

RETURN TO:  
Broward County Facilities Management Division  
Real Property Section  
115 South Andrews Avenue, Room 501  
Fort Lauderdale, FL 33301

PREPARED BY:

Annika E. Ashton  
Broward County Attorney's Office  
115 S. Andrews Avenue, Room 423  
Fort Lauderdale, FL 33301

Folio No: 504222030360

---

Space above this line for recorder's use

**Declaration Regarding Maintenance Obligation  
Broward Addiction Recovery Center**

THIS Declaration of Maintenance Obligation ("Declaration") is made this \_\_\_\_ day of \_\_\_\_\_, 2018 (the "Effective Date"), by BROWARD COUNTY, a political subdivision of the State of Florida (the "Owner"), whose address is 115 South Andrews Avenue, Fort Lauderdale, FL 33301, in favor of the City of Fort Lauderdale, a Florida municipal corporation, whose address is 100 North Andrews Avenue, Fort Lauderdale, Florida 33301 (the "City").

**Recitals**

- A. The Fort Lauderdale Development Review Committee approved the development plan under DRC case # R14051, approved on December 10, 2015 for the project known as "Broward Addition Recovery Center" ("Approved Development Plan"); and
- B. Owner is in the process of developing the Broward Addiction Recovery Center on that certain real property located in the City of Fort Lauderdale, Broward County, Florida, more particularly described in **Exhibit A** attached hereto ("Property"); and
- C. As a part of the approval of the Approved Development Plan by the City, the Owner requested the right to install sidewalks and landscaping ("Special Improvements") along and within parts of those certain rights-of-way known as Southwest 27<sup>th</sup> Street, Southwest 28<sup>th</sup> Street and Southwest 3<sup>rd</sup> Avenue, all located immediately adjacent to the Property ("Special Improvement Area"), as more particularly described in **Exhibit B** attached hereto and made a part hereof; and
- D. As a condition of approval of the Approved Development Plan by the City and in consideration of the City permitting the installation of the Special Improvements, the Owner is required to maintain the Special Improvements within the Special Improvement Area; and

E. In order to comply with these conditions, Owner wishes to declare its responsibilities with regard to the construction and maintenance of the Special Improvements within the Special Improvement Area, all as described herein and the conditions upon which it makes this Declaration.

NOW, THEREFORE, in consideration of the approvals and permits described in this Declaration, Owner hereby declares that the Property shall be held and conveyed subject to the following:

Section 1. Recitals Incorporated by Reference. The above recitals are true, complete and correct and are incorporated herein by this reference.

Section 2. Maintenance. Owner shall, at its own cost and expense, install and at all times maintain or cause to be maintained the Special Improvements as described in the Improvement Plan approved by the City attached hereto as **Exhibit C**, together with any supporting materials under or around the Special Improvements, including but not limited to limerock base, stabilized subbase, concrete banding, curbing for the on-street parking, landscaping planters, and asphalt area by: (1) repairing or replacing, as necessary, any materials within the Special Improvement Area that require repair or replacement; and (2) cleaning the Special Improvement Area, as needed, to maintain the Special Improvement Area in a neat and attractive manner. To the extent required in order to comply with its obligations hereunder, the Owner shall have the right to enter upon the lands owned by the City within and adjacent to the Special Improvement Area. Notwithstanding the foregoing, Owner shall not be responsible to repair, replace, or maintain any City improvements, facilities, infrastructure or utilities on, under or about the Special Improvement Area except as otherwise specifically provided in this Declaration.

2.1 Prior to the repair and/or replacement of the Special Improvements pursuant to the terms of this Declaration, Owner shall, if required by City Code, submit construction plans to the City Engineer for approval. Owner shall also obtain and furnish to the City Engineer a surety bond in a form and amount acceptable to the City Engineer and payable to City in a sum equal to the cost of constructing the Special Improvements and which guarantees to City the completion of the Special Improvements, guarantees the performance of the work necessary to complete same as well as full payment of all suppliers, materialmen, laborers or subcontractors employed to provide services to complete such work in accordance with the terms of this Declaration, from a surety company having at least an A Best's Policy holder's rating and a Class VII Best's Financial Size Category. Owner shall provide the City Engineer a breakdown of the estimated cost of the materials to complete the Special Improvements in order for the City to verify the bond amount.

2.2 Owner shall conduct periodic inspections to identify any potential defects to the general integrity of the Special Improvements (breakage, chipping, cracking, settlement, change in surface texture, foreign materials on surface) that may result in changes of grade, slope, ponding of surface water, surface texture, slip resistance, undermining of supporting materials and loss of pavers that would create a trip hazard or other safety hazard. Owner shall make best efforts to inspect and proactively repair any such defects to the Special Improvements

to eliminate any potential hazards to the public safety at all times. Failure to conduct periodic inspections and maintain the Special Improvements to the satisfaction of the City Engineer shall be cause for termination of this Declaration.

2.3 All repairs and replacements Owner makes as declared herein shall be at least of equal quality and class to the original work and shall be subject to the approval of the City Engineer and subject, if necessary, to any other development permit required by law, which approval shall not be unreasonably withheld, conditioned or delayed. When making such repairs and replacements or performing maintenance of the Special Improvements within the Special Improvement Area, Owner shall comply with all applicable laws, ordinances, codes, regulations and State and City engineering standards then in effect.

2.4 In the event Owner damages any utilities, facilities, infrastructure or other City improvements located in, under or around the Special Improvement Area as a result of its repair or maintenance of the Special Improvements within the Special Improvement Area, Owner shall be responsible for the cost of City to repair and restore the utility, facilities, infrastructure or other City improvement.

