

INTERLOCAL AGREEMENT

This Interlocal Agreement is entered into by and between:

CITY OF DANIA BEACH, a municipal corporation of the
State of Florida ("City"),

and

BROWARD COUNTY, a political
subdivision of the State of Florida ("County").

WHEREAS, this Interlocal Agreement ("Agreement") is entered into pursuant to the parties' authority under Section 163.01, Florida Statutes, also known as the "Florida Interlocal Cooperation Act of 1969," and under the parties' respective charter and constitutional home rule powers; and

WHEREAS, the County is the owner and operator of the Fort Lauderdale-Hollywood International Airport ("Airport"); and

WHEREAS, the County operates the Airport by and through the Broward County Aviation Department ("BCAD" or "Aviation Department"), which is responsible for the day-to-day operation and maintenance of the Airport; and

WHEREAS, the City abuts the Airport and portions of the City are within the projected 2020 65+ DNL noise exposure contours identified in the "2008 ROD" (as hereinafter defined); and

WHEREAS, in October, 1995, the City and the County entered into that certain Interlocal Agreement between Broward County and City of Dania pertaining to Expansion and Jurisdiction of Fort Lauderdale-Hollywood International Airport ("1995 Interlocal Agreement") which was entered as a Stipulated Final Judgment in the case of Dania Beach v. Broward County, Case No. 93-18222(05) in the Seventeenth Judicial Circuit of Florida; and

WHEREAS, the Federal Aviation Administration ("FAA") approved the expansion of the Airport's Runway 9R-27L, now known as Runway 10R-28L ("South Runway"), in a Record of Decision issued in December 2008 ("2008 ROD"); and

WHEREAS, in the 2008 ROD the FAA authorized the County to implement noise mitigation measures addressing the impacts on residential units within the 2020 65+ DNL noise exposure contours in the City that result from the expansion of the South Runway to 8,000 feet under the FAA's Preferred Alternative B1b ("Expanded South Runway") and the 2008 ROD identifies noise mitigation measures that would be eligible for federal funding; and

WHEREAS, on October 8, 2010, the City filed a Motion to Enforce Stipulated Final Judgment in the case of Dania Beach v. Broward County, Case No. 93-18222(05), in the Seventeenth Judicial Circuit of Florida, and amended that motion on September 4, 2012; and

WHEREAS, on November 15, 2010, the County filed a Cross-Motion for Relief from the Stipulated Final Judgment; and

WHEREAS, the parties are desirous of resolving and settling the outstanding litigation, avoiding further litigation with respect to the Expanded South Runway, and putting into effect certain noise

abatement and mitigation measures to address noise impacts on the residents of the City occasioned by the Expanded South Runway.

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

1. Recitals. The above recitals are true and correct, and are incorporated herein by reference.

2. County's Obligations as to Potential Noise Impacts. The 2008 ROD identified areas that could be potentially impacted by noise resulting from the Expanded South Runway. With respect to potential noise impacted areas that may result from the Expanded South Runway, the County hereby agrees as follows:

(a) Voluntary Night Closure. The County will implement a voluntary night closure of the Expanded South Runway pursuant to the following conditions ("the Voluntary Night Closure"), by seeking an agreement with Airport users concerning a voluntary nighttime limitation on use of the Expanded South Runway. If the County is unable to implement the voluntary night closure through an agreement with the Airport users, the County shall, in coordination with and in agreement with the City, seek FAA approval of an informal runway use program that would include a new FAA tower order. The FAA's correspondence to the County's Director of Aviation dated May 7, 2012 identifies the user agreement and informal runway use program as options for implementing a voluntary night closure.

(i) Time of Voluntary Night Closure: 10 p.m. - 5 a. m.

(ii) Conditions: In the event any of the following conditions shall occur, the Voluntary Night Closure shall not be in effect during the continuance of the condition:

a. When necessitated by considerations of weather, air traffic safety, and efficiency, as determined by pilots or the Air Traffic Control Tower; or

b. During construction or maintenance work on the airfield or the 10L-28R North Runway (which runway was formerly known as the 9L-27R North Runway) or closure of the said North Runway for any other reason; or

c. The existence of an emergency or safety condition, as declared by the pilot, the Air Traffic Control Tower, or the Airport Aviation Director.

