



City of Dania Beach, Florida
Department of Community Development
Planning and Zoning Division
(954) 924-6805 X3643
(954) 922-2687 Fax

Standard Development Application

- Administrative Variance
- Land Use Amendment
- Plat
- Rezoning
- Site Plan
- Special Exception
- Variance
- Other: _____

Date Rec'd: _____

Petition No.: _____

(SEE APPLICATION TYPE SCHEDULE ON PAGES 3 & 4)

THIS APPLICATION WILL NOT BE ACCEPTED UNTIL IT IS COMPLETE AND SUBMITTED WITH ALL NECESSARY DOCUMENTS. Refer to the application type at the top of this form and "Required Documentation" checklist to determine the supplemental documents required with each application. For after the fact applications, the responsible contractor of record shall be present at the board hearing. Their failure to attend may impact upon the disposition of your application. As always, the applicant or their authorized legal agent must be present at all meetings. All projects must also obtain a building permit from the City Building Division. For more information please reference the **Dania Beach Land Development Code Part 6, Development Review Procedures and Requirements.**

Location Address: +/- SW 39th Street and SW 22nd Avenue, Dania Beach 33312

Lot(s): _____ Block: _____ Subdivision: _____ Multiple (see attached) _____

Recorded Plat Name: Ravenswood Heights and Marshalls Everglades

Folio Number(s): See attached. Legal Description: See attached.

Applicant/Consultant/Legal Representative (circle one) Leigh Robinson Kerr & Assoc., Inc.

Address of Applicant: 808 E. Las Olas Blvd #104, Fort Laud, FL 33301

Business Telephone: 954-467-6308 Home: _____ Fax: _____

E-mail address: Lkerr808@bellsouth.net

Name of Property Owner: Broward County

Address of Property Owner: 115 S. Andrews Ave, Fort Laud., FL 33301

Business Telephone: _____ Home: _____ Fax: _____

Explanation of Request: Rezoning the subject sites from RM-1 to IROM AA

*For Plats please provide proposed Plat Name for Variances please attach **Criteria Statement** as per Section 625.40 of the Land Development Code.*

Prop. Net Acreage: 2.3 Gross Acreage: 2.3 Prop. Square Footage: 100,188

Existing Use: Vacant Proposed Use: Industrial

Is property owned individually, by a corporation, association, or a joint venture? No

AUTHORIZED REPRESENTATIVE

I/we are fully aware of the request being made to the City of Dania Beach. If I/We are unable to be present, I/we hereby authorize Leigh Robinson Kerr & Associates, Inc. (Individual/firm) to represent me/us in all matters related to this application. I/we hereby acknowledge that the applicable fee was established to offset administrative costs and is not refundable.

I/we are fully aware that all approvals automatically expire within 12 months of City of Dania Beach Planning and Zoning Board or City Commission approval, or pursuant to the expiration timeframe listed in Part 6 of the Dania Beach Land Development Code.

STATE OF FLORIDA
COUNTY OF BROWARD
The foregoing instrument
was acknowledged

By: _____
(Owner / Agent signature*)

BEFORE ME THIS _____ DAY OF _____, 20_____

By:

(Print name of person acknowledging)

(Joint owner signature if applicable)

Notary _____

(Signature of Notary Public – State of _____)

Personally known _____ or Produced Identification _____

Type of Identification produced: _____ or Drivers License _____

***If joint ownership, both parties must sign. If partnership, corporation or association, an authorized officer must sign on behalf of the group. A notarized letter of authorization from the owner of record must accompany the application if an authorized agent signs for the owner(s).**

NO APPLICATION WILL BE AUTOMATICALLY SCHEDULED FOR A MEETING.

ALL APPLICATIONS MUST BE DETERMINED COMPLETE BY STAFF BEFORE PROCESSING OCCURS.

**City of Dania Beach
APPLICATION TYPE AND FEE SCHEDULE**

INCOMPLETE SUBMITTALS ARE NOT ACCEPTABLE FOR REVIEW AND PROCESSING.

The following fees shall apply to all applications for land use plan amendments, rezoning, special exception use, variances, site plans and other zoning related applications. These fees are used to defray staff cost in the evaluation of the proposal made and provide for the required notices and public advertisements according to Florida State Statute and the Dania Beach Land Development Code. Should any applicant have more than one type of request to the City, the applications involved should be submitted at the same time. The present City policy is to have concurrent reviews being processed before the final review and actions by the Planning and Zoning Board and/or City Commission. It is the obligation of all applicants to review the appropriate City Codes and design standards related to their proposal before making any application to the City. The standard review process for all development applications are two (2) review cycles. **Any additional review or public notice required by staff or professional consultants due to the incorrect interpretation of the Land Development Code will be charged to the applicant as per "Section 685-10 Cost Recovery for Development Review" of the Dania Beach Land Development Code.**

APPLICATION TYPE	FEE
LAND USE:	
Assignment of Flex Units or Acreage	Filing fee = \$4,000.00 plus \$5.00 per flex, reserve or LAC/RAG unit or hotel room or \$100 per acre or portion of such area <i>Includes Staff processing, 2 review cycles, advertising and notice costs.</i>
Change of Land Use:	Filing fee = \$7,000.00, plus \$500.00 per acre or portion of area <i>Includes Staff processing, 2 review cycles, advertising and notice costs</i>
ZONING	
Change of Zoning (Rezoning)	Less than 2 acres - \$2,500.00 Greater than 2 acres - \$6,000.00 <i>Includes Staff processing, 2 review cycles, advertising and notice costs</i>
Zoning Code Text Change:	Changing the list of Permitted Uses - \$6,000.00 General Text - \$2,000.00 <i>Includes Staff processing, 2 review cycles, advertising and notice costs</i>
PLAT	(Perimeter) Filing fee = \$2550.00 plus \$50.00 per acre or portion of such area (Subdivision) Filing fee = \$2550.00 plus \$100 per acre or portion of such area <i>Includes Staff processing, 2 review cycles, advertising and notice costs</i>
Delegation Request	\$1,500.00 <i>Includes Staff processing, 2 review cycles, advertising and notice costs</i>
SITE PLAN	
Residential, Hotel, Condo-Hotel, Time-Share, Motel	Filing fee = \$1,000.00 PLUS \$10.00 per unit Plus an initial retainer for cost recovery of consultant services of \$5,000.00. Additional consultant service fees may be required. Minimum fee = \$6,100.00 <i>Includes Staff processing, 2 review cycles, advertising and notice costs</i>
All other uses	Filing fee = \$1,000.00 PLUS the following: \$5.00 : 100 s.f. for 1 st 10,000 s.f., \$2.00 : 100 s.f. in excess of 10,000 s.f. Plus an initial retainer for cost recovery of consultant services of \$4,000.00. Additional consultant service fees may be required. Minimum fee = \$5,500.00 <i>Includes Staff processing, 2 review cycles, advertising and notice costs</i>
Site Plan Revisions	\$2,500.00 - <i>Includes staff processing and up to 2 review cycles.</i> <i>Additional variances associated with any revision to a site plan are charged according to the associated variance type.</i>
Extension of Approval(s) (Site plan, variance, special exception requests)	\$1,250.00 - Single Extension (PLUS) an additional \$ 250.00 for each associated approval

**City of Dania Beach
APPLICATION TYPE AND FEE SCHEDULE**

INCOMPLETE SUBMITTALS ARE NOT ACCEPTABLE FOR REVIEW AND PROCESSING.

The following fees shall apply to all applications for land use plan amendments, rezoning, special exception use, variances, site plans and other zoning related applications. These fees are used to defray staff cost in the evaluation of the proposal made and provide for the required notices and public advertisements according to Florida State Statute and the Dania Beach Land Development Code. Should any applicant have more than one type of request to the City, the applications involved should be submitted at the same time. The present City policy is to have concurrent reviews being processed before the final review and actions by the Planning and Zoning Board and/or City Commission. It is the obligation of all applicants to review the appropriate City Codes and design standards related to their proposal before making any application to the City. The standard review process for all development applications are two (2) review cycles. **Any additional review or public notice required by staff or professional consultants due to the incorrect interpretation of the Land Development Code will be charged to the applicant as per "Section 685-10 Cost Recovery for Development Review" of the Dania Beach Land Development Code.**

SPECIAL EXCEPTION	
SPECIAL EXCEPTION (Excluding cell towers)	Filing fee = \$3,700.00 plus \$200.00 per acre or portion of such area <i>Includes Staff processing, 2 review cycles, advertising and notice costs</i>
SPECIAL EXCEPTION (Cellular Towers)	Filing fee = \$4,000 <i>Includes Staff processing, 2 review cycles, advertising and notice costs</i>
Additional Resubmittal (In addition to the standard (2) review cycles):	Any additional review or public notice required by staff or professional consultants due to the negligence of the applicant will be charged to the applicant as per Article 685-10 Cost recovery for Development Review of the Dania Beach Land Development Code.
VARIANCES, APPEALS & WAIVERS	
Administrative, Single Family	\$ 300.00
Administrative, all other	\$ 500.00
Single Family/Community Facility	\$ 490.00
Duplex	\$1,050.00
Triplex	\$1,150.00
Multifamily, Hotel, Condo-Hotel (per variance)	\$2,300.00
Nonres. (per variance)	\$2,000.00
Wall Sign	\$ 700.00
Monument Sign	\$1,200.00
Pole Sign (As permitted)	\$2,400.00
Appeal (single family & comm fac)	\$ 650.00
Appeal (all other uses)	\$1,925.00
Dumpster Appeal to Com. Dev. Dir.	\$ 200.00
Dumpster Appeal to City Com.	\$ 500.00
Alcoholic Beverage Variance	\$1,250.00
Mobility	\$1,400.00
Trafficway Waiver	\$4,000.00
Vacation - Road/Easement	\$3,500.00
Alcohol Extended Hours License Application	\$2,250.00
Alcoholic Beverage Waiver	\$1,000.00
Zoning Review: State Liquor License	\$ 50.00
Outdoor Seating/Dinning	\$ 100.00
Assisted Living Facility	\$ 65.00
CRA Grant Application	\$ 250.00
UNSPECIFIED	\$ 500.00 PLUS any outside costs incurred by the city as per "Section 685-10"
Zoning Information Letter	\$ 250.00

Revised - 8-23-11 As per City Commission Approval Resolution #2011-000

Request for Rezoning

Sec. 645-40. Review criteria; city commission action.

A. An application for a rezoning shall be reviewed in accordance with the following criteria:

1. The request is consistent with the city's comprehensive plan; and

The request is to rezone the subject site from RM-1 Multiple-Family (16 du/ac) Residential District to Industrial-Research-Office-Marine Airport Approach (IROM AA). The current future land use designation for the site is Industrial which is be consistent with the requested IROM AA zoning for the site.