2.5 It is acknowledged that the Special Improvements within the Special Improvement Area are designed and constructed with special materials that are different from the materials used to construct other City sidewalks and/or rights of way. In the event the City disturbs or damages the Special Improvement Area as a result of the City's repair of City improvements on, under or around the Special Improvement Area, it is understood that City shall repair the Special Improvement Area to the same level and quality as it would for any other public right-of-way or sidewalk and the Owner shall then be responsible for bringing the Special Improvement Area up to the original permit standards; it being the parties intent that the Special Improvement Area shall always maintained in the condition specified in the Approved Development Plan.

Section 3. Insurance and Liability. Owner is a self-insured governmental entity subject to the limitations set forth in Section 768.28, Florida Statutes, as may be amended from time to time. Owner has instituted and shall maintain a fiscally sound and prudent risk management program with regard to its obligations under this Declaration in accordance with the provisions of Section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity. If the Owner elects to purchase excess liability insurance, Owner shall include City as an additional insured on such excess liability policy.

3.1 In the event Owner has employees who perform maintenance and repairs of the Special Improvement Area, then Owner shall maintain Workers' Compensation Insurance in its own name.

3.2 Owner agrees that if it enlists a subcontractor(s) to work in, on, or about the Special Improvement Area, such subcontractor(s) shall be required to provide liability and workers' compensation coverage, and demonstrate such coverage and endorsements in force and effect prior to the commencement of any work and throughout the term of the work with minimum limits as indicated in 3.2.1, 3.2.2, and 3.2.3 subject to review and revision by City or Owner at any time:

- 3.2.1 Commercial General Liability insurance with minimum limits of One Million Dollars (\$1,000,000.00) combined single limit for bodily injury and property damage per occurrence, and Two Million Dollars (\$2,000,000.00) per aggregate. Policy shall be endorsed to include Broward County and City of Ft. Lauderdale as additional insureds.
- 3.2.2 Business Automobile Liability insurance with minimum limits of One Million Dollars (\$1,000,000.00) combined single limit for bodily injury and property damage per accident.
- 3.2.3 Workers' Compensation in compliance with Chapter 440, Florida Statutes. Coverage shall include employer's liability with minimum limits of Five Hundred Thousand Dollars (\$500,000.00) per accident

3.3 The City and Owner shall be listed as additional insureds on policies secured and provided by subcontractors.

3.4 Until the expiration or sooner termination of this Declaration, title to and ownership of any structures or improvements situated or erected by the Owner within the Special Improvement Area and the structures, equipment and other items installed by Owner therein and any alterations, changes or additions thereto, shall remain with Owner. Subject to the provisions of the Internal Revenue Code, City agrees that Owner, as between City and Owner, shall be entitled to the tax deduction for depreciation for any structure or structures, equipment or other items, improvements, additions, changes or alterations which Owner constructs and installs.

Section 4. Indemnity. To the extent permitted by law, and without Owner waiving its sovereign immunity or waiving any limits established by Section 768.28, Florida Statutes, Owner shall protect, defend, indemnify and hold harmless the City, its officers, employees and agents from and against any and all lawsuits, penalties, damages, settlements, judgments, decrees, reasonable and necessary costs, charges and other expenses, including reasonable attorneys' fees and liabilities of every kind, nature or degree resulting from or arising out of the failure of the Owner to maintain and repair the Special Improvements pursuant to the terms of this Declaration except for any occurrence arising out of or resulting from the intentional conduct or negligence of the City, its officers, agents and employees. Nothing herein shall be construed as a waiver of sovereignty immunity by the City. Without limiting the foregoing, any and all such claims, suits, causes of action relating to personal injury, death, damage to property, defects in construction, rehabilitation or restoration of the Special Improvements pursuant to the terms of this Declaration, or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation or decree of any court, is included in the indemnity. The Owner further agrees to investigate, handle, respond to, provide defense for, and defend any such claims at its sole expense and agrees to bear all other costs and expenses related thereto even if the claim is groundless, false or fraudulent and if called upon by the City, Owner shall assume and defend not only itself but also the City in connection with any claims, suits or causes of action, and any such defense shall be at no cost or expense whatsoever to City, provided that City shall retain the

right to select counsel of its own choosing, subject to the Owner's approval which shall not be unreasonably withheld, conditioned or delayed.

Section 5. Defaults. The following events shall constitute events of default under this Declaration:

- 5.1 Owner shall default in making payment to City of any cost or fees pursuant to this Declaration, as and when the same shall become due and payable, and such default in payment shall continue for a period of thirty (30) days after written notice to Owner by City; or
- 5.2 Owner shall file a petition to be declared bankrupt, or insolvent or be adjudicated or declared bankrupt or insolvent by any court, or Owner files for reorganization under the Federal Bankruptcy Code, or for the appointment of a receiver or trustee for all of Owner's Property; or Owner enters into an arrangement with creditors; or if Owner's creditors institute Bankruptcy proceedings or receivership proceedings which are not dismissed within one hundred eighty (180) days after same are instituted. However, this provision has no effect so long as all of the other provisions of this Declaration are being performed; or
- 5.3 Owner fails to commence to repair, replace or maintain the Special Improvements in accordance with the terms of this Declaration and such failure continues for a period of thirty (30) days after written notice to Owner by City; or
- 5.4 Owner shall default in complying with any term, covenant or condition of this Declaration and such default in compliance shall continue for a period of thirty (30) days after written notice to Owner by City specifying the claimed default, and Owner shall not, in good faith, have commenced within said thirty (30) day period, to remedy such default and diligently and continuously proceed therewith.

