



**FIRST AMENDMENT TO AGREEMENT AMONG BROWARD COUNTY, MONTERRA COMMUNITY DEVELOPMENT DISTRICT, AND CITY OF COOPER CITY
FOR MAINTENANCE OF THE LANDSCAPING AND IRRIGATION OF PINE ISLAND ROAD FROM
SHERIDAN STREET TO STIRLING ROAD**

This First Amendment (“Amendment”) is entered into among Broward County, a political subdivision of the State of Florida (“County” or “COUNTY”), Monterra Community Development District, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes (“District” or “DISTRICT”), and City of Cooper City, a municipal corporation organized and existing under the laws of the state of Florida (“Municipality” or “MUNICIPALITY”) (each a “Party” and collectively referred to as the “Parties”).

RECITALS

A. The Parties entered into the Agreement Among Broward County, Monterra Community Development District, and City of Cooper City for Maintenance of the Landscaping and Irrigation of Pine Island Road from Sheridan Street to Stirling Road, dated March 10, 2009 (the “Agreement”).

B. The Parties wish to amend the Agreement to update the required Project’s landscaping and irrigation plans dated November 11, 2025 and approved by the County on November 24, 2025, as set forth in **Exhibit A** of this Amendment, subject to the terms and conditions herein.

C. The District and Municipality seek to amend the Agreement to provide explicit authority to enter into a separate maintenance agreement between them to effectuate the terms of the Agreement and this Amendment, and the County is amenable to including such explicit authority.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. The above Recitals are true and correct and are incorporated herein by reference. All capitalized terms not expressly defined within this Amendment shall retain the meaning ascribed to such terms in the Agreement.
2. Unless otherwise expressly stated herein, amendments to the Agreement made pursuant to this Amendment are indicated herein by use of strikethroughs to indicate deletions and bold/underlining to indicate additions. Except as modified herein, all remaining terms and conditions of the Agreement shall remain in full force and effect.
3. The Agreement is hereby amended to modify the Project’s landscaping plan as set forth in Exhibit A attached hereto.

4. Article 2 of the Agreement is hereby amended to add a new Section 2.5 as follows (bold/underlining omitted):

2.5 DISTRICT and MUNICIPALITY are permitted to enter into a separate maintenance agreement with each other to undertake or perform, in whole or in part, the obligations set forth in the Agreement and Amendment. If the DISTRICT and MUNICIPALITY enter into such separate maintenance agreement with each other, the DISTRICT and/or MUNICIPALITY shall notify the COUNTY. Such separate maintenance agreement shall not relieve the DISTRICT or MUNICIPALITY of any of their obligations to COUNTY under this Agreement.

5. Article 6 of the Agreement is deleted and replaced by the following (bold/underlining omitted):

Unless otherwise stated herein, for a notice to a Party to be effective under this Agreement, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via email, to the addresses listed below and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). Addresses may be changed by the applicable Party giving notice of such change in accordance with this article.

FOR COUNTY:

Broward County Highway Construction and Engineering Division
Attn: Director
1 North University Drive, Suite 300B, Plantation, FL 33324-2038
Email address: rtornese@broward.org

FOR DISTRICT:

Monterra Community Development District
Attn: District Manager
c/o Inframark
11555 Heron Bay Blvd., Suite 201, Coral Springs, FL 33076
Email address: lladner@inframark.com

FOR MUNICIPALITY:

City of _____

Attn: _____

Email address: _____

6. Sections 9.2 and 9.11 of the Agreement are deleted and replaced in its entirety with the following (bold/underlining omitted):

9.2 [Intentionally left blank.]

9.11 AMENDMENTS. Unless expressly authorized herein, no modification, amendment, or alteration of any portion of this Agreement is effective unless contained in a written document executed with the same or similar formality as this Agreement and by duly authorized representatives of the Parties.

7. **Exhibit A** of the Agreement is hereby deleted and replaced with a new **Exhibit A**, attached hereto and incorporated into and made a part of the Agreement as amended herein by this Amendment.

8. In the event of any conflict or ambiguity between this Amendment and the Agreement, the Parties agree that this Amendment shall control. The Agreement, as amended herein by this Amendment, incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein, and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter hereof that are not contained in the Agreement as amended in this Amendment. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

9. Preparation of this Amendment has been a joint effort of the Parties and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than any other.

10. The effective date of this Amendment shall be the date of complete execution by the Parties.

11. This Amendment may be executed in multiple originals or in counterparts, whether signed physically or electronically; each of which shall be deemed to be an original, and all of which, taken together, shall constitute one and the same agreement.

(The remainder of this page is blank.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: Broward County, through its Board of County Commissioners, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the ___ day of _____, 20___; Monterra Community Development District, signing by and through its duly authorized representative; and City of Cooper City, signing by and through its duly authorized representative.

County

ATTEST:

BROWARD COUNTY, by and through
its Board of County Commissioners

Broward County Administrator, as
ex officio Clerk of the Broward County
Board of County Commissioners

By _____
Mayor

____ day of _____, 20__

Approved as to form by
Andrew J. Meyers
Broward County Attorney
115 South Andrews Avenue, Suite 423
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600

By _____
Jason Kruszka (Date)
Assistant County Attorney

By _____
Michael J. Kerr (Date)
Chief Counsel

JJK/AAD
First Amend-Cooper City-Monterra CDD Maint Agmt (PI Rd-Sheridan to Sterling)-FOR EXECUTION
3/30/26

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District

ATTEST:

MONTERRA COMMUNITY DEVELOPMENT DISTRICT

Secretary

By _____
Chair

(Print Name)

(Print Name and Title)

(SEAL)

____ day of _____, 20____.

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Municipality

ATTEST:

CITY OF COOPER CITY

Municipal Clerk

By _____
Mayor-Commissioner

(Print Name)

(Print Name and Title)

(SEAL)

____ day of _____, 20 ____.

Municipal Manager

(Print Name)

I HEREBY CERTIFY that I have approved this Agreement as to form and legal sufficiency subject to execution by the parties:

By _____
Municipal Attorney

Exhibit A
Project Plans

The approved Plans are on file in Broward County Highway Construction and Engineering Division. A full-size set of plans are on file with the Broward County Highway Construction and Engineering Division under Project Reference No. 250606001.