2. The request is consistent with all applicable redevelopment plans, corridor plans, neighborhood plans, and master plans approved by the city commission; and

No specific redevelopment plans, corridor plans, neighborhood plans, or master plans apply to the subject site. However, the proposed IROM AA district's development standards for uses permitted under the district will ensure that development will be consistent with the existing uses of the surrounding properties.

3. The request would not give privileges not generally extended to similarly situated property in the area, or result in an isolated district unrelated to adjacent or nearby districts; and

The proposed zoning district will not give privileges not generally extended to similarly situated property in the area. For example, properties with IROM AA zoning currently exist to the north and east. The request is changing the existing RM-1 residential district to an industrial district which is consistent with the nearby/adjacent non-residential pattern made up of commercial and industrial districts. It is also consistent with the City's Comprehensive Plan and the deed restriction per Broward County. Please see attached.

- a. The request furthers the city's adopted community redevelopment plan, if applicable; or

The subject site is not located within a CRA.

- b. An error or ambiguity must be corrected; or

Not applicable.

- c. There exists changed or changing conditions which make approval of the request appropriate; or

The approval of the request to rezone the subject site to IROM AA is appropriate for the subject property as it is ideally situated just west of the Fort Lauderdale International Airport. In addition, the site is on the flight landing approaches to the Fort Lauderdale/Hollywood International Airport. It is also consistent with the City's Comprehensive Plan.

- d. Substantial reasons exist why the property cannot be used in accordance with the existing zoning; or

Substantial reasons do exist that render the property unable to be used in accordance with the existing RM-1 zoning. The site is industrial under the City's Comprehensive Plan and there is also a Broward County deed restriction (see attached) requiring industrial uses on the site.

- e. The rezoning is appropriate for the orderly development of the city and is compatible with existing (conforming) adjacent land uses, and planned adjacent land uses.

The rezoning of the site from RM-1 to IROM AA is appropriate for the orderly development of the city and is compatible with existing (conforming) adjacent land uses, and planned adjacent land uses. The IROM AA designation will provide new opportunities in the area.

The subject site is on the flight landing approach for the Fort Lauderdale-Hollywood International Airport. The non-residential zoning district is particularly appropriate for the orderly development of the city given the site's proximity of the site to the new runway.

FOLIO RECORDS



MARTY KIAR
BROWARD COUNTY
PROPERTY APPRAISER

Site Address	SW 39 STREET, DANIA BEACH FL 33312	ID #	5042 29 11 0081
Property Owner	BROWARD COUNTY BOARD OF COUNTY COMMISSIONERS	Millage	0413
Mailing Address	115 S ANDREWS AVE RM 501-RP FORT LAUDERDALE FL 33301-1801	Use	80
Abbr Legal Description	RAVENSWOOD HEIGHTS 31-6 B TRACT E LESS E 89.56		

The just values displayed below were set in compliance with Sec. 193.011, Fla. Stat., and include a reduction for costs of sale and other adjustments required by Sec. 193.011(8).

Property Assessment Values					
Year	Land	Building / Improvement	Just / Market Value	Assessed / SOH Value	Tax
2018	\$49,170		\$49,170	\$49,170	
2017	\$49,170		\$49,170	\$49,170	
2016	\$49,170		\$49,170	\$49,170	

2018 Exemptions and Taxable Values by Taxing Authority				
	County	School Board	Municipal	Independent
Just Value	\$49,170	\$49,170	\$49,170	\$49,170
Portability	0	0	0	0
Assessed/SOH	\$49,170	\$49,170	\$49,170	\$49,170
Homestead	0	0	0	0
Add. Homestead	0	0	0	0
Wid/Vet/Dis	0	0	0	0
Senior	0	0	0	0
Exempt Type 04	\$49,170	\$49,170	\$49,170	\$49,170
Taxable	0	0	0	0

Sales History			
Date	Type	Price	Book/Page or CIN
6/1/1989	WD	\$205,000	16586 / 483
10/1/1979	WD	\$120,000	
2/1/1974	WD	\$105,000	
6/1/1972	WD	\$10,000	

Land Calculations		
Price	Factor	Type
\$4.25	11,569	SF
Adj. Bldg. S.F.		

Special Assessments								
Fire	Garb	Light	Drain	Impr	Safe	Storm	Clean	Misc
04								
L								
1								



MARTY KIAR
BROWARD
 COUNTY
 PROPERTY APPRAISER

Site Address	SW 22 AVENUE, DANIA BEACH FL 33312	ID #	5042 29 11 0080
Property Owner	BROWARD COUNTY BOARD OF COUNTY COMMISSIONERS	Millage	0413
Mailing Address	115 S ANDREWS AVE RM 501-RP FORT LAUDERDALE FL 33301-1801	Use	80
Abbr Legal Description	RAVENSWOOD HEIGHTS 31-6 B TRACT E E 89.56		

The just values displayed below were set in compliance with Sec. 193.011, Fla. Stat., and include a reduction for costs of sale and other adjustments required by Sec. 193.011(8).

Property Assessment Values					
Year	Land	Building / Improvement	Just / Market Value	Assessed / SOH Value	Tax
2018	\$107,140		\$107,140	\$107,140	
2017	\$107,140		\$107,140	\$107,140	
2016	\$107,140		\$107,140	\$100,590	

2018 Exemptions and Taxable Values by Taxing Authority				
	County	School Board	Municipal	Independent
Just Value	\$107,140	\$107,140	\$107,140	\$107,140
Portability	0	0	0	0
Assessed/SOH	\$107,140	\$107,140	\$107,140	\$107,140
Homestead	0	0	0	0
Add. Homestead	0	0	0	0
Wid/Vet/Dis	0	0	0	0
Senior	0	0	0	0
Exempt Type 04	\$107,140	\$107,140	\$107,140	\$107,140
Taxable	0	0	0	0

Sales History				Land Calculations		
Date	Type	Price	Book/Page or CIN	Price	Factor	Type
11/1/1982	WD	\$54,000		\$9.25	11,583	SF
7/1/1972	WD	\$30,000				
				Adj. Bldg. S.F.		

Special Assessments								
Fire	Garb	Light	Drain	Impr	Safe	Storm	Clean	Misc
04								
L								
1								



MARTY KIAR
BROWARD
 COUNTY
 PROPERTY APPRAISER

Site Address	SW 22 AVENUE, DANIA BEACH FL 33312	ID #	5042 29 11 0090
Property Owner	BROWARD COUNTY BOARD OF COUNTY COMMISSIONERS	Millage	0413
Mailing Address	115 S ANDREWS AVE RM 501-RP FORT LAUDERDALE FL 33301-1801	Use	80
Abbr Legal Description	RAVENSWOOD HEIGHTS 31-6 B TRACT F N1/2		

The just values displayed below were set in compliance with Sec. 193.011, Fla. Stat., and include a reduction for costs of sale and other adjustments required by Sec. 193.011(8).

Property Assessment Values					
Year	Land	Building / Improvement	Just / Market Value	Assessed / SOH Value	Tax
2018	\$49,030		\$49,030	\$49,030	
2017	\$49,030		\$49,030	\$49,030	
2016	\$49,030		\$49,030	\$49,030	

2018 Exemptions and Taxable Values by Taxing Authority				
	County	School Board	Municipal	Independent
Just Value	\$49,030	\$49,030	\$49,030	\$49,030
Portability	0	0	0	0
Assessed/SOH	\$49,030	\$49,030	\$49,030	\$49,030
Homestead	0	0	0	0
Add. Homestead	0	0	0	0
Wid/Vet/Dis	0	0	0	0
Senior	0	0	0	0
Exempt Type 04	\$49,030	\$49,030	\$49,030	\$49,030
Taxable	0	0	0	0

Sales History				Land Calculations		
Date	Type	Price	Book/Page or CIN	Price	Factor	Type
10/1/1989	WD	\$108,000	16895 / 854	\$4.25	11,536	SF
7/1/1979	WD	\$67,500				
12/1/1976	WD	\$8,000				
				Adj. Bldg. S.F.		

Special Assessments								
Fire	Garb	Light	Drain	Impr	Safe	Storm	Clean	Misc
04								
L								
1								



MARTY KIAR
BROWARD
 COUNTY
 PROPERTY APPRAISER

Site Address	SW 22 AVENUE, DANIA BEACH FL 33312	ID #	5042 29 11 0091
Property Owner	BROWARD COUNTY BOARD OF COUNTY COMMISSIONERS	Millage	0413
Mailing Address	115 S ANDREWS AVE RM 501-RP FORT LAUDERDALE FL 33301-1801	Use	80
Abbr Legal Description	RAVENSWOOD HEIGHTS 31-6 B TRACT F S1/2		

The just values displayed below were set in compliance with Sec. 193.011, Fla. Stat., and include a reduction for costs of sale and other adjustments required by Sec. 193.011(8).

Property Assessment Values					
Year	Land	Building / Improvement	Just / Market Value	Assessed / SOH Value	Tax
2018	\$49,020		\$49,020	\$49,020	
2017	\$49,020		\$49,020	\$49,020	
2016	\$49,020		\$49,020	\$49,020	

2018 Exemptions and Taxable Values by Taxing Authority				
	County	School Board	Municipal	Independent
Just Value	\$49,020	\$49,020	\$49,020	\$49,020
Portability	0	0	0	0
Assessed/SOH	\$49,020	\$49,020	\$49,020	\$49,020
Homestead	0	0	0	0
Add. Homestead	0	0	0	0
Wid/Vet/Dis	0	0	0	0
Senior	0	0	0	0
Exempt Type 04	\$49,020	\$49,020	\$49,020	\$49,020
Taxable	0	0	0	0

Sales History				Land Calculations		
Date	Type	Price	Book/Page or CIN	Price	Factor	Type
2/1/1990	WD	\$108,000	17411 / 510	\$4.25	11,535	SF
9/1/1984	WD	\$85,000				
5/1/1979	WD	\$69,900				
2/1/1978	WD	\$11,500				
				Adj. Bldg. S.F.		

Special Assessments								
Fire	Garb	Light	Drain	Impr	Safe	Storm	Clean	Misc
04								
L								
1								



MARTY KIAR
BROWARD
 COUNTY
 PROPERTY APPRAISER

Site Address	3997 SW 22 AVENUE, DANIA BEACH FL 33312	ID #	5042 29 11 0110
Property Owner	BROWARD COUNTY BOARD OF COUNTY COMMISSIONERS	Millage	0413
Mailing Address	115 S ANDREWS AVE RM 501-RP FORT LAUDERDALE FL 33301-1801	Use	80
Abbr Legal Description	RAVENSWOOD HEIGHTS 31-6 B TR G S1/2		

The just values displayed below were set in compliance with Sec. 193.011, Fla. Stat., and include a reduction for costs of sale and other adjustments required by Sec. 193.011(8).