(iii) Voluntary Night Closure Effective Date:

a. The Voluntary Night Closure will go into effect on the date the FAA authorizes the opening of the Expanded South Runway for use by commercial aircraft traffic (the "Runway Opening Date").

b. The Voluntary Night Closure shall remain in effect until a new Part 150 noise study ("New Part 150 Study") for the Airport is completed by the County and the FAA has made a determination based on the New Part 150 Study. The FAA's determination as a result of the New Part 150 Study shall establish whether or not the Voluntary Night Closure of the Expanded South Runway will remain in effect and, if so, for what periods of time and under what conditions. In order to ensure that the New Part 150 Study sufficiently considers the impact of the Voluntary Night Closure, the County shall not commence the New Part 150 Study before eighteen (18) months following the

Runway Opening Date, unless the County determines it is required to do so pursuant to other legal obligations.

c. The County agrees that in the development of the New Part 150 Study, as described in subparagraph 2(a)(iii)(b), above, the County will include the Voluntary Night Closure as an abatement measure to be analyzed as part of such New Part 150 Study. The County further agrees that it will include continuation of the Voluntary Night Closure in its recommendations to the FAA in connection with such New Part 150 Study unless the City agrees in writing to the contrary.

(b) Noise Mitigation. The County shall implement the Amended Noise Mitigation Plan (the "Noise Mitigation Plan") approved by the Board of County Commissioners on October 23, 2012, as modified to conform to the requirements of the FAA. The Noise Mitigation Plan may also be revised to contain other programs, components, measures, provisions and conditions, so long as they are not inconsistent with the provisions of subparagraphs (i) through (iv) below. Reference in this Agreement to "65+ DNL noise contours" shall mean the 2020 65+ DNL noise exposure contours for the Airport that are depicted in the 2008 ROD. The parties acknowledge that the County intends to seek federal funds with respect to the noise mitigation measures included in its Noise Mitigation Plan. The County shall not be obligated to implement any noise mitigation program, measure, component, provision, or condition, which is not eligible for federal funds, and the Noise Mitigation Plan may be revised by the County to address FAA requirements, so long as it does not conflict with subparagraph (i)-(iv) below.

(i) Voluntary Sound Insulation Program. The Voluntary Sound Insulation Program will include the following provisions:

a. Voluntary sound insulation shall be available for all eligible single family and multi-family residential units located within the 65+ DNL noise contours, plus adjacent areas included within natural boundaries and neighborhood blocks as identified in the 2008 ROD. Approximately 1,706 single and multi-family units are located in areas eligible for the sound insulation program under the 2008 ROD. Notwithstanding the foregoing, in accordance with correspondence received by the County from the FAA on February 16, 2012 and May 7, 2012, if the existing monitored interior noise level for habitable areas in a residential unit is below 45 dB, the property is considered to be already airport compatible by the FAA and such unit is not eligible for the Voluntary Sound Insulation Program.

b. Participation in the Voluntary Sound Insulation Program shall be voluntary, at the eligible property owner's option.

c. The costs of obtaining and installing the residential sound insulation treatments shall be borne by Broward County.

d. An aviation easement will not be required as a condition of participating in the Voluntary Sound Insulation Program.

e. The County shall send written notice to the City and to all persons eligible for the Voluntary Sound Insulation Program. The residential owners that have elected to enter this Voluntary Sound Insulation Program will be grouped together by the County's sound insulation program administrator into construction bid packages, with each bid package containing a number of residential properties to be sound insulated (as determined by the program administrator). When the construction bid package is being prepared for the last group of residential properties that have elected to enter this program, the County's program administrator will send a letter by certified mail

return receipt requested ("final notice") to all owners of residential properties that are eligible for this program, but who have not yet elected to enter the program. The County also shall give the City a list of all such remaining eligible persons no later than the date of the final notice sent to eligible persons. The residential property owners will then have a period of time, as stated in the final notice (but not less than 30 days), to elect to enter the Voluntary Sound Insulation Program. Any property owner who does not elect to enter the program within the period stated in the County's final notice shall no longer be eligible to enter the Voluntary Sound Insulation Program.

