

AGREEMENT

This Agreement made and entered into this _____ day of _____, 2018, by and between the CITY OF COCONUT CREEK, a Florida municipal corporation (hereinafter "City") and KLEMOW AT 5100 HILLSBORO, LLC ("Klemow") and FIRST BAPTIST CHURCH AT COCONUT CREEK, INC. ("FBC"), their successor and assigns (hereinafter "Developers"):

WITNESSETH:

WHEREAS, the City is developing a greenway network and multi-purpose path system to enhance and increase its pedestrian connections; and

WHEREAS, Developers are the owners and developers of the In the Pines and First Baptist Church of Hillsboro projects which comprise the First Baptist Church at Hillsboro Plat ("Plat"); and,

WHEREAS, the City is desirous of improving the existing Coconut Creek 69th Street Greenway ("Greenway") to include approximately 2,200 linear feet of landscaping and irrigation; and

WHEREAS, the City will allow developer improvements to the Greenway to offset One Hundred Fifty Thousand Dollars (\$150,000.00) Parks and Recreation Impact Fee Funds ("Park Impact Fee") as required by Ordinance 2015-012 relating to the In the Pines project and will contribute Sixty Thousand Dollars (\$60,000.00) to the cost of the Greenway construction to be paid as a direct payment to the Developers with the Developers being responsible for all costs after the City's contribution pursuant to the approved plans; and

WHEREAS, the Developers have agreed to construct the remainder of the landscaping and irrigation of the Greenway beyond the limits of their projects in order to complete the Greenway; and

WHEREAS, City is desirous of providing a pedestrian connection efficiently and cost effectively, and Developers are responsible for constructing part of the Greenway as a condition of the approval of the site plans for the In The Pines and First Baptist Church at Hillsboro projects and will construct said landscaping and irrigation consistent with the approved plans for the Greenway as more fully defined in the construction agreement executed concurrently herewith and attached as Exhibit A as set forth below to satisfy developer obligations as well as to assist City with completing the Greenway; and

WHEREAS, upon completion and City's approval of the Greenway and associated amenities, the City will assume perpetual maintenance responsibility for the Greenway.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants herein contained, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. That the Developers shall furnish the design and all materials and equipment necessary to perform all of the work for the design and construction of the Greenway as provided by the following enumerated Documents and Specifications, which are attached hereto and made a part hereof, as if fully contained herein:

- a) Construction Agreement between Developers and City (attached hereto as Exhibit "A") ("Construction Agreement);
- b) Approved Greenway Planting Design Plans dated 3/31/2017; and
- c) Approved Greenway Irrigation Design Plans dated 5/18/2017.

2. That the City hereby agrees to pay or contribute to Developers for the faithful performance of this Agreement, in lawful money of the United States, the amount of:

TWO HUNDRED TEN THOUSAND DOLLARS

(\$210,000.00), in accordance with this Agreement and the Construction Agreement which shall consist of the One Hundred Fifty Thousand Dollars (\$150,000.00) Park Impact Fee to be offset by Developer improvements to the Greenway and an additional Sixty Thousand Dollars (\$60,000.00) to be paid by the City.

3. No additional work shall be done unless the same shall be

duly authorized in writing by the City.

[THIS SPACE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and date first above written, in three (3) counterparts, each of which shall, without proof or accounting for the other counterpart be deemed an original Contract.

WITNESSES:

KLEMOW AT 5100 HILLSBORO, LLC.

BY: _____
NAME: _____
TITLE: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _ day of _____, 2018, by _____ of KLEMOW AT 5100 HILLSBORO, LLC. He/She is personally known to me/or has produced _____ (type of identification) as identification and did (did not) take an oath.

Signature of Notary Public

Print, Type, or Stamp Commissioned
Name of Notary Public)

WITNESSES:

FIRST BAPTIST CHURCH AT
COCONUT CREEK, INC.

BY: _____

NAME: _____

TITLE: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _ day
of _____, 2018, by _____ of FIRST
BAPTIST CHURCH AT COCONUT CREEK, INC. He/She is
personally known to me/or has produced
_____(type of identification) as identification and did
(did not) take an oath.

Signature of Notary Public

CITY OF COCONUT CREEK,

By: _____

Title: Mary C. Blasi, City Manager

ATTEST:

Leslie Wallace May, MMC, City Clerk

DATE:

APPROVED AS TO FORM:

Terrill C. Pyburn, City Attorney