Property Assessment Values					
Year	Land	Building / Improvement	Just / Market Value	Assessed / SOH Value	Tax
2018	\$49,020		\$49,020	\$49,020	
2017	\$49,020		\$49,020	\$49,020	
2016	\$49,020		\$49,020	\$49,020	

2018 Exemptions and Taxable Values by Taxing Authority				
	County	School Board	Municipal	Independent
Just Value	\$49,020	\$49,020	\$49,020	\$49,020
Portability	0	0	0	0
Assessed/SOH	\$49,020	\$49,020	\$49,020	\$49,020
Homestead	0	0	0	0
Add. Homestead	0	0	0	0
Wid/Vet/Dis	0	0	0	0
Senior	0	0	0	0
Exempt Type 04	\$49,020	\$49,020	\$49,020	\$49,020
Taxable	0	0	0	0

Sales History				Land Calculations		
Date	Type	Price	Book/Page or CIN	Price	Factor	Type
9/1/1990	WD	\$85,000	17747 / 592	\$4.25	11,535	SF
7/1/1986	WD	\$45,000				
9/1/1972	WD	\$14,500				
11/1/1968	AGD	\$7,000				
				Adj. Bldg. S.F.		

Special Assessments								
Fire	Garb	Light	Drain	Impr	Safe	Storm	Clean	Misc
04								
L								
1								

PLATS

RAVENSWOOD ALLEGATIONS

A SUBDIVISION IN THE N.E. 1/4 OF SECTION 29-TWP 30-S, R6E 32-C

BROWARD COUNTY, FLORIDA

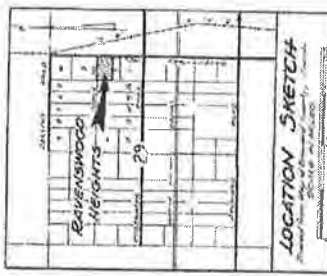
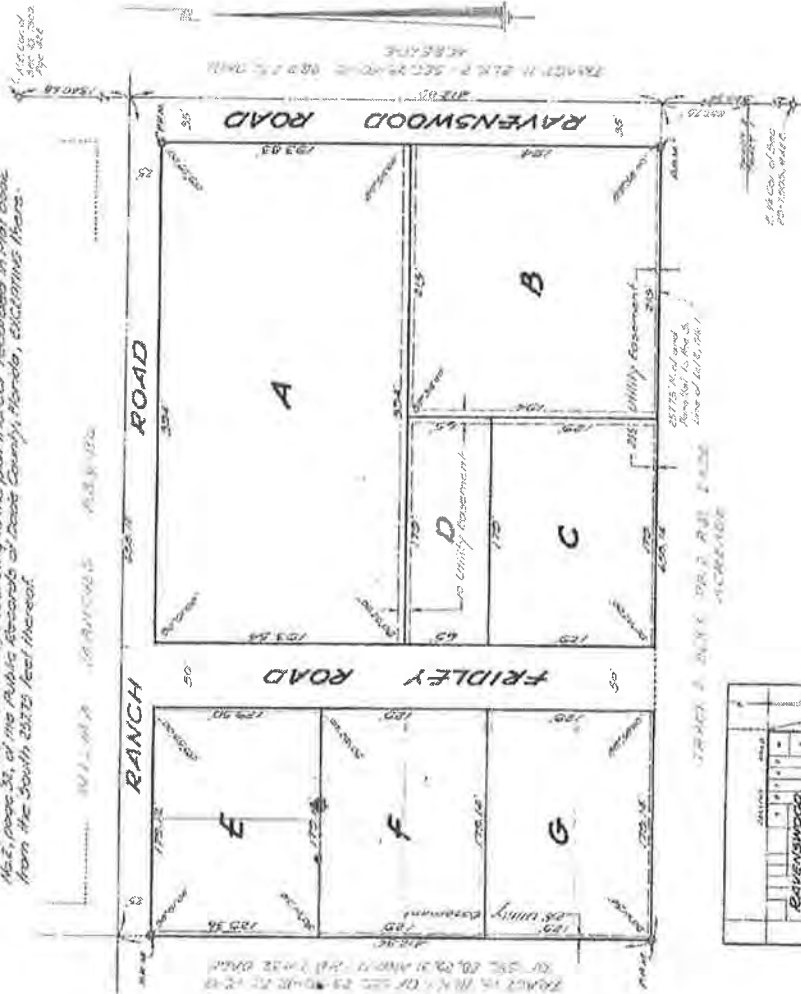
JOHN G. ARENDLA - Civil Engineer and Land Surveyor - Ft. LAUDERDALE, FLA.

Scale 1"=50'

January 1953

DESCRIPTION

Tract 2 of Block 1 of Section Twenty-nine (29), Township Fifty South (50S), Range Forty-two East (42E), according to the plat incorporated in 1951, Book No. 5, page 35, of the Public Records of Dade County, Florida, exhibiting therefrom the South 2875' feet (increased).



LOCATION SKETCH

DEDICATION

WITNESSETH ALL MEN BY THESE PRESENTS: That William Arnie and Mr. Fridley, husband and wife, owners of the above described tract to be surveyed, subdivided and dedicated in the manner so far as known as "RAVENSWOOD HEIGHTS".

The Board as shown on said plat are hereby dedicated public for proper purposes, reserving to themselves, their heirs or representatives thereof whatever is contained by law or otherwise whereby the said William Arnie and Mr. Fridley and their children, heirs, assigns and wife, Guy Fridley a male 28- their lands and seals this 28th day of January 1953.

Witness Wm. Arnie
 Witness Mr. Fridley
 Witness Mr. Nordell
 Witness Mr. Nordell
 Witness Mr. Nordell
 Witness Mr. Nordell

ACKNOWLEDGEMENT
 State of Florida }
 County of Broward } ss. I hereby certify that on this day to me, an officer duly authorized to take acknowledgments, William Arnie and his wife, and they did acknowledge to me the execution of the purposes herein expressed in witness whereof I have hereunto set my hand and my commission expires July 22, 1953.

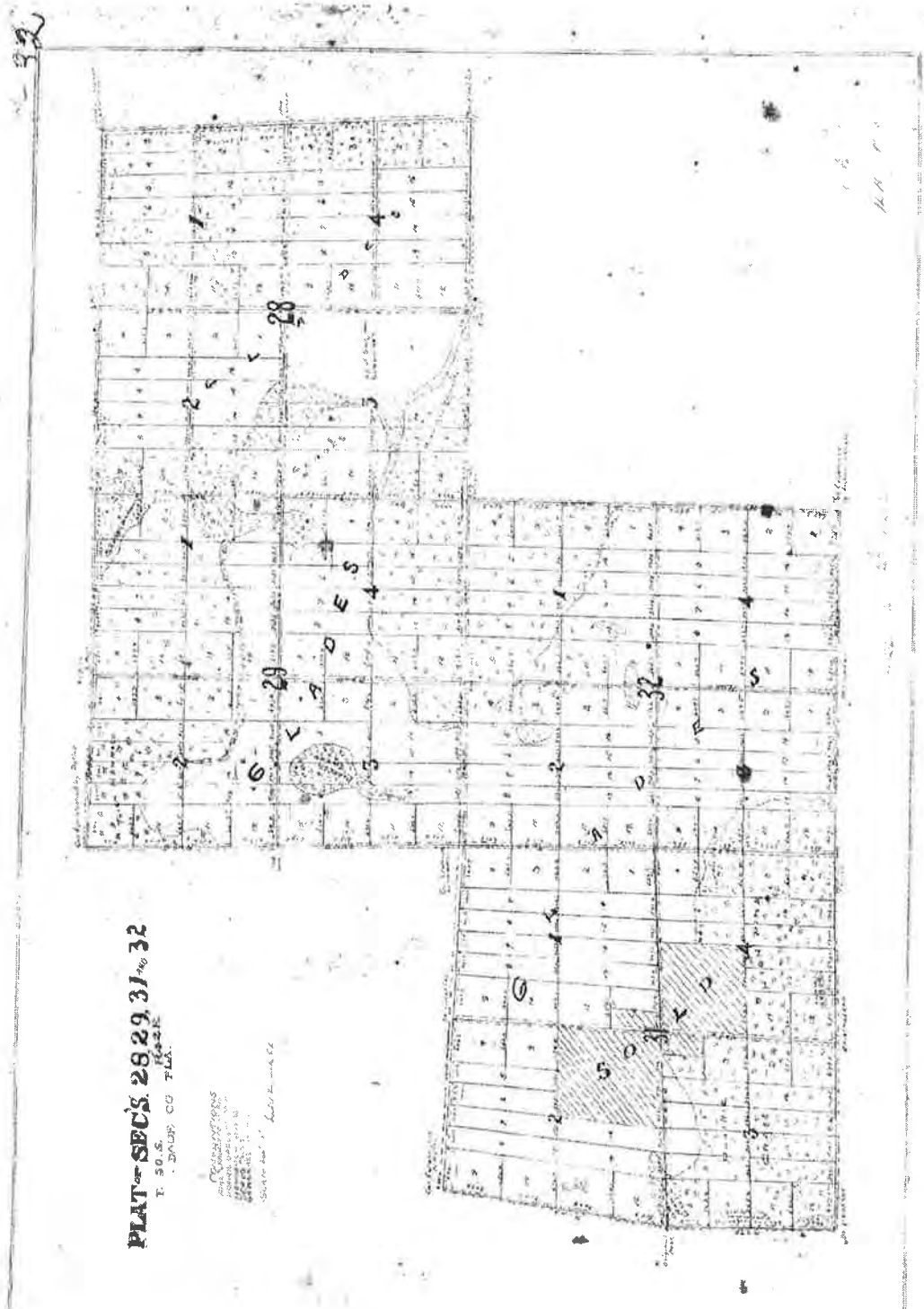
ACKNOWLEDGEMENT
 State of Florida } ss. I hereby certify that on this day to me, an officer duly authorized to take acknowledgments, William Arnie, his wife, and they did acknowledge to me the execution of the purposes herein expressed in witness whereof I have hereunto set my hand and seal of my commission expires July 22, 1953.

ACKNOWLEDGEMENT
 State of Florida } ss. I hereby certify that on this day to me, an officer duly authorized to take acknowledgments, Guy Fridley and they did acknowledge to me the execution of the purposes herein expressed in witness whereof I have hereunto set my hand and seal of my commission expires July 22, 1953.

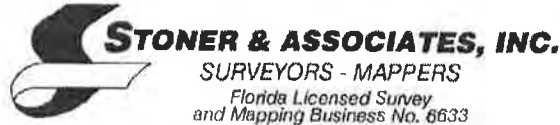
SURVEYOR'S CERTIFICATE
 This is to certify that J. W. Arnie, a land surveyor of Florida, has surveyed the property as described herein and that permanent reference monuments (R.M.'s) were set and placed on or near the corners and correct to the best of my knowledge and belief.

