

PRE-ANNEXATION AGREEMENT

THIS PRE-ANNEXATION AGREEMENT ("Pre-Annexation Agreement") is made and entered into this 17 day of November, 1997 by and among the CITY OF COCONUT CREEK, FLORIDA, a municipal corporation ("City"), and FLORIDA PREPARATORY SCHOOLS MANAGEMENT II, LTD., a Florida limited partnership ("School"), NORTH BROWARD FARMS, INC., a Florida corporation ("NBF"), and GEORGE D. HANSEN, individually, ("Hansen") (School, NBF and Hansen collectively hereinafter referred to as ("Owners"))).

WITNESSETH:

WHEREAS, Owners own certain real property which is located in unincorporated Broward County, Florida ("County") which is designated Estate on the County's Land Use Plan and is also included in the property legally described on Exhibit "A" attached hereto and made a part hereof (the "Annexation Property"); and

WHEREAS, the Parties desires to annex the Annexation Property into its municipal boundaries and have initiated the process required by law to enact an ordinance adopting a petition for voluntary annexation of the Annexation Property into the City, pursuant to Section 171.044(2), Florida Statutes ("Annexation"); and

WHEREAS, Owners have constructed certain improvements for school use and ancillary uses thereto on a portion of the Annexation Property; and

WHEREAS, the City will be providing the Annexation Property with certain public facilities and services; and

WHEREAS, Owners have agreed to compensate the City in accordance with the terms and conditions of this Pre-Annexation Agreement for services provided; and

WHEREAS, Owners have proposed an Interlocal Agreement by and among the City of Coconut Creek, Broward County and Owners related to the processing of all further permitting approvals, and inspections applicable to the Annexation Property (“Interlocal Agreement”) which would be effective prior to formal annexation; and

WHEREAS, the City is willing to enter into this Pre-Annexation Agreement pursuant to the authority of the Florida Constitution (including Article VIII, Section 2(b) and (m) thereof), the general powers conferred upon municipalities by statute and otherwise (including Chapter 166, Florida Statutes), and the City’s Charter.

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

1. The foregoing recitations are true and correct and are incorporated herein by reference. Any exhibits to this Pre-annexation Agreement are hereby deemed a part hereof.
2. Owners represent and warrant to the City as to each owner’s respective property, that Owners are the sole owners of all legal and equitable interest in their respective real property comprising the Annexation Property. In accordance with the provisions hereof and subject thereto, Owners agree to reasonably support and cooperate with City’s efforts to annex the Annexation Property into the City provided it is at no cost to Owners.

3. City and Owners agree that the Annexation is expressly contingent upon the following: (1) review and approval by the Broward County Legislative Delegation; and (2) the statutory requirements of Chapter 95-542 Laws of Florida.

4. The City agrees that the use of the Annexation Property as a School and other uses directly related thereto are appropriate uses of the Annexation Property, in that the portion of the Annexation Property currently utilized for school purposes is zoned Institutional (I-1) on the unincorporated Broward County zoning map and is designated Estate on the Unincorporated Future Land Use Map.

5. Upon annexation of the Annexation Property, the City shall, as expeditiously as possible, amend the City's Comprehensive Plan and Map to include the Annexation Property as Estate, or other consistent land use category which permits private school facilities and ancillary uses, and shall review and process an application to rezone the Annexation Property to a Zoning District permitting the School and directly related uses concerning same.

6. City agrees that following the approval of this Pre-Annexation Agreement by the City Commission, and upon the effective date of the Interlocal Agreement the City shall thereafter review and process all plans and permits, and perform all inspections in accordance with the requirements of the South Florida Building Code and the Interlocal Agreement. The City acknowledges that a copy of the School's approved site plan has been reviewed by the City prior to approval of this Pre-Annexation Agreement. All improvements currently located within the Annexation Property are in conformance with all applicable zoning, land development and building regulations of Broward County and the City recognizes and accepts that standard for existing facilities.

7. The City shall treat the School as if the School was inside City boundaries for purposes of all permitting, inspections, and approvals for future improvements proposed within the Annexation Property and shall review all applications in as expeditious a manner as possible.

8. This Pre-Annexation Agreement shall be incorporated into the petition for annexation into the City which was submitted concurrent with this Pre-Annexation Agreement subject to the terms and conditions of this Pre-Annexation Agreement.

9. Effective upon execution of this Pre-Annexation Agreement, the City shall provide all usual public services as provided throughout the City to the Annexation Property. Owner further agrees to pay City on or before the effective date of the Annexation and on the anniversary date each year thereafter, \$19,000.00 to City to reimburse City for expenses incurred in providing supplemental public services to the Annexation Property. In the event that at any time in the future, the Annexation Property is no longer tax exempt, the \$19,000.00 payment shall automatically terminate and the Annexation Property shall be subject to all such applicable taxes.