Upon the occurrence of one or more events of default, the City may serve a written fifteen (15) day notice of cancellation and termination of this Declaration with respect to the Special Improvements and the Special Improvement Area.

Section 6. Termination. In the event of a termination as provided in Section 5, the Special Improvements within the Special Improvement Area and all fees, issues and profits thereof, whether then accrued or to accrue, all insurance policies and all insurance moneys paid or payable thereunder, shall vest in and belong to City. Upon termination, the Owner shall continue to have the duty to pay City any costs or fees that have been incurred pursuant to the terms of this Declaration but shall not have further duties, responsibilities, liabilities or obligations with respect to the Special Improvements or the Special Improvement Area except to the extent Owner is in violation of a condition(s) of the Approved Development Plan.

Section 7. Remedies of the City.

7.1 In the event the Owner fails to commence to maintain, make repairs, demolish or take such actions required by this Declaration and such default(s) shall continue for a period of thirty (30) days after written notice to Owner by City, and the City does not terminate this Declaration pursuant to Section 5, it is declared that City has the option and right to take such action which was required to be taken by the Owner at Owner's sole cost and expense. Owner shall then be liable for payment to the City for all reasonable and necessary costs and expenses incurred by City in connection with the performance of the action or actions plus a surcharge of five percent (5%) for amounts up to One Thousand Dollars (\$1,000) and ten percent (10%) for amounts over One Thousand Dollars (\$1,000) and Owner shall reimburse City within sixty (60) days following written demand therefor. Interest shall accrue on the unpaid amount at the rate of twelve (12.0%) percent per annum, compounded monthly, but in no event shall interest exceed the highest amount allowed by Florida law. The City's demand for such payment shall include reasonable documentation supporting the expenses incurred by City. If a dispute arises as to the need for, or amount due to the City for repairs or maintenance undertaken by the City in accordance with this Declaration, and such dispute is not resolved within forty-five (45) days after the date that the City makes the original written demand for payment, the Owner shall pay to City the undisputed amount (if any) and shall provide the City with a bond or other security reasonably acceptable to the City for the disputed amount pending a resolution of the dispute by negotiation or litigation. In addition to any other remedies available to City, the City shall be entitled to recover from the Owner all costs of collection, including reasonable attorneys' fees and court costs incurred at all tribunal and appellate levels.

7.2 If Owner does not make the payments required by Section 7.1 above within the sixty (60) day period set forth therein, then the City shall have all rights and remedies granted to it at law or in equity for Owner's failure to reimburse the City pursuant to Section 7.1 above. Owner shall be entitled to pursue all legal and equitable remedies to contest responsibility for, or the amount of, any requested reimbursement.

7.3 In the event that the City has provided the notice described in subparagraph 7.1, but the Owner has failed to cure or to commence and diligently pursue cure of the default(s), and the City cures such default(s), makes such repairs or undertakes such protection or maintenance or takes other actions described herein, and the Owner fails to make payment in accordance with Section 7.1, the Owner shall be in default under this Declaration. Such a default shall not arise where Owner has paid the undisputed amount and secured any disputed amount, or where the Owner pays the costs of cure as set forth in Section 7.1 above prior to a judicial determination of a default. Upon judicial determination of such a default the City shall be entitled to a judgment of specific performance of this Declaration and the City shall have the right to exercise the options provided herein.

7.4 In the event this Declaration is terminated as provided in Section 5, as an alternative to the other remedies provided herein, City has the right to remove whatever improvements have been placed in the Special Improvement Area and Owner shall be in violation of a condition of the Approved Development Plan.



With a copy to: City Manager  
City of Fort Lauderdale  
100 North Andrews Avenue  
Fort Lauderdale, Florida. 33301

If to Owner: Broward County  
115 South Andrews Avenue, Room 501  
Fort Lauderdale, FL 33301  
Telephone: 954-357-7333  
Attention: Director of Real Property Division

Section 10. Compliance with Governing Laws. The parties shall comply with all applicable laws, ordinances and codes of the United States of America, the State of Florida and all local governments having jurisdiction in carrying out the rights and obligations set forth in this Declaration.

Section 11. Recordation/Successors and Assigns. This Declaration shall be recorded in the public records of Broward County Florida and the rights and obligations hereunder shall be binding upon the Owner and its successors in interest.

Section 12. Covenant Running with the Land. It is intended that this Declaration and the rights and obligations set forth herein shall run with the land and shall bind every person having any fee, leasehold or other interest therein and shall inure to the benefit of the respective parties and their successors, assigns, heirs, and personal representatives.

Section 13. Enforcement. The City shall be entitled to enforce the maintenance obligations set forth in this Declaration by an action in law or equity.

Section 14. Florida Law. This Declaration shall be construed and enforced in accordance with the laws of the State of Florida.

Section 15. Venue. Any action or proceeding of any kind arising out of or related to this Declaration shall be brought in the appropriate State or Federal Court for Broward County, Florida. The parties hereto irrevocably consent to service, jurisdiction, and venue in the courts of Broward County, Florida, for any litigation arising from this Declaration and waive any other venue to which any of them might be entitled.

Section 16. Headings/Interpretation. The word or phrase appearing at the commencement of sections or subsections are included only as a guide to the contents thereof and are not to be construed as controlling, enlarging or restricting the language or meaning of the text.

Section 17. Waiver of Jury Trial. **BY ENTERING INTO THIS DECLARATION, CITY AND OWNER HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS DECLARATION. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS DECLARATION AFTER**



**WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**

Section 18. Third Parties. Unless expressly stated to the contrary in this Declaration, nothing contained in this Declaration, whether express or implied, is intended to confer any rights or remedies under or by reason of this Declaration on any third party as a third party beneficiary or otherwise.