State of Florida }
 County of Broward } ss. This is to certify that this plat was prepared by me in accordance with the provisions of the laws of Florida relating to the recording of maps and plats.
 Witness my hand and seal of office this 28th day of January 1953.
 J. W. Arnie
 Clerk of Circuit Court
 Broward County, Florida.

This plat approved for record



LEGAL DESCRIPTION



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

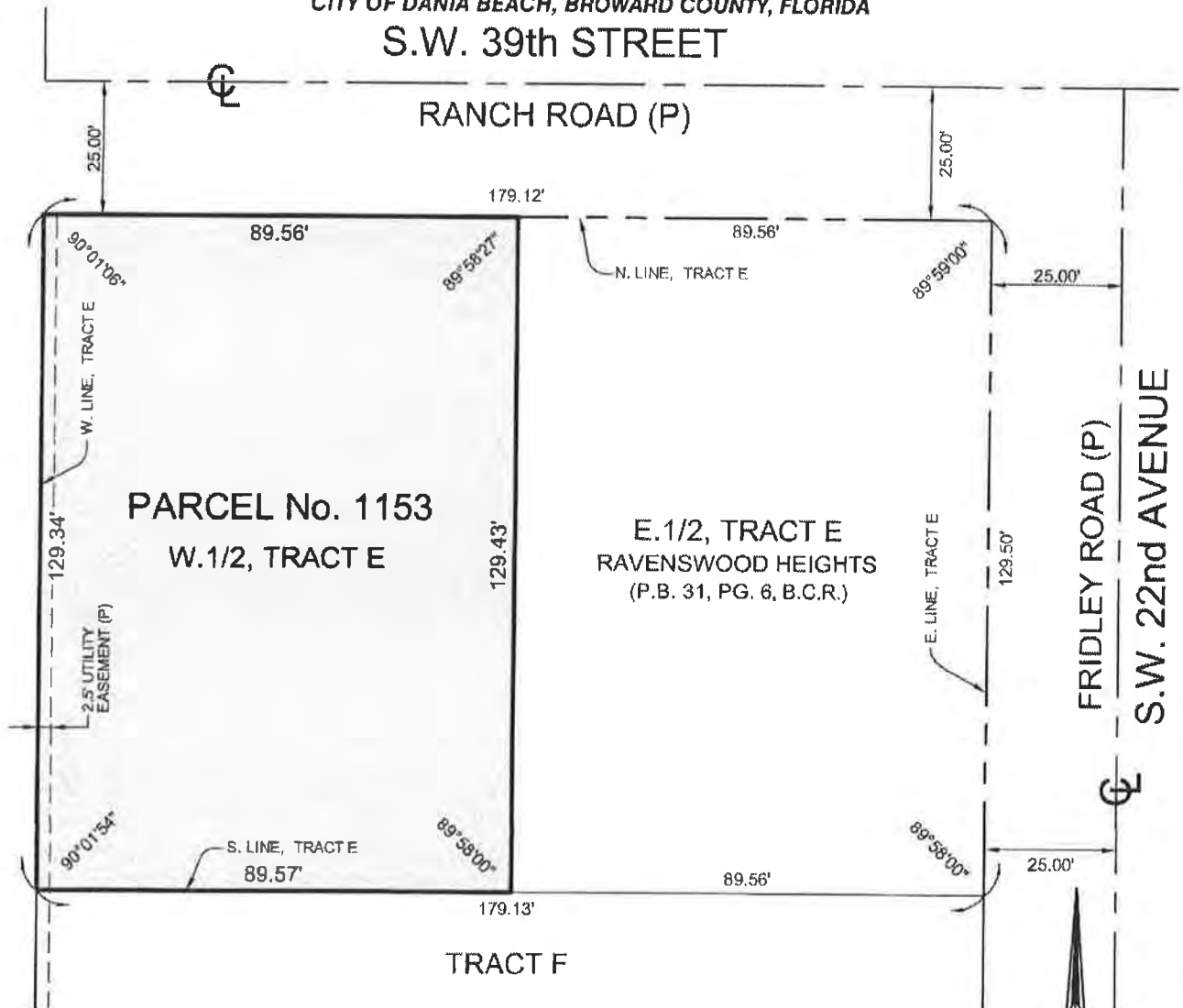
Tel. (954) 585-0997
Fax (954) 585-3927

SKETCH OF DESCRIPTION

PARCEL NO. 1153

LYING BELOW ELEVATION 37.7 FEET, N.A.V.D. 88
BROWARD COUNTY WESTSIDE PROPERTIES AT
FORT LAUDERDALE-HOLLYWOOD INTERNATIONAL AIRPORT
CITY OF DANIA BEACH, BROWARD COUNTY, FLORIDA

S.W. 39th STREET

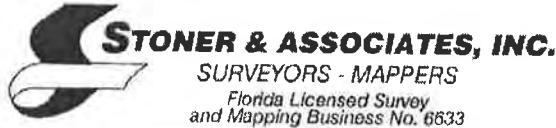


LEGEND:

- P.B. PLAT BOOK
- PG. PAGE
- B.C.R. BROWARD COUNTY RECORDS
- (P) PER PLAT
- ☉ CENTERLINE

SCALE: 1" = 30'





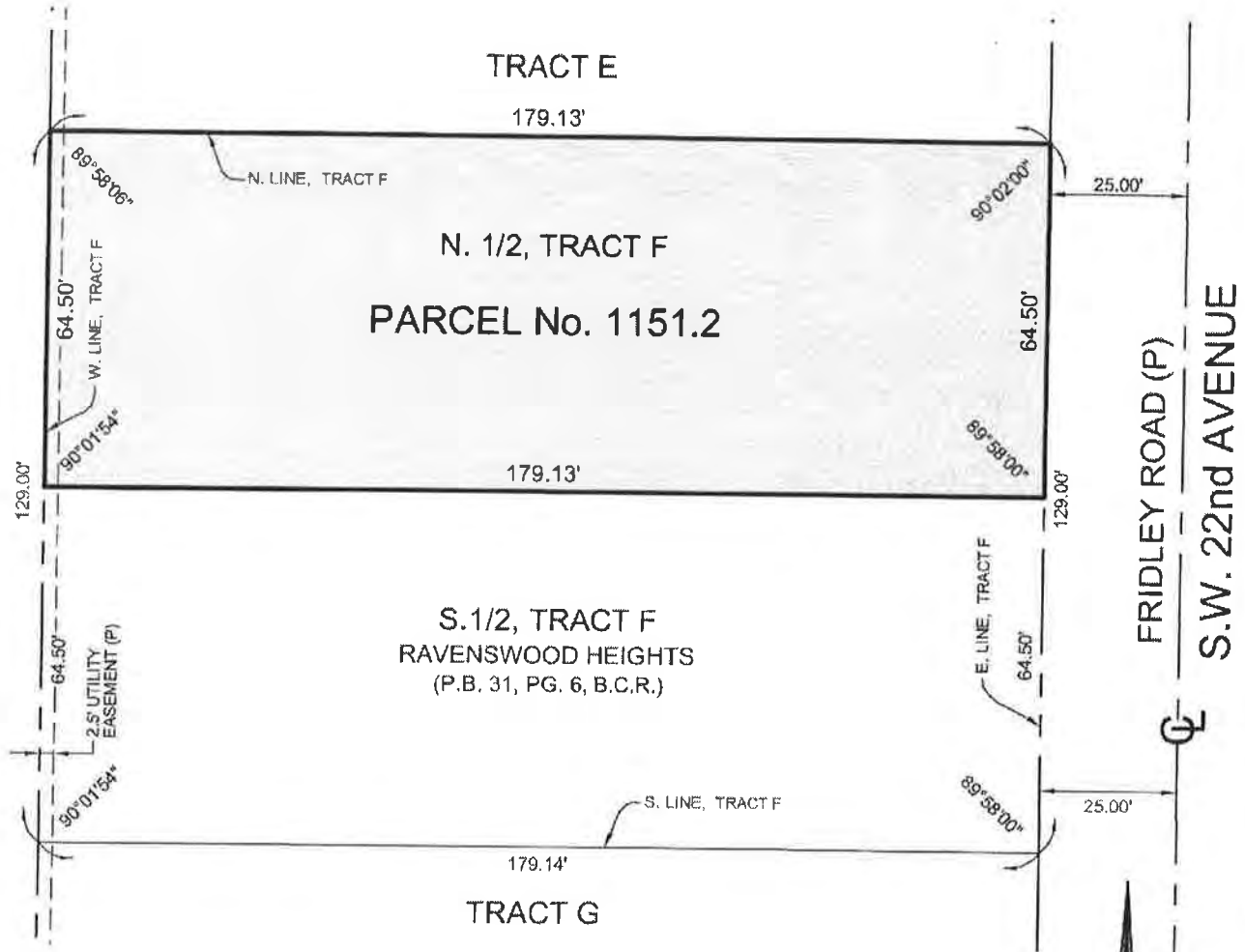
4341 S.W. 62nd AVE.
Davie, Florida 33314

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

SKETCH OF DESCRIPTION

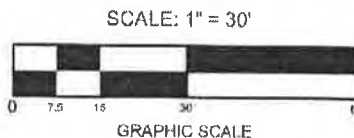
PARCEL NO. 1151.2

LYING BELOW ELEVATION 27.9 FEET, N.A.V.D. 88
BROWARD COUNTY WESTSIDE PROPERTIES AT
FORT LAUDERDALE-HOLLYWOOD INTERNATIONAL AIRPORT
CITY OF DANIA BEACH, BROWARD COUNTY, FLORIDA



LEGEND:

