

Item # 4

Replacement Exhibits 1 & 3

ADDITIONAL MATERIAL

Regular Meeting

JANUARY 8, 2019

SUBMITTED AT THE REQUEST OF

OFFICE of the COUNTY

ATTORNEY

RESOLUTION NO. 2019-

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF BROWARD COUNTY, FLORIDA, APPROVING AND AUTHORIZING THE CONVEYANCE OF CERTAIN REAL PROPERTY TO BROWARD PARTNERSHIP FOR THE HOMELESS, INC., PURSUANT TO SECTION 125.38, FLORIDA STATUTES; DETERMINING THAT THE PROPERTY IS NOT NEEDED FOR COUNTY PURPOSES; DETERMINING THAT THE USE STATED HEREIN PROMOTES THE PUBLIC OR COMMUNITY INTEREST AND WELFARE; AUTHORIZING THE EXECUTION OF A QUITCLAIM DEED; ACCEPTING A PARKING AND ACCESS EASEMENT; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, Broward County ("County") owns certain real property more particularly described in Exhibit A attached hereto and made a part hereof ("Property");

WHEREAS, Section 125.38, Florida Statutes, states that if a "not for profit which may be organized for the purposes of promoting community interest and welfare, should desire any real or personal property owned by any county . . . then the organization . . . may apply to the board of county commissioners for conveyance or lease of such property" and "[s]uch board, if satisfied that such property is required for such use and is not needed for county purposes, may thereupon convey or lease the same at private sale to the applicant";

WHEREAS, Broward Partnership for the Homeless, Inc. ("BPHI"), a not-for-profit corporation, has made an application to purchase the Property for the purposes of providing permanent supportive housing for formerly homeless persons and rental housing for individuals, all of whom must earn no more than sixty percent (60%) of the area median income, and has agreed to execute the Declaration of Covenants and Restrictions attached as Exhibit B; and

1 WHEREAS, BPHI will grant to County an easement on the Property for parking
2 and access, attached as Exhibit C ("Parking and Access Easement"),
3 NOW, THEREFORE,
4

5 BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF
6 BROWARD COUNTY, FLORIDA:
7

8 Section 1. The recitals set forth in the preamble to this Resolution are true,
9 accurate, and deemed incorporated by reference herein as though set forth in full
10 hereunder.

11 Section 2. The Broward County Board of County Commissioners (the "Board")
12 finds that BPHI's proposed use of the Property to provide permanent supportive housing
13 for formerly homeless persons and rental housing for individuals earning up to sixty
14 percent (60%) of the area median income promotes the public or community interest
15 and welfare.

16 Section 3. The Property is not needed for County purposes and is required for
17 the use proposed by BPHI.

18 Section 4. The Board authorizes the conveyance of the Property to BPHI for
19 the sum of One Dollar (\$1.00), subject to the execution by BPHI of the Declaration of
20 Covenants and Restrictions.

21 Section 5. The Board authorizes the Mayor or Vice-Mayor of the Board to
22 execute the Quitclaim Deed in the form attached hereto as Exhibit D, and the County
23 Administrator to attest to the execution.
24

1 Section 6. The Board accepts the Parking and Access Easement attached
2 hereto as Exhibit C.

3 Section 7. Severability.

4 If any portion of this Resolution is determined by any court to be invalid, the
5 invalid portion will be stricken, and such striking will not affect the validity of the
6 remainder of this Resolution. If any court determines that this Resolution, in whole or in
7 part, cannot be legally applied to any individual, group, entity, property, or circumstance,
8 such determination will not affect the applicability of this Resolution to any other
9 individual, group, entity, property, or circumstance.

10 Section 8. Effective Date.

11 This Resolution is effective upon adoption.

12
13 ADOPTED this day of , 2019.

14
15 Approved as to form and legal sufficiency:
16 Andrew J. Meyers, County Attorney

17
18 By /s/ Annika E. Ashton 12/27/18
19 Annika E. Ashton (date)
20 Senior Assistant County Attorney

21
22
23 AEA/mdw
12/27/18
24 BPHI Central HAC Reso
376747

LEGAL DESCRIPTION:

ALL OF LOTS 19 THROUGH 23, OF BLOCK 204, OF PROGRESSO, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 18 OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA.

TOGETHER WITH:
LOTS 26 THROUGH 30, OF SAID BLOCK 204, OF PROGRESSO, LESS THE WEST 15 FEET THEREOF;

TOGETHER WITH:
LOT 24, OF SAID BLOCK 204, OF PROGRESSO, LESS THE SOUTH 5 FEET;

TOGETHER WITH:
LOT 25, OF SAID BLOCK 204, OF PROGRESSO, LESS THE SOUTH 5 FEET AND THE WEST 15 FEET THEREOF;

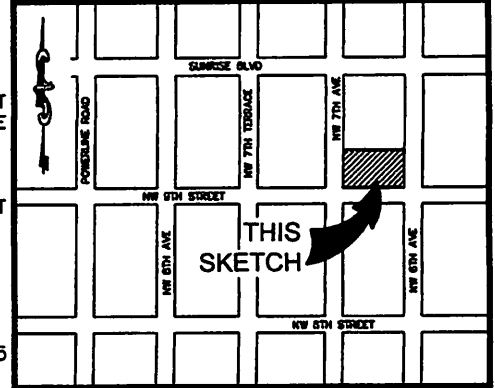
TOGETHER WITH:
THE SOUTH 15 FEET OF LOTS 18, OF SAID BLOCK 204, OF PROGRESSO;

TOGETHER WITH:
THE SOUTH 15 FEET OF LOTS 31, OF SAID BLOCK 204, OF PROGRESSO, LESS THE WEST 15 FEET THEREOF;

TOGETHER WITH:
THE 7.5 FOOT PLAT RESERVATION ALONG THE REAR OF ALL OF SAID LOTS FOR ALLEY PURPOSES;

LESS THAT PORTION OF ADDITIONAL RIGHT OF WAY AS DESCRIBED IN, OFFICIAL RECORD BOOK 28819, PAGE 1096 THROUGH 1098, OF THE PUBLIC RECORDS OF BROWARD COUNTY FLORIDA.

SAID LANDS LYING IN THE CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA AND CONTAINING 40,488 SQUARE FEET (0.929 ACRES), MORE OR LESS.



LOCATION MAP:
NOT TO SCALE

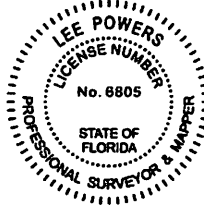
SURVEY NOTES:

1. THE LEGAL DESCRIPTION SHOWN HEREON WAS PREPARED BY THE SURVEYOR.
2. KEITH AND ASSOCIATES, INC. CERTIFICATE OF AUTHORIZATION NUMBER IS L.B.#6860.
3. THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OR AN ENCRYPTED DIGITAL SIGNATURE OF A FLORIDA PROFESSIONAL SURVEYOR AND MAPPER.
4. IT IS A VIOLATION OF THE STANDARDS OF PRACTICE PURSUANT TO RULE 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE TO ALTER THIS SURVEY WITHOUT THE EXPRESS PRIOR WRITTEN CONSENT OF THE SURVEYOR. ADDITIONS AND/OR DELETIONS MADE TO THE FACE OF THIS SURVEY WILL MAKE THIS SURVEY INVALID.
5. THIS SKETCH AND DESCRIPTION DOES NOT CONSTITUTE A BOUNDARY SURVEY.
6. BEARINGS SHOWN HEREON ARE BASED ON AN ASSUMED BEARING OF SOUTH 87°51'37" WEST ALONG THE SOUTH LINE OF BLOCK 204, PROGRESSO, AS RECORDED IN PLAT BOOK 2, ON PAGE 18, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.
7. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS OF WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
8. THE INTENDED DISPLAY SCALE FOR THIS SKETCH IS 1"=50' OR SMALLER.

CERTIFICATION:

I HEREBY CERTIFY THAT THE ATTACHED SKETCH & DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS DEPICTED TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THE INFORMATION AS WRITTEN UNDER MY DIRECTION ON MAY 9, 2018 MEETS THE STANDARDS OF PRACTICE PURSUANT TO RULE 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE AS APPLICABLE TO SECTION 472.027, FLORIDA STATUTES, SUBJECT TO THE QUALIFICATIONS NOTED HEREON.