(ii) Voluntary Sales Assistance Program. The County will offer two options under the Voluntary Sales Assistance Program: (1) a Standard Sales Assistance Program ("Standard Program"), and (2) a Conveyance and Release Agreement Program ("CAR Program"). Eligible owners may elect to participate in one of the two programs, subject to the requirement that for residential units with an interior noise level for habitable areas of 45 dB or above, the property must first have completed the Voluntary Sound Insulation Program.

a. Participation in the Voluntary Sales Assistance Program shall be voluntary, at the eligible property owner's option.

b. The Voluntary Sales Assistance Program (both Standard Program and CAR Program) shall be available for owners of all single family homes, condominium units, townhomes, and 2-unit residences located within the 65+ DNL noise contours who purchase their residences before the Effective Date of this Agreement. Approximately 857 single and 2-unit residences are located in the 65+ DNL noise contours that are eligible for the Voluntary Sales Assistance Program. Unlike the Voluntary Sound Insulation Program, the Voluntary Sales Assistance Program does not include homes or units within the natural boundaries and neighborhood block areas adjacent to the 65+ DNL noise contours.

c. The Voluntary Sales Assistance Program shall not be available for owners of multi-unit residences that contain 3 or more units, including apartment buildings and triplexes, quad-plexes, etc.

d. Participants in the CAR Program are not eligible to participate in the Standard Program and participants in the Standard Program are not eligible to participate in the CAR Program.

e. If the existing monitored interior noise level for habitable areas in an eligible unit is 45 dB or above, the property must have completed the Voluntary Sound Insulation Program to be eligible for participation in either component of the Voluntary Sales Assistance Program (i.e., participation in either the Standard Program or the CAR Program).

f. If the existing monitored interior noise level for habitable areas in an eligible unit is below 45 dB, the property is considered to be already airport compatible by the FAA. Therefore an owner of such unit may enter the Voluntary Sales Assistance Program (i.e., participation in either the Standard Program or the CAR Program) without first receiving sound insulation treatments under the Voluntary Sound Insulation Program. The owner of such a unit is not eligible to enter the Voluntary Sound Insulation Program, since the unit is already airport compatible.

g. The Standard Program. The Standard Program is designed to allow participating owners the ability to sell their home on the open market with

assistance from the County if the home, in an arms-length sale, should sell for less than fair market value ("FMV"). The property owner will be responsible for marketing and selling the property. If the property, in an arms-length sale, sells for less than FMV, the County will provide a cost differential of up to 25% of the FMV, consistent with FAA approvals for grant eligibility and subject to FAA requirements regarding calculation of the cost differential and other factors. The sum of the selling price of the property, plus the County's cost differential payment, shall not exceed the FMV of the property. The County anticipates that the Voluntary Sales Assistance Program will be in effect for multiple years, due to an annual limitation on the number of houses allowed to participate in the Standard Program based on a sales absorption rate intended to discourage blight and a rapid diminution of value of the remaining homes. The parties acknowledge that the Standard Program currently anticipates a sales absorption rate of 22 homes per year. The County agrees to update the sales absorption rate on an annual basis. If an eligible property's previous owner declined to participate in the Standard Program, the County may require any new eligible owner who wishes to participate to wait until other eligible owners have had the opportunity to participate. The following appraisal methods shall be employed to the full extent they are consistent with FAA guidelines, approvals, and grant requirements:

i. The County shall obtain an appraisal of the FMV of the property by a certified appraiser. The property owner may also, at the property owner's cost, obtain an appraisal of the FMV of the property by a certified appraiser. All appraisers referenced in this paragraph (g) shall meet FAA certification standards.

ii. The appraisal(s) will be reviewed by a certified appraiser ("review appraiser") who will generate a written document to accompany the appraisals, which written document is known as the Review Appraiser's Statement ("RAS"). The RAS will provide a full and complete review of the appraisal(s).