- P.B. PLAT BOOK
- PG. PAGE
- B.C.R. BROWARD COUNTY RECORDS
- (P) PER PLAT
- ☉ CENTERLINE





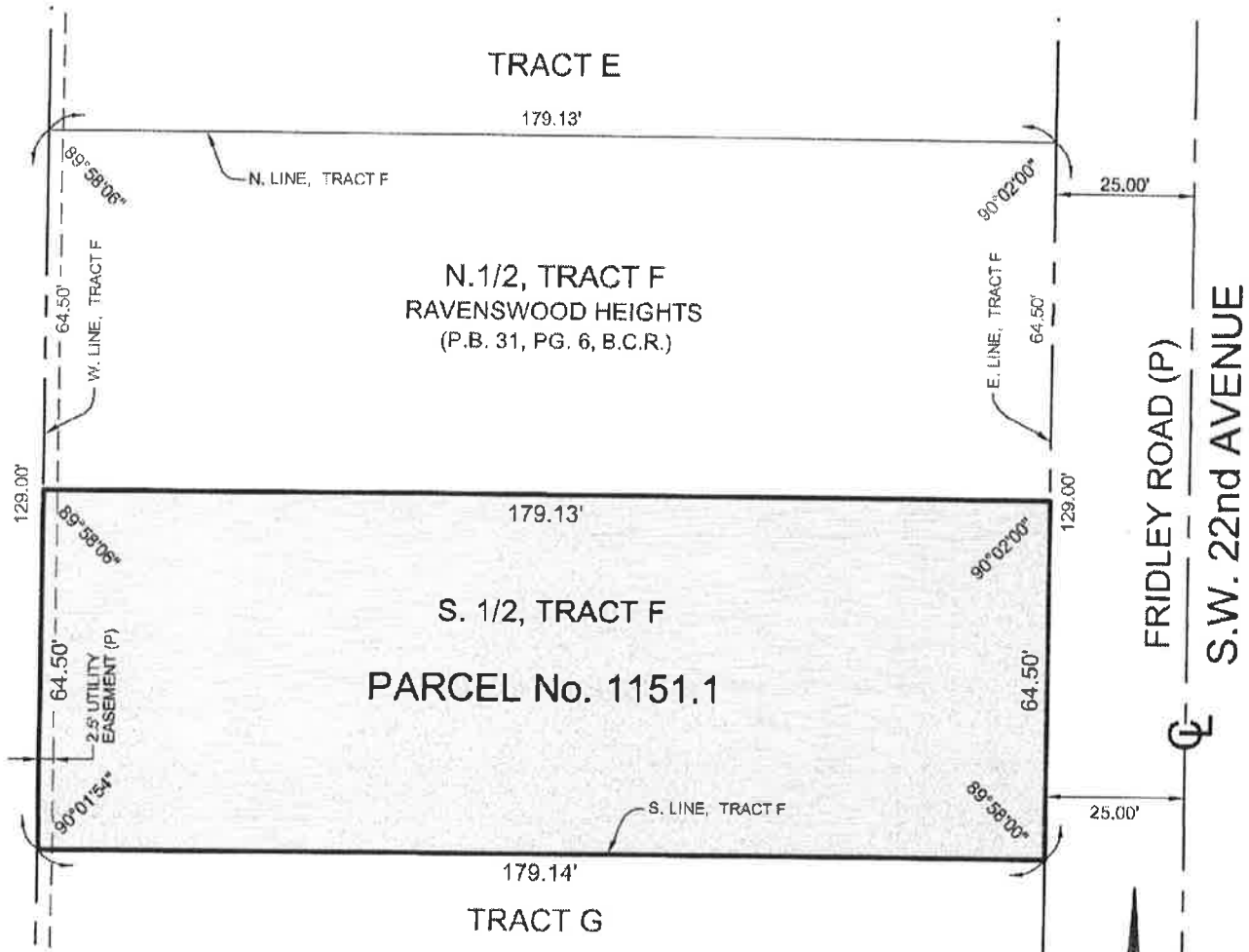
4341 S.W. 62nd AVE.
Davie, Florida 33314

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

SKETCH OF DESCRIPTION

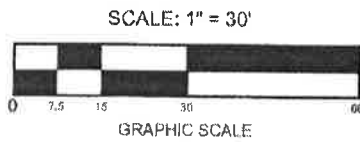
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LYING BELOW ELEVATION 31.2 FEET, N.A.V.D. 88
BROWARD COUNTY WESTSIDE PROPERTIES AT
FORT LAUDERDALE-HOLLYWOOD INTERNATIONAL AIRPORT
CITY OF DANIA BEACH, BROWARD COUNTY, FLORIDA



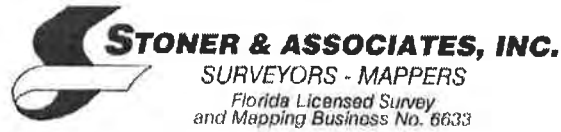
LEGEND:

- P.B. PLAT BOOK
- PG. PAGE
- B.C.R. BROWARD COUNTY RECORDS
- (P) PER PLAT
- ☒ CENTERLINE



SHEET 2 OF 3 SKETCH NO. 14-8061_PAR-1151.1

FILE: F:\Draw\HDR\14-8061 - Dania Interlocal Parcels\01-Drawings\PARCEL_1151.1.dwg



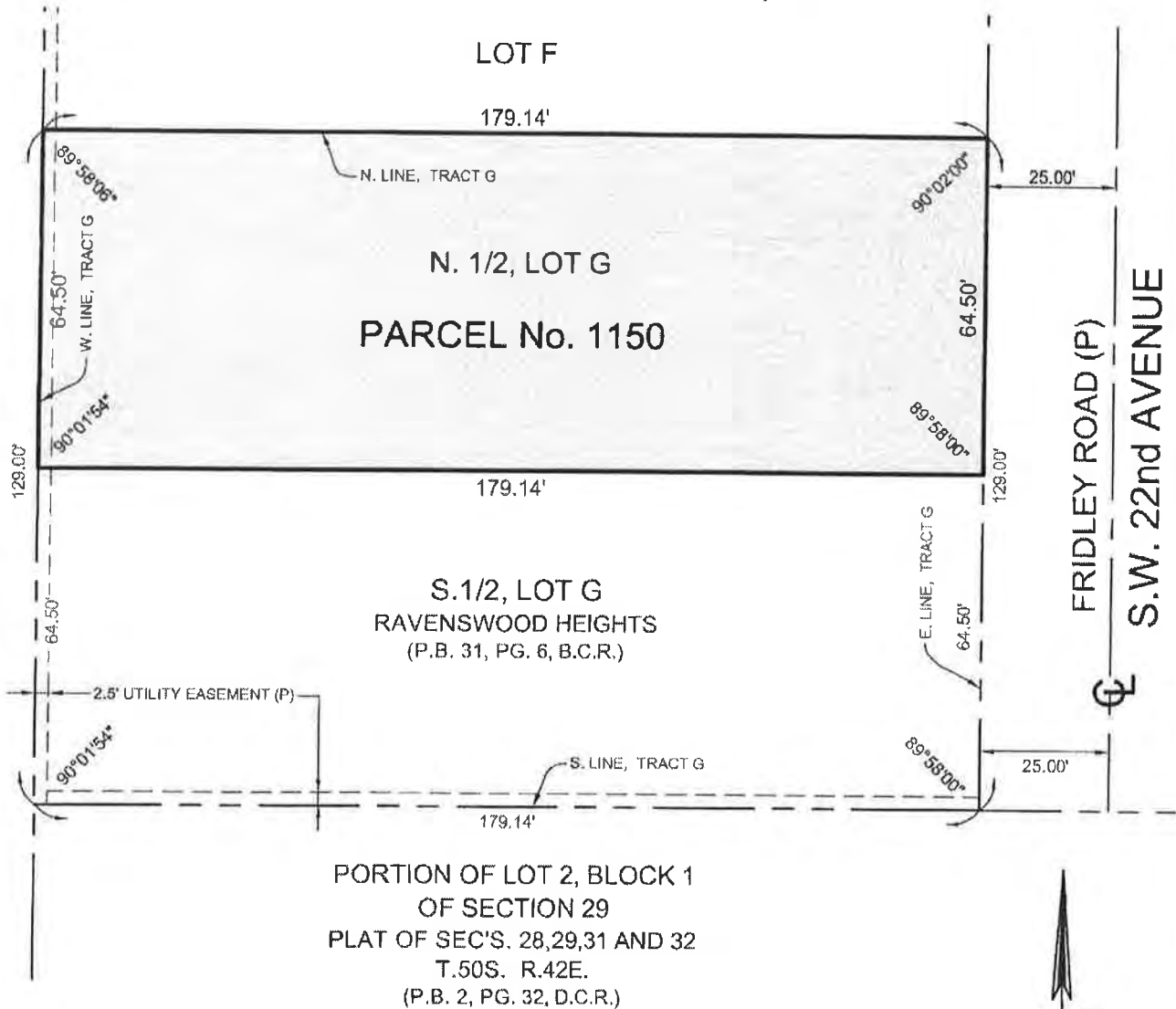
4341 S.W. 82nd AVE.
Davie, Florida 33314

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

SKETCH OF DESCRIPTION

PARCEL NO. 1150

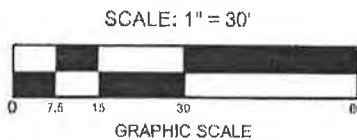
LYING BELOW ELEVATION 34.4 FEET, N.A.V.D. 88
BROWARD COUNTY WESTSIDE PROPERTIES AT
FORT LAUDERDALE-HOLLYWOOD INTERNATIONAL AIRPORT
CITY OF DANIA BEACH, BROWARD COUNTY, FLORIDA



PORTION OF LOT 2, BLOCK 1
OF SECTION 29
PLAT OF SEC'S. 28,29,31 AND 32
T.50S. R.42E.
(P.B. 2, PG. 32, D.C.R.)

LEGEND:

- P.B. PLAT BOOK
- PG. PAGE
- B.C.R. BROWARD COUNTY RECORDS
- D.C.R. DADE COUNTY RECORDS
- SEC'S. SECTIONS
- (P) PER PLAT
- ⊙ CENTERLINE