Section 19. Amendment. This Declaration may be amended, modified or restated only by written consent signed by both Owner and City, and such amendment, modification or restatement shall only become effective when recorded in the Public Records of Broward County, Florida. No other party or person shall be required to join in or consent to any amendment, modification or restatement, nor shall the Owner or City be required to give any notice thereof. If the Property is subsequently governed or administered by a condominium association, homeowners association or property owners association, then the execution and delivery of any amendment, modification or restatement by such condominium association, homeowners association or property owners association shall serve as the consent of the unit owners, homeowners or property owners and no further consent by such unit owners, homeowners or property owners shall be required.

**SIGNATURE AND ACKNOWLEDGMENT APPEAR ON FOLLOWING PAGES**

IN WITNESS WHEREOF, the parties hereto have made and executed this Declaration: 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\_\_, and City, signing by and through its \_\_\_\_\_, duly authorized to execute same.

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\_\_

Insurance requirements  
approved by Broward County  
Risk Management Division

By Tim Leiby 4/19/18  
Signature (Date)

Tim Leiby Property Specialist  
Print Name and Title above

Approved as to form by  
Andrew J. Meyers  
Broward County Attorney  
Governmental Center, Suite 423  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301  
Telephone: (954) 357-7600  
Telecopier: (954) 357-7641

By Annika E. Ashton 4/19/18  
Annika E. Ashton (Date)  
Senior Assistant County Attorney

APPROVED AS TO FORM:

Tania Marie Amar  
Asst. City Attorney, City of Fort Lauderdale

**Tania Marie Amar**

**EXHIBIT A**

**Sketch and Legal Description**



**STONER & ASSOCIATES, INC.**

**SURVEYORS - MAPPERS**

Florida Licensed Survey  
and Mapping Business No. 6633

4341 S.W. 62nd Avenue  
Davie, Florida 33314

Tel. (954) 585-0997

Fax (954) 585-3927

**EXHIBIT "A"**

**LEGAL DESCRIPTION OF  
B.A.R.C. MAINTENANCE EASEMENT**

**S.W. 28th. STREET, S.W. 27th. STREET AND S.W. 3rd. AVENUE  
CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA**

**LEGAL DESCRIPTION:**

A PARCEL OF LAND BEING A PORTION OF S.W. 28TH STREET, S.W. 3RD AVENUE AND S.W. 27TH STREET RIGHT OF WAYS, SITUATE WITHIN THE CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT OF INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF S.W. 28TH STREET WITH THE EAST RIGHT OF WAY LINE OF S.W. 4TH AVENUE, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF TRACT "A", "RESUBDIVISION OF PORTION OF BLOCK 12, OF EVERGLADE LAND SALES COMPANY'S 2ND ADDITION TO LAUDERDALE, CORRECTED", ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 48, PAGE 4, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

THENCE N.88°31'17"E., ALONG SAID NORTH RIGHT OF WAY LINE (SAID LINE ALSO BEING THE SOUTH LINE OF SAID TRACT "A") AND THE SOUTH LINE OF BLOCK 12, EVERGLADE LAND SALES COMPANY'S 2ND ADDITION TO LAUDERDALE, FLORIDA, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 1, PAGE 52, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, A DISTANCE OF 585.00 FEET, TO A POINT OF INTERSECTION WITH THE WEST RIGHT OF WAY LINE OF S.W. 3RD AVENUE, SAID LINE ALSO BEING THE EAST LINE OF SAID BLOCK 12;

THENCE N.01°44'38"W., ALONG SAID WEST RIGHT OF WAY LINE (SAID LINE ALSO BEING THE EAST LINE OF SAID BLOCK 12), A DISTANCE OF 285.63 FEET, TO A POINT OF INTERSECTION WITH THE SOUTH RIGHT OF WAY LINE OF S.W. 27TH STREET, SAID LINE ALSO BEING THE NORTH LINE OF SAID BLOCK 12;

THENCE S.88°29'22"W., ALONG SAID SOUTH RIGHT OF WAY LINE (SAID LINE ALSO BEING THE NORTH LINE OF SAID BLOCK 12), A DISTANCE OF 585.00 FEET, TO A POINT OF INTERSECTION WITH THE SAID EAST RIGHT OF WAY LINE OF S.W. 4TH AVENUE;

THENCE N.01°44'39"W., ALONG THE NORTHERLY EXTENSION OF SAID EAST LINE, A DISTANCE OF 7.94 FEET, TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE SOUTH, A RADIAL LINE OF SAID CURVE THROUGH SAID POINT HAVING A BEARING OF N.32°40'17"W.;

THENCE NORTHEASTERLY AND EASTERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 29°56'08" AND A RADIUS OF 34.67 FEET, FOR AN ARC DISTANCE OF 18.11 FEET TO A POINT OF TANGENCY;

THENCE N.87°12'06"E., A DISTANCE OF 18.28 FEET;

THENCE N.88°33'09"E., A DISTANCE OF 249.82 FEET;

THENCE N.88°56'58"E., A DISTANCE OF 49.80 FEET;

THENCE N.88°32'02"E., A DISTANCE OF 112.99 FEET;

THENCE N.88°26'14"E., A DISTANCE OF 52.70 FEET;

THENCE N.88°25'53"E., A DISTANCE OF 83.14 FEET;

THENCE S.74°49'00"E., A DISTANCE OF 6.36 FEET;

