hydraulic share of off-site facilities will be applicable to the DEVELOPER's Property whether or not the water distribution and wastewater collection and transmission facilities have been previously constructed. It is the intent of this section to apportion the costs of off-site water distribution and wastewater collection and transmission facilities on a hydraulic share basis irrespective of whether such water distribution and wastewater collection and transmission facilities have been previously constructed or are proposed to be constructed. The specific fee for the DEVELOPER'S hydraulic share of the off-site facilities in connection with the development of property contemplated by this agreement shall be calculated by the DEVELOPER with the approval of the City Engineer. Said fee is due and payable prior to the issuance of engineering permits.

The DEVELOPER may also be required to advance all or a portion of the off-site water distribution and wastewater collection and transmission facilities in order to provide a physical interconnection of the DEVELOPER's Property with the facilities of the CITY at their then present terminus. Such eventualities are covered by provisions of "Refundable Advances", Exhibit _____. (If there is no Exhibit letter in place upon execution of this agreement, there are no refundable advances in connection with the development contemplated in this agreement.) If the City requires the facilities before the DEVELOPER requires them, the DEVELOPER shall pay its hydraulic share upon receipt of notice to pay from the CITY.

It shall be warranted and represented by the CITY to the DEVELOPER that a water and wastewater system is located within the municipal boundary to which the DEVELOPER may connect at the cost provided in the WATER AND WASTEWATER AGREEMENT. Said warranty and representation is subject to the CITY contracting with Broward County for said wastewater capacity, pursuant to "Wastewater Agreement", as amended from time to time and is further subject to obtaining necessary volumes of potable water from Broward County, pursuant to "Water Agreement" as amended from time to time.

SECTION 8: WATER AND WASTEWATER IMPACT FEE ADJUSTMENT FORMULA - ESCALATION PROVISIONS

The Water and Wastewater Impact Fee as defined in Section 3 (b) hereof has been structured by the CITY with regard to the present level of construction costs of water distribution and wastewater collection and transmission facilities. The impact fee schedule may be increased

from time to time to reflect increases in the construction cost of water distribution and wastewater collection and transmission facilities and related debt services and impact fees charged by Broward County. Additionally, the CITY hereby declares that the schedule of Water and Wastewater Impact Fees set forth herein shall be automatically escalated based upon increases in utility construction costs as evidenced by the quarterly construction cost index published in Engineering News Record Magazine, entitled "U.S. - 20 Cities Construction Cost Index". Regardless of the foregoing, the CITY shall automatically adjust the Water and Wastewater Impact Fees set forth herein on a quarterly basis, effective January 1, April 1, July 1 and October 1 of each year. The construction cost index of **July 1999** which was used for the purposes of calculating the above Water and Wastewater Impact Fee is **6076.3**.

SECTION 9: CITY OWNERSHIP OF FACILITIES.

The parties hereby agree that all water distribution and wastewater collection and transmission facilities used, useful or held for use in connection with providing water service and wastewater service to the Property, shall at all times remain in the sole, complete and exclusive ownership of the CITY, its successors or assigns. Any person or entity owning any part of the Property or any residence, building, or unit constructed or located thereon, shall not have any right, title, claim or interest in and to such facilities, or any part of them, for any purpose, except as otherwise provided in this AGREEMENT, including the furnishing of water and wastewater service to other persons or entities located within or beyond the limits of the Property.

The DEVELOPER agrees that it shall not (the words "shall not" being used in the mandatory definition) engage in the business or businesses of providing water and wastewater services to the Property without the CITY's consent during the period of time the CITY, its successors and assigns provide water or wastewater services to the Property. It is the intention of the parties hereto, that under the foregoing provision and also other provisions of this AGREEMENT, that the CITY shall have the sole and exclusive right and privilege to provide water and wastewater service to the Property and to the occupants of each residence, building or unit constructed thereon.

SECTION 10: WATER AND WASTEWATER RATES AND REGULATIONS.

The CITY, its successors or assigns, may amend, revise and enforce from time to time the rate or rate schedules as shall be reasonable. Rates charged to the DEVELOPER or consumers located upon the Property shall at all times be identical to rates charged for the same classification of service as are or may be in effect throughout the CITY's service area. However,

rates charged for property serviced outside the CITY's municipal boundaries shall be 25% higher than those rates inside municipal boundaries.

The initial water and wastewater rates, including any increase or decrease thereof, and the rules and regulations established, amended, or revised and enforced by the CITY from time to time in the future, shall be binding upon the DEVELOPER, upon any person or other entity holding by, through or under the DEVELOPER and upon any user or consumer of the water service and wastewater service provided to the Property by the CITY.

The CITY also retains the right to promulgate from time to time reasonable rules and regulations relating to the furnishing of water service and wastewater service to consumers.. The rules and regulations may relate to, but are not limited to, the right to discontinue the service under specified and reasonable conditions, and the type and quantity of material permitted to be discharged into the CITY's wastewater collection and transmission facilities.

SECTION 11: PROHIBITION AGAINST SEPTIC TANKS, AND WATER WELLS. The DEVELOPER and, the owners and occupants of the buildings on the DEVELOPER's Property are hereby prohibited from installing or maintaining any septic tanks except as permitted by the CITY for temporary purposes; and are further prohibited from installing or maintaining any water wells except as permitted by the CITY for temporary purposes, or as permitted by the CITY for irrigation purposes. An addendum to this Agreement shall be provided for specifying terms for temporary purposes if temporary purposes have been approved.

SECTION 12: DEVELOPER'S SCHEDULE OF CONNECTIONS.

The parties acknowledge that the CITY is not guaranteeing water and wastewater service until and unless the CITY obtains the necessary wastewater treatment and transmission capacity from Broward County pursuant to the provisions of the "Wastewater Agreement" for wastewater utility service and also obtains the necessary volumes of potable water from Broward County pursuant to the "Water Agreement" for supply of potable water. The DEVELOPER in Exhibit "B" has given to the CITY a schedule of the dates when the water distribution and wastewater collection and transmission facilities are needed. The CITY shall then obtain water and wastewater service from Broward County according to the schedule provided by the DEVELOPER.

If the DEVELOPER requests water and wastewater service at a date earlier than indicated in Exhibit "B", the CITY is not responsible for providing said water and wastewater

service. However, the CITY shall make all reasonable attempts to secure said water and wastewater service.

If the DEVELOPER does not require water and wastewater service at the time indicated on Exhibit "B", the CITY reserves the right to divert said service to other users of the water and wastewater system.

It is the DEVELOPER's responsibility to notify the CITY, in writing, of its inability to meet the schedule dates of requested water and wastewater service. At that time, the CITY may, at its discretion, amend the schedule.

SECTION 13: AMENDMENTS TO PLANS AND SPECIFICATIONS.

In the event the DEVELOPER, subsequent to the execution of the WATER AND WASTEWATER AGREEMENT, alters any plans and specifications of the proposed system, acquires additional Property or alters the densities of the Property, an amendment to the WATER AND WASTEWATER AGREEMENT shall be executed by the parties. Said amendment shall be negotiated and executed prior to the commencement of service to those areas altered by the DEVELOPER. Said amendment shall be recorded in the Public Records of Broward County, Florida at the expense of the DEVELOPER.

SECTION 14: TERM OF THE AGREEMENT.

In no event shall the term of this WATER AND WASTEWATER AGREEMENT extend beyond five (5) years from the date of execution. It is contemplated that all construction and development of the Property under the provisions of the WATER AND WASTEWATER AGREEMENT shall be completed within the five-year term. In the event the AGREEMENT terminates under this paragraph, then the AGREEMENT shall either be extended or renegotiated at the sole discretion of the CITY.

SECTION 15: ASSIGNABILITY

This WATER AND WASTEWATER AGREEMENT as provided herein may be assigned to any successors in interest of DEVELOPER to the property which is subject to said agreement.

SECTION 16: RECORDING OF AGREEMENT.

This WATER AND WASTEWATER AGREEMENT, and any amendments thereto, shall be recorded in the Public Records of Broward County, Florida, for the sole purpose of

placing all owners or occupants of properties in the DEVELOPER's Property connected to or to be connected to said water distribution and wastewater collection and transmission facilities of the CITY on notice of these provisions to the same extent and with the same force and effect as if said owners and occupants had joined in the execution of the WATER AND WASTEWATER AGREEMENT. The cost of recording said AGREEMENT, and any amendments hereto, shall be borne by the DEVELOPER. The acquisition or occupancy of any portion of the property connected to or to be connected to the said sewer system of the CITY shall be deemed conclusive evidence of the fact the said owners or occupants have consented to, become bound by and accepted the WATER AND WASTEWATER AGREEMENT. By reference the agreements between the CITY and Broward County for water and wastewater services have been made an integral part of this AGREEMENT.

SECTION 17: TITLES TO PARAGRAPHS.

The title of each paragraph in this AGREEMENT is for purposes of clarity and ease of reading only and not to be construed as a substantive portion of the AGREEMENT, and are not intended to be used as aids to interpretation and are not binding on the parties.

SECTION 18: WAIVER

A waiver of any breach of any provision of this Agreement shall not constitute or operate as a waiver of any other breach of such provision or of any other provisions, nor shall any failure to enforce any provision hereof operate as a waiver of such provision or of any other provision.

SECTION 19: LAW TO GOVERN:

This Agreement is entered into and is to be performed in the State of Florida. CITY and DEVELOPER agree that the law of the State of Florida shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and shall govern the interpretation of this Agreement. For purposes of this section, venue shall be in the County of Broward, Florida.

SECTION 20: ATTORNEYS FEES

The Non-Prevailing Party shall be liable to the Prevailing party for all costs, expenses, attorneys' fees and damages at the trial and appellate level, up to and including the U.S. Supreme court, which may be incurred or sustained by the Prevailing party by reason of the Non-Prevailing Party's breach of any of the provisions of this Agreement, whether or not litigation is

involved in any such brea

SECTION 21: REPRESENTATION BY COUNSEL

All parties to this Agreement have been represented by their respective counsel. The parties hereto acknowledge having read this Agreement and discussed the terms of this Agreement with their respective counsel and City, with its elected officials, and that approval and execution of this Agreement has been made freely and voluntarily with full knowledge of its legal effect.

SECTION 22: SEVERABILITY

The invalidity of one or more of the phrases, sentences, clauses or Sections contained in this Agreement shall not affect the validity of the remaining portions of the Agreement so long as the material purposes of this Agreement can be determined and effectuated.

SECTION 23: SURVIVABILITY

All of the terms, conditions, provisions, and representations contained in this Agreement shall survive and transcend the execution and termination of this Agreement.

IN WITNESS WHEREOF, the DEVELOPER and the CITY have executed or have caused this AGREEMENT, with the named Exhibits attached, to be duly executed in several counterparts, each of which counterpart shall be considered an original executed copy of this AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly executed by their authorized representatives and delivered on or by the 27th day of August, 1999.

SEMINOLE TRIBE OF FLORIDA:

BY: _____ **Date:** 9/10/99

James E. Billie, as its Chairman of the Tribal Council

Attest: _____

Priscilla D. Sayen, Secretary/Treasurer

THE CITY OF COCONUT CREEK:

BY: John P. Kelly
John Kelly, City Manager

Date August 16, 1999

Attest Barbara Price
Barbara S. Price, CMC
City Clerk

Approved as to legal form:

BY:
Paul S. Stuart, City Attorney

83-253567 85-327477

BUREAU OF INDIAN AFFAIRS, INDIA, D. C.
Deed Volume 209 Page 219

WARRANTY DEED

This Indenture, made this 25th day of February, A.D. 1983 Between The Seminole Tribe of Florida, an organized Tribe existing under the laws of the United States pursuant to Section 16 of the Act of June 18, 1934 as amended, having its principal place of business at 6073 Stirling Road, Hollywood, Florida, party of the first part, and The United States of America in Trust for the Seminole Tribe of Florida, c/o Department of the Interior, Washington 25, D.C., party of the second part Witnesseth:

That the said party of the first part, for an in consideration of the sum of ten dollars, to it in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged has granted, bargained and sold to the said party of the second part and its assigns forever the following described land situate, lying and being in the County of Broward and State of Florida, to-wit:

Tract 65, Block 89, of the PALM BEACH FARMS CO. PLAT NO. 3, as recorded in Plat Book 2, Pages 45 through 54 inclusive, Public Records of Palm Beach County, Florida, LESS the North 15.00 feet thereof;

Said lands situate, lying and being in Section 18, Township 48 South, Range 42 East, City of Coconut Creek, Broward County, Florida:

Containing 4.886 acres, more or less.

And the said party of the first part does hereby fully warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever.

83 AUG 9 PM 3:39

85 SEP 27 PM 4:37

OFF REC 12854 PAGE 592

OFF REC 11053 PG 829

WILL CALL DSB
CHICAGO TITLE INSURANCE CO.
213 S.E. 7th ST.
FT. LAUDERDALE, FL 33301

EXHIBIT 4

BUREAU OF INDIAN AFFAIRS, WASH. D. C.
Deed Volume 209 Page 221

Warranty Deed
PALM BEACH FARMS CO. PLAT NO. 3

In Witness Whereof, the said party of the first part has caused these presents to be signed in its name by its proper officers, and its tribal seal to be affixed, attested by its secretary, the day and year written above.

SEMINOLE TRIBE OF FLORIDA

James E. Billie
Chairman

Attest:

Priscilla Sayen
Secretary/Treasurer

Signed, sealed and delivered in presence of us:

State of Florida
County of Broward

I hereby certify that on this 25th day of February A.D. 1983, before me personally appeared James E. Billie and Priscilla Sayen, Chairman and Secretary respectively of the Seminole Tribe of Florida, an organized Tribe, existing under the laws of the United States pursuant to §16 of the Act of June 18, 1934, as amended, to me known to be the persons who signed the foregoing instrument as such officers and severally acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned and that they affixed thereto the official seal of said Tribe and that the said instrument is the act and deed of said Tribe.

Witness my signature and official seal in the County of Broward and State of Florida this day and year last aforesaid.
My commission expires:

Notary Public, State of Florida

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES JUNE 27 1984
NOTARY PUBLIC GENERAL INS., UNDERWRITERS

This instrument prepared by
Jim Shore, General Counsel
Seminole Tribe of Florida
6073 Stirling Road
Hollywood, Florida 33024

RECORDED IN THE OFFICIAL RECORDS BOOK OF BROWARD COUNTY, FLORIDA
F. T. JOHNSON
COUNTY ADMINISTRATOR

RECORDED IN THE OFFICIAL RECORDS BOOK OF BROWARD COUNTY, FLORIDA
F. T. JOHNSON
COUNTY ADMINISTRATOR

OFF REC 12854 PAGE 593

OFF REC 11053 PG 830

EXHIBIT "A"

BUREAU OF INDIAN AFFAIRS, WASH., D. C.
Deed Volume 201 Page 277

AFFIDAVIT

I, Bill D. Ott, having been duly sworn, and upon my oath, state:

1. I am the Area Director, Eastern Area Office of the Bureau of Indian Affairs, an agency of the United States Department of the Interior.

2. By memorandum dated May 13, 1983 from the Acting Assistant Secretary - Indian Affairs, the Area Director was authorized to accept on behalf of the United States a conveyance of certain real estate in Broward County, Florida, to be held in trust for the Seminole Tribe of Florida. A copy of the memorandum of authority is attached as Exhibit A.

3. The land which I have been authorized to accept, and do hereby accept on behalf of the United States, is:

Tract 65, Block 89, of THE PALM BEACH FARMS CO. PLAT NO. 3, as recorded in Plat Book 2, Pages 45 through 54 inclusive, Public Records of Palm Beach County, Florida, LESS the North 15.00 feet thereof;

said lands situate, lying, and being in Section 18, Township 48 South, Range 42 East, City of Coconut Creek, Broward County, Florida.

FURTHER, The Affiant Sayeth Not.

Bill D. Ott
Area Director, Eastern Area, BIA

Subscribed and Sworn to before me this 25th day of July 1985, 1985, by Bill D. Ott.

Angel M. [illegible]
Notary Public

My Commission Expires May 23, 1986
BUREAU OF INDIAN AFFAIRS, WASH., D. C.
Received for record the 14 day of April 1986 at 2:14 o'clock A. M. and recorded
Deed Volume 209 Pages 285-290
Dayne Sumatzhuda Recorder

OFF REC 12854 PAGE 594

EXHIBIT "A"

[redacted]
[redacted] CAPOTE, P.A.
1101 Brickell Avenue, 17th Floor
Miami, Florida 33131
Folio #8218-02-0040

$ 8.70
DOCU. STAMPS-DEED

RECVD. BROWARD CTY
B. JACK OSTERWOLF

Tract D

QUITCLAIM DEED

THIS QUITCLAIM DEED made the 22 day of Ma[illegible] MANAGEMENT INTERNATIONAL II, LTD., a Florida li[illegible] having their principal place of business at c/o [illegible] 13769 Main Street, Lamont, IL 60439 (herein[illegible] called the "Grantor"), to the SEMINOLE TRIBE OF FLORIDA, an organized Indian Tribe existing under the laws of the United States of America pursuant to Section 16 of the Act of June 18, 1934, as amended, whose address is 6300 Stirling Road, Hollywood, Florida 33024 (hereinafter called the "Grantee"):

WITNESSETH, that said Grantor, for and in consideration of the sum of TEN and NO/100 ($10.00) DOLLARS, in hand paid by the said Grantee, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the said Grantee forever, all the right, title, interest, claim and demand which the said Grantor has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Broward, State of Florida, to-wit:

Tract D of the Commerce Center at Coconut Creek, according to the Plat thereof, as recorded in Plat Book 131, Page 30, of the Public Records of Broward County, Florida.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said Grantor, either in law or equity, to the only proper use, benefit and behoof of the said Grantee forever.

IN WITNESS WHEREOF, Grantor has hereunto set Grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in the presence of:

Print Name: BEATRIZ M. CAPOTE

Print Name: Kristine Napoles

GAMING MANAGEMENT INTERNATIONAL, II, LTD, a Florida limited partnership

BY: GAMING MANAGEMENT INTERNATIONAL I, INC., a Florida corporation, general partner

BY: MARTIN PERELLIS, President

STATE OF FLORIDA)
COUNTY OF DADE)

The foregoing instrument was acknowledge before me this 21 day of May, 1996, by MARTIN PERELLIS as President of GAMING MANAGEMENT INTERNATIONAL I, INC., a Florida corporation, as general partner of GAMING MANAGEMENT INTERNATIONAL II, LTD., a Florida limited partnership, who is personally known to me.

My commission expires:

NOTARY PUBLIC
Print Name: Kristine Napoles

KRISTINE NAPOLES
My Commission [illegible]
Expires Nov. [illegible], 1998

RECORDED IN THE OFFICIAL RECORDS BOOK OF BROWARD COUNTY, FLORIDA
COUNTY ADMINISTRATOR

BK 24943 PG 0526

EXHIBIT "A"

EXHIBIT B

Facility Usage Schedule

PHASE I:

A: Food Service Area*:

1800 SF at 2.975 ERU's per 1000 SF = 5.36 ERU's

B: Office/Common Area (including smoke shop)**:

4,500 SF at 0.636 ERU's per 1000 SF = 2.86 ERU's

C: Gaming Area:

522 Seats at 5 GPD per Seat**** at 1.5 divided 300 GAL per ERU 13.0 ERU

Subtotal Phase I 21.27 ERU

PHASE I ERUs REQUIRED 22.00 ERU

PHASE II:

A: Food Service Area*:

6000 SF at 2.975 ERU's per 1000 SF = 17.85 ERU

B: Office/Common Area (including smoke shop)**:

22,000 SF at 0.636 ERU's per 1000 SF = 13.99 ERU

C: Gaming Area:

750 Seats at 5 GPD per Seat**** at 1.5 divided 300 GAL per ERU 18.75 ERU

D: Bingo Area:

800 Seats at 5 GPD per Seat**** at 1.5 divided 300 GAL per ERU 20.00 ERU

Subtotal Phase II 69.59 ERU

PHASE II ERUs REQUIRED 70.00 ERU

TOTAL ERUs PHASE I&II 92.00 ERU

* Based on Broward County ERU Factor Schedule (10/95)
(Interpolated Value of 50% Restaurant / 50% Fast Food)

** Based on Broward County ERU Factor Schedule – Office Use (10/95)

*** Based on accepted flow estimates for movie theaters (*See sources below*)
(Bingo and movie theaters are assumed at 12-hour/day; 7-day/week)

**** Facility time/use multiplier of 1.5 (Assumed effective use of this area 18-hour/day, 7-day/week)

EXHIBIT C

ADDENDUM TO WATER AND WASTEWATER AGREEMENT

The Water and Wastewater Agreement ("Agreement") made and entered into on 9/10/99 by and between the Seminole Tribe of Florida, an organized Indian Tribe as defined in Section 16 of the Indian Reorganization Act of 1934, 25 U.S.C. 476, as amended ("Developer") and the City of Coconut Creek, Florida, a municipal corporation ("City") is hereby amended as follows:

1. Substitute Broward County Health and Rehabilitative Services with Broward County Health Department throughout the Agreement.

2. Delete the second WHEREAS on page 1 of the Agreement.

3. Delete "Section 4: City Maintenance and Operation of Facilities" of the Agreement.

4. Delete the first paragraph of Section 6 and sub-section 6. b. of the Agreement.

5. Delete "Section 9: City Ownership of Facilities" of the Agreement.

6. Section 14 is deleted and replaced with the following, "Water and wastewater services shall be provided to the Property until the Seminole Tribe, by Seminole Tribal Council Resolution, gives the City one year's notice of its intent to terminate the Water and Wastewater Agreement."

7. Section 19 is deleted and replaced with the following, "this Agreement is entered into and is to be performed in the State of Florida. CITY and OWNER agree that Federal law and the law of the State of Florida shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and shall govern the interpretation of this Agreement. For purposes of this section, venue shall be in the County of Broward, Florida."

8. In the event that the Municipal Service Provider Agreement is declared null and void by the Secretary of the Interior and a state or federal court of competent jurisdiction and the payments described in Section 3.1, 3.2, or 3.3 are not made by the Seminole Tribe, the City shall have the right to terminate water and wastewater service to the Property.

9. In the event of a conflict between the Municipal Service Provider Agreement and the Water and Wastewater Service Agreement the Municipal Service Provider Agreement controls.

CITY OF COCONUT CREEK, FLORIDA

By: John P. Kelly
City Manager

August 16, 1999
Date

Attest: Barbara Shrie
City Clerk

SEMINOLE TRIBE OF FLORIDA

By: [signature]
James E. Billie, Chairman of the Tribal Council

September 10, 1999
Date

Attest: Priscilla D. Sayen
Priscilla D. Sayen, Secretary/Treasurer

I:\Client Documents\SEMINOLE\5940\MISC\Addendum Water Wastewater.doc

COCONUT CREEK
CITY COMMISSION
AGENDA ITEM
REPORT

21

DATE: August 12, 1999

ITEM:

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT BETWEEN THE CITY AND THE SEMINOLE TRIBE OF FLORIDA APPROVING A WATER AND WASTEWATER AGREEMENT FOR THE PLAT KNOWN AS PALM BEACH FARMS CO., PLAT NO. 3, TRACT 65, BLOCK 89. (RESOLUTION NO. 99-142)

SUMMARY:

This parcel is located on the South side of N.W. 40th Street between Wochna Boulevard (N.W. 54th Avenue) and State Road 7. They have reserved 92 ERC's to service an 87,000 square foot Class II gaming facility, to be built in two phases.

Butler / Fandl 5-0 vote

DEPARTMENT: Utilities & Engineering

E:\Documents\Development Services\Planning & Zoning\Project Coordinator\Resolutions\Rair340seminole w-s.doc

WATER AND WASTEWATER AGREEMENT

(Corporate)

THIS AGREEMENT ("WATER AND WASTEWATER AGREEMENT") made and entered into this _____ day of _____, 199__, by and between **The Seminole Tribe of Florida**, an organized Indian Tribe as defined in Section I of the Indian Reorganization Act of 1934, 25 U.S.C. 476, hereinafter referred to as "DEVELOPER" and the CITY OF COCONUT CREEK, Florida, a municipal corporation, hereinafter referred to as "CITY".

WITNESSETH

WHEREAS, the DEVELOPER owns or controls lands located in Broward County, Florida, as described in Exhibit "A", attached hereto and made a part hereof as if fully set out in this paragraph and hereinafter referred to as "Property," and DEVELOPER has or is about to develop the Property by erecting thereon single family residential buildings, multi-family residential buildings, commercial improvements, industrial improvements, institutional, recreational or other uses; and

WHEREAS, in order to meet the financing and general requirements of certain private agencies and certain Federal, State and local governmental agencies, such as, but not limited to, the Florida Department of Environmental Protection and the Broward County Health and Rehabilitative Services, the Veterans' Administration, the Federal Housing Administration, and private lending institutions, it is necessary that adequate water and wastewater facilities and services be provided to serve the Property and to serve the occupants of each residence, building, or unit constructed or located on the Property; and

WHEREAS, the DEVELOPER is required to execute a "WATER AND WASTEWATER AGREEMENT" setting forth such reasonable provisions governing the DEVELOPER's and the CITY's responsibility pertaining to the installation of water and wastewater service facilities; the connection of consumer installations with the facilities; and

WHEREAS, DEVELOPER wishes to develop or redevelop their property and is required to execute a "WATER AND WASTEWATER AGREEMENT" setting forth such reasonable provisions governing said property owners and the CITY's responsibility pertaining to the installation of water and WASTEWATER service facilities; the connection of consumer installations with the facilities of the CITY; the manner and method of payment of Impact Fees; standards of construction or specifications; time commitments to "take and use water and wastewater services"; engineering errors and omissions; rules, regulations and procedures of the CITY and other reasonable regulations; and

WHEREAS, CITY is willing to provide, in accordance with the provisions hereinafter set out, central water and wastewater facilities, and to extend such facilities by way of water distribution mains and wastewater collection and transmission mains, and to thereafter operate such facilities so that the occupants of each residence, building, or unit constructed on properties will receive an adequate water and wastewater service from the CITY.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED HEREIN, THE PARTIES HERETO AGREE AS FOLLOWS:

SECTION 1: WHEREAS CLAUSES:

The foregoing "Whereas" clauses are hereby ratified and confirmed as true and correct, and are incorporated herein as if set forth in full.

SECTION 2: CITY CODE INCORPORATED HEREIN

Chapter 13, of the Code of Ordinances of the City of Coconut Creek, entitled "Land Development Code", Article II thereof entitled "Subdivision Regulations", Division 2 thereof, entitled "Subdivision Plat Requirements", Sections 13-169 through 13-169.15 thereof are hereby specifically incorporated into this agreement by reference. DEVELOPER hereby covenants and represents that he has read and understands the aforementioned code sections, and that he hereby agrees to be bound by all of the regulations, terms and conditions contained therein.

SECTION 3: DEFINITIONS.

The following definitions are in addition to those included by reference in the Code of Ordinances referred to in Section 2 hereof.

a. Project Equivalent Residential Connections - **The Property** shall be limited to **92** ERUs, as the same are defined in the Code of Ordinances. These ERU's are calculated and anticipated to be used in accordance with attached Exhibit "B", Schedules of Connection.

b. Initial Impact Fee per ERU - The initial impact fee per ERU is **$3653.11** In accordance with the Code of Ordinances, said impact fee shall be adjusted by the City Engineer.

c. Property - The land area illustrated and legally described by the attached Exhibit "A".

SECTION 4: CITY MAINTENANCE AND OPERATION OF FACILITIES.

The DEVELOPER hereby grants and gives to the CITY, its successors and assigns, the exclusive right or privilege to construct, own, maintain and operate said facilities in, under, upon, over and across the present and future streets, roads, terraces, alleys, easements, reserve utility strips and utility sites, and any public places as provided and dedicated to public use in recorded plats, or as provided for in agreements, dedications, or grants made otherwise and independent of said recorded plats. The DEVELOPER shall grant to the CITY easements of rights-of-ways corresponding with the installation of the proposed facilities. The grant or conveyance shall be in form satisfactory to the City Commission. The conveyances, whether or not located on the property shall be made without cost to the CITY. The CITY reserves the right to require such easement or right-of-way to the point at which the meter is proposed to be installed or at the "point of delivery of service", being the point at which the facilities of the CITY joins with the DEVELOPER's installation.

DEVELOPER hereby agrees that the foregoing grants shall include the necessary right of ingress and egress to any part of the Property; that the foregoing grants shall be for such period of time as the CITY or its successors or assigns require such rights, privileges or easements in the construction, ownership, maintenance, operation or expansion of the water distribution and wastewater collection and transmission facilities. The CITY hereby covenants that it will use due diligence in ascertaining all easement locations; however, should the CITY install any of its facilities outside of a dedicated easement area, the DEVELOPER hereby covenants and agrees that the CITY shall not be required to move or relocate any facilities lying outside a dedicated easement area so long as the facilities do not interfere with existing uses of the area in which the facilities have been installed. In any event, DEVELOPER agrees to provide an easement for the actual location of said facilities.

The CITY hereby agrees that all easement grants will be utilized in accordance with the established and generally accepted practices of the water and wastewater industry with respect to the installation of all its water distribution and wastewater collection and transmission facilities in any of the easement areas; and that the DEVELOPER in granting said easements, or pursuant to the terms of this WATER AND WASTEWATER AGREEMENT, shall have the right to grant nonexclusive rights, privileges and easements to other persons, firms or corporations to provide to the Property any utility services other than water or wastewater service.

SECTION 5: CONNECTION OF FACILITIES AND COMMENCEMENT OF SERVICES BY CITY,

Upon accomplishment of all of the prerequisites to be performed by the DEVELOPER as contained this WATER AND WASTEWATER AGREEMENT, and the Code of Ordinances, the CITY hereby covenants and agrees that it will connect the water distribution and wastewater collection facilities installed by the DEVELOPER to the water distribution and wastewater collection and transmission facilities of the CITY, in accordance with the terms and intent of this WATER AND WASTEWATER AGREEMENT. Such connection shall at all times be in accordance with rules, regulations, and orders of the Florida Department of Environmental Regulation, or any other governmental agency or department which has jurisdiction thereof.

The CITY agrees that once it provides water and wastewater services to the Property, and the DEVELOPER or others have connected consumer installations to the City's water distribution and wastewater collection and transmission system, the City will continuously provide water and wastewater service to the Property in a manner to conform with all regulations of the Florida Department of Environmental Regulation and the Broward County Health and Rehabilitative Services and other governmental agencies having jurisdiction over the water distribution and wastewater collection and transmission facilities and services of the CITY. Notwithstanding anything herein to the contrary, the CITY shall not be responsible for any delays in connections, commencement of service or interruptions of service due to fires, casualties, accidents, power failures, maintenance work, breakdowns, damage to equipment or facilities, civil or military authority, strikes, war, riot, unusual weather conditions, judgments of any court, Act of God, and any such delay in connection or commencement of service. Interruption of service shall not constitute a breach of this WATER AND WASTEWATER AGREEMENT nor impose any liability upon the CITY.

SECTION 6: DEVELOPER OBLIGATIONS.

DEVELOPER hereby covenants and agrees to construct and transfer ownership and control of the on-site water distribution and wastewater collection and transmission systems referred to herein to the CITY at no cost to the CITY.

It shall be DEVELOPER's obligation to furnish to the CITY accurate information with regard to matters of engineering, construction of buildings and dwellings and proposed densities. The DEVELOPER is responsible for any increase in the CITY's construction or operating costs resulting from any engineering errors or changes furnished to the CITY. Plans and specifications shall be submitted and approved for compliance with applicable CITY Ordinances.

a. Construction of Facilities by DEVELOPER. After the approval of plans and specifications, the DEVELOPER shall cause to be constructed, at THE DEVELOPER's own cost and expense, the water distribution and wastewater collection and transmission facilities as shown on the approved plans and specifications, or as the same may be modified and approved from time to time. Such facilities shall include those on-site elements and the hydraulic share of the off-site elements applicable to the DEVELOPER's Property. Complete "as built" plans shall be submitted to the CITY by the DEVELOPER upon completion of construction. Construction and, inspection of the water distribution and wastewater collection and transmission facilities by the DEVELOPER, shall be in accordance with any applicable CITY Ordinances and in accordance with good engineering practices.

The DEVELOPER may also be required to construct or finance all or a portion of the off-site water distribution and wastewater collection and transmission facilities in order to provide a physical interconnection of DEVELOPER'S property with the facilities of the CITY at their present terminus. If applicable, such eventualities are detailed in Exhibit _____, entitled "Refundable Advances". (If there is no Exhibit letter in place upon execution of this document, there are no refundable advances in connection with the development contemplated in this agreement.) If the CITY requires facilities before the DEVELOPER requires said facilities, the DEVELOPER shall pay the hydraulic share applicable to the DEVELOPER's Property, upon receipt of notice to pay from the CITY. This does not limit, in any way, the ability of the CITY to require payment through any other lawful means.

b. Transfer of Title and Ownership. By this AGREEMENT, the DEVELOPER, shall convey to the CITY, title to all water distribution and wastewater collection and transmission facilities installed by the DEVELOPER or the DEVELOPER's contractor, pursuant to the provisions of this WATER AND WASTEWATER AGREEMENT. Such conveyance shall take effect pursuant to Division 3 and 4 of Article II, Chapter 13 of the

Coconut Creek Land Development Code. Included in the approval and acceptance of the system by the CITY Engineer, shall be documentation demonstrating the DEVELOPER's compliance with the above-referenced sections of the Land Development Code. As further evidence of said transfer of title, and upon the completion of the installation and prior to the rendering of service by the CITY, the DEVELOPER shall convey to the CITY at the request of the CITY by "Bill of Sale," in form satisfactory to the CITY's counsel, the complete on-site water distribution and wastewater collection and transmission facilities. The DEVELOPER shall further cause to be conveyed to the CITY all easements and rights-of-ways covering areas in which water and wastewater facilities are installed, by recordable document in form satisfactory to the CITY's counsel.

The DEVELOPER shall also convey, by Warranty Deed, any and all wastewater collection and transmission facilities. All conveyance of easements, rights-of-ways, or Warranty Deeds shall be accompanied by evidence of title, satisfactory to the CITY, establishing the DEVELOPER's right to convey such easements, rights-of-ways or Warranty Deeds and further evidencing the CITY's right to the continuous enjoyment of such easements, rights-of-way or Warranty Deed properties to the exclusion of any other person in interest. The CITY agrees that the acceptance of the water distribution and wastewater collection and transmission facilities installed by the DEVELOPER shall constitute the assumption of responsibility by the CITY for the continuous operation and maintenance of such systems from that date forward. Mortgagees, if any, holding prior liens on such properties shall be required to release such liens, subordinate their position or join in the grant dedication of the easements, rights-of-way or Warranty Deeds, prior to acceptance of said dedication, easement, right-of-way or deed by the CITY. All water distribution or wastewater collection and transmission facilities, save and except consumer installations, shall be covered by easements, rights-of-way or warranty deeds.

Neither the DEVELOPER , nor any person or other entity holding title to any of the Property, shall have any present or future right, title, claim or interest in and to the Fee or to any of the water distribution and wastewater collection and transmission facilities and properties of the CITY. All prohibitions applicable to the DEVELOPER, are applicable to all subsequent owners, person or entities.

The CITY shall not be required to accept title to any component part of the water distribution or wastewater collection and transmission facilities as constructed by the DEVELOPER until the CITY's engineer has approved the construction of said lines and accepted the tests to determine that such construction is in accordance with applicable provisions of the Coconut Creek Land Development Code, and final approval has been received by any

other agency having jurisdiction. Said approval shall be made as required in the Coconut Creek Land Development Code and shall be evidence of the CITY'S acceptance of said lines for the CITY'S ownership, operation and maintenance.

c. Facilities Retained by Developer. Any facilities in the category of consumer installations located on the discharge side of the water meter or on the consumer's side of the point of delivery of service shall not be transferred to the CITY and shall remain the property of the DEVELOPER. Each consumer installation shall remain the maintenance responsibility of DEVELOPER. The CITY reserves the right to refuse connection and to deny the commencement of service to any consumer seeking to be connected to portions of the water distribution and wastewater collection and transmission facilities installed by the DEVELOPER until such time as the provisions of this Paragraph have been fully met by the DEVELOPER.

d. Water and Wastewater Impact Fee. In addition to the transfer of ownership and control of the on-site water distribution and wastewater collection and transmission facilities, the DEVELOPER shall pay to the CITY the Water and Wastewater Impact Fee which is defined in Section 3 (b) hereof. However, it is anticipated that the impact fee will be increased, and said increase may occur prior to or after the recordation of the plat(s) covering the property subject to this WATER AND WASTEWATER AGREEMENT, or prior to the issuance of building permits for said property. DEVELOPER hereby specifically agrees to pay the prevailing impact fee applicable to the building at the time of issuance of the building permit.

The CITY requires the payment of the Water and Wastewater Impact Fees as described below. The payment by the DEVELOPER of such fee to the CITY shall be precedent to the rendering of water and wastewater service by the CITY. Said Water and Wastewater Impact Fee shall be utilized by the CITY to pay for the debt service charges and impact fees for securing the water and wastewater capacity from Broward County and to pay for the design and construction of other water and wastewater facilities and other backbone improvements outside the scope of the DEVELOPER's financial obligation and as payment for water and wastewater facilities on any CITY owned property as may be necessary to service DEVELOPER's area.

Payment of the Water and Wastewater Impact Fee does not and will not result in the CITY waiving any of its water and wastewater charges, rates, rules and regulations, and their enforcement shall not be affected in any manner whatsoever by the DEVELOPER paying the Fee.

i. The DEVELOPER shall be charged in total the prevailing impact fee applicable to the building(s) at the time of application for the building permit less previous county reserve charges paid at the time of engineering permit application.

ii. The Water and Wastewater Impact Fees shall be assessed against each Final Plat(s) or portion thereof, to be developed by the DEVELOPER. Thirty percent (30%) (county reserve charge) of the total water and wastewater impact fees for each Final Plat or portion thereof shall be due and payable on or by five (5) working days after DEVELOPER's request for final engineering permit approval which includes "Application for Installation of Wastewater Collection/Transmission System" (DNRP Permit) or "Application for Construction Permit Extension to Community Water System" (HRS/BCPHU/DEP Permit) or similar agency document. The prevailing fee shall be calculated according to the provisions of Section 8 hereof.

iii. In addition, the remaining seventy percent (70%) (balance charge) of the prevailing impact fee on each individual lot, parcel or phase shall be paid to the CITY concurrent with the DEVELOPER's or his agent's building permit application for each individual lot, parcel or phase. The CITY shall require that the balance of the Water and Wastewater Impact Fee be paid to the CITY for each phase of residential building, residential unit or other building or structure concurrent with the first permit application for said each phase or unit(s), building(s) or structure(s). The balance of the Fee shall be calculated as the initial Water and Wastewater Impact Fee as adjusted according to the provisions of Section 8 and in effect at the time of building permit application submittal less county reserve fees paid at the time of final engineering plat(s) which includes said building(s) or structures(s).

iv. Should the DEVELOPER enter into an agreement with Broward County to have the right to commence construction on his property prior to the recordation of the final plat, payment of one hundred percent (100%) of the total of the above Water and Wastewater Impact Fees shall be made five (5) working days after the DEVELOPER has made joint application for final engineering permits and initial building permit(s) on the property. No building permit will be issued for any lot, parcel or phase in each Final Plat portion thereof or proposed plat included in the area until said Water and Wastewater Impact Fee for said area has been paid.

SECTION 7: DEVELOPER'S HYDRAULIC SHARE OF OFF-SITE FACILITIES

It is the CITY's policy to apportion the cost of the water and wastewater facilities on a pro rata basis against the property receiving service from such main transmission lines located off-site as to the DEVELOPER's Property. Since each DEVELOPER draws from the hydraulic capacity of such lines, the CITY will require that the DEVELOPER pay his Property's hydraulic share of the cost of the off-site water distribution and wastewater collection and transmission

facilities through which service is rendered to DEVELOPER's Property. Said costs shall be changed from time to time in accordance with any amendments as set forth Section 13-169.12. "Amendments to Plans and Specifications".

The CITY further declares that the Fee for the Developer's hydraulic share of off-site facilities will be applicable to the DEVELOPER's Property whether or not the water distribution and wastewater collection and transmission facilities have been previously constructed. It is the intent of this section to apportion the costs of off-site water distribution and wastewater collection and transmission facilities on a hydraulic share basis irrespective of whether such water distribution and wastewater collection and transmission facilities have been previously constructed or are proposed to be constructed. The specific fee for the DEVELOPER'S hydraulic share of the off-site facilities in connection with the development of property contemplated by this agreement shall be calculated by the DEVELOPER with the approval of the City Engineer. Said fee is due and payable prior to the issuance of engineering permits.

The DEVELOPER may also be required to advance all or a portion of the off-site water distribution and wastewater collection and transmission facilities in order to provide a physical interconnection of the DEVELOPER's Property with the facilities of the CITY at their then present terminus. Such eventualities are covered by provisions of "Refundable Advances", Exhibit _____. (If there is no Exhibit letter in place upon execution of this agreement, there are no refundable advances in connection with the development contemplated in this agreement.) If the City requires the facilities before the DEVELOPER requires them, the DEVELOPER shall pay its hydraulic share upon receipt of notice to pay from the CITY.

It shall be warranted and represented by the CITY to the DEVELOPER that a water and wastewater system is located within the municipal boundary to which the DEVELOPER may connect at the cost provided in the WATER AND WASTEWATER AGREEMENT. Said warranty and representation is subject to the CITY contracting with Broward County for said wastewater capacity, pursuant to "Wastewater Agreement", as amended from time to time and is further subject to obtaining necessary volumes of potable water from Broward County, pursuant to "Water Agreement" as amended from time to time.

SECTION 8: WATER AND WASTEWATER IMPACT FEE ADJUSTMENT FORMULA - ESCALATION PROVISIONS

The Water and Wastewater Impact Fee as defined in Section 3 (b) hereof has been structured by the CITY with regard to the present level of construction costs of water distribution and wastewater collection and transmission facilities. The impact fee schedule may be increased

from time to time to reflect increases in the construction cost of water distribution and wastewater collection and transmission facilities and related debt services and impact fees charged by Broward County. Additionally, the CITY hereby declares that the schedule of Water and Wastewater Impact Fees set forth herein shall be automatically escalated based upon increases in utility construction costs as evidenced by the quarterly construction cost index published in Engineering News Record Magazine, entitled "U.S. - 20 Cities Construction Cost Index". Regardless of the foregoing, the CITY shall automatically adjust the Water and Wastewater Impact Fees set forth herein on a quarterly basis, effective January 1, April 1, July 1 and October 1 of each year. The construction cost index of **July 1999** which was used for the purposes of calculating the above Water and Wastewater Impact Fee is **6076.3**.

SECTION 9: CITY OWNERSHIP OF FACILITIES.

The parties hereby agree that all water distribution and wastewater collection and transmission facilities used, useful or held for use in connection with providing water service and wastewater service to the Property, shall at all times remain in the sole, complete and exclusive ownership of the CITY, its successors or assigns. Any person or entity owning any part of the Property or any residence, building, or unit constructed or located thereon, shall not have any right, title, claim or interest in and to such facilities, or any part of them, for any purpose, except as otherwise provided in this AGREEMENT, including the furnishing of water and wastewater service to other persons or entities located within or beyond the limits of the Property.

The DEVELOPER agrees that it shall not (the words "shall not" being used in the mandatory definition) engage in the business or businesses of providing water and wastewater services to the Property without the CITY's consent during the period of time the CITY, its successors and assigns provide water or wastewater services to the Property. It is the intention of the parties hereto, that under the foregoing provision and also other provisions of this AGREEMENT, that the CITY shall have the sole and exclusive right and privilege to provide water and wastewater service to the Property and to the occupants of each residence, building or unit constructed thereon.

SECTION 10: WATER AND WASTEWATER RATES AND REGULATIONS.

The CITY, its successors or assigns, may amend, revise and enforce from time to time the rate or rate schedules as shall be reasonable. Rates charged to the DEVELOPER or consumers located upon the Property shall at all times be identical to rates charged for the same classification of service as are or may be in effect throughout the CITY's service area. However,

rates charged for property serviced outside the CITY's municipal boundaries shall be 25% higher than those rates inside municipal boundaries.

The initial water and wastewater rates, including any increase or decrease thereof, and the rules and regulations established, amended, or revised and enforced by the CITY from time to time in the future, shall be binding upon the DEVELOPER, upon any person or other entity holding by, through or under the DEVELOPER and upon any user or consumer of the water service and wastewater service provided to the Property by the CITY.

The CITY also retains the right to promulgate from time to time reasonable rules and regulations relating to the furnishing of water service and wastewater service to consumers.. The rules and regulations may relate to, but are not limited to, the right to discontinue the service under specified and reasonable conditions, and the type and quantity of material permitted to be discharged into the CITY's wastewater collection and transmission facilities.

SECTION 11: PROHIBITION AGAINST SEPTIC TANKS, AND WATER WELLS. The DEVELOPER and, the owners and occupants of the buildings on the DEVELOPER's Property are hereby prohibited from installing or maintaining any septic tanks except as permitted by the CITY for temporary purposes; and are further prohibited from installing or maintaining any water wells except as permitted by the CITY for temporary purposes, or as permitted by the CITY for irrigation purposes. An addendum to this Agreement shall be provided for specifying terms for temporary purposes if temporary purposes have been approved.

SECTION 12: DEVELOPER'S SCHEDULE OF CONNECTIONS.

The parties acknowledge that the CITY is not guaranteeing water and wastewater service until and unless the CITY obtains the necessary wastewater treatment and transmission capacity from Broward County pursuant to the provisions of the "Wastewater Agreement" for wastewater utility service and also obtains the necessary volumes of potable water from Broward County pursuant to the "Water Agreement" for supply of potable water. The DEVELOPER in Exhibit "B" has given to the CITY a schedule of the dates when the water distribution and wastewater collection and transmission facilities are needed. The CITY shall then obtain water and wastewater service from Broward County according to the schedule provided by the DEVELOPER.

If the DEVELOPER requests water and wastewater service at a date earlier than indicated in Exhibit "B", the CITY is not responsible for providing said water and wastewater

service. However, the CITY shall make all reasonable attempts to secure said water and wastewater service.

If the DEVELOPER does not require water and wastewater service at the time indicated on Exhibit "B", the CITY reserves the right to divert said service to other users of the water and wastewater system.

It is the DEVELOPER's responsibility to notify the CITY, in writing, of its inability to meet the schedule dates of requested water and wastewater service. At that time, the CITY may, at its discretion, amend the schedule.

SECTION 13: AMENDMENTS TO PLANS AND SPECIFICATIONS.

In the event the DEVELOPER, subsequent to the execution of the WATER AND WASTEWATER AGREEMENT, alters any plans and specifications of the proposed system, acquires additional Property or alters the densities of the Property, an amendment to the WATER AND WASTEWATER AGREEMENT shall be executed by the parties. Said amendment shall be negotiated and executed prior to the commencement of service to those areas altered by the DEVELOPER. Said amendment shall be recorded in the Public Records of Broward County, Florida at the expense of the DEVELOPER.

SECTION 14: TERM OF THE AGREEMENT.

In no event shall the term of this WATER AND WASTEWATER AGREEMENT extend beyond five (5) years from the date of execution. It is contemplated that all construction and development of the Property under the provisions of the WATER AND WASTEWATER AGREEMENT shall be completed within the five-year term. In the event the AGREEMENT terminates under this paragraph, then the AGREEMENT shall either be extended or renegotiated at the sole discretion of the CITY.

SECTION 15: ASSIGNABILITY

This WATER AND WASTEWATER AGREEMENT as provided herein may be assigned to any successors in interest of DEVELOPER to the property which is subject to said agreement.

SECTION 16: RECORDING OF AGREEMENT.

This WATER AND WASTEWATER AGREEMENT, and any amendments thereto, shall be recorded in the Public Records of Broward County, Florida, for the sole purpose of

placing all owners or occupants of properties in the DEVELOPER's Property connected to or to be connected to said water distribution and wastewater collection and transmission facilities of the CITY on notice of these provisions to the same extent and with the same force and effect as if said owners and occupants had joined in the execution of the WATER AND WASTEWATER AGREEMENT. The cost of recording said AGREEMENT, and any amendments hereto, shall be borne by the DEVELOPER. The acquisition or occupancy of any portion of the property connected to or to be connected to the said sewer system of the CITY shall be deemed conclusive evidence of the fact the said owners or occupants have consented to, become bound by and accepted the WATER AND WASTEWATER AGREEMENT. By reference the agreements between the CITY and Broward County for water and wastewater services have been made an integral part of this AGREEMENT.

SECTION 17: TITLES TO PARAGRAPHS.

The title of each paragraph in this AGREEMENT is for purposes of clarity and ease of reading only and not to be construed as a substantive portion of the AGREEMENT, and are not intended to be used as aids to interpretation and are not binding on the parties.

SECTION 18: WAIVER

A waiver of any breach of any provision of this Agreement shall not constitute or operate as a waiver of any other breach of such provision or of any other provisions, nor shall any failure to enforce any provision hereof operate as a waiver of such provision or of any other provision.

SECTION 19: LAW TO GOVERN:

This Agreement is entered into and is to be performed in the State of Florida. CITY and DEVELOPER agree that the law of the State of Florida shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and shall govern the interpretation of this Agreement. For purposes of this section, venue shall be in the County of Broward, Florida.

SECTION 20: ATTORNEYS FEES

The Non-Prevailing Party shall be liable to the Prevailing party for all costs, expenses, attorneys' fees and damages at the trial and appellate level, up to and including the U.S. Supreme court, which may be incurred or sustained by the Prevailing party by reason of the Non-Prevailing Party's breach of any of the provisions of this Agreement, whether or not litigation is

involved in any such brea

SECTION 21: REPRESENTATION BY COUNSEL

All parties to this Agreement have been represented by their respective counsel. The parties hereto acknowledge having read this Agreement and discussed the terms of this Agreement with their respective counsel and City, with its elected officials, and that approval and execution of this Agreement has been made freely and voluntarily with full knowledge of its legal effect.

SECTION 22: SEVERABILITY

The invalidity of one or more of the phrases, sentences, clauses or Sections contained in this Agreement shall not affect the validity of the remaining portions of the Agreement so long as the material purposes of this Agreement can be determined and effectuated.

SECTION 23: SURVIVABILITY

All of the terms, conditions, provisions, and representations contained in this Agreement shall survive and transcend the execution and termination of this Agreement.

IN WITNESS WHEREOF, the DEVELOPER and the CITY have executed or have caused this AGREEMENT, with the named Exhibits attached, to be duly executed in several counterparts, each of which counterpart shall be considered an original executed copy of this AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly executed by their authorized representatives and delivered on or by the 27th day of August, 1999.

SEMINOLE TRIBE OF FLORIDA:

BY: _____ **Date:**_____

James E. Billie, as its Chairman
of the Tribal Council

Attest:_____

Priscilla D. Sayen, Secretary/Treasurer

THE CITY OF COCONUT CREEK:

BY:_____ Date_____
John Kelly, City Manager

Attest_____
Barbara S. Price, CMC
City Clerk

Approved as to legal form:

BY:_____
Paul S. Stuart, City Attorney

83-253567 85-327477

BUREAU OF INDIAN AFFAIRS, INDIA, D. C.
Deed Volume 209 Page 218

WARRANTY DEED

This Indenture, made this 25th day of February, A.D. 1983 Between The Seminole Tribe of Florida, an organized Tribe existing under the laws of the United States pursuant to section 16 of the Act of June 18, 1934 as amended, having its principal place of business at 6073 Stirling Road, Hollywood, Florida, party of the first part, and The United States of America in Trust for the Seminole Tribe of Florida, c/o Department of the Interior, Washington 25, D.C., party of the second part Witnesseth:

That the said party of the first part, for an in consideration of the sum of ten dollars, to it in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged has granted, bargained and sold to the said party of the second part and its assigns forever the following described land situate, lying and being in the County of Broward and State of Florida, to-wit:

Tract 65, Block 89, of the PALM BEACH FARMS CO. PLAT NO. 3, as recorded in Plat Book 3, Pages 45 through 54 inclusive, Public Records of Palm Beach County, Florida, LESS the North 15.00 feet thereof;

Said Lands situate, lying and being in Section 18, Township 48 South, Range 42 East, City of Coconut Creek, Broward County, Florida;

Containing 4.886 acres, more or less.

And the said party of the first part does hereby fully warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever.

83 AUG 9 PM 3:39

85 SEP 27 PM 4:37

OFF REC 12854 PAGE 592

OFF REC 11053 PG 829

WILL CALL DSB
CHICAGO TITLE INSURANCE CO.
515 S.E. 7th ST.
ST. LAUDERDALE, FL 33301

EXHIBIT 4

BUREAU OF INDIAN AFFAIRS, WASH., D. C.
Deed Volume 209 Page 21

Warranty Deed
PALM BEACH FARMS CO. PLAT NO. 3

In Witness Whereof, the said party of the first part has caused these presents to be signed in its name by its proper officers, and its tribal seal to be affixed, attested by its secretary, the day and year written above.

SEMINOLE TRIBE OF FLORIDA

James E. Billie
Chairman

Attest:

Priscilla Sayen
Secretary/Treasurer

Signed, sealed and delivered in presence of us:

State of Florida
County of Broward

I hereby certify that on this 26th day of February A.D. 1983, before me personally appeared James E. Billie and Priscilla Sayen, Chairman and Secretary respectively of the Seminole Tribe of Florida, an organized Tribe, existing under the laws of the United States pursuant to §16 of the Act of June 18, 1934, as amended, to me known to be the persons who signed the foregoing instrument as such officers and severally acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned and that they affixed thereto the official seal of said Tribe and that the said instrument is the act and deed of said Tribe.

Witness my signature and official seal in the County of Broward and State of Florida this day and year last aforesaid.
My commission expires:

Notary Public, State of Florida

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES JUNE 27 1984
BONDED THRU GENERAL INS. UNDERWRITERS

This instrument prepared by
Jim Shore, General Counsel
Seminole Tribe of Florida
6073 Stirling Road
Hollywood, Florida 33024

RECORDED IN THE OFFICIAL RECORD BOOK OF BROWARD COUNTY, FLORIDA
F. T. JOHNSON
COUNTY ADMINISTRATOR

RECORDED IN THE OFFICIAL RECORD BOOK OF BROWARD COUNTY, FLORIDA
F. T. JOHNSON
COUNTY ADMINISTRATOR

OFF REC 12854 PAGE 593

OFF REC 11053 PG 830

EXHIBIT "A"

BUREAU OF INDIAN AFFAIRS, WASH., D. C.
Deed Volume 201 Page 289

AFFIDAVIT

I, Bill D. Ott, having been duly sworn, and upon my oath, state:

1. I am the Area Director, Eastern Area Office of the Bureau of Indian Affairs, an agency of the United States Department of the Interior.

2. By memorandum dated May 13, 1983 from the Acting Assistant Secretary - Indian Affairs, the Area Director was authorized to accept on behalf of the United States a conveyance of certain real estate in Broward County, Florida, to be held in trust for the Seminole Tribe of Florida. A copy of the memorandum of authority is attached as Exhibit A.

3. The land which I have been authorized to accept, and do hereby accept on behalf of the United States, is:

> Tract 65, Block 89, of THE PALM BEACH FARMS CO. PLAT NO. 3, as recorded in Plat Book 2, Pages 45 through 54 inclusive, Public Records of Palm Beach County, Florida, LESS the North 15.00 feet thereof;
>
> said lands situate, lying, and being in Section 18, Township 48 South, Range 42 East, City of Coconut Creek, Broward County, Florida.

FURTHER, The Affiant Sayeth Not.

Bill D. Ott
Area Director, Eastern Area, BIA

Subscribed and Sworn to before me this 25th day of July 1985, 1985, by Bill D. Ott.

Angel M Arroyo
Notary Public

My Commission Expires May 23, 1988
BUREAU OF INDIAN AFFAIRS, WASH., D. C.
Received for record the 14 day of April 1986 at 8:14 o'clock A.M. and recorded
Deed Volume 209 Pages 285-290
Dayne Sumatzkuda Recorder

OFF REC 12854 PAGE 594

EXHIBIT "A"

[redacted]

$ 8.70
DOCU. STAMPS-DEED

RECVD. BROWARD CTY
B. JACK OSTERWOLF

[redacted]
[redacted] P.A.
1101 Brickell Avenue, 17th Floor
Miami, Florida 33131
Folio #8216-03-0040

Tract D

QUITCLAIM DEED

THIS QUITCLAIM DEED made the 22 day of M[illegible] MANAGEMENT INTERNATIONAL II, LTD., a Florida li[illegible] having their principal place of business at c/o [illegible] 13769 Main Street, Lamont, IL 60439 (herein[illegible] the "Grantor"), to the SEMINOLE TRIBE OF FLORIDA, an organized Indian Tribe existing under the laws of the United States of America pursuant to Section 16 of the Act of June 18, 1934, as amended, whose address is 6300 Stirling Road, Hollywood, Florida 33024 (hereinafter called the "Grantee"):

WITNESSETH, that said Grantor, for and in consideration of the sum of TEN and NO/100 ($10.00) DOLLARS, in hand paid by the said Grantee, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the said Grantee forever, all the right, title, interest, claim and demand which the said Grantor has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Broward, State of Florida, to-wit:

> Tract D of the Commerce Center at Coconut Creek, according to the Plat thereof, as recorded in Plat Book 131, Page 30, of the Public Records of Broward County, Florida.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said Grantor, either in law or equity, to the only proper use, benefit and behoof of the said Grantee forever.