SHEET 2 OF 3 SKETCH NO. 14-8061_PAR-1150



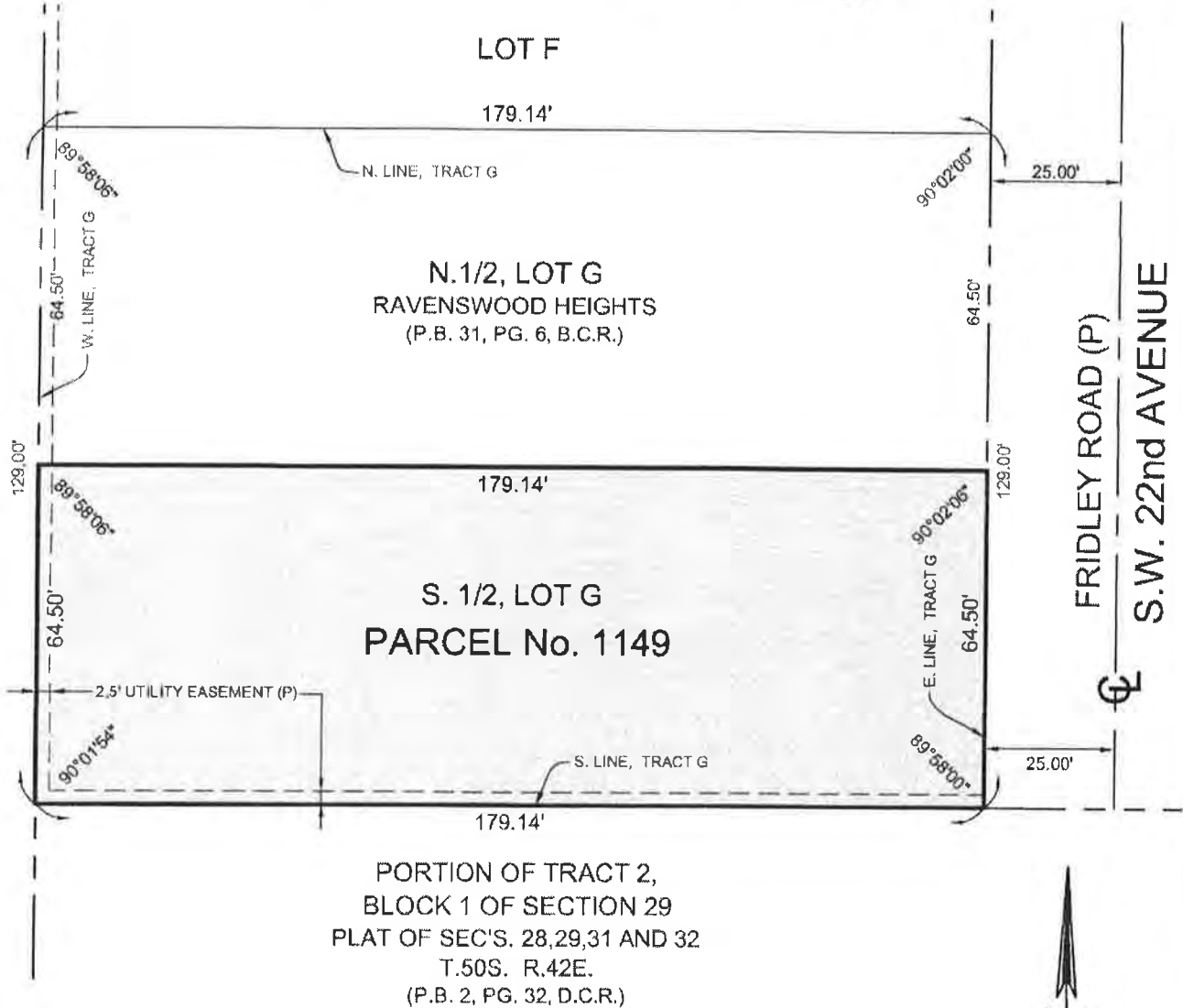
4341 S.W. 62nd AVE.
Davie, Florida 33314

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

SKETCH OF DESCRIPTION

PARCEL NO. 1149

LYING BELOW ELEVATION 37.6 FEET, N.A.V.D. 88
BROWARD COUNTY WESTSIDE PROPERTIES AT
FORT LAUDERDALE-HOLLYWOOD INTERNATIONAL AIRPORT
CITY OF DANIA BEACH, BROWARD COUNTY, FLORIDA



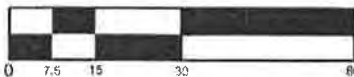
PORTION OF TRACT 2,
BLOCK 1 OF SECTION 29
PLAT OF SEC'S. 28,29,31 AND 32
T.50S. R.42E.
(P.B. 2, PG. 32, D.C.R.)



LEGEND:

- P.B. PLAT BOOK
- PG. PAGE
- B.C.R. BROWARD COUNTY RECORDS
- D.C.R. DADE COUNTY RECORDS
- SEC'S. SECTIONS
- (P) PER PLAT
- ☉ CENTERLINE

SCALE: 1" = 30'



GRAPHIC SCALE

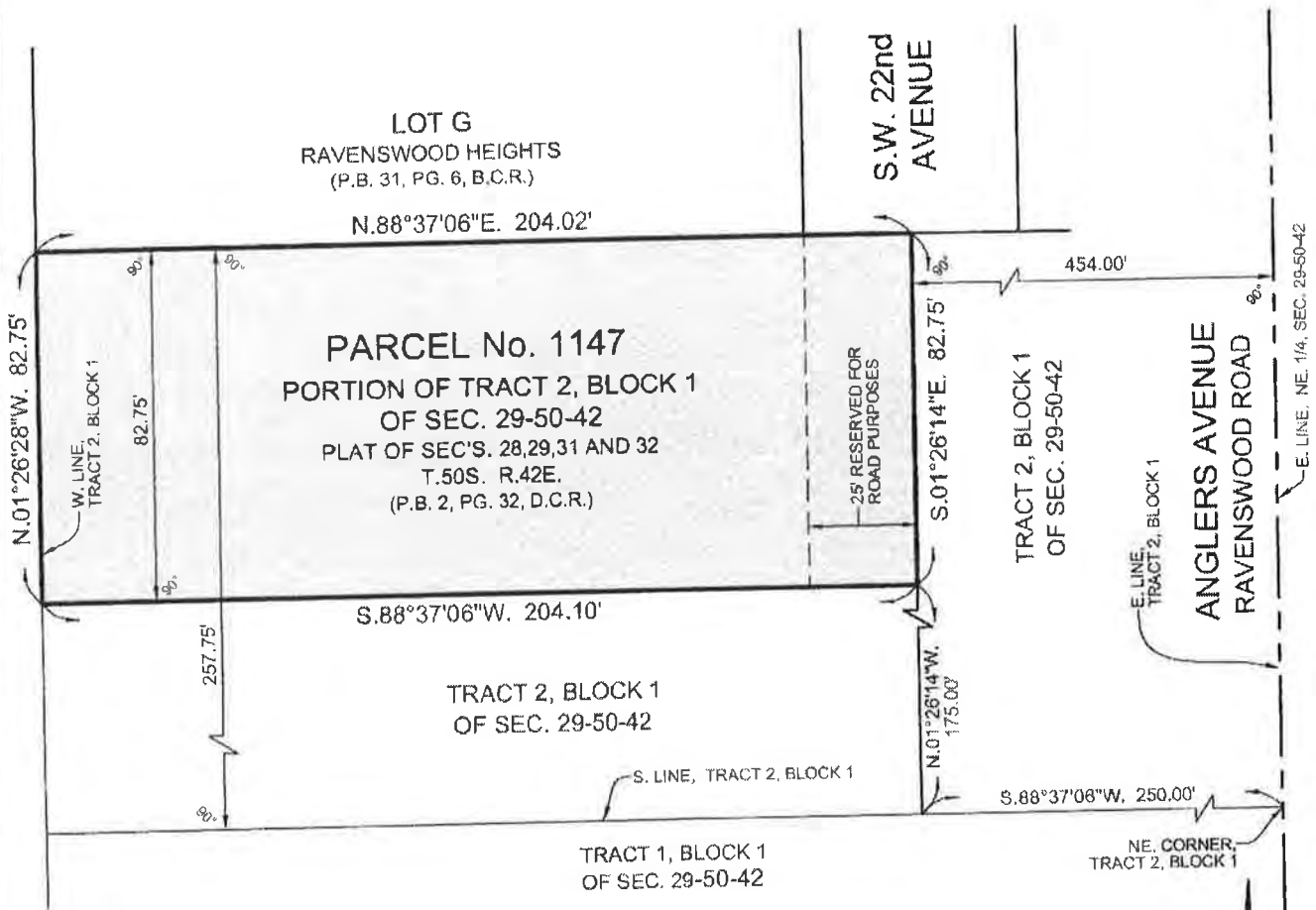


4341 S.W. 62nd AVE.
Davie, Florida 33314

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

**SKETCH OF DESCRIPTION
PARCEL NO. 1147**

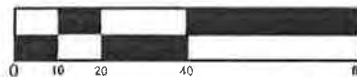
LYING BELOW ELEVATION 40.8 FEET, N.A.V.D. 88
BROWARD COUNTY WESTSIDE PROPERTIES AT
FORT LAUDERDALE-HOLLYWOOD INTERNATIONAL AIRPORT
CITY OF DANIA BEACH, BROWARD COUNTY, FLORIDA



LEGEND:

- P.B. PLAT BOOK
- PG. PAGE
- B.C.R. BROWARD COUNTY RECORDS
- D.C.R. DADE COUNTY RECORDS
- SEC'S. SECTIONS
- SEC. SECTION
- — — — — BREAK IN SCALE

SCALE: 1" = 40'





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

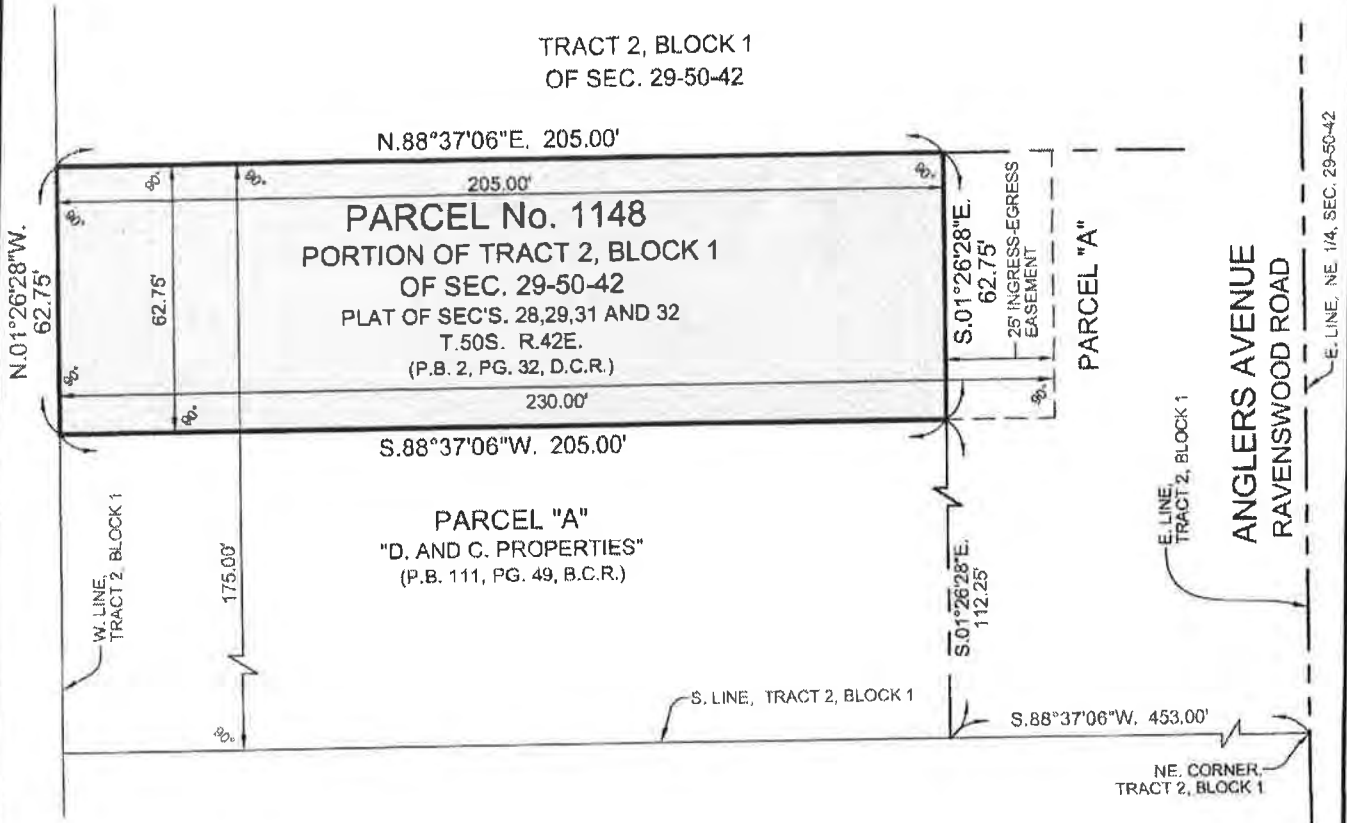
Tel. (954) 585-0997
Fax (954) 585-3927

SKETCH OF DESCRIPTION

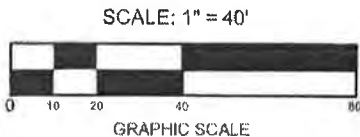
PARCEL NO. 1148

LYING BELOW ELEVATION 44.9 FEET, N.A.V.D. 88
BROWARD COUNTY WESTSIDE PROPERTIES AT
FORT LAUDERDALE-HOLLYWOOD INTERNATIONAL AIRPORT
CITY OF DANIA BEACH, BROWARD COUNTY, FLORIDA