THENCE S.68°57'39"E., A DISTANCE OF 6.34 FEET (THE PREVIOUS EIGHT COURSES BEING COINCIDENT WITH THE SOUTH EDGE OF PAVEMENT OF SAID S.W. 27TH STREET), TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST, A RADIAL LINE OF SAID CURVE THROUGH SAID POINT HAVING A BEARING OF N.25°11'26"E.;

THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 29°39'18" AND A RADIUS OF 11.28 FEET, FOR AN ARC DISTANCE OF 5.84 FEET, TO A POINT OF COMPOUND CURVATURE OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST, A RADIAL LINE OF SAID CURVE THROUGH SAID POINT HAVING A BEARING OF N.57°21'26"E.;

**NOTE:**

SEE SHEETS 4 AND 5 FOR A GRAPHIC DEPICTION OF THE PROPERTY DESCRIBED HEREON.

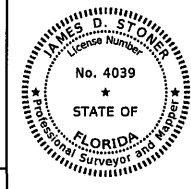
**CERTIFICATE:**

THIS IS TO CERTIFY THAT THE SKETCH AND LEGAL DESCRIPTION SHOWN HEREON IS ACCURATE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT THIS SKETCH AND LEGAL DESCRIPTION MEETS THE STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA STATUTES, PURSUANT TO SECTION 472.07, FLORIDA STATUTES.

REVISIONS	DATE	BY

**JAMES D. STONER**

PROFESSIONAL SURVEYOR AND MAPPER NO. 4039 - STATE OF FLORIDA



THE MATERIAL SHOWN HEREON IS THE PROPERTY OF STONER & ASSOCIATES, INC. AND SHALL NOT BE REPRODUCED IN WHOLE OR IN PART WITHOUT PERMISSION OF STONER & ASSOCIATES, INC. COPYRIGHT © 2016

DATE OF SKETCH:	DRAWN BY	CHECKED BY	FIELD BOOK
3/15/18	JDS	LSG	N/A

SHEET 1 OF 5

SKETCH NO. 18-8635 MAINT

4341 S.W. 62nd AVE.  
Davie, Florida 33314



**STONER & ASSOCIATES, INC.**

SURVEYORS - MAPPERS

Florida Licensed Survey  
and Mapping Business No. 6633

Tel. (954) 585-0997

Fax (954) 585-3927

**LEGAL DESCRIPTION OF  
B.A.R.C. MAINTENANCE EASEMENT  
S.W. 28th. STREET, S.W. 27th. STREET AND S.W. 3rd. AVENUE  
CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA**

**LEGAL DESCRIPTION: (CONTINUED)**

THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 18°46'24" AND A RADIUS OF 24.21 FEET FOR AN ARC DISTANCE OF 7.93 FEET, TO A POINT ON A NON-TANGENT LINE;

THENCE S.13°07'20"E. A DISTANCE OF 5.74 FEET, TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST, A RADIAL LINE OF SAID CURVE THROUGH SAID POINT HAVING A BEARING OF N.07°02'54"E.;

THENCE EASTERLY, SOUTHEASTERLY, SOUTHERLY AND SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 114°53'40" AND A RADIUS OF 8.41 FEET FOR AN ARC DISTANCE OF 16.86 FEET, TO A POINT ON A NON-TANGENT LINE;

THENCE S.45°10'07"W., A DISTANCE OF 12.19 FEET, TO A POINT OF THE WEST EDGE OF PAVEMENT OF SAID S.W. 3RD AVENUE;

THENCE S.01°58'22"E., A DISTANCE OF 72.27 FEET, ALONG SAID WEST EDGE OF PAVEMENT;

THENCE N.88°01'38"E., A DISTANCE OF 6.59 FEET, TO A POINT OF CURVATURE OF A TANGENT CURVE CONCAVE TO THE SOUTHWEST;

THENCE EASTERLY, SOUTHEASTERLY AND SOUTHERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 90°00'00" AND A RADIUS OF 3.50 FEET FOR AN ARC DISTANCE OF 5.50 FEET, TO A POINT OF TANGENCY;

THENCE S.01°58'22"E., A DISTANCE OF 5.00 FEET, TO A POINT OF CURVATURE OF A TANGENT CURVE CONCAVE TO THE NORTHWEST;

THENCE SOUTHERLY, SOUTHWESTERLY AND WESTERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 90°00'00" AND A RADIUS OF 3.50 FEET FOR AN ARC DISTANCE OF 5.50 FEET, TO A POINT OF TANGENCY;

THENCE S.88°01'38"W., A DISTANCE OF 6.59 FEET, TO A POINT ON THE WEST EDGE OF PAVEMENT OF SAID S.W. 3RD AVENUE;

THENCE S.01°58'22"E., A DISTANCE OF 47.93 FEET, ALONG SAID WEST EDGE OF PAVEMENT;

THENCE N.88°01'38"E., A DISTANCE OF 6.82 FEET, TO A POINT OF CURVATURE OF A TANGENT CURVE CONCAVE TO THE SOUTHWEST;

THENCE EASTERLY, SOUTHEASTERLY AND SOUTHERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 90°00'00" AND A RADIUS OF 3.50 FEET FOR AN ARC DISTANCE OF 5.50 FEET, TO A POINT OF TANGENCY;

THENCE S.01°58'22"E., A DISTANCE OF 4.84 FEET, TO A POINT OF CURVATURE OF A TANGENT CURVE CONCAVE TO THE NORTHWEST;

THENCE SOUTHERLY, SOUTHWESTERLY AND WESTERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 90°00'00" AND A RADIUS OF 3.50 FEET FOR AN ARC DISTANCE OF 5.50 FEET, TO A POINT OF TANGENCY;