IN WITNESS WHEREOF, Grantor has hereunto set Grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in the presence of:

Print Name: BEATRIZ M. CAPOTE

Print Name: Kristine Napoles

GAMING MANAGEMENT INTERNATIONAL, II, LTD, a Florida limited partnership

BY: GAMING MANAGEMENT INTERNATIONAL I, INC., a Florida corporation, general partner

BY: MARTIN PERELLIS, President

STATE OF FLORIDA)
COUNTY OF DADE)

The foregoing instrument was acknowledge before me this 21 day of May, 1996, by MARTIN PERELLIS as President of GAMING MANAGEMENT INTERNATIONAL I, INC., a Florida corporation, as general partner of GAMING MANAGEMENT INTERNATIONAL II, LTD., a Florida limited partnership, who is personally known to me.

My commission expires:

NOTARY PUBLIC
Print Name: Kristine Napoles

KRISTINE NAPOLES
My Commission DD[illegible]
Expires Dec. [illegible], 1998

RECORDED IN THE OFFICIAL RECORDS BOOK OF BROWARD COUNTY, FLORIDA
COUNTY ADMINISTRATOR

BK 24943 PG 0526

EXHIBIT "A"

EXHIBIT B

Facility Usage Schedule

PHASE I:

A: Food Service Area*:

1800 SF at 2.975 ERU's per 1000 SF = 5.36 ERU's

B: Office/Common Area (including smoke shop)**:

4,500 SF at 0.636 ERU's per 1000 SF = 2.86 ERU's

C: Gaming Area:

522 Seats at 5 GPD per Seat**** at 1.5 divided 300 GAL per ERU 13.0 ERU

Subtotal Phase I 21.27 ERU

PHASE I ERUs REQUIRED 22.00 ERU

PHASE II:

A: Food Service Area*:

6000 SF at 2.975 ERU's per 1000 SF = 17.85 ERU

B: Office/Common Area (including smoke shop)**:

22,000 SF at 0.636 ERU's per 1000 SF = 13.99 ERU

C: Gaming Area:

750 Seats at 5 GPD per Seat**** at 1.5 divided 300 GAL per ERU 18.75 ERU

D: Bingo Area:

800 Seats at 5 GPD per Seat**** at 1.5 divided 300 GAL per ERU 20.00 ERU

Subtotal Phase II 69.59 ERU

PHASE II ERUs REQUIRED 70.00 ERU

TOTAL ERUs PHASE I&II 92.00 ERU

* Based on Broward County ERU Factor Schedule (10/95)
(Interpolated Value of 50% Restaurant / 50% Fast Food)

** Based on Broward County ERU Factor Schedule – Office Use (10/95)

*** Based on accepted flow estimates for movie theaters (*See sources below*)
(Bingo and movie theaters are assumed at 12-hour/day; 7-day/week)

**** Facility time/use multiplier of 1.5 (Assumed effective use of this area 18-hour/day, 7-day/week)

EXHIBIT C

ADDENDUM TO WATER AND WASTEWATER AGREEMENT

The Water and Wastewater Agreement ("Agreement") made and entered into on _____ by and between the Seminole Tribe of Florida, an organized Indian Tribe as defined in Section 16 of the Indian Reorganization Act of 1934, 25 U.S.C. 476, as amended ("Developer") and the City of Coconut Creek, Florida, a municipal corporation ("City") is hereby amended as follows:

1. Substitute Broward County Health and Rehabilitative Services with Broward County Health Department throughout the Agreement.

2. Delete the second WHEREAS on page 1 of the Agreement.

3. Delete "Section 4: City Maintenance and Operation of Facilities" of the Agreement.

4. Delete the first paragraph of Section 6 and sub-section 6. b. of the Agreement.

5. Delete "Section 9: City Ownership of Facilities" of the Agreement.

6. Section 14 is deleted and replaced with the following, "Water and wastewater services shall be provided to the Property until the Seminole Tribe, by Seminole Tribal Council Resolution, gives the City one year's notice of its intent to terminate the Water and Wastewater Agreement."

7. Section 19 is deleted and replaced with the following, "this Agreement is entered into and is to be performed in the State of Florida. CITY and OWNER agree that Federal law and the law of the State of Florida shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and shall govern the interpretation of this Agreement. For purposes of this section, venue shall be in the County of Broward, Florida."

8. In the event of a conflict between the Municipal Service Provider Agreement and the Water and Wastewater Services Agreement the Municipal Service Provider Agreement controls.

CITY OF COCONUT CREEK, FLORIDA

By: _____ _____
City Manager Date

Attest: _____
City Clerk

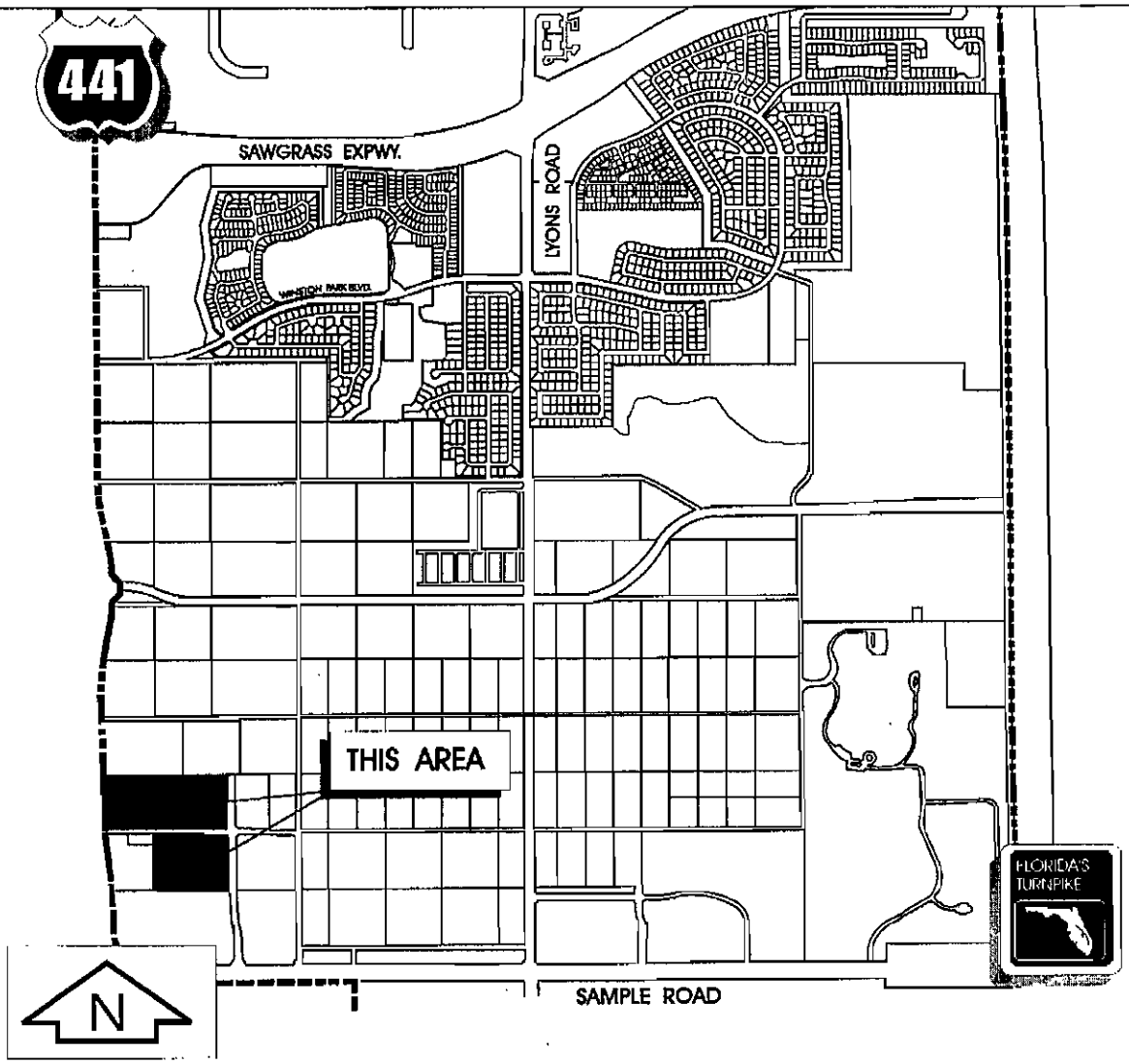
SEMINOLE TRIBE OF FLORIDA

By: _____ _____
James E. Billie, as its Chairman of the Tribal Council Date

Attest: _____
Priscilla D. Sayen, Secretary/Treasurer

I:\Client Documents\SEMINOLE\S940\MISC\Addendum Water Wastewater.doc

COMMERCE CENTER OF COCONUT CREEK TRACT D AND TRACT 65, BLOCK 89, PALM BEACH FARMS COMPANY PLAT NO. 3



CITY COMMISSION

AUGUST 12, 1999

WATER & SEWER AGREEMENT

CITY OF COCONUT CREEK

DEPARTMENT OF DEVELOPMENT SERVICES

4800 WEST COPANS ROAD
COCONUT CREEK, FL 33063
TELEPHONE (305) 973-6756

M.D.W. 11-94 page 1

11

RESOLUTION NO. 2005-116

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF COCONUT CREEK, FLORIDA AUTHORIZING THE CITY MANAGER TO EXECUTE AN AMENDMENT TO THAT CERTAIN WATER AND WASTEWATER AGREEMENT, BETWEEN THE CITY OF COCONUT CREEK AND THE SEMINOLE TRIBE OF FLORIDA, DATED SEPTEMBER 10, 1999, FOR TRACT 65, BLOCK 89, PALM BEACH FARMS CO. PLAT NO. 3 AND TRACT D OF THE COMMERCE CENTER OF COCONUT CREEK PLAT; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Seminole Tribe of Florida, an organized Indian Tribe as defined in Section 1 of the Indian Reorganization Act of 1934, (Seminole Tribe) entered into a Water and Wastewater Agreement with the City of Coconut Creek on September 10, 1999 for Tract 65, Block 89 of the Palm Beach Farms Co. Plat No. 3 and Tract D of the Commerce Center of Coconut Creek Plat; and

WHEREAS, the Seminole Tribe wishes to remove Tract D of the Commerce Center of Coconut Creek to a new Water and Wastewater Agreement, and to transfer 66 ERUs from this Agreement to a new Agreement; and

WHEREAS, City staff recommends approval of this amendment;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF COCONUT CREEK, FLORIDA:

Section 1: That the City Commission has reviewed and approves the amendment to that certain Water and Wastewater Agreement and exhibits, dated September 10, 1999, between the City and the Seminole Tribe, for Tract 65, Block 89 of the Palm Beach Farms Co. Plat No. 3, and hereby authorizes the City Manager to execute said Amendment.

Section 2: That this Resolution shall take effect immediately upon its passage.

Prepared by and return to:
Patricia A. Rathburn, Esq.
City of Coconut Creek
4800 West Copans Road
Coconut Creek, Florida 33063

INSTR # 106177347
OR BK 42244 Pages 995 - 1003
RECORDED 06/19/06 16:12:14
BROWARD COUNTY COMMISSION
DEPUTY CLERK 2000
#2, 9 Pages

COVER SHEET

WATER AND WASTEWATER AGREEMENT

This is a cover sheet to the attached certified true copy of the Water and Wastewater Agreement by and between the City of Coconut Creek and Seminole Tribe of Florida dated January 13, 2006 for 26 Equivalent Residential Connections (ERCs) for the Palm Beach Farms Plat No. 3, legally described as:

> Tract 65, Block 89, of the Palm Beach Farms Co. Plat No. 3, as recorded in Plat Book 2, Pages 45 through 54 inclusive, Public Records of Palm Beach County, Florida, less the North 15.00' thereof;
>
> Said lands situate, lying and being in Section 18 Township 48 South, Range 42 East, City of Coconut Creek, Broward County, Florida.

5/10/2006 jlc

RESOLUTION NO. 2005-116

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF COCONUT CREEK, FLORIDA AUTHORIZING THE CITY MANAGER TO EXECUTE AN AMENDMENT TO THAT CERTAIN WATER AND WASTEWATER AGREEMENT, BETWEEN THE CITY OF COCONUT CREEK AND THE SEMINOLE TRIBE OF FLORIDA, DATED SEPTEMBER 10, 1999, FOR TRACT 65, BLOCK 89, PALM BEACH FARMS CO. PLAT NO. 3 AND TRACT D OF THE COMMERCE CENTER OF COCONUT CREEK PLAT; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Seminole Tribe of Florida, an organized Indian Tribe as defined in Section 1 of the Indian Reorganization Act of 1934, (Seminole Tribe) entered into a Water and Wastewater Agreement with the City of Coconut Creek on September 10, 1999 for Tract 65, Block 89 of the Palm Beach Farms Co. Plat No. 3 and Tract D of the Commerce Center of Coconut Creek Plat; and

WHEREAS, the Seminole Tribe wishes to remove Tract D of the Commerce Center of Coconut Creek to a new Water and Wastewater Agreement, and to transfer 66 ERUs from this Agreement to a new Agreement; and

WHEREAS, City staff recommends approval of this amendment;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF COCONUT CREEK, FLORIDA:

Section 1: That the City Commission has reviewed and approves the amendment to that certain Water and Wastewater Agreement and exhibits, dated September 10, 1999, between the City and the Seminole Tribe, for Tract 65, Block 89 of the Palm Beach Farms Co. Plat No. 3, and hereby authorizes the City Manager to execute said Amendment.

Section 2: That this Resolution shall take effect imm

State of Florida
County of Broward
City of Coconut Creek
I HEREBY CERTIFY that the passed and correct
copy of Resolution No. 2005-116
Witness my hand and the Official Seal of
The City of Coconut Creek this 9th
day of May 2006
Barbara Price
City Clerk

Adopted this 8th day of December, 2005, on a motion by Vice Mayor Waldman and seconded by Comissioner Freund.

Ayes	5
Nays	0
Absent or Abstaining	0

Marilyn Gerber, Mayor

Attest:

Barbara S. Price, MMC
City Clerk

Gerber	Aye
Waldman	Aye
Tooley	Aye
Sarbone	Aye
Freund	Aye

E:\City Attorney\NCousins\Documents\City Manager\Seminole Tribe\Resolution WWA - amended for Tract 65.doc

AMENDMENT TO WATER AND WASTEWATER AGREEMENT

The Water and Wastewater Agreement ("Agreement") made and entered into on September, 10, 1999 by and between the Seminole Tribe of Florida, an organized Indian Tribe as defined in Section 16 of the Indian Reorganization Act of 1934, 25 U.S.C. 476, as amended ("Developer") and the City of Coconut Creek, Florida, a municipal corporation ("City") is hereby amended as follows:

1. Substitute "92 ERUs" with "26 ERUs" in Section 3 a.

2. Delete Exhibit "A" to the Water and Wastewater Agreement and replace it with Exhibit "A" attached to this Amendment.

3. Delete Exhibit "B" to the Water and Wastewater Agreement and replace with Exhibit "B" attached to this Amendment.

4. Except as hereby amended, all other terms and conditions of that certain Water and Waste Water Agreement entered into between the parties on September 10, 1999, remain in full force and effect.

[THIS AREA INTENTIONALLY LEFT BLANK]

EXHIBIT "A"

CITY OF COCONUT CREEK, FLORIDA

By: _____
City Manager

January 13, 2006
Date

Attest: _____
City Clerk

APPROVED AS TO FORM:

_____
NANCY A. COUSINS

SEMINOLE TRIBE OF FLORIDA

By: _____
Mitchell Cypress, Chairman of the
Tribal Council

January 13, 2006
Date

Attest: _____
Priscilla D. Sayen, Secretary

I:\Client Documents\SEMINOLE\776-003\Misc\Addendum Water Wastewater - Tract D.doc

wwastofccca12-29-05

EXHIBIT

A

FILE COPY

83-253567

85-527477

BUREAU OF INDIAN AFFAIRS, WASH., D. C.
Deed Volume 209 Page 217

WARRANTY DEED

This Indenture, made this 25th day of February, A.D. 1983 Between The Seminole Tribe of Florida, an organized Tribe existing under the laws of the United States pursuant to Section 16 of the Act of June 18, 1934 as amended, having its principal place of business at 6073 Stirling Road, Hollywood, Florida, party of the first part, and The United States of America in Trust for the Seminole Tribe of Florida, c/o Department of the Interior, Washington 25, D.C., party of the second part Witnesseth:

That the said party of the first part, for an in consideration of the sum of ten dollars, to it in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged has granted, bargained and sold to the said party of the second part and its assigns forever the following described land situate, lying and being in the County of Broward and State of Florida, to-wit:

'83 AUG 9 PM 3:39

'85 SEP 27 PM 4:37

OFF REC 12854 PAGE 592

OFF REC 11053 PG 82

Tract 65, Block 89, of the PALM BEACH FARMS CO. PLAT NO. 3, as recorded in Plat Book 2, Pages 45 through 54 inclusive, Public Reocrds of Palm Beach County, Florida, LESS the North 15.00 feet thereof;

Said lands situate, lying and being in Section 18, Township 48 South, Range 42 East, City of Coconut Creek, Broward County, Florida;

Containing 4.886 acres, more or less.

And the said party of the first part does hereby fully warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever.

WILL CALL 258
CHICAGO TITLE INSURANCE CO.
315 S.E. 7th ST.

BUREAU OF INDIAN AFFAIRS, WASH., D. C.
Deed Volume 209 Page 288

Warranty Deed
PALM BEACH FARMS CO. PLAT NO. 3

In Witness Whereof, the said party of the first part has caused these presents to be signed in its name by its proper officers, and its tribal seal to be affixed, attested by its secretary, the day and year written above.

SEMINOLE TRIBE OF FLORIDA

James E. Billie
Chairman

ATTEST:

Priscilla Sayen
Secretary/Treasurer

Signed, sealed and delivered in presence of us:

State of Florida)
)
County of Broward)

I hereby certify that on this 25th day of February A.D. 1983, before me personally appeared James E. Billie and Priscilla Sayen, Chairman and Secretary respectively of the Seminole Tribe of Florida, an organized Tribe, existing under the laws of the United States pursuant to §16 of the Act of June 18, 1934, as amended, to me known to be the persons who signed the foregoing instrument as such officers and severally acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned and that they affixed thereto the official seal of said Tribe and that the said instrument is the act and deed of said Tribe.

Witness my signature and official seal in the County of Broward and State of Florida this day and year last aforesaid.
My commission expires:

Notary Public, State of Florida

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES JUNE 27 1984
BONDED THRU GENERAL INS. UNDERWRITERS

This instrument prepared by
Jim Shore, General Counsel
Seminole Tribe of Florida
6073 Stirling Road
Hollywood, Florida 33024

RECORDED IN THE OFFICIAL RECORDS BOOK OF BROWARD COUNTY, FLORIDA
F. T. JOHNSON
COUNTY ADMINISTRATOR

RECORDED IN THE OFFICIAL RECORDS BOOK OF BROWARD COUNTY, FLORIDA
F. T. JOHNSON
COUNTY ADMINISTRATOR

OFF REC 12854 PAGE 593

OFF REC 11053 PG 830

BUREAU OF INDIAN AFFAIRS, WASH., D. C.
Deed Volume 209 Page 289

AFFIDAVIT

I, Bill D. Ott, having been duly sworn, and upon my oath, state:

1. I am the Area Director, Eastern Area Office of the Bureau of Indian Affairs, an agency of the United States Department of the Interior.

2. By memorandum dated May 13, 1983 from the Acting Assistant Secretary - Indian Affairs, the Area Director was authorized to accept on behalf of the United States a conveyance of certain real estate in Broward County, Florida, to be held in trust for the Seminole Tribe of Florida. A copy of the memorandum of authority is attached as Exhibit A.

3. The land which I have been authorized to accept, and do hereby accept on behalf of the United States, is:

Tract 65, Block 89, of THE PALM BEACH FARMS CO. PLAT NO. 3, as recorded in Plat Book 2, Pages 45 through 54 inclusive, Public Records of Palm Beach County, Florida, LESS the North 15.00 feet thereof;

said lands situate, lying, and being in Section 18, Township 48 South, Range 42 East, City of Coconut Creek, Broward County, Florida.

FURTHER, The Affiant Sayeth Not.

Bill D. Ott
Bill D. Ott
Area Director, Eastern Area, BIA

Subscribed and Sworn to before me this 25th day of July 1985, 1985, by Bill D. Ott.

Angel M Arias
Notary Public

My Commission Expires May 20, 1988
BUREAU OF INDIAN AFFAIRS, WASH., D. C.
Received for record the 14 day of April 1986 at 8:14 o'clock A. M. and recorded
Deed Volume 209 Pages 285-290
Rayna Sumatzkuder Recorder

OFF REC 12854 PAGE 594

EXHIBIT "B"

ERU Calculations

PHASE I: Tract 65- Casino

A.	Food Service Area*:	
	1800 s/f @ 2.975 ERU's per 1000 s/f =	5.36 ERU's
B.	Office/Common Area (including smoke shop)**	
	4,500 s/f @ 0.636 ERU's per 1000 s/f =	2.86 ERU's
C.	Gaming Area:	
	522 seats at 5 GPD per seat*** @1.5/300 gal per ERU =	13.0 ERU's
	SUBTOTAL	22 ERU's

PHASE II: Tract 65 - Restaurant

A.	1541 s/f @ 2.495 ERU's per 1000 s/f =	3.8 ERU's
	SUBTOTAL	4 ERU'S
	TOTAL	**26 ERU'S**

* Based on Broward County ERU factor Schedule (10/95)
(Interpolated Value of 50% Restaurant / 50% Fast Food)

** Based on Broward County ERU Factor Schedule - Office Use (10/95)

*** Facility time/use multiplier of 1.5 (Assumed effective use of this area 18-hour/day, 7 day/week)

(12)

RESOLUTION NO. 2005-117

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF COCONUT CREEK, FLORIDA AUTHORIZING THE CITY MANAGER TO EXECUTE A WATER AND WASTEWATER AGREEMENT, BY AND BETWEEN THE CITY OF COCONUT CREEK AND THE SEMINOLE TRIBE OF FLORIDA, FOR TRACT D OF THE COMMERCE CENTER OF COCONUT CREEK PLAT; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Seminole Tribe of Florida, an organized Indian Tribe as defined in Section 1 of the Indian Reorganization Act of 1934, (Seminole Tribe) is desirous of connecting to the City of Coconut Creek's water and sewer facilities for Tract D of the Commerce Center of Coconut Creek Plat; and

WHEREAS, the Seminole Tribe plans to construct new facilities on said property and has reserved 70 ERU's to support the development; and

WHEREAS, based on the City's current water and wastewater allocation, sufficient capacity exists to serve this property.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF COCONUT CREEK, FLORIDA:

Section 1: That the City Commission has reviewed and approves the Water and Wastewater Agreement and exhibits, attached hereto and made a part hereof, by and between the City and the Seminole Tribe, for a Tract D of the Commerce Center of Coconut Creek Plat and hereby authorizes the City Manager to execute said Agreement and exhibits.

Section 2: That this Resolution shall take effect immediately upon its passage.

Adopted this 8th day of December, 2005, on a motion by Mayor Waldman and seconded by Commissioner Freund.

State of Florida
County of Broward
City of Coconut Creek
I HEREBY CERTIFY that this is a true and correct copy of Resolution No. 2005-117
Witness my hand and the Official Seal
The City of Coconut Creek this 9th
day of May 2006
Barbara DeRice
City Clerk

Ayes	5
Nays	0
Absent or Abstaining	0

Marilyn Gerber, Mayor

Attest:

Barbara S. Price, MMC
City Clerk

Gerber	Aye
Waldman	Aye
Tooley	Aye
Sarbone	Aye
Freund	Aye

E:\City Attorney\NCousins\Documents\City Manager\Seminole Tribe\Resolution WWA - new for Tract D.doc

WATER AND WASTEWATER AGREEMENT

THIS AGREEMENT ("WATER AND WASTEWATER AGREEMENT") made and entered into this day 13th of JANUARY, 2006, by and between THE SEMINOLE TRIBE OF FLORIDA, an organized Indian Tribe as defined in Section 16 of the Indian Reorganization Act of 1934, 25 U.S.C. 476, hereinafter referred to as "DEVELOPER" and the CITY OF COCONUT CREEK, Florida, a municipal corporation, hereinafter referred to as "CITY".

WITNESSETH

WHEREAS, the DEVELOPER owns or controls lands located in Broward County, Florida, as described in Exhibit "A", attached hereto and made a part hereof as if fully set out in this paragraph and hereinafter referred to as "Property," and DEVELOPER has or is about to develop the Property by erecting thereon single family residential buildings, multi-family residential buildings, commercial improvements, industrial improvements, institutional, recreational or other uses; and

WHEREAS, in order to meet the financing and general requirements of certain private agencies and certain Federal, State and local governmental agencies, such as, but not limited to, the Florida Department of Environmental Protection and the Broward County Health and Rehabilitative Services, the Veterans' Administration, the Federal Housing Administration, and private lending institutions, it is necessary that adequate water and wastewater facilities and services be provided to serve the Property and to serve the occupants of each residence, building, or unit constructed or located on the Property; and

WHEREAS, the DEVELOPER is required to execute a "WATER AND WASTEWATER AGREEMENT" setting forth such reasonable provisions governing the DEVELOPER's and the CITY's responsibility pertaining to the installation of water and wastewater service facilities; the connection of consumer installations with the facilities; and

WHEREAS, DEVELOPER wishes to develop or redevelop their property and is required to execute a "WATER AND WASTEWATER AGREEMENT" setting forth such reasonable provisions governing said property owners and the CITY's responsibility pertaining to the installation of water and WASTEWATER service facilities; the connection of consumer installations with the facilities of the CITY; the manner and method of payment of Impact Fees; standards of construction or specifications; time commitments to "take and use water and wastewater services"; engineering errors and omissions; rules, regulations and procedures of the CITY and other reasonable regulations; and

WHEREAS, CITY is willing to provide, in accordance with the provisions hereinafter set out, central water and wastewater facilities, and to extend such facilities by way of water

distribution mains and wastewater collection and transmission mains, and to thereafter operate such facilities so that the occupants of each residence, building, or unit constructed on properties will receive an adequate water and wastewater service from the CITY.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED HEREIN, THE PARTIES HERETO AGREE AS FOLLOWS:

SECTION 1: WHEREAS CLAUSES.

The foregoing "Whereas" clauses are hereby ratified and confirmed as true and correct, and are incorporated herein as if set forth in full.

SECTION 2: CITY CODE INCORPORATED HEREIN.

Chapter 13, of the Code of Ordinances of the City of Coconut Creek, entitled "Land Development Code", Article II thereof entitled "Subdivision Regulations", Division 2 thereof, entitled "Subdivision Plat Requirements", Sections 13-169 through 13-169.15 thereof are hereby specifically incorporated into this agreement by reference. DEVELOPER hereby covenants and represents that he has read and understands the aforementioned code sections, and that he hereby agrees to be bound by all of the regulations, terms and conditions contained therein.

SECTION 3: DEFINITIONS.

The following definitions are in addition to those included by reference in the Code of Ordinances referred to in Section 2 hereof.

a. Project Equivalent Residential Connections – The Property shall be limited to 70 ERCs, as the same are defined in the Code of Ordinances. These ERC's are calculated and anticipated to be used in accordance with attached Exhibit "B", Schedules of Connection.
b. Initial Impact Fee per ERC - The initial impact fee per ERC is $3563.95. In accordance with the Code of Ordinances, said impact fee shall be adjusted by the City Engineer.
c. Property - The land area illustrated and legally described by the attached Exhibit "A".

SECTION 4: CITY MAINTENANCE AND OPERATION OF FACILITIES.

The DEVELOPER hereby grants and gives to the CITY, its successors and assigns, the exclusive right or privilege to construct, own, maintain and operate said facilities in, under, upon, over and across the present and future streets, roads, terraces, alleys, easements, reserve utility strips and utility sites, and any public places as provided and dedicated to public use in recorded plats, or as provided for in agreements, dedications, or grants made otherwise and independent of said recorded plats. The DEVELOPER shall grant to the CITY easements of rights-of-ways corresponding with the installation of the proposed facilities. The grant or conveyance shall be in form satisfactory to the City Commission. The conveyances, whether or not located on the

property shall be made without cost to the CITY. The CITY reserves the right to require such easement or right-of-way to the point at which the meter is proposed to be installed or at the "point of delivery of service", being the point at which the facilities of the CITY joins with the DEVELOPER's installation.

DEVELOPER hereby agrees that the foregoing grants shall include the necessary right of ingress and egress to any part of the Property; that the foregoing grants shall be for such period of time as the CITY or its successors or assigns require such rights, privileges or easements in the construction, ownership, maintenance, operation or expansion of the water distribution and wastewater collection and transmission facilities. The CITY hereby covenants that it will use due diligence in ascertaining all easement locations; however, should the CITY install any of its facilities outside of a dedicated easement area, the DEVELOPER hereby covenants and agrees that the CITY shall not be required to move or relocate any facilities lying outside a dedicated easement area so long as the facilities do not interfere with existing uses of the area in which the facilities have been installed. In any event, DEVELOPER agrees to provide an easement for the actual location of said facilities.

The CITY hereby agrees that all easement grants will be utilized in accordance with the established and generally accepted practices of the water and wastewater industry with respect to the installation of all its water distribution and wastewater collection and transmission facilities in any of the easement areas; and that the DEVELOPER in granting said easements, or pursuant to the terms of this WATER AND WASTEWATER AGREEMENT, shall have the right to grant nonexclusive rights, privileges and easements to other persons, firms or corporations to provide to the Property any utility services other than water or wastewater service.

SECTION 5: CONNECTION OF FACILITIES AND COMMENCEMENT OF SERVICES BY CITY.

Upon accomplishment of all of the prerequisites to be performed by the DEVELOPER as contained this WATER AND WASTEWATER AGREEMENT, and the Code of Ordinances, the CITY hereby covenants and agrees that it will connect the water distribution and wastewater collection facilities installed by the DEVELOPER to the water distribution and wastewater collection and transmission facilities of the CITY, in accordance with the terms and intent of this WATER AND WASTEWATER AGREEMENT. Such connection shall at all times be in accordance with rules, regulations, and orders of the Florida Department of Environmental Regulation, or any other governmental agency or department which has jurisdiction thereof.

The CITY agrees that once it provides water and wastewater services to the Property, and the DEVELOPER or others have connected consumer installations to the City's water distribution and wastewater collection and transmission system, the City will continuously provide water and wastewater service to the Property in a manner to conform with all regulations of the Florida Department of Environmental Regulation and the Broward County Health and Rehabilitative Services and other governmental agencies having jurisdiction over the water distribution and wastewater collection and transmission facilities and services of the CITY. Notwithstanding anything herein to the contrary, the CITY shall not be responsible for any delays in connections, commencement of service or interruptions of service due to fires, casualties, accidents, power failures, maintenance work, breakdowns, damage to equipment or facilities, civil or military authority, strikes, war, riot, unusual weather conditions, judgments of any court, Act of God, and any such delay in connection or commencement of service.

Interruption of service shall not constitute a breach of this WATER AND WASTEWATER AGREEMENT nor impose any liability upon the CITY.

SECTION 6: DEVELOPER OBLIGATIONS.

DEVELOPER hereby covenants and agrees to construct and transfer ownership and control of the on-site water distribution and wastewater collection and transmission systems referred to herein to the CITY at no cost to the CITY.

It shall be DEVELOPER's obligation to furnish to the CITY accurate information with regard to matters of engineering, construction of buildings and dwellings and proposed densities. The DEVELOPER is responsible for any increase in the CITY's construction or operating costs resulting from any engineering errors or changes furnished to the CITY. Plans and specifications shall be submitted and approved for compliance with applicable CITY Ordinances.

a. Construction of Facilities by DEVELOPER. After the approval of plans and specifications, the DEVELOPER shall cause to be constructed, at THE DEVELOPER's own cost and expense, the water distribution and wastewater collection and transmission facilities as shown on the approved plans and specifications, or as the same may be modified and approved from time to time. Such facilities shall include those on-site elements and the hydraulic share of the off-site elements applicable to the DEVELOPER's Property. Complete "as built" plans shall be submitted to the CITY by the DEVELOPER upon completion of construction. Construction and, inspection of the water distribution and wastewater collection and transmission facilities by the DEVELOPER, shall be in accordance with any applicable CITY Ordinances and in accordance with good engineering practices.

The DEVELOPER may also be required to construct or finance all or a portion of the off-site water distribution and wastewater collection and transmission facilities in order to provide a physical interconnection of DEVELOPER'S property with the facilities of the CITY at their present terminus. If applicable, such eventualities are detailed in Exhibit _____, entitled "Refundable Advances". (If there is no Exhibit letter in place upon execution of this document, there are no refundable advances in connection with the development contemplated in this agreement.) If the CITY requires facilities before the DEVELOPER requires said facilities, the DEVELOPER shall pay the hydraulic share applicable to the DEVELOPER's Property, upon receipt of notice to pay from the CITY. This does not limit, in any way, the ability of the CITY to require payment through any other lawful means.

b. Transfer of Title and Ownership. By this AGREEMENT, the DEVELOPER, shall convey to the CITY, title to all water distribution and wastewater collection and transmission facilities installed by the DEVELOPER or the DEVELOPER's contractor, pursuant to the provisions of this WATER AND WASTEWATER AGREEMENT. Such conveyance shall take effect pursuant to Division 3 and 4 of Article II, Chapter 13 of the Coconut Creek Land Development Code. Included in the approval and acceptance of the system by the CITY Engineer, shall be documentation demonstrating the DEVELOPER's compliance with the above-referenced sections of the Land Development Code. As further evidence of said transfer of title, and upon the completion of the installation and prior to the rendering of service by the CITY, the DEVELOPER shall convey to the CITY at the request of the CITY by "Bill of Sale," in form satisfactory to the CITY's counsel, the complete on-site water distribution and wastewater collection and transmission facilities. The DEVELOPER shall further cause to be conveyed to

the CITY all easements and rights-of-ways covering areas in which water and wastewater facilities are installed, by recordable document in form satisfactory to the CITY's counsel.

The DEVELOPER shall also convey, by Warranty Deed, any and all wastewater collection and transmission facilities. All conveyance of easements, rights-of-ways, or Warranty Deeds shall be accompanied by evidence of title, satisfactory to the CITY, establishing the DEVELOPER's right to convey such easements, rights-of-ways or Warranty Deeds and further evidencing the CITY's right to the continuous enjoyment of such easements, rights-of-way or Warranty Deed properties to the exclusion of any other person in interest. The CITY agrees that the acceptance of the water distribution and wastewater collection and transmission facilities installed by the DEVELOPER shall constitute the assumption of responsibility by the CITY for the continuous operation and maintenance of such systems from that date forward. Mortgagees, if any, holding prior liens on such properties shall be required to release such liens, subordinate their position or join in the grant dedication of the easements, rights-of-way or Warranty Deeds, prior to acceptance of said dedication, easement, right-of-way or deed by the CITY. All water distribution or wastewater collection and transmission facilities, save and except consumer installations, shall be covered by easements, rights-of-way or warranty deeds.

Neither the DEVELOPER , nor any person or other entity holding title to any of the Property, shall have any present or future right, title, claim or interest in and to the Fee or to any of the water distribution and wastewater collection and transmission facilities and properties of the CITY. All prohibitions applicable to the DEVELOPER, are applicable to all subsequent owners, person or entities.

The CITY shall not be required to accept title to any component part of the water distribution or wastewater collection and transmission facilities as constructed by the DEVELOPER until the CITY's engineer has approved the construction of said lines and accepted the tests to determine that such construction is in accordance with applicable provisions of the Coconut Creek Land Development Code, and final approval has been received by any other agency having jurisdiction. Said approval shall be made as required in the Coconut Creek Land Development Code and shall be evidence of the CITY'S acceptance of said lines for the CITY'S ownership, operation and maintenance.

c. Facilities Retained by Developer. Any facilities in the category of consumer installations located on the discharge side of the water meter or on the consumer's side of the point of delivery of service shall not be transferred to the CITY and shall remain the property of the DEVELOPER. Each consumer installation shall remain the maintenance responsibility of DEVELOPER. The CITY reserves the right to refuse connection and to deny the commencement of service to any consumer seeking to be connected to portions of the water distribution and wastewater collection and transmission facilities installed by the DEVELOPER until such time as the provisions of this Paragraph have been fully met by the DEVELOPER.

d. Water and Wastewater Impact Fee. In addition to the transfer of ownership and control of the on-site water distribution and wastewater collection and transmission facilities, the DEVELOPER shall pay to the CITY the Water and Wastewater Impact Fee which is defined in Section 3 (b) hereof . However, it is anticipated that the impact fee will be increased, and said increase may occur prior to or after the recordation of the plat(s) covering the property subject to this WATER AND WASTEWATER AGREEMENT, or prior to the issuance of building permits for said property. DEVELOPER hereby specifically agrees to pay the prevailing impact fee applicable to the building at the time of issuance of the building permit.

SECTION 7: DEVELOPER'S HYDRAULIC SHARE OF OFF-SITE FACILITIES

It is the CITY's policy to apportion the cost of the water and wastewater facilities on a pro rata basis against the property receiving service from such main transmission lines located off-site as to the DEVELOPER's Property. Since each DEVELOPER draws from the hydraulic capacity of such lines, the CITY will require that the DEVELOPER pay his Property's hydraulic share of the cost of the off-site water distribution and wastewater collection and transmission facilities through which service is rendered to DEVELOPER's Property. Said costs shall be changed from time to time in accordance with any amendments as set forth Section 13-169.12. "Amendments to Plans and Specifications".

The CITY further declares that the Fee for the Developer's hydraulic share of off-site facilities will be applicable to the DEVELOPER's Property whether or not the water distribution and wastewater collection and transmission facilities have been previously constructed. It is the intent of this section to apportion the costs of off-site water distribution and wastewater collection and transmission facilities on a hydraulic share basis irrespective of whether such water distribution and wastewater collection and transmission facilities have been previously constructed or are proposed to be constructed. The specific fee for the DEVELOPER'S hydraulic share of the off-site facilities in connection with the development of property contemplated by this agreement shall be calculated by the DEVELOPER with the approval of the City Engineer. Said fee is due and payable prior to the issuance of engineering permits.

The DEVELOPER may also be required to advance all or a portion of the off-site water distribution and wastewater collection and transmission facilities in order to provide a physical interconnection of the DEVELOPER's Property with the facilities of the CITY at their then present terminus. Such eventualities are covered by provisions of "Refundable Advances", Exhibit _____. (If there is no Exhibit letter in place upon execution of this agreement, there are no refundable advances in connection with the development contemplated in this agreement.) If the City requires the facilities before the DEVELOPER requires them, the DEVELOPER shall pay its hydraulic share upon receipt of notice to pay from the CITY.

It shall be warranted and represented by the CITY to the DEVELOPER that a water and wastewater system is located within the municipal boundary to which the DEVELOPER may connect at the cost provided in the WATER AND WASTEWATER AGREEMENT. Said warranty and representation is subject to the CITY contracting with Broward County for said wastewater capacity, pursuant to "Wastewater Agreement", as amended from time to time and is further subject to obtaining necessary volumes of potable water from Broward County, pursuant to "Water Agreement" as amended from time to time.

SECTION 8: WATER AND WASTEWATER IMPACT FEE ADJUSTMENT FORMULA - ESCALATION PROVISIONS

The Water and Wastewater Impact Fee as defined in Section 3 (b) hereof has been structured by the CITY with regard to the present level of construction costs of water distribution and wastewater collection and transmission facilities. The impact fee schedule may be increased from time to time to reflect increases in the construction cost of water distribution and wastewater collection and transmission facilities and related debt services and impact fees charged by Broward County. Additionally, the CITY hereby declares that the schedule of Water and Wastewater Impact Fees set forth herein shall be automatically escalated based upon increases in utility construction costs as evidenced by the quarterly construction cost index

published in Engineering News Record Magazine, entitled "U.S. - 20 Cities Construction Cost Index". Regardless of the foregoing, the CITY shall automatically adjust the Water and Wastewater Impact Fees set forth herein on a quarterly basis, effective January 1, April 1, July 1 and October 1 of each year. The construction cost index of July, 2005 which was used for the purposes of calculating the above Water and Wastewater Impact Fee is $7421.57.

SECTION 9: CITY OWNERSHIP OF FACILITIES.

The parties hereby agree that all water distribution and wastewater collection and transmission facilities used, useful or held for use in connection with providing water service and wastewater service to the Property, shall at all times remain in the sole, complete and exclusive ownership of the CITY, its successors or assigns. Any person or entity owning any part of the Property or any residence, building, or unit constructed or located thereon, shall not have any right, title, claim or interest in and to such facilities, or any part of them, for any purpose, except as otherwise provided in this AGREEMENT, including the furnishing of water and wastewater service to other persons or entities located within or beyond the limits of the Property.

The DEVELOPER agrees that it shall not (the words "shall not" being used in the mandatory definition) engage in the business or businesses of providing water and wastewater services to the Property without the CITY's consent during the period of time the CITY, its successors and assigns provide water or wastewater services to the Property. It is the intention of the parties hereto, that under the foregoing provision and also other provisions of this AGREEMENT, that the CITY shall have the sole and exclusive right and privilege to provide water and wastewater service to the Property and to the occupants of each residence, building or unit constructed thereon.

SECTION 10: WATER AND WASTEWATER RATES AND REGULATIONS.

The CITY, its successors or assigns, may amend, revise and enforce from time to time the rate or rate schedules as shall be reasonable. Rates charged to the DEVELOPER or consumers located upon the Property shall at all times be identical to rates charged for the same classification of service as are or may be in effect throughout the CITY's service area. However, rates charged for property serviced outside the CITY's municipal boundaries shall be 25% higher than those rates inside municipal boundaries.

The initial water and wastewater rates, including any increase or decrease thereof, and the rules and regulations established, amended, or revised and enforced by the CITY from time to time in the future, shall be binding upon the DEVELOPER, upon any person or other entity holding by, through or under the DEVELOPER and upon any user or consumer of the water service and wastewater service provided to the Property by the CITY.

The CITY also retains the right to promulgate from time to time reasonable rules and regulations relating to the furnishing of water service and wastewater service to consumers. The rules and regulations may relate to, but are not limited to, the right to discontinue the service under specified and reasonable conditions, and the type and quantity of material permitted to be discharged into the CITY's wastewater collection and transmission facilities.

SECTION 11: PROHIBITION AGAINST SEPTIC TANKS, AND WATER WELLS.

The DEVELOPER and, the owners and occupants of the buildings on the DEVELOPER's Property are hereby prohibited from installing or maintaining any septic tanks except as permitted by the CITY for temporary purposes; and are further prohibited from installing or maintaining any water wells except as permitted by the CITY for temporary purposes, or as permitted by the CITY for irrigation purposes. An addendum to this Agreement shall be provided for specifying terms for temporary purposes if temporary purposes have been approved.

SECTION 12: DEVELOPER'S SCHEDULE OF CONNECTIONS.

The parties acknowledge that the CITY is not guaranteeing water and wastewater service until and unless the CITY obtains the necessary wastewater treatment and transmission capacity from Broward County pursuant to the provisions of the "Wastewater Agreement" for wastewater utility service and also obtains the necessary volumes of potable water from Broward County pursuant to the "Water Agreement" for supply of potable water. The DEVELOPER in Exhibit "B" has given to the CITY a schedule of the dates when the water distribution and wastewater collection and transmission facilities are needed. The CITY shall then obtain water and wastewater service from Broward County according to the schedule provided by the DEVELOPER.

If the DEVELOPER requests water and wastewater service at a date earlier than indicated in Exhibit "B", the CITY is not responsible for providing said water and wastewater service. However, the CITY shall make all reasonable attempts to secure said water and wastewater service.

If the DEVELOPER does not require water and wastewater service at the time indicated on Exhibit "B", the CITY reserves the right to divert said service to other users of the water and wastewater system.

It is the DEVELOPER's responsibility to notify the CITY, in writing, of its inability to meet the schedule dates of requested water and wastewater service. At that time, the CITY may, at its discretion, amend the schedule.

SECTION 13: AMENDMENTS TO PLANS AND SPECIFICATIONS.

In the event the DEVELOPER, subsequent to the execution of the WATER AND WASTEWATER AGREEMENT, alters any plans and specifications of the proposed system, acquires additional Property or alters the densities of the Property, an amendment to the WATER AND WASTEWATER AGREEMENT shall be executed by the parties. Said amendment shall be negotiated and executed prior to the commencement of service to those areas altered by the DEVELOPER. Said amendment shall be recorded in the Public Records of Broward County, Florida at the expense of the DEVELOPER.

SECTION 14: TERM OF THE AGREEMENT.

In no event shall the term of this WATER AND WASTEWATER AGREEMENT extend beyond five (5) years from the date of execution. It is contemplated that all construction and

development of the Property under the provisions of the WATER AND WASTEWATER AGREEMENT shall be completed within the five-year term. In the event the AGREEMENT terminates under this paragraph, then the AGREEMENT shall either be extended or renegotiated at the sole discretion of the CITY.

SECTION 15: ASSIGNABILITY.

This WATER AND WASTEWATER AGREEMENT as provided herein may be assigned to any successors in interest of DEVELOPER to the property which is subject to said agreement.

SECTION 16: RECORDING OF AGREEMENT.

This WATER AND WASTEWATER AGREEMENT, and any amendments thereto, shall be recorded in the Public Records of Broward County, Florida, for the sole purpose of placing all owners or occupants of properties in the DEVELOPER's Property connected to or to be connected to said water distribution and wastewater collection and transmission facilities of the CITY on notice of these provisions to the same extent and with the same force and effect as if said owners and occupants had joined in the execution of the WATER AND WASTEWATER AGREEMENT. The cost of recording said AGREEMENT, and any amendments hereto, shall be borne by the DEVELOPER. The acquisition or occupancy of any portion of the property connected to or to be connected to the said sewer system of the CITY shall be deemed conclusive evidence of the fact the said owners or occupants have consented to, become bound by and accepted the WATER AND WASTEWATER AGREEMENT. By reference the agreements between the CITY and Broward County for water and wastewater services have been made an integral part of this AGREEMENT.

SECTION 17: TITLES TO PARAGRAPHS.

The title of each paragraph in this AGREEMENT is for purposes of clarity and ease of reading only and not to be construed as a substantive portion of the AGREEMENT, and are not intended to be used as aids to interpretation and are not binding on the parties.

SECTION 18: WAIVER.

A waiver of any breach of any provision of this Agreement shall not constitute or operate as a waiver of any other breach of such provision or of any other provisions, nor shall any failure to enforce any provision hereof operate as a waiver of such provision or of any other provision.

SECTION 19: LAW TO GOVERN.

This Agreement is entered into and is to be performed in the State of Florida. CITY and DEVELOPER agree that the law of the State of Florida shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and shall govern the interpretation of this Agreement. For purposes of this section, venue shall be in the County of Broward, Florida.

SECTION 20: ATTORNEYS FEES

The Non-Prevailing Party shall be liable to the Prevailing party for all costs, expenses, attorneys' fees and damages at the trial and appellate level, up to and including the U.S. Supreme court, which may be incurred or sustained by the Prevailing party by reason of the Non-Prevailing Party's breach of any of the provisions of this Agreement, whether or not litigation is involved in any such breach.

SECTION 21: REPRESENTATION BY COUNSEL

All parties to this Agreement have been represented by their respective counsel. The parties hereto acknowledge having read this Agreement and discussed the terms of this Agreement with their respective counsel and City, with its elected officials, and that approval and execution of this Agreement has been made freely and voluntarily with full knowledge of its legal effect.

SECTION 22: SEVERABILITY

The invalidity of one or more of the phrases, sentences, clauses or Sections contained in this Agreement shall not affect the validity of the remaining portions of the Agreement so long as the material purposes of this Agreement can be determined and effectuated.

SECTION 23: SURVIVABILITY

All of the terms, conditions, provisions, and representations contained in this Agreement shall survive and transcend the execution and termination of this Agreement.

IN WITNESS WHEREOF, the DEVELOPER and the CITY have executed or have caused this AGREEMENT, with the named Exhibits attached, to be duly executed in several counterparts, each of which counterpart shall be considered an original executed copy of this AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in their corporate names, by their duly authorized officers and their respective seals affixed, this _____day of _____, 2006.

THIS SPACE INTENTIONALLY LEFT BLANK

SEMINOLE TRIBE OF FLORIDA:

BY: _____ **Date:** _____
Mitchell Cypress, as its Chairman
of the Tribal Council

ATTEST: _____
By: _____

THE CITY OF COCONUT CREEK:

BY: _____ **Date:** January 13, 2006
John Kelly, City Manager

ATTEST: _____
Barbara Price
City Clerk

Approved as to legal form:

BY: _____
Paul S. Stuart, City Attorney

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wwastofccctd12-29-05

ADDENDUM TO WATER AND WASTEWATER AGREEMENT

The Water and Wastewater Agreement ("Agreement") made and entered into on _____ _____, 2006 by and between the Seminole Tribe of Florida, an organized Indian Tribe as defined in Section 16 of the Indian Reorganization Act of 1934, 25 U.S.C. 476, as amended ("Developer") and the City of Coconut Creek, Florida, a municipal corporation ("City") is hereby amended as follows:

1. Substitute Broward County Health and Rehabilitative Services with Broward County Health Department throughout the Agreement.

2. Delete the second WHEREAS on page 1 of the Agreement.

3. Delete "Section 4: City Maintenance and Operation of Facilities" of the Agreement.

4. Delete the first paragraph of Section 6 and sub-section 6.b of the Agreement.

5. Delete "Section 9: City Ownership of Facilities" of the Agreement.

6. Section 14 is deleted and replaced with the following, "Water and wastewater services shall be provided to the Property until the Seminole Tribe, by Seminole Tribal Council Resolution, gives the City one year's notice of its intent to terminate the Water and Wastewater Agreement."

7. Section 19 is deleted and replaced with the following, "This Agreement is entered into and is to be performed in the State of Florida. CITY and DEVELOPER agree that Federal law and the law of the State of Florida shall govern the rights, obligations, duties and liabilities of the parties

to this Agreement and shall govern the interpretation of this Agreement. For purposes of this section, venue shall be in the County of Broward, Florida."

8. In the event that the Municipal Service Provider Agreement is declared null and void by the Secretary of the Interior and a state or federal court of competent jurisdiction and the payments described in Section 3.1, 3.2, or 3.3 are not made by the Seminole Tribe, the City shall have the right to terminate water and wastewater service to the Property.

9. In the event of a conflict between the Municipal Service Provider Agreement and the Water and Wastewater Service Agreement, the Municipal Service Provider Agreement controls.

CITY OF COCONUT CREEK, FLORIDA

By: _____ January 13, 2006
City Manager Date

Attest: _____
City Clerk

APPROVED AS TO FORM:

_____
NANCY A. COUSINS

SEMINOLE TRIBE OF FLORIDA

By: _____ January 13, 2006
Mitchell Cypress, Chairman of the Tribal Council Date

Attest: _____
Priscilla D. Sayen, Secretary

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wwastofeectda12-29-05

Prepared by and Return To:
BEATRIZ M. CAPOTE, ESQ.
BEATRIZ M. CAPOTE, P.A.
1101 Brickell Avenue, 17th Floor
Miami, Florida 33131
Folio #8218-03-0040

EXHIBIT
A

0.70
STAMPS-DEED
D. BROWARD CTY
ACK OSTERHOLT
COUNTY ADMIN.

QUITCLAIM DEED

THIS QUITCLAIM DEED made the 22 day of May, 1996, by GAMING MANAGEMENT INTERNATIONAL II, LTD., a Florida limited partnership, having their principal place of business at c/o K-5 Construction, 13769 Main Street, Lamont, IL 60439 (hereinafter called the "Grantor"), to the SEMINOLE TRIBE OF FLORIDA, an organized Indian Tribe existing under the laws of the United States of America pursuant to Section 16 of the Act of June 18, 1934, as amended, whose address is 6300 Stirling Road, Hollywood, Florida 33024 (hereinafter called the "Grantee"):

WITNESSETH, that said Grantor, for and in consideration of the sum of TEN and NO/100 ($10.00) DOLLARS, in hand paid by the said Grantee, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the said Grantee forever, all the right, title, interest, claim and demand which the said Grantor has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Broward, State of Florida, to-wit:

> Tract D of the Commerce Center at Coconut Creek, according to the Plat thereof, as recorded in Plat Book 131, Page 30, of the Public Records of Broward County, Florida.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said Grantor, either in law or equity, to the only proper use, benefit and behoof of the said Grantee forever.

IN WITNESS WHEREOF, Grantor has hereunto set Grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in the presence of:

Print Name: BEATRIZ M. CAPOTE

Print Name: Kristine Napoles

GAMING MANAGEMENT INTERNATIONAL, II, LTD, a Florida limited partnership

BY: GAMING MANAGEMENT INTERNATIONAL I, INC., a Florida corporation, general partner

BY: _____
MARTIN PERELLIS, President

STATE OF FLORIDA)
COUNTY OF DADE)

The foregoing instrument was acknowledge before me this 21 day of May, 1996, by MARTIN PERELLIS as President of GAMING MANAGEMENT INTERNATIONAL I, INC., a Florida corporation, as general partner of GAMING MANAGEMENT INTERNATIONAL II, LTD., a Florida limited partnership, who is personally known to me.

My commission expires:

NOTARY PUBLIC
Print Name: Kristine Napoles

KRISTINE NAPOLES
My Commission CC406845
Expires Dec. 08, 1999

RECORDED IN THE OFFICIAL RECORDS BOOK OF BROWARD COUNTY, FLORIDA
COUNTY ADMINISTRATOR

BK 21943 PG 0526

103445

KH

EXHIBIT "B"

ERU Calculations

Tract D - Restaurant

A. Restaurant

25,650 s/f x 2.495 ERU's per 1000 s/f =	64 ERU's

B. Office

9,020 s/f @ 0.636 ERU's per 1000 s/f = 5.7 ERU's =	6 ERU's
TOTAL	70 ERU's

13

RESOLUTION NO. 2010-107

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF COCONUT CREEK, FLORIDA AUTHORIZING THE CITY MANAGER TO EXECUTE THE ATTACHED WATER AND WASTEWATER AGREEMENT, BY AND BETWEEN THE CITY OF COCONUT CREEK AND THE SEMINOLE TRIBE OF FLORIDA, FOR TRACT 65 OF THE PALM BEACH FARMS PLAT NO. 3; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Seminole Tribe of Florida, an organized Indian Tribe as defined in Section 1 of the Indian Reorganization Act of 1934, (Seminole Tribe) is desirous of connecting to the City of Coconut Creek's water and sewer facilities for Tract 65 of the Palms Beach Farms Plat No. 3; and

WHEREAS, the Seminole Tribe plans to construct new facilities on said property and has reserved 24 ERC's to support the development; and

WHEREAS, based on the City's current water and wastewater allocation, sufficient capacity exists to serve this property.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF COCONUT CREEK, FLORIDA:

Section 1: That the City Commission has reviewed and approves the Water and Wastewater Agreement and exhibits, attached hereto and made a part hereof, by and between the City and the Seminole Tribe, for Tract 65 of the Palm Beach Farms No. 3 Plat and hereby authorizes the City Manager to execute said Agreement and exhibits.

Section 2: That this Resolution shall take effect immediately upon its passage.

Adopted this 18th day of November, 2010, on a motion by Commissioner Tooley and seconded by Commissioner Gerber.

Ayes	5
Nays	0
Absent or Abstaining	0

Lisa K. Aronson, Mayor

Attest:

Barbara S. Price, MMC
City Clerk

Aronson	Aye
Sarbone	Aye
Gerber	Aye
Tooley	Aye
Belvedere	Aye

WATER AND WASTEWATER AGREEMENT
(Corporate)

THIS AGREEMENT ("WATER AND WASTEWATER AGREEMENT") made and entered into this day 18th of November, 2010, by and between THE SEMINOLE TRIBE OF FLORIDA, an organized Indian Tribe as defined in Section 1 of the Indian Reorganization Act of 1934, 25 U.S.C. 476, hereinafter referred to as "DEVELOPER" and the CITY OF COCONUT CREEK, Florida, a municipal corporation, hereinafter referred to as "CITY".

WITNESSETH

WHEREAS, the DEVELOPER owns or controls lands located in Broward County, Florida, as described in Exhibit "A", attached hereto and made a part hereof as if fully set out in this paragraph and hereinafter referred to as "Property," and DEVELOPER has or is about to develop the Property by erecting thereon single family residential buildings, multi-family residential buildings, commercial improvements, industrial improvements, institutional, recreational or other uses; and

WHEREAS, in order to meet the financing and general requirements of certain private agencies and certain Federal, State and local governmental agencies, such as, but not limited to, the Florida Department of Environmental Protection and the Broward County Health and Rehabilitative Services, the Veterans' Administration, the Federal Housing Administration, and private lending institutions, it is necessary that adequate water and wastewater facilities and services be provided to serve the Property and to serve the occupants of each residence, building, or unit constructed or located on the Property; and

WHEREAS, the DEVELOPER is required to execute a "WATER AND WASTEWATER AGREEMENT" setting forth such reasonable provisions governing the DEVELOPER's and the CITY's responsibility pertaining to the installation of water and wastewater service facilities; the connection of consumer installations with the facilities; and

WHEREAS, DEVELOPER wishes to develop or redevelop their property and is required to execute a "WATER AND WASTEWATER AGREEMENT" setting forth such reasonable provisions governing said property owners and the CITY's responsibility pertaining to

the installation of water and WASTEWATER service facilities; the connection of consumer installations with the facilities of the CITY; the manner and method of payment of Impact Fees; standards of construction or specifications; time commitments to "take and use water and wastewater services"; engineering errors and omissions; rules, regulations and procedures of the CITY and other reasonable regulations; and

WHEREAS, CITY is willing to provide, in accordance with the provisions hereinafter set out, central water and wastewater facilities, and to extend such facilities by way of water distribution mains and wastewater collection and transmission mains, and to thereafter operate such facilities so that the occupants of each residence, building, or unit constructed on properties will receive an adequate water and wastewater service from the CITY.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED HEREIN, THE PARTIES HERETO AGREE AS FOLLOWS:

SECTION 1: WHEREAS CLAUSES.