TRACT 2, BLOCK 1
OF SEC. 29-50-42



- LEGEND:**
- P.B. PLAT BOOK
 - PG. PAGE
 - B.C.R. BROWARD COUNTY RECORDS
 - D.C.R. DADE COUNTY RECORDS
 - SEC'S. SECTIONS
 - SEC. SECTION
 - — — — — BREAK IN SCALE





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

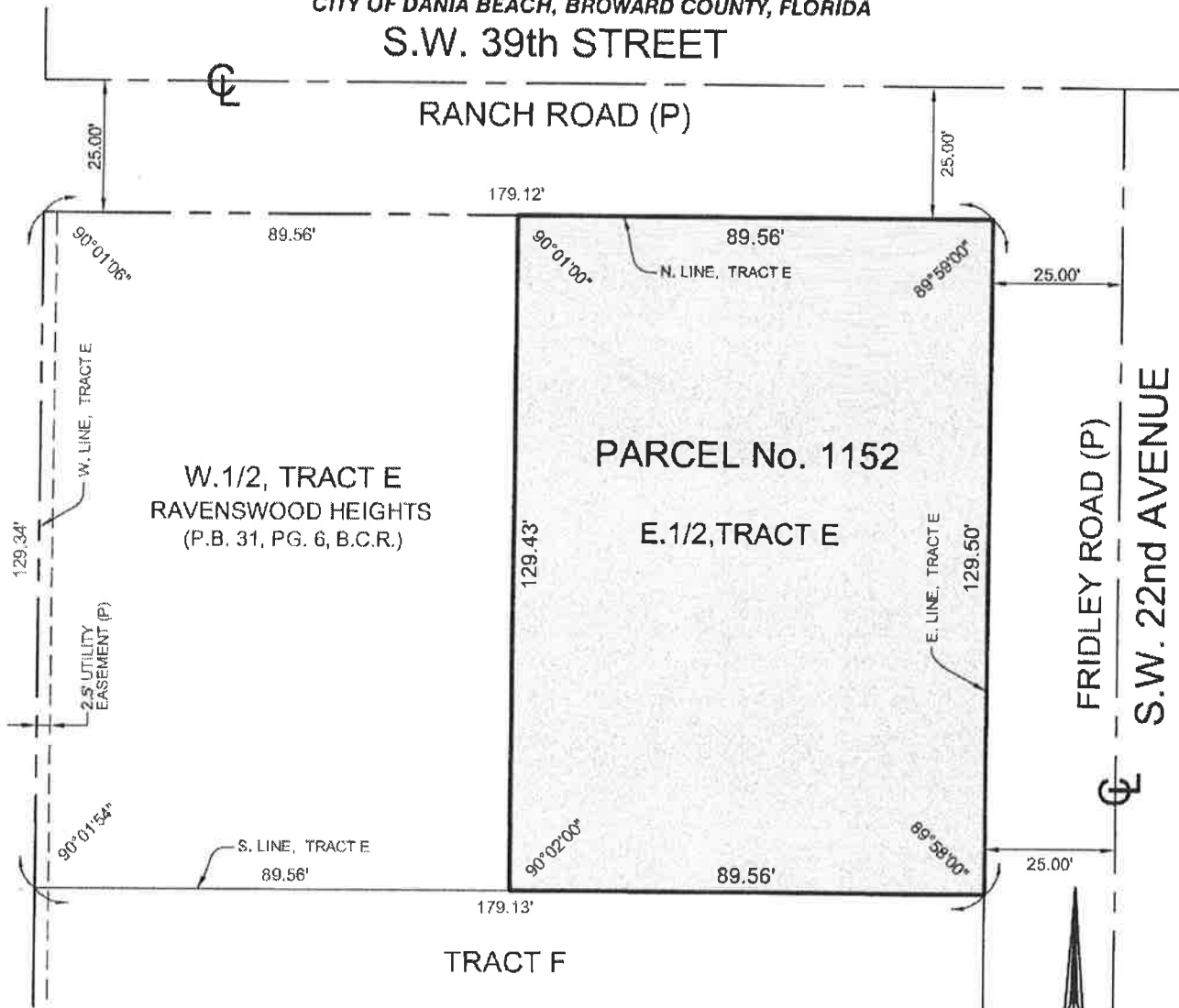
Tel. (954) 585-0997
Fax (954) 585-3927

SKETCH OF DESCRIPTION

PARCEL NO. 1152

LYING BELOW ELEVATION 27.9 FEET, N.A.V.D. 88
BROWARD COUNTY WESTSIDE PROPERTIES AT
FORT LAUDERDALE-HOLLYWOOD INTERNATIONAL AIRPORT
CITY OF DANIA BEACH, BROWARD COUNTY, FLORIDA

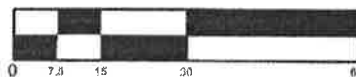
S.W. 39th STREET



LEGEND:

- P.B. PLAT BOOK
- PG. PAGE
- B.C.R. BROWARD COUNTY RECORDS
- (P) PER PLAT
- ☉ CENTERLINE

SCALE: 1" = 30'



DECLARATION OF COVENANTS, RESTRICTIONS, AND EASEMENTS

EXHIBIT "B"

Prepared by and Return to:
Carlos Rodriguez-Cabarrocas
Assistant County Attorney
c/o Aviation Department
2200 SW 45th Street, Suite 101
Dania Beach, Florida 33312
954-359-6100

DECLARATION OF COVENANTS, RESTRICTIONS, AND EASEMENTS

THIS DECLARATION OF COVENANTS, RESTRICTIONS, AND EASEMENTS ("Declaration") is made this ____ day of _____, 2018, by BROWARD COUNTY, a political subdivision of the State of Florida ("County"), its successors and assigns, whose mailing address is 115 South Andrews Avenue, Suite 409, Fort Lauderdale, Florida 33301.

RECITALS:

WHEREAS, the County is the fee title owner of the real property located in Broward County, Florida, as legally described on Exhibit 1, attached hereto and made a part hereof ("Property"); and

WHEREAS, the County owns and operates Fort Lauderdale-Hollywood International Airport ("Airport"), which is in the proximity of the Property; and

WHEREAS, the Property was acquired by the County to ensure that the future uses to which the Property is put are compatible with the operations of the Airport; and

WHEREAS, the Property was purchased by the County using grant funds received from the Federal Aviation Administration ("FAA") and the Florida Department of Transportation ("FDOT") for the benefit of the Airport; and

WHEREAS, the FAA requires the County to protect the aerial approaches to the Airport, to prevent the establishment or creation of airport hazards, and to ensure that the future uses to which the Property is put are compatible with the operations of the Airport; and

WHEREAS, a condition of such funding is that the Property shall not be used for residential purposes or other purposes that are incompatible with the operations of the Airport; and

WHEREAS, the County intends and declares that the Property is, and shall be, held, owned, transferred, sold, conveyed, leased, mortgaged, used, maintained, and improved subject to the covenants, restrictions, easements, and other requirements, as hereinafter set forth; and

WHEREAS, a condition of the conveyance by the County to each "Property Owner" (as hereinafter defined) of the Property, or any portion of the Property, is that such conveyance shall be subject to the covenants, restrictions, and easements and other requirements, as set forth herein,

NOW, THEREFORE, the County declares that the Property shall be held, owned, transferred, sold, conveyed, leased, mortgaged, used, maintained, and improved subject to these covenants, restrictions, and easements, which run in favor of the County, and all other requirements, as hereinafter set forth.

1. The foregoing recitations are true and correct and are hereby incorporated herein by this reference.
2. When used herein, the term "County" shall mean Broward County, Florida, its successors, and assigns. When used herein, the terms "Federal Aviation Administration" and "Florida Department of Transportation" shall include any successor agency thereof. The term "Property Owner" shall mean the person or persons or legal entity or entities holding interests of record to the Property or any portion of the Property. Wherever used herein, the terms "Property Owner" and "County" shall include their heirs, personal representatives, successors, agents, and assigns. Additional words and phrases used herein shall have the meanings as defined in this document, or if not defined herein, shall have their usual and customary meanings.
3. Covenants and Restrictions. The County hereby declares, and each Property Owner acquiring any interest in any portion of the Property agrees through acceptance of such conveyance, that the Property shall be subject to the following covenants and restrictions, which covenants and restrictions shall be covenants and restrictions running with the land:
 - 3.1 As of the effective date of this Declaration, portions or all of the Property may be zoned or have a land use designation for purposes not permitted by this Declaration. Each Property Owner acquiring any interest in any portion of the Property agrees through acceptance of such conveyance that: (i) such Property Owner shall, if necessary, make application with the appropriate governmental authorities to rezone or change the land use designation of the portions of the Property acquired by such Property Owner to a use that is permitted under this Declaration; and (ii) each Property Owner assumes all risk of being able to secure any change of zoning and change of land use of the Property and of meeting any other regulatory and development requirements that may be necessary to permit the Property to be used for permitted purposes allowed under this Declaration. A Property Owner's failure to obtain rezoning or change in land use designation of the Property to a use that is permitted under this Declaration does not give rise to the Property Owner of any claim for an alternative use of the Property beyond that permitted by this Declaration, nor of any claim for damages or compensation of any type.