iii. The review appraisers shall be determined as follows: The County will provide its list of certified appraisers to the City. The City shall select four (4) appraisers from that list as the pool of potential review appraisers. The County shall select the appraiser to prepare the RAS from the pool of potential review appraisers established by the City.

iv. The RAS will set the FMV for the property. All appraisals and the RAS must be prepared and performed in accordance with: 42 USC Ch. 61, "Uniform Relocation Assistance and Real Property Acquisition Policies for Federal and Federally Assisted Programs; 49 CFR Part 24, "Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs"; the Uniform Standards of Professional Appraisal Practice ("USPAP"); 49 U.S.C. § 47504(f), "Determination of Fair Market Value of Residential Properties"; and all other applicable state, local and FAA standards.

v. Notwithstanding the foregoing, a property owner participating in the sales assistance program is not required to obtain an appraisal. The County's Noise Mitigation Plan administrator and the City's designee may mutually agree to modify the provisions hereof as to the method for obtaining and preparing appraisals, so long as such modifications are in accordance with the federal requirements.

Under the Standard Program, the seller will sign and convey a Conveyance and Release Agreement ("CAR Agreement") to the County which will be recorded at the closing of the sale of the property, prior to recording the property deed being conveyed to the new owner. At such closing, all mortgages and liens that are encumbrances on the property must be subordinated to the CAR Agreement. The new property owner will not be eligible for the Voluntary Sales Assistance Program or any sound insulation treatments except for those that may have been previously installed by the County prior to the closing. The CAR Agreement provided by the owner shall acknowledge receipt of the differential payment by the County as consideration and shall be in the form of the CAR Agreement attached hereto and made a part hereof as **Exhibit A**.

h. The CAR Program. The CAR Program is offered to eligible property owners in light of the limited absorption rate and the resulting length of time required to complete the Standard Program. Eligible property owners who do not want to participate in the Standard Program will be eligible to participate in the CAR Program and receive a benefit payment of either 14.4% or 21.9% of the FMV of the property, as applicable. If the property has participated in the Voluntary Sound Insulation Program, the property owner will be eligible for a 14.4% payment. If the existing monitored interior noise level for habitable areas in a residential unit is below 45 dB, the property owner shall not be eligible to participate in the Voluntary Sound Insulation Program, but will be eligible for a 21.9% payment under the CAR Program. In exchange for the County's payment of the applicable percentage of FMV (i.e., 14.4% or 21.9%), the property owner will sign and convey a CAR Agreement to the County which will be recorded against the property. Under the CAR Program the property owner is required to provide the County with a recordable agreement from all existing mortgagees and lien holders that subordinates their liens to the CAR Agreement. The CAR Agreement provided by the owner shall acknowledge receipt of the applicable percentage payment set forth in this subparagraph as consideration and shall be in the form of the CAR Agreement attached hereto and made a part hereof as **Exhibit A**. Valuation of the FMV of the property shall be consistent with valuation methodology as described in subparagraph (g) above for the Standard Program. The CAR Program will be available to eligible property owners until one year after the Expanded South Runway opens, or six months after either sound insulation is completed or the County notifies the homeowner that the property is not eligible for insulation as provided above, whichever is later.

(iii) Mobile Home Park Acquisition. The County shall pursue voluntary acquisition of the mobile home parks identified in the 2008 ROD.

(iv) No Requirement to Purchase Property. The parties acknowledge and agree that the County is not required to include a purchase assurance program or the use of eminent domain as airport compatibility or noise mitigation measures in the Noise Mitigation Plan for the Expanded South Runway. The County, however, agrees to consider the use of eminent domain if the New Part 150 Study identifies incompatible land uses around the Airport within the City of Dania Beach, and if such eminent domain acquisition is eligible for federal funding.

(c) FAA Approval. The County expressly represents that the FAA has accepted, in general terms, in the 2008 ROD, the Voluntary Sound Insulation Program and the Voluntary Sales Assistance Standard Program. The County acknowledges that the City is entering into this Agreement in reliance upon this representation. The City acknowledges that the County may need to engage in further coordination with the FAA in order to implement the noise mitigation programs in paragraph 2(b), including the development of acceptable procedures for implementing these programs. FAA acceptance of the CAR Program is addressed in paragraph 7 below.