The foregoing "Whereas" clauses are hereby ratified and confirmed as true and correct, and are incorporated herein as if set forth in full.

SECTION 2: CITY CODE INCORPORATED HEREIN.

Chapter 13, of the Code of Ordinances of the City of Coconut Creek, entitled "Land Development Code", Article II thereof entitled "Subdivision Regulations", Division 2 thereof, entitled "Subdivision Plat Requirements", Sections 13-169 through 13-169.15 thereof are hereby specifically incorporated into this agreement by reference. DEVELOPER hereby covenants and represents that he has read and understands the aforementioned code sections, and that he hereby agrees to be bound by all of the regulations, terms and conditions contained therein.

SECTION 3: DEFINITIONS.

The following definitions are in addition to those included by reference in the Code of Ordinances referred to in Section 2 hereof.

a. Project Equivalent Residential Connections – The Property shall be limited to 24 ERCs, as the same are defined in the Code of Ordinances. These ERC's are calculated and anticipated to be used in accordance with attached Exhibit "B", Schedules of Connection.

b. Initial Impact Fee per ERC - The initial impact fee per ERC is $5354.70 in accordance with the Code of Ordinances, said impact fee shall be adjusted by the City Engineer.

c. Property - The land area illustrated and legally described by the attached Exhibit "A".

SECTION 4: CITY MAINTENANCE AND OPERATION OF FACILITIES.

The DEVELOPER hereby grants and gives to the CITY, its successors and assigns, the exclusive right or privilege to construct, own, maintain and operate said facilities in, under, upon, over and across the present and future streets, roads, terraces, alleys, easements, reserve utility strips and utility sites, and any public places as provided and dedicated to public use in recorded plats, or as provided for in agreements, dedications, or grants made otherwise and independent of said recorded plats. The DEVELOPER shall grant to the CITY easements of rights-of-ways corresponding with the installation of the proposed facilities. The grant or conveyance shall be in form satisfactory to the City Commission. The conveyances, whether or not located on the property shall be made without cost to the CITY. The CITY reserves the right to require such easement or right-of-way to the point at which the meter is proposed to be installed or at the "point of delivery of service", being the point at which the facilities of the CITY joins with the DEVELOPER's installation.

DEVELOPER hereby agrees that the foregoing grants shall include the necessary right of ingress and egress to any part of the Property; that the foregoing grants shall be for such period of time as the CITY or its successors or assigns require such rights, privileges or easements in the construction, ownership, maintenance, operation or expansion of the water distribution and wastewater collection and transmission facilities. The CITY hereby covenants that it will use due diligence in ascertaining all easement locations; however, should the CITY install any of its facilities outside of a dedicated easement area, the DEVELOPER hereby covenants and agrees

that the CITY shall not be required to move or relocate any facilities lying outside a dedicated easement area so long as the facilities do not interfere with existing uses of the area in which the facilities have been installed. In any event, DEVELOPER agrees to provide an easement for the actual location of said facilities.

The CITY hereby agrees that all easement grants will be utilized in accordance with the established and generally accepted practices of the water and wastewater industry with respect to the installation of all its water distribution and wastewater collection and transmission facilities in any of the easement areas; and that the DEVELOPER in granting said easements, or pursuant to the terms of this WATER AND WASTEWATER AGREEMENT, shall have the right to grant nonexclusive rights, privileges and easements to other persons, firms or corporations to provide to the Property any utility services other than water or wastewater service.

SECTION 5: CONNECTION OF FACILITIES AND COMMENCEMENT OF SERVICES BY CITY.

Upon accomplishment of all of the prerequisites to be performed by the DEVELOPER as contained this WATER AND WASTEWATER AGREEMENT, and the Code of Ordinances, the CITY hereby covenants and agrees that it will connect the water distribution and wastewater collection facilities installed by the DEVELOPER to the water distribution and wastewater collection and transmission facilities of the CITY, in accordance with the terms and intent of this WATER AND WASTEWATER AGREEMENT. Such connection shall at all times be in accordance with rules, regulations, and orders of the Florida Department of Environmental Regulation, or any other governmental agency or department which has jurisdiction thereof.

The CITY agrees that once it provides water and wastewater services to the Property, and the DEVELOPER or others have connected consumer installations to the City's water distribution and wastewater collection and transmission system, the City will continuously provide water and wastewater service to the Property in a manner to conform with all regulations of the Florida Department of Environmental Regulation and the Broward County Health and Rehabilitative Services and other governmental agencies having jurisdiction over the water distribution and wastewater collection and transmission facilities and services of the CITY.

Notwithstanding anything herein to the contrary, the CITY shall not be responsible for any delays in connections, commencement of service or interruptions of service due to fires, casualties, accidents, power failures, maintenance work, breakdowns, damage to equipment or facilities, civil or military authority, strikes, war, riot, unusual weather conditions, judgments of any court, Act of God, and any such delay in connection or commencement of service. Interruption of service shall not constitute a breach of this WATER AND WASTEWATER AGREEMENT nor impose any liability upon the CITY.

SECTION 6: DEVELOPER OBLIGATIONS.

DEVELOPER hereby covenants and agrees to construct and transfer ownership and control of the on-site water distribution and wastewater collection and transmission systems referred to herein to the CITY at no cost to the CITY.

It shall be DEVELOPER's obligation to furnish to the CITY accurate information with regard to matters of engineering, construction of buildings and dwellings and proposed densities. The DEVELOPER is responsible for any increase in the CITY's construction or operating costs resulting from any engineering errors or changes furnished to the CITY. Plans and specifications shall be submitted and approved for compliance with applicable CITY Ordinances.

a. Construction of Facilities by DEVELOPER. After the approval of plans and specifications, the DEVELOPER shall cause to be constructed, at THE DEVELOPER's own cost and expense, the water distribution and wastewater collection and transmission facilities as shown on the approved plans and specifications, or as the same may be modified and approved from time to time. Such facilities shall include those on-site elements and the hydraulic share of the off-site elements applicable to the DEVELOPER's Property. Complete "as built" plans shall be submitted to the CITY by the DEVELOPER upon completion of construction. Construction and, inspection of the water distribution and wastewater collection and transmission facilities by the DEVELOPER, shall be in accordance with any applicable CITY Ordinances and in accordance with good engineering practices.

The DEVELOPER may also be required to construct or finance all or a portion of the off-site water distribution and wastewater collection and transmission facilities in order to provide a physical interconnection of DEVELOPER'S property with the facilities of the CITY at their present terminus. If applicable, such eventualities are detailed in Exhibit ____, entitled "Refundable Advances". (If there is no Exhibit letter in place upon execution of this document, there are no refundable advances in connection with the development contemplated in this agreement.) If the CITY requires facilities before the DEVELOPER requires said facilities, the DEVELOPER shall pay the hydraulic share applicable to the DEVELOPER's Property, upon receipt of notice to pay from the CITY. This does not limit, in any way, the ability of the CITY to require payment through any other lawful means.

b. Transfer of Title and Ownership. By this AGREEMENT, the DEVELOPER, shall convey to the CITY, title to all water distribution and wastewater collection and transmission facilities installed by the DEVELOPER or the DEVELOPER's contractor, pursuant to the provisions of this WATER AND WASTEWATER AGREEMENT. Such conveyance shall take effect pursuant to Division 3 and 4 of Article II, Chapter 13 of the Coconut Creek Land Development Code. Included in the approval and acceptance of the system by the CITY Engineer, shall be documentation demonstrating the DEVELOPER's compliance with the above-referenced sections of the Land Development Code. As further evidence of said transfer of title, and upon the completion of the installation and prior to the rendering of service by the CITY, the DEVELOPER shall convey to the CITY at the request of the CITY by "Bill of Sale," in form satisfactory to the CITY's counsel, the complete on-site water distribution and wastewater collection and transmission facilities. The DEVELOPER shall further cause to be conveyed to the CITY all easements and rights-of-ways covering areas in which water and wastewater facilities are installed, by recordable document in form satisfactory to the CITY's counsel.

The DEVELOPER shall also convey, by Warranty Deed, any and all wastewater collection and transmission facilities. All conveyance of easements, rights-of-ways, or Warranty Deeds shall be accompanied by evidence of title, satisfactory to the CITY, establishing the DEVELOPER's right to convey such easements, rights-of-ways or Warranty Deeds and further evidencing the CITY's right to the continuous enjoyment of such easements, rights-of-way or

Warranty Deed properties to the exclusion of any other person in interest. The CITY agrees that the acceptance of the water distribution and wastewater collection and transmission facilities installed by the DEVELOPER shall constitute the assumption of responsibility by the CITY for the continuous operation and maintenance of such systems from that date forward. Mortgagees, if any, holding prior liens on such properties shall be required to release such liens, subordinate their position or join in the grant dedication of the easements, rights-of-way or Warranty Deeds, prior to acceptance of said dedication, easement, right-of-way or deed by the CITY. All water distribution or wastewater collection and transmission facilities, save and except consumer installations, shall be covered by easements, rights-of-way or warranty deeds.

Neither the DEVELOPER , nor any person or other entity holding title to any of the Property, shall have any present or future right, title, claim or interest in and to the Fee or to any of the water distribution and wastewater collection and transmission facilities and properties of the CITY. All prohibitions applicable to the DEVELOPER, are applicable to all subsequent owners, person or entities.

The CITY shall not be required to accept title to any component part of the water distribution or wastewater collection and transmission facilities as constructed by the DEVELOPER until the CITY's engineer has approved the construction of said lines and accepted the tests to determine that such construction is in accordance with applicable provisions of the Coconut Creek Land Development Code, and final approval has been received by any other agency having jurisdiction. Said approval shall be made as required in the Coconut Creek Land Development Code and shall be evidence of the CITY'S acceptance of said lines for the CITY'S ownership, operation and maintenance.

c. Facilities Retained by Developer. Any facilities in the category of consumer installations located on the discharge side of the water meter or on the consumer's side of the point of delivery of service shall not be transferred to the CITY and shall remain the property of the DEVELOPER. Each consumer installation shall remain the maintenance responsibility of DEVELOPER. The CITY reserves the right to refuse connection and to deny the commencement of service to any consumer seeking to be connected to portions of the water distribution and

wastewater collection and transmission facilities installed by the DEVELOPER until such time as the provisions of this Paragraph have been fully met by the DEVELOPER.

d. Water and Wastewater Impact Fee. In addition to the transfer of ownership and control of the on-site water distribution and wastewater collection and transmission facilities, the DEVELOPER shall pay to the CITY the Water and Wastewater Impact Fee which is defined in Section 3 (b) hereof . However, it is anticipated that the impact fee will be increased, and said increase may occur prior to or after the recordation of the plat(s) covering the property subject to this WATER AND WASTEWATER AGREEMENT, or prior to the issuance of building permits for said property. DEVELOPER hereby specifically agrees to pay the prevailing impact fee applicable to the building at the time of issuance of the building permit.

The CITY requires the payment of the Water and Wastewater Impact Fees as described below. The payment by the DEVELOPER of such fee to the CITY shall be precedent to the rendering of water and wastewater service by the CITY. Said Water and Wastewater Impact Fee shall be utilized by the CITY to pay for the debt service charges and impact fees for securing the water and wastewater capacity from Broward County and to pay for the design and construction of other water and wastewater facilities and other backbone improvements outside the scope of the DEVELOPER's financial obligation and as payment for water and wastewater facilities on any CITY owned property as may be necessary to service DEVELOPER's area.

Payment of the Water and Wastewater Impact Fee does not and will not result in the CITY waiving any of its water and wastewater charges, rates, rules and regulations, and their enforcement shall not be affected in any manner whatsoever by the DEVELOPER paying the Fee.

i. The DEVELOPER shall be charged in total the prevailing impact fee applicable to the building(s) at the time of application for the building permit less previous county reserve charges paid at the time of engineering permit application.

ii. The Water and Wastewater Impact Fees shall be assessed against each Final Plat(s) or portion thereof, to be developed by the DEVELOPER. Thirty percent (30%)

(county reserve charge) of the total water and wastewater impact fees for each Final Plat or portion thereof shall be due and payable on or by five (5) working days after DEVELOPER's request for final engineering permit approval which includes "Application for Installation of Wastewater Collection/Transmission System" (DNRP Permit) or "Application for Construction Permit Extension to Community Water System" (HRS/BCPHU/DEP Permit) or similar agency document. The prevailing fee shall be calculated according to the provisions of Section 8 hereof.

iii. In addition, the remaining seventy percent (70%) (balance charge) of the prevailing impact fee on each individual lot, parcel or phase shall be paid to the CITY concurrent with the DEVELOPER's or his agent's building permit application for each individual lot, parcel or phase. The CITY shall require that the balance of the Water and Wastewater Impact Fee be paid to the CITY for each phase of residential building, residential unit or other building or structure concurrent with the first permit application for said each phase or unit(s), building(s) or structure(s). The balance of the Fee shall be calculated as the initial Water and Wastewater Impact Fee as adjusted according to the provisions of Section 8 and in effect at the time of building permit application submittal less county reserve fees paid at the time of final engineering plat(s) which includes said building(s) or structures(s).

iv. Should the DEVELOPER enter into an agreement with Broward County to have the right to commence construction on his property prior to the recordation of the final plat, payment of one hundred percent (100%) of the total of the above Water and Wastewater Impact Fees shall be made five (5) working days after the DEVELOPER has made joint application for final engineering permits and initial building permit(s) on the property. No building permit will be issued for any lot, parcel or phase in each Final Plat portion thereof or proposed plat included in the area until said Water and Wastewater Impact Fee for said area has been paid.

SECTION 7: DEVELOPER'S HYDRAULIC SHARE OF OFF-SITE FACILITIES

It is the CITY's policy to apportion the cost of the water and wastewater facilities on a pro rata basis against the property receiving service from such main transmission lines located off-site as to the DEVELOPER's Property. Since each DEVELOPER draws from the hydraulic

capacity of such lines, the CITY will require that the DEVELOPER pay his Property's hydraulic share of the cost of the off-site water distribution and wastewater collection and transmission facilities through which service is rendered to DEVELOPER's Property. Said costs shall be changed from time to time in accordance with any amendments as set forth Section 13-169.12. "Amendments to Plans and Specifications".

The CITY further declares that the Fee for the Developer's hydraulic share of off-site facilities will be applicable to the DEVELOPER's Property whether or not the water distribution and wastewater collection and transmission facilities have been previously constructed. It is the intent of this section to apportion the costs of off-site water distribution and wastewater collection and transmission facilities on a hydraulic share basis irrespective of whether such water distribution and wastewater collection and transmission facilities have been previously constructed or are proposed to be constructed. The specific fee for the DEVELOPER'S hydraulic share of the off-site facilities in connection with the development of property contemplated by this agreement shall be calculated by the DEVELOPER with the approval of the City Engineer. Said fee is due and payable prior to the issuance of engineering permits.

The DEVELOPER may also be required to advance all or a portion of the off-site water distribution and wastewater collection and transmission facilities in order to provide a physical interconnection of the DEVELOPER's Property with the facilities of the CITY at their then present terminus. Such eventualities are covered by provisions of "Refundable Advances", Exhibit_____. (If there is no Exhibit letter in place upon execution of this agreement, there are no refundable advances in connection with the development contemplated in this agreement.) If the City requires the facilities before the DEVELOPER requires them, the DEVELOPER shall pay its hydraulic share upon receipt of notice to pay from the CITY.

It shall be warranted and represented by the CITY to the DEVELOPER that a water and wastewater system is located within the municipal boundary to which the DEVELOPER may connect at the cost provided in the WATER AND WASTEWATER AGREEMENT. Said warranty and representation is subject to the CITY contracting with Broward County for said wastewater capacity, pursuant to "Wastewater Agreement", as amended from time to time and is

further subject to obtaining necessary volumes of potable water from Broward County, pursuant to "Water Agreement" as amended from time to time.

SECTION 8: WATER AND WASTEWATER IMPACT FEE ADJUSTMENT FORMULA - ESCALATION PROVISIONS

The Water and Wastewater Impact Fee as defined in Section 3 (b) hereof has been structured by the CITY with regard to the present level of construction costs of water distribution and wastewater collection and transmission facilities. The impact fee schedule may be increased from time to time to reflect increases in the construction cost of water distribution and wastewater collection and transmission facilities and related debt services and impact fees charged by Broward County. Additionally, the CITY hereby declares that the schedule of Water and Wastewater Impact Fees set forth herein shall be automatically escalated based upon increases in utility construction costs as evidenced by the quarterly construction cost index published in Engineering News Record Magazine, entitled "U.S. - 20 Cities Construction Cost Index". Regardless of the foregoing, the CITY shall automatically adjust the Water and Wastewater Impact Fees set forth herein on a quarterly basis, effective January 1, April 1, July 1 and October 1 of each year. The construction cost index of October 2010 which was used for the purposes of calculating the above Water and Wastewater Impact Fee is 8920.45.

SECTION 9: CITY OWNERSHIP OF FACILITIES.

The parties hereby agree that all water distribution and wastewater collection and transmission facilities used, useful or held for use in connection with providing water service and wastewater service to the Property, shall at all times remain in the sole, complete and exclusive ownership of the CITY, its successors or assigns. Any person or entity owning any part of the Property or any residence, building, or unit constructed or located thereon, shall not have any right, title, claim or interest in and to such facilities, or any part of them, for any purpose, except as otherwise provided in this AGREEMENT, including the furnishing of water and wastewater service to other persons or entities located within or beyond the limits of the Property.

The DEVELOPER agrees that it shall not (the words "shall not" being used in the mandatory definition) engage in the business or businesses of providing water and wastewater

services to the Property without the CITY's consent during the period of time the CITY, its successors and assigns provide water or wastewater services to the Property. It is the intention of the parties hereto, that under the foregoing provision and also other provisions of this AGREEMENT, that the CITY shall have the sole and exclusive right and privilege to provide water and wastewater service to the Property and to the occupants of each residence, building or unit constructed thereon.

SECTION 10: WATER AND WASTEWATER RATES AND REGULATIONS.

The CITY, its successors or assigns, may amend, revise and enforce from time to time the rate or rate schedules as shall be reasonable. Rates charged to the DEVELOPER or consumers located upon the Property shall at all times be identical to rates charged for the same classification of service as are or may be in effect throughout the CITY's service area. However, rates charged for property serviced outside the CITY's municipal boundaries shall be 25% higher than those rates inside municipal boundaries.

The initial water and wastewater rates, including any increase or decrease thereof, and the rules and regulations established, amended, or revised and enforced by the CITY from time to time in the future, shall be binding upon the DEVELOPER, upon any person or other entity holding by, through or under the DEVELOPER and upon any user or consumer of the water service and wastewater service provided to the Property by the CITY.

The CITY also retains the right to promulgate from time to time reasonable rules and regulations relating to the furnishing of water service and wastewater service to consumers. The rules and regulations may relate to, but are not limited to, the right to discontinue the service under specified and reasonable conditions, and the type and quantity of material permitted to be discharged into the CITY's wastewater collection and transmission facilities.

SECTION 11: PROHIBITION AGAINST SEPTIC TANKS, AND WATER WELLS.

The DEVELOPER and, the owners and occupants of the buildings on the DEVELOPER's Property are hereby prohibited from installing or maintaining any septic tanks

except as permitted by the CITY for temporary purposes; and are further prohibited from installing or maintaining any water wells except as permitted by the CITY for temporary purposes, or as permitted by the CITY for irrigation purposes. An addendum to this Agreement shall be provided for specifying terms for temporary purposes if temporary purposes have been approved.

SECTION 12: DEVELOPER'S SCHEDULE OF CONNECTIONS.

The parties acknowledge that the CITY is not guaranteeing water and wastewater service until and unless the CITY obtains the necessary wastewater treatment and transmission capacity from Broward County pursuant to the provisions of the "Wastewater Agreement" for wastewater utility service and also obtains the necessary volumes of potable water from Broward County pursuant to the "Water Agreement" for supply of potable water. The DEVELOPER in Exhibit "B" has given to the CITY a schedule of the dates when the water distribution and wastewater collection and transmission facilities are needed. The CITY shall then obtain water and wastewater service from Broward County according to the schedule provided by the DEVELOPER.

If the DEVELOPER requests water and wastewater service at a date earlier than indicated in Exhibit "B", the CITY is not responsible for providing said water and wastewater service. However, the CITY shall make all reasonable attempts to secure said water and wastewater service.

If the DEVELOPER does not require water and wastewater service at the time indicated on Exhibit "B", the CITY reserves the right to divert said service to other users of the water and wastewater system.

It is the DEVELOPER's responsibility to notify the CITY, in writing, of its inability to meet the schedule dates of requested water and wastewater service. At that time, the CITY may, at its discretion, amend the schedule.

SECTION 13: AMENDMENTS TO PLANS AND SPECIFICATIONS.

In the event the DEVELOPER, subsequent to the execution of the WATER AND WASTEWATER AGREEMENT, alters any plans and specifications of the proposed system, acquires additional Property or alters the densities of the Property, an amendment to the WATER AND WASTEWATER AGREEMENT shall be executed by the parties. Said amendment shall be negotiated and executed prior to the commencement of service to those areas altered by the DEVELOPER. Said amendment shall be recorded in the Public Records of Broward County, Florida at the expense of the DEVELOPER.

SECTION 14: TERM OF THE AGREEMENT.

In no event shall the term of this WATER AND WASTEWATER AGREEMENT extend beyond five (5) years from the date of execution. It is contemplated that all construction and development of the Property under the provisions of the WATER AND WASTEWATER AGREEMENT shall be completed within the five-year term. In the event the AGREEMENT terminates under this paragraph, then the AGREEMENT shall either be extended or renegotiated at the sole discretion of the CITY.

SECTION 15: ASSIGNABILITY.

This WATER AND WASTEWATER AGREEMENT as provided herein may be assigned to any successors in interest of DEVELOPER to the property which is subject to said agreement.

SECTION 16: RECORDING OF AGREEMENT.

This WATER AND WASTEWATER AGREEMENT, and any amendments thereto, shall be recorded in the Public Records of Broward County, Florida, for the sole purpose of placing all owners or occupants of properties in the DEVELOPER's Property connected to or to be connected to said water distribution and wastewater collection and transmission facilities of the CITY on notice of these provisions to the same extent and with the same force and effect as if said owners and occupants had joined in the execution of the WATER AND WASTEWATER AGREEMENT. The cost of recording said AGREEMENT, and any amendments hereto, shall be borne by the DEVELOPER. The acquisition or occupancy of any portion of the property

connected to or to be connected to the said sewer system of the CITY shall be deemed conclusive evidence of the fact the said owners or occupants have consented to, become bound by and accepted the WATER AND WASTEWATER AGREEMENT. By reference the agreements between the CITY and Broward County for water and wastewater services have been made an integral part of this AGREEMENT.

SECTION 17: TITLES TO PARAGRAPHS.

The title of each paragraph in this AGREEMENT is for purposes of clarity and ease of reading only and not to be construed as a substantive portion of the AGREEMENT, and are not intended to be used as aids to interpretation and are not binding on the parties.

SECTION 18: WAIVER.

A waiver of any breach of any provision of this Agreement shall not constitute or operate as a waiver of any other breach of such provision or of any other provisions, nor shall any failure to enforce any provision hereof operate as a waiver of such provision or of any other provision.

SECTION 19: LAW TO GOVERN.

This Agreement is entered into and is to be performed in the State of Florida. CITY and DEVELOPER agree that the law of the State of Florida shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and shall govern the interpretation of this Agreement. For purposes of this section, venue shall be in the County of Broward, Florida.

SECTION 20: ATTORNEYS FEES

The Non-Prevailing Party shall be liable to the Prevailing party for all costs, expenses, attorneys' fees and damages at the trial and appellate level, up to and including the U.S. Supreme court, which may be incurred or sustained by the Prevailing party by reason of the Non-Prevailing Party's breach of any of the provisions of this Agreement, whether or not litigation is involved in any such breach.

SECTION 21: REPRESENTATION BY COUNSEL

All parties to this Agreement have been represented by their respective counsel. The parties hereto acknowledge having read this Agreement and discussed the terms of this Agreement with their respective counsel and City, with its elected officials, and that approval and execution of this Agreement has been made freely and voluntarily with full knowledge of its legal effect.

SECTION 22: SEVERABILITY

The invalidity of one or more of the phrases, sentences, clauses or Sections contained in this Agreement shall not affect the validity of the remaining portions of the Agreement so long as the material purposes of this Agreement can be determined and effectuated.

SECTION 23: SURVIVABILITY

All of the terms, conditions, provisions, and representations contained in this Agreement shall survive and transcend the execution and termination of this Agreement.

SECTION 24: EFFECT OF EXHIBIT C

Exhibit C, attached hereto and made a part hereof, contains certain terms and conditions which vary from certain terms and conditions in this Agreement. In the event of a conflict between the terms and conditions contained in this Agreement, and the terms and conditions contained in Exhibit C, the terms and conditions contained in Exhibit C shall be primary, and shall control.

IN WITNESS WHEREOF, the DEVELOPER and the CITY have executed or have caused this AGREEMENT, with the named Exhibits attached, to be duly executed in several counterparts, each of which counterpart shall be considered an original executed copy of this AGREEMENT.

SEMINOLE TRIBE OF FLORIDA:

BY: _____ Date: 2/24/11
Mitchell Cypress, as its Chairman
of the Tribal Council

ATTEST: _____
Secretary

Priscilla D. Sayen
(Print/type/stamp name of secretary)

WITNESS:
Nancy Willie
Nancy Willie
(Print/type/stamp name of witness)

WITNESS:
_____
Randolph LaRoche
(Print/type/stamp name of witness)

STATE OF FLORIDA
COUNTY OF BROWARD

On this 24th day of February, 2010, before me, the undersigned authority, duly authorized to take acknowledgements and administer oaths, personally appeared MITCHELL CYPRESS, as Chairman and _____, as secretary, respectively of the SEMINOLE TRIBE OF FLORIDA, a TRIBAL COUNCIL who acknowledged before that they executed the foregoing Water and Wastewater Agreement for and on behalf of said Council. The said MITCHELL CYPRESS, and _____, are personally known to me or have produced _____, respectively, as identification.

(SEAL)

NICOLE CANTON
MY COMMISSION EXPIRES: July 10, 2013
#DD 896255
Bonded thru Notary Public Underwriters
NOTARY PUBLIC, STATE OF FLORIDA

Nicole Canton
NOTARY PUBLIC, State of Florida
Nicole Canton
(Print/type/stamp name of Notary)

My Commission number is: DD 896255
My Commission expires: 7/10/13

CITY OF COCONUT CREEK,
A Florida municipal corporation

BY: _____ Date: April 13, 2011
David J. Rivera, City Manager

ATTEST:

_____
Barbara Price, MMC
City Clerk

Approved as to legal form:

BY: _____
Paul S. Stuart, City Attorney

STATE OF FLORIDA NANCY A. COUSINS
COUNTY OF BROWARD

On this 13th day of April, 2010, before me, the undersigned authority, duly authorized to take acknowledgements and administer oaths, personally appeared DAVID J. RIVERA, as City Manager, and BARBARA PRICE as City Clerk, both of the CITY OF COCONUT CREEK, a Florida municipal corporation, who acknowledged before that they executed the foregoing Water and Wastewater Agreement for and on behalf of the CITY OF COCONUT CREEK. The said DAVID J. RIVERA, and BARBARA PRICE, are personally known to me or have produced _____, respectively, as identification.

(SEAL)

Jacquelyn Cook
NOTARY PUBLIC, State of Florida

JACQUELYN COOK
(Print/type/stamp name of Notary)

Notary Public State of Florida
Jacquelyn Cook
My Commission DD890088
Expires 07/12/2013

My Commission number is: DD890088
My Commission expires: 7/12/2013

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NAC/ke
11-10-10

EXHIBIT A

Tract 65, Block 89, of the PALM BEACH FARMS CO. PLAT NO. 3, AS RECORDED IN Plat Book 2, Pages 45 through 54, Inclusive, Public Records of Palm Beach County, Florida, LESS the North 15.00 feet thereof;

Said lands situate, lying and being in Section 18, Township 48 South, Range 42 East, City of Coconut Creek, Broward County, Florida;

Containing 4.886 acres, more or less.

EXHIBIT B

Calculation of ERC's

Gaming facility	14,319 SF x 1.2 ERC / 1000 SF = 17.18 ERC's
Restaurant	2,624 SF x 2.495 ERC / 1000 SF= 6.55 ERC's
TOTAL	= 23.73 ERC's = 24 ERC's

EXHIBIT C

1. Substitute Broward County Health and Rehabilitative Services with Broward County Health Department throughout the Agreement.

2. Delete the second WHEREAS on page 1 of the Agreement.

3. Delete "Section 4: City Maintenance and Operation of Facilities" of the Agreement.

4. Delete the first paragraph of Section 6 and sub-section 6. b. of the Agreement.

5. Delete "Section 9: City Ownership of Facilities" of the Agreement.

6. Section 14 is deleted and replaced with the following, "Water and wastewater services shall be provided to the Property until the Seminole Tribe, by Seminole Tribal Council Resolution, gives the City one year's notice of its intent to terminate the Water and Wastewater Agreement."

7. Section 19 is deleted and replaced with the following, "this Agreement is entered into and is to be performed in the State of Florida. CITY and OWNER agree that Federal law and the law of the State of Florida shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and shall govern the interpretation of this Agreement. For purposes of this section, venue shall be in the County of Broward, Florida."

8. In the event that the Municipal Services Provider Agreement is declared null and void by the Secretary of the Interior and a state or federal court of competent jurisdiction and the payments described in Section 3.1, 3.2, or 3.3 are not made by the Seminole Tribe, the City shall have the right to terminate water and wastewater service to the Property.

9. In the event of a conflict between the Municipal Service Provider Agreement and the Water and Wastewater Service Agreement the Municipal Service Provider Agreement controls.

(14)

State of Florida
County of Broward
City of Coconut Creek
I HEREBY CERTIFY that this is a true and correct copy of Resolution No. 2011-92
Witness my hand the Official Seal of
The City of Coconut Creek this 10th day of November 2011
Barbara Sheen
City Clerk

RESOLUTION NO. 2011-92

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF COCONUT CREEK, FLORIDA, AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE A WATER AND WASTEWATER AGREEMENT, ATTACHED HERETO AND MADE A PART HEREOF, BY AND BETWEEN THE CITY OF COCONUT CREEK AND THE SEMINOLE TRIBE OF FLORIDA, AN ORGAINZIED INDIAN TRIBE AS DEFINED IN SECTION 1 OF THE INDIAN REORGANIZATION ACT OF 1934, 25 U.S.C. 476 FOR THE PLAT KNOWN AS "COMMERCE CENTER OF COCONUT CREEK" TRACTS "G" & "H"; PROVIDING AN EFFECTIVE DATE

WHEREAS, the Seminole Tribe of Florida, an organized Indian Tribe as defined in Section 1 of the Indian Reorganization Act of 1934, 25 U.S.C. 476, (hereinafter referred to as Developer), plans to expand its facilities on its Non-Trust Land; and

WHEREAS, the expansion will take place within the plat known as Commerce Center of Coconut Creek, Tracts "G" & "H"; and

WHEREAS, the Developer desires to connect to the City of Coconut Creek's (hereinafter referred to as City) water transmission system and wastewater collection system; and

WHEREAS, in order to support its expansion, the Developer will need 96 new Equivalent Residential Connections (ERCs); and

WHEREAS, the City staff has verified and confirmed with the Broward County staff, the calculations and availability of water and wastewater capacities;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF COCONUT CREEK, FLORIDA:

Section 1: That the City Commission has reviewed and hereby approves the attached Water and Wastewater Agreement with requisite Exhibits.

Section 2: That the attached Exhibits, which show various areas and usage, are approved for the sole purpose of this Water and Wastewater Agreement and calculations of ERCs only, and for no other purpose.

Section 3: That the City Manager, or his designee is hereby authorized to execute the said Agreement.

Section 4: That this Resolution shall take effect immediately upon its passage.

Adopted this 22nd day of September, 2011, on a motion by Commissioner Tooley and seconded by Vice Mayor Belvedere.

Ayes	5
Nays	0
Absent or Abstaining	0

Lou Sarbone, Mayor

Attest:

Barbara S. Price, MMC
City Clerk

Sarbone	Aye
Belvedere	Aye
Gerber	Aye
Tooley	Aye
Aronson	Aye

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WATER AND WASTEWATER AGREEMENT
(Corporate)

THIS AGREEMENT ("WATER AND WASTEWATER AGREEMENT") made and entered into this day 22nd of September, 2011, by and between THE SEMINOLE TRIBE OF FLORIDA, an organized Indian Tribe as defined in Section 1 of the Indian Reorganization Act of 1934, 25 U.S.C. 476, hereinafter referred to as "DEVELOPER" and the CITY OF COCONUT CREEK, Florida, a municipal corporation, hereinafter referred to as "CITY".

WITNESSETH

WHEREAS, the DEVELOPER owns or controls lands located in Broward County, Florida, as described in Exhibit "A", attached hereto and made a part hereof as if fully set out in this paragraph and hereinafter referred to as "Property," and DEVELOPER has or is about to develop the Property by erecting thereon single family residential buildings, multi-family residential buildings, commercial improvements, industrial improvements, institutional, recreational or other uses; and

WHEREAS, in order to meet the financing and general requirements of certain private agencies and certain Federal, State and local governmental agencies, such as, but not limited to, the Florida Department of Environmental Protection and the Broward County Health and Rehabilitative Services, the Veterans' Administration, the Federal Housing Administration, and private lending institutions, it is necessary that adequate water and wastewater facilities and services be provided to serve the Property and to serve the occupants of each residence, building, or unit constructed or located on the Property; and

WHEREAS, the DEVELOPER is required to execute a "WATER AND WASTEWATER AGREEMENT" setting forth such reasonable provisions governing the DEVELOPER's and the CITY's responsibility pertaining to the installation of water and wastewater service facilities; the connection of consumer installations with the facilities; and

WHEREAS, DEVELOPER wishes to develop or redevelop their property and is required to execute a "WATER AND WASTEWATER AGREEMENT" setting forth such reasonable provisions governing said property owners and the CITY's responsibility pertaining to

the installation of water and WASTEWATER service facilities; the connection of consumer installations with the facilities of the CITY; the manner and method of payment of Impact Fees; standards of construction or specifications; time commitments to "take and use water and wastewater services"; engineering errors and omissions; rules, regulations and procedures of the CITY and other reasonable regulations; and

WHEREAS, CITY is willing to provide, in accordance with the provisions hereinafter set out, central water and wastewater facilities, and to extend such facilities by way of water distribution mains and wastewater collection and transmission mains, and to thereafter operate such facilities so that the occupants of each residence, building, or unit constructed on properties will receive an adequate water and wastewater service from the CITY.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED HEREIN, THE PARTIES HERETO AGREE AS FOLLOWS:

SECTION 1: WHEREAS CLAUSES.

The foregoing "Whereas" clauses are hereby ratified and confirmed as true and correct, and are incorporated herein as if set forth in full.

SECTION 2: CITY CODE INCORPORATED HEREIN.

Chapter 13, of the Code of Ordinances of the City of Coconut Creek, entitled "Land Development Code", Article II thereof entitled "Subdivision Regulations", Division 2 thereof, entitled "Subdivision Plat Requirements", Sections 13-169 through 13-169.15 thereof are hereby specifically incorporated into this agreement by reference. DEVELOPER hereby covenants and represents that he has read and understands the aforementioned code sections, and that he hereby agrees to be bound by all of the regulations, terms and conditions contained therein.

SECTION 3: DEFINITIONS.

The following definitions are in addition to those included by reference in the Code of Ordinances referred to in Section 2 hereof.

a. Project Equivalent Residential Connections – The Property shall be limited to 96 ERCs, as the same are defined in the Code of Ordinances. These ERC's are calculated and anticipated to be used in accordance with attached Exhibit "B", Schedules of Connection.
b. Initial Impact Fee per ERC - The initial impact fee per ERC is $4,360.42 in accordance with the Code of Ordinances, said impact fee shall be adjusted by the City Engineer.
c. Property - The land area illustrated and legally described by the attached Exhibit "A".

SECTION 4: CITY MAINTENANCE AND OPERATION OF FACILITIES.

The DEVELOPER hereby grants and gives to the CITY, its successors and assigns, the exclusive right or privilege to construct, own, maintain and operate said facilities in, under, upon, over and across the present and future streets, roads, terraces, alleys, easements, reserve utility strips and utility sites, and any public places as provided and dedicated to public use in recorded plats, or as provided for in agreements, dedications, or grants made otherwise and independent of said recorded plats. The DEVELOPER shall grant to the CITY easements of rights-of-ways corresponding with the installation of the proposed facilities. The grant or conveyance shall be in form satisfactory to the City Commission. The conveyances, whether or not located on the property shall be made without cost to the CITY. The CITY reserves the right to require such easement or right-of-way to the point at which the meter is proposed to be installed or at the "point of delivery of service", being the point at which the facilities of the CITY joins with the DEVELOPER's installation.

DEVELOPER hereby agrees that the foregoing grants shall include the necessary right of ingress and egress to any part of the Property; that the foregoing grants shall be for such period of time as the CITY or its successors or assigns require such rights, privileges or easements in the construction, ownership, maintenance, operation or expansion of the water distribution and wastewater collection and transmission facilities. The CITY hereby covenants that it will use due diligence in ascertaining all easement locations; however, should the CITY install any of its facilities outside of a dedicated easement area, the DEVELOPER hereby covenants and agrees

that the CITY shall not be required to move or relocate any facilities lying outside a dedicated easement area so long as the facilities do not interfere with existing uses of the area in which the facilities have been installed. In any event, DEVELOPER agrees to provide an easement for the actual location of said facilities.

The CITY hereby agrees that all easement grants will be utilized in accordance with the established and generally accepted practices of the water and wastewater industry with respect to the installation of all its water distribution and wastewater collection and transmission facilities in any of the easement areas; and that the DEVELOPER in granting said easements, or pursuant to the terms of this WATER AND WASTEWATER AGREEMENT, shall have the right to grant nonexclusive rights, privileges and easements to other persons, firms or corporations to provide to the Property any utility services other than water or wastewater service.

SECTION 5: CONNECTION OF FACILITIES AND COMMENCEMENT OF SERVICES BY CITY.

Upon accomplishment of all of the prerequisites to be performed by the DEVELOPER as contained this WATER AND WASTEWATER AGREEMENT, and the Code of Ordinances, the CITY hereby covenants and agrees that it will connect the water distribution and wastewater collection facilities installed by the DEVELOPER to the water distribution and wastewater collection and transmission facilities of the CITY, in accordance with the terms and intent of this WATER AND WASTEWATER AGREEMENT. Such connection shall at all times be in accordance with rules, regulations, and orders of the Florida Department of Environmental Regulation, or any other governmental agency or department which has jurisdiction thereof.

The CITY agrees that once it provides water and wastewater services to the Property, and the DEVELOPER or others have connected consumer installations to the City's water distribution and wastewater collection and transmission system, the City will continuously provide water and wastewater service to the Property in a manner to conform with all regulations of the Florida Department of Environmental Regulation and the Broward County Health and Rehabilitative Services and other governmental agencies having jurisdiction over the water distribution and wastewater collection and transmission facilities and services of the CITY.

Notwithstanding anything herein to the contrary, the CITY shall not be responsible for any delays in connections, commencement of service or interruptions of service due to fires, casualties, accidents, power failures, maintenance work, breakdowns, damage to equipment or facilities, civil or military authority, strikes, war, riot, unusual weather conditions, judgments of any court, Act of God, and any such delay in connection or commencement of service. Interruption of service shall not constitute a breach of this WATER AND WASTEWATER AGREEMENT nor impose any liability upon the CITY.

SECTION 6: DEVELOPER OBLIGATIONS.

DEVELOPER hereby covenants and agrees to construct and transfer ownership and control of the on-site water distribution and wastewater collection and transmission systems referred to herein to the CITY at no cost to the CITY.

It shall be DEVELOPER's obligation to furnish to the CITY accurate information with regard to matters of engineering, construction of buildings and dwellings and proposed densities. The DEVELOPER is responsible for any increase in the CITY's construction or operating costs resulting from any engineering errors or changes furnished to the CITY. Plans and specifications shall be submitted and approved for compliance with applicable CITY Ordinances.

a. Construction of Facilities by DEVELOPER. After the approval of plans and specifications, the DEVELOPER shall cause to be constructed, at THE DEVELOPER's own cost and expense, the water distribution and wastewater collection and transmission facilities as shown on the approved plans and specifications, or as the same may be modified and approved from time to time. Such facilities shall include those on-site elements and the hydraulic share of the off-site elements applicable to the DEVELOPER's Property. Complete "as built" plans shall be submitted to the CITY by the DEVELOPER upon completion of construction. Construction and, inspection of the water distribution and wastewater collection and transmission facilities by the DEVELOPER, shall be in accordance with any applicable CITY Ordinances and in accordance with good engineering practices.

The DEVELOPER may also be required to construct or finance all or a portion of the off-site water distribution and wastewater collection and transmission facilities in order to provide a physical interconnection of DEVELOPER'S property with the facilities of the CITY at their present terminus. If applicable, such eventualities are detailed in Exhibit ____, entitled "Refundable Advances". (If there is no Exhibit letter in place upon execution of this document, there are no refundable advances in connection with the development contemplated in this agreement.) If the CITY requires facilities before the DEVELOPER requires said facilities, the DEVELOPER shall pay the hydraulic share applicable to the DEVELOPER's Property, upon receipt of notice to pay from the CITY. This does not limit, in any way, the ability of the CITY to require payment through any other lawful means.

b. Transfer of Title and Ownership. By this AGREEMENT, the DEVELOPER, shall convey to the CITY, title to all water distribution and wastewater collection and transmission facilities installed by the DEVELOPER or the DEVELOPER's contractor, pursuant to the provisions of this WATER AND WASTEWATER AGREEMENT. Such conveyance shall take effect pursuant to Division 3 and 4 of Article II, Chapter 13 of the Coconut Creek Land Development Code. Included in the approval and acceptance of the system by the CITY Engineer, shall be documentation demonstrating the DEVELOPER's compliance with the above-referenced sections of the Land Development Code. As further evidence of said transfer of title, and upon the completion of the installation and prior to the rendering of service by the CITY, the DEVELOPER shall convey to the CITY at the request of the CITY by "Bill of Sale," in form satisfactory to the CITY's counsel, the complete on-site water distribution and wastewater collection and transmission facilities. The DEVELOPER shall further cause to be conveyed to the CITY all easements and rights-of-ways covering areas in which water and wastewater facilities are installed, by recordable document in form satisfactory to the CITY's counsel.

The DEVELOPER shall also convey, by Warranty Deed, any and all wastewater collection and transmission facilities. All conveyance of easements, rights-of-ways, or Warranty Deeds shall be accompanied by evidence of title, satisfactory to the CITY, establishing the DEVELOPER's right to convey such easements, rights-of-ways or Warranty Deeds and further evidencing the CITY's right to the continuous enjoyment of such easements, rights-of-way or

Warranty Deed properties to the exclusion of any other person in interest. The CITY agrees that the acceptance of the water distribution and wastewater collection and transmission facilities installed by the DEVELOPER shall constitute the assumption of responsibility by the CITY for the continuous operation and maintenance of such systems from that date forward. Mortgagees, if any, holding prior liens on such properties shall be required to release such liens, subordinate their position or join in the grant dedication of the easements, rights-of-way or Warranty Deeds, prior to acceptance of said dedication, easement, right-of-way or deed by the CITY. All water distribution or wastewater collection and transmission facilities, save and except consumer installations, shall be covered by easements, rights-of-way or warranty deeds.

Neither the DEVELOPER , nor any person or other entity holding title to any of the Property, shall have any present or future right, title, claim or interest in and to the Fee or to any of the water distribution and wastewater collection and transmission facilities and properties of the CITY. All prohibitions applicable to the DEVELOPER, are applicable to all subsequent owners, person or entities.

The CITY shall not be required to accept title to any component part of the water distribution or wastewater collection and transmission facilities as constructed by the DEVELOPER until the CITY's engineer has approved the construction of said lines and accepted the tests to determine that such construction is in accordance with applicable provisions of the Coconut Creek Land Development Code, and final approval has been received by any other agency having jurisdiction. Said approval shall be made as required in the Coconut Creek Land Development Code and shall be evidence of the CITY'S acceptance of said lines for the CITY'S ownership, operation and maintenance.

c. Facilities Retained by Developer. Any facilities in the category of consumer installations located on the discharge side of the water meter or on the consumer's side of the point of delivery of service shall not be transferred to the CITY and shall remain the property of the DEVELOPER. Each consumer installation shall remain the maintenance responsibility of DEVELOPER. The CITY reserves the right to refuse connection and to deny the commencement of service to any consumer seeking to be connected to portions of the water distribution and

wastewater collection and transmission facilities installed by the DEVELOPER until such time as the provisions of this Paragraph have been fully met by the DEVELOPER.

d. Water and Wastewater Impact Fee. In addition to the transfer of ownership and control of the on-site water distribution and wastewater collection and transmission facilities, the DEVELOPER shall pay to the CITY the Water and Wastewater Impact Fee which is defined in Section 3 (b) hereof . However, it is anticipated that the impact fee will be increased, and said increase may occur prior to or after the recordation of the plat(s) covering the property subject to this WATER AND WASTEWATER AGREEMENT, or prior to the issuance of building permits for said property. DEVELOPER hereby specifically agrees to pay the prevailing impact fee applicable to the building at the time of issuance of the building permit.

The CITY requires the payment of the Water and Wastewater Impact Fees as described below. The payment by the DEVELOPER of such fee to the CITY shall be precedent to the rendering of water and wastewater service by the CITY. Said Water and Wastewater Impact Fee shall be utilized by the CITY to pay for the debt service charges and impact fees for securing the water and wastewater capacity from Broward County and to pay for the design and construction of other water and wastewater facilities and other backbone improvements outside the scope of the DEVELOPER's financial obligation and as payment for water and wastewater facilities on any CITY owned property as may be necessary to service DEVELOPER's area.

Payment of the Water and Wastewater Impact Fee does not and will not result in the CITY waiving any of its water and wastewater charges, rates, rules and regulations, and their enforcement shall not be affected in any manner whatsoever by the DEVELOPER paying the Fee.

i. The DEVELOPER shall be charged in total the prevailing impact fee applicable to the building(s) at the time of application for the building permit less previous county reserve charges paid at the time of engineering permit application.

ii. The Water and Wastewater Impact Fees shall be assessed against each Final Plat(s) or portion thereof, to be developed by the DEVELOPER. Thirty percent (30%)

(county reserve charge) of the total water and wastewater impact fees for each Final Plat or portion thereof shall be due and payable on or by five (5) working days after DEVELOPER's request for final engineering permit approval which includes "Application for Installation of Wastewater Collection/Transmission System" (DNRP Permit) or "Application for Construction Permit Extension to Community Water System" (HRS/BCPHU/DEP Permit) or similar agency document. The prevailing fee shall be calculated according to the provisions of Section 8 hereof.

iii. In addition, the remaining seventy percent (70%) (balance charge) of the prevailing impact fee on each individual lot, parcel or phase shall be paid to the CITY concurrent with the DEVELOPER's or his agent's building permit application for each individual lot, parcel or phase. The CITY shall require that the balance of the Water and Wastewater Impact Fee be paid to the CITY for each phase of residential building, residential unit or other building or structure concurrent with the first permit application for said each phase or unit(s), building(s) or structure(s). The balance of the Fee shall be calculated as the initial Water and Wastewater Impact Fee as adjusted according to the provisions of Section 8 and in effect at the time of building permit application submittal less county reserve fees paid at the time of final engineering plat(s) which includes said building(s) or structures(s).

iv. Should the DEVELOPER enter into an agreement with Broward County to have the right to commence construction on his property prior to the recordation of the final plat, payment of one hundred percent (100%) of the total of the above Water and Wastewater Impact Fees shall be made five (5) working days after the DEVELOPER has made joint application for final engineering permits and initial building permit(s) on the property. No building permit will be issued for any lot, parcel or phase in each Final Plat portion thereof or proposed plat included in the area until said Water and Wastewater Impact Fee for said area has been paid.

SECTION 7: DEVELOPER'S HYDRAULIC SHARE OF OFF-SITE FACILITIES

It is the CITY's policy to apportion the cost of the water and wastewater facilities on a pro rata basis against the property receiving service from such main transmission lines located off-site as to the DEVELOPER's Property. Since each DEVELOPER draws from the hydraulic

capacity of such lines, the CITY will require that the DEVELOPER pay his Property's hydraulic share of the cost of the off-site water distribution and wastewater collection and transmission facilities through which service is rendered to DEVELOPER's Property. Said costs shall be changed from time to time in accordance with any amendments as set forth Section 13-169.12. "Amendments to Plans and Specifications".

The CITY further declares that the Fee for the Developer's hydraulic share of off-site facilities will be applicable to the DEVELOPER's Property whether or not the water distribution and wastewater collection and transmission facilities have been previously constructed. It is the intent of this section to apportion the costs of off-site water distribution and wastewater collection and transmission facilities on a hydraulic share basis irrespective of whether such water distribution and wastewater collection and transmission facilities have been previously constructed or are proposed to be constructed. The specific fee for the DEVELOPER'S hydraulic share of the off-site facilities in connection with the development of property contemplated by this agreement shall be calculated by the DEVELOPER with the approval of the City Engineer. Said fee is due and payable prior to the issuance of engineering permits.

The DEVELOPER may also be required to advance all or a portion of the off-site water distribution and wastewater collection and transmission facilities in order to provide a physical interconnection of the DEVELOPER's Property with the facilities of the CITY at their then present terminus. Such eventualities are covered by provisions of "Refundable Advances", Exhibit _____. (If there is no Exhibit letter in place upon execution of this agreement, there are no refundable advances in connection with the development contemplated in this agreement.) If the City requires the facilities before the DEVELOPER requires them, the DEVELOPER shall pay its hydraulic share upon receipt of notice to pay from the CITY.

It shall be warranted and represented by the CITY to the DEVELOPER that a water and wastewater system is located within the municipal boundary to which the DEVELOPER may connect at the cost provided in the WATER AND WASTEWATER AGREEMENT. Said warranty and representation is subject to the CITY contracting with Broward County for said wastewater capacity, pursuant to "Wastewater Agreement", as amended from time to time and is

further subject to obtaining necessary volumes of potable water from Broward County, pursuant to "Water Agreement" as amended from time to time.

SECTION 8: WATER AND WASTEWATER IMPACT FEE ADJUSTMENT FORMULA - ESCALATION PROVISIONS

The Water and Wastewater Impact Fee as defined in Section 3 (b) hereof has been structured by the CITY with regard to the present level of construction costs of water distribution and wastewater collection and transmission facilities. The impact fee schedule may be increased from time to time to reflect increases in the construction cost of water distribution and wastewater collection and transmission facilities and related debt services and impact fees charged by Broward County. Additionally, the CITY hereby declares that the schedule of Water and Wastewater Impact Fees set forth herein shall be automatically escalated based upon increases in utility construction costs as evidenced by the quarterly construction cost index published in Engineering News Record Magazine, entitled "U.S. - 20 Cities Construction Cost Index". Regardless of the foregoing, the CITY shall automatically adjust the Water and Wastewater Impact Fees set forth herein on a quarterly basis, effective January 1, April 1, July 1 and October 1 of each year. The construction cost index of July 2011 which was used for the purposes of calculating the above Water and Wastewater Impact Fee is 9080.15.

SECTION 9: CITY OWNERSHIP OF FACILITIES.

The parties hereby agree that all water distribution and wastewater collection and transmission facilities used, useful or held for use in connection with providing water service and wastewater service to the Property, shall at all times remain in the sole, complete and exclusive ownership of the CITY, its successors or assigns. Any person or entity owning any part of the Property or any residence, building, or unit constructed or located thereon, shall not have any right, title, claim or interest in and to such facilities, or any part of them, for any purpose, except as otherwise provided in this AGREEMENT, including the furnishing of water and wastewater service to other persons or entities located within or beyond the limits of the Property.

The DEVELOPER agrees that it shall not (the words "shall not" being used in the mandatory definition) engage in the business or businesses of providing water and wastewater

services to the Property without the CITY's consent during the period of time the CITY, its successors and assigns provide water or wastewater services to the Property. It is the intention of the parties hereto, that under the foregoing provision and also other provisions of this AGREEMENT, that the CITY shall have the sole and exclusive right and privilege to provide water and wastewater service to the Property and to the occupants of each residence, building or unit constructed thereon.

SECTION 10: WATER AND WASTEWATER RATES AND REGULATIONS.

The CITY, its successors or assigns, may amend, revise and enforce from time to time the rate or rate schedules as shall be reasonable. Rates charged to the DEVELOPER or consumers located upon the Property shall at all times be identical to rates charged for the same classification of service as are or may be in effect throughout the CITY's service area. However, rates charged for property serviced outside the CITY's municipal boundaries shall be 25% higher than those rates inside municipal boundaries.

The initial water and wastewater rates, including any increase or decrease thereof, and the rules and regulations established, amended, or revised and enforced by the CITY from time to time in the future, shall be binding upon the DEVELOPER, upon any person or other entity holding by, through or under the DEVELOPER and upon any user or consumer of the water service and wastewater service provided to the Property by the CITY.

The CITY also retains the right to promulgate from time to time reasonable rules and regulations relating to the furnishing of water service and wastewater service to consumers. The rules and regulations may relate to, but are not limited to, the right to discontinue the service under specified and reasonable conditions, and the type and quantity of material permitted to be discharged into the CITY's wastewater collection and transmission facilities.

SECTION 11: PROHIBITION AGAINST SEPTIC TANKS, AND WATER WELLS.

The DEVELOPER and, the owners and occupants of the buildings on the DEVELOPER's Property are hereby prohibited from installing or maintaining any septic tanks

except as permitted by the CITY for temporary purposes; and are further prohibited from installing or maintaining any water wells except as permitted by the CITY for temporary purposes, or as permitted by the CITY for irrigation purposes. An addendum to this Agreement shall be provided for specifying terms for temporary purposes if temporary purposes have been approved.

SECTION 12: DEVELOPER'S SCHEDULE OF CONNECTIONS.

The parties acknowledge that the CITY is not guaranteeing water and wastewater service until and unless the CITY obtains the necessary wastewater treatment and transmission capacity from Broward County pursuant to the provisions of the "Wastewater Agreement" for wastewater utility service and also obtains the necessary volumes of potable water from Broward County pursuant to the "Water Agreement" for supply of potable water. The DEVELOPER in Exhibit "B" has given to the CITY a schedule of the dates when the water distribution and wastewater collection and transmission facilities are needed. The CITY shall then obtain water and wastewater service from Broward County according to the schedule provided by the DEVELOPER.

If the DEVELOPER requests water and wastewater service at a date earlier than indicated in Exhibit "B", the CITY is not responsible for providing said water and wastewater service. However, the CITY shall make all reasonable attempts to secure said water and wastewater service.

If the DEVELOPER does not require water and wastewater service at the time indicated on Exhibit "B", the CITY reserves the right to divert said service to other users of the water and wastewater system.

It is the DEVELOPER's responsibility to notify the CITY, in writing, of its inability to meet the schedule dates of requested water and wastewater service. At that time, the CITY may, at its discretion, amend the schedule.

SECTION 13: AMENDMENTS TO PLANS AND SPECIFICATIONS.

In the event the DEVELOPER, subsequent to the execution of the WATER AND WASTEWATER AGREEMENT, alters any plans and specifications of the proposed system, acquires additional Property or alters the densities of the Property, an amendment to the WATER AND WASTEWATER AGREEMENT shall be executed by the parties. Said amendment shall be negotiated and executed prior to the commencement of service to those areas altered by the DEVELOPER. Said amendment shall be recorded in the Public Records of Broward County, Florida at the expense of the DEVELOPER.

SECTION 14: TERM OF THE AGREEMENT.

In no event shall the term of this WATER AND WASTEWATER AGREEMENT extend beyond five (5) years from the date of execution. It is contemplated that all construction and development of the Property under the provisions of the WATER AND WASTEWATER AGREEMENT shall be completed within the five-year term. In the event the AGREEMENT terminates under this paragraph, then the AGREEMENT shall either be extended or renegotiated at the sole discretion of the CITY.

SECTION 15: ASSIGNABILITY.

This WATER AND WASTEWATER AGREEMENT as provided herein may be assigned to any successors in interest of DEVELOPER to the property which is subject to said agreement.

SECTION 16: RECORDING OF AGREEMENT.

This WATER AND WASTEWATER AGREEMENT, and any amendments thereto, shall be recorded in the Public Records of Broward County, Florida, for the sole purpose of placing all owners or occupants of properties in the DEVELOPER's Property connected to or to be connected to said water distribution and wastewater collection and transmission facilities of the CITY on notice of these provisions to the same extent and with the same force and effect as if said owners and occupants had joined in the execution of the WATER AND WASTEWATER AGREEMENT. The cost of recording said AGREEMENT, and any amendments hereto, shall be borne by the DEVELOPER. The acquisition or occupancy of any portion of the property

connected to or to be connected to the said sewer system of the CITY shall be deemed conclusive evidence of the fact the said owners or occupants have consented to, become bound by and accepted the WATER AND WASTEWATER AGREEMENT. By reference the agreements between the CITY and Broward County for water and wastewater services have been made an integral part of this AGREEMENT.

SECTION 17: TITLES TO PARAGRAPHS.

