

EXHIBIT A

ENTRY AND INVESTIGATION AGREEMENT

THIS ENTRY AND INVESTIGATION AGREEMENT ("Agreement") is made as of the 27 day of APRIL, 2012 ("Effective Date"), by and between **Manheim Remarketing, Inc.** ("Cox") and SEE SECTION B ("Entrant").

RECITALS

A. Cox is the owner of certain property located at **3900 NW 215 Street, Miami Gardens, FL** (the "Property")

B. Entrant is leading a murder investigation (the "Investigation"), and has requested the right to enter upon the Property to search the pond located thereon (the "Pond"). Specifically, Entrant hereby requests that Cox grant permission to Entrant, the Florida Department of Law Enforcement, Broward County Sherriffs Department, Hallendale Beach Police Department, Miami-Dade County Police Department, DERM employees and certain Department of Public Works Employees, and their employees, agents, consultants and contractors (collectively, the "Authorized Parties") to enter upon the Property to conduct certain limited investigations as more specifically hereinafter described.

C. Cox is willing to permit such entry by Entrant and the Investigating Parties but only upon its strict compliance with the terms and conditions set forth below.

NOW, THEREFORE, subject to the following terms and conditions, and in consideration of the mutual promises, covenants and conditions contained herein, the parties hereto agree as follows:

1. **Consent and Scope of Investigation.** Cox consents and agrees that the Authorized Parties may enter upon the Property to conduct and perform some or all of the following activities (collectively, the "Permitted Activities"): treatment of the Pond with the following chemicals which are designed to kill water vegetation in the Pond in order to permit recovery divers the necessary visibility for adequate searching - Hydrothol-191 Liq and Reward (which is the common name for Diquat Dibromide) (the "Chemicals"), entry by the Authorized Parties with all necessary personnel and equipment to conduct searches of the base of the Pond as the Authorized Parties feel are reasonably necessary for a thorough investigation, searching and investigation of the area on the Property surrounding the Pond as may be necessary for the Investigation, setting up a staging area as may be needed to support the Investigation permitted hereunder. All Authorized Parties which enter upon the Property shall maintain commercial and professional liability insurance with reasonable limits given the nature of the Investigation. Entrant agrees to be responsible for any and all costs related to the Permitted Activities. Notwithstanding any term or provision of this Agreement to the contrary, under no circumstances shall Entrant have the right to conduct any invasive testing of any nature or perform any activities other than the Permitted Activities, without the prior written consent of Cox in each case.

2. **Conduct of Permitted Activities.** Entrant agrees to comply and to cause the Authorized Parties to comply with all local, state and federal laws, rules and ordinances applicable to the Permitted Activities or otherwise. Accordingly, prior to adding Chemicals to the Pond Entrant shall provide Cox with a copy of all required permits for use of the Chemicals and a copy of the appropriate certification documents of the contractor who is applying the Chemicals. Entrant will exercise due care in the performance of all Permitted Activities on the Property, and not to interfere with Cox's activities on the Property. Entrant shall promptly repair, at its cost, any damage to the Property or any other property caused by the acts or omissions of Entrant or the Authorized Parties. Cox acknowledges that upon treatment of the Pond with the Chemicals, a period of approximately one week must pass in order for the clearing of Pond vegetation to occur before the Investigation can proceed.

3. **Entry.** Entrant must provide Cox with reasonable prior notice of any entry upon the Property. Prior to any entry Entrant shall contact **Ed Molina, General Manager** at **561.790.1200** in order to properly notify Cox in accordance with this Paragraph 3. Cox reserves the right to require accompaniment of Authorized Parties on the Property by representatives of Cox.

4. **Expiration.** The Agreement shall be in effect for so long as is reasonably necessary for Entrant to complete its Investigation. Upon such completion Entrant shall notify Cox and shall as soon as practicable remove any and all of its equipment (and cause the Authorized Parties to also remove any and all equipment) from the Property, and restore the Property to its condition existing immediately prior to such entry.

5. **Miscellaneous.** The parties hereto acknowledge and agree that this Agreement shall not be construed against either party by virtue of its role or its counsel's role in drafting it. In the event that any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be unenforceable, such court or tribunal shall revise such provision to most fully achieve the intent of the parties at the time this Agreement was executed, and the remaining portions hereof shall remain in full force and effect. The parties agree that the interpretation and construction of this Agreement shall be governed by the laws of the State in which the Property is located without regard to such State's conflict of laws provisions. This Agreement may be executed in counterparts each of which together shall constitute one and the same instrument. A signature to this Agreement may be delivered via facsimile, and any such facsimile signature shall be deemed an original signature hereto.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals as of the date first above written.

COX:

Manheim Remarketing, Inc.

By: _____

Printed Name: Charles N. Bower

Title: Asst. Secretary

ENTRANT:

By: _____

Printed Name: Mark Antonio City Manager

Title: City Manager

Approved as to Form
and Sufficiency

City Attorney