THENCE S.88°01'38"W., A DISTANCE OF 6.82 FEET, TO A POINT ON THE WEST EDGE OF PAVEMENT OF SAID S.W. 3RD AVENUE;

THENCE S.01°58'22"E.; ALONG SAID WEST EDGE OF PAVEMENT, A DISTANCE OF 71.90 FEET,

THENCE S.45°14'12"E.; A DISTANCE OF 14.58 FEET;

THENCE S.01°42'01"E.; A DISTANCE OF 12.85 FEET, TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST, A RADIAL LINE OF SAID CURVE THROUGH SAID POINT HAVING A BEARING OF S.81°21'10"E.;

THENCE SOUTHERLY, SOUTHWESTERLY AND WESTERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 80°45'22" AND A RADIUS OF 37.80 FEET FOR AN ARC DISTANCE OF 53.27 FEET, TO A POINT ON A NON-TANGENT LINE AND A POINT ON THE NORTH EDGE OF PAVEMENT OF SAID S.W. 28TH STREET;

THENCE S.88°35'01"W.; A DISTANCE OF 72.92 FEET;

THENCE S.88°48'53"W.; A DISTANCE OF 60.31 FEET;

THENCE N.89°52'22"W.; A DISTANCE OF 91.61 FEET;

THENCE S.89°00'39"W.; A DISTANCE OF 124.97 FEET;

NOTE:  
SEE SHEETS 4 AND 5 FOR A GRAPHIC  
DEPICTION OF THE PROPERTY  
DESCRIBED HEREON.

4341 S.W. 62nd AVE.  
Davie, Florida 33314



**STONER & ASSOCIATES, INC.**

SURVEYORS - MAPPERS

Florida Licensed Survey  
and Mapping Business No. 6633

Tel. (954) 585-0997

Fax (954) 585-3927

**LEGAL DESCRIPTION OF  
B.A.R.C. MAINTENANCE EASEMENT  
S.W. 28th. STREET, S.W. 27th. STREET AND S.W. 3rd. AVENUE  
CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA**

**LEGAL DESCRIPTION: (CONTINUED)**

THENCE S.88°27'13"W.; A DISTANCE OF 28.03 FEET;

THENCE S.88°40'23"W.; A DISTANCE OF 35.55 FEET;

THENCE S.88°52'32"W.; A DISTANCE OF 36.13 FEET;

THENCE S.89°00'00"W.; A DISTANCE OF 75.96 FEET;

THENCE S.88°04'42"W.; A DISTANCE OF 40.53 FEET (THE PREVIOUS NINE COURSES BEING COINCIDENT WITH THE NORTH EDGE OF PAVEMENT OF SAID S.W. 28TH STREET), TO A POINT OF CURVATURE OF A TANGENT CURVE CONCAVE TO THE NORTH;

THENCE WESTERLY AND NORTHWESTERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 29°32'10" AND A RADIUS OF 16.27 FEET FOR AN ARC DISTANCE OF 8.39 FEET, TO A POINT ON THE SOUTHERLY EXTENSION OF THE SAID EAST RIGHT OF WAY LINE OF SAID S.W. 4TH AVENUE;

THENCE N.01°44'39"W., ALONG SAID EXTENSION, A DISTANCE OF 7.76 FEET TO THE POINT OF BEGINNING:

SAID LAND SITUATE WITHIN THE CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA, CONTAINING 0.46 ACRES (20,098 SQUARE FEET), MORE OR LESS.

**NOTES:**

1. THE PROPERTY SHOWN HEREON WAS NOT SUBJECTED TO A TITLE SEARCH FOR OWNERSHIP, RIGHTS-OF-WAY, EASEMENTS OR OTHER MATTERS OF RECORD.
2. THIS SKETCH AND DESCRIPTION IS "NOT VALID" WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
3. BEARINGS SHOWN HEREON ARE BASED ON AN ASSUMED BEARING OF S.88°31'17"W., ALONG THE SOUTH LINE OF BLOCK 12, CORRECTED PLAT OF EVERGLADE LAND SALES COMPANY'S SECOND ADDITION TO LAUDERDALE, FLORIDA, RECORDED IN PLAT BOOK 1, PAGE 52, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.
4. THIS SKETCH DOES NOT REPRESENT A FIELD SURVEY (THIS IS NOT A SURVEY).
5. THIS LEGAL DESCRIPTION WAS PREPARED BY STONER & ASSOCIATES, INC. WITHOUT THE BENEFIT OF A TITLE SEARCH. THERE COULD BE MATTERS OF RECORD THAT ARE NOT SHOWN HEREON.

NOTE:  
SEE SHEETS 4 AND 5 FOR A GRAPHIC  
DEPICTION OF THE PROPERTY  
DESCRIBED HEREON.