The title of each paragraph in this AGREEMENT is for purposes of clarity and ease of reading only and not to be construed as a substantive portion of the AGREEMENT, and are not intended to be used as aids to interpretation and are not binding on the parties.

SECTION 18: WAIVER.

A waiver of any breach of any provision of this Agreement shall not constitute or operate as a waiver of any other breach of such provision or of any other provisions, nor shall any failure to enforce any provision hereof operate as a waiver of such provision or of any other provision.

SECTION 19: LAW TO GOVERN.

This Agreement is entered into and is to be performed in the State of Florida. CITY and DEVELOPER agree that the law of the State of Florida shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and shall govern the interpretation of this Agreement. For purposes of this section, venue shall be in the County of Broward, Florida.

SECTION 20: ATTORNEYS FEES

The Non-Prevailing Party shall be liable to the Prevailing party for all costs, expenses, attorneys' fees and damages at the trial and appellate level, up to and including the U.S. Supreme court, which may be incurred or sustained by the Prevailing party by reason of the Non-Prevailing Party's breach of any of the provisions of this Agreement, whether or not litigation is involved in any such breach.

SECTION 21: REPRESENTATION BY COUNSEL

All parties to this Agreement have been represented by their respective counsel. The parties hereto acknowledge having read this Agreement and discussed the terms of this Agreement with their respective counsel and City, with its elected officials, and that approval and execution of this Agreement has been made freely and voluntarily with full knowledge of its legal effect.

SECTION 22: SEVERABILITY

The invalidity of one or more of the phrases, sentences, clauses or Sections contained in this Agreement shall not affect the validity of the remaining portions of the Agreement so long as the material purposes of this Agreement can be determined and effectuated.

SECTION 23: SURVIVABILITY

All of the terms, conditions, provisions, and representations contained in this Agreement shall survive and transcend the execution and termination of this Agreement.

SECTION 24: EFFECT OF EXHIBIT C

Exhibit C, attached hereto and made a part hereof, contains certain terms and conditions which vary from certain terms and conditions in this Agreement. In the event of a conflict between the terms and conditions contained in this Agreement, and the terms and conditions contained in Exhibit C, the terms and conditions contained in Exhibit C shall be primary, and shall control.

IN WITNESS WHEREOF, the DEVELOPER and the CITY have executed or have caused this AGREEMENT, with the named Exhibits attached, to be duly executed in several counterparts, each of which counterpart shall be considered an original executed copy of this AGREEMENT.

SEMINOLE TRIBE OF FLORIDA:

BY: _____ Date: September 9, 2011
James Billie, as its Chairman
of the Tribal Council

ATTEST: _____
Secretary

Priscilla D. Sayen
(Print/type/stamp name of secretary)

WITNESS: _____
WANDA F. BOWLES
(Print/type/stamp name of witness)

WITNESS: _____
Trishanna Storm
(Print/type/stamp name of witness)

STATE OF FLORIDA
COUNTY OF BROWARD

On this 9 day of Sept, 2011, before me, the undersigned authority, duly authorized to take acknowledgements and administer oaths, personally appeared JAMES BILLIE, as Chairman and Priscilla Sayen, as secretary, respectively of the SEMINOLE TRIBE OF FLORIDA, a TRIBAL COUNCIL who acknowledged before that they executed the foregoing Water and Wastewater Agreement for and on behalf of said Council. The said JAMES BILLIE, and Priscilla Sayen are personally known to me or have produced _____, respectively, as identification.

(SEAL)

Notary Public State of Florida
Emanuel R Sukhu
My Commission EE024581
Expires 11/16/2014

_____
NOTARY PUBLIC, State of Florida

EMANUEL R. SUKHU
(Print/type/stamp name of Notary)

My Commission number is: _____
My Commission expires: _____

CITY OF COCONUT CREEK,
A Florida municipal corporation

BY: Mary C. Blasi, Dep. City Mgr for Date: 9/26/11
David J. Rivera, City Manager

ATTEST:

Barbara J. Price
Barbara Price, MMC
City Clerk

Approved as to legal form:

BY: Nancy A. Cousins
Paul S. Stuart, City Attorney
NANCY A. COUSINS

STATE OF FLORIDA
COUNTY OF BROWARD

On this 26th day of September, 2011, before me, the undersigned authority, duly authorized to take acknowledgements and administer oaths, personally appeared ~~DAVID J. RIVERA~~, as Deputy City Manager, and BARBARA PRICE as City Clerk, both of the CITY OF COCONUT CREEK, a Florida municipal corporation, who acknowledged before that they executed the foregoing Water and Wastewater Agreement for and on behalf of the CITY OF COCONUT CREEK. The said ~~DAVID J. RIVERA~~ Mary C. Blasi, and BARBARA PRICE, are personally known to me or have produced _____, respectively, as identification.

(SEAL)

Notary Public State of Florida
Jacquelyn Cook
My Commission DD890088
Expires 07/12/2013

Jacquelyn Cook
NOTARY PUBLIC, State of Florida

JACQUELYN COOK
(Print/type/stamp name of Notary)

My Commission number is: DD890088
My Commission expires: 7/12/2013

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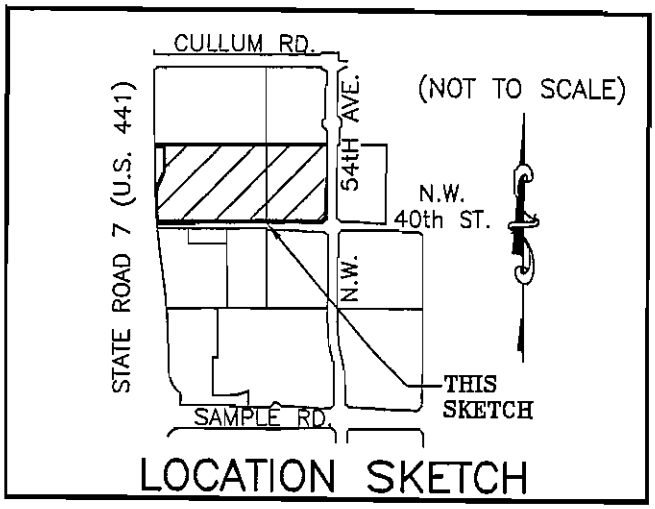
LEGEND:

B.C.R.	BROWARD COUNTY RECORDS
FDOT	FLORIDA DEPARTMENT OF TRANSPORTATION
LB	LICENSED BUSINESS
O.R.B.	OFFICIAL RECORDS BOOK
P.B.	PLAT BOOK
P.B.C.R.	PALM BEACH COUNTY RECORDS
PG.	PAGE
PGS.	PAGES
PSM	PROFESSIONAL SURVEYOR AND MAPPER
(C)	CALCULATED
(R)	PER FDOT ORDER OF TAKING



LOCATION SKETCH

LEGAL DESCRIPTION:

A PORTION OF TRACTS "G" AND "H", COMMERCE CENTER OF COCONUT CREEK, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 131, PAGE 30, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.
BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE NORTHEAST CORNER OF SAID TRACT "G"; THENCE SOUTH 00°25'15" EAST, 365.00 FEET; THENCE SOUTH 06°25'19" WEST, 100.72 FEET; THENCE SOUTH 00°25'15" EAST, 143.78 FEET; THENCE SOUTH 89°34'45" WEST, 15.00 FEET; THENCE SOUTH 44°36'00" WEST, 30.01 FEET; THENCE SOUTH 89°37'15" WEST, 1362.24 FEET; THENCE NORTH 47°10'36" WEST, 6.47 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE, CONCAVE TO THE EAST, HAVING A RADIUS OF 60.00 FEET, A RADIAL LINE THROUGH SAID POINT BEARS NORTH 53°17'36" EAST; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 34°19'32" AND AN ARC DISTANCE OF 35.94 FEET; THENCE NORTH 02°22'55" WEST, A DISTANCE OF 183.48 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 128.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 24°03'53 AND AN ARC DISTANCE OF 53.76 FEET; THENCE NORTH 21°40'58" EAST, A DISTANCE OF 130.76 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 136.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 23°38'52" AND AN ARC DISTANCE OF 56.13 FEET; THENCE NORTH 01°57'54" WEST, A DISTANCE OF 159.66 FEET; THENCE SOUTH 89°30'20" WEST, A DISTANCE OF 72.17 FEET; THENCE NORTH 00°59'59" WEST, ALONG THE EAST RIGHT OF WAY LINE OF SAID STATE ROAD 7 AND LIMITED ACCESS LINE, A DISTANCE OF 20.00 FEET; THENCE NORTH 89°37'09" EAST, ALONG THE NORTH LINE OF SAID TRACTS "H" AND "G", A DISTANCE OF 1441.33 FEET TO THE POINT OF BEGINNING.

SAID LANDS LYING IN THE CITY COCONUT CREEK, BROWARD COUNTY, FLORIDA, CONTAINING 20.21 ACRES MORE OR LESS.

SURVEY NOTES:

1. NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. BEARING'S SHOWN HEREON ARE RELATIVE TO THE PLAT OF COMMERCE CENTER OF COCONUT CREEK, PLAT BOOK 131, PAGE 30, BROWARD COUNTY RECORDS. REFERENCE BEARING OF NORTH 89°37'09" EAST ALONG THE NORTH LINE OF TRACT "H".
3. THIS IS NOT A SURVEY.
4. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
5. THE LAND DESCRIPTION SHOWN HEREON WAS PREPARED BY THE SURVEYOR.

CERTIFICATE:

I HEREBY CERTIFY THAT THE ATTACHED SKETCH AND DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS DEPICTED TO THE BEST OF MY KNOWLEDGE, BELIEF, AND INFORMATION AS DELINEATED UNDER MY DIRECTION ON SEPTEMBER 2, 2011. I FURTHER CERTIFY THAT THIS SKETCH AND DESCRIPTION MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, SUBJECT TO THE QUALIFICATIONS NOTED HEREON.

KEITH AND SCHNARS, P.A.
ENGINEERS-PLANNERS-SURVEYORS

9/12/11

BY: ROBERT K. KRISAK, P.S.M.
FLORIDA REGISTRATION NO. 4641

Z:\Projects\17796 STOF SERVICES CONTRACT\Survey\17796-GH.dwg

SKETCH OF DESCRIPTION

A PORTION OF TRACTS "G" AND "H", COMMERCE CENTER OF COCONUT CREEK (P.B. 131, PG. 30, B.C.R.)

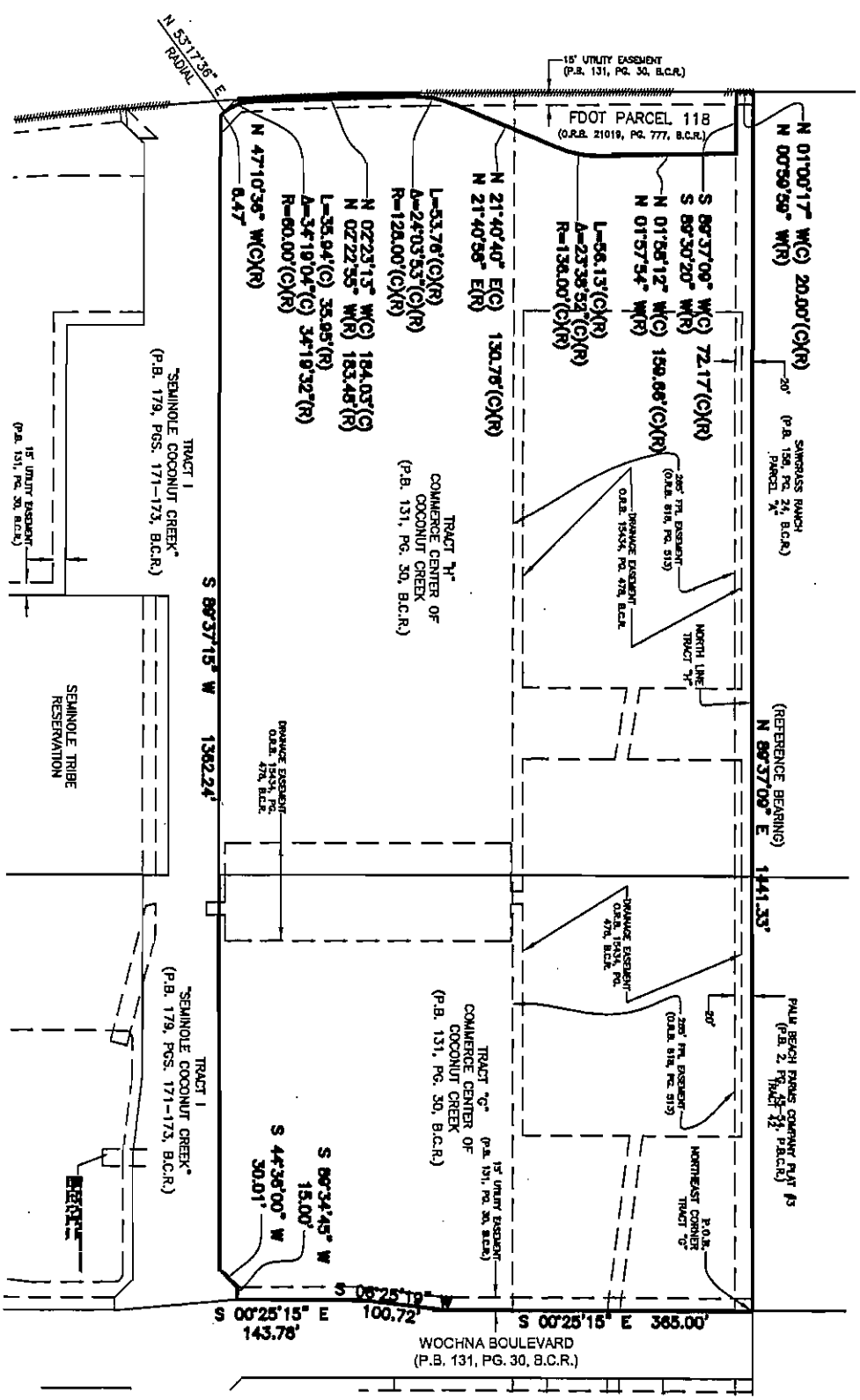
CITY OF COCONUT CREEK, BROWARD COUNTY, FLORIDA

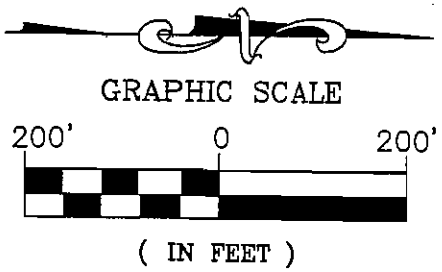
DATE	9/02/2011
SCALE	N/A
FIELD BK.	N/A
DWG. BY	JV
CHK. BY	RKK

DATE	REVISIONS

KEITH and SCHNARS, P.A.
LB 1337
ENGINEERS-PLANNERS-SURVEYORS
6500 N. ANDREWS AVE,
FT. LAUDERDALE, FL 33309-2132
(954) 776-1616

SHEET NO. 1 OF 2 SHEETS
PROJECT NO. 17796L





NOTE:
SEE SHEET 1 OF 2 FOR LEGEND

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SKETCH OF DESCRIPTION

A PORTION OF TRACTS "G" AND "H", COMMERCE CENTER OF COCONUT CREEK (P.B. 131, PG. 30, B.C.R.)

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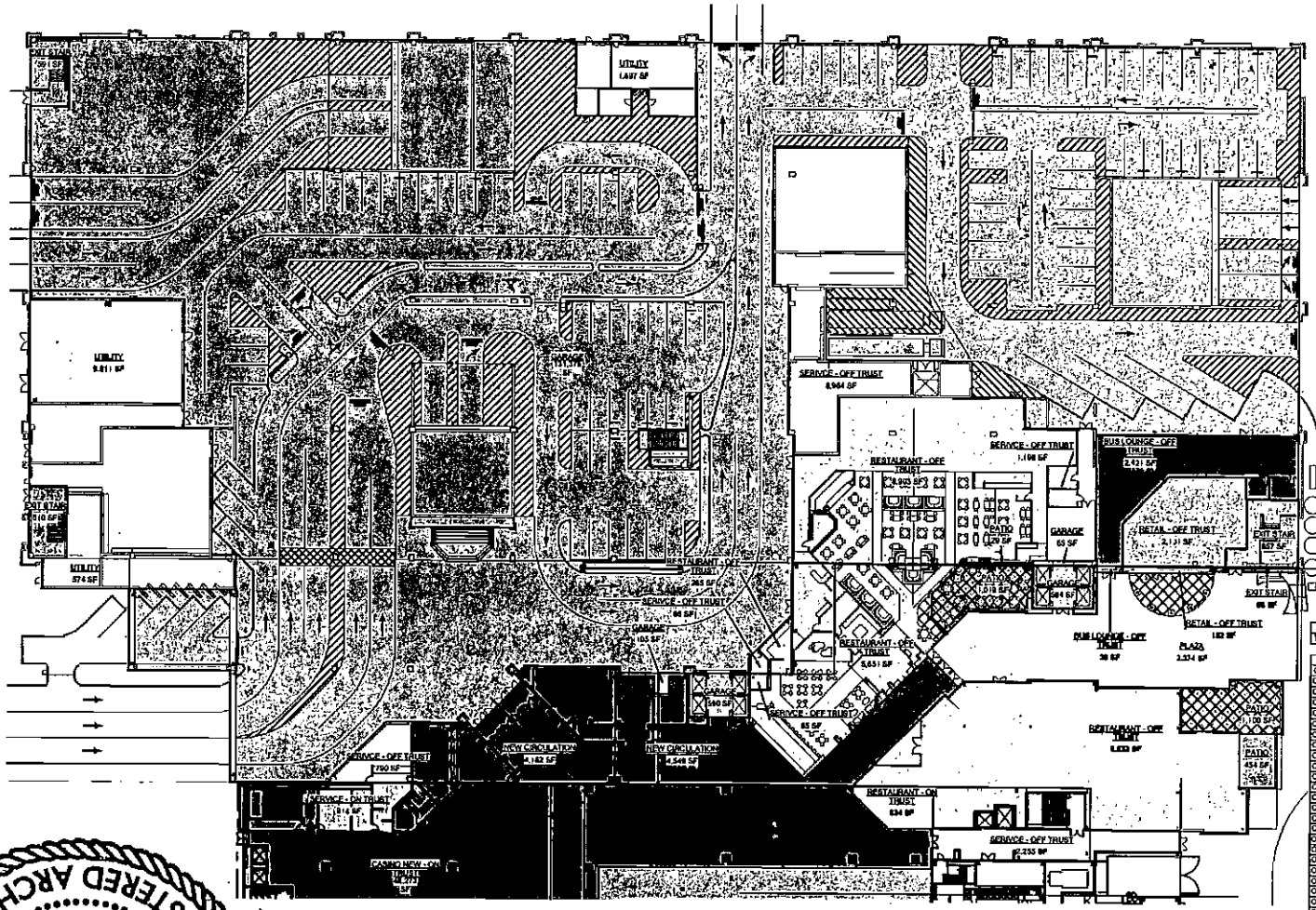
SHEET NO. 2 OF 2 SHEETS
PROJECT NO. 17796L

Exhibit "B"

RETAIL -	2,283 SF	x	0.550 ERU's/SF
BUS LOUNGE -	2,990 SF	x	0.550 ERU's/SF
OFFICE SPACE -	2,123 SF	x	0.636 ERU's/SF
RESTAURANT	24,442 SF	x	2.495 ERU's/SF
PATIO (restaurant)-	2,602 SF	x	2.495 ERU's/SF
CIRCULATION AREA-	8,711 SF	x	1.200 ERU's/SF
SERVICE-	11,358 SF	x	1.200 ERU's/SF
TOTAL ERU's	= 95.80 ERU's		
	= 96 ERU's		



CASINO LINE INDICATES EDGE OF GARAGE STRUCTURE ABOVE

Building Area Legend

- BUS LOUNGE - OFF TRUST
- CASINO EXISTING - ON TRUST
- CASINO NEW - ON TRUST
- EXIT STAIR
- GARAGE
- NEW CIRCULATION
- PATIO
- PLAZA
- RESTAURANT - OFF TRUST
- RESTAURANT - ON TRUST
- RESTROOM - ON TRUST
- RETAIL - OFF TRUST
- SERVICE - OFF TRUST
- SERVICE - ON TRUST
- UTILITY

Area Schedule (Gross Building)

Trust	Name	Area
OFF	PATIO	454 SF
OFF	BUS LOUNGE - OFF TRUST	2,990 SF
OFF	EXIT STAIR	2,124 SF
OFT	GARAGE	132,725 SF
OFF	NEW CIRCULATION	4,711 SF
OFF	OFFICE SPACE - OFF TRUST	2,123 SF
OFF	PATIO	2,149 SF
OFF	PLAZA	7,374 SF
OFF	RESTAURANT - OFF TRUST	24,442 ST
OFF	RETAIL - OFF TRUST	2,282 SF
OFF	SERVICE - OFF TRUST	17,258 SF
OFF	UTILITY	12,282 SF
ON	CAGE - ON TRUST	4,535 SF
ON	CASINO EXISTING - ON TRUST	36,940 SF
ON	CASINO NEW - ON TRUST	18,273 SF
ON	CENTER FEATURE BAR - ON TRUST	4,823 SF
ON	DELI - KITCHEN	1,417 SF
ON	DELI - On TRUST	4,606 SF
ON	EVENT CENTER - ON TRUST	16,330 ST
ON	FUTURE ON TRUST CONVENTION EXPANSION	25,872 SF
ON	OFFICE SPACE - ON TRUST	21,365 SF
ON	POKER - ON TRUST	9,044 SF
ON	RESTAURANT - ON TRUST	634 SF
ON	RESTROOM - ON TRUST	4,690 SF
ON	SERVICE - ON TRUST	3,084 SF

BUILDING CODE ANALYSIS FOR GARAGE

GENERAL AREA USE PLAN - LEVEL 1 NORTH

FRIEDMUTTER GROUP

PODIUM CORE AND SHELL
COCONUT CREEK EXPANSION
SEMINOLE COCONUT CREEK CASINO
SEMINOLE TRIBE OF FLORIDA
5800 NW 40TH STREET
COCONUT CREEK, FLORIDA 33073

FRIEDMUTTER GROUP

GENERAL AREA USE PLAN - LEVEL 1 - NORTH

A201.1

STATE OF FLORIDA
BRANCH FRIEDMUTTER
REGISTERED ARCHITECT
AR0015043
SEP 10 6 2011

Exhibit "C"

1. Substitute Broward County Health and Rehabilitative Services with Broward County Health Department throughout the Agreement.

2. Delete the second WHEREAS on page 1 of the Agreement.

3. Delete "Section 4: City Maintenance and Operation of Facilities" of the Agreement.

4. Delete the first paragraph of Section 6 and sub-section 6.b. of the Agreement.

5. Delete "Section 9: City Ownership of Facilities" of the Agreement.

6. Section 14 is deleted and replaced with the following, "Water and wastewater services shall be provided to the Property until the Seminole Tribe, by Seminole Tribal Council Resolution, gives the City one year's notice of its intent to terminate the Water and Wastewater Agreement."

7. Section 19 is deleted and replaced with the following, "this Agreement is entered into and is to be performed in the State of Florida. CITY and OWNER agree that Federal law and the law of the State of Florida shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and shall govern the interpretation of this Agreement. For purposes of this section, venue shall be in the County of Broward, Florida."

8. In the event that the Municipal Services Provider Agreement is declared null and void by the Secretary of the Interior and a state or federal court of competent jurisdiction and the payments described in Section 3.1, 3.2, or 3.3 are not made by the Seminole Tribe, the City shall have the right to terminate water and wastewater service to the Property.

9. In the event of a conflict between the Municipal Service Provider Agreement and the Water and Wastewater Service Agreement the Municipal Service Provider Agreement controls.

(15)

State of Florida
County of Broward
City of Coconut Creek
I HEREBY CERTIFY that this is a true and correct copy of Resolution No. 2011-93
Witness my hand the Official Seal of
The City of Coconut Creek this 10th day of November 2011
Barbara Steel
City Clerk

RESOLUTION NO. 2011-93

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF COCONUT CREEK, FLORIDA, AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE A WATER AND WASTEWATER AGREEMENT, ATTACHED HERETO AND MADE A PART HEREOF, BY AND BETWEEN THE CITY OF COCONUT CREEK AND THE SEMINOLE TRIBE OF FLORIDA, AN ORGAINZIED INDIAN TRIBE AS DEFINED IN SECTION 1 OF THE INDIAN REORGANIZATION ACT OF 1934, 25 U.S.C. 476 FOR THE PLAT KNOWN AS "PALM BEACH FARMS COMPANY, PLAT NO. 3", TRACT "65"; PROVIDING AN EFFECTIVE DATE

WHEREAS, the Seminole Tribe of Florida, an organized Indian Tribe as defined in Section 1 of the Indian Reorganization Act of 1934, 25 U.S.C. 476, (hereinafter referred to as Developer), plans to expand its facilities on its Trust Land; and

WHEREAS, the expansion will take place within the plat known as Palm Beach Farms Company Plat No. 3, Tract 65, (Trust Land) and adjacent to Commerce Center of Coconut Creek Plat; and

WHEREAS, the Developer desires to connect to the City of Coconut Creek's (hereinafter referred to as City) water transmission system and wastewater collection system; and

WHEREAS, in order to support its expansion, the Developer will need 118 new Equivalent Residential Connections (ERCs); and

WHEREAS, the Trust Land is outside the jurisdiction of the City, requiring "outside the City" rates for all 118 ERCs; and

WHEREAS, the City staff has verified and confirmed with the Broward County staff, the calculations and availability of water and wastewater capacities;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF COCONUT CREEK, FLORIDA:

Section 1: That the City Commission has reviewed and hereby approves the attached Water and Wastewater Agreement with requisite Exhibits.

Section 2: That the attached Exhibits, which show various areas and usage, are approved for the sole purpose of this Water and Wastewater Agreement and calculations of ERCs only, and for no other purpose.

Section 3: That the City Manager or his designee is hereby authorized to execute the said Agreement.

Section 4: That this Resolution shall take effect immediately upon its passage.

Adopted this 22nd day of September, 2011, on a motion by Commissioner Tooley and seconded by Vice Mayor Belvedere.

Ayes	5
Nays	0
Absent or Abstaining	0

Lou Sarbone, Mayor

Attest:

Barbara S. Price, MMC
City Clerk

Sarbone	Aye
Belvedere	Aye
Gerber	Aye
Tooley	Aye
Aronson	Aye

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WATER AND WASTEWATER AGREEMENT
(Corporate)

THIS AGREEMENT ("WATER AND WASTEWATER AGREEMENT") made and entered into this day 22nd of September 2011, by and between THE SEMINOLE TRIBE OF FLORIDA, an organized Indian Tribe as defined in Section 1 of the Indian Reorganization Act of 1934, 25 U.S.C. 476, hereinafter referred to as "DEVELOPER" and the CITY OF COCONUT CREEK, Florida, a municipal corporation, hereinafter referred to as "CITY".

WITNESSETH

WHEREAS, the DEVELOPER owns or controls lands located in Broward County, Florida, as described in Exhibit "A", attached hereto and made a part hereof as if fully set out in this paragraph and hereinafter referred to as "Property," and DEVELOPER has or is about to develop the Property by erecting thereon single family residential buildings, multi-family residential buildings, commercial improvements, industrial improvements, institutional, recreational or other uses; and

WHEREAS, in order to meet the financing and general requirements of certain private agencies and certain Federal, State and local governmental agencies, such as, but not limited to, the Florida Department of Environmental Protection and the Broward County Health and Rehabilitative Services, the Veterans' Administration, the Federal Housing Administration, and private lending institutions, it is necessary that adequate water and wastewater facilities and services be provided to serve the Property and to serve the occupants of each residence, building, or unit constructed or located on the Property; and

WHEREAS, the DEVELOPER is required to execute a "WATER AND WASTEWATER AGREEMENT" setting forth such reasonable provisions governing the DEVELOPER's and the CITY's responsibility pertaining to the installation of water and wastewater service facilities; the connection of consumer installations with the facilities; and

WHEREAS, DEVELOPER wishes to develop or redevelop their property and is required to execute a "WATER AND WASTEWATER AGREEMENT" setting forth such reasonable provisions governing said property owners and the CITY's responsibility pertaining to

the installation of water and WASTEWATER service facilities; the connection of consumer installations with the facilities of the CITY; the manner and method of payment of Impact Fees; standards of construction or specifications; time commitments to "take and use water and wastewater services"; engineering errors and omissions; rules, regulations and procedures of the CITY and other reasonable regulations; and

WHEREAS, CITY is willing to provide, in accordance with the provisions hereinafter set out, central water and wastewater facilities, and to extend such facilities by way of water distribution mains and wastewater collection and transmission mains, and to thereafter operate such facilities so that the occupants of each residence, building, or unit constructed on properties will receive an adequate water and wastewater service from the CITY.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED HEREIN, THE PARTIES HERETO AGREE AS FOLLOWS:

SECTION 1: WHEREAS CLAUSES.

The foregoing "Whereas" clauses are hereby ratified and confirmed as true and correct, and are incorporated herein as if set forth in full.

SECTION 2: CITY CODE INCORPORATED HEREIN.

Chapter 13, of the Code of Ordinances of the City of Coconut Creek, entitled "Land Development Code", Article II thereof entitled "Subdivision Regulations", Division 2 thereof, entitled "Subdivision Plat Requirements", Sections 13-169 through 13-169.15 thereof are hereby specifically incorporated into this agreement by reference. DEVELOPER hereby covenants and represents that he has read and understands the aforementioned code sections, and that he hereby agrees to be bound by all of the regulations, terms and conditions contained therein.

SECTION 3: DEFINITIONS.

The following definitions are in addition to those included by reference in the Code of Ordinances referred to in Section 2 hereof.

a. Project Equivalent Residential Connections – The Property shall be limited to 118 ERCs, as the same are defined in the Code of Ordinances. These ERC's are calculated and anticipated to be used in accordance with attached Exhibit "B", Schedules of Connection.
b. Initial Impact Fee per ERC - The initial impact fee per ERC is $5,450.56 in accordance with the Code of Ordinances, said impact fee shall be adjusted by the City Engineer.
c. Property - The land area illustrated and legally described by the attached Exhibit "A".

SECTION 4: CITY MAINTENANCE AND OPERATION OF FACILITIES.

The DEVELOPER hereby grants and gives to the CITY, its successors and assigns, the exclusive right or privilege to construct, own, maintain and operate said facilities in, under, upon, over and across the present and future streets, roads, terraces, alleys, easements, reserve utility strips and utility sites, and any public places as provided and dedicated to public use in recorded plats, or as provided for in agreements, dedications, or grants made otherwise and independent of said recorded plats. The DEVELOPER shall grant to the CITY easements of rights-of-ways corresponding with the installation of the proposed facilities. The grant or conveyance shall be in form satisfactory to the City Commission. The conveyances, whether or not located on the property shall be made without cost to the CITY. The CITY reserves the right to require such easement or right-of-way to the point at which the meter is proposed to be installed or at the "point of delivery of service", being the point at which the facilities of the CITY joins with the DEVELOPER's installation.

DEVELOPER hereby agrees that the foregoing grants shall include the necessary right of ingress and egress to any part of the Property; that the foregoing grants shall be for such period of time as the CITY or its successors or assigns require such rights, privileges or easements in the construction, ownership, maintenance, operation or expansion of the water distribution and wastewater collection and transmission facilities. The CITY hereby covenants that it will use due diligence in ascertaining all easement locations; however, should the CITY install any of its facilities outside of a dedicated easement area, the DEVELOPER hereby covenants and agrees

that the CITY shall not be required to move or relocate any facilities lying outside a dedicated easement area so long as the facilities do not interfere with existing uses of the area in which the facilities have been installed. In any event, DEVELOPER agrees to provide an easement for the actual location of said facilities.

The CITY hereby agrees that all easement grants will be utilized in accordance with the established and generally accepted practices of the water and wastewater industry with respect to the installation of all its water distribution and wastewater collection and transmission facilities in any of the easement areas; and that the DEVELOPER in granting said easements, or pursuant to the terms of this WATER AND WASTEWATER AGREEMENT, shall have the right to grant nonexclusive rights, privileges and easements to other persons, firms or corporations to provide to the Property any utility services other than water or wastewater service.

SECTION 5: CONNECTION OF FACILITIES AND COMMENCEMENT OF SERVICES BY CITY.

Upon accomplishment of all of the prerequisites to be performed by the DEVELOPER as contained this WATER AND WASTEWATER AGREEMENT, and the Code of Ordinances, the CITY hereby covenants and agrees that it will connect the water distribution and wastewater collection facilities installed by the DEVELOPER to the water distribution and wastewater collection and transmission facilities of the CITY, in accordance with the terms and intent of this WATER AND WASTEWATER AGREEMENT. Such connection shall at all times be in accordance with rules, regulations, and orders of the Florida Department of Environmental Regulation, or any other governmental agency or department which has jurisdiction thereof.

The CITY agrees that once it provides water and wastewater services to the Property, and the DEVELOPER or others have connected consumer installations to the City's water distribution and wastewater collection and transmission system, the City will continuously provide water and wastewater service to the Property in a manner to conform with all regulations of the Florida Department of Environmental Regulation and the Broward County Health and Rehabilitative Services and other governmental agencies having jurisdiction over the water distribution and wastewater collection and transmission facilities and services of the CITY.

Notwithstanding anything herein to the contrary, the CITY shall not be responsible for any delays in connections, commencement of service or interruptions of service due to fires, casualties, accidents, power failures, maintenance work, breakdowns, damage to equipment or facilities, civil or military authority, strikes, war, riot, unusual weather conditions, judgments of any court, Act of God, and any such delay in connection or commencement of service. Interruption of service shall not constitute a breach of this WATER AND WASTEWATER AGREEMENT nor impose any liability upon the CITY.

SECTION 6: DEVELOPER OBLIGATIONS.

DEVELOPER hereby covenants and agrees to construct and transfer ownership and control of the on-site water distribution and wastewater collection and transmission systems referred to herein to the CITY at no cost to the CITY.

It shall be DEVELOPER's obligation to furnish to the CITY accurate information with regard to matters of engineering, construction of buildings and dwellings and proposed densities. The DEVELOPER is responsible for any increase in the CITY's construction or operating costs resulting from any engineering errors or changes furnished to the CITY. Plans and specifications shall be submitted and approved for compliance with applicable CITY Ordinances.

a. Construction of Facilities by DEVELOPER. After the approval of plans and specifications, the DEVELOPER shall cause to be constructed, at THE DEVELOPER's own cost and expense, the water distribution and wastewater collection and transmission facilities as shown on the approved plans and specifications, or as the same may be modified and approved from time to time. Such facilities shall include those on-site elements and the hydraulic share of the off-site elements applicable to the DEVELOPER's Property. Complete "as built" plans shall be submitted to the CITY by the DEVELOPER upon completion of construction. Construction and, inspection of the water distribution and wastewater collection and transmission facilities by the DEVELOPER, shall be in accordance with any applicable CITY Ordinances and in accordance with good engineering practices.

The DEVELOPER may also be required to construct or finance all or a portion of the off-site water distribution and wastewater collection and transmission facilities in order to provide a physical interconnection of DEVELOPER'S property with the facilities of the CITY at their present terminus. If applicable, such eventualities are detailed in Exhibit ____, entitled "Refundable Advances". (If there is no Exhibit letter in place upon execution of this document, there are no refundable advances in connection with the development contemplated in this agreement.) If the CITY requires facilities before the DEVELOPER requires said facilities, the DEVELOPER shall pay the hydraulic share applicable to the DEVELOPER's Property, upon receipt of notice to pay from the CITY. This does not limit, in any way, the ability of the CITY to require payment through any other lawful means.

b. Transfer of Title and Ownership. By this AGREEMENT, the DEVELOPER, shall convey to the CITY, title to all water distribution and wastewater collection and transmission facilities installed by the DEVELOPER or the DEVELOPER's contractor, pursuant to the provisions of this WATER AND WASTEWATER AGREEMENT. Such conveyance shall take effect pursuant to Division 3 and 4 of Article II, Chapter 13 of the Coconut Creek Land Development Code. Included in the approval and acceptance of the system by the CITY Engineer, shall be documentation demonstrating the DEVELOPER's compliance with the above-referenced sections of the Land Development Code. As further evidence of said transfer of title, and upon the completion of the installation and prior to the rendering of service by the CITY, the DEVELOPER shall convey to the CITY at the request of the CITY by "Bill of Sale," in form satisfactory to the CITY's counsel, the complete on-site water distribution and wastewater collection and transmission facilities. The DEVELOPER shall further cause to be conveyed to the CITY all easements and rights-of-ways covering areas in which water and wastewater facilities are installed, by recordable document in form satisfactory to the CITY's counsel.

The DEVELOPER shall also convey, by Warranty Deed, any and all wastewater collection and transmission facilities. All conveyance of easements, rights-of-ways, or Warranty Deeds shall be accompanied by evidence of title, satisfactory to the CITY, establishing the DEVELOPER's right to convey such easements, rights-of-ways or Warranty Deeds and further evidencing the CITY's right to the continuous enjoyment of such easements, rights-of-way or

Warranty Deed properties to the exclusion of any other person in interest. The CITY agrees that the acceptance of the water distribution and wastewater collection and transmission facilities installed by the DEVELOPER shall constitute the assumption of responsibility by the CITY for the continuous operation and maintenance of such systems from that date forward. Mortgagees, if any, holding prior liens on such properties shall be required to release such liens, subordinate their position or join in the grant dedication of the easements, rights-of-way or Warranty Deeds, prior to acceptance of said dedication, easement, right-of-way or deed by the CITY. All water distribution or wastewater collection and transmission facilities, save and except consumer installations, shall be covered by easements, rights-of-way or warranty deeds.

Neither the DEVELOPER, nor any person or other entity holding title to any of the Property, shall have any present or future right, title, claim or interest in and to the Fee or to any of the water distribution and wastewater collection and transmission facilities and properties of the CITY. All prohibitions applicable to the DEVELOPER, are applicable to all subsequent owners, person or entities.

The CITY shall not be required to accept title to any component part of the water distribution or wastewater collection and transmission facilities as constructed by the DEVELOPER until the CITY's engineer has approved the construction of said lines and accepted the tests to determine that such construction is in accordance with applicable provisions of the Coconut Creek Land Development Code, and final approval has been received by any other agency having jurisdiction. Said approval shall be made as required in the Coconut Creek Land Development Code and shall be evidence of the CITY'S acceptance of said lines for the CITY'S ownership, operation and maintenance.

c. Facilities Retained by Developer. Any facilities in the category of consumer installations located on the discharge side of the water meter or on the consumer's side of the point of delivery of service shall not be transferred to the CITY and shall remain the property of the DEVELOPER. Each consumer installation shall remain the maintenance responsibility of DEVELOPER. The CITY reserves the right to refuse connection and to deny the commencement of service to any consumer seeking to be connected to portions of the water distribution and

wastewater collection and transmission facilities installed by the DEVELOPER until such time as the provisions of this Paragraph have been fully met by the DEVELOPER.

d. Water and Wastewater Impact Fee. In addition to the transfer of ownership and control of the on-site water distribution and wastewater collection and transmission facilities, the DEVELOPER shall pay to the CITY the Water and Wastewater Impact Fee which is defined in Section 3 (b) hereof . However, it is anticipated that the impact fee will be increased, and said increase may occur prior to or after the recordation of the plat(s) covering the property subject to this WATER AND WASTEWATER AGREEMENT, or prior to the issuance of building permits for said property. DEVELOPER hereby specifically agrees to pay the prevailing impact fee applicable to the building at the time of issuance of the building permit.

The CITY requires the payment of the Water and Wastewater Impact Fees as described below. The payment by the DEVELOPER of such fee to the CITY shall be precedent to the rendering of water and wastewater service by the CITY. Said Water and Wastewater Impact Fee shall be utilized by the CITY to pay for the debt service charges and impact fees for securing the water and wastewater capacity from Broward County and to pay for the design and construction of other water and wastewater facilities and other backbone improvements outside the scope of the DEVELOPER's financial obligation and as payment for water and wastewater facilities on any CITY owned property as may be necessary to service DEVELOPER's area.

Payment of the Water and Wastewater Impact Fee does not and will not result in the CITY waiving any of its water and wastewater charges, rates, rules and regulations, and their enforcement shall not be affected in any manner whatsoever by the DEVELOPER paying the Fee.

i. The DEVELOPER shall be charged in total the prevailing impact fee applicable to the building(s) at the time of application for the building permit less previous county reserve charges paid at the time of engineering permit application.

ii. The Water and Wastewater Impact Fees shall be assessed against each Final Plat(s) or portion thereof, to be developed by the DEVELOPER. Thirty percent (30%)

(county reserve charge) of the total water and wastewater impact fees for each Final Plat or portion thereof shall be due and payable on or by five (5) working days after DEVELOPER's request for final engineering permit approval which includes "Application for Installation of Wastewater Collection/Transmission System" (DNRP Permit) or "Application for Construction Permit Extension to Community Water System" (HRS/BCPHU/DEP Permit) or similar agency document. The prevailing fee shall be calculated according to the provisions of Section 8 hereof.

iii. In addition, the remaining seventy percent (70%) (balance charge) of the prevailing impact fee on each individual lot, parcel or phase shall be paid to the CITY concurrent with the DEVELOPER's or his agent's building permit application for each individual lot, parcel or phase. The CITY shall require that the balance of the Water and Wastewater Impact Fee be paid to the CITY for each phase of residential building, residential unit or other building or structure concurrent with the first permit application for said each phase or unit(s), building(s) or structure(s). The balance of the Fee shall be calculated as the initial Water and Wastewater Impact Fee as adjusted according to the provisions of Section 8 and in effect at the time of building permit application submittal less county reserve fees paid at the time of final engineering plat(s) which includes said building(s) or structures(s).

iv. Should the DEVELOPER enter into an agreement with Broward County to have the right to commence construction on his property prior to the recordation of the final plat, payment of one hundred percent (100%) of the total of the above Water and Wastewater Impact Fees shall be made five (5) working days after the DEVELOPER has made joint application for final engineering permits and initial building permit(s) on the property. No building permit will be issued for any lot, parcel or phase in each Final Plat portion thereof or proposed plat included in the area until said Water and Wastewater Impact Fee for said area has been paid.

SECTION 7: DEVELOPER'S HYDRAULIC SHARE OF OFF-SITE FACILITIES

It is the CITY's policy to apportion the cost of the water and wastewater facilities on a pro rata basis against the property receiving service from such main transmission lines located off-site as to the DEVELOPER's Property. Since each DEVELOPER draws from the hydraulic

capacity of such lines, the CITY will require that the DEVELOPER pay his Property's hydraulic share of the cost of the off-site water distribution and wastewater collection and transmission facilities through which service is rendered to DEVELOPER's Property. Said costs shall be changed from time to time in accordance with any amendments as set forth Section 13-169.12. "Amendments to Plans and Specifications".

The CITY further declares that the Fee for the Developer's hydraulic share of off-site facilities will be applicable to the DEVELOPER's Property whether or not the water distribution and wastewater collection and transmission facilities have been previously constructed. It is the intent of this section to apportion the costs of off-site water distribution and wastewater collection and transmission facilities on a hydraulic share basis irrespective of whether such water distribution and wastewater collection and transmission facilities have been previously constructed or are proposed to be constructed. The specific fee for the DEVELOPER'S hydraulic share of the off-site facilities in connection with the development of property contemplated by this agreement shall be calculated by the DEVELOPER with the approval of the City Engineer. Said fee is due and payable prior to the issuance of engineering permits.

The DEVELOPER may also be required to advance all or a portion of the off-site water distribution and wastewater collection and transmission facilities in order to provide a physical interconnection of the DEVELOPER's Property with the facilities of the CITY at their then present terminus. Such eventualities are covered by provisions of "Refundable Advances", Exhibit _____. (If there is no Exhibit letter in place upon execution of this agreement, there are no refundable advances in connection with the development contemplated in this agreement.) If the City requires the facilities before the DEVELOPER requires them, the DEVELOPER shall pay its hydraulic share upon receipt of notice to pay from the CITY.

It shall be warranted and represented by the CITY to the DEVELOPER that a water and wastewater system is located within the municipal boundary to which the DEVELOPER may connect at the cost provided in the WATER AND WASTEWATER AGREEMENT. Said warranty and representation is subject to the CITY contracting with Broward County for said wastewater capacity, pursuant to "Wastewater Agreement", as amended from time to time and is

further subject to obtaining necessary volumes of potable water from Broward County, pursuant to "Water Agreement" as amended from time to time.

SECTION 8: WATER AND WASTEWATER IMPACT FEE ADJUSTMENT FORMULA - ESCALATION PROVISIONS

The Water and Wastewater Impact Fee as defined in Section 3 (b) hereof has been structured by the CITY with regard to the present level of construction costs of water distribution and wastewater collection and transmission facilities. The impact fee schedule may be increased from time to time to reflect increases in the construction cost of water distribution and wastewater collection and transmission facilities and related debt services and impact fees charged by Broward County. Additionally, the CITY hereby declares that the schedule of Water and Wastewater Impact Fees set forth herein shall be automatically escalated based upon increases in utility construction costs as evidenced by the quarterly construction cost index published in Engineering News Record Magazine, entitled "U.S. - 20 Cities Construction Cost Index". Regardless of the foregoing, the CITY shall automatically adjust the Water and Wastewater Impact Fees set forth herein on a quarterly basis, effective January 1, April 1, July 1 and October 1 of each year. The construction cost index of July 2011 which was used for the purposes of calculating the above Water and Wastewater Impact Fee is 9080.15.

SECTION 9: CITY OWNERSHIP OF FACILITIES.

The parties hereby agree that all water distribution and wastewater collection and transmission facilities used, useful or held for use in connection with providing water service and wastewater service to the Property, shall at all times remain in the sole, complete and exclusive ownership of the CITY, its successors or assigns. Any person or entity owning any part of the Property or any residence, building, or unit constructed or located thereon, shall not have any right, title, claim or interest in and to such facilities, or any part of them, for any purpose, except as otherwise provided in this AGREEMENT, including the furnishing of water and wastewater service to other persons or entities located within or beyond the limits of the Property.

The DEVELOPER agrees that it shall not (the words "shall not" being used in the mandatory definition) engage in the business or businesses of providing water and wastewater

services to the Property without the CITY's consent during the period of time the CITY, its successors and assigns provide water or wastewater services to the Property. It is the intention of the parties hereto, that under the foregoing provision and also other provisions of this AGREEMENT, that the CITY shall have the sole and exclusive right and privilege to provide water and wastewater service to the Property and to the occupants of each residence, building or unit constructed thereon.

SECTION 10: WATER AND WASTEWATER RATES AND REGULATIONS.

The CITY, its successors or assigns, may amend, revise and enforce from time to time the rate or rate schedules as shall be reasonable. Rates charged to the DEVELOPER or consumers located upon the Property shall at all times be identical to rates charged for the same classification of service as are or may be in effect throughout the CITY's service area. However, rates charged for property serviced outside the CITY's municipal boundaries shall be 25% higher than those rates inside municipal boundaries.

The initial water and wastewater rates, including any increase or decrease thereof, and the rules and regulations established, amended, or revised and enforced by the CITY from time to time in the future, shall be binding upon the DEVELOPER, upon any person or other entity holding by, through or under the DEVELOPER and upon any user or consumer of the water service and wastewater service provided to the Property by the CITY.

The CITY also retains the right to promulgate from time to time reasonable rules and regulations relating to the furnishing of water service and wastewater service to consumers. The rules and regulations may relate to, but are not limited to, the right to discontinue the service under specified and reasonable conditions, and the type and quantity of material permitted to be discharged into the CITY's wastewater collection and transmission facilities.

SECTION 11: PROHIBITION AGAINST SEPTIC TANKS, AND WATER WELLS.

The DEVELOPER and, the owners and occupants of the buildings on the DEVELOPER's Property are hereby prohibited from installing or maintaining any septic tanks

except as permitted by the CITY for temporary purposes; and are further prohibited from installing or maintaining any water wells except as permitted by the CITY for temporary purposes, or as permitted by the CITY for irrigation purposes. An addendum to this Agreement shall be provided for specifying terms for temporary purposes if temporary purposes have been approved.

SECTION 12: DEVELOPER'S SCHEDULE OF CONNECTIONS.

The parties acknowledge that the CITY is not guaranteeing water and wastewater service until and unless the CITY obtains the necessary wastewater treatment and transmission capacity from Broward County pursuant to the provisions of the "Wastewater Agreement" for wastewater utility service and also obtains the necessary volumes of potable water from Broward County pursuant to the "Water Agreement" for supply of potable water. The DEVELOPER in Exhibit "B" has given to the CITY a schedule of the dates when the water distribution and wastewater collection and transmission facilities are needed. The CITY shall then obtain water and wastewater service from Broward County according to the schedule provided by the DEVELOPER.

If the DEVELOPER requests water and wastewater service at a date earlier than indicated in Exhibit "B", the CITY is not responsible for providing said water and wastewater service. However, the CITY shall make all reasonable attempts to secure said water and wastewater service.

If the DEVELOPER does not require water and wastewater service at the time indicated on Exhibit "B", the CITY reserves the right to divert said service to other users of the water and wastewater system.

It is the DEVELOPER's responsibility to notify the CITY, in writing, of its inability to meet the schedule dates of requested water and wastewater service. At that time, the CITY may, at its discretion, amend the schedule.

SECTION 13: AMENDMENTS TO PLANS AND SPECIFICATIONS.

In the event the DEVELOPER, subsequent to the execution of the WATER AND WASTEWATER AGREEMENT, alters any plans and specifications of the proposed system, acquires additional Property or alters the densities of the Property, an amendment to the WATER AND WASTEWATER AGREEMENT shall be executed by the parties. Said amendment shall be negotiated and executed prior to the commencement of service to those areas altered by the DEVELOPER. Said amendment shall be recorded in the Public Records of Broward County, Florida at the expense of the DEVELOPER.

SECTION 14: TERM OF THE AGREEMENT.

In no event shall the term of this WATER AND WASTEWATER AGREEMENT extend beyond five (5) years from the date of execution. It is contemplated that all construction and development of the Property under the provisions of the WATER AND WASTEWATER AGREEMENT shall be completed within the five-year term. In the event the AGREEMENT terminates under this paragraph, then the AGREEMENT shall either be extended or renegotiated at the sole discretion of the CITY.

SECTION 15: ASSIGNABILITY.

This WATER AND WASTEWATER AGREEMENT as provided herein may be assigned to any successors in interest of DEVELOPER to the property which is subject to said agreement.

SECTION 16: RECORDING OF AGREEMENT.

This WATER AND WASTEWATER AGREEMENT, and any amendments thereto, shall be recorded in the Public Records of Broward County, Florida, for the sole purpose of placing all owners or occupants of properties in the DEVELOPER's Property connected to or to be connected to said water distribution and wastewater collection and transmission facilities of the CITY on notice of these provisions to the same extent and with the same force and effect as if said owners and occupants had joined in the execution of the WATER AND WASTEWATER AGREEMENT. The cost of recording said AGREEMENT, and any amendments hereto, shall be borne by the DEVELOPER. The acquisition or occupancy of any portion of the property

connected to or to be connected to the said sewer system of the CITY shall be deemed conclusive evidence of the fact the said owners or occupants have consented to, become bound by and accepted the WATER AND WASTEWATER AGREEMENT. By reference the agreements between the CITY and Broward County for water and wastewater services have been made an integral part of this AGREEMENT.

SECTION 17: TITLES TO PARAGRAPHS.

The title of each paragraph in this AGREEMENT is for purposes of clarity and ease of reading only and not to be construed as a substantive portion of the AGREEMENT, and are not intended to be used as aids to interpretation and are not binding on the parties.

SECTION 18: WAIVER.

A waiver of any breach of any provision of this Agreement shall not constitute or operate as a waiver of any other breach of such provision or of any other provisions, nor shall any failure to enforce any provision hereof operate as a waiver of such provision or of any other provision.

SECTION 19: LAW TO GOVERN.

This Agreement is entered into and is to be performed in the State of Florida. CITY and DEVELOPER agree that the law of the State of Florida shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and shall govern the interpretation of this Agreement. For purposes of this section, venue shall be in the County of Broward, Florida.

SECTION 20: ATTORNEYS FEES

The Non-Prevailing Party shall be liable to the Prevailing party for all costs, expenses, attorneys' fees and damages at the trial and appellate level, up to and including the U.S. Supreme court, which may be incurred or sustained by the Prevailing party by reason of the Non-Prevailing Party's breach of any of the provisions of this Agreement, whether or not litigation is involved in any such breach.

SECTION 21: REPRESENTATION BY COUNSEL

All parties to this Agreement have been represented by their respective counsel. The parties hereto acknowledge having read this Agreement and discussed the terms of this Agreement with their respective counsel and City, with its elected officials, and that approval and execution of this Agreement has been made freely and voluntarily with full knowledge of its legal effect.

SECTION 22: SEVERABILITY

The invalidity of one or more of the phrases, sentences, clauses or Sections contained in this Agreement shall not affect the validity of the remaining portions of the Agreement so long as the material purposes of this Agreement can be determined and effectuated.

SECTION 23: SURVIVABILITY

All of the terms, conditions, provisions, and representations contained in this Agreement shall survive and transcend the execution and termination of this Agreement.

SECTION 24: EFFECT OF EXHIBIT C

Exhibit C, attached hereto and made a part hereof, contains certain terms and conditions which vary from certain terms and conditions in this Agreement. In the event of a conflict between the terms and conditions contained in this Agreement, and the terms and conditions contained in Exhibit C, the terms and conditions contained in Exhibit C shall be primary, and shall control.

IN WITNESS WHEREOF, the DEVELOPER and the CITY have executed or have caused this AGREEMENT, with the named Exhibits attached, to be duly executed in several counterparts, each of which counterpart shall be considered an original executed copy of this AGREEMENT.

SEMINOLE TRIBE OF FLORIDA:

BY: _____ Date: September 9, 2011
James Billie, as its Chairman
of the Tribal Council

ATTEST: _____
Secretary

Priscilla D. Sayen
(Print/type/stamp name of secretary)

WITNESS: _____
WANDA F. BOWERS
(Print/type/stamp name of witness)

WITNESS: _____
Tristianna Storm
(Print/type/stamp name of witness)

STATE OF FLORIDA
COUNTY OF BROWARD

On this 9 day of Sept, 2011, before me, the undersigned authority, duly authorized to take acknowledgements and administer oaths, personally appeared JAMES BILLIE, as Chairman and Priscilla Sayen, as secretary, respectively of the SEMINOLE TRIBE OF FLORIDA, a TRIBAL COUNCIL who acknowledged before that they executed the foregoing Water and Wastewater Agreement for and on behalf of said Council. The said JAMES BILLIE, and Priscilla Sayen are personally known to me or have produced _____, respectively, as identification.

(SEAL)

Notary Public State of Florida
Emanuel R Sukhu
My Commission EE024581
Expires 11/16/2014

_____
NOTARY PUBLIC, State of Florida

EMANUEL R. SUKHU
(Print/type/stamp name of Notary)

My Commission number is: _____
My Commission expires: _____

CITY OF COCONUT CREEK,
A Florida municipal corporation

BY: Mary C. Blasi Dep. City Mgr. for Date: 9/26/11
David J. Rivera, City Manager

ATTEST:

Barbara Price
Barbara Price, MMC
City Clerk

Approved as to legal form:

BY: Nancy A. Cousins
Paul S. Stuart, City Attorney
NANCY A. COUSINS

STATE OF FLORIDA
COUNTY OF BROWARD

On this 26th day of September, 2011, before me, the undersigned authority, duly authorized to take acknowledgements and administer oaths, personally appeared ~~DAVID J. RIVERA,~~ as Deputy City Manager, and BARBARA PRICE as City Clerk, both of the CITY OF COCONUT CREEK, a Florida municipal corporation, who acknowledged before that they executed the foregoing Water and Wastewater Agreement for and on behalf of the CITY OF COCONUT CREEK. The said ~~DAVID J. RIVERA~~ Mary C. Blasi, and BARBARA PRICE, are personally known to me or have produced _____, respectively, as identification.

(SEAL)

Notary Public State of Florida
Jacquelyn Cook
My Commission DD890088
Expires 07/12/2013

Jacquelyn Cook
NOTARY PUBLIC, State of Florida

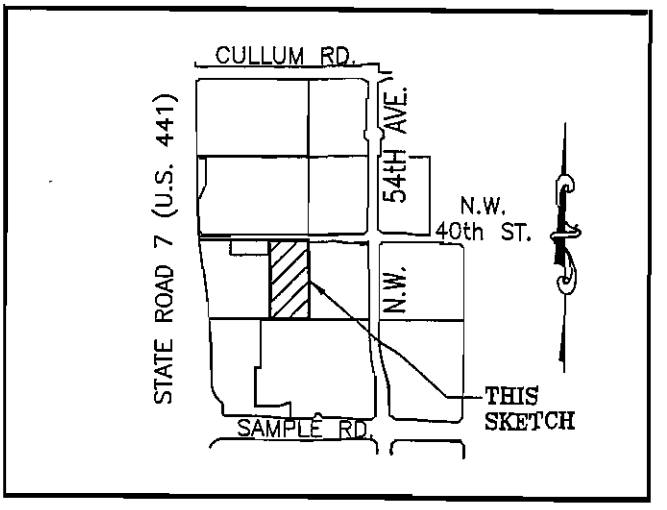
JACQUELYN COOK
(Print/type/stamp name of Notary)

My Commission number is: DD 890088
My Commission expires: 7/12/2013

I:\Client Documents\SEMINOLE\776-003\Misc\Water and Wastewater Agreement - Tract 65 - 062011.docx

LEGEND:

B.C.R.	BROWARD COUNTY RECORDS
LB	LICENSED BUSINESS
O.R.B.	OFFICIAL RECORDS BOOK
P.B.	PLAT BOOK
P.B.C.R.	PALM BEACH COUNTY RECORDS
PG.	PAGE
PGS.	PAGES
PSM	PROFESSIONAL SURVEYOR AND MAPPER



LOCATION SKETCH
(NOT TO SCALE)

LEGAL DESCRIPTION:

(RESERVATION LAND)
ALL OF TRACT 65, BLOCK 89, "PALM BEACH FARMS COMPANY PLAT NO. 3", PLAT BOOK 2, PAGES 45–54, PALM BEACH COUNTY RECORDS, FLORIDA. CONTAINING 5.00 ACRES MORE OR LESS.