3. County Obligations Upon Litigation Dismissal. Once all actions are dismissed in accordance with Paragraph 7 below, and following the "CAR Approval Date" (as defined in Paragraph 7), the County will: (1) proceed with modifying its Noise Mitigation Plan to include the CAR Program; (2) proceed with implementation of the Voluntary Night Closure process in accordance with Paragraph 2(a), above; and (3) proceed with implementing Paragraphs 4 and 5 below.

4. Land Use and Real Property. The parties have agreed to address properties described as the (a) Escheated Properties, (b) Plats 7 and 8, (c) Trails End, and (d) Other County-Owned Parcels, as follows:

(a) Escheated Properties. The "Escheated Properties" are identified in **Exhibit B**, attached hereto and made a part hereof. The County agrees that for the properties listed in **Exhibit B** that have not already been conveyed by the County prior to the Effective Date (as defined in Paragraph 7 below), if any such properties are subsequently conveyed to the City pursuant to County policy, they will not be restricted to affordable housing use only.

(b) Plats 7 and 8. These parcels are identified as Plat 7 and Plat 8 in **Exhibit C**, attached hereto and made a part hereof. The County agrees to sell the properties unless prohibited by FAA and/or Florida Department of Transportation (FDOT). The County will seek FAA and FDOT approval and/or agreement to sell Plats 7 and 8 within 90 days after the Effective Date, as defined in Paragraph 7 of this Agreement, to the extent that the FAA and FDOT have not already agreed to the sale of those properties. The following procedures will apply to the full extent they are not inconsistent with any applicable FAA or FDOT requirements or guidelines: The County will appraise Plats 7 and 8 within 180 days after FAA and FDOT agreement to the sale of the plats and use the appraised value as an upset price for the plats in a competitive bidding process. The County will sell Plats 7 and 8 in a competitive bidding process in conformance with state law, the County's surplus property disposition procedures, and the requirements of the FAA and FDOT, within ninety (90) days after receipt of appraisals and any required FAA and FDOT sign offs, unless the parties mutually agree in writing to a different schedule (the City Manager and County Director of Aviation are authorized to agree to a different schedule). Plats 7 and 8 shall be conveyed by County Quit-Claim Deed in form attached hereto and made a part hereof as **Exhibit C-1**, and shall be subject to a Declaration of Covenants, Restrictions and Easements, in the form recorded at OR Book 33028, page 679 of the County's public records.

(c) Trails End. The Trails End property is owned by the County and is identified on **Exhibit D**, attached hereto and made a part hereof. Following completion of the Expanded South Runway, the County will seek the input of the City regarding any plans for the utilization of the site.

(d) Other County-Owned Parcels. These parcels are identified on **Exhibit E**, attached hereto and made a part hereof. The County and the City agree to cooperate on the planning for these parcels in order to put them back on the tax rolls of the City. The parties shall review these parcels and agree on a configuration of parcels intended to optimize their marketability in light of the City's applicable IROM zoning.

(i) The County agrees to sell the properties unless prohibited by the FAA and/or FDOT. The County will seek FAA and FDOT approval and/or agreement to sell the properties within 90 days after the Effective Date, to the extent that the FAA and FDOT have not already agreed to the sale of those properties. The following procedures will apply to the full extent they are not inconsistent with any applicable FAA or FDOT requirements or guidelines: The County will appraise the parcels within 180 days after FAA and FDOT agreement to the sale of the parcels and use the appraised value as an upset price for the parcels in a competitive bidding process. The County will sell the parcels in conformance with state law, the County's surplus property disposition procedures, and the requirements of the FAA and FDOT within ninety (90) days after receipt of appraisals and required FAA and FDOT sign-offs, unless the parties mutually agree in writing to a different schedule (the City Manager

and County Director of Aviation are authorized to agree to a different schedule). The parcels shall be conveyed by County Quit-Claim Deed in form attached hereto and made a part hereof as **Exhibit C-1**, and shall be subject to a Declaration of Covenants, Restrictions and Easements, in the form recorded at OR Book 33028, page 679 of the County's public records.