KEITH & ASSOCIATES, INC.
CONSULTING ENGINEERS



Digitally signed
by Lee Powers
Date: 2018.12.27
16:02:18 -05'00'

LEE POWERS
PROFESSIONAL SURVEYOR AND MAPPER
REGISTRATION No. 6805
STATE OF FLORIDA

SKETCH & DESCRIPTION

A PORTION OF LOTS 18 THRU 31,
BLOCK 204, PROGRESSO, PLAT
BOOK 2, PAGE 18, DADE COUNTY
RECORDS

FORT LAUDERDALE, BROWARD COUNTY, FLORIDA

KEITH
ASSOCIATES, INC.
consulting engineers
301 EAST ATLANTIC BOULEVARD
POMPANO BEACH, FLORIDA 33060-6643
(954) 788-3400 FAX (954) 788-3500
EMAIL: mail@keith-associates.com LB NO. 6860

SHEET 1 OF 2

DRAWING NO. 07023MD SKETCH & DESCRIPTION 01.DWG

DATE 5/9/18

SCALE N/A

FIELD BK. N/A

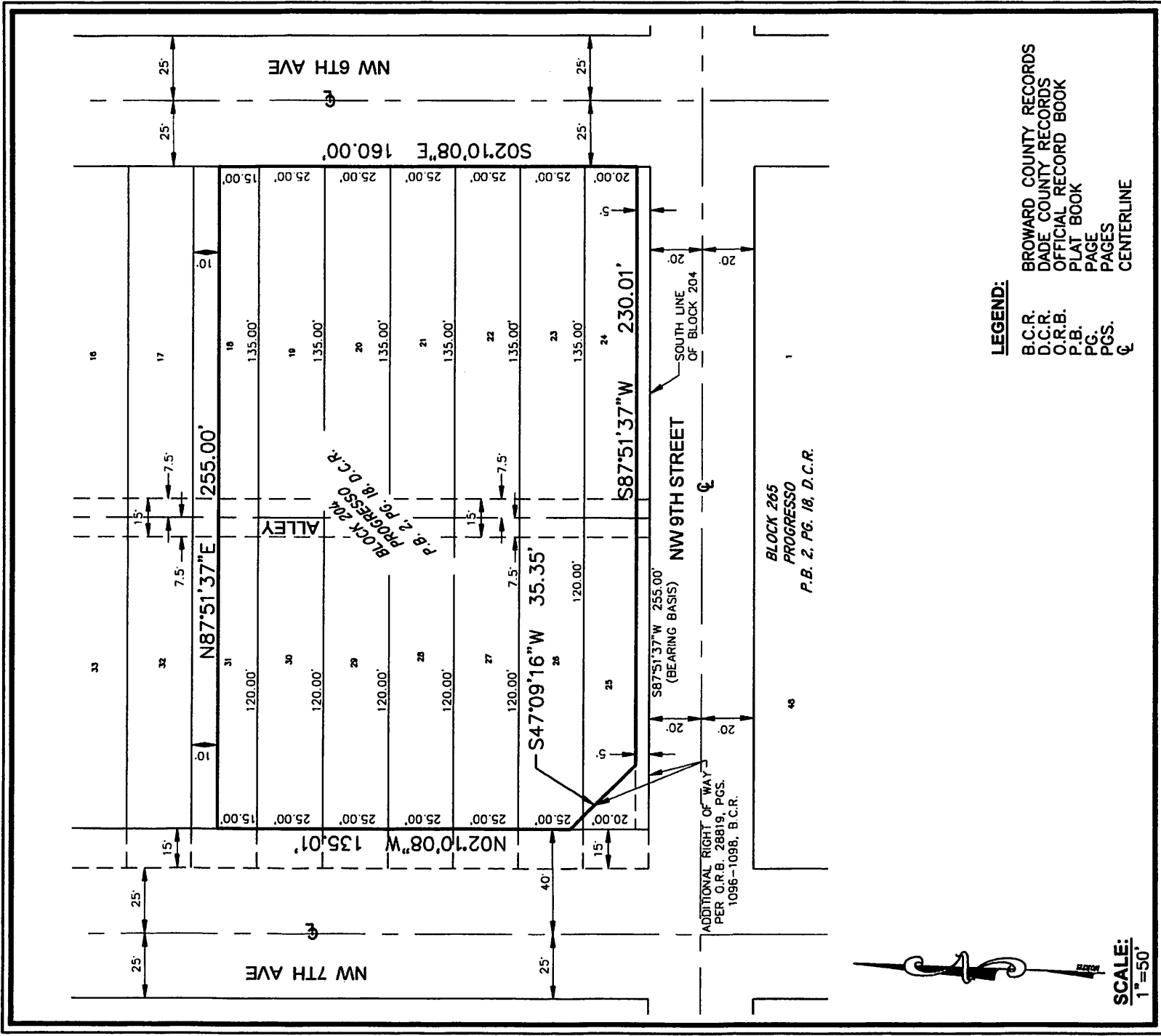
DWNG. BY DB

CHK. BY LP

DATE REVISIONS

09/12/18 REVISED BOUNDARY

12/27/18 COUNTY COMMENTS



SKETCH & DESCRIPTION

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 BOOK 2, PAGE 18, DADE COUNTY
 RECORDS

FORT LAUDERDALE, BROWARD COUNTY, FLORIDA

KEITH
 CONSULTING ENGINEERS
 301 EAST ATLANTIC BOULEVARD
 POMPANO BEACH, FLORIDA 33060-6643
 (954) 788-3400 FAX (954) 788-3500
 EMAIL: mat@keith-associates.com LB NO. 6860

SHEET 2 OF 2
 DRAWING NO. 0108180 SKETCH & DESCRIPTION 01.DWG

DATE 5/9/18
 SCALE 1" = 50'
 FIELD BK. N/A
 DRAWING BY DB
 CHK. BY LP

DATE	REVISIONS
09/12/18	REVISED BOUNDARY
12/27/18	COUNTY COMMENTS

LEGEND:
 B.C.R. BROWARD COUNTY RECORDS
 D.C.R. DADE COUNTY RECORDS
 O.R.B. OFFICIAL RECORD BOOK
 P.B. PLAT BOOK
 PGS. PAGE
 PGS. PAGES
 CENTERLINE

EXHIBIT B

Record and return to:
Broward County Real Property Section
115 South Andrews Avenue, Room 513
Fort Lauderdale, Florida 33301

Prepared by:
Annika E. Ashton, Esq.
Office of the County Attorney
Broward County, Florida
115 South Andrews Avenue, Room 423
Fort Lauderdale, Florida 33301

DECLARATION OF COVENANTS AND RESTRICTIONS

This Declaration of Covenants and Restrictions ("Declaration") is made this ____ day of _____, _____, by Broward Partnership for the Homeless, Inc., a Florida not-for-profit corporation, and its successors and assigns ("Owner").

WITNESSETH:

- A. Owner is the fee title owner of the parcel of real property located in Broward County, Florida, as described on Exhibit A, attached hereto and made a part hereof ("Property").
- B. The Property was conveyed to Owner by Broward County, a political subdivision of the State of Florida ("County"), for nominal consideration subject to the covenants, restrictions, and other requirements as set forth in this Declaration.
- C. Owner and the County desire to ensure that the Property is and shall be held, transferred, sold, conveyed, leased, mortgaged, used, and improved subject to certain covenants, restrictions, and other requirements, as set forth in this Declaration.

NOW, THEREFORE, the Owner declares that the Property and any portion thereof shall be held, transferred, sold, conveyed, leased, mortgaged, used, and improved only subject to these covenants and restrictions, which run in favor of County, and other requirements, all as set forth in this Declaration.

- 1. The foregoing recitations are true and correct and are hereby incorporated herein by this reference.
- 2. Restrictive Covenants. The Property shall be used solely for the purpose of providing permanent supportive housing for formerly homeless persons and rental housing for individuals, all of whom must earn no more than sixty percent (60%) of the area median income ("AMI").

3. County is the beneficiary of these covenants and restrictions and, as such, County may enforce these covenants and restrictions by action at law or in equity, including, without limitation, a decree of specific performance or mandatory or prohibitory injunction, against any person or entity violating or attempting to violate the terms of these covenants and restrictions. In any enforcement action in which the County prevails, County shall be entitled to recover reasonable attorney's fees and costs in the trial and appellate courts. Any forbearance on behalf of the County to exercise its rights in the event of the failure of Owner to comply with the provisions of this Declaration shall not be deemed or construed to be a waiver of the County's rights hereunder in the event of any subsequent failure of the Declarant to comply. In addition, County shall have the right to audit Owner's books and records related to the Property to ensure Owner's use of the Property complies with this Declaration.
4. No waiver, modification, or termination of this Declaration shall be effective unless contained in a written document executed in the manner required by Paragraph 5. Any waiver shall be applicable only to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver. If any covenant, restriction, 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, 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 for any dispute over its terms shall be Broward County, Florida.
5. If 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 and restrictions, Owner may apply to County for an amendment or termination of these covenants and restrictions as to the particular affected portion of the Property. It shall be within the sole discretion of the Broward County Board of County Commissioners (the "Board") whether to modify or terminate these covenants and restrictions as to any portion of the Property, because Owner accepted these covenants and restrictions as a condition of the conveyance of the Property as an inducement to County to convey title. Any such amendment or termination shall be approved by the Board and apply only to such portion of the Property that is specifically referenced in the amendment or termination.
6. Owner shall record this Declaration in the Public Records of Broward County, Florida.
7. This Declaration is effective upon recordation in the Public Records of Broward County, Florida.

DECLARATION OF COVENANTS AND RESTRICTIONS

IN WITNESS WHEREOF, this DECLARATION OF COVENANTS AND RESTRICTIONS is executed by Broward Partnership for the Homeless, Inc., signing by and through its _____, authorized to execute same on the _____ day of _____, 20_____.

OWNER

Broward Partnership for the Homeless, Inc.

By: _____

Print Name: _____

Title: _____

_____ day of _____, 20_____.

STATE OF FLORIDA)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this ____ day of _____, _____, by _____, as _____ of Broward Partnership for the Homeless, Inc., who is personally known to me or who has produced _____ as identification.

NOTARY PUBLIC:

(SEAL)

Signature: _____

Print Name: _____

My Commission Expires: _____

Commission Number: _____

LEGAL DESCRIPTION:

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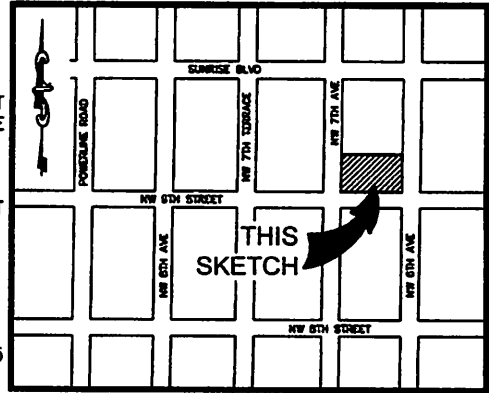
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SAID LANDS LYING IN THE CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA AND CONTAINING 40,488 SQUARE FEET (0.929 ACRES), MORE OR LESS.