SURVEY NOTES:

1. NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. BEARING'S SHOWN HEREON ARE RELATIVE TO THE PLAT OF COMMERCE CENTER OF COCONUT CREEK, PLAT BOOK 131, PAGE 30, BROWARD COUNTY RECORDS. REFERENCE BEARING OF SOUTH 89°37'19" WEST ALONG THE NORTH LINE OF TRACT "B".
3. THIS IS NOT A SURVEY.
4. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS–OF–WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
5. THE LAND DESCRIPTION SHOWN HEREON WAS PREPARED BY THE SURVEYOR.

CERTIFICATE:

I HEREBY CERTIFY THAT THE ATTACHED SKETCH AND DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS DEPICTED TO THE BEST OF MY KNOWLEDGE, BELIEF, AND INFORMATION AS DELINEATED UNDER MY DIRECTION ON SEPTEMBER 2, 2011. I FURTHER CERTIFY THAT THIS SKETCH AND DESCRIPTION MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J–17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, SUBJECT TO THE QUALIFICATIONS NOTED HEREON.

KEITH AND SCHNARS, P.A.
ENGINEERS–PLANNERS–SURVEYORS

9/12/11

BY: ROBERT K. KRISAK, P.S.M.
FLORIDA REGISTRATION NO. 4641

RESERVATION LAND

Z:\Projects\17796 STOF SERVICES CONTRACT\Survey\17796–65.dwg

SKETCH OF DESCRIPTION

TRACT 65, BLOCK 89,
PALM BEACH FARMS COMPANY
PLAT NO. 3
(P.B. 2, PGS. 45–54, P.B.C.R.)

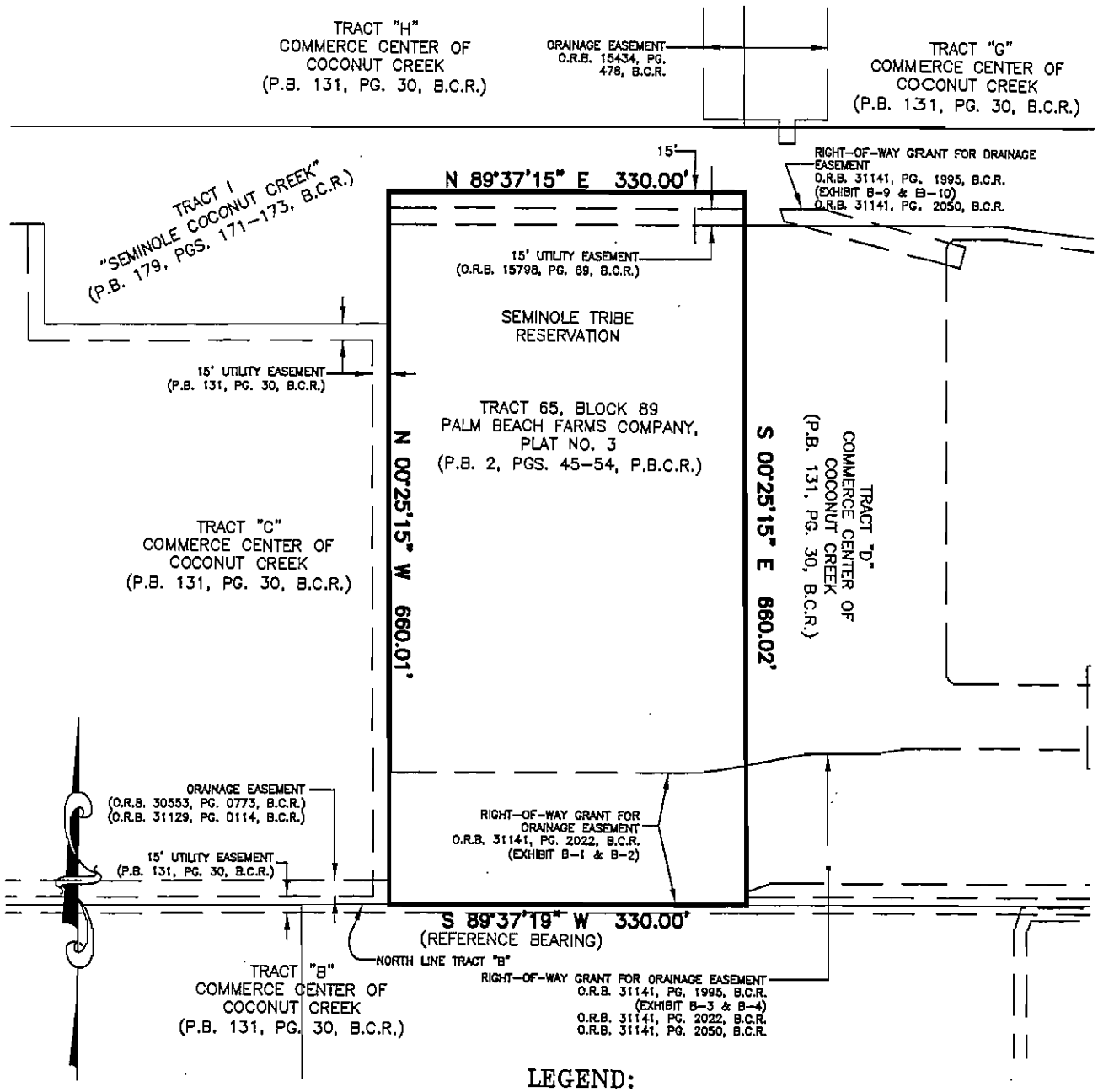
CITY OF COCONUT CREEK, BROWARD COUNTY, FLORIDA

DATE	9/02/2011
SCALE	N/A
FIELD BK.	N/A
DWG. BY	JV
CHK. BY	RKK

DATE	REVISIONS

KEITH and SCHNARS, P.A.
LB 1337
ENGINEERS–PLANNERS–SURVEYORS
6500 N. ANDREWS AVE,
Ft. LAUDERDALE, FL 33309–2132
(954) 776–1616

SHEET NO. 1 OF 2 SHEETS
PROJECT NO. 17796L



GRAPHIC SCALE

150' 0 150'

(IN FEET)

LEGEND:

B.C.R.	BROWARD COUNTY RECORDS
LB	LICENSED BUSINESS
O.R.B.	OFFICIAL RECORDS BOOK
P.B.	PLAT BOOK
P.B.C.R.	PALM BEACH COUNTY RECORDS
PG.	PAGE
PGS.	PAGES
PSM	PROFESSIONAL SURVEYOR AND MAPPER

RESERVATION LAND

Z:\Projects\17796 STOF SERVICES CONTRACT\Survey\17796-65.dwg

SKETCH OF DESCRIPTION

TRACT 65, BLOCK 89,
PALM BEACH FARMS COMPANY
PLAT NO. 3
(P.B. 2, PGS. 45-54, P.B.C.R.)

CITY OF COCONUT CREEK, BROWARD COUNTY, FLORIDA

DATE	9/02/2011
SCALE	N/A
FIELD BK.	N/A
DWG. BY	JV
CHK. BY	RKK

DATE	REVISIONS

KEITH and SCHNARS, P.A.
LB 1337
ENGINEERS-PLANNERS-SURVEYORS
6500 N. ANDREWS AVE,
Ft. LAUDERDALE, FL 33309-2132
(954) 776-1616

SHEET NO. 2 OF 2 SHEETS
PROJECT NO. 17796L

Exhibit "B"

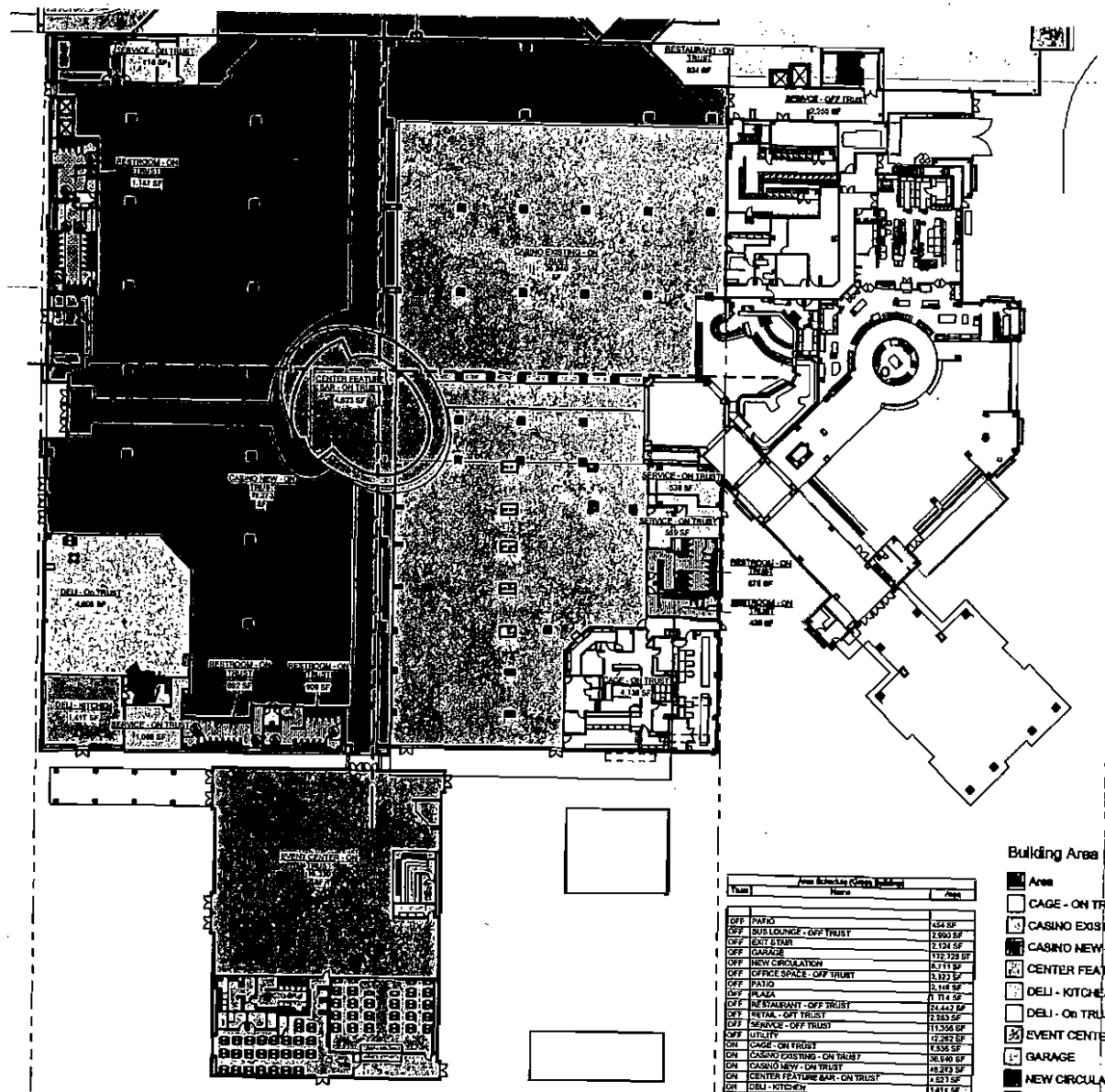
1st Floor

CASINO –	48,273 SF	x	1.200
RESTROOM -	3,388 SF	x	1.200
SERVICE -	1,987 SF	x	1.200
CENTER FEATURE BAR -	4,623 SF	x	1.236
DELI - KITCHEN	1,417 SF	x	2.495
DELI -	4,606 SF	x	2.495
RESTAURANT -	634 SF	x	2.495

2nd Floor

OFFICE SPACE -	31,365 SF	x	0.636
POKER -	9,044 SF	x	1.200

TOTAL ERU's = 117.50 ERU's
= 118 ERU's



1 GENERAL AREA USE PLAN - LEVEL 1 SOUTH

Area Schedule (Gross Building)		
Type	Name	Area
OFF	PATIO	454 SF
OFF	BUS LOUNGE - OFF TRUST	2,990 SF
OFF	EXIT STAIR	2,124 SF
OFF	GARAGE	172,729 SF
OFF	NEW CIRCULATION	8,711 SF
OFF	OFFICE SPACE - OFF TRUST	2,123 SF
OFF	PATIO	2,148 SF
OFF	PLAZA	1,114 SF
OFF	RESTAURANT - OFF TRUST	24,442 SF
OFF	RETAIL - OFF TRUST	2,263 SF
OFF	SERVICE - OFF TRUST	11,356 SF
OFF	UTILITY	12,262 SF
ON	CAGE - ON TRUST	1,536 SF
ON	CASINO EXISTING - ON TRUST	36,940 SF
ON	CASINO NEW - ON TRUST	48,273 SF
ON	CENTER FEATURE BAR - ON TRUST	4,627 SF
ON	DELI - KITCHEN	1,411 SF
ON	DELI - On TRUST	4,608 SF
ON	EVENT CENTER - ON TRUST	16,330 SF
ON	FUTURE ON TRUST CONVENTION EXPANSION	23,672 SF
ON	OFFICE SPACE - ON TRUST	31,361 SF
ON	POKER - ON TRUST	9,044 SF
ON	RESTAURANT - ON TRUST	634 SF
ON	RESTROOM - ON TRUST	1,690 SF
ON	SERVICE - ON TRUST	3,084 SF

Building Area Legend

- Area
- CAGE - ON TRUST
- CASINO EXISTING - ON TRUST
- CASINO NEW - ON TRUST
- CENTER FEATURE BAR - ON TRUST
- DELI - KITCHEN
- DELI - On TRUST
- EVENT CENTER - ON TRUST
- GARAGE
- NEW CIRCULATION
- PATIO
- RESTAURANT - OFF TRUST
- RESTAURANT - ON TRUST
- RESTROOM - ON TRUST
- SERVICE - OFF TRUST
- SERVICE - ON TRUST

STATE OF FLORIDA
ROAD HENRY FRIEDMUTTER
06/2011
AR0015043
REGISTERED ARCHITECT

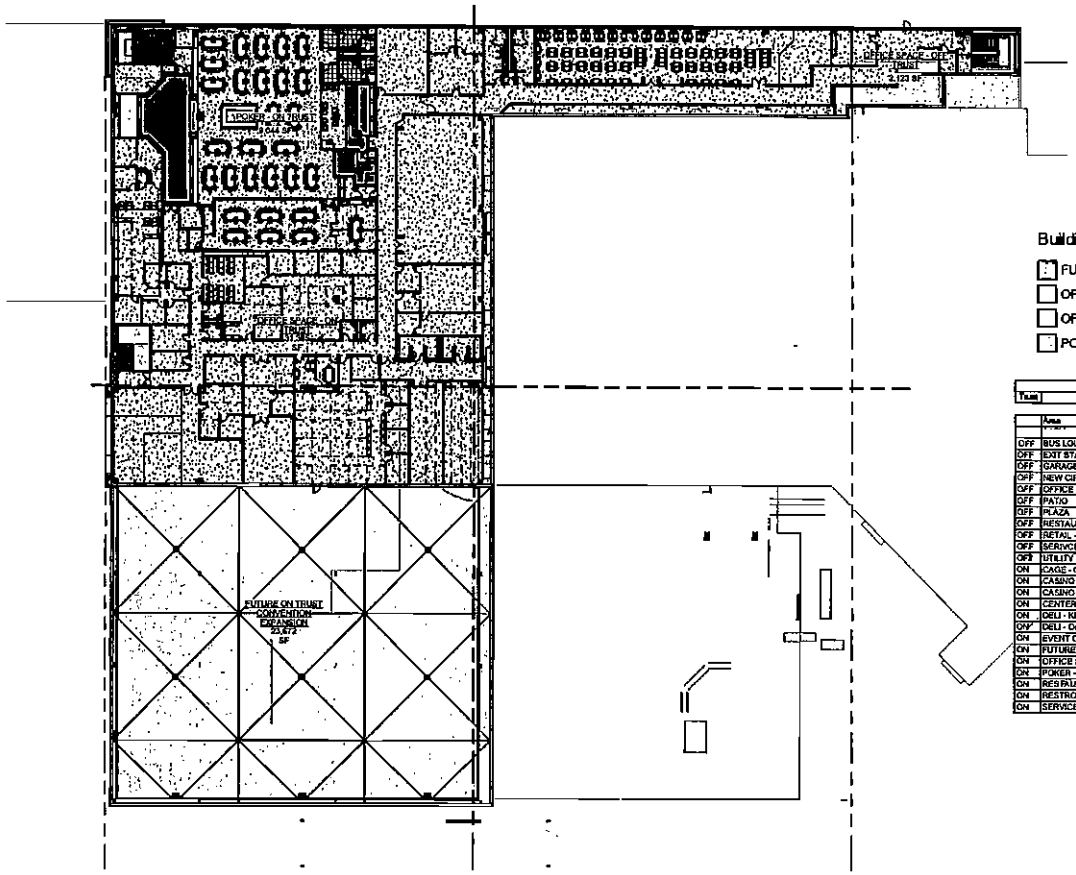
FRIEDMUTTER GROUP
ARCHITECTURE | INTERIOR DESIGN | WARDING STUDIOS

PODIUM CORE AND SHELL
COCONUT CREEK EXPANSION
SEMINOLE COCONUT CREEK CASINO
SEMINOLE TRIBE OF FLORIDA
5600 NW 40TH STREET
COCONUT CREEK, FLORIDA 33073

PRECONSTRUCTION GROUP
ROAD PRECONSTRUCTION

GENERAL AREA USE PLAN - LEVEL 1 SOUTH

A201.2



Building Area Legend

- FUTURE ON TRUST CONVENTION EXPANSION
- OFFICE SPACE - OFF TRUST
- OFFICE SPACE - ON TRUST
- POKER - ON TRUST

Area Schedule (Gross Building)		
Trust	Name	Area
	Area	6,879 SF
OFF	BUS LOUNGE - OFF TRUST	2,990 SF
OFF	EXIT STAIR	2,124 SF
OFF	GARAGE	177,725 SF
OFF	NEW CIRCULATION	6,711 SF
OFF	OFFICE SPACE - OFF TRUST	2,123 SF
OFF	PATIO	2,149 SF
OFF	PLAZA	7,374 SF
OFF	RESTAURANT - OFF TRUST	74,447 SF
OFF	RETAIL - OFF TRUST	3,263 SF
OFF	SERIVCE - OFF TRUST	11,358 SF
OFF	UTILITY	12,287 SF
ON	CAGE - ON TRUST	4,538 SF
ON	CASINO EXISTING - ON TRUST	75,940 SF
ON	CASINO NEW - ON TRUST	48,273 SF
ON	CENTER FEATURE BAR - ON TRUST	4,823 SF
ON	DELI - KITCHEN	1,417 SF
ON	DELI - On TRUST	4,606 SF
ON	EVENT CENTER - ON TRUST	16,330 SF
ON	FUTURE ON TRUST CONVENTION EXPANSION	23,672 SF
ON	OFFICE SPACE - ON TRUST	31,365 SF
ON	POKER - ON TRUST	9,044 SF
ON	RESTAURANT - ON TRUST	634 SF
ON	RESTROOM - ON TRUST	7,690 SF
ON	SERVICE - ON TRUST	3,084 SF

2E GENERAL AREA USE PLAN - LEVEL 2

STATE OF FLORIDA
BRAD HENRY FRIEDMUTTER
AR0015043
REGISTERED ARCHITECT

FRIEDMUTTER GROUP
ARCHITECTURE / INTERIOR DESIGN / ENGINEERING STUDIOS

PODIUM CORE AND SHELL
COCONUT CREEK EXPANSION
SEMINOLE COCONUT CREEK CASINO
SEMINOLE TRIBE OF FLORIDA
5500 NW 40TH STREET
COCONUT CREEK, FLORIDA 33073

GENERAL AREA USE PLAN - LEVEL 2

A202.0

Exhibit "C"

1. Substitute Broward County Health and Rehabilitative Services with Broward County Health Department throughout the Agreement.

2. Delete the second WHEREAS on page 1 of the Agreement.

3. Delete "Section 4: City Maintenance and Operation of Facilities" of the Agreement.

4. Delete the first paragraph of Section 6 and sub-section 6.b. of the Agreement.

5. Delete "Section 9: City Ownership of Facilities" of the Agreement.

6. Section 14 is deleted and replaced with the following, "Water and wastewater services shall be provided to the Property until the Seminole Tribe, by Seminole Tribal Council Resolution, gives the City one year's notice of its intent to terminate the Water and Wastewater Agreement."

7. Section 19 is deleted and replaced with the following, "this Agreement is entered into and is to be performed in the State of Florida. CITY and OWNER agree that Federal law and the law of the State of Florida shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and shall govern the interpretation of this Agreement. For purposes of this section, venue shall be in the County of Broward, Florida."

8. In the event that the Municipal Services Provider Agreement is declared null and void by the Secretary of the Interior and a state or federal court of competent jurisdiction and the payments described in Section 3.1, 3.2, or 3.3 are not made by the Seminole Tribe, the City shall have the right to terminate water and wastewater service to the Property.

9. In the event of a conflict between the Municipal Service Provider Agreement and the Water and Wastewater Service Agreement the Municipal Service Provider Agreement controls.

16

RESOLUTION NO. 2004-97

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF COCONUT CREEK, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT AMONG THE CITY OF COCONUT CREEK, SEMINOLE PROPERTIES II, INC., AND THE DEPARTMENT OF COMMUNITY AFFAIRS ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT "A," FOR AN EXTENSION OF THE COMMERCE CENTER OF COCONUT CREEK DEVELOPMENT OF REGIONAL IMPACT TO OCTOBER 1, 2006; PROVIDING AN EFFECTIVE DATE

WHEREAS, Seminole Properties is the Owner/Developer of the Commerce Center of Coconut Creek Development of Regional Impact (DRI); and

WHEREAS, the City of Coconut Creek, as the local governing body, approved the DRI and the extensions thereto, and the DRI as amended now has an expiration date of December 1, 2004; and

WHEREAS, the DRI is in the Main Street Coconut Creek Study Area (MSCCSA), and has been prevented from development activities by the moratorium in that area; and

WHEREAS, the State of Florida Department of Community Affairs (DCA) has agreed that the DRI should be extended due to the moratorium in development activities;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF COCONUT CREEK, FLORIDA:

Section 1: That the foregoing recitals are true and correct and are incorporated herein by reference as though set forth in full.

Section 2: That the City Manager is hereby authorized to execute the agreement among the City, Seminole Properties II, Inc. and the Department of Community Affairs, attached hereto and made a part hereof as Exhibit "A," which

COCONUT CREEK
CITY COMMISSION
AGENDA ITEM REPORT

14

DATE: October 14, 2004

ITEM:

A RESOLUTION OF THE CITY COMMISSION AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT AMONG THE CITY, SEMINOLE PROPERTIES II, INC., AND THE DEPARTMENT OF COMMUNITY AFFAIRS TO EXTEND THE COMMERCE CENTER OF COCONUT CREEK DEVELOPMENT OF REGIONAL IMPACT TO OCTOBER 1, 2006. (RESOLUTION NO. 2004-97)

SUMMARY:

The Commerce Center of Coconut Creek Development of Regional Impact (DRI) is currently scheduled to expire on December 1, 2004. The DRI is in the Main Street Study Area, and therefore has been prevented from development activities by the moratorium. The State of Florida Department of Community Affairs and Seminole Properties II, Inc., have agreed that the DRI should be extended due to the moratorium. The new expiration date, which roughly coincides with the length of the moratorium, is October 1, 2006. Since the City is now a part owner of the DRI through its purchase of Tract E of the Commerce Center of Coconut Creek Plat, approval is recommended.

DEPARTMENT: Development Services

agreement extends the expiration date of the Commerce Center of Coconut Creek DRI to October 1, 2006.

Section 3: That this Resolution shall take effect immediately upon its passage and adoption.

Adopted this 14th day of October 2004, on a motion by Commissioner Waldman, and seconded by Commissioner Goldsmith.

Ayes	5
Nays	0
Absent or Abstaining	0

Lou Sarbone, Mayor

Attest:

Barbara S. Price, CMC
City Clerk

Sarbone	Aye
Gerber	Aye
Tooley	Aye
Goldsmith	Aye
Waldman	Aye

E:\Legal Counsel\NCousins\Documents\Development Services\Downtown Coconut Creek\Moran Purchase\Resolution DRI Extension
NAC/dk
10-06-04

CITY OF COCONUT CREEK

CITY ATTORNEY'S OFFICE
4800 WEST COPANS ROAD
COCONUT CREEK, FLORIDA 33063

PAUL S. STUART
CITY ATTORNEY

NANCY A. COUSINS
ASSISTANT CITY ATTORNEY

PATRICIA A. RATHBURN
ASSISTANT CITY ATTORNEY

February 9, 2000

Michelle Williams
Lewis, Longman & Walker
1700 Palm Beach Lakes Blvd., Suite 1000
West Palm Beach, FL 33401

Re: Commerce Center of Coconut Creek DRI Development Order Extension

Dear Michelle:

You attended the meeting of the Board of Adjustment that was held on February 8, 2000, which resulted in unanimous rulings upholding the position of the City's staff with regard to the site plan approval for the Phase I of the Seminole Gaming Facility.

As a result of the above, and pursuant to Section 380.06(19)(c), Florida Statutes, the time period for the Commerce Center's DRI expiration date was tolled during the pendancy of the Administrative Appeal filed by Attorney Alan Koslow on behalf of his clients. The Administrative Appeal was filed on September 9, 1999.

This results in an extension period of eighty-three (83) days that concludes at 5:00 p.m. on May 1, 2000 for the DRI. During this extension period, the City is in a position to issue development orders and permits.

If you have any questions, please give me a call.

Sincerely,

PAUL S. STUART
City Attorney

PSS/dk

cc: City Commission
John P. Kelly, City Manager
David Rivera, Assistant City Manager
Sheila Rose, Director of Development Services
Harold Zombek, Planning and Zoning Manager
Joanne Micciche, Building and Licensing Manager
Brij Garg, Director of Utilities and Engineering
Barbara Price, City Clerk
Paul Filzer, Esquire

ORDINANCE NO. 167-97

AN ORDINANCE OF THE CITY OF COCONUT CREEK, FLORIDA, HEREBY APPROVING THE REQUEST OF SEMINOLE PROPERTIES II, INC., FOR A MODIFICATION TO A PREVIOUSLY APPROVED DEVELOPMENT OF REGIONAL IMPACT, ATTACHED HERETO AS EXHIBIT "A"; PROVIDING FOR A MODIFICATION OF THE ORIGINAL DEVELOPMENT OF REGIONAL IMPACT APPROVAL; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Coconut Creek, Florida ("City"), approved the Commerce Center of Coconut Creek Development Order by Ordinance No. 116-87 dated February 12, 1987 ("Development Order") and approved amended Development Orders by Ordinance No. 109-91 dated March 19, 1991, Ordinance No. 101-92 dated February 27, 1992, and Ordinance No. 154-94 dated January 12, 1995; and

WHEREAS, WPK Associates was previously the "Declarant" of the DRI and has transferred said "Declarant" responsibilities to Seminole Properties II, Inc.; and

WHEREAS, Seminole Properties II, Inc. ("Owner") has filed a Notification of a Proposed Change to a Previously Approved Development of Regional Impact ("DRI"), pursuant to the provisions of Section 380.06(19), Florida Statutes; and

WHEREAS, the City has reviewed the Owner's application pursuant to the criteria enumerated in Section 380.06(19) for a modification of the Development Order and determined that it does not constitute a substantial deviation; and

WHEREAS, the City has held a public hearing of the Planning and Zoning Board on October 8th, 1997 necessary to consider Owner's application pursuant to the provisions of law; and recommend approval of the modification of the Development Order; and

WHEREAS, all staff reports, minutes of meetings, findings of fact and support documents are hereby incorporated as referenced; and

WHEREAS, the proposed change to the Previously Approved Development of Regional Impact would promote the public health, safety and welfare of the residents of the City of Coconut Creek.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF COCONUT CREEK, FLORIDA:

Section 1: That the foregoing recitals, findings of fact, and staff reports and comments are true and correct, and are hereby incorporated by reference.

Section 2: That the City Commission hereby accepts the recommendation of the Planning and Zoning Board of October 8th, 1997, which recommended approval of the Modification of the Development Order for the Commerce Center of Coconut Creek, pursuant to the attachments attached hereto and made a part hereof, and hereby recommends approval of the modification of the Development Order.

Section 3: That the City Commission finds that the hearing on the Owner's application for modification of the Development Order, as required by Section 380.06(19), has been held and all other legal requirements of Section 380.06(19) have been met.

Section 4: That the Development Order for the Commerce Center of Coconut Creek Development of Regional Impact is presently in full force and effect. Subject to the changes herein provided, the Development Order shall continue in full force and effect through the build-out date.

Section 5: That the Development Order for the Commerce Center of Coconut Creek Development of Regional Impact, attached hereto as Exhibit "A", is hereby amended to state:

1. Revise Condition 6.P. to state as follows:

   P. The City agrees that the Commerce Center of Coconut Creek Development of Regional Impact shall not be subject to down-zoning, unit density reduction, or intensity reduction until ~~December 1, 1997~~ December 1, 1999, unless conditions underlying the approval of this Development Order have occurred, or that this Development Order was based on substantially inaccurate information provided by the developer or that the change is clearly essential to the public health, safety, or welfare.

2. Revise Condition 6.Q. to state as follows:

   Q. Commencement of Development. The deadline for commencing physical development at the site shall be one (1) year from the effective date of this Development Order. For purposes of this paragraph, "physical development" shall mean Site preparation development of a portion of the Site. The termination date for completing development shall be ~~December 1, 1997~~ December 1, 1999; provided that the Developer or his successors and assigns, complies with Section 6.U. hereof. The termination date may only be modified in accordance with Section 380.06(19)(c), F. S.

Section 6: That the City Commission has reviewed the proposed changes to the Commerce Center of Coconut Creek Development Order pursuant to the provisions of Section 380.06(19) and accordingly finds by clear and convincing evidence that the proposed change to the Commerce Center of Coconut Creek Development Order is not a substantial deviation and is not required to undergo additional DRI review.

Section 7: That the City Commission hereby agrees that all other terms and conditions of the Development Order for the Commerce Center of Coconut Creek Development of Regional Impact shall remain in full force and effect as contained in the original Development Order.

Section 8: That in the event any provision or application of this Ordinance shall be held to be invalid, it is the legislative intent that the other provisions and applications hereof shall not be thereby affeeted.

Section 9: That all ordinances or parts of ordinances in conflict herewith are to the extent of said conflict, hereby repealed.

Section 10: That this Ordinance shall take effect immediately upon its passage and adoption.

PASSED FIRST READING THIS 23rd **DAY OF** October**, 1997.**

PASSED SECOND READING THIS 13th **DAY OF** November**, 1997.**

Ron Greenstein, Mayor

Attest:

Barbara S. Price, CMC/AAE
City Clerk

	1st	2nd
Greenstein	Aye	Aye
Gerber	Aye	Aye
Goldsmith	Aye	Aye
Zehender	Aye	Aye
Mautner	Aye	Aye

jl
Ord.263

SECTION 380.032(3), FLORIDA STATUTES, AGREEMENT BETWEEN SEMINOLE PROPERTIES II, INC., OWNER/DEVELOPER OF THE COMMERCE CENTER OF COCONUT CREEK DRI, THE CITY OF COCONUT CREEK AND THE DEPARTMENT OF COMMUNITY AFFAIRS

THIS AGREEMENT is entered into between Seminole Properties II, Inc., ("Owner/Developer") of the Commerce Center of Coconut Creek Development of Regional Impact ("DRI"), the City of Coconut Creek ("CITY") and the Department of Community Affairs ("DCA"), an agency of the State of Florida.

WHEREAS, DCA is the state land planning agency having the power and duty to exercise general supervision of the administration and enforcement of Chapter 380, Florida Statutes, the Environmental Land and Water Management Act, which includes provisions relating to DRIs;

WHEREAS, DCA is authorized by Section 380.032(3), Florida Statutes, to enter into an agreement with any landowner, developer or other governmental agency as may be necessary to effectuate the provisions and purposes of Chapter 380, Florida Statutes, or any related rule;

WHEREAS, the provisions and purposes of Chapter 380, Florida Statutes, include: to facilitate the orderly and well-planned development of land; to adequately plan for and guide growth and development; and to establish and implement policies through existing processes to guide and coordinate local decisions relating to such growth and development;

WHEREAS, Seminole Properties II, Inc., is the Owner/Developer of the DRI;

WHEREAS, the DRI consists of approximately 101 acres of land zoned for commercial, retail, and industrial use and development in Section 18, Township 48 South, Range 42 East, Broward County, Florida (see Exhibit A);

WHEREAS, the City of Coconut Creek (City) approved the DRI Development Order by Ordinance No. 116-87 dated February 12, 1987, and approved amendments to the Development Order by Ordinance No. 109-91 dated March 19, 1991, Ordinance No. 101-92 dated February 27, 1992, Ordinance No. 154-94 dated January 12, 1995, Ordinance No. 167-97 dated November 13, 1997, and Ordinance No. 2001-009, dated April 26, 2001. The DRI as amended will expire on December 1, 2004.

WHEREAS, the City has identified the area bounded on the north by Wiles Road, on the south by Sample Road, on the east by Lyons Road, and on the west by State Road 7 as the Main Street Coconut Creek Study Area (MSCCSA), which includes the DRI;

WHEREAS, the City adopted Ordinance No. 2002-036 and Ordinance No. 2003-039 establishing moratoria on the issuance of building permits and development orders within the boundaries of the MSCCSA to provide time for the City to create design standards and guidelines for future development within the MSCCSA, and to prevent the authorization of inconsistent development projects within that area;

WHEREAS, Owner/Developer has voluntarily refrained from seeking any development approvals within the MSCCSA to accommodate the City's planning efforts to guide and coordinate growth within this area; and

WHEREAS, Owner/Developer and DCA wish to allow for the tolling of the Development Order for the DRI for a period equal to the period that the City's moratoria are in effect.

Section 1. The DCA, Owner/Developer and City agree that the expiration date of the Development Order for the DRI shall be tolled by the cumulative time period in which the City's planning moratoria remain in effect.

Section 2. The City's planning moratoria are due to expire on October 11, 2004, and will have been in effect for 22 months by that time.

Section 3. The DCA, Owner/Developer and City agree that the DRI Development Order shall be extended by 22 months and shall expire on October 1, 2006.

Section 4. The DCA, Owner/Developer and City agree that this Agreement contains the entire and exclusive understanding and agreement among the parties and may not be modified in any manner except by an instrument in writing and signed by the parties.

Section 5. This Agreement may be executed in any number of originals, all of which evidence one agreement, and only one of which need be produced for any purpose.

Section 6. In the event of a breach of this Agreement or failure to comply with any condition of it or if it has been based upon materially inaccurate information, the DCA or Owner/Developer may enforce this Agreement as provided in Sections 380.06 and 380.11, Florida Statutes.

Section 7. This Agreement may be enforced by any party to the Agreement as provided in Chapter 380, Florida Statutes, or as otherwise allowed by law.

Section 8. This Agreement affects the rights and obligations of the parties under Chapter 380, Florida Statutes. It is not intended to influence or determine the authority or decisions of any other state or local government or agency in issuance of any other permits or approvals that might be required by state law or local ordinance for any development authorized by this Agreement.

Section 9. Each party hereto releases the other from any and all claims. Each party shall bear its own costs and attorney fees incurred in connection with this Agreement.

Section 10. The date of execution of this Agreement shall be the date that the last party signs and acknowledges this Agreement.

IN WITNESS THEREOF, the parties by and through their respective undersigned duly authorized representatives have executed this Agreement on the dates and year below written.

SEMINOLE PROPERTIES II, INC.,

Owner/Developer, Commerce Center of Coconut Creek DRI

BY:_____
Name:
Title:

STATE OF FLORIDA
COUNTY OF Broward

The foregoing instrument was acknowledged before me this 4th day of October, 2004, by Jim Shore, the President of Seminole Properties II, Inc., a Florida corporation, on behalf of the corporation. He/~~she~~ is personally known to me ~~or has produced~~ _____ ~~as identification~~ and ~~did~~ (did not) take an oath.

Carol Ann Collier
Notary Public

My Commission Expires: 3/15/2005

CITY OF COCONUT CREEK

By: David J. Rivera

Title: Deputy City Manager

Attest:

Barbara S. Price
City Clerk

Approved as to form and legal sufficiency:

By: City Attorney

Asst. NANCY A. COUSINS

STATE OF FLORIDA
COUNTY OF Broward

The foregoing instrument was acknowledged before me this 18th day of October, 2004, by David Rivera of the City of Coconut Creek, an agency of the State of Florida, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

Jacquelyn L Cook
Notary Public

My Commission Expires 7/11/2005

OFFICIAL NOTARY SEAL
JACQUELYN L COOK
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. DD041704
MY COMMISSION EXP. JULY 11,2005

I:\Client Documents\SEMINOLE\776-003\Misc\DRI-DCA Agreement to Extend Development Order Expiration Date.doc

LEWIS, LONGMAN & WALKER, P.A.
ATTORNEYS AT LAW

HELPING SHAPE FLORIDA'S FUTURE®

www.llw-law.com

Reply To: West Palm Beach

November 17, 2004

Paul S. Stuart, Esquire
Stuart & Walker, P.A.
600 N. E. 3rd Avenue
P.O. Box 14004
Ft. Lauderdale, FL 33302

RE: Coconut Creek DRI

Dear Mr. Stuart:

Enclosed please find a fully executed original of the Section 380.032(3), Florida Statutes, Agreement Between Seminole Properties II, Inc., Owner/Developer of the Commerce Center of Coconut Creek DRI, the City of Coconut Creek and the Department of Community Affairs for your files. Please review the enclosed and should you have any questions please do not hesitate to contact me directly. Thank you.

Sincerely yours,

Michelle Diffenderfer

MWD/kss
Enclosure

cc: Jim Shore, Esquire

I:\Client Documents\SEMINOLE\776-008\Corr\Stuart letter I enclosing Developers Agreement.doc

Bradenton
1001 3rd Avenue West
Suite 670
Bradenton, FL 34205
(941) 708-4040
Fax: (941) 708-4024

Jacksonville
9428 Baymeadows Road
Suite 625
Jacksonville, FL 32256
(904) 737-2020
Fax: (904) 737-3221

Tallahassee
Post Office Box 10788 (32302)
125 South Gadsden Street
Suite 300
Tallahassee, FL 32301
(850) 222-5702
Fax: (850) 224-9242

West Palm Beach
1700 Palm Beach Lakes Blvd.
Suite 1010
West Palm Beach, FL 33401
(561) 640-0820
Fax: (561) 640-8202

Barbara Price
CITY OF COCONUT CREEK

CITY ATTORNEY'S OFFICE
4800 WEST COPANS ROAD
COCONUT CREEK, FLORIDA 33063

PAUL S. STUART
CITY ATTORNEY

NANCY A. COUSINS
ASSISTANT CITY ATTORNEY
Board Certified in City, County, & Local Government Law

PATRICIA A. RATHBURN
ASSISTANT CITY ATTORNEY

October 18, 2004

Via Federal Express

Robert P. Diffenderfer, Esq.
LEWIS, LONGMAN & WALKER
1700 Palm Beach Lakes Blvd., # 1000
West Palm Beach, Florida 33401

RE: Tract E Commerce Center of Coconnt Creek – DRI Extension Agreement

Dear Mr. Diffenderfer:

I am pleased to advise you that the City Commission approved the DRI Extension Agreement on October 14, 2004. Enclosed please find three (3) signed originals, as you requested, along with a certified copy of Resolution No. 2004-97, which approved the Agreement. Please return one (1) signed original to the City after execution by all parties.

Please do not hesitate to call me if you have any questions.

Sincerely,

NANCY A. COUSINS
Assistant City Attorney

Enclosures

CC: Paul S. Stuart, City Attorney
Patricia Rathburn, Assistant City Attorney
John P. Kelly, City Manager
Sheila N. Rose, Director, Development Services

COCONUT CREEK CITY COMMISSION AGENDA ITEM REPORT

34

DATE: November 13, 1997

ITEM:

AN ORDINANCE APPROVING THE REQUEST OF SEMINOLE PROPERTIES II, INC., FOR A MODIFICATION TO A PREVIOUSLY-APPROVED DEVELOPMENT OF REGIONAL IMPACT, PROVIDING FOR A MODIFICATION OF THE ORIGINAL DEVELOPMENT OF REGIONAL IMPACT APPROVAL. (ORDINANCE NO. 167-97 - SECOND READING) (PUBLIC HEARING)

SUMMARY:

Ordinance No. 167-97 was approved on first reading on October 23, 1997.

Goldsmith / Maertier -
5-0

DEPARTMENT: Development Services

COCONUT CREEK CITY COMMISSION
AGENDA ITEM REPORT

B

DATE: October 23, 1997

ITEM:

AN ORDINANCE APPROVING THE REQUEST OF SEMINOLE PROPERTIES, II, INC., FOR A MODIFICATION TO A PREVIOUSLY APPROVED DEVELOPMENT OF REGIONAL IMPACT, PROVIDING FOR A MODIFICATION OF THE ORIGINAL DEVELOPMENT OF REGIONAL IMPACT APPROVAL. (ORDINANCE NO. 167-97 - FIRST READING)

Goldsmith / Gerber 5-0

SUMMARY:

Adoption of this Ordinance will approve the request of Seminole Properties II, INC. to modify the current DRI for the Commerce Center of Coconut Creek, revising Condition 6.P. and Condition 6.Q.

Attached is a memorandum from the Planning and Zoning Manager giving the history of the DRI for the Commerce Center of Coconut Creek, along with a letter from the State of Florida Department of Community Affairs consenting to said proposed change.

The Planning and Zoning Board recommended approval of this request at its October 8th, 1997.

DEPARTMENT: Development Services

Oair263

2nd reading 11/13

PLANNING AND ZONING BOARD

BACKUP INFORMATION

City of Coconut Creek
InterOffice Memorandum

To: Planning & Zoning Board

From: Craig N. Benedict, Director
Development Services

Date: October 8, 1997

Subject: **Commerce Center of Coconut Creek, DRI, Notice of Proposed Change (NOPC)**
Agenda Item No. 6

On July 11, 1997, Robert Diffenderfer, Esq. Of Lewis, Longman & Walker, Attorneys at Law (authorized agent) for the applicant, Seminole Properties II, Inc., 6300 Stirling Road, Hollywood, Florida 33024, filed with the City of Coconut Creek, the South Florida Regional Planning Council and the Florida Department of Community Affairs, a Notice of Proposed Change (NOPC) to the Commerce Center of Coconut Creek DRI pursuant to Subsection 380.06(19) Florida Statutes.

The developer proposes the following amendments to the approved Development Order:

1. Revise Condition 6.P. to state as follows:

   P. The City agrees that the Commerce Center of Coconut Creek Development of Regional Impact shall not be subject to down-zoning, unit density reduction, or intensity reduction until ~~December 1, 1997~~ December 1, 1999, unless conditions underlying the approval of this Development Order have occurred, or that this Development Order was based on substantially inaccurate information provided by the developer or that the change is clearly essential to the public health, safety, or welfare.

2. Revise Condition 6.Q. to state as follows:

   Q. Commencement of Development. The deadline for commencing physical development at the site shall be one (1) year from the effective date of this Development Order. For purposes of this paragraph, "physical development" shall mean Site preparation development of a portion of the Site. The termination date for completing development shall be ~~December 1, 1997~~ December 1, 1999; provided that the Developer or his successors and assigns, complies with Section 6.U. hereof. The termination date may only be modified in accordance with Section 380.06(19)(c), F.S.

The Development Order for the Commerce Center of Coconut Creek DRI was adopted by the City Commission by Ordinance No. 116-87 on February 12, 1987 and approved 487,270 square feet of retail/commercial uses, 323,389 square feet of office uses and 199,538 square feet of industrial uses.

Three amendments to the Development Order have previously been approved as follows:

On March 19, 1991, the Coconut Creek City Commission approved a modification by Ordinance No. 109-91. The modification approved a usage and square footage formula for Parcels D, F, G and H; a revised Exhibit reflecting road construction; a revised Condition 6.L. governing Traffic Improvements; the deletion of an unnecessary improvement; the revision of

Condition 6.F. to require a Monitoring and Maintenance Program for the existing cypress wetland area on Tract A; the addition of language recognizing a potential revision to the Master Plan to incorporate a closing of the 40th Street/U.S. 441 access to the project; the addition of language recognizing the ability to modify the location of canals and lakes, so long as total acreage is not reduced, without a Development Order amendment.

On February 27, 1992, the Coconut Creek City Commission approved a modification by Ordinance 101-92. The modification extended the Development Order by just less than five years to provide for a termination date of December 1, 1997.

On January 12, 1995, the Coconut Creek City Commission approved a modification by Ordinance No. 154-94. The modification amended Condition 6.F. of the Development Order by substituting a Mitigation Enhancement Plan at Tradewinds Park for the originally proposed Monitoring and Maintenance Program for a cypress wetland area on the Al Hendrickson Toyota Tract A.

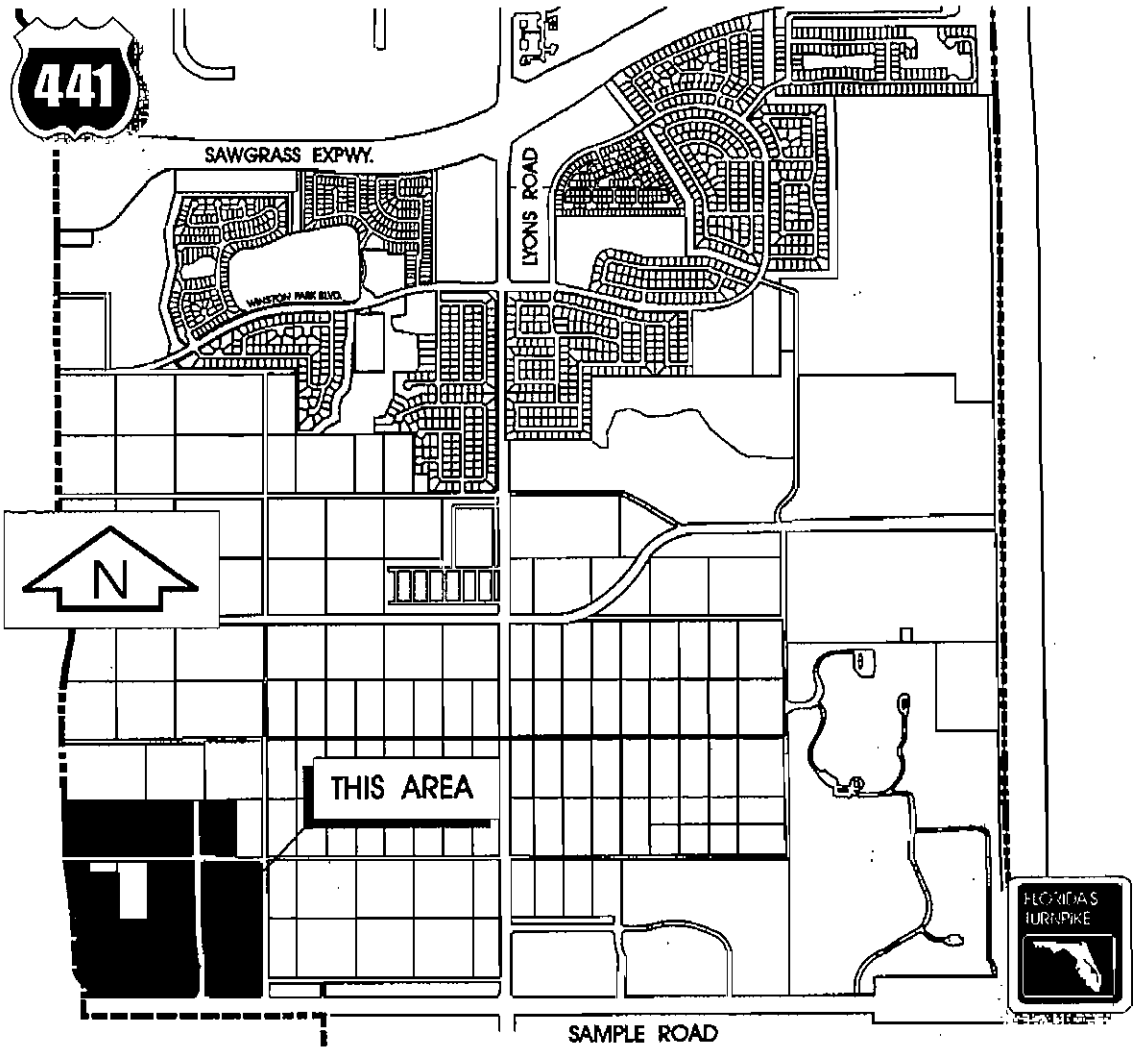
On August 13, 1997, City staff met with the applicant, Florida Department of Transportation (FDOT) and the South Florida Regional Planning Council (SFRPC) staff to discuss the application and any other outstanding issues. City staff was concerned with the number of trips that had been reserved for this DRI, the compact deferral area that exists in this area of the City, and its negative impact on future growth and development within the City. It was determined that this matter is not under the purview of DCA or the SFRPC, but rests with the Development Management Division of Broward County.

Per the attached letter from Florida Department of Community Affairs, they have no objection to the proposed time extension. The SFRPC has provided no written comments, but has indicated verbally that they also have no objection.

Staff has reviewed Subsection 380.06(19), F.S. and has determined this NOPC does not create additional regional impact, and does not constitute a substantial deviation which would cause the development to be subject to further development of regional impact review. Therefore, staff recommends approval of the extension.

HCZ/CB/jl
M-3151a

COMMERCE CENTER OF COCONUT CREEK
DRI



PLANNING & ZONING

OCTOBER 8, 1997

DRI MODIFICATION

CITY OF COCONUT CREEK

DEPARTMENT OF DEVELOPMENT SERVICES
4800 WEST COPANS ROAD
COCONUT CREEK, FL 33063
TELEPHONE (954) 973-6756

CITY OF COCONUT CREEK

CITY CLERK'S OFFICE
4800 WEST COPANS ROAD
COCONUT CREEK, FLORIDA 33063
TELEPHONE (954) 973-6774
FAX (954) 973-6794

September 10, 1997

Legal Advertising
Sun-Sentinel
333 S. W. 12th Avenue
Deerfield Beach, Florida 33441

Re: **Request for Legal Advertisement**
Commerce Center of Coconut Creek DRI Modification
November 13, 1997, City Commission Meeting

Gentlemen:

Please publish the following legal advertisement on Saturday, September 13, 1997, in the Sun-Sentinel:

NOTICE OF PUBLIC HEARING

CITY OF COCONUT CREEK, FLORIDA, DEVELOPMENT OF REGIONAL IMPACT (DRI), PROPOSED CHANGE TO A PREVIOUSLY-APPROVED DRI, COMMERCE CENTER OF COCONUT CREEK, LOCATED ON THE NORTHEAST CORNER OF STATE ROAD 7 (U.S. 441) AND SAMPLE ROAD.

A Public Hearing on a proposed change to the previously-approved Commerce Center of Coconut Creek Development of Regional Impact (DRI) will be held by the Coconut Creek City Commission on Thursday, November 13, 1997, at 7:00 p.m. at the Coconut Creek Government Center, 4800 West Copans Road, Coconut Creek, Florida 33063, in accordance with Chapter 380, Florida Statutes. A Public Hearing will be held by the Planning and Zoning Board on Wednesday, October 8, 1997, at 7:00 p.m. regarding the subject Development of Regional Impact. Public testimony will be taken at these hearings in making a determination as to whether the proposed change constitutes a substantial deviation to the previously-approved DRI. Information and reports may be reviewed at the Development Services Department of the City of Coconut Creek, 4800 West Copans Road, Coconut Creek, Florida 33063. Any questions may be directed to Craig N. Benedict, AICP, Development Services Director, at (954) 973-6756.

NOTE: If a person, firm or corporation decides to appear any decision made by the City Commission with respect to any matter considered at such meetings or hearings, they will need to ensure that a verbatim record of the proceeding is made, which record includes the testimony and evidence, if any, upon which the appear is to be based. F.S. 286.0105.

The City of Coconut Creek will furnish appropriate auxiliary aids and services where necessary to afford an individual with a disability an equal opportunity to participate in meetings of the City Commission. In determining what type of auxiliary aid and service is necessary, the City of Coconut Creek will give primary consideration to the requests of the individual with disabilities. (Auxiliary Aids and Services, 56 Fed. Reg. 35721, Sec. 35.160(b)).

Barbara S. Price, City Clerk

Sincerely,

Barbara S. Price, CMC/AAE
City Clerk

sm

cc: Paul Stuart
Craig Benedict
Mary Blasi
Sheila McGann

STATE OF FLORIDA
DEPARTMENT OF COMMUNITY AFFAIRS

LAWTON CHILES
Governor

JAMES F. MURLEY
Secretary

"Helping Floridians create safe, vibrant, sustainable communities"

August 20, 1997

The Honorable Ron Greenstein
Mayor, City of Coconut Creek
4800 West Copans Road
Coconut Creek, Florida 33063

Re: Commerce Center of Coconut Creek DRI; DCA File No. ADA-1186-076
Notification of Proposed Change

Dear Mayor Greenstein:

The Department received a Notification of Proposed Change (NOPC) to the Commerce Center of Coconut Creek Development of Regional Impact (DRI) on August 4, 1997. The proposed change to the development order (DO) includes extending the buildout date of the project by two years from December 1, 1997 to December 1, 1999. The DO was previously modified to extend the buildout date of the project from December 31, 1992 to December 1, 1997. Cumulatively, the buildout date will be extended by six years and eleven months.

Pursuant to Subparagraph 380.06(19)(c), Florida Statutes, an extension of the date of buildout by 5 years or more but less than 7 years is presumed not to create a substantial deviation. Since the buildout extension is not likely to create additional regional impacts, the Department has no objections to the proposed change.

If you have any questions, please contact Michelle Gallagher in the Bureau of Local Planning at (904) 487-4545.

Sincerely,

Mike McDaniel

Michael D. McDaniel
Growth Management Administrator

MDM/mg

cc: Harold Zombek, City of Coconut Creek
Robert P. Diffenderfer, Esquire
Gerson Garcia, South Florida Regional Planning Council
Elliot Auerhahn, Broward County

FLORIDA KEYS
Area of Critical State Concern
Field Office
2796 Overseas Highway, Suite 212
Marathon, Florida 33050-2227

GREEN SWAMP
Area of Critical State Concern
Field Office
155 East Summerlin
Bartow, Florida 33830-4641

SOUTH FLORIDA
RECOVERY OFFICE
P.O. Box 4022
8600 N.W. 36th Street
Miami, Florida 33159-4022

2555 SHUMARD OAK BOULEVARD • TALLAHASSEE, FLORIDA 32399-2100
Phone: 904.488.8466/Suncom 278.8466 FAX: 904.921.0781/Suncom 291.0781
Internet address: http://www.state.fl.us/comaff/dca.html

City of Coconut Creek
InterOffice Memorandum

To: Craig Benedict, Director
Development Services

Date: August 28, 1997

From: Harold Zombek
Planning & Zoning Manager

Subject: **Commerce Center of Coconut Creek, DRI, Notice Of Proposed Change (NOPC)**

On July 11, 1997, Robert Diffenderfer, Esq. Of Lewis, Longman & Walker, Attorneys at Law (authorized agent) for the applicant, Seminole Properties II, Inc., 6300 Stirling Road, Hollywood, Florida 33024, filed with the City of Coconut Creek, the South Florida Regional Planning Council and the Florida Department of Community Affairs, a Notice of Proposed Change (NOPC) to the Commerce Center of Coconut Creek DRI pursuant to Subsection 380.06(19) Florida Statutes.

The developer proposes the following amendments to the approved Development Order:

1. Revise Condition 6.P. to state as follows:

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language recognizing a potential revision to the Master Plan to incorporate a closing of the 40th Street/U.S. 441 access to the project; the addition of language recognizing the ability to modify the location of canals and lakes, so long as total acreage is not reduced, without a Development Order amendment.

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On August 13, 1997, City staff met with the applicant, Florida Department of Transportation (FDOT) and the South Florida Regional Planning Council (SFRPC) staff to discuss the application and any other outstanding issues. City staff was concerned with the number of trips that had been reserved for this DRI, the compact deferral area that exists in this area of the City, and its negative impact on future growth and development within the City. It was determined that this matter is not under the purview of DCA or the SFRPC, but rests with the Development Management Division of Broward County.

Per the attached letter from Florida Department of Community Affairs, they have no objection to the proposed time extension. The SFRPC has provided no written comments, but has indicated verbally that they also have no objection.

STATE OF FLORIDA
DEPARTMENT OF COMMUNITY AFFAIRS

LAWTON CHILES
Governor

JAMES F. MURLEY
Secretary

"Helping Floridians create safe, vibrant, sustainable communities"

August 20, 1997

The Honorable Ron Greenstein
Mayor, City of Coconut Creek
4800 West Copans Road
Coconut Creek, Florida 33063

Re: Commerce Center of Coconut Creek DRI; DCA File No. ADA-1186-076
Notification of Proposed Change

Dear Mayor Greenstein:

The Department received a Notification of Proposed Change (NOPC) to the Commerce Center of Coconut Creek Development of Regional Impact (DRI) on August 4, 1997. The proposed change to the development order (DO) includes extending the buildout date of the project by two years from December 1, 1997 to December 1, 1999. The DO was previously modified to extend the buildout date of the project from December 31, 1992 to December 1, 1997. Cumulatively, the buildout date will be extended by six years and eleven months.

