

STIPULATED AGREEMENT

THIS STIPULATED AGREEMENT (“Agreement”) is entered into, by, and among City of Cooper City (“**CITY**”), and **RED APPLE AT COOPER CITY, LLC**, a Florida Limited Liability Company (“**RED APPLE**”) and **RENAISSANCE CHARTER SCHOOL, INC.**, a Florida Non-Profit Corporation (“**RENAISSANCE**”) and their parent companies, subsidiaries, affiliates, divisions, wholly owned subsidiaries, officers, directors, representatives, stockholders, managers, agents, consultants, insurers, subsidiaries, employees, attorneys, lienholders, mortgagees, lessors, creditors, executors, administrators, successors, trustees, receivers, adjusters, beneficiaries, predecessors, relatives, heirs, joint tenants, tenants-in-common, and assigns (collectively, “**RESPONDENT**”). The **CITY**, **RED APPLE** and **RENAISSANCE** shall collectively be referred herein to as the “**PARTIES**.”

RECITALS

WHEREAS, **RED APPLE** is the owner of the subject real property commonly known as 2800 North Palm Avenue, Cooper City, FL 33026, which houses Florida public charter school, Renaissance Charter School at Cooper City (hereinafter the “**School**”), which charter is held by **RENAISSANCE** (hereinafter the “**Property**”).

WHEREAS, the dispute at issue arises from claims by the **CITY** that **RED APPLE** and **RENAISSANCE** have violated the **CITY**’s Code Ordinances as well as alleged conditional uses of the **Property**’s Conditional Use Petition approved by the **CITY** under Resolution No. 10-10-3, which were the basis of **CITY** code enforcement hearings and a quasi-judicial hearing conducted by the City Commission on June 23, 2026 (“**Dispute**”).

WHEREAS, while the **CITY** affirms all substantive and procedural components of the **Dispute**, **RED APPLE** and **RENAISSANCE** dispute and deny each of the claims of the **CITY** set forth in the **Dispute**, including notice and due process processes, procedures, and substantive rights and legal issues.

WHEREAS, notwithstanding the disagreement between the **PARTIES** as it relates to the **Dispute**, the **PARTIES** seek to work in good faith to address all alleged violations of the conditional use approval and to resolve other differences between the **PARTIES**.

WHEREAS, the **PARTIES** further understand and agree that this is a stipulated agreement of the **Dispute**, and the intent and purpose of this Stipulated Agreement is for the **PARTIES** to resolve this **Dispute**, their controversies and concerns, avoid any further hearings and litigation, including but not limited to code enforcement hearings, public hearings, quasi-judicial hearings, and litigation, and specifically to mend and rebuild the relationship between the **CITY** and the **RESPONDENT**.

WHEREAS, the **PARTIES** wish to enter into this Agreement to memorialize the terms and conditions upon which any and all claims that may or could have arisen will be amicably resolved.

WITNESSETH

NOW, THEREFORE, it is **HEREBY AGREED** and **STIPULATED** as follows:

- (1) **Settlement of Dispute and Potential Litigation.** The **PARTIES**, recognizing that the Dispute has harmed the relationship between the **PARTIES**, to which they each desire to immediately repair, and further acknowledge that there are inherent risks and uncertainties connected to continuing with the Dispute including additional public hearings, enforcement hearings, quasi-judicial hearings, and potential litigation, agree to fully and finally settle and resolve the Dispute and potential related litigation as set forth in the following paragraphs.

(a) Security. **RENAISSANCE's** obligations with respect to school security coverage for the School are set forth in that certain Security Cooperation Agreement entered into concurrently by and between the **CITY** and **RENAISSANCE**, which is a freestanding, independently enforceable agreement referenced herein for informational purposes only.