LOCATION MAP:
NOT TO SCALE

SURVEY NOTES:

1. THE LEGAL DESCRIPTION SHOWN HEREON WAS PREPARED BY THE SURVEYOR.
2. KEITH AND ASSOCIATES, INC. CERTIFICATE OF AUTHORIZATION NUMBER IS L.B.#6860.
3. THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OR AN ENCRYPTED DIGITAL SIGNATURE OF A FLORIDA PROFESSIONAL SURVEYOR AND MAPPER.
4. IT IS A VIOLATION OF THE STANDARDS OF PRACTICE PURSUANT TO RULE 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE TO ALTER THIS SURVEY WITHOUT THE EXPRESS PRIOR WRITTEN CONSENT OF THE SURVEYOR. ADDITIONS AND/OR DELETIONS MADE TO THE FACE OF THIS SURVEY WILL MAKE THIS SURVEY INVALID.
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KEITH & ASSOCIATES, INC.
CONSULTING ENGINEERS



Digitally signed
by Lee Powers
Date: 2018.12.27
16:02:18 -05'00'

LEE POWERS
PROFESSIONAL SURVEYOR AND MAPPER
REGISTRATION No. 6805
STATE OF FLORIDA

SKETCH & DESCRIPTION

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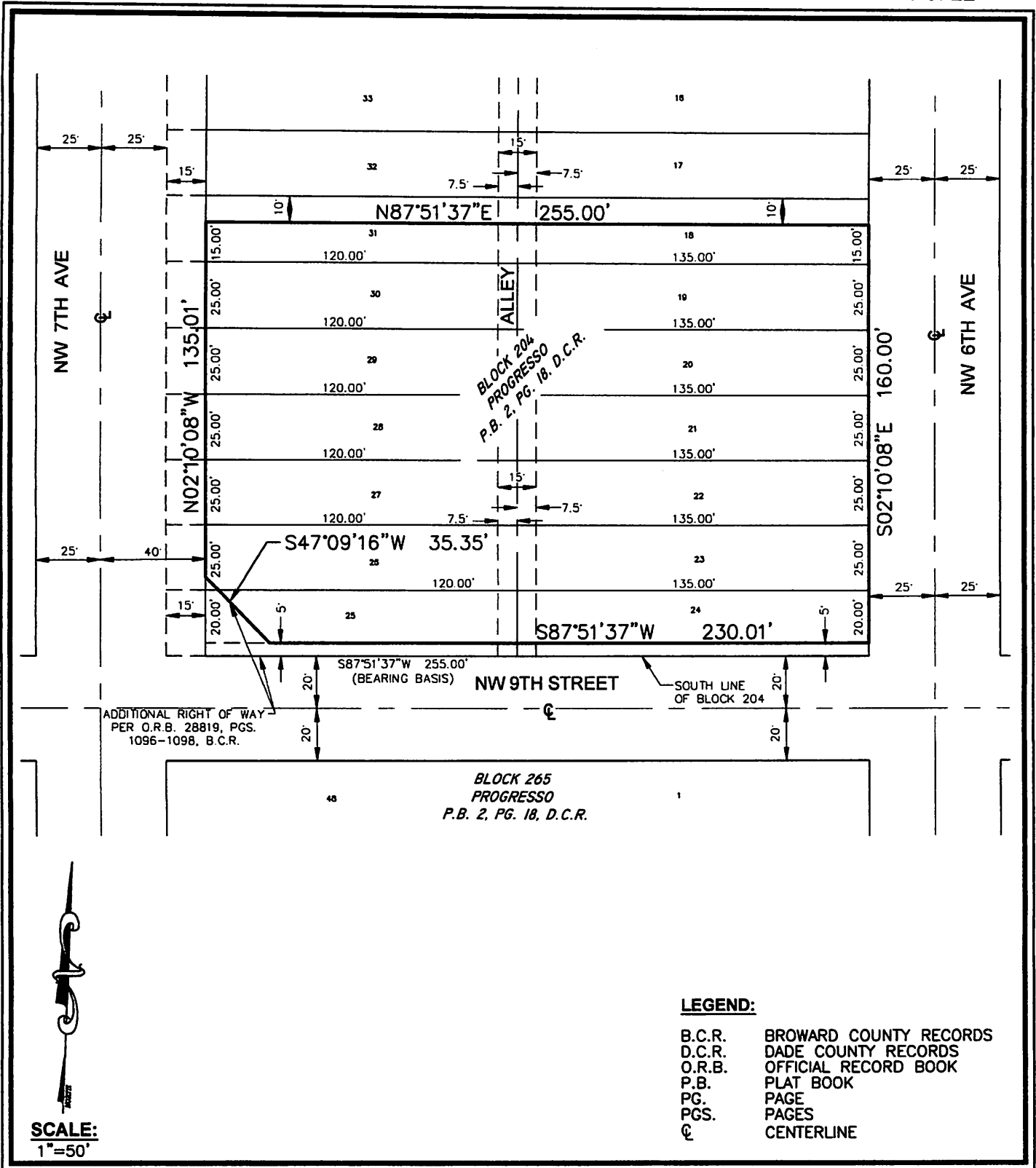
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POMPANO BEACH, FLORIDA 33060-6643
(954) 788-3400 FAX (954) 788-3500
EMAIL: ma3@keith-associates.com LB NO. 6860

SHEET 1 OF 2
DRAWING NO. 07699.MD SKETCH & DESCRIPTION 01.DWG

DATE 5/9/18
SCALE N/A
FIELD BK. N/A
DWNG. BY DB
CHK. BY LP

DATE	REVISIONS
09/12/18	REVISED BOUNDARY
12/27/18	COUNTY COMMENTS



LEGEND:

- B.C.R. BROWARD COUNTY RECORDS
- D.C.R. DADE COUNTY RECORDS
- O.R.B. OFFICIAL RECORD BOOK
- P.B. PLAT BOOK
- PG. PAGE
- PGS. PAGES
- Ⓢ CENTERLINE

SCALE:
1"=50'

SKETCH & DESCRIPTION

A PORTION OF LOTS 18 THRU 31,
BLOCK 204, PROGRESSO, PLAT
BOOK 2, PAGE 18, DADE COUNTY
RECORDS

FORT LAUDERDALE, BROWARD COUNTY, FLORIDA

KEITH
ASSOCIATES, INC.

consulting engineers
301 EAST ATLANTIC BOULEVARD
POMPAHO BEACH, FLORIDA 33060-6643
(954) 788-3400 FAX (954) 788-3500
EMAIL: mail@keith-associates.com LB NO. 6860

SHEET 2 OF 2

DRAWING NO. 070810 SKETCH & DESCRIPTION 01.DWG

DATE 5/9/18

SCALE 1"=50'

FIELD BK. N/A

DWG. BY DB

CHK. BY LP

DATE	REVISIONS
09/12/18	REVISED BOUNDARY
12/27/18	COUNTY COMMENTS

EXHIBIT C

Record and return to:
Broward County Real Property Section
115 South Andrews Avenue, Room 513
Fort Lauderdale, Florida 33301

Prepared by:
Annika E. Ashton, Esq.
Office of the County Attorney
Broward County, Florida
115 South Andrews Avenue, Room 423
Fort Lauderdale, Florida 33301

PARKING AND ACCESS EASEMENT AGREEMENT

This Parking and Access Easement Agreement is given this 31 day of December, 2018, by Broward Partnership for the Homeless, Inc., a Florida not-for-profit corporation ("Grantor"), whose address is 920 Northwest Seventh Avenue, Fort Lauderdale, Florida 33311, to Broward County, a political subdivision of the State of Florida ("Grantee"), whose address is 115 South Andrews Avenue, Fort Lauderdale, Florida 33301. Wherever used herein the terms, "Grantor" and "Grantee" shall include singular and plural, heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations wherever the context so admits or requires.

RECITALS

- A. Pursuant to that certain quitclaim deed recorded simultaneously herewith, Grantee transferred to Grantor in fee simple the following described property situated, lying, and being in Broward County, Florida:

See Exhibit A with accompanying sketch of description attached hereto and made a part hereof ("Easement Area").

- B. Grantee is the fee simple owner of the following described property adjacent to the Easement Area, which property is situated, lying, and being in Broward County, Florida:

See Exhibit B with accompanying sketch of description attached hereto and made a part hereof ("Benefited Parcel").

- C. Grantor desires to provide to Grantee a perpetual easement on, over, under, across, and through the Easement Area for parking and access in order to ensure the Benefited Parcel has sufficient vehicular parking.

GRANT OF EASEMENT

NOW, THEREFORE, in consideration of the mutual terms contained herein, the sum of ten dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

1. Grantor hereby grants to Grantee a perpetual, nonexclusive easement on, over, under, across, and through the Easement Area for access and vehicular parking ("Easement").
2. The Easement shall be subject to the following terms, conditions, and covenants:
 - a. The grant of the Easement, as described herein, shall be limited to (i) vehicular and pedestrian ingress and egress to and from the Benefited Parcel by Grantee, its employees, officers, agents, contractors, tenants, subtenants, licensees, invitees, customers, or visitors and (ii) utilization of 54 parking spaces required by the City of Fort Lauderdale to serve the existing homeless assistance center located on the Benefited Parcel (the "54 Parking Spaces").
 - b. Grantee shall not use the Easement in a manner that unreasonably interferes with the use of the Easement Area by Grantor, its employees, officers, agents, contractors, tenants, subtenants, licensees, invitees, customers, or visitors.
 - c. Grantor retains the right to engage in any activities on, over, under, across, or through the Easement Area and shall, for its own purposes, utilize the Easement Area in any manner that does not unreasonably interfere with the Easement, including the construction of a multifamily development upon the Easement Area (the "Residences").
3. Grantee by accepting this Easement acknowledges that Grantor intends to construct the "Residences," and the 54 Parking Spaces may be incorporated into structured parking constructed for the Residences and further, that during construction of the Residences, the 54 Parking Spaces will be temporarily provided by Grantor at a location within 700 feet of the Easement Area.