Pursuant to Subparagraph 380.06(19)(c), Florida Statutes, an extension of the date of buildout by 5 years or more but less than 7 years is presumed not to create a substantial deviation. Since the buildout extension is not likely to create additional regional impacts, the Department has no objections to the proposed change.

If you have any questions, please contact Michelle Gallagher in the Bureau of Local Planning at (904) 487-4545.

Sincerely,

Michael D. McDaniel
Growth Management Administrator

MDM/mg

cc: Harold Zombek, City of Coconut Creek
Robert P. Diffenderfer, Esquire
Gerson Garcia, South Florida Regional Planning Council
Elliot Auerhahn, Broward County

FLORIDA KEYS
Area of Critical State Concern
Field Office
796 Overseas Highway, Suite 212
Marathon, Florida 33050-2227

CREEK SWAMP
Area of Critical State Concern
Field Office
155 East Summerlin
Bartow, Florida 33830-4641

SOUTH FLORIDA
RECOVERY OFFICE
P.O. Box 4022
8600 N.W. 16th Street

2555 SHUMARD OAK BOULEVARD • TALLAHASSEE, FLORIDA 32399-2100
Phone: 904.488.8466/Suncom 278.8466 FAX: 904.921.0781/Suncom 291.0781

City of Coconut Creek
InterOffice Memorandum

To: Craig Benedict, Director
Development Services

Date: August 28, 1997

From: Harold Zombek
Planning & Zoning Manager

Subject: **Commerce Center of Coconut Creek, DRI, Notice Of Proposed Change (NOPC)**

On July 11, 1997, Robert Diffenderfer, Esq. Of Lewis, Longman & Walker, Attorneys at Law (authorized agent) for the applicant, Seminole Properties II, Inc., 6300 Stirling Road, Hollywood, Florida 33024, filed with the City of Coconut Creek, the South Florida Regional Planning Council and the Florida Department of Community Affairs, a Notice of Proposed Change (NOPC) to the Commerce Center of Coconut Creek DRI pursuant to Subsection 380.06(19) Florida Statutes.

The developer proposes the following amendments to the approved Development Order:

1. Revise Condition 6.P. to state as follows:

   P. The City agrees that the Commerce Center of Coconut Creek Development of Regional Impact shall not be subject to down-zoning, unit density reduction, or intensity reduction until ~~December 1, 1997~~ December 1, 1999, unless conditions underlying the approval of this Development Order have occurred, or that this Development Order was based on substantially inaccurate information provided by the developer or that the change is clearly essential to the public health, safety, or welfare.

2. Revise Condition 6.Q. to state as follows:

   Q. Commencement of Development. The deadline for commencing physical development at the site shall be one (1) year from the effective date of this Development Order. For purposes of this paragraph, "physical development" shall mean Site preparation development of a portion of the Site. The termination date for completing development shall be ~~December 1, 1997~~ December 1, 1999; provided that the Developer or his successors and assigns, complies with Section 6.U. hereof. The termination date may only be modified in accordance with Section 380.06(19)(c), F. S.

The Development Order for the Commerce Center of Coconut Creek DRI was adopted by the City Commission by Ordinance No. 116-87 on February 12, 1987 and approved 487,270 square feet of retail/commercial uses, 323,389 square feet of office uses and 199,538 square feet of industrial uses.

Three amendments to the Development Order have previously been approved as follows:

> On March 19, 1991, the Coconut Creek City Commission approved a modification by Ordinance No. 109-91. The modification approved a usage and square footage formula for Parcels D, F, G and H; a revised Exhibit reflecting road construction; a revised Condition 6.L. governing Traffic Improvements; the deletion of an unnecessary improvement; the revision of Condition 6.F. to require a Monitoring and Maintenance Program for the existing cypress wetland area on Tract A; the addition of language recognizing a potential revision to the Master Plan to incorporate a closing of the 40th Street/U.S. 441 access to the project; the addition of language recognizing the ability to modify the location of canals and lakes, so long as total acreage is not reduced, without a Development Order amendment.
>
> On February 27, 1992, the Coconut Creek City Commission approved a modification by Ordinance 101-92. The modification extended the Development Order by just less than five years to provide for a termination date of December 1, 1997.
>
> On January 12, 1995, the Coconut Creek City Commission approved a modification by Ordinance No. 154-94. The modification amended Condition 6.F. of the Development Order by substituting a Mitigation Enhancement Plan at Tradewinds Park for the originally proposed Monitoring and Maintenance Program for a cypress wetland area on the Al Hendrickson Toyota Tract A.

On August 13, 1997, City staff met with the applicant, Florida Department of Transportation (FDOT) and the South Florida Regional Planning Council (SFRPC) staff to discuss the application and any other outstanding issues. City staff was concerned with the number of trips that had been reserved for this DRI, the compact deferral area that exists in this area of the City, and its negative impact on future growth and development within the City. It was determined that this matter is not under the purview of DCA or the SFRPC, but rests with the Development Management Division of Broward County.

Per the attached letter from Florida Department of Community Affairs, they have no objection to the proposed time extension. The SFRPC has provided no written comments, but has indicated verbally that they also have no objection.

HCZ/jl
M-3151

STATE OF FLORIDA
DEPARTMENT OF COMMUNITY AFFAIRS

LAWTON CHILES
Governor

JAMES F. MURLEY
Secretary

"Helping Floridians create safe, vibrant, sustainable communities"

August 20, 1997

The Honorable Ron Greenstein
Mayor, City of Coconut Creek
4800 West Copans Road
Coconut Creek, Florida 33063

Re: Commerce Center of Coconut Creek DRI; DCA File No. ADA-1186-076
Notification of Proposed Change

Dear Mayor Greenstein:

The Department received a Notification of Proposed Change (NOPC) to the Commerce Center of Coconut Creek Development of Regional Impact (DRI) on August 4, 1997. The proposed change to the development order (DO) includes extending the buildout date of the project by two years from December 1, 1997 to December 1, 1999. The DO was previously modified to extend the buildout date of the project from December 31, 1992 to December 1, 1997. Cumulatively, the buildout date will be extended by six years and eleven months.

Pursuant to Subparagraph 380.06(19)(c), Florida Statutes, an extension of the date of buildout by 5 years or more but less than 7 years is presumed not to create a substantial deviation. Since the buildout extension is not likely to create additional regional impacts, the Department has no objections to the proposed change.

If you have any questions, please contact Michelle Gallagher in the Bureau of Local Planning at (904) 487-4545.

Sincerely,

Michael D. McDaniel
Growth Management Administrator

MDM/mg

cc: Harold Zombek, City of Coconut Creek
Robert P. Diffenderfer, Esquire
Gerson Garcia, South Florida Regional Planning Council
Elliot Auerhahn, Broward County

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STATE OF FLORIDA
DEPARTMENT OF COMMUNITY AFFAIRS
DIVISION OF RESOURCE PLANNING AND MANAGEMENT
BUREAU OF STATE PLANNING
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100
904/488-4925

NOTIFICATION OF A PROPOSED CHANGE TO A PREVIOUSLY APPROVED DEVELOPMENT OF REGIONAL IMPACT (DRI) SUBSECTION 380.06(19), FLORIDA STATUTES

Subsection 380.06(19), Florida Statutes, requires that submittal of a proposed change to a previously approved DRI be made to the local government, the regional planning agency, and the state land planning agency according to this form.

1. I, Jim Shore, the undersigned owner/authorized representative of Seminole Properties II, Inc., hereby give notice of a proposed change to a previously approved Development of Regional Impact in accordance with Subsection 380.06(19), Florida Statutes. In support thereof, I submit the following information concerning the Commerce Center of Coconut Creek development, which information is true and correct to the best of my knowledge. I have submitted today, under separate cover, copies of this completed notification to the City of Coconut Creek to the South Florida Regional Planning Council, and to the Bureau of State Planning, Department of Community Affairs.

July 3, 1997 (Date)

(Signature)

Exhibit "A"

2. Applicant (name, address, phone).

Seminole Properties II, Inc., 6300 Stirling Road, Hollywood, Florida 33024. (954) 967-3950.

3. Authorized Agent (name, address, phone).

Robert P. Diffenderfer, Esquire and Michelle Williams, Esquire of Lewis, Longman & Walker, 1700 Palm Beach Lakes Boulevard, Suite 1000, West Palm Beach, Florida 33401. (561) 640-0820.

4. Location (City, County, Township/Range/Section) of approved DRI and proposed change.

City of Coconut Creek, Broward County, Section 18, Township 48S, Range 42E.

5. Provide a complete description of the proposed change. Include any proposed changes to the plan of development, phasing, additional lands, commencement date, build-out date, development order conditions and requirements, or to the representations contained in either the development order or the Application for Development Approval.

Indicate such changes on the project master site plan, supplementing with other detailed maps, as appropriate. Additional information may be requested by the Department or any reviewing agency to clarify the nature of the change or the resulting impacts.

The developer is proposing the following amendment to the approved Development Order:

1. Revise Condition 6.P. of Development Order to state as follows:

P. The City agrees that the Commerce Center of Coconut Creek Development of Regional Impact shall not be subject to down-zoning, unit density reduction, or intensity reduction until ~~December 1, 1997~~ December 1, 1999, unless conditions underlying the approval of this Development Order have occurred, or that this Development Order was based on substantially inaccurate information provided by the developer or that the change is clearly essential to the public health, safety, or welfare.

2. **Revise Condition 6.Q of Development Order to state as follows:**

Q. <u>Commencement of Development.</u> The deadline for commencing physical development at the site shall be one (1) year from the effective date of this Development Order. For purposes of this paragraph, "physical development" shall mean Site preparation development of a portion of the Site. The termination date for completing development shall be ~~December 1, 1997~~ <u>December 1, 1999</u>; provided that the Developer or his successors and assigns, complies with Section 6.U. hereof. The termination date may only be modified in accordance with Section 380.06(19)(c), Florida Statutes.

Coding: Words ~~struck through~~ are deletions.
Words <u>underlined</u> are additions.

6. Complete the attached Substantial Deviation Determination Chart for all land use types approved in the development. If no change is proposed or has occurred, indicate no change.

No change. See attached chart.

7. List all the dates and resolution numbers (or other appropriate identification numbers) of all modifications or amendments to the originally approved DRI development order that have been adopted by the local government, and provide a brief description of the previous changes (i.e., any information not already addressed in the Substantial Deviation Determination Chart). Has there been a change in local government jurisdiction for any portion of the development since the last approval or development order was issued? If so, has the annexing local government adopted a new DRI development order for the project?

Previously approved Modifications to the Development Order:

a. **On January 12, 1995, the Coconut Creek City Commission approved a modification by Ordinance No. 154-94. The modification amended Condition 6.F. of the Development Order by substituting a Mitigation Enhancement Plan at Tradewinds Park for the originally proposed Monitoring and Maintenance Program for a cypress wetland area on the Al Hendrickson Toyota Tract A.**

b. **On February 27, 1992, the Coconut Creek City Commission approved a modification by Ordinance 101-92. The modification extended the Development Order by just less than five years to provide for a termination date of December 1, 1997.**

c. **On March 19, 1991, the Coconut Creek City Commission approved a modification by Ordinance No. 109-91. The modification approved a usage and square footage formula for Parcels D, F, G and H; a revised Exhibit reflecting road construction; a revised Condition 6.L. governing Traffic Improvements; the deletion of an unnecessary improvement; the revision of Condition 6.F. to require a Monitoring and Maintenance Program for the existing cypress wetland area on Tract A; the addition of language recognizing a potential revision to the Master Plan to incorporate a closing of the 40th Street/U.S. 441 access to the project; the addition of langnage recognizing the ability to modify the location of canals and lakes, so long as total acreage is not reduced, without a Development Order amendment.**

d. **There has been no change in the local government jurisdiction for any portion of the development since the development order was issued.**

8. Describe any lands purchased or optioned within 1/4 mile of the original DRI site subsequent to the original approval or issuance of the DRI development order. Identify such land, its size, intended use, and adjacent non-project land uses within 1/2 mile on a project master site plan or other map.

No lands were purchased or optioned within 1/4 mile of the original DRI site subsequent to the original approval or issuance of the DRI development order.

9. Indicate if the proposed change is less than 40% (cumulatively with other previous changes) of any of the criteria listed in Paragraph 380.06(19)(b), Florida Statutes.

Do you believe this notification of change proposes a change which meets the criteria of Subparagraph 380.06(19)(e)2., F.S.
YES _____ NO ___X___

added or deleted to the previously approved plan of development;

C. A proposed amended development order deadline for commencing physical development of the proposed changes, if applicable;

D. A proposed amended development order termination date that reasonably reflects the time required to complete the development;

E. A proposed amended development order date until which the local government agrees that the changes to the DRI shall not be subject to down-zoning, unit density reduction, or intensity reduction, if applicable; and

F. Proposed amended development order specifications for the annual report, including the date of submission, contents, and parties to whom the report is submitted as specified in Subsection 9J-2.025(7), F.A.C.

The developer proposes the following amendments:

1. Revise Condition 6.P. to state as follows:

> **P. The City agrees that the Commerce Center of Coconut Creek Development of Regional Impact shall not be subject to down-zoning, unit density reduction, or intensity reduction until ~~December 1, 1997~~ December 1, 1999, unless conditions underlying the approval of this Development Order have occurred, or that this Development Order was based on substantially inaccurate information provided by the developer or that the change is clearly essential to the public health, safety, or welfare.**

2. Revise Condition 6.Q. to state as follows:

> **Q. Commencement of Development. The deadline for commencing physical development at the site shall be one (1) year from the effective date of this Development Order. For purposes of this paragraph, "physical development" shall mean Site preparation development of a portion of the Site. The termination date for completing development shall be ~~December 1, 1997~~ December 1, 1999; provided that the Developer or his successors and assigns, complies with Section 6.U. hereof. The termination date may only be modified in accordance with Section 380.06(19)(c), Florida Statutes.**

10. Does the proposed change result in a change to the buildout date or any phasing date of the project? If so, indicate the proposed new buildout or phasing dates.

Yes, the termination date for completing development is proposed for December 1, 1999.

11. Will the proposed change require an amendment to the local government comprehensive plan?

No.

Provide the following for incorporation into such an amended development order, pursuant to Subsections 380.06(15), F.S., and 9J-2.025, Florida Administrative Code:

12. An updated master site plan or other map of the development portraying and distinguishing the proposed changes to the previously approved DRI or development order conditions.

N/A.

13. Pursuant to Subsection 380.06(19)(f), F.S., include the precise language that is being proposed to be deleted or added as an amendment to the development order. This language should address and quantify:

A. All proposed specific changes to the nature, phasing, and build-out date of the development; to development order conditions and requirements; to commitments and representations in the Application for Development Approval; to the acreage attributable to each described proposed change of land use, open space, areas for preservation, green belts; to structures or to other improvements including locations, square footage, number of units; and other major characteristics or components of the proposed change;

B. An updated legal description of the property, if any project acreage is/has been

SUBSTANTIAL DEVIATION DETERMINATION CHART

TYPE OF LAND USE	CHANGE CATEGORY	PROPOSED PLAN	ORIGINAL PLAN	PREVIOUS D.O. CHANGE + DATE
Attraction/ Recreation	# Parking Spaces	N/A		
	# Spectators			
	# Seats			
	Site locational changes			
	Acreage, including drainage, ROW, easements, etc.			
	# External Vehicle Trips			
	D.O. conditions			
	ADA representations			
Airports	Runway (length)	N/A		
	Runway (strength)			
	Terminal (gross square feet)			
	# Parking Spaces			
	# Gates			
	Apron Area (gross square feet)			
	Site locational changes			
	Airport Acreage, including drainage, ROW, easements, etc.			
	# External Vehicle Trips			
	D.O. conditions			
	ADA representations			
Hospitals	# Beds	N/A		
	# Parking Spaces			
	Building (gross square feet)			
	Site locational changes			
	Acreage, including drainage, ROW, easements, etc.			
	# External Vehicle Trips			
	D.O. Conditions			
	ADA representations			

SUBSTANTIAL DEVIATION DETERMINATION CHART

TYPE OF LAND USE	CHANGE CATEGORY	PROPOSED PLAN	ORIGINAL PLAN	PREVIOUS D.O. CHANGE + DATE
Industrial	Acreage, including drainage, ROW, easements, etc. # Parking Spaces Building (gross square feet) # Employees Chemical Storage (barrels and lbs.) Site locational changes # External Vehicle Trips D.O. conditions ADA representations	N/A		
Mining Operations	Acreage mined (year) Water Withdrawal (Gal/day) Size of Mine (acres), including drainage, ROW, easements, etc. Site locational changes # External Vehicle Trips D.O. conditions ADA representations	N/A		
Office	Acreage, including drainage, ROW, easements, etc. Building (gross square feet) # Parking Spaces # Employees Site locational changes # External Vehicle Trips D.O. Conditions ADA representations	N/A		

SUBSTANTIAL DEVIATION DETERMINATION CHART

TYPE OF LAND USE	CHANGE CATEGORY	PROPOSED PLAN	ORIGINAL PLAN	PREVIOUS D.O. CHANGE + DATE
Petroleum/Chem. Storage	Storage Capacity (barrels and/or lbs.) Distance to Navigable Waters (feet) Site locational changes Facility Acreage, including drainage, ROW, easements, etc. # External Vehicle Trips D.O. conditions ADA representations	N/A		
Ports (Marinas)	# boats, wet storage # boats, dry storage Dredge and fill (cu.yds.) Petroleum storage (gals.) Site locational changes Port Acreage, including drainage, ROW, easements, etc. # External Vehicle Trips D.O. conditions ADA representations	N/A		
Residential	# dwelling units Type of dwelling units # lots Acreage, including drainage, ROW, easements, etc. Site locational changes # External Vehicle Trips D.O. conditions	N/A		

SUBSTANTIAL DEVIATION DETERMINATION CHART

TYPE OF LAND USE	CHANGE CATEGORY	PROPOSED PLAN	ORIGINAL PLAN	PREVIOUS D.O. CHANGE + DATE
Wholesale, Retail, Service	Acreage, including drainage, ROW, easements, etc. Floor Space (gross square feet) # Parking Spaces # Employees Site locational changes # External Vehicle Trips D.O. conditions ADA representations	N/A		
Hotel/Motel	# Rental Units Floor Space (gross square feet) # Parking Places # Employees Site locational changes Acreage, including drainage, ROW, easements, etc. # External Vehicle Trips D.O. conditions ADA representations	N/A		
R.V. Park	Acreage, including drainage, ROW, easements, etc. # Parking Spaces Building (gross square feet) # Employees Site locational changes # External Vehicle Trips D.O. conditions ADA representations	N/A		

I:\S321\5940\MISC\NOT-PROP.CHG

STATE OF FLORIDA
DEPARTMENT OF COMMUNITY AFFAIRS

EMERGENCY MANAGEMENT • HOUSING AND COMMUNITY DEVELOPMENT • RESOURCE PLANNING AND MANAGEMENT

LAWTON CHILES
Governor

November 25, 1997

CITY OF COCONUT CREEK
RECEIVED
DEC 2 1997
DEPARTMENT OF
DEVELOPMENT SERVICES

Mr. Harold Zombek
Planning and Zoning Manager
City of Coconut Creek
4800 West Copans Road
Coconut Creek, FL 33063

Re: Commerce Center of Coconut Creek; File Number ADA-1186-076

Dear Mr. Zombek:

The Department is in receipt of the development order for the Commerce Center of Coconut Creek development of regional impact (DRI) which was rendered to the Department on November 21, 1997.

Rule 9J-2.025(5), Florida Administrative Code, states, in part, that the rendering of a development order is the issuance of a written development order and the transmittal of a certified completed copy of the order by the local government with jurisdiction, together with all pertinent attachments. It further states that "A DRI development order will not be considered to have been rendered if... all pages, exhibits, references and attachments are not included..." **The Department does not consider the Commerce Center of Coconut Creek DRI development order as having been properly rendered because development order was does not have original certification. Therefore, the Department's 45-day review period for the development order has not been triggered.**

Please transmit to the Department a certified copy of the development order with an original city seal affixed, including a copy of all exhibits. Attached is sample certification language. Our appeal period will begin when we are rendered a certified and complete copy of the order. If you have any questions concerning this matter, please call Donna Harris in the Bureau of State Planning at (850) 488-4925.

Sincerely,

D. Ray Eubanks

D. Ray Eubanks
Planning Manager

DRE/dh

cc: Mr. Eric Silva, South Florida RPC
Developer

Attachment

2555 SHUMARD OAK BOULEVARD • TALLAHASSEE, FLORIDA 32399-2100

FLORIDA KEYS AREA OF CRITICAL STATE CONCERN
FIELD OFFICE
2796 Overseas Highway, Suite 212
Marathon, Florida 33050-2227

SOUTH FLORIDA RECOVERY OFFICE
P.O. Box 4022
8600 N.W. 36th Street
Miami, Florida 33159-4022

GREEN SWAMP AREA OF CRITICAL STATE CONCERN
FIELD OFFICE
155 East Summerlin
Bartow, Florida 33830-4641

12/5/ Certified Ordinance & included all back up
Gave to Donna L.

Certification is generally done by your agency clerk and reads similar to the following:

_____ Hereby Certify that the forgoing is a true and correct copy of _____ as approved by the Board of _____ Commissioners at its regular meeting held _____, which is on file in the office of _____.

Witness my hand and official seal this _____ day of _____.

Signature Block

96-352138 T#004
07-19-96 02:54PM

This instrument prepared by:
Michael G. Park, Esq.
GREENBERG, TRAURIG, HOFFMAN, ET AL.
777 S. Flagler Dr., Suite 310E
West Palm Beach, Florida 33401

Will Call

ASSIGNMENT AND ASSUMPTION OF DECLARANT'S RIGHTS

This Assignment and Assumption of Declarant's Rights ("Assignment") is made as of the 17th day of July, 1996 by WPK ASSOCIATES, LIMITED, a Florida limited partnership ("Assignor") in favor of SEMINOLE PROPERTIES II, INC., a Florida corporation ("Assignee").

Recitals

A. Assignor is the "Declarant" under those certain Declaration of Covenants, Restrictions and Easements for Commerce Center of Coconut Creek dated July 1, 1987 and recorded July 27, 1987 in Official Records Book 14656, at Page 619, of the Public Records of Broward County, Florida (the "Declaration").

B. Assignor desires to assign to Assignee, and Assignee desires to assume from Assignor, all of Assignor's rights as the "Declarant" under the Declaration.

NOW, THEREFORE, in consideration of the sum of $10.00, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignor hereby assigns, transfers, conveys and sets over unto Assignee all rights which Assignor may possess as the "Declarant" under the Declaration. This Assignment shall further transfer and convey to Assignee all other right, title and interest which Assignor may now have with respect to the development of the Commerce Center of Coconut Creek subdivision, including, without limitation, all rights as developer under any development orders, utility agreements, permits, approvals, bonds, deposits, easements or other agreements whatsoever pertaining to the use and development of the Commerce Center of Coconut Creek Subdivision, all rights as developer to control the property owner's association (the Commerce Center at Coconut Creek Association, Inc.), and any rights Assignor may possess with respect to GJR Leasing Corp., an Illinois corporation ("GJR") as set forth in the Sale-Purchase Agreement between the parties, as amended.

2. Assignee hereby assumes all of the duties and obligations which Assignor may possess or be subject to as the "Declarant" under the Declaration as of the date hereof, including, without limitation, any duties or obligations in connection with the control or operation of the property owner's association (the Commerce Center at Coconut Creek Association, Inc.), and any duties or obligations owed by Assignor to GJR, or its successors or assigns, including without limitation all obligations of Assignor pursuant to that certain: (i) Assignment Agreement; (ii) Agreement Re: Assignment of Rights; and (iii) letter agreement, all dated May 30, 1995 and made between Assignor and GJR Leasing Corp., an Illinois corporation ("GJR")

BK25158PG0263

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the day and year first above written.

WITNESSES:

ASSIGNOR:
WPK ASSOCIATES, LIMITED, a Florida limited partnership

By: Boca R Associates, Limited, a Florida limited partnership, general partner

By: Boca WPK Corp., a Florida corporation, general partner

By: _____
Lawrence M. Chaness, Asst. Secy.

Sign: Lesley Swift Wolff
Print: Lesley Swift Wolff

Sign: BARB Glover
Print: BARB GLOVER

ASSIGNEE:
SEMINOLE PROPERTIES II, INC., a Florida corporation

Sign: _____
Print: Eric Dorsky

Sign: _____
Print: MICHAEL PARK

By: _____
Name: Jim Shore
Title: President

STATE OF ILLINOIS

RECORDED IN THE OFFICIAL RECORDS BOOK OF BROWARD COUNTY, FLORIDA COUNTY ADMINISTRATOR

COUNTY OF COOK

This instrument was acknowledged before me this 10th day of July, 1996 by Lawrence M. Chaness as the Assistant Secretary of Boca WPK Corp., a Florida corporation, on behalf of the corporation in its capacity as general partner of Boca R Associates, Ltd., a Florida limited partnership, on behalf of the limited partnership in its capacity as general partner of WPK ASSOCIATES, LTD., a Florida limited partnership, on behalf of the limited partnership. Lawrence M. Chaness personally appeared before me, ☒ is/are personally known to me or ☐ produced _____ as identification.

"OFFICIAL SEAL"
Lesley Swift Wolff
Notary Public, State of Illinois
Cook County
My Commission Expires 12/30/99

Notary: Lesley Swift Wolff
Print Name: Lesley Swift Wolff
Notary Public, State of Illinois
My commission expires: 12-30-99

STATE OF FLORIDA

COUNTY OF Broward

This instrument was acknowledged before me this 12 day of July, 1996 by Jim Shore as President of SEMINOLE PROPERTIES II, INC., a Florida corporation, on behalf of said corporation. He/she personally appeared before me, ☒ is/are personally known to me or ☐ produced _____ as identification.

(NOTARIAL SEAL)

Notary: _____
Print Name: _____
Notary Public, State of Florida
My commission expires: _____

NOTARY PUBLIC STATE OF FLORIDA
ERIC DORSKY
COMMISSION # CC 528353
EXPIRES MAR 24, 2000
BONDED THRU
ATLANTIC BONDING CO., INC.

BK25158PG0264

WPB\PARKMT\636.5\12318.011100\07/09/96

17

ORDINANCE NO. 2011-005

AN ORDINANCE OF THE CITY OF COCONUT CREEK, FLORIDA, APPROVING THE REZONING REQUEST OF THE SEMINOLE TRIBE OF FLORIDA, SEMINOLE PROPERTIES II, INC., AND S.T.O.F. HOLDINGS, LTD FOR THE PROPERTY LEGALLY DESCRIBED IN EXHIBIT "A," ATTACHED HERETO AND MADE A PART HEREOF, BEING GENERALLY KNOWN AS ALL OF TRACT "C," TRACT "D," AND TRACT "G," COMMERCE CENTER OF COCONUT CREEK PLAT, ACCORDING TO THE PLAT THEREOF; TOGETHER WITH TRACT "H," COMMERCE CENTER OF COCONUT CREEK PLAT, ACCORDING TO THE PLAT THEREOF; TOGETHER WITH AN ADDITIONAL RIGHT-OF-WAY DEDICATION, COMMERCE CENTER OF COCONUT CREEK PLAT, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 131, PAGE 30 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; TOGETHER WITH THE EAST HALF OF THE NORTH 122.0 FEET OF TRACT 66, BLOCK 89, PALM BEACH FARMS COMPANY PLAT NO. 3, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGES 45-54 INCLUSIVE OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; TOGETHER WITH A PORTION OF TRACT "B," COMMERCE CENTER OF COCONUT CREEK, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 131, PAGE 30 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORID A, SAID LANDS CONTAINING 45.65 ACRES MORE OR LESS, FROM PCD (PLANNED COMMERCE DISTRICT) AND B-4 (REGIONAL SHOPPING DISTRICT) TO SEMINOLE PMDD (PLANNED MAINSTREET DEVELOPMENT DISTRICT); PROVIDING FOR CONDITIONS OF APPROVAL; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE

WHEREAS, the owners of the property, described in Exhibit "A," attached hereto and made a part hereof ("the Property"), Seminole Tribe of Florida, Seminole Properties II, Inc., and S.T.O.F. Holdings, LTD, ("Property Owner") are requesting a rezoning of Property from PCD (Planned Commerce District) and B-4 (Regional Shopping District) to the Seminole PMDD (Planned MainStreet Development District); and

WHEREAS, the Property has an underlying land use designation of Regional Activity Center (RAC) in the City's Comprehensive Plan; and

WHEREAS, the proposed rezoning is consistent with the RAC land use designation and other provisions of the City's Comprehensive Plan; and

WHEREAS, the proposed rezoning complies with the general standards for rezoning set forth in Section 13-36, and the requirements of Section13-361,_ entitled "MainStreet Project Area Design Standards Adopted" and all other applicable requirements of Chapter 13, Code of Ordinances, Article III thereof, entitled "Zoning Regulations," of the City of Coconut Creek; and

WHEREAS, the proposed development will promote the public health, safety and welfare of the residents of the City of Coconut Creek; and

WHEREAS, at its meeting of December 8, 2010, the City's Planning and Zoning Board recommended approval of said rezoning request subject to the condition that all outstanding DRC comments, as of the effective date of this ordinance, remain effective throughout the development review process and must be addressed prior to issuance of permits.

WHEREAS, all staff reports, minutes of meetings, findings of fact and support documents are hereby incorporated as referenced;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF COCONUT CREEK, FLORIDA:

Section 1: That the foregoing recitations are hereby ratified as true and correct, and are incorporated into the terms and conditions of this Ordinance.

Section 2: That the City Commission hereby finds the Seminole PMDD to meet the requirements of 13-36, 13-361 and other applicable requirements of Chapter 13, Code of Ordinances, Article III thereof, of the City of Coconut Creek and hereby accepts

the recommendation of the Planning and Zoning Board of December 8, 2010, which recommended approval, subject to conditions, for the rezoning petition of the Seminole Tribe of Florida, Seminole Properties II, Inc., and S.T.O.F. Holdings, LTD ("Property Owner") for the property legally described in Exhibit "A", attached hereto and made a part hereof, and hereby approves the rezoning request from PCD (Planned Commerce District) and B-4 (Regional Shopping District) to the Seminole PMDD (Planned MainStreet Development District), subject to the following conditions:

a. Outstanding DRC comments, as of the effective date of this ordinance, remain effective throughout the development review process and must be addressed prior to issuance of permits.

Section 3: In addition to the conditions recommended by the Planning and Zoning Board, the Property Owner shall be subject to the following conditions:

a. The Seminole PMDD shall be subject to the density and intensity limitations provided for in both the Commerce Center of Coconut Creek DRI and the MainStreet Regional Activity Center (RAC), as amended.

b. Allocation of development rights from the MainStreet Regional Activity Center (RAC), to develop the property in accordance with the Seminole PMDD shall be given at the time of site plan approval from the City Commission.

c. The criteria for the review of a site plan pursuant to this Seminole PMDD is that a site plan shall be entitled to approval if it is consistent with the Seminole PMDD approved by this Ordinance and otherwise meets the applicable general provisions of the City's land development regulations and other regulatory agencies.

d. To ensure public welfare and safety, the City or its agents shall have unrestricted access to the Property having utilities connected to the public utility system to inspect structural, biological, ecological, and operational integrity of water, wastewater, and drainage systems or cause the Property Owner to alter or modify said systems at no cost to the City to minimize or eliminate potential for contamination. The Property Owner further agrees that it shall provide all records that may be deemed necessary to comply with the requirements of all regulatory agencies having jurisdiction.

e. The Property Owner shall complete off-site improvements consistent with the phasing plan as outlined in the Seminole PMDD.

f. The Property Owner shall underground utilities consistent with City's Land Development Code, Section 13-142; Underground Utilities Required.

g. Design and architectural detailing incorporating concepts from all Phases of the Property will be provided as part of future site plan submittals or subsequent phases of development so that all phases of the project are compatible and support the overall design of the project.

h. As part of permitting for each phase, the Property Owner shall provide LEED New Construction Project Narratives and Checklists in effect as of the date of this Ordinance that demonstrate commitment to incorporate green building techniques. The Property Owner shall construct the project so that to a minimum of 26 points from the LEED New Construction rating scale may be obtained as to the entire Seminole PMDD and shall register the hotel with the Florida Green Lodging program.

i. The Property Owner shall comply with Section 13-110 thru 13-117, Affordable Housing Program, and Section 13-118 thru 13-126, Police and Fire Impact Fees.

j. The Property Owner shall comply with Section 13-143 thru 13-146, Public Art Requirement. Conspicuous displays of green technology, as approved by the City Commission for each site plan phase, shall be credited towards public art requirements and shall not be required to exceed a total of $5.6 million for all phases.

Section 4: That the Seminole PMDD shall operate under unified control and adequate documentation has been submitted and certified by the City Attorney to ensure unified control.

Section 5: That the Seminole Tribe of Florida, Seminole Properties II, Inc., and S.T.O.F. Holdings, LTD and their assigns shall comply with the Seminole PMDD, dated November, 2010, attached hereto and made a part hereof as Exhibit "B."

Section 6: That the Seminole Tribe of Florida, Seminole Properties II, Inc., and S.T.O.F. Holdings, LTD and their assigns have agreed to use City franchisees for all services related to the development and use of the subject Property.

Section 7: That this rezoning shall not be construed to create a right to any development of the Property that fails to meet the applicable requirements of Chapter 13, City of Coconut Creek Code of Ordinances and any other Broward County land development regulations, except as specifically provided in this Ordinance.

Section 8: That the City of Coconut Creek Department of Sustainable Development Director shall make the necessary changes to the official zoning map of the City to effectuate said rezoning.

Section 9: That in the event any provision or application of this Ordinance shall be held to be invalid, it is the legislative intent that the other provisions and applications hereof shall not be thereby affected.

Section 10: That all ordinances or parts of ordinances in conflict herewith are to the extent of said conflict, hereby repealed.

Section 11: That this Ordinance shall take effect immediately upon its passage and adoption.

PASSED FIRST READING THIS 13th DAY OF January, 2011.

PASSED SECOND READING THIS 27th DAY OF January, 2011.

Lisa K. Aronson, Mayor

Attest:

Barbara S. Price, MMC
City Clerk

	1st	2nd
Aronson	Aye	Aye
Sarbone	Aye	Aye
Gerber	Aye	Aye
Tooley	Aye	Aye
Belvedere	Aye	Aye

SR:jh:mb

EXHIBIT "A"

Legal Description:

ALL OF TRACT "C", TRACT "D" AND TRACT "G", COMMERCE CENTER OF COCONUT CREEK, PLAT BOOK 131, PAGE 30, BROWARD COUNTY RECORDS, FLORIDA. CONTAINING 22.409 ACRES MORE OR LESS.

TOGETHER WITH:

TRACT "H", COMMERCE CENTER OF COCONUT CREEK, PLAT BOOK 131, PAGE 30, BROWARD COUNTY RECORDS, FLORIDA. LESS FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY, PARCEL 118 AS SHOWN ON FDOT SECTION MAP #86100-2531, DESCRIBED AS FOLLOWS:

LESS AND EXCEPTING:

THAT PART OF TRACT "H" COMMERCE CENTER OF COCONUT CREEK, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 131, PAGE 30 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, LYING IN SECTION 18, TOWNSHIP 48 SOUTH, RANGE 42 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID TRACT "H"; THENCE RUN SOUTH 00° 50'59" EAST ALONG A NON-VEHICULAR ACCESS LINE AND THE WEST LINE OF SAID TRACT "H", A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89°30'20" EAST ALONG A LINE 20.00 FEET SOUTH OF AND PARRALLEL WITH THE NORTH LINE OF SAID TRACT "H", A DISTANCE OF 72.17 FEET; THENCE SOUTH 01°57'54" EAST, A DISTANCE OF 159.66 FEET TO A POINT ON A CURVE CONCAVE WESTERLY, HAVING A CHORD BEARING OF SOUTH 09°51'32" WEST; THENCE SOUTHWESTERLY ALONG SAID CURVE, HAVING A RADIUS OF 136.00 FEET, THROUGH A CENTRAL ANGLE OF 23°38'52", AN ARC DISTANCE OF 56.13 FEET TO THE END OF SAID CURVE; THENCE SOUTH 21°40'58" WEST, A DISTANCE OF 130.76 FEET TO A POINT ON A CURVE CONCAVE EASTERLY, HAVING A CHORD BEARING OF SOUTH 09°39'02" WEST; THENCE SOUTHERLY ALONG SAID CURVE, HAVING A RADIUS OF 128.00 FEET, THROUGH A CENTRAL ANGLE OF 24°03'53", AN ARC DISTANCE OF 53.76 FEET TO THE END OF SAID CURVE; THENCE SOUTH 02°22'55" EAST, A DISTANCE OF 183.48 FEET TO A POINT ON A CURVE CONCAVE NORTHEASTERLY, HAVING A CHORD BEARING OF SOUTH 19°32'41" EAST; THENCE SOUTHERLY AND EASTERLY ALONG SAID CURVE, HAVING A RADIUS OF 60.00 FEET, THROUGH A CENTRAL ANGLE OF 34°19'32", AN ARC DISTANCE OF 35.94 FEET TO THE END OF SAID CURVE; AND A POINT ON SAID NON-VEHICULAR ACCESS LINE; THENCE NORTH 47°10'36" WEST ALONG SAID NON-VEHICULAR ACCESS LINE, A DISTANCE OF 19.59 FEET TO A POINT ON THE WEST LINE OF SAID TRACT "H" AND THE BEGINNING OF A CURVE CONCAVE EASTERLY, HAVING A CHORD

BEARING OF NORTH 02°28'39" WEST; THENCE NORTHERLY ALONG SAID NONVEHICULAR ACCESS LINE AND SAID WEST LINE OF TRACT "H", HAVING A RADIUS OF 4228.28 FEET, THROUGH A CENTRAL ANGLE OF 02°57'20", AN ARC DISTANCE OF 218.11 FEET TO THE END OF SAID CURVE; THENCE NORTH 00°59'59" WEST ALONG SAID NON-VEHICULAR ACCESS LINE AND SAID WEST LINE OF TRACT "H", A DISTANCE OF 373.51 FEET TO THE POINT OF BEGINNING. CONTAINING 0.500 ACRE, MORE OR LESS.

SAID LANDS CONTAINING A NET ACREAGE OF 13.245 ACRES, MORE OR LESS.
TOGETHER WITH:

THE EAST HALF (E1/2) OF THE NORTH 122.00 FEET OF TRACT 66, BLOCK 89, "PALM BEACH FARMS COMPANY PLAT No. 3", PLAT BOOK 2, PAGES 45-54, PALM BEACH COUNTY RECORDS, FLORIDA. CONTAINING 0.896 ACRES MORE OR LESS.

TOGETHER WITH:

A PORTION OF TRACT "B", COMMERCE CENTER OF COCONUT CREEK, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 131, PAGE 30 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEASTERLY CORNER OF SAID TRACT "B"; THENCE RUN SOUTH 89°37'19" WEST ALONG THE NORTHERLY LINE OF SAID TRACT "B" FOR 926.36 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL; THENCE SOUTH 00°25'15" EAST FOR 406.28 FEET; THENCE SOUTH 89°34'45" WEST FOR 41.00 FEET; THENCE SOUTH 00°25'15" EAST, FOR 316.57 FEET; THENCE SOUTH 89°28'23" EAST FOR 133.45 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG A CIRCULAR CURVE TO THE LEFT HAVING A RADIUS OF 342.00 FEET AND A CENTRAL ANGLE OF 24°37'19" FOR AN ARC DISTANCE OF 146.97 FEET TO A POINT OF REVERSE CURVATURE; THENCE NORTHEASTERLY ALONG A CIRCULAR CURVE TO THE RIGHT HAVING A RADIUS OF 354.00 FEET AND A CENTRAL ANGLE OF 2°54'07" FOR AN ARC OF DISTANCE OF 17.93 FEET; THENCE SOUTH 00°25'15" EAST FOR 131.88 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID TRACT "B"; THENCE NORTH 89°28'23" WEST, ALONG A LINE THAT IS 60.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 48 SOUTH, RANGE 42 EAST, FOR 68.46 FEET; THENCE NORTH 85°39'32" WEST FOR 180.40 FEET; THENCE NORTH 89°28'23" WEST, FOR 313.77 FEET; THENCE NORTH 00°31'37" EAST, FOR 90.37 FEET, TO A POINT ON THE NEXT DESCRIBED CURVE, SAID POINT BEARS SOUTH 35°30'35" WEST, FROM THE RADIUS POINT OF SAID CURVE; THENCE NORTHWESTERLY, NORTHERLY AND NORTHEASTERLY, ALONG A CIRCULAR CURVE TO THE RIGHT, HAVING A RADIUS OF 235.00 FEET AND A CENTRAL ANGLE OF 53°28'56" FOR AN ARC DISTANCE OF 219.36 FEET TO A POINT OF TANGENCY; THENCE NORTH

01°00'29" WEST, FOR 205.01 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY, ALONG A CIRCULAR CURVE TO THE LEFT, HAVING A RADIUS OF 4,402.28 FEET AND A CENTRAL ANGLE OF O4°08'O2" FOR AN ARC DISTANCE OF 317.62 FEET (THE LAST SEVEN COURSES BEING COINCIDENT WITH PORTIONS OF THE SOUTHERLY AND THE WESTERLY LINES OF SAID TRACT "B"); THENCE NORTH 89°37'19" EAST, PARALLEL TO THE NORTHERLY LINE OF SAID TRACT "B", FOR 422.34 FEET TO THE POINT OF BEGINNING.CONTAINING 7.466 ACRES MORE OR LESS.

TOGETHER WITH:

A PORTION OF NORTHWEST 40TH STREET, ACCORDING TO THE PLAT OF COMMERCE CENTER OF COCONUT CREEK, AS RECORDED IN PLAT BOOK 131, PAGE 30, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF TRACT "H" AND THE NORTH LINE OF NORTHWEST 40TH STREET, ACCORDING TO THE PLAT OF COMMERCE CENTER OF COCONUT CREEK AS RECORDED IN PLAT BOOK 131, PAGE 30, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE ALONG THE SOUTH BOUNDARY OF SAID TRACT "H" AND "G" AND THE NORTH LINE OF SAID NORTHWEST 40TH STREET FOR THE FOLLOWING FOUR (4) COURSES: NORTH 89°37'15" EAST, A DISTANCE OF 260.70 FEET; THENCE NORTH 00°50'43" WEST, A DISTANCE OF 15.00 FEET; THENCE NORTH 89°37'15" EAST, A DISTANCE OF 1123.56 FEET; THENCE NORTH 44°36'00" EAST, A DISTANCE OF 42.44 FEET; THENCE LEAVING SAID SOUTH LINE OF TRACT "G", PROCEED SOUTH 05°43'28" EAST, A DISTANCE OF 132.58 FEET TO THE NORTHEASTERLY CORNER OF TRACT "D" OF SAID PLAT OF COMMERCE CENTER OF COCONUT CREEK AND THE SOUTH RIGHT OF WAY LINE OF NORTHWEST 40TH STREET; THENCE CONTINUE ALONG THE NORTH BOUNDARY OF SAID TRACT "D", TRACT "C", AND THE SOUTH RIGHT OF WAY LINE OF NORTHWEST 40TH STREET FOR THE FOLLOWING SIX COURSES: THENCE NORTH 45°24'00" WEST, A DISTANCE OF 42.41 FEET; THENCE SOUTH 89°37'15" WEST, A DISTANCE OF 150.00 FEET; THENCE NORTH 83°32'11" WEST, A DISTANCE OF 100.72 FEET; THENCE SOUTH 89°37'15" WEST, A DISTANCE OF 234.89 FEET; THENCE NORTH 00°25'15" WEST, A DISTANCE OF 15.00 FEET; THENCE SOUTH 89°37'15" WEST, A DISTANCE OF 908.99 FEET TO THE EAST LINE OF STATE ROAD NO. 7 (U.S. 441) AND A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 4228.28 FEET, A CENTRAL ANGLE OF 00°24'29" AND A CHORD BEARING OF NORTH 05°18'41" WEST; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 30.12 FEET TO THE POINT OF BEGINNING. SAID LANDS CONTAINING 1.634 ACRES MORE OR LESS.

SAID LANDS LYING IN THE CITY OF COCONUT CREEK, BROWARD COUNTY, FLORIDA, CONTAINING A TOTAL OF 45.650 ACRES, MORE OR LESS.

EXHIBIT "B"

Exhibit "B", consisting of a three-ring binder dated November, 2010, the Seminole PMDD, is voluminous is nature. A true and correct copy of same is on file in the office of the City Clerk.

Volume 1 of 2
Table of Contents

Item **Page**

I. INTRODUCTION 2

A. Purpose and Intent 2
B. Definitions 2
C. Proposed Development 2

II. EXISTING CONDITIONS 6

A. Natural Features 6
B. Existing Improvements 6
C. Future Land Use and Zoning 6
D. Plat 7

III. PROJECT DEVELOPMENT 7

A. Proposed Uses 7
B. Development Standards 8
C. Open Space Requirements and Computation 9
D. Landscape Standards 9
E. Parking and Loading Standards 10
F. Signage and Lighting Standards 11
G. Analysis of Public Facilities 12
Roads 12
Obligations within Phasing Schedule 14
Water and Wastewater 16
Drainage 19
Solid Waste 20
Utilities 20
H. Fiscal Impact Analysis 21
I. Public Safety Plan 22

IV. SUSTAINABLE AND GREEN COMPONENTS 22

V. PMDD PROCEDURES AND REQUIREMENTS 23

VI. DEDICATION/MAINTENANCE 24

VII. CONCLUSION 24

LIST OF TABLES

Table 1: PMDD Design Standards 25
Table 2: Water and Wastewater Generation 18
Table 3: Solid Waste Generation 20
Table 4: Fiscal Impact Analysis 21

LIST OF EXHIBITS

Exhibit 1 Location Map
Exhibit 2 Survey
Exhibit 2.1 Legal Description with Right-of-Way Included
Exhibit 3 Plat
Exhibit 4 Main Street Project Area Map
Exhibit 5 Master Development Plan
Exhibit 6 N/A
Exhibit 7A Phase I
Exhibit 7B Phase II
Exhibit 7B.1 Proposed Phase II East and West Elevations
Exhibit 7B.2 Proposed Phase II North Elevation
Exhibit 7C Phase III
Exhibit 7D Phase IV
Exhibit 7E Phase V
Exhibit 8 Zoning
Exhibit 9 Master Open Space Plan
Exhibit 10A View from S.R. 7 of Transportation Center
Exhibit 10B NW 54th Avenue view of Retail Plaza and Transportation Center
Exhibit 10B.1 North View of Transportation Center
Exhibit 10B.2 View from S.R. 7 of Pool and Hotel
Exhibit 10B2.1 View of Retail Plaza at NW 54th Avenue
Exhibit 10B2.2 View of SR 7 of Hotel
Exhibit 10B.3 Sample Road and NW 54th Avenue Intersection Landscape Improvements
Exhibit 10B.4 NW 54th Avenue and NW 40th Street Intersection Landscape Improvements
Exhibit 11A Location of Streetscape Sections
Exhibit 11B Phase I Streetscape – Type B Road
Exhibit 11C Traffic Operations Phase II - Self Parking /Circulation
Exhibit 11C.1 Traffic Operations Phase II – Valet Parking /Circulation
Exhibit 11C.2 Traffic Operations Phase III - –Self Parking/Circulation
Exhibit 11C.3 Traffic Operations Phase III – Valet Hotel/Circulation
Exhibit 11C.4 Traffic Operations Phase III – Casino Valet Parking/Circulation
Exhibit 11C.5 Traffic Operations Phase III – Bus Parking/Circulation
Exhibit 11D Phase III Streetscape – Type D Road
Exhibit 11D.1 Off-Site Roadway Improvements – Type D Road
Exhibit 11E Phase III – Frontage Greenways

Exhibit 11F East-West Access Road
Exhibit 11F.1 SR 7 Access Road
Exhibit 11F.2 NW 54th Avenue Access Road
Exhibit 11G Roadway Improvements/Signalization and Landscape Improvements
Exhibit 12A Master On-Site Signage Location Illustration
Exhibit 13 Existing Potable Water Plan
Exhibit 14 Existing Sanitary Sewer and Drainage Plan
Exhibit 15 Proposed Utility Modifications
Exhibit 16 Green Roof Tops Illustration
Exhibit 17 N/A
Exhibit 18 Building Massing and Height Diagram

LIST OF REPORTS

Report 1: Traffic Analysis Dated: 12/21/2006 (see Volume 2)
Report 2: Technical Memorandum on 3/18/2008 Traffic Analysis
Report 3: Seminole Casino Coconut Creek LEED Project Narrative
Report 4: Green Technology and Public Art Report
Report 5: Unified Control Agreement
Report 6: Analysis of Access Alternatives and Intermodal Transit Facility
Report 7: Public Safety Plan
Report 8: Commerce Center of Coconut Creek DRI/NOPC, dated November 2000 (see Volume 2)
Report 9: Traffic Impact Analysis, dated July 2006 (see Volume 2)

Seminole Planned Main Street Development District
Project Team

DEVELOPER AND OWNER:	LANDSCAPE ARCHITECTS:	GREEN TECHNOLOGY/ART
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Seminole Tribe of Florida Holdings, Ltd.	Robert Dugan, RLA	Michael Singer
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I. INTRODUCTION

A. Purpose and Intent

The purpose and intent of the Planned Main Street Development District (PMDD) application is to rezone, establish development standards and receive project approval for a portion of the MainStreet Project Area ("MSPA"). This document is based on criteria in the Coconut Creek Land Development Code, Section 13-360, and the MainStreet Design Standards.

The project is currently designated as the Seminole Planned Commerce District (PCD) and the Ed Morse PCD, located on both sides of NW 40th Street between S.R. 7 and Wochna Boulevard and north to Sample Road; see Exhibit 1 for Location Map. The project is also part of the Commerce Center of Coconut Creek Development of Regional Impact (DRI).

B. Definitions

The definitions that pertain to the proposed PMDD are those contained in this document and in Section 13-360 of the City of Coconut Creek Land Development Code and the MainStreet Design Standards, as modified herein. If any conflict exists in the definitions contained herein and those in the above documents, the definitions contained herein shall prevail.

C. Proposed Development

The proposed PMDD (hereinafter referred to as "Seminole PMDD") is on a portion of Tract 66, Block 89 of Palm Beach Farms Plat, Tracts C, D, G, H and a portion of Tract B of the Commerce Center of Coconut Creek Plat (PB 131, PG 30) consisting of 44.015 acres, not including the requested rights-of-way for NW 40th Street, which is being requested to be abandoned and made part of the PMDD. The project survey is included as Exhibit 2. The total acreage with 40th Street the right-of-way included is 45.650 acres and the legal description is on Exhibit 2.1. The recorded plat is included as Exhibit 3. The proposed project is located in the MainStreet Project Area in a sub-district identified as MS-T (Transit); see Exhibit 4 for MainStreet Project Area map. The Seminole PMDD functions more as a sub-district within the MS-T, being oriented more toward retail/entertainment and resort development.

The Seminole PMDD is intended to develop design guidelines for the development of a multi-phase Resort Hotel, Retail and Entertainment Facility. The project is centered around the Seminole Trust Land, which contains an existing Casino and accessory uses and is not part of the Seminole PMDD. The proposed development program within the City of Coconut Creek is to include the following, and is illustrated on the overall Master Plan as Exhibit 5. The project is proposed in five phases. Phase I contains the Marketplace and corporate offices, which were previously approved and have been completed. The phasing for this development shall occur as indicated herein, but phasing, design or plan adjustments shall be allowed based upon economic and constructability considerations that may occur during the project design and development. The phasing, design or plan modifications will be allowed to occur within the limits expressed within these PMDD standards but will not require amendments of the Seminole PMDD, provided that such modifications do not exceed the height limitations, development densities and approved levels of service set forth herein. These modifications may include square footage, modifications in program amenities and alternatives in what components will occur in each phase. In addition the hotel massing and height will be allowed to be adjusted based upon design phasing alternatives, but may be developed within the maximum height indicated herein. The following is an overview of the proposed development phasing plan. Based on current program development, the uses in each Phase are approximate based on best available information and are subject to demands and market conditions. Square footage on construction plans may vary, and uses might be adjusted to reflect current development situations. The Phases are illustrated on Exhibits 7A thru E and are as follows:

Phase I – APPROVED AND CONSTRUCTED (Exhibit 7A)

- Marketplace Restaurant/Corporate Offices – 34,900 Square Feet
- NW 40th Street Improvements
- Temporary Parking Lot on Tracts B and C
- Surface Parking on Tracts G and H

Phase II (Exhibits 7B, 7B.1, and 7B.2)

- Alternate eastbound/westbound roadway from S.R. 7 to Wochna Boulevard/NW 54th Avenue north of Transportation Center (See Exhibit 11F)
- 2,800 +/- parking spaces in Phase I of the Transportation Center
- Drainage Improvements
- Minor Off-Site Roadway Improvements for Transportation Center access
- Initial Retail Component (Approximately 25,600 +/- SF) adjacent to Transportation Center on abandoned NW 40th Street.
- On-site pedestrian connections in association with Initial Retail Component
- Utility Modifications
- New valet location in Transportation Center

- Transit Component including charter bus, community shuttle, and Broward County Routes

Phase III (Exhibit 7C)

- 70,000 sq ft.+/- retail (including Retail Component
- 50,750 sq ft.+/- food/beverage
- 150 +/-seat entertainment
- 66,500 sq ft. +/- convention/business center
- Off-site roadway improvements (See section G)
- Approximately 1,000 Parking spaces in expansion of Transportation Center
- Drainage Improvements
- Roadway Improvements indicated on Exhibit 11G

Phase IV (Exhibit 7D)

- Back of house operations
- Approximately 1,000 Additional Employee Parking spaces if required at back of house

Phase V (Exhibit 7E)

- Additional Retail Component
- Additional Food/beverage
- 1,000 Hotel rooms (including spa, pool, hotel service, service areas)

Phase I is the recent addition to the existing project known as the Marketplace. The Marketplace provides a unique dining experience and includes a grand new port-cohere valet entrance. The Marketplace addition required modification of the parking lot on the north side of NW 40th Street to accommodate relocated parking and improved access.

A parking lot was constructed on the west side of the project (Tracts 66, B and C) to provide parking until completion of construction of the Transportation Center on Tracts G and H. Phase I improvements also included modifications to NW 40th Street to provide an enhanced MainStreet type streetscape (see Exhibit 11B). Phase I Marketplace was designed to provide a keystone for future phases and is an integral part of the Master Plan.

Phase II is the construction of the first phase of the Transportation Center and Initial Retail Component as well as required drainage improvements. The proposed Transportation Center will contain approximately 2,800 +/- parking spaces. The Transportation Center will be designed and built to accommodate future expansion phases.

This Phase includes the abandonment of NW 40th Street which will allow for the Initial Retail Component between the Transportation Center and existing building which will occur on abandoned NW 40th Street. The abandonment of NW 40th Street

and utility easements is critical to the creation of the Retail Component. Utilities will be relocated as appropriate to facilitate development.

A new main valet parking center will utilize the ground floor of the Transportation Center in this Phase. A transit Component will also be included in this phase providing several transit options.

Phase II provides the Initial Retail Component which will be continued in future phases to link the MainStreet Project to the east. This Phase will contain an outstanding demonstration of the integration of Green Technology and public art into creative building and site designs at focal point of the project that relates to a pedestrian scale.

Exhibits 10A, 10B, and 10B.1 illustrate the proposed Transportation Center architecture as viewed from different vantage points. The illustrations are intended to demonstrate the overall concepts which will be refined during the development process. The 10B.2, 10B.2.1 and 10B.2.2 exhibits illustrate the overall views of the hotel/pool area and Retail Village.

Phase III is the major portion of the project which includes continuation of the Retail/Entertainment Components which will provide a unique mix of restaurants, clubs, and retail in a pedestrian environment developing a core node along NW 54th Avenue. The Retail/Entertainment Components are enhanced in this phase by enabling the incorporation of pedestrian features, such as lush landscaping, conspicuous displays of Green Technology and public art for a unique pedestrian-friendly environment and anchor along Wochna Boulevard/NW 54th Avenue, which faces the rest of the MainStreet Project Area. Further conspicuous displays of Green Technology will be incorporated in this area to complement and flow into the eastern face of the Transportation Center. Examples of proposed Green Technology are provided in the report section of the Seminole PMDD. The Retail/Entertainment Village is proposed to be developed surrounding the onsite lake with two (2) pedestrian access points on NW 54th Avenue providing access to MainStreet.

Phase III includes additional casino and hotel components on Trust property which illustrates the entire project into a seamless entertainment complex.

Phase III contains completion of the Transportation Center, which includes additional vehicle parking for a total of 4,800 +/-spaces. This phase also includes a new signalized access on NW 54th Avenue and other off-site roadway improvements identified on Exhibit 11G.

Phase IV provides the back of house operations and an additional 1,000 parking spaces for employee parking if required above the back of house area.

Phase V contains a hotel on Tract C as the major feature. Also included is the pool and spa adjacent to the hotel completing the complex.

The project plans and programs outlined make of the Seminole Coconut Creek Plat. The project scale varies with use, heights, and massing with are illustrated on Exhibit 18.