(b) The **PARTIES** desire to collaborate in an effort to alleviate traffic congestion surrounding the School. The **PARTIES** agree to cooperate in good faith with their collective efforts to negotiate and present a feasible and effective arrangement with Broward County for the School's use of the Brian Piccolo Park access entry road to queue student drop-off and student pick-up cars during the school year. Moreover, commencing with the 2026-2027 school year and going forward, the School agrees to stagger the student drop-off period to further assist in the alleviation of traffic concerns. The **PARTIES** understand that general school enrollment is fluid, and therefore, if it is determined and agreed by the **PARTIES** that the School's enrollment is materially increasing the traffic immediately surrounding the Property, then the **PARTIES** agree to meet, cooperate, and are committed to each other in ascertaining an amicable jointly beneficial resolution in the spirit of partnership and compromise. The mitigation of traffic congestion surrounding the School shall be an ongoing commitment of the **RESPONDENT** with the continued cooperation of the City.

(c) The **CITY** agrees and acknowledges that the BSO school resource officer(s) who provided services to the School for the 2025-2026 school year has been fully paid and satisfied by **RENAISSANCE**. On July 7, 2026, the **CITY** presented its May 31, 2026 City of Cooper City Invoice for final payment of the BSO April 2026 and May 2026 services provided to the School. The City acknowledges that the Invoice has been paid in full and further acknowledges that no further monies are due and owing by **RENAISSANCE** for the 2025-2026 school year.

(d) Subject to availability, the **PARTIES** agree that **RENAISSANCE** may continue, as previously agreed and upon **RENAISSANCE's** prior written request, to utilize BSO overtime services for special events, detail, or duties, which overtime payment shall be invoiced by and pass through the **CITY** for **RENAISSANCE's** reimbursement to the **CITY** therefore.

(e) Subject to the execution of a facility use or similar agreement between the **PARTIES**, **RENAISSANCE** will make its gym and fields available to the **CITY**, provided that there are no conflicting school scheduled activities or events. The terms and conditions of this agreement shall be consistent with the terms and conditions of similar agreements between the **CITY** and the School Board of Broward County for the use of other public school facilities in the **CITY**. The **PARTIES** will work in good faith to execute an agreement pursuant to this section within sixty (60) days following the execution of this Stipulated Agreement.

- (2) **Quarterly Review.** Beginning in July 2026, and continuing each quarter thereafter as necessary, the **PARTIES** agree to communicate in a good faith effort to continue to build their relationship and amicably address continued improvements and concerns between them, including, but not limited to the concerns set forth herein as well as the potential of providing access to the Schools camera system to the City's Real Time Crime Center during emergencies and such other improvements. Such communication may include in-person meetings between the **PARTIES'** respective professional staff, as needed.
- (3) **Revocation.** The **CITY** rescinds all code enforcement notices of violation pursuant to Chapter 162 and quasi-judicial notice pertaining to the Dispute. Further, the **CITY** hereby rescinds the action taken at its June 23, 2026 quasi-judicial hearing related to **RED APPLE**, including, but not limited to all findings and conclusions made by the City Commission during the hearing, which shall be ratified in quasi-judicial context as soon as practically possible.
- (4) **Mutual General Releases.** In return for the various promises included in this Agreement, the **CITY** and **RESPONDENT**, and their respective commissioners, directors, members, managers, officers, employees, agents, affiliates, representative, and successors and assigns, each agree to mutually release and forever discharge one another from any and all claims, damages, costs, expenses, commissions, or other demands of whatsoever kind or nature, and causes of action particularly on account of all claims, personal injuries, losses, damages and disability of any kind sustained or hereinafter sustained alleged in the Litigation or which could have been raised in the Litigation, whether known or unknown, including, but not limited to, actions alleging breach of covenant, lien foreclosure, eminent domain and inverse condemnation, fraud, misrepresentation, tort, or quantum meruit, or any legal actions under any state, federal or local law or under any other law or regulation, or recovery from a lawsuit filed by a third party, which has been brought or which might have been brought up to the date of execution of this Agreement. This Paragraph is intended to be a Mutual General Releases of all claims as between the **CITY** and **RESPONDENT**, except for any rights or obligations expressly created or arising under this Agreement or as to any rights or obligations coming due after the execution of this Agreement under the Covenants.
- (5) **No Admission of Liability.** Nothing contained in this Agreement will be deemed or construed as an admission of wrongdoing or liability on the part of any **PARTY**, unless a **PARTY** breaches this Agreement. Nothing contained in this Agreement shall operate as a

waiver of any statutory rights or obligations, except to the extent of the rights and obligations set forth in this Agreement.