OWNER

Broward Partnership for the Homeless, Inc.

ATTEST:

By: *Doodie Keith-Lazowick*

Secretary

Print Name: DOODIE KEITH-LAZOWICK
Title: PRESIDENT

31 day of DECEMBER, 2018.

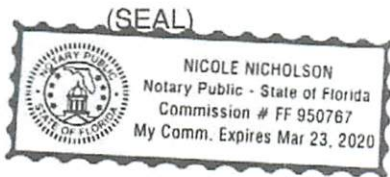
(SEAL)

STATE OF FLORIDA)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 31 day of December, 2018, by Doodie Keith-Lazowick, as President of Broward Partnership for the Homeless, Inc., who is personally known to me or who has produced _____ as identification.

NOTARY PUBLIC:

Signature: *Nicole Nicholson*
Print Name: Nicole Nicholson
My Commission Expires: 3/23/2020
Commission Number: FF950767



REF: Approved BCC _____ Item No: _____
Return to BC Real Property Section

AEA/mdw
Broward Partnership for the Homeless, Inc. Parking and Access Easement Agreement
12/27/18
#367746

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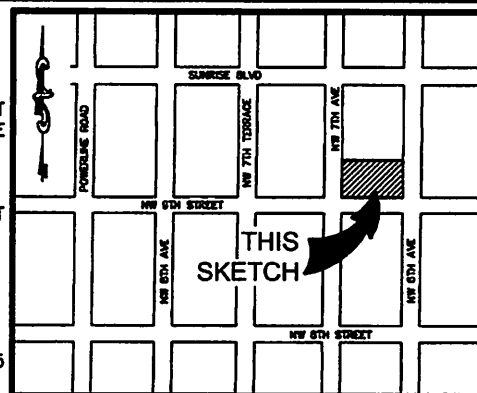
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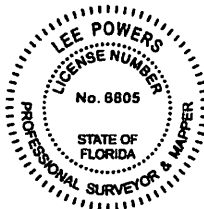
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3. THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OR AN ENCRYPTED DIGITAL SIGNATURE OF A FLORIDA PROFESSIONAL SURVEYOR AND MAPPER.
4. IT IS A VIOLATION OF THE STANDARDS OF PRACTICE PURSUANT TO RULE 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE TO ALTER THIS SURVEY WITHOUT THE EXPRESS PRIOR WRITTEN CONSENT OF THE SURVEYOR. ADDITIONS AND/OR DELETIONS MADE TO THE FACE OF THIS SURVEY WILL MAKE THIS SURVEY INVALID.
5. THIS SKETCH AND DESCRIPTION DOES NOT CONSTITUTE A BOUNDARY SURVEY.
6. BEARINGS SHOWN HEREON ARE BASED ON AN ASSUMED BEARING OF SOUTH 87°51'37" WEST ALONG THE SOUTH LINE OF BLOCK 204, PROGRESSO, AS RECORDED IN PLAT BOOK 2, ON PAGE 18, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.
7. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS OF WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
8. THE INTENDED DISPLAY SCALE FOR THIS SKETCH IS 1"=50' OR SMALLER.

CERTIFICATION:

I HEREBY CERTIFY THAT THE ATTACHED SKETCH & DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS DEPICTED TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THE INFORMATION AS WRITTEN UNDER MY DIRECTION ON MAY 9, 2018 MEETS THE STANDARDS OF PRACTICE PURSUANT TO RULE 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE AS APPLICABLE TO SECTION 472.027, FLORIDA STATUTES, SUBJECT TO THE QUALIFICATIONS NOTED HEREON.

KEITH & ASSOCIATES, INC.
CONSULTING ENGINEERS



Digitally signed
by Lee Powers
Date: 2018.12.27
16:02:18 -05'00'

LEE POWERS
PROFESSIONAL SURVEYOR AND MAPPER
REGISTRATION No. 6805
STATE OF FLORIDA

SKETCH & DESCRIPTION

A PORTION OF LOTS 18 THRU 31,
BLOCK 204, PROGRESSO, PLAT
BOOK 2, PAGE 18, DADE COUNTY
RECORDS

FORT LAUDERDALE, BROWARD COUNTY, FLORIDA

KEITH
ASSOCIATES, INC.
consulting engineers
301 EAST ATLANTIC BOULEVARD
POMPANO BEACH, FLORIDA 33060-6643
(954) 788-3400 FAX (954) 788-3500
EMAIL: mail@keith-associates.com LB NO. 6860

SHEET 1 OF 2

DRAWING NO. 01699.MD SKETCH & DESCRIPTION 01.DWG

DATE 5/9/18

SCALE N/A

FIELD BK. N/A

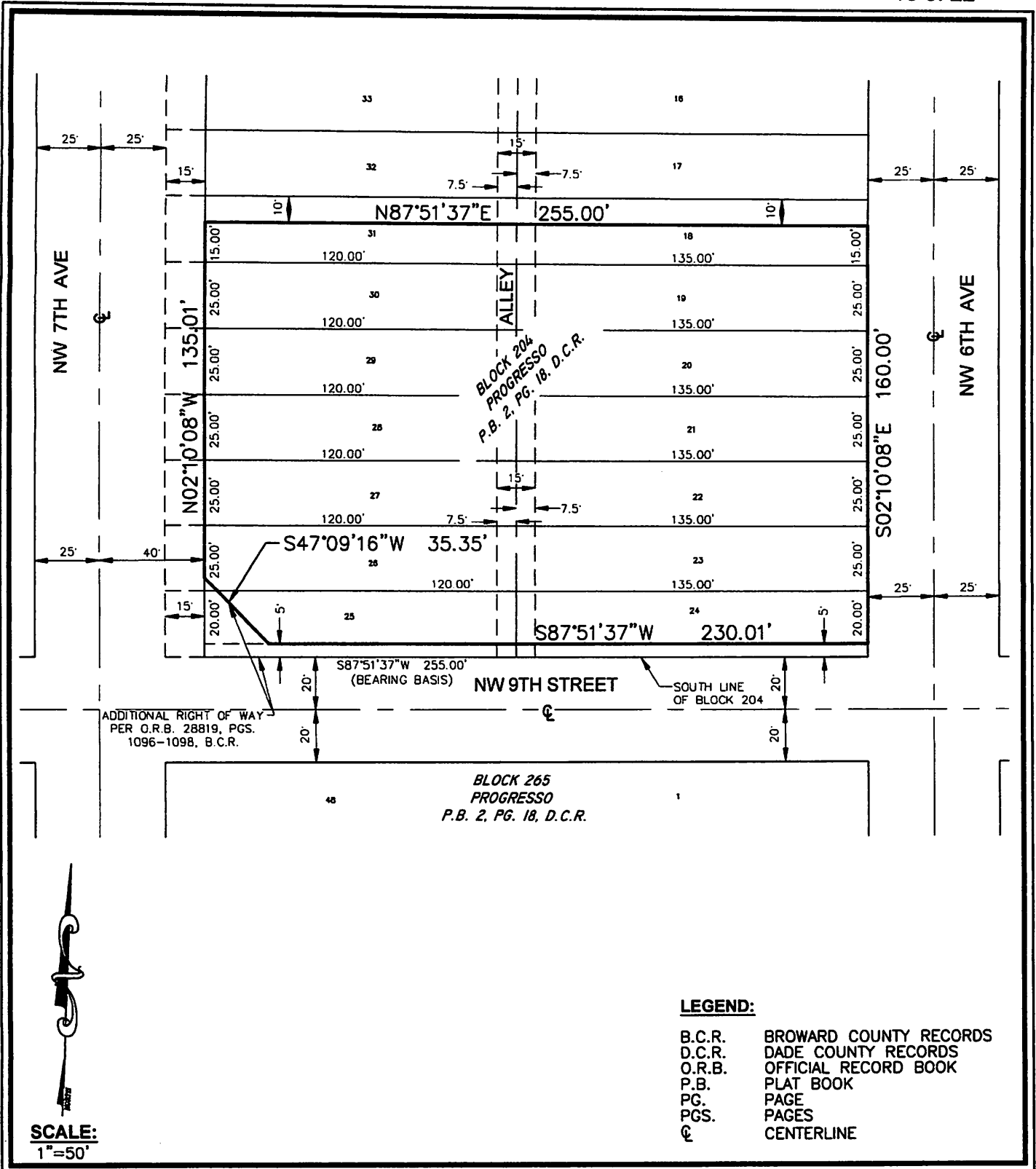
DWNG. BY DB

CHK. BY LP

DATE REVISIONS

09/12/18 REVISED BOUNDARY

12/27/18 COUNTY COMMENTS



LEGEND:

- B.C.R. BROWARD COUNTY RECORDS
- D.C.R. DADE COUNTY RECORDS
- O.R.B. OFFICIAL RECORD BOOK
- P.B. PLAT BOOK
- PG. PAGE
- PGS. PAGES
- Ⓢ CENTERLINE

SKETCH & DESCRIPTION

A PORTION OF LOTS 18 THRU 31,
BLOCK 204, PROGRESSO, PLAT
BOOK 2, PAGE 18, DADE COUNTY
RECORDS

FORT LAUDERDALE, BROWARD COUNTY, FLORIDA

KEITH ASSOCIATES, INC.
consulting engineers
301 EAST ATLANTIC BOULEVARD
POMPANO BEACH, FLORIDA 33060-6643
(954) 788-3400 FAX (954) 788-3500
EMAIL: mail@keith-associates.com LB NO. 6860

SHEET 2 OF 2

DRAWING NO. 07028.MO SKETCH & DESCRIPTION 01.DWG

DATE 5/9/18

SCALE 1"=50'

FIELD BK. N/A

DWG. BY DB

CHK. BY LP

DATE	REVISIONS
09/12/18	REVISED BOUNDARY
12/27/18	COUNTY COMMENTS

LEGAL DESCRIPTION:

ALL OF PARCEL "A" OF A RESUBDIVISION OF LOTS 1, THROUGH 15, INCLUSIVE, AND LOTS 35, THROUGH 48, INCLUSIVE, BLOCK 204, PROGRESSO, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 58, PAGE 47, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA. LESS AND EXCEPT THAT PORTION OF ADDITIONAL RIGHT-OF-WAY AS DESCRIBED IN OFFICIAL RECORD BOOK 28819, PAGES 1096 THROUGH 1098, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

TOGETHER WITH:

LOTS 16 AND 17, OF BLOCK 204, PROGRESSO, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGE 18, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA.