II EXISTING CONDITIONS

The existing Casino is located on Trust Land on the south side of NW 40th Street and is not part of the Seminole PMDD. There are two surface parking lots; one on the north side of 40th Street and the other a temporary lot on the south side of NW 40th Street adjacent to the access road. The Phase I Marketplace ties into the Casino building as a seamless structure. On the north side of the parking lot to the north of NW 40th Street are Florida Power and Light transmission lines with underlying lakes.

A. Natural Features

The site has no natural features.

B. Existing Improvements

The site contains the following: parking lots, Marketplace, six stormwater management lakes, and a major electrical transmission corridor.

C. Future Land Use and Zoning

Land Use

The project is located within the MainStreet Project Area (see Exhibit 4). The City of Coconut Creek and Broward County Land Use Plans designate the project as a Regional Activity Center (RAC). The proposed project is consistent with the RAC designation.

Zoning

The request for the Seminole PMDD designation is consistent with the Implementation Section of the MainStreet Guidelines for future project zoning designations. The current zoning is Planned Commerce District (PCD). The surrounding area is zoned PCD and B-4 as illustrated on Exhibit 8. This application would zone the property Seminole PMDD according to code requirements.

D. Plat

The Seminole PMDD project is primarily located in Tracts (portion of) B, C, D, G, and H of the Commerce Center of Coconut Creek Plat as recorded in Plat Book 131, Page 30 of the Broward County Records (see Exhibit 3). The plat restriction note states: This plat is restricted to 487,270 square feet of Commercial; 323,389 square feet of Office; 199,538 square feet of Industrial. Industrial uses are not permitted on Tracts "A" thru "E." Hotel use will need to be added to the Plat Note Restriction. It is anticipated that other permitted uses would be reduced or eliminated, such as Office and Industrial to keep within the approved trip threshold. These modifications will require a request to amend the Plat. It is proposed that the Plat Note Amendment be consistent with the approved DRI modifications and trip limitations. The DRI has been amended to include the Hotel approved uses and is within the trip threshold of 2107. A new plat will be required that will serve two functions: 1) Abandon 15 feet utility easements parallel to NW 40th Street and vacate NW 40th Street. 2) Plat NW 40th Street and the .87 acre Tract 66, Block 89 of the Palm Beach Farms Plat.

III PROJECT DEVELOPMENT

A. Proposed Uses

The uses proposed in the Seminole PMDD are those adopted in the MainStreet Development Standards and are intended to include support activities. The following are the adopted uses in the MS-T Districts which are proposed for the Seminole PMDD.

Commercial and Office

- Amusement Centers (Indoors only)
- Apparel and accessory stores
- Automobile Tag Agency
- Ballrooms and dance halls
- Big box retail over 75,000 sq. ft.
- Catering and meeting halls
- Convenience stores (without fuel sales)
- Detective and security agencies
- Financial institutions, mortgages & stockbrokers
- Florists
- Government offices
- Hardware store
- Indoor tennis, racquetball, handball & similar court sports
- Jewelry shops with repair (no smelting)
- Massage therapists
- Pet stores
- Professional offices not otherwise specified
- Restaurants, carry-out snack shops, etc. (no drive-thru)
- Video stores
- Animal Grooming (no overnight boarding)
- Arts, crafts and drafting supplies
- Bake shops and delicatessens
- Barbershops, beauty/nail salon and tanning salons
- Business services
- Coin operated Laundromats
- Dance, musical instruction and martial arts studios
- Drug stores and pharmacies
- Gyms and exercise clubs
- Hotels/motels
- Liquor stores
- Employment agencies
- News stands
- Photographic and artist studios
- Indoor theatres
- Real estate offices
- Secretarial/data processing/temporary staffing services
- Travel agencies

B. Development Standards

The MainStreet Design Standards Implementation Section (3.1.3) contains the specific criteria that need to be evaluated in PMDD regulations. The Seminole PMDD proposed Design Standards are broken into the following five categories which are illustrated on Table 1.

- Streetscape requirements;
- Right-of-way and typical sections;
- Plaza and open space requirements;
- Building design; and
- Sustainable and green components.

Each of the specific criteria in the Design Standards is indicated on Table 1, identifying the level of compliance in the proposed PMDD together with the reason for any modifications from the adopted MainStreet Standards.

C. Open Space Requirement and Computation

The open space requirements within the MainStreet Design Standards are 16 percent. The overall requirements will be 16 percent as reflected on Master Open Space Plan Exhibit 9.

D. Landscape Standards

The adopted MainStreet Design Standards for landscape and streetscapes are included in the Design Standards Section (Table 1) of this report. The proposed streetscape landscape standards are only modified to adjust to specific conditions, and were designed to meet the intent of the adopted standards. The Coconut Creek Land Development Code landscape requirements would apply to the on-site development in areas such as parking lots and general site requirements not specified on the MainStreet Standards.

The Seminole PMDD has four street types to address as indicated in the Design Standards. The proposed MainStreet standards have only been modified where not practicable for traffic implementation of the Seminole PMDD. The proposed standards for each roadway type surrounding the Seminole PMDD are described in Table 1 and illustrated on Exhibits IIA, IIB, IID, IID.1, and IIE.

Previously approved and completed Phase I of the Seminole PMDD addressed NW 40th Street, which is a Type B streetscape. The Seminole PMDD Phase I constructed landscape in the right-of-way on the north side of NW 40th Street, which is approximately 13 feet in width and on the south side of NW 40th Street between the right-of-way and the building, which varies between 16-21 feet. A landscape median of 10 feet was installed for most of NW 40th Street. The proposed Phase I standards also included pavers at pedestrian connectors, and site furniture along the street. Phase I Seminole PMDD standard is an interim measure until Phase II when 40th Street no longer provides through access.

The proposed street design for Wochna Boulevard/NW 54th Avenue, a Type D streetscape, eliminates street parking and residential setbacks as proposed in the MainStreet Design Standards. The existing right-of-way and roadway design will remain.

It is proposed that a landscaped gateway to the District be provided, which will have focal points on Wochna Boulevard/NW 54th Avenue at Sample Road, NW 40th Street. Exhibits 10B.3 and 10B.4 illustrate the conceptual intersection landscape improvements. An improved streetscape is provided on both sides of Wochna Boulevard/NW 54th Avenue from Cullum Road to the car dealers on the south based upon the City's ability to secure the necessary landscape easements on non-Seminole property. (See Exhibit 11D.)

Cullum Road will also receive a 15 foot sidewalk/landscape improvement from NW 54th Avenue (Wochna Boulevard) west to the car dealerships. Additional landscape easements might be required to accomplish the requested upgrade. Cullum Road is also scheduled for improvements, from NW 54th Avenue to Banks Road, which are conditioned on the City's securing right-of-way and easements. (See Exhibit 11D.1.)

Phase III contains the perimeter Greenway from Sample Road north to the FPL transmission lines parallel to S.R. 7. The greenway will be located on the east side of the perimeter access road. See Exhibit 11E for design along SR 7. A secondary east-west pathway will run along the south side of the FPL easement, connecting to S.R. 7 greenway to NW 54th Avenue. The greenway will run along the lake/open space north of the east-west access roadway with a minimum sidewalk width of 6 feet (see Exhibit 11F).

The Seminole PMDD landscape standards adhere to MainStreet Design Guidelines for relocating existing trees onsite and incorporating aquatic plants where possible. Increased aquatic plantings along the lake bank will be included when allowed by permitting agencies. Including natural species is a priority in all landscape areas.

Irrigation design will provide for reclaim water beginning in Phase II. Until reclaim water is available, adjacent to the site, lake water will be utilized as a source of irrigation water.

E. Parking and Loading Standards

The MainStreet Design Standards establish parking criteria of 3 per 1,000 gross leasable square feet for the project area. Other uses will comply with the City Code as practical. However, several uses and the inter-relationships are unique to the project and additional parking studies will be provided at time of site plan if required to support alternative criteria. The parking space size for the Seminole PMDD is 9x18 and valet spaces will be 8.5x18. All ADA requirements will be incorporated in the Seminole PMDD final site plans. The project will include 4,800 +/- vehicle parking spaces in a Transportation Center and up to an additional 1,000 parking spaces for employee parking on the south end of the project by Sample Road above the back of house. The Transportation Center proposes a height of up to 100 feet. Initial phases are for seven floors; however, if required, an additional level could be

added if necessary under the height limit. Parapet walls, stair or mechanical towers can exceed the height limit.

The MainStreet Design Standards discourage service areas oriented toward the roadway. Phase III, which consists of the major building portion of the project, will include a complete receiving area (back of house) at the rear of the project accessed by the perimeter access road on the southwest side of the project. Phase I has a loading area for the Marketplace, which is mitigated by orienting it away from NW 40th Street with access provided from an internal road off of Wochna Boulevard/NW 54th Avenue. Extensive landscaping is included as a buffer and a wall along NW 40th Street at the loading area architecturally compatible to mitigate any impacts of the service area. It is proposed that additional loading for the Marketplace and Retail/Entertainment Component be accessed through the Transportation Center and internal corridors linking areas to the back of house eliminating any street visual impacts.

F. Signage and Lighting Standards

Signs

All signs within the Seminole PMDD shall be architecturally consistent with the theme of the buildings. The unique property location and use dictates sign locations that take advantage of numerous access points. The site will require several on-site monument and directional signage to identify and direct the public. Exhibit 12A illustrates the proposed master on-site sign locations and types. There are five basic sign types: Site Monument, Property Monument, Pedestrian Gateway, Property Directional and Retail Tenant Identification Signs.

In addition to the on-site signage, off-site directional and identification signage is proposed on US 441/S.R.7, Lyons Road, Sample Road, Banks Road, Cullum Road, and Wochna Boulevard/NW 54th Avenue, and Turnpike as approved by the permitting agencies. Approved monument signs will be eliminated as areas are developed in accordance with the Master Phasing Plan Exhibit12A.

Lighting

Decorative street lighting will be installed during reconstruction of each segment of public roadway, which will be consistent with MainStreet Design Standards. Lighting will be provided for landscape and architectural enhancements as well as pedestrian plazas on-site. Details of light fixtures will be provided at time of site plan. Lighting levels in public areas and the Transportation Center will be increased to provide enhanced security.

G. Analysis of Public Facilities

Roads

The site is located between S.R. 7 and 54th Avenue, on both sides of NW 40th Street. The existing access points to the site are from the S.R. 7 connection to NW 40th Street, Sample Road and Wochna Boulevard/NW 54th Avenue. The project is part of the Commerce Center of Coconut Creek DRI and has undergone extensive traffic analysis. The number of trips for the DRI is capped at 2,107. Mitigation requirements of the DRI and subsequent PCD approvals have been completed. The Seminole PMDD is within the limits of the approved DRI trip threshold of 2,107.

A traffic analysis was performed as part of the Seminole PMDD to address current and future traffic issues. Traffic reports for the project are included as Reports 1, 2,6, and 9. These reports are based on the 2000 traffic analysis for the Commerce Center of Coconut Creek DRI/NOPC Analysis which established the 2107 peak hour trips (Report 8).

The Application to abandon NW 40th Street from Wochna Boulevard/NW 54th Avenue to S.R. 7 has been submitted. Traffic mitigation for the abandonment has been presented in the Seminole PMDD, which includes an alternate roadway on the north side of the Transportation Center, providing access for eastbound and westbound traffic between S.R. 7 and Wochna Boulevard/NW 54th Avenue. The traffic assigned to NW 40th Street in the original traffic study was casino-related. The abandonment of NW 40th Street and provision of an alternate east-west road did not adversely change the traffic analysis. The net effect of the abandonment of NW 40th Street is that there are no additional traffic impacts. The traffic assignments originally indicated did not change; just shifted a couple of hundred feet north. Included as part of the traffic analysis is a technical memorandum of explanation that there is no new net effect. The traffic projected to utilize NW 40th Street is primarily casino-related, and abandoning NW 40th Street would not have a significant impact in the area. Furthermore, the Master Plan provides for a replacement connection between S.R. 7 and NW 54th Avenue between the FPL easement and the Transportation Center. The roadway will be a 3-lane section and is illustrated on Exhibit 11F. A separate Technical Memorandum is included in the Report section supplementing the original traffic analysis on the abandonment of NW 40th Street.

The purpose of the abandonment is to facilitate flexibility in the design of a Retail/Entertainment Component and to provide for the safety of pedestrians in the area. The Retail/Entertainment Component has been created as a more vibrant environment to serve as the anchor for the MainStreet RAC and to provide for increased success of the retail. The Retail/Entertainment Component, associated landscaping, conspicuous displays of Green Technology and public art extends from the southern property line to the Transportation Center. The Retail/Entertainment

Component is oriented toward the east to provide connectivity and anchor the continuation of the MainStreet RAC across Wochna Boulevard/NW 54th Avenue.

Traffic circulation for the project can best be described as having two main components; with and without NW 40th Street. The existing Phase I will continue to utilize NW 40th Street. Access to the Transportation Center will be from the existing access on Wochna Boulevard/NW 54th Avenue, S.R. 7 and NW 40th Street. Phase II contains the first phase of the Transportation Center with access from the same access points but without a continuous NW 40th Street. The first floor of the Transportation Center will contain a new valet drop off and pick-up as well as providing a transit component.

The second phase of the Transportation Center in Master Plan Phase III completes the Transportation Center and provides additional parking. This phase continues the Transportation Center eastward to Wochna Boulevard/NW 54th Avenue, and includes the green technology public art display along the street frontage. Onsite traffic circulation of this PMDD is complex and is broken down into phases and operations such as valet, self parking, and bus operations. The 11C thru 11C.5 exhibits illustrate the major circulatory features of the project.

Phase III will also include a new main access point to the garage that has a 2-lane entrance and a 3-lane exit as illustrated on Exhibit 11F.2. The Wochna Boulevard/NW 54th Avenue access also includes dual left turn lanes controlled by a signal that is anticipated in the second phase of the Transportation Center. The S.R. 7 access is a minor volume access point due to FDOT regulations which will only permit right turns in and right turns out. Improvements on Phase III will also include enhancing the entrance at S.R. 7 as illustrated on Exhibit 11F.1 if approved by Florida Department of Transportation.

All roadway design/construction, pavement markings, traffic signs, parking and traffic control devices will conform to FDOT traffic design standards, City of Coconut Creek adopted engineering standards and ordinances.

The MainStreet Design Standards indicate several street types which affect the Seminole PMDD. Each of the street types is included in Table I with the requested standards for the Seminole PMDD as illustrated on the exhibits. Exhibit 11A indicates the locations of cross-sections of each of the roadway types that are providing access to the site. The cross-sections are illustrated on Exhibits 11B, 11D, 11D.1 and 11E. Exhibit 11D.1 is the typical cross section for adjacent off-site roadway obligations established by the City.

The proposed Transportation Center will include a transit facility. The facility will accommodate the local shuttle buses of the City of Coconut Creek and the City of Margate, Charter Buses, and Broward County Routes, if desired. A study was performed which analyzed a separate inter-modal transit facility and access roads (included in Report Section), which analyzed alternate locations and

access/operational considerations. Based on the analysis a separate location (SW Corner of Property) on the Seminole PMDD property is not justified. The Seminole PMDD is providing access for local shuttle buses and Broward County Routes in the Transportation Center in Phase III.

The following sections outline the Applicant's responsibilities in regard to intersection improvements and enhancements, landscaping and roadway construction. These obligations are contingent on the City's ability to acquire all necessary rights-of-way and/or easements. Below, the Applicant has identified the various intersection improvements and enhancements, landscaping and roadway improvements as they relate to the Phasing of the Applicant's Master Plan. Further, the Applicant is responsible to construct the roads identified below as permitted and/or approved by the regulatory agencies, and the City agrees to seek reimbursement for the Applicant by others for the capacity utilized by other projects on a percentage basis.

Obligations within Phasing Schedule

The phasing for this development shall occur as indicated herein, but phasing adjustments shall be allowed based upon economic and constructability conditions that may occur during the project design and development. These adjustments may include square footage, modifications in program amenities, and alternatives in what components will occur in each phase. In addition, the hotel massing and height will be allowed to be adjusted based upon design phasing alternatives, but may be developed within the maximum height indicated herein. The phasing, massing and height adjustments will be allowed to occur within the limits expressed within these standards but will not require amendments of the Seminole PMDD.

The following improvements are proposed in the following Phases:

Phase I (already approved and completed)

- No capacity improvements required except for modification of turn lanes into project.

Phase II

- Install east-west access road and greenway on the north side of the Transportation Center (Exhibit 11F)
- Abandonment of NW 40th Street and vacation/relocation of utility easements.

Phase III

Provision of turn lanes into the Transportation Center access point at the north end of the property on Wochna Boulevard/NW 54th Avenue (Exhibits 7C

and 11F.2). If signal warrants are approved for the construction of the Transportation Center signal on Wochna Boulevard/NW 54th Avenue, the signal will be included in this Phase.

Prior to the issuance of the first building permit for the Phase III improvements, as detailed in the Seminole PMDD zoning district, or in the event STOF Coconut Creek lands are taken into trust by the United States Government for the benefit of STOF, prior to commencement of construction of vertical improvements in Phase III:

- Wochna Boulevard/NW 54th Avenue, from Sample Road north to Cullum Road
    - Keep existing pavement and install landscape along edge of right-of-way. (Exhibit 11G & 11D).

- Cullum Road, from Banks west to east corner of car dealership
    - Keep existing pavement and install landscape along edge of right-of-way to corner of car dealership. (Exhibit 11G).

Prior to the issuance of a Certificate of Occupancy for any facility in Phase III, or in the event STOF Coconut Creek Lands are taken into trust by the United States Government for the benefit of STOF, prior to the commencement of operations in any facility in Phase III:

- Study of S.R. 7/Sample Road
  The Applicant agrees to evaluate the S.R. 7 and Sample Road access to the property.

    - Fund an amount not to exceed $150,000 for an arterial grade separation modification analysis to determine the necessity, feasibility and permitability of a ramp system from Sample Road/S.R. 7 to facilitate access to the project.

- Cullum Road from Banks Road to Wochna Boulevard/NW 54th Avenue, construct with proposed 80' right of way with median. (Exhibits 11D.1 and 11G).

- Intersection Improvements by installing traffic signals at the following locations as warranted (Exhibit 11G):

    - Wochna Boulevard/NW 54th Avenue and 40th Street
    - Garage access at Wochna Boulevard/NW 54th Avenue
    - Sample Road and Wochna Boulevard/NW 54th Avenue

- Traffic circle at Wochna Boulevard and NW 54th Avenue and Cullum Road.

- Buttonhook improvements at S.R.7/441 (Exhibit 11G).
- Greenway improvements (Exhibit 11G), including:
    - Northwest corner of property south to the southwest corner of property.
    - Northwest corner of property east to the northeast corner of property.
    - Cullum Road from Banks Road to Wochna Boulevard/NW 54th Avenue.
    - East-West from S.R. 7 to NW 54th Avenue.

Sidewalk/Landscape and enhancements (Exhibit 11G)

- Northeast corner of property south to NW 40th Street.*
- Southeast corner of property north to NW 40th Street.*
- Cullum Road from Wochna Boulevard/NW 54th Avenue to Car Dealers.
- Intersection gateways on Wochna Boulevard/NW54th Avenue at Sample Road, NW 40th Street and Cullum Road.
- Cullum Road from Wochna Boulevard/NW 54th Avenue to Banks Road.
- NW 40th Street from Wochna Boulevard/NW 54th Avenue to Banks Road.

* No later than 5 years after Phase II.

Water and Wastewater

The Seminole PMDD is serviced by the City of Coconut Creek for potable water and wastewater. Exhibit 13 illustrates the schematic location and size of potable water infrastructure. Wastewater infrastructure is illustrated in Exhibit 14. Proposed utility relocations and facility upgrades to service the Seminole PMDD and adjacent properties are required with the abandonment of NW 40th Street as illustrated on Exhibit 15. The anticipated water and wastewater generated by the project is shown in Table 2.

Broward County's 2A Water Treatment Plant (2AWTP) provides water to the City of Coconut Creek. As of October 19, 2006, the plant's permitted capacity is 30.00 million gallons per day (MGD), with a two-day maximum day flow of 20.98 MGD, and a committed capacity maximum day flow of 0.30 MGD, for a total of 21.28 MGD. The combined permitted capacity of the 2A and North Regional Wellfield is 23.00 MGD. Current projections indicate that the capacity of 2 ASTD should be sufficient until September 2019. Broward County's North Regional Wastewater Treatment Plant (NRWWTP) provides wastewater treatment for the City of Coconut Creek. The level of service standard for the NRWWTP is average day flow. As of October 12, 2006, the two-year average day flow of the NRWWTP is 75.52 MGD, with prior commitments of 2.51 MGD, for a total of 78.03 MGD. The current capacity of the NRWWTP is 84.00 MGD, with projected capacity of 100.00 MGD available by end of 2007. Current expansion costs are estimated at approximately $120.5 million which is being financed by a combination of user fees and the sale of revenue bonds. Current projections indicate that the expanded NRWWTP should be

sufficient beyond 2020. A water and wastewater agreement with the City currently exists for Phase I. Amendments to the agreement will be made to provide for additional Phases of the project. Water and wastewater agreements will be executed and impact fees paid prior to approval of building and engineering permits.

Future demands might require improvements if demands exceed capacity. Future phases have identified the possibility of a new lift station as indicated on Exhibit 15**.** All improvement costs will be the responsibility of the applicant.

Except for approximately 330 feet of wastewater (sewer) gravity main line (including manhole) located at the intersection of NW 54th Avenue and NW 40th Street running west on NW 40th Street, all utilities, including but not limited to related infrastructure and appurtenances in the present and proposed Trust lands will be owned and maintained by the applicant. The specific 330 foot segment will remain public with adequate easements and all rights that go with a public utility until such time as the private wastewater system is installed and/or completed. All water mains and wastewater collection systems will be constructed and installed in accordance with appropriate regulations as required by:

- City of Coconut Creek Utilities and Engineering Standards and Ordinances;
- Broward County Health Department; and
- Broward County Environmental Protection Department.

In case of conflicts between governmental regulations and standards, the most stringent requirements shall govern.

All new easements for City utilities shall be approved by the City Commission and recorded.

All water mains on Trust and non-Trust lands shall be looped as directed by the City. Any water main line that ends with a service line or fire line shall not be accepted as being looped.

Reclaimed water will be utilized for irrigation. Until reclaimed water lines are adjacent to the site, lake water will be utilized for irrigation.

All on-site water and sewer facilities serving the site are to be private. Except for approximately 1,100 LF of 12 inch watermain located on the west perimeter of Tract C and west and south perimeter of Tract B.

Table 2
Seminole PMDD Water and Wastewater Generation
Based On Equivalent Residential Unit Factor

Use	Number of Units	Water (gpd/uni	Water (gpd)	Sewer (gpd/ur	Sewer (gpd)
Phase I					
Marketplace to Remain (Restaurant)	288 seats	37.5	10800	30	8640
Marketplace to Remain (office)	9000 sf	0.25	2250	0.2	1800
Total Phase I			**13050**		**10440**
Phase II (Garage -no usage)	----	----	----	----	----
Total Phase II			**----**		**----**
Phase II					
Garage – No Usage					
Retail	16,000 sf	0.25	4,000	0.2	3,200
Total Phase II			**4,000**		**3,200**
Phase III					
Food/Restaurants (<24 hrs)	1,290 seats	37.5	48,375	30	30,700
24 Hr. Coffee Shop	6250 sf	0.625	3906	0.5	3125
Bars / Lounge	1,150 seats	25	28,750	20	23,000
Seating/Entertainment	3,050 seats	25	76,250	20	61,000
SPA (Health Club)	30,000 sf	0.385	11,550		10,500
Convention/Business Center	66500 sf	0.25	16625	0.2	13300
Retail	79,000 sf	0.25	19,375		15,500
Total Phase III			**204,831**		**165,123**
Phase IV					
Back of House	0	0	0	0	0
Phase V					
Hotel Rooms	Up to 1,000	187.5	187,500	150	150,000
Hotel Lobby/Office/BOH	57,594	0.25	14,398	.2	11,518
Total Phase V			**201,898**		**161,518**
Grand Total			**423,779**		**349,283**

Notes:

- Per Coconut Creek, Water Demand calculated as 1.25% of wastewater flow which indicates 80% of potable water becomes a wastewater flow and 20% of potable water does not return as a wastewater flow.
- BCEPD Usage rates for sewer (from Section 27-201 Broward County Ordinances).
- All flows average daily.
- Data Table is for Planning Purposes Only.
- Uses on Trust Property not in PMDD.
- Back of House uses not included, considered support only - rates included in individual uses.

Drainage

This project is within the Cocomar Water Control District and is subject to the District's requirements. Currently, there is a master permit issued by South Florida Water Management District for the Commerce Center of Coconut Creek, which includes the Seminole PMDD lands. There are existing lakes in the Seminole PMDD which will need to be redesigned to accommodate the proposed Master Plan, which will need to be permitted by the appropriate agencies. A Pre-Post Drainage Analysis was done based on the Seminole PMDD Master Plan and requirements for other properties within the Commerce Center Plat and existing permit. The Master Drainage Plan provides for additional retention areas and construction of a new lake within the Drainage Basin. An overall Revised Master Drainage Plan will be submitted for permitting to the review agencies. The Master Drainage Plan will be implemented in phases as required for Development Impacts. The existing drainage facilities are indicated on Exhibit 14.

A modification to the conceptual surface master water management plan has been submitted to Broward County and the SFWMD will be pursued for the entire Commerce Center. The proposed plan provides adequate drainage for all owners pursuant to the current permit requirements and building area. The first modification to the existing permit will be for additional drainage at the southern end of Tract B.

The on-site system shall be designed to discharge into the Cocomar Water Control District public drainage system. All drainage improvements will be designed and constructed in accordance with Broward County, City of Coconut Creek and South Florida Waste Management District Rules and Regulations.

All on-site drainage infrastructure and related appurtenances will be private. Regulatory agencies will have the right to inspect systems to ensure public welfare and safety.

All drainage designs and improvements will incorporate measures for erosion control, sediment control, and include storm water pollution prevention plans as required by the following agencies:

- City of Coconut Creek
- Broward County
- South Florida Water Management District
- Cocomar Water Control District
- Florida Administrative Code

Final design plans and computations will be submitted to the City at the time of final Engineering Plans submittal for permit.

Solid Waste

The solid waste provider for this project is All Service Refuse Company. As part of the MainStreet and LEED requirements, a recycling program will be instituted to reduce landfill requirements and promote environmental issues. It is anticipated that solid waste generation from the Seminole PMDD will be as follows in Table 3.

Table 3
Seminole PMDD Solid Waste Generation

Use		Solid Waste Rat	LBS/Day
Phase I			
Restaurant –	24,880 SF	4 LB/100SF/Day	995
Bar –	1,000 SF	4 LB/100SF/Day	40
Office -	9,020 SF	1 LB/100SF/Day	90
Total Phase I			**1,125**
Phase II			
Parking Garage	**N/A**	**N/A**	**N/A**
Retail	**16,000 SF**	**4 LB/100SF/Day**	**640**
Total Phase II			**640**
Phase III			
Retail-	57,000 SF	4 LB/100SF/Day	2,190
Food/Beverage –	67,750 SF	4 LB/100SF/Day	2,710
Seating/Entertainment – Convention/Business Center	106,500 SF	3 LB/100SF/Day	3,595
Total Phase III			**8,495**
Phase IV			
Back of House	0	0	0
Phase V			
Hotel - Rooms	Up to 1,000	3LB/Room/Day	3,000
Total Phase V			**3,000**
Grand Total			**13,260**

Note: 1. Hotel includes all ancillary uses.
2. Uses on Trust Property not in PMDD
3. Phase IV generation calculated in phase uses
4. Data table for planning purposes only.
5. Back of House uses not included, considered support only - rates included in individual uses.

Utilities

All utilities within the Seminole PMDD will be underground. Site Plan applications will include placing utilities underground as per Ordinance 2005-032. Any development in the PMDD shall be subject to underground placement of utilities per City Code of Ordinances and shall be completed as required as outlined in the PMDD. The major FPL transmission lines will remain on the north portion of the property. Natural gas has been extended to the site from S.R. 7 to NW 40th Street.

It is the intent to locate all new utilities in areas which will not conflict with landscape requirements to the extent practical. Unlike the un-built portion of the MainStreet, the Seminole PMDD has to work within the constraints of existing facilities, which requires flexibility working within utility easements.

Abandonment and platting of NW 40th Street will vacate the 15-foot utility easements on both sides of the right-of-way. As a result of the vacation, communication/electrical and gas utilities will need to be relocated or placed in new utility easements. It is anticipated that a new main telecommunication, water, and electricity, would be relocated to both the north east-west access roadway and to the access road along the north side of the Transportation Center. The utility analysis indicates facilities and lines will need to be upgraded and proposed utility relocations which are illustrated on Exhibit 15.

It is the Applicant's intent to make water and sewer private on-site. To ensure public welfare and safety, the City or its agents shall have unrestricted access to all lands (Trust and non-Trust) owned by the Applicant having utilities connected to the public network to inspect structural, biological, ecological and operational integrity of water, wastewater and drainage systems or cause to alter or modify said systems at no cost to the City to minimize or eliminate potential for contamination. The Applicant will provide all records that may be deemed necessary to comply with the requirements of all regulatory agencies having jurisdiction. All utilities will be designed in accordance with adopted standards from permitting agencies. The City will continue to have responsibilities to inspect, regulate, install, and maintain the public system for health, safety and welfare of the public in relations to water and sewer utilities.

H. Fiscal Impact Analysis

The proposed building improvements, increased employment and anticipated expenditures within the City of Coconut Creek will have a tremendous positive fiscal impact. Table 4 estimates the revenues generated.

Table 4
Fiscal Impact Analysis

	Proposed Employment	**Estimated Value of Improvements**	**Building Permit Fees**	**Ad Valorem Tax Revenues**
PMDD Master Plan	2200	$375 million	[1] $6.3 million	[2] $6.440 million

1. Based on estimated structural base fee.
2. Based on Broward County Property Appraiser Estimates.

There are no municipal costs for recreation facilities since this is a commercial project. Utility services are available to the project and no additional costs are anticipated for service to the new development. Any projected costs will be offset by the projected revenues and construction of facilities by the Applicant.

I. Public Safety Plan

This Seminole Coconut Creek Public Safety Plan has been prepared as part of the zoning process to identify major public safety features in the Master Plan and to identify commitments to be included in the future as part of Site Plan approvals. It is intended that individual detailed plans would be prepared as future phases of the project are developed and submitted for Site Plan approval which will comply with current NFPA Regulations.

The scale of the Master Plan can only illustrate major features, and indicate proposed locations of commitments. The Master Plan does not include any precise interior building improvements, but approximate locations of major components. Individual commitments will be indicated with specificity on future Site Plans for submittal and coordination with the appropriate City public safety department.

More detailed description on how the Public Safety Plan functions through development phases is included in the attached Report 7.

IV. SUSTAINABLE AND GREEN COMPONENTS

The MainStreet Design Standards shall at the minimum require all buildings be certified by the Florida Green Building Council (FGBC) or LEED Certified by the United States Green Building Council (USGBC). The Seminole PMDD is unique in that it surrounds trust land that is not subject to the MainStreet Design Standards. The building on the trust property cannot be LEED certified due to indoor air quality issues associated with the allowance of smoking.

The project has attempted to meet or exceed the LEED criteria where feasible. Attached under Reports is a LEED analysis of the project, including a work sheet indicating the proposed level of compliance. The project will realize at least 26 points from the LEED rating scale. The attached worksheet highlights the points currently being targeted. The hotel will also be registered with the Florida Green Lodging Program.

Conspicuous displays of Green Technology/Public Art are intended throughout the public spaces. Report 4 identifies potential alternatives and locations.

The PMDD will commit to 1.5% not to exceed $5.6 million of the budget for Green Technology and Art to demonstrate the commitment to the concepts outlined.

The basic Green Technology and Public Art principles which are being considered for the Seminole PMDD are:

- Solar PV Canopies
- Living Facades
- Exterior Gardens and Living Walls
- Interior Gardens
- Floating Gardens
- Green Transportation (bicycles, car chargers, car share, etc.)
- Sculptural Elements (eco-art)
- Shade Structures
- Exterior Sculptural Water Elements
- BioRetention
- Rainscapes
- Retention Ponds and Edges
- Water Storage Concepts
- Native and Low Water Landscapes
- Green Roofs
- Hardscape (permeability, albedo)
- Heat Recovery
- Green Materials and Furniture
- Green Transportation (bicycles, car chargers, car share, Etc.)
- Signage and Interpretation

Report 4 more fully describes these principles and possible locations.

The MainStreet Standards provide for the utilization of Green Rooftops. The Seminole PMDD proposes to incorporate Green Rooftops by three methods as illustrated in Exhibit 16. Based upon the proposed illustrated Seminole PMDD design guidelines extensive Green Roofs and Technology will be provided meeting the intent of the standards.

V. PMDD PROCEDURES AND REQUIREMENTS

The Seminole PMDD requires both Planning and Zoning Board and City Commission approval for the overall PMDD Master Plan, Site Plan phases; vacation of utility easements; and abandonment of 40th Street. Implementation of the Seminole PMDD will require additional permitting from the City to proceed with these approved items such as engineering approvals and permitting for infrastructure upgrades and roadway improvements; engineering and construction approvals and permits for building improvements; and replatting to account for vacation of easements and abandonment of 40th Street. Permitting or authorization will also be required from other governmental entities, for modification of the drainage system, platting, and abandonment of easements.

The Project is proposed in five Phases. Phase I contains the Marketplace and corporate offices, which were previously approved and have been completed.

Phase II has been submitted for site plan approval concurrently with the PMDD. The phasing for this development shall occur as indicated herein, but phasing, design or plan adjustments shall be allowed based upon economic and constructability considerations that may occur during the project design and development. The phasing, design or plan modifications will be allowed to occur within the limits expressed within these PMDD standards but will not require amendments of the Seminole PMDD, provided that such modifications do not exceed the height limitations, development densities and approved levels of service set forth herein. These modifications may include square footage, modifications in program amenities and alternatives in what components will occur in each phase. In addition the hotel massing and height will be allowed to be adjusted based upon design phasing alternatives, but may be developed within the maximum height indicated herein.

VI. DEDICATION/MAINTENANCE

The Seminole PMDD area is under the control of a single entity, as shown in Report 5, the Unified Control Agreement. The Seminole PMDD area will be the perpetual maintenance responsibility of the Applicant and its assigns. Maintenance responsibilities include: Greenways, landscaping and other public areas within the Seminole PMDD.

Easements for access by the public to the east-west roadway and greenways will be provided when constructed.

VII. CONCLUSION

The Seminole PMDD will facilitate development of a major project in the MainStreet RAC. The Seminole PMDD will be developed in Phases based on a Master Plan for the project. The Seminole PMDD embraces the MainStreet Design Standards and sets the development criteria for the project. The Seminole PMDD has incorporated extensive commitments in the areas of displays of conspicuous Green Technology, Public Art, superior open spaces and improvements to surrounding infrastructure. The project will act as the anchor for the MainStreet Area and establish a foundation for future developments in MainStreet, thereby producing a positive impact to the City.

TABLE 1: PMDD DESIGN STANDARDS

MAINSTREET DESIGN STANDARDS	PMDD	JUSTIFICATION
STREETSCAPE REQUIREMENTS		
Benches: Benches shall be comfortable to sit. To discourage users from sleeping, benches longer than four (4') shall have central armrests. Metal benches shall be coated to protect users from heat. Recycled materials are preferred.	Standard incorporated	
Bike Lanes: Where indicated, there shall be right of way dedicated exclusively to bike traffic. Unless otherwise noted, all bike lanes shall be four (4) feet wide.	Standard incorporated for new roadway construction. NW 54th Ave improvements are exempt.	NW 54th Ave is to be repaved within existing ROW. Greenway provides alternative bikeway.
Bike Racks: Bike racks shall be an integral component of the streetscape on commercial streets and shall be placed at regular intervals to provide convenient access to area residents and patrons. Placement of bike racks (including secured bikes) shall allow for safe storage maneuvering and minimum sidewalk clearances as specified under the requirements for each street type. Racks shall be aligned with other streetscape elements such as street furniture, landscaping, etc. Bike racks shall be securely anchored and shall allow for the bicycle frame and front wheel to be secured to the rack using a standard U-shape shackle lock.	Standard incorporated	
Buffers: Where allowed, surface parking lots shall have a buffer consisting of hedges, trees, walls, fences, or a combination thereof. A living barrier shall be a minimum of 4 feet wide at its narrowest point and is a minimum of three feet above finished grade. It shall be continuously planted with a hedge or shrubs spaced a maximum of 30" apart. A non living buffer shall consist of a wall that is a minimum of three above finished grade. Regardless of type of buffer chosen one tree shall be planted every 35' or less.	Standard incorporated	
Bulb-outs: All parallel parking spaces adjacent to an intersection shall be replaced with a curbed landscaped area of the same width, planted with shrubs and one tree. Unless otherwise noted, all trees shall be the same species for the length of the street.	Bulb-outs eliminated in PMDD	Not included for the following Reasons: • Impedes traffic movement which is paramount in the PMDD • Proposed City standards for off-site roads do not include parallel parking
Continuous Trenches: Continuous trenches are encouraged as a method of planting street trees that result in a look that is similar to standard methods but allows more room for tree root systems, resulting in longer life for the trees. They are composed of a trench approximately 30" deep and six (6) to eight (8) feet wide that runs continuously parallel to the curb. It is filled with structural soil and then covered with geotextile, a base course, and paving. Openings are left for trees and shrubs, which are planted at intervals within the trench.	Standard incorporated	
Emergency Vehicle Access: The future street grid shall be coordinated with authorities having jurisdiction to ensure adequate emergency vehicle access.	Standard incorporated	
Parallel Parking: Where indicated, parallel parking shall consist of parallel parking spaces 8' wide by 20'. Parallel parking shall be built with pavers.	Parallel parking not proposed in PMDD	Not included for the following Reasons: • Impedes traffic movement which is paramount in the PMDD • Proposed City standards for off-site roads do not include parallel parking
Pavers: Pavers improve drainage and help reduce stormwater runoff. They are easy to replace when damaged, and provide easier access to utilities. They are decorative and shall be used to define space and the relative scale varying street types. Pavers must be set on a porous surface and be placed with a joint of a least 1/8" between pavers. Interlocking pavers without spacers are not permitted. Pavers must include at least 25% recycled content.	Pavers must achieve long-term infiltration rates of at least 1.0 inch per hour. Pavers contain recycled content.	Modified for the following reasons: • The 1/8" joint requirement bars some effective systems and doesn't allow for future advances in technology. Achieving a specific infiltration rate allows for greater product selection. • Pavers with 25% recycled content not available.
Plant Beds: Plant beds shall consist of a minimum depth of thirty (30) inches of soil and shall be planted with shrubs or ground cover such that coverage will be 100% within six (6) months of planting. Plant beds must have a minimum width of five feet six inches (5' 6"). All plant material and planting specifications shall follow Coconut Creek Code of Ordinances. Underground utility lines shall be kept clear of plant beds.	Standard Incorporated	
Porous Paving: Porous paving reduces runoff and if installed atop a porous reservoir helps to filter pollutants from runoff. It can be used in parking lots, along canal type streets where there is little or no vehicular access. Porous paving consists of open-graded angular aggregate, approximately 3/8" in size, sorted to exclude fines and bound with an asphaltic, Portland cement, or epoxy binder and must be installed on top of a porous reservoir consisting of stone or gravel enclosed in filter fabric.	Standard Incorporated where appropriate	

TABLE 1: PMDD DESIGN STANDARDS

MAINSTREET DESIGN STANDARDS	PMDD	JUSTIFICATION
STREETSCAPE REQUIREMENTS		
Recycling: Recycling receptacles for all materials that are collected by the contracted recycling company shall be provided adjacent to all trash receptacles. At a minimum, two materials shall be recycled. The style of all trash and recycling receptacles shall match.	Standard Incorporated	
Structural Soil: Structural Soil consists of a mix of crushed stone (3/4 to 2 inches in diameter) and clay loam which is sometimes amended with nutrients or binders. The stone provides stability to install paving on top, but retains enough soil-filled spaces to allow for root penetration even when compacted. It is also called engineered soil. (CU-Structural Soil or similar.)	Standard Incorporated	
Travel Lanes: All vehicle travel lanes shall be eleven (11) feet wide.	Standard incorporated except for NW 54th Ave and Cullum Road West of NW 54th Avenue.	• Existing Right-of-Way and lane configuration to remain. Requirement for 11 foot lanes to be utilized on new roads only.
Signage: Street Signage shall be aluminum or galvanized steel. The lettering shall be clear and easy to read and shall be reflective. Text and edges shall be extruded. U-channel sign posts shall not be used. All street signs throughout the district shall be of a consistent style. The scale of the signage shall vary by street type to define hierarchy. • Decorative: 6" extruded reflective • Large-Scale Decorative: 9" extruded reflective	Standard Incorporated	
Lighting: Lighting shall meet and not exceed the recommended levels set by the Illuminating Engineering Society (IES). No light shall be emitted above the horizontal (90 degrees). External signs, including advertising and building identification, shall be lit by fully shielded top mounted fixtures. Flags, statues, and other items requiring uplighting shall employ a narrow cone of light to minimize spill and glare. Lumens per watt shall be a minimum of 100 LPW. All street lighting throughout the district shall be of a consistent style. The scale of the lighting shall vary by street type to define hierarchy and properly illuminate streets of different widths. • **Banner:** Cross arms for a banner or hanging basket shall be added to designated lighting type. • **Combination Lighting:** Post top luminaire (street lighting) with two cross arms, one for a banner and one for a pedestrian light (pedestrian lighting). Shall not exceed twenty (20) feet in overall height. • **Pedestrian Lighting:** Smaller-scale post top luminaire. Shall not exceed (15) feet in overall height. • **Street Lighting:** Larger-scale pot top luminaire. Shall not exceed twenty (20) feet in all height.	Standards Incorporated, External signs may include LED illumination.	
Invasive Plants: No plants on the Florida Exotic Pest Council (FLEPC) Category I or Category II lists of invasive species shall be used. **Native Plants:** Native plants offer many benefits over exotics. They flourish in Florida's harsh climate and often have fewer nutritional watering needs when compared to exotics. They provide habitat for native wildlife and visually project an image that is uniquely Floridian. At least 50% off all species selected shall be native. **Water Use:** Selecting plants with lower water use needs is encouraged. South Florida Water Management District (SFWMD) rates many native and non-native plants for water efficiency. At least 50% of the species selected shall be rated for medium or low water usage, with the exception of aquascaping plants. Additionally, at least 50% of the quantity of plants installed shall be rated for medium or low water usage by the SFWMD	Standard Incorporated	

TABLE 1: PMDD DESIGN STANDARDS

MAINSTREET DESIGN STANDARDS	PMDD	JUSTIFICATION
STREETSCAPE REQUIREMENTS		
Type B Street – Lyons Road Entrance – 120 ft. right-of-way 4 travel lanes of 11' each & 20' median. NW 40th Street From S.R. 7 to NW 54th Street	**Phase I** Propose to utilize existing right-of-way with a 2 lane cross section including turn lanes and landscape median. See exhibit 11B for criteria. **Phase II** NW 40th Street is to be abandoned, all standards to be eliminated.	**Phase I** This phase is a short term design that provides MainStreet Design principles to enhance the streetscape. The design provides for improved traffic flow, enhanced pedestrian environment, lush landscaping and functions for the amount of development proposed. **Phase II** With the abandonment of NW 40th Street this type street is eliminated within the PMDD. Existing conditions to be treated as internal access roadway.
Sidewalks: Sidewalks shall be sixteen (16) feet wide including plant beds or a continuous trench. Plant beds shall be located adjacent to the parallel parking. At a minimum, one five (5) by five (5) feet plant bed with at least one tree or palm shall be provided for each on-street parking space. Pedestrian access shall be provided from every parking space to the sidewalk with the use of a paver path. A minimum eight (8) feet continuous width of sidewalk shall be maintained free of any obstructions, or any temporary or permanent structure.	Standards Incorporated, except for parking references, which are eliminated.	
Parallel Parking: To be placed between the sidewalk and the bike lane on both sides of the street.	All Standards Eliminated	Type B Street to be abandoned
Bike Lane: To be placed between the parallel parking and the travel lane on both sides of the street.		
Median: The median is twenty (20) feet wide.		
Pedestrian Crossing: Ten (10) feet wide paved band with concrete divider at major intersections.		
Pavers: To be placed at sidewalks, parallel parking, pedestrian crossings and at intersections with type A, C, or F.		
Shrub/Groundcovers: Coverage not to be less than forty percent (40%) in all pervious areas.		
Palms: In sidewalk plant beds, no more than twelve (12) feet on center.		
Shade Trees: At bulb outs. In median no more than thirty (30) feet on center.		
Accent Trees: Two (2) rows in median, no more than twenty-five (25) feet on center. In sidewalks plant beds, no more than fifteen (15) feet on center.		
Site Furniture: Benches: Along sidewalks, spaced no more than 300 feet apart on each side of the street and in the median under shade trees.		
Trash/Recycling: One on each side of the major roadway at every intersection.		
***Newspaper Stand*:** Not to exceed one grouping in a unified dispenser on each side of the street every 600 feet.		
Lighting: Combination.		
***Street Signage*:** Large scale decorative.		
Awnings: Awnings, hood, canopies or marquees may project a maximum of 8' feet into the Right-of-way.		

TABLE 1: PMDD DESIGN STANDARDS

MAINSTREET DESIGN STANDARDS	PMDD	JUSTIFICATION
STREETSCAPE REQUIREMENTS		
Type D Residential Street – 60 ft. of Right-of-Way 2 travel lanes of 11 ft. each. NW 54th Avenue from North to South property lines.	The PMDD proposes to utilize the existing 80 feet Right-of-Way for NW 54th Avenue, from Cullum Road to south property line in accordance with Exhibit IID. Off site required improvements to Cullum Road from NW 54th Avenue to Banks Road and NW 40th Street from NW 54th to Banks will be to City approved standards illustrated on exhibit IID.I and will include MainStreet standards for hardscape, plant locations and site furniture.	Existing infrastructure is in place for a 4 lane road. Based on projected traffic the MainStreet Standard of 2 lanes is not appropriate. It is proposed that a dual left turn lane be constructed into the garage at the north end of the property in Phase III which will require additional ROW. Obligations for new roadways will be constructed to Exhibit 11D.1, if additional row is provided in accordance with agreements.
***Sidewalks*:** Sidewalks shall be eleven (11) feet wide including plant beds or a continuous trench. Plant beds shall be located adjacent to the parallel parking. At a minimum, one five (5) by five (5) feet plant bed with at least one tree or palm shall be provided for each on-street parking space. Pedestrian access shall be provided from every parking space to the sidewalk with the use of a paver path. A minimum five (5) feet continuous width of sidewalk shall be maintained free of any obstructions, or any temporary or permanent structure.	Alternate standards of a 15 foot Landscape Setback. As illustrated on Exhibit 11D and 11D.1	Proposed City Design.
Parallel Parking: To be placed between the sidewalk and the bike lane on both sides of the street.	Eliminated	Proposed City Design.
Pedestrian Crossing: Six (6) foot wide paved band with concrete divider at major intersections.	Standards Incorporated	
Pavers: To be placed at parallel parking, and pedestrian crossings.	Eliminated at parallel parking	No Parking on typical section.
Shrubs/Groundcovers: Coverage not to be less than forty percent (40%) in all pervious areas. Shade trees at bulb outs.	Standards Incorporated except at bulb outs	
Accent Trees: In sidewalk plant beds, no more than fifteen (15) feet on center	Standards Incorporated	
Lighting: Pedestrian.	Standards Incorporated	
Street Signage: Decorative	Standards Incorporated	
Type E Residential Canal – 60 ft. Right-of-Way located in middle of tract B and C	To be Eliminated.	Not consistent with Resort Hotel and Entertainment Complex
Sidewalks: Sidewalks shall be eleven (11) feet wide including plant beds or a continuous trench. Plant beds shall be located adjacent to canal parking and adjacent to the Right-of-Way line to create a leasing rhythm. A minimum of 5 feet continuous width of sidewalk shall be maintained free of any obstructions, or any temporary or permanent structure.	All Standards Eliminated	
Bike Lane: Shall be incorporated into sidewalk		
Median: Canal		
Pedestrian Crossing: Pedestrian bridges shall be provided at mid –block.		
Pavers: To be placed at walkways, bridges.		
Shrub/Groundcovers: Coverage not to be less than forty percent (40%) in all pervious areas.		
Palms: In sidewalk plant beds, no more than twelve (12) feet on center		
Accent Trees: In sidewalk plant beds, no more than twelve (12) feet on center		
Site Furniture: Benches: Along sidewalks, every 300 feet.		
Lighting: Pedestrian		
Street Signage: Decorative		
Frontage Road: (Perimeter) Greenway ***Total Greenway 28 ft.*** ***Along S.R. 7 and Sample Road.***	Greenway to be located on the east side of the access road, from Sample Road to North Property line. All standards are incorporated see exhibit IIE. Additional Bio-swale areas will be incorporated into the design to further enhance the environmental systems. A secondary greenway will also be incorporated within the FPL transmission lines, but will not meet MainStreet Standards due to FPL and drainage district requirements.(See Exhibit 11E)	East-west secondary greenway is secondary to the perimeter greenway and a smaller path is justified. Based on design constraints from agencies, landscape will be reduced, however the path is open to a large expansive adjacent open space. FP&L and drainage districts will need to be able to utilize a portion of the pathway for maintenance.
Pathway: Provide minimum of 12 feet in width, shall be concrete with use of pavers. Pavers shall be light colored/high-albedo with a solar reflectance index $(SR1)^2$of at least 29the district.	Standards Incorporated for the frontage road. The east-west greenway will have a minimum of 6 ft and contain portions that are 12 ft.	Based on availability and permitability within the lake drainage easement and FPL easement the width will vary, with emphasis on where connections are feasible to other greenways of 12 ft.

TABLE 1: PMDD DESIGN STANDARDS

MAINSTREET DESIGN STANDARDS	PMDD	JUSTIFICATION
STREETSCAPE REQUIREMENTS		
Vertical Clearance: ten (10) ft. of vertical clearance shall be maintained between pathway and frontage roads. This is to provide adequate overhead clearance for cyclists and DSA safety measure for visibility.		
Lighting: Pathways shall be lit with pedestrian lighting and lighted billboards as necessary and appropriate.	Standards Incorporated	
Shrub/Groundcover: Coverage not to be less then forty percent (40%) in all pervious areas. Height of shrubs shall not exceed 30 inches between pathway and frontage roadway to maintain clear visibility for safety.		
Palms: to be used in addition to shrubs and accent trees requirements, but not As a replacement.		
Shade Trees: No more than thirty (30) ft. on center between pathway and frontage roadway.		
Accent Trees: A minimum of one per 700 square feet shall be provided.		
RIGHT-OF- WAY AND TYPICAL SECTIONS		
Type B – 120 ft. Right-of Way (NW 40th Street) • Sidewalks – 2 at 16 ft. • Parallel Parking – 2 at 8 ft. • Bike Path – 2 at 4 ft. • Travel Lanes – 4 at 11 ft. • Median – 20 ft.	***Type B -*** Existing 45 to 60 feet Right-of Way to remain, in Phase I and II, See exhibit 11B. Abandonment submitted for NW 40th Street would eliminate requirements in Phase II from SR 7 to NW 54th Street. An alternative 80 ROW is proposed for NW 40th Street from NW 54th Avenue to Banks Road	Alternative right-of-way section proposed. Large expansive right-of-way in existing platted developed area not practical. Phase II eliminates roadway.
Type D – 60 ft. Right-of-Way (NW 54th Avenue) • Sidewalks – 2 at 11 ft. • Parallel Parking – 2 at 8 ft. • Travel Lanes – 2 at 11 ft.	***Type D -***, Existing 80 feet Right-of-Way to remain, for NW 54th Avenue. See exhibit 11D for design standards. and Cullum Road from NW 54th Avenue to Banks Road, see Exhibit IID.I.	***Type D Street -***Character of the street will not be residential as originally envisioned. NW 54th Avenue will function as a commercial corridor and existing roadway is justified.
Type E – 60 ft. Right-of-Way (Interior Area) • Sidewalks – 2 at 11 ft. • Canal – 38 ft. ***Type f – 60 ft. Right-of-Way (Cullum Road)*** • ***Sidewalks – 11 ft. wide*** • ***Bike path – 2 at 4 ft.*** • ***Travel lanes – 2 at 11 ft.*** • ***Greenway – 19 ft.***	***Type E -*** To be eliminated **Type F** – Existing road design to remain from NW 54th Ave to SR 7. Landscaping and turn lanes to be added if ROW/easements are acquired. Cullum Road from NW 54th Ave to Banks Road is proposed to vitalize alternative ROW standard on Exhibit IID.I if ROW/easements acquired.	***Type E Street -*** The MainStreet Canal and Residential use within the proposed PMDD is inconsistent with the Resort Hotel and Entertainment complex proposed.
Frontage Road Greenway: • Total Greenway – 28 ft. • Minimum Pathway – 12 ft. • Minimum separation between Trail and Frontage Road – 8 ft.	**Frontage Road** Standard Incorporated for West perimeter access road. Alternative proposed for east-west greenway. See Exhibit II.E.	
PLAZA AND OPEN SPACE REQUIREMENTS		
• Provide easy access to plazas by creating clear paths and well marked crosswalks. • Provide a variety of seating and viewing opportunities. • Encourage programmed uses in plaza such as places for outdoor performances and vendors. • Provide shade through the native landscaping. Landscaping shall cover at least 30% of the plaza to aide in the reduction of heat islands. • Where appropriate, provide butterfly attracting gardens as described in Streetscapes, Section 6. • Design plazas to take advantage of breezes and incorporate water • features, both for cooling and visual interest • Provide 1 linear foot of seating for each perimeter linear foot of the plaza. 50% of this seating may be provided through the use of retaining walls, planter edges, steps and other similar items. • Movable chairs should be considered to add flexibility and encourage group use. • Incorporate a large percentage of pervious materials to reduce stormwater runoff. • Include public art in the plaza. • Incorporate open space components as an integral component of SUDS. • Utilize open space components to buffer the existing wetlands. Use native landscape as provided in Section 6.6.	Standards are incorporated. • Landscape adjacent to property line not facing right-of-way is only 5 feet if adjacent property has hedge.	• Duplication of landscape strip not necessary

MAINSTREET DESIGN STANDARDS	PMDD	JUSTIFICATION
BUILDING DESIGN BASED ON MS-T REQUIREMENTS		
Density and Height; • Maximum Density: 40 units x gross lot acres. • Maximum Building Height: 10 stories or 120 ft., whichever is less. Building height may exceed 10 stories for properties adjacent to the State Road 7 overpass based on superior building design including but not limited to Green Building Certification and increased Public Plaza space. • Maximum FAR: Mixed-use developments per development block: 2.0 x gross lot area. Single use developments per development block: .8 x gross lot area.	• Maximum building height for the Hotel is 275 feet. Does not include roof or architectural features. • Transportation Center Building height is 100' to the top garage floor. Stair towers, parapet walls and architectural features are not included in the height measurement. • FAR requirements are not appropriate with the scale of this PMDD and are eliminated.	The proposed scale of the project cannot be accomplished with a FAR ratio of 2.0, and are not appropriate for the proposed uses. Buildings in the MS-T District adjacent to S.R. 7 overpass may exceed the height based on superior building design which includes; superior design or increased public plaza space and Green Building Certification. The 275 feet height limit is to permit flexibility in the final building design to provide stepping and massing refinements. The proposed Hotel complex provides an exceptional amount of open space and will be registered in the Florida's Green Lodging Program. The complex has incorporated extreme displays of conspicuous green technology throughout the site as a commitment to demonstrating superior design and public spaces (see Section IV). The height of the hotel does not include roof or architectural features above the height limit. Density eliminated since there is no residential.
Uses: 2 residential, Public and Private Schools, and 47 commercial uses listed.	Commercial Standards are incorporated.	Residential not proposed.
BUILDING DESIGN STANDARDS		
Setbacks; ***District Commercial Streets:*** Type A, B and C; • Stories 1-2: Maximum Setback = 0 ft. • Above 2 stories: minimum Setback = 15 ft. • Parking Garages: Minimum Setback = 15 ft. ***District Residential Street:*** Type D; • Stories 1-2: Maximum Setback = 10 ft. • Above 3 Stories = Setback 15 ft. • Parking Garages: Minimum Setback = 15 ft. **Frontage streets – (Sample Road; S.R.7, Wiles Road and Lyons Road)** • All stories: Minimum setback = 28'. Setback must be improved as a greenway as defined in Section 6.7. **When property does not front a district street**: • Rear: minimum setback = 5' • Front: minimum setback = 5' *Maximum setbacks apply to 80% of the primary building façade or arcade and shall not apply or limit minor changes in wall planes that provide building articulation. Exceptions for maximum setbacks may be provided for the development of public plazas and open space. Buildings may exceed the maximum setback when the resultant space is designed and improved as public open space. Off-Street parking is not allowed within the maximum setback. Awnings and canopies may encroach the maximum setbacks and public right of way by a maximum distance of 8'. Upper story balconies encroach 7' and architectural features may encroach setback requirements by a distance of 3'.	**District Commercial Streets (Type B):** • Eliminated due to abandonment of NW 40th Street. • Type A and B not within PMDD. **District Residential Streets (Type D):** • Maximum setback to be eliminated if area includes green technology, Art ,open spaces and/or landscape. • Minimum Parking Garage setbacks incorporated. Minimum setbacks of 15' required above 4 stories, no setback required below 3 stories. • Side and rear setbacks not required **Frontage Streets**: • Standards incorporated **Non District Streets**: Standards incorporated. Maximum setback standards not included if open space, green technology, public art plazas provided.	Phase I addition setback matches the existing building on Tribal Trust Land which is 21 feet from the right-of-way. Due to 15 feet utility easements along the Right-of-Way of NW 40th Street and 54th Avenue it is not possible to locate buildings adjacent to the Right-of-Way. The utility easements contain water and sewer lines which also increases setbacks locations. Future phases eliminate Type B Street, therefore, there is no need for regulations. Proposed setback on type D street(NW 54th Avenue) will include a landscape buffer in front of the Transportation Center and include a display of green technology/art. The Transportation Center will have major green technology components along NW 54th Avenue which extends 4 stories creating a conspicuous display which also incorporate architectural features. The areas south of the Transportation Center includes the Pedestrian Plaza and Retail area. Pedestrian Plaza architectural elements/landscaping will occur along NW 54th Avenue. Extensive green and architectural elements visible on north side of Transportation Center.