- (6) **Waiver.** No waiver of any right of any of the **PARTIES** under this Agreement shall be effective unless such waiver is in writing and executed by such party and notice thereof is given to all Parties. Notwithstanding anything contained herein that may be interpreted to the contrary, nothing contained in this Stipulated Agreement is intended to limit the **CITY's** ability to enforce the terms and conditions of the conditional use approval.
- (7) **Entire Agreement.** This Agreement constitutes the entire understanding and agreement of the **PARTIES** as it relates to the settlement of the Dispute. This Agreement supersedes all prior negotiations, discussions, correspondence, communications, understandings and agreements between the **PARTIES** relating to the subject matter of this Agreement. Notwithstanding the foregoing, this Agreement does not supersede, merge with, or otherwise affect the separate Security Cooperation Agreement entered into concurrently by and between the **CITY** and **RENAISSANCE**, which is a freestanding, independently enforceable contract and remains in full force and effect according to its own terms.
- (8) **Notice.** Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, the **PARTIES** designate the following as the respective places for giving of notice:

CITY: Alex Rey
City Manager
City of Cooper City
9090 S.W. 50th Place
Cooper City, Florida 33328
Telephone No. (954) 434-4300
Email: arey@coopercityfl.gov

Copy To: Jacob G. Horowitz, City Attorney
Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial
Boulevard, Suite 200 Fort
Lauderdale, Florida 33308
Telephone No.(954) 771-4500
Facsimile No.(954) 771-4923
Email: jhorowitz@gorencherof.com

School: Renaissance Charter School
c/o Ken Hiako, Chair
6278 North Federal Highway
Suite 384

Fort Lauderdale, FL 33308

Owner: Red Apple at Cooper City, LLC
Attn: Scott Woodrey, President
800 Corporate Drive
Suite 124
Fort Lauderdale, FL 33334

Copy To: Ed Pozzuoli
Tripp Scott
110 Southeast Sixth Street
Suite 1500
Fort Lauderdale, FL 33301
Telephone No. (954) 525-7500
Email: ejp@trippscott.com

- (9) **Severability.** If any portion, or portions, of this Agreement is determined by a court of competent jurisdiction to conflict with any federal, state, or local law, and as a result, such portion, or portions, are declared invalid and of no force or effect, all remaining provisions of this Agreement shall remain in full force and effect and shall be construed as if such invalid portion, or portions, had not been included herein.
- (10) **Further Assurances.** Each **PARTY** agrees to execute such further and additional documents, instruments and writings as may be necessary, proper, required, desirable or convenient for the purpose of fully effectuating the terms and provisions of this Agreement.
- (11) **Governing Law.** Except where preempted by federal law, this Agreement shall be governed by and construed in accordance with the laws of the State of Florida, applicable to agreements made and to be performed in that state. Venue for any action shall be in any court of competent jurisdiction in Broward County, Florida.
- (12) **Dispute Resolution.** In the event of a dispute arising under or related to this Agreement, after the agreed Quarterly Meeting above and prior to the initiation of any public hearing, code enforcement hearing, quasi-judicial hearing, or lawsuit, the **PARTIES** will meet with key decision makers participating in a good faith attempt to resolve any issues between them.
- (13) **Amendment or Modification.** This Agreement may be amended or modified only by a written instrument signed by all Parties.

IN WITNESS WHEREOF, the Parties have read and understood the terms and conditions of this Agreement, agree to be bound by all of its provisions, and executed same on the date shown by their respective signatures below.

FOR THE CITY OF COOPER CITY

(Corporate Seal)

THE CITY OF COOPER CITY FLORIDA

ATTEST:

By: _____

Title: _____

Date: _____

Title

Approved as to Form and Legal Content:

Jacob Horowitz, Esq.
City of Cooper City Attorney

FOR RED APPLE AT COOPER CITY, LLC

By: _____

Print Name: _____

Title: _____

Date: _____

FOR RENAISSANCE CHARTER SCHOOL, INC.

By: _____

Print Name: _____

Title: _____

Date: _____