(ii) If any of the parcels do not sell in the competitive bidding process, the parties will cooperate to develop a plan for utilization of the parcels at their highest and best use, consistent with Airport operations, and then jointly market the parcels for lease to the extent permitted by law, to a nongovernmental, for profit entity, with the County as the lessor, within 180 days after the failure of the parcels to sell in the competitive bidding process.

5. Other County Commitments.

(a) The County and City acknowledge that the South Runway Expansion may have exacerbated stormwater management issues near Taylor Road and/or Taylor Lane in Northeast Dania Beach. The County agrees to provide up to \$450,000 (as necessary) in the form of in-kind services to address those issues, which the parties agree is a good faith estimate of the cost of the stormwater management issues in that area resulting from the Expanded South Runway. This commitment is conditioned on timely receipt of plans and information from the City that is sufficient to allow the County to issue appropriate change orders and other instructions to its contractors. This commitment by County is further conditioned on the County's ability to start such work under its existing contracts no later than February 1, 2014.

(b) The County agrees to relocate trees and other vegetation from the Airport and other sites to property located south of Griffin Road, along the southeastern Griffin Road corridor, between I-95 and US Highway 1, in coordination with the City. The County and City agree to jointly seek FDOT's approval to relocate the trees and other vegetation onto FDOT property, and if FDOT does not approve, to find a mutually agreeable location on other property owned by the County. With respect to such relocation of trees and vegetation, the County will not be required to incur any costs associated with City permit fees or fees under the City's "tree removal ordinance" (also referred to as "canopy ordinance"). The City agrees that with respect to such relocation and before the County proceeds with the actual relocation of any trees or any other vegetation, the City will either: (1) waive all costs under the City's canopy ordinance and waive all City permit fees, or (2) reimburse the County for all City permit fees and costs under the City's canopy ordinance, before the County proceeds with the actual relocation of the trees and any other vegetation.

(c) The County agrees to allow the City to erect at City's expense an approved welcome sign on the Hilton property, at a location to be determined by the County. The County agrees to replace the existing welcome sign and associated landscaping at Griffin Road and U.S. Highway 1, at a cost not to exceed \$250,000. The City shall be responsible for the maintenance and electricity expense of both signs and the associated landscaping. The County agrees that either sign can reference the Airport and its location in proximity to Dania Beach.

(d) The County agrees to maintain the following unincorporated area and the wall located south of Griffin Road, which maintenance shall be performed through the County's Public Works Department: Such area has a west boundary commencing at the west end of the wall that separates Melaleuca Gardens from Griffin Road. The east boundary of such area ends at the FEC Railroad west right of way line. Such area shall consist only of areas located wholly in unincorporated Broward County and wholly within FDOT right of way. Any areas within the jurisdictional boundaries of the City are not included. Within the included area the County will maintain the wall and the associated landscaping that is south of Griffin Road located in the unincorporated area. The County and City agree that County shall assume any obligations owed to FDOT by the City in relation to maintenance of that unincorporated area

and County shall be entitled to any unexpended amounts available from FDOT under the City's existing agreement with FDOT. The County and Dania will jointly meet with FDOT to determine the extent of Dania's obligations and to seek an assignment by FDOT and Dania to County of the existing agreement between Dania and FDOT, or to terminate such existing agreement and establish a new direct agreement between the County and FDOT. The County's obligation under this paragraph shall not include maintaining the wall or any traffic signalization to the extent the City has not obligated itself to maintain those items pursuant to its agreements with FDOT or the County.

(e) The City claims damages of \$556,196.59 resulting from the County's failure to sell Plats 7 and 8 in a timely manner as provided in the 1995 Interlocal Agreement. The damages claimed by the City consist of ad valorem tax revenues that the City would have received from the properties had they been sold by 1998, plus simple interest accruing at the statutory rate set by the Florida Chief Financial Officer in accordance with § 55.03, Florida Statutes. The City's calculation of damages is attached hereto as **Exhibit F**. The County contests this damage claim. The parties have agreed to settle their differences regarding this damage claim by liquidating the damages at \$278,100. The County agrees to pay this liquidated damage claim to the City within 30 days after the date the FAA indicates that this is an approved use of airport revenue (assuming that approval is obtained).