TABLE 1: PMDD DESIGN STANDARDS

MAINSTREET DESIGN STANDARDS	PMDD	JUSTIFICATION
BUILDING DESIGN STANDARDS		
Street orientation: All ground level space designed for pedestrian oriented uses shall have external entrances directly accessible from public sidewalks and street space. At least one external entrance shall be located along the frontage of the street or on the corner intersection of two streets. Additionally, each building use, such as a retail store with a café or restaurant, shall have separate entrances. All such entrances shall be transparent.	Standards are incorporated.	
Location of Uses: • Commercial Street Frontages: Street Type B. ground floor pedestrian oriented uses required for 75 % of the building/street property frontage. Parking garages and lots shall not front commercial streets and shall be lined with active uses on all levels. • Residential Street Frontages: Street Types D and E and Parking Garages and lots shall be lined with uses, screened with architectural treatment or landscape buffers. • FPL Easements: all proposed uses adjacent to the FPL easement shall be subject to proper site design in relation to the FPL easement as provided under the site plan review process by the City.	• Commercial Street Frontages: Type B standards eliminated • Residential Street Frontage: Type D Garage permitted if frontage to include landscape and Green Technology/art. Uses not required along NW 54th Avenue. • FPL Easements: FPL Transmission corridor is being utilized as a greenway and open space. Uses not required along major FPL Transmission lines.	Street Type B (NW 40th Street) is to be abandoned, therefore criteria should be eliminated. Master Plan illustrates a landscape buffer incorporating a conspicuous display of green technology/art elements along NW 54th Avenue. Retail wraps the south side of the transportation Center, and about the lake. Location of the lake makes it impossible to line streets directly. North side of garage does not face activity areas, and fronts the Transportation Center access way, where uses are not appropriate.
Shading: Provide shading measures for building. Utilize the Florida Solar Energy Center document DN8-86 for proper sizing and placement of shade devices	Standards Incorporated	
Air Movement: Provide building elements, such as breezeways, interior courtyards and fans to induce air movement and provide comfortable places for rest and relaxation.	Standards Incorporated	
Materials: • Building façade shall incorporate at least two different materials. When used only for window, glass shall not count toward this requirement. Transparent glass shall be used at the street level. – New large expanses of reflective glass and	Standards Incorporated	
Fenestration: Commercial Buildings • General: For the first 10 feet of height above the public sidewalk elevation, the building façade shall contain windows and/or doorways of transparent glass covering at least 50% of the wall area. • The base of all transparent openings shall be no more than 30 inches above the public sidewalk elevation. • Retail uses over 75,000 square feet (see Sub-District MW-P for special requirements): The primary building façade shall contain windows and/or doorways of transparent glass covering at least 25% of the wall area. At least half of the transparent glass shall be placed at pedestrian level. In addition, the primary building façade shall contain display windows or transparent / non-transparent window treatments covering an additional 10% of the wall area. Percentages shall be based on the wall area for the first 10 feet of height above the public sidewalk. Display windows and treatments may encroach the right of way by a distance of 16" and are not required to provide views into the retail space, but shall be placed at pedestrian level. Display windows shall be regularly maintained and shall display retail merchandise sold on the premises. • Such merchandise shall be rotated on a seasonal basis at a minimum. The displays of signs or advertisements are subject to the City's Land Development Code. • All Street level use open to the public shall have external entrances directly accessible from the sidewalk. For commercial building, there shall be at least 1 entrance located along the frontage of commercial streets or on the corner intersection with other streets.	Standards are incorporated.	

TABLE 1: PMDD DESIGN STANDARDS

MAINSTREET DESIGN STANDARDS	PMDD	JUSTIFICATION
BUILDING DESIGN STANDARDS		
Articulation: • Unbroken facades in excess of 100 feet, without changes in wall planes shall be avoided. Changes in wall plane shall be employed to add shade and shadow. Such changes in plane shall be at least 2 feet. • All street level use open to the public shall have external entrances directly accessible from the sidewalk. For commercial building, there shall be at least 1 entrance located along the frontage of commercial streets or on the corner intersection with other streets. • Building corners shall utilize prominent architectural treatment. Designers should consider corners for the 20% maximum setback exception provided in section 8.2. the resultant setback should be improved as a pedestrian amenity. • Awnings, canopies or arcades shall be utilized on all commercial street frontages and shall provide consistent and continuous pedestrian protection from the elements, to the extent feasible. • Awnings or arcades shall have a consistent depth as those of neighboring buildings with a minimum depth of 6 feet. • Awnings and canopies may encroach the right-of-way by a distance of 8 feet and shall provide a vertical clearance of 8 feet. Awnings, canopies and arcades shall contain fans (or other devices or apparatus) to induce air movement. • Arcades shall provide an unobstructed pedestrian pathway of at least 8 feet.	Standards are incorporated.	
Rooftops: • 40% of all commercial and office buildings within the MainStreet District shall incorporate greenroofs. • Screen rooftop service equipment from view. • Use light colored/high albedo materials. • Roof overhangs shall be sized according to section 8.6.	Standards are incorporated, with the provision that Green Rooftops are accomplished by utilizing 3 methods illustrated on Exhibit 16, and use of solar collection as an alternative solution.	The Transportation Center comprises the majority of roof space on the project and does not have a true rooftop. The Transportation Center will include as an alternative, solar devices which incorporate water re-use and shading to meet the green roof top requirements. The Hotel due to its height also is not appropriate for green roof tops. Lower retail areas have an alternative method to meet the intent of the code on a practical basis, incorporating different alternatives into a green roof top program.
Signage: • Unless otherwise provided herein, refer to the City's Land Development Code for number and size of signs, as follows: Residential Uses: Sec. 13-458(d) Commercial and Office Uses: 13-458(e). • In addition to ground or monument signs allowed for places of worship or community facilities, there shall be no more than 4 ground or monument signs within the District. Such signs shall be limited to overall district announcement as whole and should not advertise individual establishments • Signs shall be generally oriented and scaled for the pedestrian. • Lettering styles shall be limited to 2 per signs • Signs shall not obscure windows or other architectural features including window trim/molding, grille work, piers, pilasters and other detail features Wall-mounted signs on fascias above storefront windows should be sized to fit within friezes, lintels, spandrels and other similar features. Such signs shall be generally centered over storefronts and/or primary entrances.	PMDD proposes several sign types and general locations as illustrated on Exhibits 12A and 12A.1.	Due to the scale of the project and numerous access points, additional locations and sizes are warranted to direct the public. Building, monument, and directional signs will be architecturally consistent with the building designs and of the highest quality materials.

TABLE 1: PMDD DESIGN STANDARDS

MAINSTREET DESIGN STANDARDS	PMDD	JUSTIFICATION
BUILDING DESIGN STANDARDS		
• Electrical transformer boxes, raceways and conduits shall be concealed from public view. Raceways shall be mounted internally behind the finished exterior wall. • Signage on awnings shall be limited to the valance drop. Such signage shall be centered, shall not exceed 50% of the front length of the awning and letters shall not exceed 8" in height. The vertical dimension of the valance drop should not exceed 12". • Signage illumination shall not spill over or produce glare for nearby residential uses or adjacent roadways. • Hanging and projecting signs: ▪ Shall be limited to one sign per storefront or building use; ▪ Shall provide a minimum vertical clearance of 8 feet from the top surface of the sidewalk; ▪ Shall be double faced and mounted at 90 degree angle to the primary building façade; ▪ Shall be limited to 15 square feet per sign face; and ▪ Shall not project more than 42" from building façade.		
Shared Parking: • Utilize shared parking when possible. Shared parking for residential units must be located within 300' of dwelling unit entrance they serve. Shared spaces for other uses must be located within 500' of the principle building entrances, except that up to 20% of the spaces may be located between 500' and 1000'. ***Parking Requirements:*** • Commercial/Office/Retail/Restaurant/Entertainment Uses: 3 spaces per 1000 square feet of gross leasable area. • Residential Uses: 1.5 spaces per dwelling unit. • Parking for all other uses and for the disabled shall be as proved in Sections 13-398 of the City's Land Development Code. • For all uses, perpendicular parking spaces shall not be less than 9 feet in width and 18 feet in length. • For all uses, parallel parking spaces shall not be less than 8 feet in width and 20 feet in length. ***Parking Screens:*** • Screen parking garages and lots from public view. Blank, unarticulated walls shall not be permitted for parking garage facades that are not lined with uses. Such facades shall have architectural treatments designed to be compatible with adjacent buildings. Ramps, stairwells and any other portion of a garage should be buffered with the use of decorative grilles and screens, landscaping, and other varied materials. • Parking Garages and lots on commercial streets: Shall not front commercial streets. Pedestrian oriented uses are required at street level. Upper levels shall be lined with uses such as residential or office. • Parking garages and lots on residential streets: Lining with active uses is required along residential canals. It is encouraged on other residential streets. • When garages and lots are not lined with uses, they shall be screened through the use of architectural treatment or landscape buffers.	**Shared Parking**: Standards are incorporated **Parking Requirements**: Valet Parking spaces to be 8.5x18, other standards incorporated. One to 300 requirement incorporated except when, the interrelationships between uses dictate alternative parking requirements which can be demonstrated. **Parking Screens**: • Parking Garages permitted on Type B commercial street for Phase I without uses lining at Street level. • Parking Garage on residential street is permitted to eliminate active uses if alternative landscape and green technology/art are provided. • Parking lots permitted if screened with landscaping.	Casino parking rates are not addressed in the code as well as inter relationships between hotel, retail and entertainment uses. Until NW 40th Street is abandoned, parking is permitted without uses lining street. There will not be retail fronting NW 54th Avenue in front of the Transportation Center. A conspicuous display of green technology is proposed as an alternative solution to retail.
SUSTAINABLE AND GREEN COMPONENTS		
Service Area and Refuse: • Services areas, garbage receptacles, utility meters, mechanical and electrical equipment shall be screened from public view. • Lighting levels shall be one foot-candle and shall be located to avoid pollution.	Standards are incorporated	

TABLE 1: PMDD DESIGN STANDARDS

MAINSTREET DESIGN STANDARDS	PMDD	JUSTIFICATION
SUSTAINABLE AND GREEN COMPONENTS		
All buildings in the MainStreet District shall be at a minimum, Certified by the FGBC Florida Green Building or LEED certified by the USGBC United States Green Building Council. Amendments to the FGBC and LEED requirements will be enforced at the time of site plan review.	Requirement for certification not included. Project will obtain a minimum of 26 LEED points and include a conspicuous green technology component. Hotel on Tract C to include Florida Green Lodging Program.	Due to the fact that the PMDD will be integrated with a smoking facility which is not subject to the City requirements, LEED certification is not feasible. The project will function as one interconnected facility with as many LEED points achieved as feasible. (See LEED Report Section under Indoor Environmental Quality Prerequisite Site No.2.). In an effort to demonstrate support of LEED and Green technology, extra measures have been incorporated and described in Section IV.
Commercial Recycling: • Institute a Commercial and Multi-Family Recycling requirement that all multi-family communities with 100 or more units and businesses with 100 employees or more, or buildings with and aggregate of at least 100 employees that have a single garbage collection service, shall establish and on-site recycling program and recycle a minimum of two designated materials listed above. • Businesses shall recycle a minimum of 2 materials. • All business owners in the MainStreet area must provide a Recycling Plan to the City of Coconut Creek within 14 days of beginning operations.	Standards are incorporated.	
Stormwater Management/ Pervious Materials/ Aquascaping: • Use pervious materials for small, low use parking areas, low-use driveways, utility access roads, pedestrian walkways, fire lanes and highway shoulders when feasible. • Use pavers, blocks and soil stabilization products with recycled content. • Utilize aquascaping as a fundamental component of water feature design.	Standards are incorporated	
Reduced Site Disturbances/Site Protection: • Comply with LEED Sustainable Site Credit 5.	LEED standard is not achieved	Site is currently altered
Earth Work/Tree Protection: • Protect the existing cypress dome. • Protect existing trees in compliance with Coconut Creek Requirements. • Stockpile and reuse existing topsoil. • Use recycled concrete as a backfill material and as subgrade to the extent possible.	Standards are incorporated.	
Alternative Transportation: • Provide electric vehicle refueling stations as defined by LEED. • Provide bicycle racks as defined by LEED. • Provide hybrid bus service to future rapid transit developed along State Road 7.	Provide 5% of public spaces for alternative fuel vehicles in all new construction. Provide bike racks at convenient locations for public use and at service area for employees.	Transit opportunities will be provided in the garage for Charter Bus, Local Shuttle services and county system as part of the Applicant's program. Valet operations reduce alternative fuel requirements in total requirement. Bike racks not practical for a resort complex. Bike racks to be provided primarily for employees. PMDD has no ability to provide hybrid bus service to rapid transit which has not been programmed.
Light Pollution: Comply with LEED sustainable Site Credit 8. • Provide full cut-off luminaries. • Keep light poles low and space more closely. • Focus light downward.	Standards are incorporated with the exception of building up-lighting standards.	Hotel structure will be a landmark building, and up-lighting is proposed.

TABLE 1: PMDD DESIGN STANDARDS

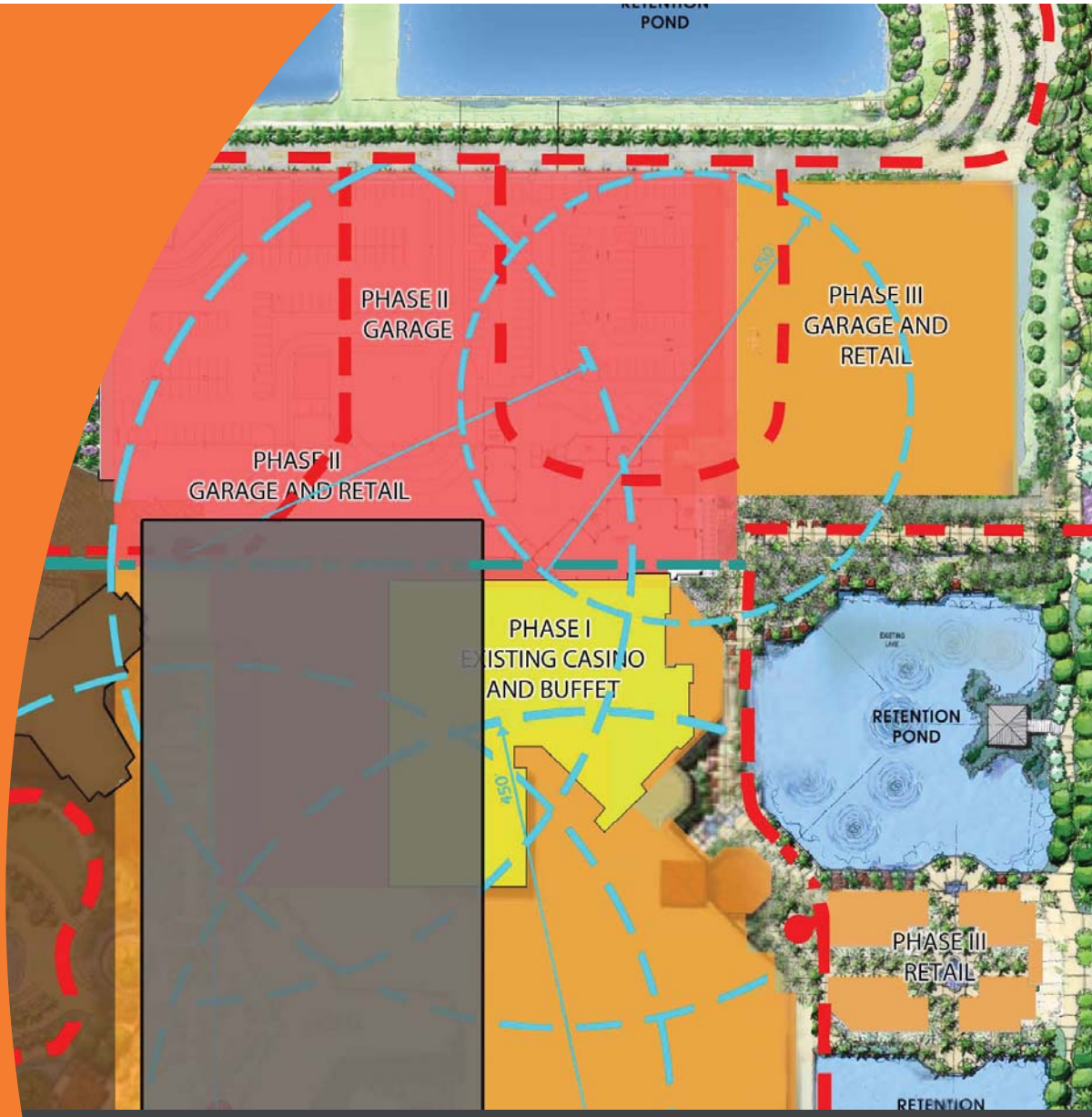
MAINSTREET DESIGN STANDARDS	PMDD	JUSTIFICATION
SUSTAINABLE AND GREEN COMPONENTS		
Reduce Heat Islands: Greenroofs shall provide the following: • Use light colored/ high albedo materials (reflectance of at least 0.3) and/or open grid pavement for at least 30% of the site's non-roof impervious surfaces, including parking lots, walkways, plaza, etc. • Place a minimum of 50% of parking spaces covered by parking structures. • Use an open-grid pavement system (less than 50% impervious) for a minimum of 50% of the parking lot area. In addition, provide one of the following: • Use ENERGY STAR compliant and high emissivity roofing (at least 0.9) for a minimum of 75% of the roof surface. • Provide a green (vegetated) roof for at least 50% of the roof area. • Combinations of high albedo and green roof can be used providing they collectively cover 75% of the roof area.	Standards are incorporated.	
Water Conservation: Comply with LEED Water Efficiency Credit 1.	Credit 1.1 and 1.2 are achieved, 3.1 and 3.2 not achieved. A final water budget will be provided at the project's completion, highlighting the water savings.	Credit 1.2 is fully achieved when grey water is provided to site by City.
BUILDING COMMITMENTS		
Energy Conservation: • Commissioning is encouraged for all buildings. This is a process that ensures that all building systems perform interactively accordingly to the contract documents. While each component purchased can be viewed as a commodity that has been tested thoroughly at the manufacturer's plant, the combination of systems for each building is unique. The benefits of fine-tuning the systems at start-up are that the energy savings are maximized and the maintenance costs are minimized. It is estimated that commissioning increases energy efficiency by 5 to 10%. (on a 50,000 sq. ft. building, this could equal $5,000.00 per year). Commissioning should be in compliance with LEED Prerequisite 1. • Maximize Overall Building Efficiency. Building must exceed the minimum level of energy efficiency of the Florida or Building code, or ASHRAE standard 90.1, whichever is more stringent by 10% calculation method and shall comply with LEED Energy and Atmosphere Credit 1. • Conserve energy by installing energy efficient HVAC equipment. This can be accomplished by exceeding the Florida Energy Code minimum efficiency by 20% for residential electric driven air conditioning equipment. Another method is to exceed the ASHRAE 90.1 standard by 20%. • Conserve energy by installing energy efficient office equipment and use energy star equipment to reduce plug loads. Equipment includes copiers, computers and refrigerators. • Reduce Ozone depletion. This is accomplished by installing equipment that contains zero CFC refrige	Portions of this requirement are achieved. See LEED Narrative for details of proposed standards. Commissioning will be incorporated in this project. A full Energy Compliance Report will be provided upon completion outlining the Energy Efficiency of the project..	

TABLE 1: PMDD DESIGN STANDARDS

MAINSTREET DESIGN STANDARDS	PMDD	JUSTIFICATION
BUILDING COMMITMENTS		
Indoor Air Quality: • Provide a Construction IAQ Management Plan. Develop an indoor Air Quality (IAQ) Management Plan for the construction and preoccupancy phases of the building. Performance shall comply with LEED Environmental Quality Credit 3.1 and 3.2. The intent is to minimize building contamination prior to occupation. HVAC systems are particularly prone to contamination from particulate matter generated during construction activities. Proper measures during construction and a flush-out of the building prior to occupancy can minimize these effects. • No smoking. Provide zero exposure of non-smokers to Environmental Tobacco Smoke. Performance shall comply with LEED Environmental Quality Prerequisite 2. • Provide CO2 Monitoring. This inexpensive sensor can be incorporated into a ventilation control system to modulate outdoor air intake to provide an indoor air quality level with no more than 530 parts per million of carbon dioxide at any time. When the occupant load in the building is low, the CO2 sensor can modulate the outside air volume down to save energy, as long as the building does not develop a negative pressure state. • Use Low Emitting materials. Meet or exceed VOC limits for adhesives, sealants, paints, composite wood products and carpet systems. Provide materials that comply with LEED Environmental Quality Credit 4. • Control indoor chemicals and pollutant sources. Provide permanent entryway systems to capture dirt/contaminants and prevent them from entering the buildings. Isolate rooms with chemical processes such as copying / print rooms and janitor's closets. Extend the walls surrounding these rooms to the structural deck and provide exhaust to prevent entrainment of these contaminants into the indoor environment. Locate fresh air intakes away from pollution sources, dumpsters, exhaust fans, etc. • Provide for a thermally comfortable environment. Provide an environment that supports the productive and healthy performance of the building occupants. Building shall comply with ASHRAE Standard 55-1992, Addenda 1995. Provide permanent temperature and humidity sensors in the building that allow the HVAC system to control the environment to maintain a level of comfort. • Provide for a visually comfortable environment. Provide an environment that supports a connection between indoor and outdoor environments through the introduction of sunlight and views into the occupied areas of the building. A large portion of the Coconut Creek sense of place is derived from the outdoor environment. To encourage occupants to interact/appreciate the outdoor environment, new buildings shall meet the LEED Environmental Quality Credit 8 for daylighting and views. The views provide quality of environment. Daylighting will provide connection to the natural cycles of the sun and lower energy costs by reducing the dependence on artificial lighting.	Portions of this requirement are achieved. See LEED Report for details of proposed standards. Construction IAQ Management has been implemented with the LEED requirements. Low emitting materials have been specified on this project. The project will utilize roll-out mats at all high volume entry-ways and any areas required to have deck to deck partitions have the proper systems installed. Multiple thermostatic control zones have been designed to allow occupant control. This project connects to a smoking facility which is not subject to the City's requirements making indoor points difficult to obtain.	Due to the programmatic nature of several spaces within this project including: smoking. Full compliance is not possible.

Seminole Planned MainStreet Development District (PMDD) for the Seminole Tribe of Florida

Report 7: Public Safety Plan



Public Safety Plan

Seminole Coconut Creek PMDD

September 7, 2010

THE FRONTLINE GROUP CONSULTANTS, INC.

FRIEDMUTTER GROUP
ARCHITECTURAL & DESIGN STUDIOS
HOTELS • CASINOS • RESTAURANTS • ENTERTAINMENT

KEITH and SCHNARS, P.A.
FLORIDA'S Big LOCAL FIRM

COCONUT CREEK
BUTTERFLY CAPITAL OF THE WORLD®

Seminole Coconut Creek PMDD

Public Safety Plan

PMDD Submittal
Revised September 7, 2010

I. Introduction

II. General Security Parameters
- In-house Responsibilities/Capabilities
- Coordination with the City of Coconut Creek
- Equipment

III. Fire Rescue
- Basic Commitments
- Construction Commitments
- Master Plan Features
- Proposed Fire Safety Provisions
- Phased Construction

IV. Police
- Basic Commitments
- Master Plan Features

V. Events
- In-house Responsibilities
- Coordination with the City of Coconut Creek

VI. Exhibits
- Public Safety Emergency Access Phasing Plans

I. Introduction

This Seminole Coconut Creek Public Safety Plan has been prepared as part of the zoning process to identify major public safety features included in the Master Plan and commitments included as part of the Site Plan approval process. It is intended that individual detailed plans would be prepared as future phases of the project are developed and submitted for Site Plan approval.

The scale of the Master Plan can only illustrate major features, and indicate proposed locations of individual commitments. The Master Plan does not include any precise interior building improvements, but approximate locations of major components. Individual commitments included in many cases can only be indicated, through Site Plans once prepared, which will include the specific committed elements in coordination with the appropriate City public safety department.

II. General Security Parameters

In-house Responsibilities/Capabilities

Security is a shared responsibility between Seminole Police/Coconut Creek Police and Casino Security that strives to provide a safe and secure environment for patrons of gaming, dining, and entertainment. Protection of the Tribe's assets and the safety of all occupants - both employees and guests are the top priority. In-house security will be made up of floor personnel walking and patrolling the grounds with communications capabilities to call in emergency response staff as required. Gaming regulations will be followed and will be the responsibility of Casino Security. Surveillance technology monitored by Casino Staff will be adequate to fulfill the above needs. Initial Law Enforcement response, when necessary, will be provided by Seminole Police stationed on-site and Coconut Creek Police as required.

Coordination with the City of Coconut Creek

Casino Security will make notifications in advance of all special activities and events to the Police Department(s). Emergency notifications will be made through 9-1-1 and/or direct telephone contact. Pre-planning meetings will be held between Casino security and the Police Departments to discuss crowd size, potential security and safety issues, and other scenarios as identified. Periodic meetings between security and the police to discuss issues will be scheduled as mutually agreed upon by all the departments. Access to all public areas will be granted to Police and Fire-Rescue for the purposes of keeping the peace and conducting follow-up investigations for crimes occurring within the City of Coconut Creek's jurisdiction.

Equipment

The entire property will be monitored by state of the art digital video equipment. Emphasis will be on adequate lighting to enhance the picture quality of the video equipment. The Transportation Center will also include security call boxes for guests.

III. Fire Rescue

Basic Commitments

The Seminole Tribe of Florida is committed to providing a safe environment for all customers and employees. All code required fire protection equipment will be installed and maintained, all personnel will also be trained in emergency procedures. The Master Plan will incorporate basic overall commitments and individual site plans will implement the commitments. The structure will include fire sprinklers, including the Transportation Center. All water infrastructure necessary will be provided to ensure proper fire fighting capability, at the required pressures.

Construction Commitments

Each phase of the project will include infrastructure necessary to provide for fire fighting capabilities and rescue requirements. Attached are preliminary Public Safety Plan Exhibits illustrating fire-rescue components for each phase of the project. Each individual phase of the project will include the following commitments:

- Construction Public Safety Plan including the following items:
  - Coordination procedures with the City of Coconut Creek Fire Department during construction;
  - Predetermined staging areas for Fire-Rescue;
  - Installation of fire hydrants and water lines prior to vertical construction; and
  - Access requirements.

Master Plan Features

This report includes Exhibits that identify Master Plan phases relating to fire-rescue features. The exhibits illustrate commitments in each phase and include the following items:

- Master Public Safety Plan Phases include the following items:
  - Emergency access to all areas of the project;
  - Potential staging areas;
  - Conceptual access points to the structure;
  - Installation of fire hydrants and water lines;
  - Rescue parking areas; and
  - Emergency rescue vehicle parking areas.

Proposed Fire Safety Provisions

These items are proposed to be included in the design and construction of the structure to provide additional levels of fire and life safety for the protection of the public and fire service responders to the Seminole Coconut Creek PMDD. These items are above the minimum basic code requirements as set forth in the Florida Building Code (FBC) and meet all of the applicable Florida Fire Prevention Code requirements which have incorporated the National Fire Protection Associations Standards.

- Coconut Creek Emergency Access Plan
  - Fire Truck Access points extend into the structure on the 54th Street side via an alleyway type access allowing fire apparatus access to the Line of the Trust. This access will allow the emergency vehicle to continue through to exit through the garage if necessary.
  - Fire Truck Access points extend into the structure on the Sample Road side via an alleyway type access beside the proposed showroom area.
  - All Fire Vehicle Access points are within 450 feet of every point of the interior of the structure, not just the exterior walls as required by NFPA 1 § 18.2.2.3.2.
  - Fire Truck Access Roads are to have a stabilized base suitable for all weather driving and capable of supporting fire apparatus.
  - Fire Truck Access Road to be maintained to allow access in both directions around the entire structure and to provide staging for responding emergency vehicles.
  - Fire Truck Access Roads to be 20 feet wide and maintained unobstructed with appropriate turning radii for fire apparatus.
  - Fire Hydrant locations are diagrammatic in nature and are placed approximately every 300 feet. These may be adjusted to comply with local codes and the City's requirements.
  - The Fire Command Center (FCC) will be installed to comply with FBC § 911. Since the facility is a 24 hour operation with a dedicated 24 hour security staff, the FCC will be manned on a continuous 24 hour basis by security guards trained in the use of the FCC equipment well in excess of the code requirements. This security staff will also be trained to assist with keeping areas necessary for emergency access clear in the event of an alarm.

- Additional Life Safety Features
  - All areas of the interior of the structure will be within 200 feet of an exit to comply with the FBC § 1015.1.
  - The Fire Access Road will be within 50 feet of multiple entrance/exit points from the structure to allow first responders easy access to the interior of the building as shown on the attached Emergency Access Plans.
  - The structure, including the Transportation Center, will be fully suppressed in accordance with (FBC) § 903.
  - The structure will have an automatic fire alarm and detection system in compliance with FBC § 907 and NFPA 72.
  - The entire property will be covered by 24 hour monitored surveillance cameras.

Phased Construction Procedures

The proposed Master Plan is expected to be built out in five (5) separate phases. Each of these phases will be code compliant and allow for the necessary emergency access to protect life safety and assist with the responding emergency services.

Phase I is as the structure exists today and is code compliant with associated Life Safety features in place. This portion of the structure has been issued a Certificate of Occupancy by the City of Coconut Creek.

Phase II is proposed to incorporate the first portion of the parking garage providing access at multiple locations. This phase provides an ample amount of open space for easy access around the entire perimeter of the structure. Staging of emergency vehicles can be accommodated along the internal perimeter roadways which will be 3 lanes wide. The first floor of the garage will have a minimum floor to ceiling height of at least 16 feet to easily accommodate any fire apparatus. The attached Phase II plan indicates the dedicated fire lanes and additional fire/public safety features.

Phase III of the proposed Master Plan incorporates an addition to the parking structure and additional retail, public spaces, and development on Trust property. Dedicated fire lanes will be included to allow access to all sides of the proposed structure including access through the Retail Village. This dedicated fire lane will be within 50 feet of multiple entrance/exit points from the structure to allow first responders easy access to the building. There will also be dedicated fire access points that extend into the footprint of the structure allowing the fire apparatus to stage close to any possible event. The fire access points provided at the Retail Village will be open to the air with no overhead obstructions. Fire hydrants will be installed approximately every 300 feet as shown on the plan to comply with the City's requirements.

A Fire Command Center (FCC) will be installed in Phase III complying with the Florida Building Code section 911. The FCC will be manned on a 24 hour basis by members of the facilities security staff specifically trained in the use of the monitoring capabilities provided. These FCC personnel will have radio access to the remainder of the facilities security and the ability to be in direct communication with the local fire and police service.

Phase IV main feature is the back of house, and addition to public spaces adjacent to Trust development in Phase III. Fire lanes, hydrants, and access during construction will be coordinated to insure proper response and safety.

Phase V includes the hotel tower and pool area. The dedicated fire lanes will extend through the pool area to the west of the plan on a stabilized decorative base capable of supporting the imposed loads of a fire apparatus with a minimum weight of 32 tons.

The fire truck access points will be provided in all phase so that any point within the structure is within 450 feet of the responding apparatus. The structure will be fully suppressed and have visual and audible alarms to comply with the latest edition of the Florida Building Code.

Fire hydrants will be added as the construction progresses to provide necessary facilities in locations as directed by the City. All of the buildings occupants will have access to an exit within 200 feet as required by the latest edition of the Florida Building Code. All points within the structure will be within 450 feet of the fire truck access points well in excess of the requirements of NFPA 1.

The build-out of the Master Plan incorporates all of the previously mentioned fire safety and security features extending them to the final proposed facility. The facility will have a dedicated fire lane within 50 feet of multiple entrance/exit points from the structure at all times.

IV. Police

The Seminole Tribe of Florida is committed to providing a safe environment for all customers and employees. To prepare for police response in both routine and emergency situations, the Seminole Tribe of Florida will provide walk-through tours of the facility for Coconut Creek and Seminole Police Department responders during the construction process to familiarize officers with the building and layout. The Seminole Tribe of Florida will make areas of the Casino and facilities accessible to the police for the purpose of conducting follow-up investigations for crimes and events that occur on the property. Appropriate lighting for first responders and to deter criminal activity will be installed as recommended by the Seminole and Coconut Creek Police Departments.

The Seminole Police Department will meet monthly (or more frequently as needed) with the Coconut Creek Police Department to provide a report on crimes occurring on the Seminole Tribe Reservation in Coconut Creek. The Seminole Police Department will provide assistance to the Coconut Creek Police Department as requested.

Master Plan Features

The Master Plan scale can only graphically illustrate major public safety components. These items are indicated on the attached exhibits and will be detailed on illustrated Site Plans as submitted for review by the City. Major police commitments include the following items:

- Direct convenient parking for emergency vehicles at the front entrance (Porte Cochere);
- Rear access at multiple locations which will include designated parking spaces;
- Police Command Center;
- Parking for police vehicles during events; and
- Interior access ways throughout the Structure.

V. Events

It will be the responsibility of Casino Security to notify Seminole Police and Coconut Creek Police of events that occur at the property. Events and road closures may require additional assistance from the police department(s) and may require meetings in advance of the events for planning. The Seminole Tribe of Florida will provide for locations on the property for law enforcement staging which may vary from time to time. A staging area is defined as a location where vehicles, officers and staff, and a mobile command post will be parked. The staging area will allow egress for police to remove arrestees and others from the property as required. Requests for additional police services will be made to the Seminole Police Department. The Seminole Police Department will contact the Coconut Creek Police Department to coordinate additional resources for special events as per the Mutual Aid Agreement.

Coordination with the City of Coconut Creek

Casino Security will make notifications in advance of all special activities and events to the Police Department(s). Emergency notifications will be made through 9-1-1 and/or direct telephone contact. Pre-planning meetings will be held between Casino security and the Police Departments to discuss crowd size, potential security and safety issues, and other scenarios as identified. Periodic meetings between security and the police to discuss issues will be scheduled as mutually agreed upon by all the departments. Access to all public areas will be granted to Coconut Creek Police for the purposes of keeping the peace and conducting follow-up investigations for crimes occurring within the City of Coconut Creek's jurisdiction.

VI. Exhibits

- Emergency Access Plan

SEMINOLE CASINO

SEMINOLE TRIBE OF FLORIDA · TRIBAL COUNCIL · IN GOD WE TRUST

Emergency Access Plan - Phase V

LEGEND

- FIRE LANE
- 2-HR FIRE SEPARATION WALL
- TRUST LINE
- FIRE DEPARTMENT ACCESS (450' RADIUS)
- FIRE TRUCK STAGING AREA
- POLICE SUBSTATION AND FIRE COMMAND CENTER
- POLICE PARKING SPACES
- FIRE TRUCK ACCESS POINTS
- FIRE HYDRANT/ CONNECTIONS

NOTE: DEDICATED FIRE LANE WILL BE WITHIN 50' OF MULTIPLE ENTRANCE/ EXIT POINTS FROM THE STRUCTURE TO COMPLY WITH NFPA 1 SECTION 18.2.2.2

DEDICATED FIRE LANE SHALL HAVE CLEAR WIDTH OF 20' AND CLEAR HEIGHT NO LESS THAN 16'. THESE DEDICATED FIRE LANES WILL BE POLICED BY THE BUILDINGS 24 HOUR SECURITY PERSONNEL IN THE EVENT OF AN EMERGENCY

THESE PLANS ARE PART OF AND ATTEMPT TO GRAPHICALLY INCORPORATE ALL ITEMS REFERENCED IN THE SEMINOLE COCONUT CREEK CASINO PUBLIC SAFETY PLAN DATED AUGUST 19, 2008

PHASE I
-BUFFET AND EXISTING CASINO ADDITION MARKETPLACE

PHASE II
-NEW CASINO
-NEW VALET AND SELF PARK GARAGE
-RETAIL WRAP ON SOUTHEAST PORTION OF GARAGE
-NEW BANQUET SPACE
-NEW BOH

PHASE III
-ADDITIONAL CASINO
-ADDITIONAL RETAIL AND SHOWROOM
-BUFFET ADDITION
-PEDESTRIAN PLAZA
-NEW BOH AREA AND STAFF PARKING
-PARKING GARAGE EXPANSION

PHASE IV
- BOH AREA

PHASE V
-HOTEL AND PORTE COCHERE
-HOTEL SUPPORT
-RETAIL
-SPA
- POOL AREA

COLOR CHART

- MASTER PLAN TO BE BUILT
- PHASE I
- PHASE II
- PHASE III
- PHASE IV
- PHASE V

SCALE: 1" = 100'

0' 25' 50' 100' 200'

PROJECT NO.212B004.01
SEPTEMBER 2, 2010

KEITH and SCHNARS, P.A.
ENGINEERS, PLANNERS, SURVEYORS

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HOTELS•CASINOS•RESTAURANTS•ENTERTAINMENT

SEMINOLE TRIBE OF FLORIDA AND CITY OF COCONUT CREEK, FLORIDA
COMBINED VOLUNTARY COOPERATION AND OPERATIONAL ASSISTANCE
MUTUAL AID AGREEMENT FOR LAW ENFORCEMENT SERVICES

THIS AGREEMENT is made and entered into this 12th day of October, 2006, by and between the Seminole Tribe of Florida, a federally recognized Indian tribe under 25 U.S.C. §476 ("Tribe") and the City of Coconut Creek, Florida ("City") on behalf of their tribal and municipal law enforcement agencies, respectively, (hereinafter those tribal and municipal law enforcement agencies, respectively, shall be referred to individually as a "cooperating agency").

WITNESSETH:

WHEREAS, Part I, Chapter 23 of the Florida Statutes, the "Florida Mutual Aid Act," authorizes law enforcement agencies to enter into agreements for voluntary cooperation and assistance of a routine law enforcement nature across jurisdictional lines by and between such agencies; and

WHEREAS, Part I, Chapter 23 of the Florida Statutes, the "Florida Mutual Aid Act," also authorizes law enforcement agencies to enter into operational assistance agreements whereby each of the agencies may request law enforcement assistance from and render law enforcement assistance to the other in a law enforcement emergency; and

WHEREAS, the Tribe and City recognize that an increasing number of criminals are operating across jurisdictional lines and that there is a need for a continuing multi-jurisdictional response to such unlawful activities; and

WHEREAS, aggressive drivers, speeders, and other traffic violators do not respect jurisdictional boundaries; yet tribal and municipal law enforcement officers in the Tribe and City are powerless to enforce traffic laws or conduct traffic-accident investigations on streets located in view of the jurisdictional boundaries of the officer's respective employing tribe or municipality but in the jurisdiction of the other cooperating agency; and

WHEREAS, the Tribe and City recognize that there is a need for a continuing multi-jurisdictional response to persons who are involved in traffic accidents on or who are operating vehicles in violation of traffic laws on streets located in view of the jurisdictional boundaries of the officer's employing tribe or municipality but in the jurisdiction of the other cooperating agency; and

WHEREAS, the Tribe and City desire to secure benefits of such mutual aid for their respective jurisdictions; and

WHEREAS, the Tribe and City are so located in relation to each other that it is to the advantage of each to receive and extend mutual aid in the form of law enforcement services and resources to adequately respond to:

(1) Continuing, multi-jurisdictional criminal activity, so as to protect the public peace and safety, and preserve the lives and property of the citizens; and,

(2) Intensive situations, including, but not limited to, natural or manmade disasters or emergencies as defined under Section 252.34, Florida Statutes; and,

WHEREAS, the Tribe and City determine that it is in the best interest of the health, safety and welfare of their citizens to enter into a Voluntary Cooperation Agreement and Operational Assistance Agreement;

NOW, THEREFORE, the parties hereto agree as follows:

I. Provisions for Voluntary Cooperation

The undersigned Tribe and City on behalf of their enforcement agencies hereby approve and enter into this Agreement authorizing each of the cooperating agencies to request law enforcement assistance from and to render law enforcement assistance to the other in dealing with any violations of certain criminal and noncriminal laws as defined in the Florida Statutes and/or Tribal law to include, but not necessarily be limited to, investigating homicides, sex offenses, robberies, assaults, burglaries, larcenies, motor vehicle thefts, drug violations, backup services during patrol activities, and inter-agency task forces and/or joint investigations.

II. Provisions for Operational Assistance

The undersigned Tribe and City on behalf of their law enforcement agencies hereby approve and enter into this Agreement authorizing each of the cooperating agencies to request law enforcement assistance from and to render law enforcement assistance to the other in a law enforcement emergency, to include dealing with civil disturbances, large protest demonstrations, aircraft disasters, fires, natural or man-made disasters, sporting events, concerts, parades, escapes from detention facilities, and incidents requiring utilization of specialized units (such as bomb disposal units or special weapons and tactics units).

III. In-Progress Crime Assistance

A. Whenever a law enforcement officer from one jurisdiction views a felony or a misdemeanor involving a breach of the peace occurring in the jurisdiction of the other cooperating agency, the law enforcement officer may physically arrest the perpetrator and preserve the crime scene. The officer shall immediately notify the cooperating agency of the jurisdiction in which the incident occurred. Control of both the persons apprehended and the crime scene will be relinquished to the first available officer from the jurisdiction in which the incident occurred. The cooperating agency of the jurisdiction in which the incident occurred, however, with the consent of the originating officer's agency may decide to allow the originating officer to retain control of the

investigation and complete all procedures, which shall include taking custody of any prisoner, evidence, and contraband article as defined in Section 932.701(2), Florida Statutes and/or Tribal law, and completing the appropriate documentation. Regardless of the decision of the cooperating agency, whenever remaining at the scene exposes either the officer or the subject to imminent physical danger, the subject and any physical evidence or contraband article may be transported or otherwise relocated in accordance with normal procedure.

B. Any fines and forfeitures shall accrue to the cooperating agency of the officer who first effectuated the arrest and who subsequently retained control of the investigation.

IV. Voluntary Investigation

On-duty law enforcement officers from one jurisdiction may conduct investigations into criminal activity that occurs in their jurisdiction and make arrests related to those investigations in the jurisdiction of the other cooperating agency. If enforcement action is anticipated, the location and nature of the investigation will be reported to the on-duty communication liaison person of the jurisdiction
where the suspect is located.

V. Traffic Control Assistance

A. Whenever a traffic accident involving suspected injuries of a serious nature is reported to the jurisdiction in which the accident occurred and that law enforcement agency is unable to provide the immediate response necessary to render aid to the injured or prevent further injury, the cooperating agency may be contacted for assistance. The cooperative effort shall be restricted to necessary first aid and traffic direction, except in those situations specified in section VI of this Agreement.

B. Hazardous Traffic Conditions Assistance

1. In a situation where automated traffic control devices located within the jurisdictional boundaries of one agency have malfunctioned and a traffic accident is imminent unless control is established immediately, cooperation may be provided.
2. Where an incident occurs on a traffic-way or so near thereto that the potential for traffic accidents appears imminent, cooperation may be provided.

C. The cooperative efforts for traffic accidents and/or hazardous traffic conditions outlined above shall be restricted to the necessary and standard traffic control and direction activities and shall not include traffic enforcement, except in those situations specified in section VI of this Agreement. Control of the incident shall be immediately relinquished to the first available law enforcement officer from the agency having jurisdictional responsibility, except in those situations specified in section VI of this Agreement.

VI. Traffic Investigations

A. In addition to having the authority to provide in-progress crime assistance, an on-duty law enforcement officer while wearing the officer's departmental-issued uniform and operating a marked police vehicle may enforce all Tribal and/or state criminal and noncriminal traffic laws and conduct accident investigations of traffic accidents occurring on the streets of the other cooperating agency as long as such violations or accidents occur on streets located in view of the jurisdictional boundaries of the officer's employing tribe or municipality, as applicable. Enforcement shall include making arrests, issuing a Uniform Traffic Citation, arresting the violator for any crimes uncovered during the investigation of the traffic violation or accident, taking custody of any evidence or contraband article as defined in Section 932.701(2), Florida Statutes and/or Tribal law, and completing appropriate documentation, including an accident report.

B. Any on-duty tribal or municipal law enforcement officer, as applicable, choosing to enforce traffic laws and conduct traffic-accident investigations pursuant to this section shall notify the agency within whose jurisdiction the traffic violation or accident occurred during the traffic stop or as soon as possible thereafter of the law-enforcement actions taken.

C. On-duty tribal or municipal law enforcement officers, as applicable, enforcing traffic laws and conducting traffic-accident investigations pursuant to this section shall be under the direction and authority of the commanding officers of their own agency.

D. Any fines or forfeitures shall accrue to the cooperating agency whose officers choose to exercise the authority contained within this section.

E. "Street" means in this section that area defined in Section 316.003(53), Florida Statutes (2001), or amendments thereto.

F. "Streets located in view of the jurisdictional boundaries of the officer's employing tribe or municipality" means in this section a street located outside the jurisdictional boundaries of the officer's employing tribe or municipality and within the jurisdiction of the other cooperating agency that is in such close proximity to the jurisdictional boundaries of the officer's employing tribe or municipality that if the officer had been located within the jurisdictional boundaries of the officer's employing tribe municipality when the traffic violation or traffic accident occurred, the officer would have been able to observe by the use of ordinary sight the traffic violation or traffic accident occurring on the street during daylight hours and during normal weather conditions.

VII. Inter-Agency Joint Task Forces

A. Law enforcement officers assigned to joint task force operations pursuant to this

Agreement may enforce all applicable Tribal and/or state laws while engaged in the joint task force operation and shall take enforcement action in accordance with applicable law, including but not limited to taking custody of any offender, evidence, or contraband article as defined in Section 932.701(2), Florida Statutes and/or Tribal law, and completing appropriate documentation.

B. Law enforcement officers assigned to joint task force operations pursuant to this Agreement shall be under the supervision of those individuals specified in the joint task force operational plan approved by the cooperating agencies.

C "Joint Task Force" means in this section those task forces composed of law enforcement officers from the Tribe and City that are intended to address major law enforcement problems that cross the jurisdictional lines of each of the cooperating agencies, including but not limited to, the sale and possession of narcotics or traffic enforcement.

VIII. General Procedure For Requesting Assistance

A. In the event that a cooperating agency is in need of assistance as set forth above, an authorized representative of the agency requesting assistance shall notify the agency head or his/her designee from whom such assistance is requested. The agency head or authorized agency representative whose assistance is sought shall evaluate the situation and the agency's available resources, consult with his/her supervisors if necessary and will respond in a manner he/she deems appropriate.

B. The agency head in whose jurisdiction assistance is being rendered may determine who is authorized to lend assistance in his/her jurisdiction, for how long such assistance is authorized and for what purpose such authority is granted. This authority may be granted either verbally or in writing as the particular situation dictates.

C. Should a law enforcement officer be in another agency's jurisdiction for matters of a routine nature, such as traveling through the jurisdiction on routine business, attending a meeting or going to or from work, or transporting a prisoner, and a violation of Florida Statutes and/or Tribal law occurs in the presence of said officer, representing his/her respective agency, he/she shall be empowered to render enforcement assistance and act in accordance with applicable law. Should enforcement action be taken, said officer shall notify the agency having normal jurisdiction and upon the latter's arrival, turn the situation over to them and offer any assistance requested including, but not limited to, a follow-up written report documenting the event and the actions taken. This provision is not intended to grant general authority to conduct investigations, serve warrants and/or subpoenas or to respond without request to emergencies already being addressed by the agency of normal jurisdiction, but is intended to address critical, life-threatening or public safety situations, prevent bodily injury to citizens, or secure apprehension of criminals whom the law enforcement officer may encounter.

D. No officer shall be empowered under this agreement to operate in the Tribe's jurisdiction or the City's jurisdiction without prior approval of the agency head having normal jurisdiction.

E. The agency head's decision in these matters shall be final.

IX. Command and Supervisory Responsibility

A. The personnel and equipment that are assigned by the assisting agency head shall be under the immediate command of a supervising officer designated by the assisting agency head. Such supervising officer shall be under the direct supervision and command of the agency head or his/her designee of the agency requesting assistance.

B. Whenever an officer is rendering assistance pursuant to this Agreement, the officer shall abide by and be subject to the rules and regulations, personnel policies, general orders and standard operating procedures of his/her own agency. If any such rule, regulation, personnel policy, general order or standard operating procedure is contradicted, contravened or otherwise in conflict with a direct order of a superior officer of the requesting agency, then such rule, regulation, personnel policy, general order or procedure shall control and shall supersede the direct order.

C. Whenever there is cause to believe that a complaint has arisen as a result of a cooperative effort as it may pertain to this agreement, the agency head or his/her designee of the requesting agency shall be responsible for the documentation of said complaint to ascertain at a minimum:

1. The identity of the complainant.
2. An address where the complaining party can be contacted.
3. The specific allegation.
4. The identity of the employees accused without regard as to agency affiliation.

If it is determined that the accused is an employee of the assisting agency, the above information, with all pertinent documentation gathered during the receipt and processing of the complaint, shall be forwarded without delay to the agency head or his/her designee of the assisting agency for administrative review. The requesting agency may conduct a review of the complaint to determine if any factual basis for the complaint exists and/or whether any of the employees of the requesting agency violated any of their agency's policies or procedures.

X. POWERS, PRIVILEGES, IMMUNITIES AND COSTS

A. Law enforcement officers of the cooperating agencies when actually engaging in mutual cooperation and assistance outside of their jurisdictional limits under the terms of this Agreement, shall have the same powers, duties, rights, privileges and immunities as if the officers were performing duties inside their agencies' jurisdiction

in which normally employed including protection of Federal, Florida and Tribal laws including the Federal Tort Claims Act, as applicable.

B. Each agency agrees to furnish necessary personnel, equipment, resources and facilities and to render services to each other as set forth above; provided, however, that no agency shall be required to deplete unreasonably its own personnel, equipment, resources, facilities, and services in furnishing such aid.

C. An agency that furnishes equipment pursuant to this Agreement must bear the cost of loss or damage to that equipment and must pay any expense incurred in the operation and maintenance of that equipment.

D. The agency furnishing aid pursuant to this Agreement shall compensate its appointees/employees during the time such aid is rendered and shall defray the actual travel and maintenance expenses of its officers while they are rendering such aid, including any amounts paid or due for compensation due to personal injury or death while such officers are engaged in rendering such aid. However, the requesting agency may compensate the assisting agency during the time of the rendering of such aid and shall defray the actual travel and maintenance expenses of such officers while they are rendering such aid, including any amounts paid or due for compensation as a result of personal injury or death while such officers are rendering aid pursuant to this Agreement.

E. The privileges and immunities from liability, exemption from applicable laws, ordinances and rules, and all pension, insurance, relief, disability, workers' compensation, salary, death and other benefits that apply to the activity of an officer of an agency when performing the officer's duties within the territorial limits of the officer's agency apply to the officer to the same degree, manner, and extent while engaged in the performance of the officer's duties extraterritorially under the provisions of this Agreement.

F. Nothing herein shall prevent the requesting agency from requesting supplemental appropriations from the governing authority having budgeting jurisdiction to reimburse the assisting agency for any actual costs or expenses incurred by the assisting agency performing hereunder.

G. Nothing in this Agreement is intended or is to be construed as any transfer or contracting away of the powers or functions of one agency hereto to the other.

XI. Terms and Procedures

A. A cooperating agency will answer a specific request for voluntary cooperation or operational assistance only to the extent that the available personnel and equipment are not required for adequate protection of that agency. The commander of the agency, or the commander's designee, shall have the sole authority to determine the amount of personnel and equipment, if any, available to respond.

B. A specific request for voluntary cooperation or operational assistance shall be made by

the commander of the agency or the commander's designee.

C. Voluntary cooperation can also be initiated, within the limitations as more fully stated above, by a law enforcement officer who views an in-progress crime, a traffic violation or traffic accident, or a need for traffic control in another cooperating agency. The supervising authority of that officer shall be notified immediately to enable a supervisor from the officer's law enforcement agency to authorize and direct actions taken by the officer. An officer taking voluntary action should notify the communication liaison person in the assisted agency as soon as possible.

D. Whenever the officers of any law enforcement agency are rendering aid outside its jurisdiction and pursuant to the authority contained in this Agreement, such officers shall have the same powers, duties, rights, privileges, and immunities as if they were performing their duties in the jurisdiction in which they are normally employed.

E. Law enforcement officers responding to a specific request for voluntary cooperation or operational assistance shall be under the direction and authority of the commanding officers of the agency to which they are called; otherwise, the officers shall be under the direction and authority of the commanding officers of their own agency.

F. All wage and disability payments, pensions, workers' compensation claims, and medical expenses shall be paid by the employing agency, unless the requested agency is reimbursed by other authorities, persons or political entities.

G. Each agency shall be responsible for bearing its own costs associated with any loss or damage incurred to such jurisdiction's property, equipment, or resources as a result of the use of such property during a voluntary cooperation or operational assistance situation.

H. Each party to this Agreement shall bear all court costs, defense costs, and liability for its own law enforcement officers for acts undertaken pursuant to this Agreement unless such act was ordered by the commanding officer of the assisted agency; but if such act was not ordered by the commanding officer of the assisted agency, each agrees, to the extent permitted by applicable law, to indemnify and hold the other harmless of and from any claims, lawsuits and/or causes of action arising out of the acts, omissions and conduct of its own officers. In the event that an act or acts undertaken pursuant to this Agreement is ordered by the commanding officer directing the voluntary cooperation or operational assistance situation, any defense or court costs and liability that might arise shall be the responsibility of the agency employing the commanding officer. However, nothing contained herein shall be construed to waive or modify the provisions of F.S. 768.28 or the doctrine of sovereign immunity as to the Tribe or City.

I. This Agreement shall be binding upon the parties from the date of execution and shall continue in full force and effect until 10-12-2011. However, any party hereto may

withdraw or cancel such party's participation pursuant to this Agreement without liability to the other party hereto by providing written notice of such withdrawal no less than ten (10) calendar days prior thereto. This Agreement shall be reviewed annually for any necessary changes.

K. Each agency agrees to adopt the policy attached hereto and incorporated herein by reference, provided, however, that nothing herein shall prevent an agency administrator from adopting an internal policy that is more restrictive than this model policy regarding his or her own personnel.

XII. Forfeiture Provisions

A. In the event a cooperating agency seizes any real property, vessel, motor vehicle, aircraft, currency or other property pursuant to the Florida Contraband Forfeiture Act, or the Seminole Tribe of Florida Forfeiture Tribal Ordinance during the performance of this Agreement, the cooperating agency requesting assistance in the case of requested operational assistance and the seizing cooperating agency in the case of voluntary cooperation shall be responsible for maintaining any forfeiture action pursuant to Chapter 932, Florida Statutes and/or Tribal law as applicable. The cooperating agency pursuing the forfeiture action shall have the exclusive right to control and the responsibility to maintain the property in accordance with Chapter 932, Florida Statutes and/or Tribal law, to include, but not be limited to, the complete discretion to bring the action or dismiss the action.

B. All proceeds from forfeited property seized as a result of or in accordance with this Agreement shall be divided equally between the parties, less the costs associated with the forfeiture action.

XIII. Liability

Each agency engaging in any mutual cooperation and assistance, pursuant to this Agreement, agrees to assume responsibility for the acts, omissions, or conduct of their officers while engaged in rendering such aid pursuant to this Agreement, subject to the provisions of Section 768.28, Florida Statutes, and the Federal Tort Claims Act, Title 28, chapter 171, where applicable.

XIV. Liability Insurance

Tribe and City shall provide satisfactory proof of liability insurance. City's satisfactory proof of liability insurance shall be by one or more of the means specified in Section 768.28(15)(a), Florida Statutes. The amount of liability insurance shall be at least adequate to cover the risk to which the Tribe or City may be exposed. Should the insurance coverage, however provided, of Tribe or City be canceled or undergo material

change, that party shall notify the other party to this Agreement of such change within ten (10) calendar days of receipt of notice or actual knowledge of such change.

XV. Conflict

This Agreement is intended to provide additional authority to the tribal and municipal law enforcement officers of the Tribe and City. In any conflict between the language of this Agreement and any other agreement, this Agreement shall prevail.

IN WITNESS WHEREOF, the parties hereto cause these presents to be signed on the date specified at Hollywood Seminole Indian Reservation and Coconut Creek, Broward County, Florida.

SEMINOLE TRIBE OF FLORIDA

BY: Mitchell Cypress
Name: Mitchell Cypress
Title: Chairman of the Tribal Council
Date 11/9/06

Attest: Priscilla R. Bergen
Secretary

CITY OF COCONUT CREEK, FLORIDA

By: John P. Kelly
Date: October 17, 2006
John P. Kelly, City Manager

Attest: Barbara Price
Barbara Price, MMC,
City Clerk

APPROVED AS TO FORM:

Nancy A. Cousins
Paul Stuart, City Attorney
NANCY A. COUSINS

coccfcvcaoamaafles09-19-06.doc