- 3.2 The Property shall be used solely for nonresidential purposes. The Property may not be used for any residential purpose whatsoever, and such prohibition shall include, but not be limited to, single family housing, multifamily housing, trailer parks, nursing homes, congregate living facilities, apartment units, hotels, motels, and all other residential uses. In addition, the Property may not be used for schools, hospitals, day care centers, or places of worship or public assembly.
- 3.3 The height of all improvements, structures, objects of natural growth, and other obstructions on the Property shall be restricted to a height that is less than the lower of: (i) the height above ground level indicated on the legal description for each Airspace Parcel included in Exhibit 2, attached hereto and made a part hereof, or (ii) the aeronautical surfaces of the Airport as now established, and as may from time to time hereafter be established, by the FAA or any governmental agency that is a successor to the authority of the FAA, including, but not limited to, Federal Aviation Regulation Part 77.
- 3.4 The Property Owner shall prevent any use of the Property that would interfere with or adversely affect the operation of navigational aids as now in existence or as hereafter may be in existence (including, without limitation, runway instrumentation, radar, and communication aids), that would interfere with the maintenance of the Airport, or that would constitute a hazard to the landing and taking off of aircraft at the Airport.
- 3.5 Any use of the Property that would attract birds or animals (including, without limitation, recycling centers, yard fills, refuse dumps, or refuse storage) is prohibited.
- 3.6 The Property shall not be used in any manner that would not be permitted under, or constitute a violation of, any airport zoning ordinance of the County. Furthermore, the Property shall not be used in any manner that would constitute a violation of: (i) any zoning that is applicable to the Property, including, without limitation, height limitations; or (ii) any provision of Chapter 333, Florida Statutes; or (iii) any rules or regulations promulgated pursuant to Chapter 333, Florida Statutes; or (iv) any rules or regulations now in effect or hereafter promulgated that may be imposed by the FAA (or any successor agency) or FDOT (or any successor agency) designating any limitation on the uses of property located in the vicinity of an airport; or (v) any provision of this Declaration.
- 3.7 Lighting shall be installed at the Property in accordance with FAA Advisory Circular 70-7460-1L, and amendments thereto, on all structures that fall within the provisions of said circular. This lighting may include flashing red beacons, steady burning red obstruction lights, or high-intensity obstruction lights.

- 3.8 Any proposed construction on the Property or the use of construction cranes must be reviewed by the FAA, FDOT, and the County, as applicable, to determine if Federal Aviation Regulation Part 77, Chapter 333, Florida Statutes, the zoning ordinances of the County, or any amendment to any of the foregoing, apply.
- 3.9 Prior to any construction or any contemplated use of the Property, an FAA Form 7460-1 (or successor form) must be submitted to the FAA and the Aviation Office of FDOT to determine whether the project is a potential hazard to aviation.
- 3.10 Nondiscrimination.
- 3.10.1 Each Property Owner, by accepting a deed for conveyance of the Property or any portion thereof or otherwise acquiring any interest in the Property or any portion thereof, agrees on behalf of such Property Owner and such Property Owner's heirs, personal representatives, successors in interest, and assigns, as part of the consideration thereof, that: (i) the Property Owner shall not unlawfully discriminate against any person in the exercise of its obligations under this Declaration and all such actions shall be taken without regard to race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation, or any other factor that cannot be lawfully used; and (ii) the Property Owner shall not engage in or commit any discriminatory practice in violation of the Broward County Human Rights Act (Chapter 16½, Broward County Code of Ordinances) in the exercise of its obligations under this Declaration.
- 3.10.2 Each Property Owner, by accepting a deed for conveyance of the Property or any portion thereof or otherwise acquiring any interest in the Property or any portion thereof, agrees, on behalf of such Property Owner and such Property Owner's heirs, personal representatives, successors in interest, and assigns, as part of the consideration thereof, that in the event facilities are constructed, maintained, or otherwise operated on any portion of the Property for a purpose for which a United States Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, each Property Owner shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said regulations may be amended.

3.10.3 Each Property Owner, by accepting a deed for conveyance of the Property or any portion thereof or otherwise acquiring any interest in the Property or any portion thereof, agrees, on behalf of such Property Owner and such Property Owner's heirs, personal representatives, successors in interest, and assigns, as part of the consideration thereof, that: (i) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (ii) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, and (iii) that the Property Owner shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said regulations may be amended.

4. Easements. The County is hereby granted, for itself, its successors, and assigns, for its use and benefit as owner and operator of the Airport, the following permanent, perpetual, and assignable easements over, across, and within the Property and the "Airspace Parcels" (which are legally described in Exhibit 2, attached hereto and made a part hereof), for the uses hereinafter described, together with all tenements, hereditaments, privileges, rights-of-reverter, servitudes, and other rights appurtenant to such easements, and all right, title, and interest in and to any and all streets, roads, highways, easements, drainage rights, rights-of-way, covenants, restrictions, agreements, and riparian rights benefiting the easements hereinafter identified, to have and to hold said easements unto the County, its successors, and assigns, until the Airport shall cease to be used for airport purposes by the County. The parties hereby grant, covenant, and agree as an appurtenance to the foregoing easements, as follows:

4.1 That said easements shall have the purpose of prohibiting intrusions into, encroachments upon, and obstructions within the Airspace Parcels by any building or other structure, by any tree or other vegetation, and by any object, whether natural or artificial, that might now, or in the future, be situated upon the Property, said easements including a continuing and perpetual right in the County to enter upon and pass over the Property for the purpose of removing and to remove any and all encroachments upon, and obstructions within, said Airspace Parcels, whether by structures, vegetation or other object, natural or artificial, that exist, or may in the future exist, in or upon said Property, including with respect to trees or other vegetation that do or may encroach upon, intrude into, or obstruct said Airspace Parcels, the absolute right to cut down to ground level and remove root systems beneath the ground of any such tree or other vegetation, and

including a continuing right in the County to prohibit and prevent the future construction or erection of any building, structure, or object, and the planting, cultivation, or growth of any tree or other vegetation, upon said Property that does or may in the future encroach upon, obstruct, or cause intrusion into said Airspace Parcels. Notwithstanding the foregoing, the County will give any affected Property Owner no less than two (2) weeks' notice by regular mail, at the address for the portion of the Property held by such affected Property Owner, or other address of record for the Property Owner, prior to exercising its rights hereunder, unless an emergency condition or a condition that represents an imminent health, welfare, or safety issue shall exist, in which event written notice will be given to the Property Owner as soon after said entry as is practicable.

- 4.2 That said easements shall also include (i) a prohibition against, and a continuing obligation of the Property Owner to prevent the placement of any device or structure and to prevent any conduct or activity upon the Property which will or might interfere with the safe operation of any aircraft operating in or around the Airport including, without limitation, any device or structure which emits, or may cause to be emitted, radio or other invisible waves or signals or lights which will, or might, interfere with the safe operation of any aircraft operating in or around the Airport, and (ii) a continuing and perpetual public right of free, unrestricted, and unobstructed flight, passage, operation, and navigation by aircraft of any and all kinds, construction, size, and character existing now or in the future in the airspace above the surface of the Property, together with the right to commit such intrusions upon and against the airspace and upon and against the Property as are appurtenant to the flight of aircraft (now known or hereafter developed) over the Property and the taking off and landing of any such aircraft at the Airport. The Property Owner shall have no right to damages on account of noise, vibrations, aircraft lights, fumes, dust, fuel particles, and other fallout and effects, or any other effects, activities, or incidents resulting from any aircraft flying over the Property, or from the operation of aircraft landing or taking off or operating from the Airport, or resulting from any use of the Airport whatsoever that is consistent with the maximum theoretical use of the existing runways at the Airport as they may be expanded or reconfigured in the future, and Property Owner does hereby release the County, its commissioners, officers, agents, servants, employees, successors, and assigns, of and from any and all claims, demands, debts, liabilities, or causes of action of every kind or nature which Property Owner now has, has ever had, or may hereafter have, including, but not limited to, damages to the Property due to any of the afore-described effects, activities, and incidents.
- 4.3 The common law merger doctrine, which states that the servient tract and the dominant tract may not come under single ownership characterized by a substantial unity of title, shall not be used to extinguish the above-

mentioned easements for the period of time when both tracts are owned by the County.

5. The covenants, restrictions, easements, servitudes, rights, and privileges granted, made, and conveyed in this Declaration shall run with the land (collectively "covenants, restrictions, and easements"). For the purposes of this instrument, the Property and all portions thereof shall be the servient tenement and the Airport shall be the dominant tenement. These covenants, restrictions, and easements shall be binding on all persons and entities acquiring title to or use of the Property, or any portion thereof, or any interest whatsoever therein, and all persons and entities claiming under them, including, without limitation, their heirs, personal representatives, successors, and assigns, until that date which occurs ninety-nine (99) years following the date of execution of this Declaration by the Broward County Board of County Commissioners ("Termination Date"). On the Termination Date, these covenants, restrictions, and easements shall automatically renew for successive twenty (20) year periods unless the County shall have ceased to operate the Airport as a public airport.
6. The County is the beneficiary of these covenants, restrictions, and easements, and as such, the County may enforce these covenants, restrictions, and easements by action at law or in equity, including, without limitation, a decree of specific performance or mandatory or prohibitory injunction, against any person or persons, entity or entities, violating or attempting to violate the terms of these covenants, restrictions, and easements. If a Property Owner fails to abide by the covenants, restrictions, and easements contained herein after written notice by the County, such Property Owner shall be liable for the reasonable attorneys' fees and costs of the County in enforcing the covenants, restrictions, and easements contained herein.
7. A failure of the County to enforce any of these covenants, restrictions, and easements shall not be deemed a waiver of the right to do so thereafter. No waiver, modification, or termination of this instrument shall be effective unless contained in a written document executed in the manner required by Paragraph 8. Any waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver. If any covenant, restriction, easement, condition, or provision contained in this document is held to be invalid by any court of competent jurisdiction, such invalidity shall not affect the validity of any other covenant, restriction, easement, condition, or provision herein contained, all of which shall remain in full force and effect. This document shall be construed in accordance with the laws of Florida and venue shall be Broward County, Florida.
8. If a Property Owner desires to use the Property or any portion thereof, for any use other than those permitted hereby, or desires to modify or terminate any of these covenants, restrictions, and easements, such Property Owner shall be required to do the following: any such Property Owner must apply to the County for an

amendment of, or termination of, these covenants, restrictions, and easements as to the Property or specified portion of the Property. It shall be the sole discretion of the Broward County Board of County Commissioners as to whether to modify or terminate any of these covenants, restrictions, and easements as to any portion of the Property, since each Property Owner accepted these covenants, restrictions, and easements as a condition of the conveyance of the Property or a portion thereof to the Property Owner. Any such amendment or termination must be executed by the Board of County Commissioners of Broward County, Florida, and shall apply only to such portion of the Property that is specifically referenced in the amendment or termination.

9. This Declaration shall become effective ("Effective Date") upon recordation in the Public Records of Broward County, Florida. On the Effective Date, that certain Declaration of Covenants, Restrictions, and Easements recorded in Official Records Book _____ Page _____, of the Public Records of Broward County, Florida, is hereby replaced in its entirety as to the Property by this Declaration.
10. Immediately upon its acquisition of the Property or any portion thereof, all future Property Owners must rerecord this Declaration in the Public Records of Broward County, Florida, against the acquired Property or the portion thereof.

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