6. City's Obligations. The City acknowledges the importance of the Airport to the transportation network of the region and nationally, and to the economic development of both the County and the City. Accordingly, the City agrees as follows:

(a) The City agrees not to oppose or otherwise challenge, or to provide funds to any other individual or entity for the purpose of opposing or otherwise challenging, any of the Airport development projects identified in subparagraph (b) below, or any development, permit and other approval processes in connection therewith, judicially or administratively, in any local, State or Federal proceeding. The parties acknowledge that nothing in this provision limits the ability of any other person or entity not acting on behalf of or funded by the City to appear, object or oppose any project proposed by the Airport.

(b) The Airport development projects subject to subparagraph (a), above, are those approved in the 2008 ROD, and those identified in the Common Short-Term Redevelopment Scenario, Additive Alternative, or Redevelopment Alternative of the 2010 Approved Airport Master Plan (figures ES-6, ES-7, and ES-8): including without limitation, all activities in connection with the 2008 ROD and those identified in the above-identified 2010 Approved Master Plan alternatives. The Airport development projects identified herein include all activities in connection with those approved in the 2008 ROD and the elements of the 2010 Approved Airport Master Plan identified above.

(c) City's Assistance. The City agrees to assist the County by facilitating open and regular communications with its residents and providing the County with information and data regarding the City and its residents that will assist the County in efficiently and effectively implementing the County's Noise Mitigation Plan, as accepted by the FAA.

(d) City of Dania Beach Airport Compatibility Zoning. The City shall comply with the notice, coordination and compatibility provisions that are contained in the City's current Land Development Code relating to airport compatible land uses and airport compatibility.

7. FAA Approval of CAR Program; Dismissal of Litigation.

(a) If the County fails to obtain written FAA acceptance of the CAR Program, and provides that written acceptance to the City, within 10 calendar days following the date on which this Agreement has been executed by the latter of the two parties, this Agreement shall automatically become null and void, in which event this Agreement shall not be admissible in or used for any purpose in any

litigation. The date the FAA provides its written acceptance of the CAR Program is referred to as the "CAR Approval Date."

(b) Within 3 calendar days following the CAR Approval Date, the City shall file the following documents in the case of Dania Beach v. Broward County, Case No. 93-18222(05) (Broward Circuit Court): (1) a Withdrawal of its Motion to Enforce Stipulated Final Judgment; (2) a Joint Motion to Vacate the Stipulated Final Judgment entered on September 12, 1996 (the City shall represent to the Court that the County joins in the motion); and (3) a Dismissal of the Action, With Prejudice, with each party bearing its own fees and costs. Within 3 calendar days following the CAR Approval Date, the County shall dismiss with prejudice (each party to bear its own fees and costs), the case of Broward County v. City of Dania Beach, Case No. 12-029095 (21) (Broward Circuit Court).

(c) Within 3 calendar days following the CAR Approval Date, the City shall dismiss, with prejudice, its appeal of the judgment in the case styled City of Dania Beach v. U.S. Army Corps of Engineers, Case No. 12-cv-60989 (S.D. Fla.), with each side to bear its own costs and fees.

(d) The date by which all actions identified in subparagraphs (b) and (c) above have been dismissed is referred to as the "Effective Date."

(e) Upon the Effective Date, the City and County hereby mutually release any and all claims they may have against the other party or against any of the other party's current or former officials, employees, or other agents in connection with, resulting from, or relating to the Expanded South Runway and related work at the Airport. The parties retain the right to sue for any alleged breach of this Agreement.

8. 1995 Interlocal Agreement. This Agreement supersedes and replaces the 1995 Interlocal Agreement in every respect, and therefore the 1995 Interlocal Agreement is of no further force or effect.