10. This Pre-Annexation Agreement sets forth all of the promises, covenants, agreements, conditions and understandings among the parties hereto, and supersedes all prior and contemporaneous agreements, understandings, inducements or conditions, express or implied, oral or written, except as herein contained.

11. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine and neuter, singular or plural, as the identify of the party or parties, personal representatives, successors or assigns may require.

12. City acknowledges that Owners are relying upon City's representations as to its authority to enter into and perform its obligations under this Pre-Annexation Agreement, and that the City has complied with all procedural and substantive conditions precedent to doing so.

13. The invalidity of any provision hereof shall in no way affect or invalidate the remainder of this Pre-Annexation Agreement.

14. This Pre-Annexation Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall together constitute one and the same instrument.

15. This Pre-Annexation Agreement shall be construed in accordance with the laws of the State of Florida, and any proceeding arising between the parties in any manner pertaining to this Pre-Annexation Agreement shall, to the extent permitted by law, be held in Broward County, Florida.

16. The obligations imposed pursuant to this Pre-Annexation Agreement shall run with and bind the Annexation Property as covenants running with such property and this Pre-Annexation Agreement shall be binding upon and enforceable by and against the parties hereto, their personal representatives, heirs, successors, grantees and assigns.

17. City agrees that, pursuant to the terms and conditions contained herein, Owners shall have vested rights for the improvements located within the Annexation Property at the time of execution of this Pre-annexation Agreement for so long as the Annexation Property is used as a School and those uses directly related thereto.

18. In the event this Pre-Annexation Agreement, for any reason whatsoever, is terminated or canceled, or becomes void, nothing herein shall require the Owners to consent or forebear

opposition to, or permit, annexation of their respective properties, and this Pre-Annexation Agreement shall not be used by the City, or any claiming by or through the City, for any purposes in connection with annexation of the Owners' respective properties.

IN WITNESS WHEREOF, the parties hereto have executed this Pre-Annexation Agreement as of the day and year written above.

WITNESSES:

FLORIDA PREPARATORY SCHOOLS MANAGEMENT II, LTD., a Florida limited partnership

[Signature]
Print Name MARK DAVIDSON

By: Preparatory Schools Management, Inc., a Florida corporation, as general partner

Anita M Brown
Print Name ANITA M BROWN

By: *[Signature]*
William Spruce, Vice President

STATE OF FLORIDA)
) SS:
COUNTY OF BROWARD)

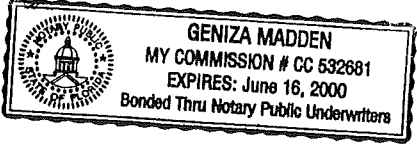
I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by William Spruce, the Vice-President of Preparatory Schools Management, Inc., as general partner of Florida Preparatory Schools Management II, Ltd., a Florida limited partnership, freely and voluntarily under authority duly vested in him by said corporation and that the seal affixed thereto is the true corporate seal of said corporation. He is personally known to me or who has produced _____ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 17 day of November, 1997.

[Signature]
Notary Public

Typed, printed or stamped name of Notary Public

My Commission Expires:



WITNESSES:

Debra J. Vannotti
Print Name Debra J. Vannotti

Robert L. Soos, Jr.
Print Name ROBERT L. SOOS, JR.

George D. Hansen, as Trustee under the
Thomas A. El-Ramey Irrevocable Trust dated
December 30, 1992

By: George D. Hansen

STATE OF FLORIDA)
) SS:
COUNTY OF MONROE)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State
aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was
acknowledged before me by GEORGE D. HANSEN, as Trustee, who is personally known to me or
who has produced FL Drivers License as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 11th day of
November, 1997.

Dolores J. Shafer
Notary Public

Dolores J. Shafer
Typed, printed or stamped name of Notary Public

My Commission Expires: 9-26-1998



DOLORES J. SHAFER
MY COMMISSION # CC407400 EXPIRES
September 26, 1998
BONDED THRU TROY FAIN INSURANCE, INC.

WITNESSES:

[Signature]

Print Name *Mark Davids*

[Signature]

Print Name *ANITA M. BROWN*

NORTH BROWARD FARMS, INC., a
Florida corporation

By: *[Signature]*
William Spruce, Vice President

(SEAL)

STATE OF FLORIDA)
) SS:
COUNTY OF _____)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by WILLIAM SPRUCE, the Vice-President of NORTH BROWARD FARMS, INC., a Florida corporation, freely and voluntarily under authority duly vested in him/her by said corporation and that the seal affixed thereto is the true corporate seal of said corporation. He/She is personally known to me or who has produced _____ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this *17* day of *November*, 1997.