TOGETHER WITH:

LOTS 32 THROUGH 34, OF SAID BLOCK 204 OF PROGRESSO, LESS THE WEST 15 FEET THEREOF;

TOGETHER WITH:

THE NORTH 10 FEET OF LOT 18, OF SAID BLOCK 204 OF PROGRESSO;

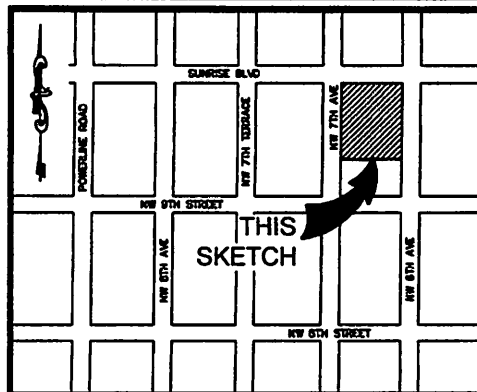
TOGETHER WITH:

THE NORTH 10 FEET OF LOT 31, OF SAID BLOCK 204 OF PROGRESSO, LESS THE WEST 15 FEET THEREOF;

TOGETHER WITH:

THE 7.5 FOOT PLAT RESERVATION ALONG THE REAR OF SAID LOTS 16 THROUGH 18 AND LOTS 31 THROUGH 34 FOR ALLEY PURPOSES;

SAID LANDS LYING IN THE CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA AND CONTAINING 103,925 SQUARE FEET (2.386 ACRES), MORE OR LESS.



LOCATION MAP:
NOT TO SCALE

SURVEY NOTES:

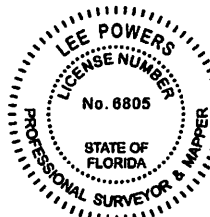
1. THE LEGAL DESCRIPTION SHOWN HEREON WAS PREPARED BY THE SURVEYOR.
2. KEITH AND ASSOCIATES, INC. CERTIFICATE OF AUTHORIZATION NUMBER IS L.B.#6860.
3. THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OR AN ENCRYPTED DIGITAL SIGNATURE OF A FLORIDA PROFESSIONAL SURVEYOR AND MAPPER.
4. IT IS A VIOLATION OF THE STANDARDS OF PRACTICE PURSUANT TO RULE 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE TO ALTER THIS SURVEY WITHOUT THE EXPRESS PRIOR WRITTEN CONSENT OF THE SURVEYOR. ADDITIONS AND/OR DELETIONS MADE TO THE FACE OF THIS SURVEY WILL MAKE THIS SURVEY INVALID.
5. THIS SKETCH AND DESCRIPTION DOES NOT CONSTITUTE A BOUNDARY SURVEY.
6. BEARINGS SHOWN HEREON ARE BASED ON AN ASSUMED BEARING OF SOUTH 87°51'37" WEST ALONG THE ORIGINAL NORTH LINE OF BLOCK 204, PROGRESSO, AS RECORDED IN PLAT BOOK 2, ON PAGE 18, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.
7. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS OF WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
8. THE INTENDED DISPLAY SCALE FOR THIS SKETCH IS 1"=60' OR SMALLER.

CERTIFICATION:

I HEREBY CERTIFY THAT THE ATTACHED SKETCH & DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS DEPICTED TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THE INFORMATION AS WRITTEN UNDER MY DIRECTION ON DECEMBER 26, 2018 MEETS THE STANDARDS OF PRACTICE PURSUANT TO RULE 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE AS APPLICABLE TO SECTION 472.027, FLORIDA STATUTES, SUBJECT TO THE QUALIFICATIONS NOTED HEREON.

KEITH & ASSOCIATES, INC.
CONSULTING ENGINEERS

LEE POWERS
PROFESSIONAL SURVEYOR AND MAPPER
REGISTRATION No. 6805
STATE OF FLORIDA



Digitally signed
by Lee Powers
Date:
2018.12.27
16:01:13 -05'00'

SKETCH & DESCRIPTION

A PORTION OF PARCEL "A" OF THE RESUBDIVISION OF BLOCK 204 OF PROGRESSO, P.B. 58, PG. 47, B.C.R. AND PORTIONS OF BLOCK 204, PROGRESSO, P.B. 2, PG. 18, D.C.R. FORT LAUDERDALE, BROWARD COUNTY, FLORIDA



301 EAST ATLANTIC BOULEVARD
POMPANO BEACH, FLORIDA 33060-6643
(954) 788-3400 FAX (954) 788-3500
EMAIL: mail@KEITHteam.com LB NO. 6860

SHEET 1 OF 2

DRAWING NO. 0729240 SKETCH & DESCRIPTION 01/20/18

DATE 12/26/18

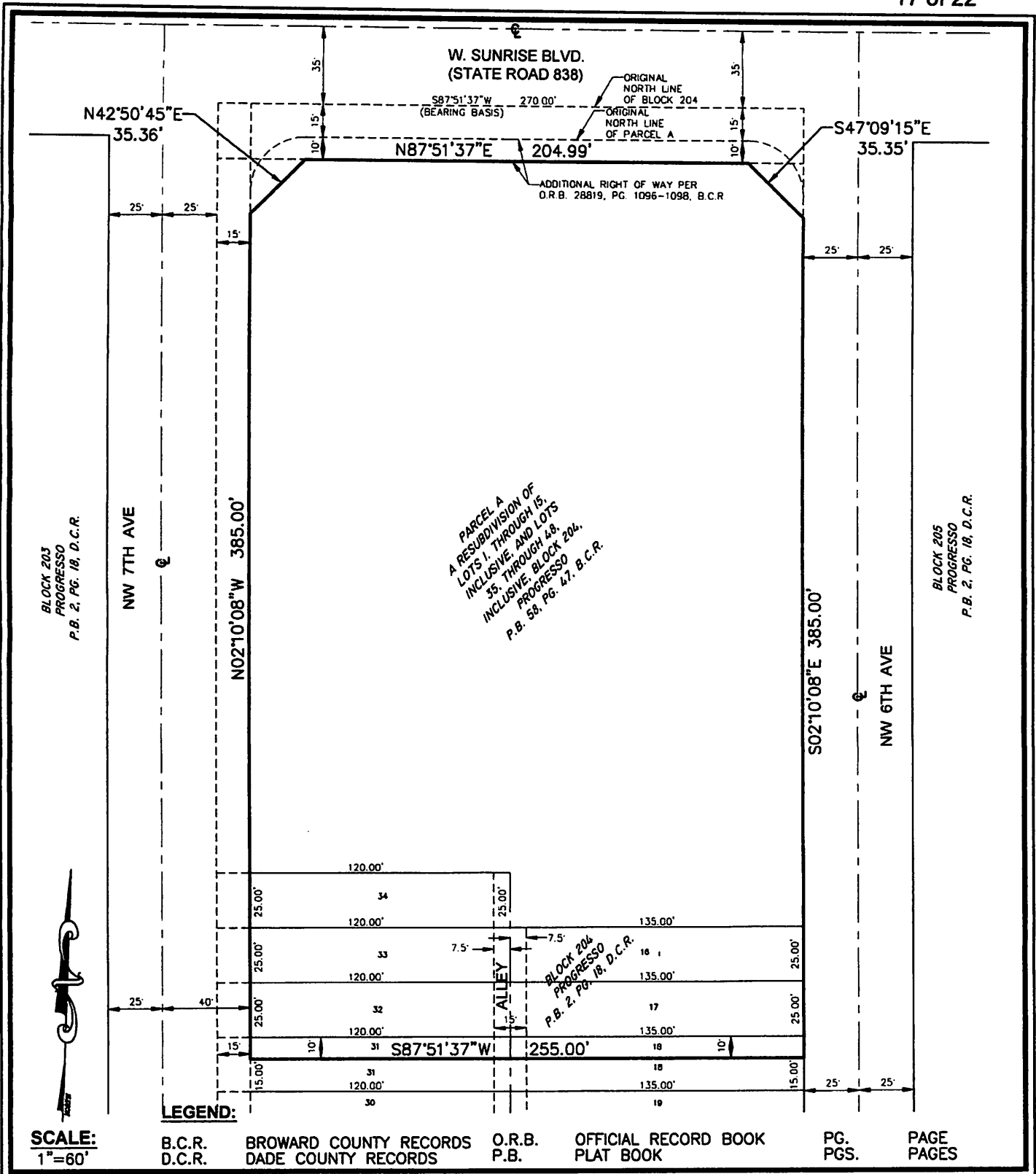
SCALE N/A

FIELD BK. N/A

DWG. BY DB

CHK. BY LP

DATE	REVISIONS
12/27/18	ADD P.B.58, PG.47



SKETCH & DESCRIPTION

A PORTION OF PARCEL "A" OF THE RESUBDIVISION OF BLOCK 204 OF PROGRESSO, P.B. 58, PG. 47, B.C.R. AND PORTIONS OF BLOCK 204, PROGRESSO, P.B. 2, PG. 18, D.C.R. FORT LAUDERDALE, BROWARD COUNTY, FLORIDA