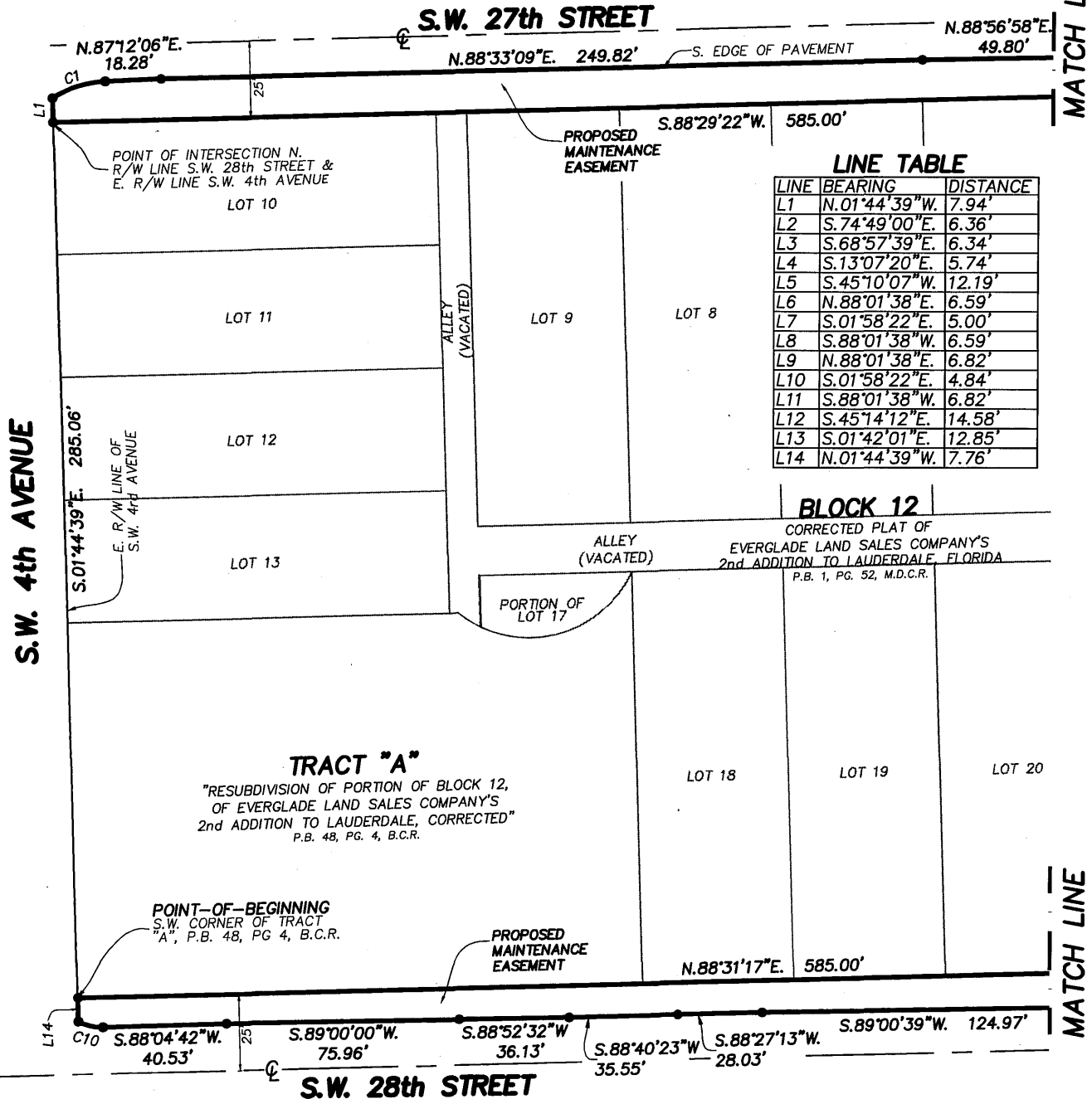
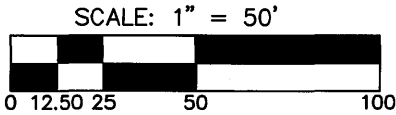
4341 S.W. 62nd AVE.  
Davie, Florida 33314

Tel. (954) 585-0997  
Fax (954) 585-3927

**LEGAL DESCRIPTION OF  
B.A.R.C. MAINTENANCE EASEMENT  
S.W. 28th STREET, S.W. 27th STREET AND S.W. 3rd AVENUE  
CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA**

LEGEND:

- B.C.R. .... BROWARD COUNTY RECORDS
- P.B. .... PLAT BOOK
- PG. .... PAGE
- P.O.B. .... POINT OF BEGINNING
- P.O.C. .... POINT OF COMMENCEMENT
- M.D.C.R. .... MIAMI-DADE COUNTY RECORDS
- R/W. .... RIGHT-OF-WAY
- (C1) .... CURVE NUMBER
- (L1) .... LINE NUMBER



**LINE TABLE**

LINE	BEARING	DISTANCE
L1	N.01°44'39"W.	7.94'
L2	S.74°49'00"E.	6.36'
L3	S.68°57'39"E.	6.34'
L4	S.13°07'20"E.	5.74'
L5	S.45°10'07"W.	12.19'
L6	N.88°01'38"E.	6.59'
L7	S.01°58'22"E.	5.00'
L8	S.88°01'38"W.	6.59'
L9	N.88°01'38"E.	6.82'
L10	S.01°58'22"E.	4.84'
L11	S.88°01'38"W.	6.82'
L12	S.45°14'12"E.	14.58'
L13	S.01°42'01"E.	12.85'
L14	N.01°44'39"W.	7.76'

NOTE:  
SEE SHEETS 1 THRU 3 FOR THE LEGAL  
DESCRIPTION OF THE PROPERTY SHOWN  
GRAPHICALLY HEREON.