[Signature]

Notary Public

Typed, printed or stamped name of Notary Public

My Commission Expires:



CITY

CITY OF COCONUT CREEK

ATTEST:

Barbara Stree
City Clerk

By: _____
Mayor-Commission

_____ day of _____, 199__

By: John P Kelly
City Manager

8 day of DECEMBER, 1997

APPROVED AS TO FORM:

By: Marcia A. Allen
City Attorney

EXHIBIT "A"

ANNEXATION PARCEL 1-98

LEGAL DESCRIPTION:

A portion of Sections 31 and 32, Township 47 South, Range 42 East, Broward County, Florida, more particularly described as follows:

Parcel "A", THE NORTH BROWARD SCHOOL PLAT, according to the Plat thereof as recorded in Plat Book 163, Page 19 of the Public Records of Broward County, Florida

TOGETHER WITH the West one-half (W ½) of Tracts 28 and 29, Block 83, PALM BEACH FARMS CO. PLAT NO. 3, lying South of the Hillsboro Canal, according to the Plat thereof as recorded in Plat Book 2, Pages 45 through 54, of the Public Records of Palm Beach County, Florida.

TOGETHER WITH the East 50.00 feet of Tract 30, Block 83, PALM BEACH FARMS CO. PLAT NO. 3, according to the Plat thereof as recorded in Plat Book 2, Pages 45 through 54, of the Public Records of Palm Beach County, Florida.

TOGETHER WITH Tract 38, Block 83, less the East 50.00 feet, PALM BEACH FARMS CO. PLAT NO. 3, according to the Plat thereof as recorded in Plat Book 2, Pages 45 through 54, of the Public Records of Palm Beach County, Florida.

TOGETHER WITH That part of the South one-half (S ½) of Hillsboro Canal and Rights-of-Way contiguous to the above described properties as shown in the attached sketch.

Said lands lying and situate in Broward County, Florida containing 57 acres more or less.

ANNEXATION PARCEL

MAP 1

TRACT 28

TRACT 29

130'

TRACT 28

BLOCK 83
PALM BEACH FARMS
(P.B. 2, PGS. 45 - 54, P.B.C.R.)

83
CO. PLAT NO. 3
(P.B. 2, PGS. 45 - 54, P.B.C.R.)

TRACT 29

TRACT 39

SCALE: 1" = 300'

50'

TRACT 30

50'

TRACT 38

PALM BEACH FARMS CO. PLAT NO. 3
(P.B. 2, PGS. 45 - 54, P.B.C.R.)

TRACT 37

50'

PARCEL "A"

THE NORTH BROWARD SCHOOL PLAT
(P.B. 163, PG. 19 - B.C.R.)

TRACT 36

BLOCK 83
PALM BEACH FARMS CO. PLAT NO. 3
(P.B. 2, PGS. 45 - 54, P.B.C.R.)

TRACT 35

RIGHT-OF-WAY
DEDICATED PER PLAT
(P.B. 163, PG. 19 - B.C.R.)

N.W. 74TH STREET

S.W. CORNER
SECTION 32-47-42

HILLSBORO CANAL
CENTRAL & SOUTHERN FLORIDA FLOOD CONTROL DISTRICT
HILLSBORO CANAL R/W MAP, SHT. HILLS-10, (SHT 8 OF 14); REVISED 12/82

CENTERLINE
OF HILLSBORO CANAL

130'

TRACT 25 83
BLOCK 83
N.W. 79TH COURT

30' R/W

WEST LINE
SEC. 32-47-42

TRACT 33

OLD LYONS RD. R/W
(P.B. 2, PGS. 45-54,
P.B.C.R.)

LYONS ROAD

(O.R.B. 10642, PG. 409 - B.C.R.) - 5' R/W
OLD LYONS RD. R/W
(P.B. 2, PGS. 45-54, P.B.C.R.)
(P.B. 148, PGS. 30, - .B.C.R.)

ESTATES OF LYONS GATE



AVIROM & ASSOCIATES, INC.
SURVEYING & MAPPING
50 S.W. 2ND AVENUE, SUITE 102
BOCA RATON, FLORIDA 33432
TEL. (561) 392-2594, FAX (561) 394-7125

JOB #5729-6

DATE: 10/17/97

SHEET 2 OF 2