9. The parties agree, to the full extent permitted by law, that as between the City and the County, the County shall be the local government with exclusive jurisdiction over the Airport. "Exclusive jurisdiction" shall be construed to include, but shall not be limited to, power to issue any and all development approvals for lands and projects within the Airport boundary, as expanded by land acquisition in connection with the Expanded South Runway. Nothing in this paragraph cedes or relinquishes the City's governmental authority or power over land within the City's municipal boundaries. However, to the full extent permissible under applicable law, the City agrees to promptly issue all necessary permits and site plan approvals for the Expanded South Runway and related mitigation programs addressed herein including, specifically, permits, site plan approvals and other required approvals related to:

(a) Hilton Hotel's use of adjacent County-owned land (f/k/a LaPointe Parcel) for surface parking;

(b) Demolition of the Hilton parking garage and hotel in furtherance of the Expanded South Runway project;

(c) Construction of storm water system improvements along Taylor Road (east of U.S. 1) and other Taylor Road and NE 10th Street improvements undertaken in connection with the Expanded South Runway;

(d) Installation of signage and landscaping along Griffin Road, including relocation of trees and other vegetation from the Airport and other sites to property located south of Griffin Road, along the southeastern Griffin Road corridor, between I-95 and US Highway 1; all signage installations undertaken by County pursuant to this Agreement.

(e) Implementation of the Amended Noise Mitigation Plan, including Sound Insulation installation;

(f) Voluntary acquisition of the mobile home parks identified in the 2008 ROD, including relocation, demolition or disposal of units/structures thereon, and the future development and use of the parcels;

(g) Any permits necessary to construct the Expanded South Runway not already listed herein; and

(h) Any City approvals required for any Airport development projects not expressly listed in this paragraph but listed in paragraph 6(b) of this Agreement.

10. The parties hereto agree that all legal requirements or prerequisites pertaining to the execution of this Agreement have been performed.

11. The County represents and warrants to the City that the County has full power, authority and legal right to execute, perform and timely observe all of the provisions of this Interlocal Agreement; that the County's execution, delivery and performance of this Interlocal Agreement have been duly authorized; and that this Interlocal Agreement constitutes a valid and binding obligation of the County.

12. The City represents and warrants to the County that the City has full power, authority and legal right to execute, perform and timely observe all of the provisions of this Interlocal Agreement; that the City's execution, delivery and performance of this Interlocal Agreement have been duly authorized; and that this Interlocal Agreement constitutes a valid and binding obligation of the City.

13. This Interlocal Agreement shall be governed by and construed in accordance with Florida law, and supersedes all prior oral or written agreements between the parties, and may not be modified or amended unless in writing following approval by both the Board of County Commissioners of Broward County and the Commission of the City of Dania Beach.

14. Notice. Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or by overnight courier with receipt acknowledgment, or by hand-delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this Paragraph 14. All notices, approvals and consents required hereunder must be in writing to be effective. For the present, the parties designate the following:

CITY OF DANIA BEACH

City Manager
City of Dania Beach
100 West Dania Beach Blvd.
Dania Beach, Florida 33004

BROWARD COUNTY

County Administrator
Governmental Center
115 South Andrews Avenue
Fort Lauderdale, FL 33301

With a copy to:

Director of Aviation
Broward County Aviation Department
2200 SW 45 Street, Suite 101
City of Dania Beach, FL 33312

15. Operative Date. This Interlocal Agreement shall become operative upon execution by both parties.

[End of text: signatures on following pages]

IN WITNESS WHEREOF, the parties have made and executed this Interlocal Agreement on the respective dates under each signature: BROWARD COUNTY through its Board of County Commissioners, signing by and through its Mayor or Vice Mayor, duly authorized to execute same by Board action on _____, 2013, and the CITY OF DANIA, signing by and through its _____, duly authorized to execute same.

COUNTY

BROWARD COUNTY, by and through its Board of County Commissioners

By: _____ Mayor

____ day of _____, 2013

Approved as to form by
Office of the County Attorney
for Broward County, Florida
Joni Armstrong Coffey, County Attorney
Government Center, Suite 423
115 South Andres Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By: _____
Christine C. Lee,
Senior Assistant County Attorney

WITNESSES

ATTEST:

Louise Stilson, CMC, City Clerk

Robert Baldwin, City Manager

CITY

CITY OF DANIA BEACH, FLORIDA

By

Name: Walter Duke III
Title: Mayor

Approved as to form:

Thomas J. Ansbro, City Attorney