KEITH

301 EAST ATLANTIC BOULEVARD
POMPAHO BEACH, FLORIDA 33080-8843
(954) 788-3400 FAX (954) 788-3500
EMAIL: mail@KEITHteam.com LB NO. 8880

SHEET 2 OF 2

DRAWING NO. 07889.MD SKETCH & DESCRIPTION 03.09G

DATE 12/26/18

SCALE 1"=60'

FIELD BK. N/A

DWG. BY DB

CHK. BY LP

DATE	REVISIONS
12/27/18	ADD P.B.58, PG.47

EXHIBIT D

Record and return to:
Broward County Real Property Section
115 South Andrews Avenue, Room 513
Fort Lauderdale, Florida 33301

Prepared by:
Annika E. Ashton, Esq.
Office of the County Attorney
Broward County, Florida
115 South Andrews Avenue, Room 423
Fort Lauderdale, Florida 33301

QUITCLAIM DEED

THIS QUITCLAIM DEED is made this ____ day of _____, 20____, from Broward County, a political subdivision of the State of Florida ("Grantor"), whose address is 115 South Andrews Avenue, Fort Lauderdale, Florida 33301, to Broward Partnership for the Homeless, Inc., a Florida not-for-profit corporation ("Grantee"), whose address is 920 Northwest Seventh Avenue, Fort Lauderdale, Florida 33311.

WITNESSETH:

That Grantor, for and in consideration of the sum of Ten Dollars (\$10.00), and other good and valuable consideration paid by Grantee, the receipt of which is hereby acknowledged, does hereby remise, release, and quitclaim unto Grantee forever, all rights, title, interest, and claim, if any, that Grantor has in and to the following described real property located and situate in the County of Broward and State of Florida, to wit:

See Exhibit A attached hereto and incorporated herein by reference ("Property").

SUBJECT TO:

1. All matters of record including, but not limited to, any matter shown on the plat, public purpose utility and government easements, and rights-of-way.
2. All unpaid taxes for the year 2019, and subsequent years.
3. The Declaration of Covenants and Restrictions recorded simultaneously herewith.
4. The Parking Easement Agreement recorded simultaneously herewith.
5. **THIS CONVEYANCE IS SUBJECT TO THE FOLLOWING REVERTER CLAUSE:**

In the event Grantee fails to complete the construction of multifamily rental housing units on the Property within one hundred twenty (120) months after the date of this Quitclaim Deed transferring this Property to Grantee,

Grantor, through its County Administrator, or designee, may prepare and record an affidavit reciting that it has exercised due diligence and reviewed the official records of Broward County to determine whether a final Certificate of Occupancy has been issued for subject Property and that no final Certificate of Occupancy has been issued. Upon recording of said affidavit in the public records of Broward County, title shall automatically revert to Grantor as a matter of law and pursuant to this reverter clause.

Grantor and Grantee acknowledge that the preparation and recordation of the foregoing affidavit shall be conclusive evidence upon which any party may rely that the condition of the reverter has occurred and that title reverts to Grantor.

Grantor may, in its sole discretion, waive any or all of the reverter conditions contained in the reverter clause above for an additional specified period of time to be determined by Grantor if Grantor finds it necessary to extend the time frame in which Grantee must obtain a final Certificate of Occupancy. Such waiver by Grantor, to be effective, must (i) be given prior to the event of the reverter and (ii) be evidenced by the preparation and recordation of an affidavit (the "Waiver Affidavit") executed by the County Administrator, or designee, giving such waiver and specifying the new time frame in which Grantee must obtain the Certificate of Occupancy. The recordation of the Waiver Affidavit by Grantor shall be conclusive evidence upon which any party may rely that the condition of the reverter has been extended to such date as specified in said waiver.

The terms "Grantor" and "Grantee" as used herein shall refer to the respective parties, and the heirs, personal representatives, successors, and assigns of such parties.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, GRANTOR has caused these presents to be executed in its name, 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__.

GRANTOR

ATTEST:

BROWARD COUNTY, by and through
its Board of County Commissioners

By: _____
Mayor

County Administrator, as
ex Officio Clerk of the
Board of County Commissioners
of Broward County, Florida

_____ day of _____, 20__

(Official Seal)

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 (Date)
Senior Assistant County Attorney

REF: Approved BCC _____ Item No: _____
Return to BC Real Property Section

AEA/mdw
Broward Partnership for the Homeless, Inc. Quitclaim Deed
12/27/18
#376746

LEGAL DESCRIPTION:

ALL OF LOTS 19 THROUGH 23, OF BLOCK 204, OF PROGRESSO, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 18 OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA.

TOGETHER WITH:
LOTS 26 THROUGH 30, OF SAID BLOCK 204, OF PROGRESSO, LESS THE WEST 15 FEET THEREOF;

TOGETHER WITH:
LOT 24, OF SAID BLOCK 204, OF PROGRESSO, LESS THE SOUTH 5 FEET;

TOGETHER WITH:
LOT 25, OF SAID BLOCK 204, OF PROGRESSO, LESS THE SOUTH 5 FEET AND THE WEST 15 FEET THEREOF;

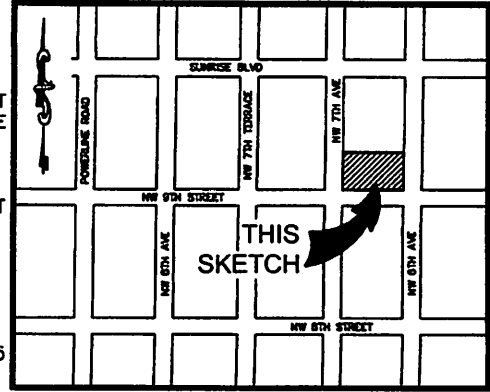
TOGETHER WITH:
THE SOUTH 15 FEET OF LOTS 18, OF SAID BLOCK 204, OF PROGRESSO;

TOGETHER WITH:
THE SOUTH 15 FEET OF LOTS 31, OF SAID BLOCK 204, OF PROGRESSO, LESS THE WEST 15 FEET THEREOF;

TOGETHER WITH:
THE 7.5 FOOT PLAT RESERVATION ALONG THE REAR OF ALL OF SAID LOTS FOR ALLEY PURPOSES;

LESS THAT PORTION OF ADDITIONAL RIGHT OF WAY AS DESCRIBED IN, OFFICIAL RECORD BOOK 28819, PAGE 1096 THROUGH 1098, OF THE PUBLIC RECORDS OF BROWARD COUNTY FLORIDA.

SAID LANDS LYING IN THE CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA AND CONTAINING 40,488 SQUARE FEET (0.929 ACRES), MORE OR LESS.



LOCATION MAP:
NOT TO SCALE

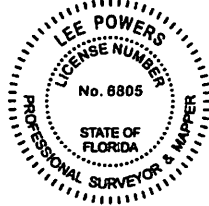
SURVEY NOTES:

1. THE LEGAL DESCRIPTION SHOWN HEREON WAS PREPARED BY THE SURVEYOR.
2. KEITH AND ASSOCIATES, INC. CERTIFICATE OF AUTHORIZATION NUMBER IS L.B.#6860.
3. THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OR AN ENCRYPTED DIGITAL SIGNATURE OF A FLORIDA PROFESSIONAL SURVEYOR AND MAPPER.
4. IT IS A VIOLATION OF THE STANDARDS OF PRACTICE PURSUANT TO RULE 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE TO ALTER THIS SURVEY WITHOUT THE EXPRESS PRIOR WRITTEN CONSENT OF THE SURVEYOR. ADDITIONS AND/OR DELETIONS MADE TO THE FACE OF THIS SURVEY WILL MAKE THIS SURVEY INVALID.
5. THIS SKETCH AND DESCRIPTION DOES NOT CONSTITUTE A BOUNDARY SURVEY.
6. BEARINGS SHOWN HEREON ARE BASED ON AN ASSUMED BEARING OF SOUTH 87°51'37" WEST ALONG THE SOUTH LINE OF BLOCK 204, PROGRESSO, AS RECORDED IN PLAT BOOK 2, ON PAGE 18, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.
7. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS OF WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
8. THE INTENDED DISPLAY SCALE FOR THIS SKETCH IS 1"=50' OR SMALLER.

CERTIFICATION:

I HEREBY CERTIFY THAT THE ATTACHED SKETCH & DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS DEPICTED TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THE INFORMATION AS WRITTEN UNDER MY DIRECTION ON MAY 9, 2018 MEETS THE STANDARDS OF PRACTICE PURSUANT TO RULE 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE AS APPLICABLE TO SECTION 472.027, FLORIDA STATUTES, SUBJECT TO THE QUALIFICATIONS NOTED HEREON.