4341 S.W. 62nd AVE.  
Davie, Florida 33314

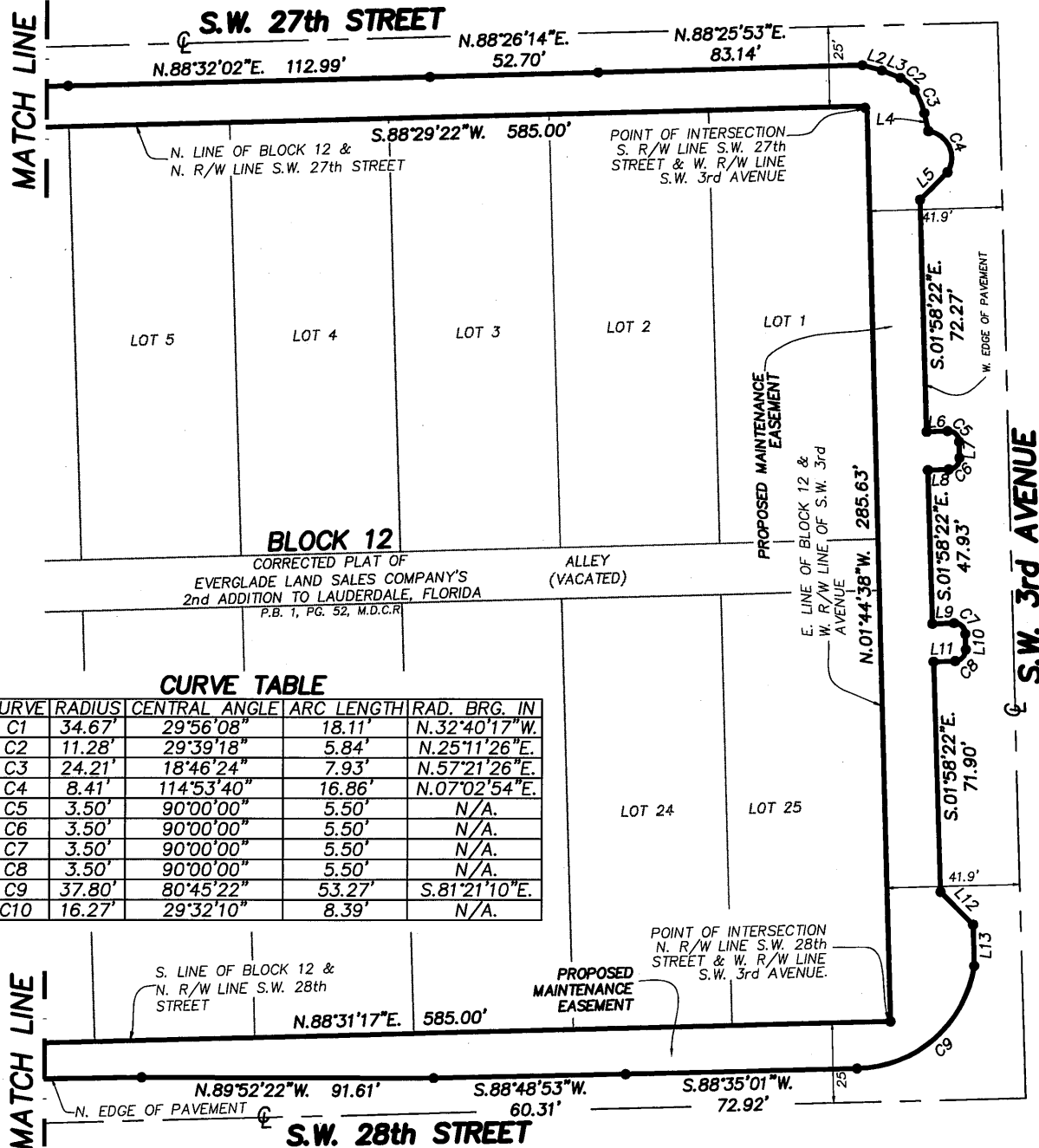
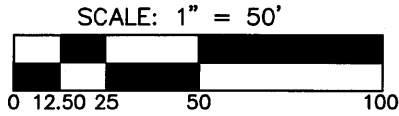


Tel. (954) 585-0997  
Fax (954) 585-3927

**LEGAL DESCRIPTION OF  
B.A.R.C. MAINTENANCE EASEMENT**  
S.W. 28th STREET, S.W. 27th STREET AND S.W. 3rd AVENUE  
CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA

LEGEND:

- B.C.R. .... BROWARD COUNTY RECORDS
- P.B. .... PLAT BOOK
- PG. .... PAGE
- P.O.B. .... POINT OF BEGINNING
- P.O.C. .... POINT OF COMMENCEMENT
- M.D.C.R. .... MIAMI-DADE COUNTY RECORDS
- R/W. .... RIGHT-OF-WAY
- (C1) .... CURVE NUMBER
- (L1) .... LINE NUMBER



**CURVE TABLE**

CURVE	RADIUS	CENTRAL ANGLE	ARC LENGTH	RAD. BRG. IN
C1	34.67'	29°56'08"	18.11'	N.32°40'17"W.
C2	11.28'	29°39'18"	5.84'	N.25°11'26"E.
C3	24.21'	18°46'24"	7.93'	N.57°21'26"E.
C4	8.41'	114°53'40"	16.86'	N.07°02'54"E.
C5	3.50'	90°00'00"	5.50'	N/A.
C6	3.50'	90°00'00"	5.50'	N/A.
C7	3.50'	90°00'00"	5.50'	N/A.
C8	3.50'	90°00'00"	5.50'	N/A.
C9	37.80'	80°45'22"	53.27'	S.81°21'10"E.
C10	16.27'	29°32'10"	8.39'	N/A.

NOTE:  
SEE SHEETS 1 THRU 3 FOR THE LEGAL DESCRIPTION OF THE PROPERTY SHOWN GRAPHICALLY HEREON.



**EXHIBIT B**

**Special Improvements/Special Improvement Area**



**EXHIBIT C**

**Improvement Plan**