KEITH & ASSOCIATES, INC.
CONSULTING ENGINEERS



Digitally signed
by Lee Powers
Date: 2018.12.27
16:02:18 -05'00'

LEE POWERS
PROFESSIONAL SURVEYOR AND MAPPER
REGISTRATION No. 6805
STATE OF FLORIDA

SKETCH & DESCRIPTION

A PORTION OF LOTS 18 THRU 31,
BLOCK 204, PROGRESSO, PLAT
BOOK 2, PAGE 18, DADE COUNTY
RECORDS

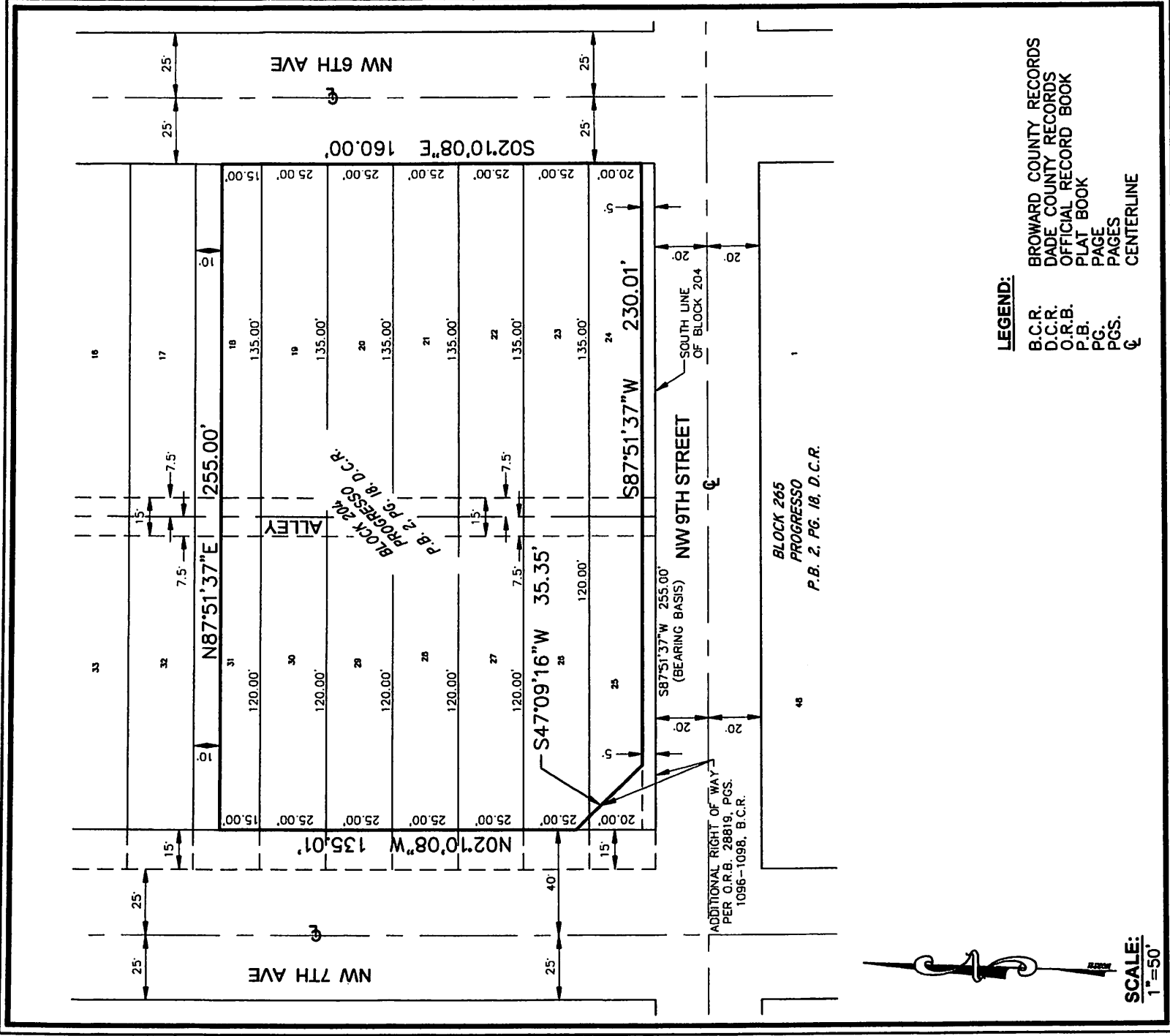
FORT LAUDERDALE, BROWARD COUNTY, FLORIDA

KEITH
ASSOCIATES, INC.
consulting engineers
301 EAST ATLANTIC BOULEVARD
POMPANO BEACH, FLORIDA 33060-6643
(954) 788-3400 FAX (954) 788-3500
EMAIL: mail@keith-associates.com LB NO. 6860

SHEET 1 OF 2
DRAWING NO. 0769JMO SKETCH & DESCRIPTION 01.DWG

DATE 5/9/18
SCALE N/A
FIELD BK. N/A
DWNG. BY DB
CHK. BY LP

DATE	REVISIONS
09/12/18	REVISED BOUNDARY
12/27/18	COUNTY COMMENTS



LEGEND:

- B.C.R. BROWARD COUNTY RECORDS
- D.C.R. DADE COUNTY RECORDS
- O.R.B. OFFICIAL RECORD BOOK
- P.B. PLAT BOOK
- PG. PAGE
- PGS. PAGES
- ☒ CENTERLINE

SCALE:
1"=50'

SKETCH & DESCRIPTION

A PORTION OF LOTS 18 THRU 31,
BLOCK 204, PROGRESSO, PLAT
BOOK 2, PAGE 18, DADE COUNTY
RECORDS

FORT LAUDERDALE, BROWARD COUNTY, FLORIDA

KEITH
CONSULTING ENGINEERS
301 EAST ATLANTIC BOULEVARD
POMPANO BEACH, FLORIDA 33060-6643
(954) 788-3400 FAX (954) 788-3500
EMAIL: mail@keith-associates.com LB NO. 6860

SHEET 2 OF 2
DRAWING NO. 078940 SKETCH & DESCRIPTION 01.DWG

DATE	5/9/18
SCALE	1"=50'
FIELD BK.	N/A
DWNG. BY	DB
CHK. BY	LP

DATE	REVISIONS
09/12/18	REVISED BOUNDARY
12/27/18	COUNTY COMMENTS

Record and return to:
Broward County Real Property Section
115 South Andrews Avenue, Room 513
Fort Lauderdale, Florida 33301

Prepared by:
Annika E. Ashton, Esq.
Office of the County Attorney
Broward County, Florida
115 South Andrews Avenue, Room 423
Fort Lauderdale, Florida 33301

DECLARATION OF COVENANTS AND RESTRICTIONS

This Declaration of Covenants and Restrictions ("Declaration") is made this ____ day of _____, _____, by Broward Partnership for the Homeless, Inc., a Florida not-for-profit corporation, and its successors and assigns ("Owner").

W I T N E S S E T H:

- A. Owner is the fee title owner of the parcel of real property located in Broward County, Florida, as described on Exhibit A, attached hereto and made a part hereof ("Property").
- B. The Property was conveyed to Owner by Broward County, a political subdivision of the State of Florida ("County"), for nominal consideration subject to the covenants, restrictions, and other requirements as set forth in this Declaration.
- C. Owner and the County desire to ensure that the Property is and shall be held, transferred, sold, conveyed, leased, mortgaged, used, and improved subject to certain covenants, restrictions, and other requirements, as set forth in this Declaration.

NOW, THEREFORE, the Owner declares that the Property and any portion thereof shall be held, transferred, sold, conveyed, leased, mortgaged, used, and improved only subject to these covenants and restrictions, which run in favor of County, and other requirements, all as set forth in this Declaration.

1. The foregoing recitations are true and correct and are hereby incorporated herein by this reference.
2. Restrictive Covenants. The Property shall be used solely for the purpose of providing permanent supportive housing for formerly homeless persons and rental housing for individuals, all of whom must earn no more than sixty percent (60%) of the area median income ("AMI").

3. County is the beneficiary of these covenants and restrictions and, as such, County may enforce these covenants and restrictions by action at law or in equity, including, without limitation, a decree of specific performance or mandatory or prohibitory injunction, against any person or entity violating or attempting to violate the terms of these covenants and restrictions. In any enforcement action in which the County prevails, County shall be entitled to recover reasonable attorney's fees and costs in the trial and appellate courts. Any forbearance on behalf of the County to exercise its rights in the event of the failure of Owner to comply with the provisions of this Declaration shall not be deemed or construed to be a waiver of the County's rights hereunder in the event of any subsequent failure of the Declarant to comply. In addition, County shall have the right to audit Owner's books and records related to the Property to ensure Owner's use of the Property complies with this Declaration.
4. No waiver, modification, or termination of this Declaration shall be effective unless contained in a written document executed in the manner required by Paragraph 5. Any waiver shall be applicable only to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver. If any covenant, restriction, 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, 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 for any dispute over its terms shall be Broward County, Florida.
5. If 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 and restrictions, Owner may apply to County for an amendment or termination of these covenants and restrictions as to the particular affected portion of the Property. It shall be within the sole discretion of the Broward County Board of County Commissioners (the "Board") whether to modify or terminate these covenants and restrictions as to any portion of the Property, because Owner accepted these covenants and restrictions as a condition of the conveyance of the Property as an inducement to County to convey title. Any such amendment or termination shall be approved by the Board and apply only to such portion of the Property that is specifically referenced in the amendment or termination.
6. Owner shall record this Declaration in the Public Records of Broward County, Florida.
7. This Declaration is effective upon recordation in the Public Records of Broward County, Florida.

DECLARATION OF COVENANTS AND RESTRICTIONS

IN WITNESS WHEREOF, this DECLARATION OF COVENANTS AND RESTRICTIONS is executed by Broward Partnership for the Homeless, Inc., signing by and through its _____, authorized to execute same on the _____ day of _____, 20_____.

OWNER

Broward Partnership for the Homeless, Inc.

By: _____

Print Name: _____

Title: _____

_____ day of _____, 20_____.

STATE OF FLORIDA)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this ____ day of _____, _____, by _____, as _____ of Broward Partnership for the Homeless, Inc., who is personally known to me or who has produced _____ as identification.

NOTARY PUBLIC:

(SEAL)

Signature: _____

Print Name: _____

My Commission Expires: _____

Commission Number: _____

EXHIBIT A

LEGAL DESCRIPTION:

ALL OF LOTS 19 THROUGH 23, OF BLOCK 204, OF PROGRESSO, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 18 OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA.

TOGETHER WITH:
LOTS 28 THROUGH 30, OF SAID BLOCK 204, OF PROGRESSO, LESS THE WEST 15 FEET THEREOF;

TOGETHER WITH:
LOT 24, OF SAID BLOCK 204, OF PROGRESSO, LESS THE SOUTH 5 FEET;

TOGETHER WITH:
LOT 25, OF SAID BLOCK 204, OF PROGRESSO, LESS THE SOUTH 5 FEET AND THE WEST 15 FEET THEREOF;

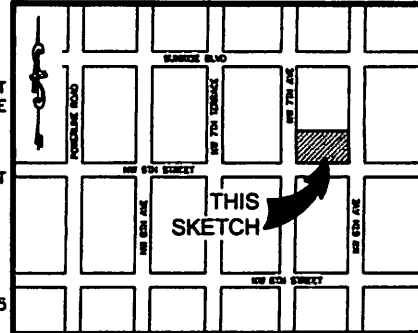
TOGETHER WITH:
THE SOUTH 15 FEET OF LOTS 18, OF SAID BLOCK 204, OF PROGRESSO;

TOGETHER WITH:
THE SOUTH 15 FEET OF LOTS 31, OF SAID BLOCK 204, OF PROGRESSO, LESS THE WEST 15 FEET THEREOF;

TOGETHER WITH:
THE 7.5 FOOT PLAT RESERVATION ALONG THE REAR OF ALL OF SAID LOTS FOR ALLEY PURPOSES;

LESS THAT PORTION OF ADDITIONAL RIGHT OF WAY AS DESCRIBED IN, OFFICIAL RECORD BOOK 28819, PAGE 1096 THROUGH 1098, OF THE PUBLIC RECORDS OF BROWARD COUNTY FLORIDA.

SAID LANDS LYING IN THE CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA AND CONTAINING 40,488 SQUARE FEET (0.929 ACRES), MORE OR LESS.



LOCATION MAP:
NOT TO SCALE

SURVEY NOTES:

1. THE LEGAL DESCRIPTION SHOWN HEREON WAS PREPARED BY THE SURVEYOR.
2. KEITH AND ASSOCIATES, INC. CERTIFICATE OF AUTHORIZATION NUMBER IS L.B.#6860.
3. THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OR AN ENCRYPTED DIGITAL SIGNATURE OF A FLORIDA PROFESSIONAL SURVEYOR AND MAPPER.
4. IT IS A VIOLATION OF THE STANDARDS OF PRACTICE PURSUANT TO RULE 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE TO ALTER THIS SURVEY WITHOUT THE EXPRESS PRIOR WRITTEN CONSENT OF THE SURVEYOR. ADDITIONS AND/OR DELETIONS MADE TO THE FACE OF THIS SURVEY WILL MAKE THIS SURVEY INVALID.
5. THIS SKETCH AND DESCRIPTION DOES NOT CONSTITUTE A BOUNDARY SURVEY.
6. BEARINGS SHOWN HEREON ARE BASED ON AN ASSUMED BEARING OF SOUTH 87°51'37" WEST ALONG THE SOUTH LINE OF BLOCK 204, PROGRESSO, AS RECORDED IN PLAT BOOK 2, ON PAGE 18, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.
7. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS OF WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
8. THE INTENDED DISPLAY SCALE FOR THIS SKETCH IS 1"=50' OR SMALLER.

CERTIFICATION:

I HEREBY CERTIFY THAT THE ATTACHED SKETCH & DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS DEPICTED TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THE INFORMATION AS WRITTEN UNDER MY DIRECTION ON MAY 9, 2018 MEETS THE STANDARDS OF PRACTICE PURSUANT TO RULE 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE AS APPLICABLE TO SECTION 472.027, FLORIDA STATUTES, SUBJECT TO THE QUALIFICATIONS NOTED HEREON.

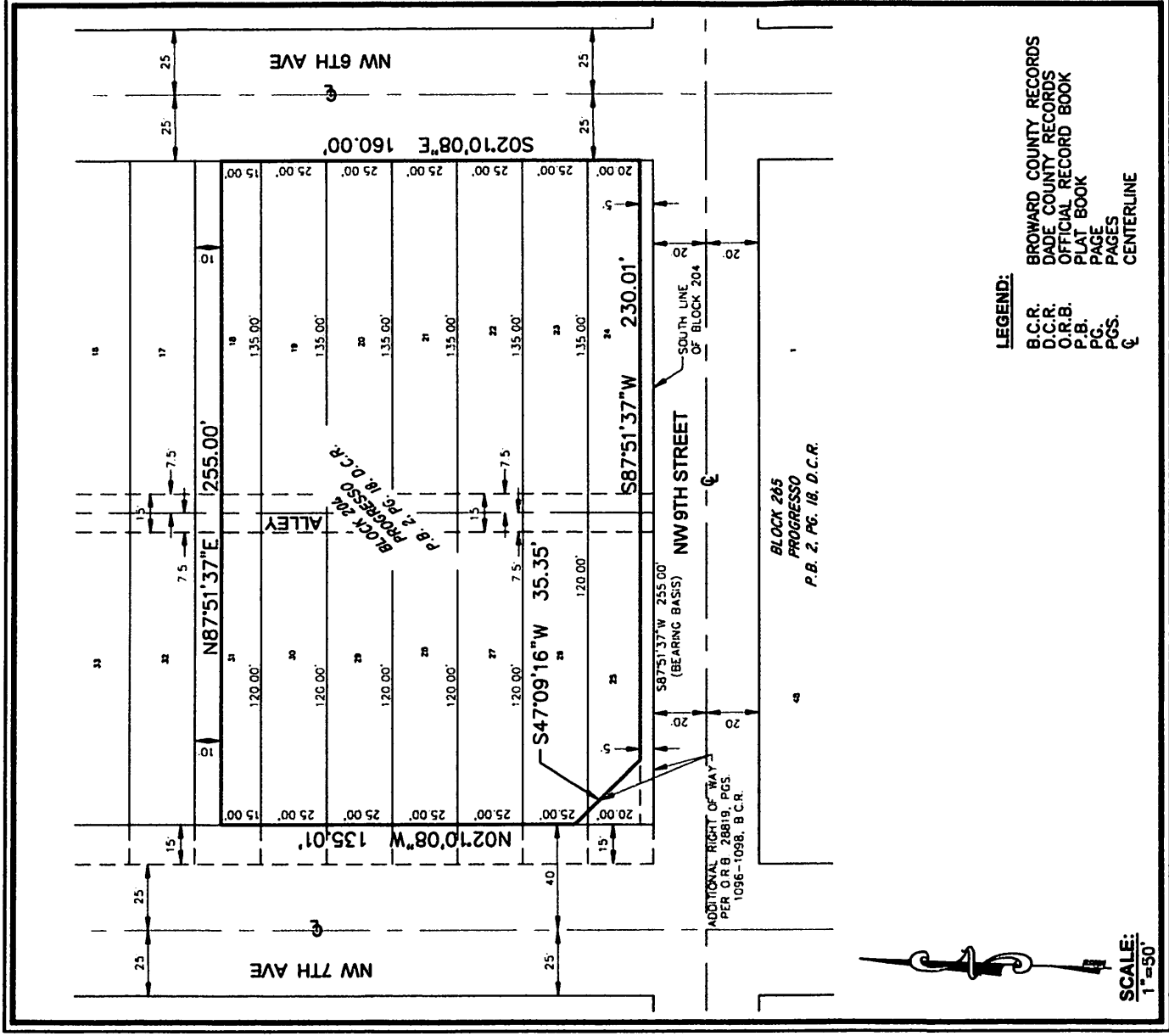
KEITH & ASSOCIATES, INC.
CONSULTING ENGINEERS



LEE POWERS
PROFESSIONAL SURVEYOR AND MAPPER
REGISTRATION No. 6805
STATE OF FLORIDA

Digitally signed
by Lee Powers
Date: 2018.12.27
16:02:18 -05'00'

<p>SKETCH & DESCRIPTION</p> <p>A PORTION OF LOTS 18 THRU 31, BLOCK 204, PROGRESSO, PLAT BOOK 2, PAGE 18, DADE COUNTY RECORDS</p> <p>FORT LAUDERDALE, BROWARD COUNTY, FLORIDA</p>	<p>KEITH CONSULTING ENGINEERS 301 EAST ATLANTIC BOULEVARD POMPANO BEACH, FLORIDA 33060-6643 (954) 788-3400 FAX (954) 788-3500 EMAIL: ma@keith-associates.com LB NO. 6860</p> <p>SHEET 1 OF 2 DRAWING NO. CROSSING SKETCH & DESCRIPTION 01.DWG</p>	DATE 5/9/18	DATE	REVISIONS
		SCALE N/A	09/12/18	REVISED BOUNDARY
		FIELD BK. N/A	12/27/18	COUNTY COMMENTS
		DWNG. BY DB		
		CHK. BY LP		



REVISIONS	
DATE	REVISIONS
09/12/18	REVISED BOUNDARY
12/27/18	COURTY COMMENTS

DATE	5/9/18
SCALE	1"=50'
FIELD BK.	N/A
DWG. BY	DB
CHK. BY	LP

KEITH
consulting engineers
301 EAST ATLANTIC BOULEVARD
POMPANNO BEACH, FLORIDA 33060-6643
(954) 788-3400 FAX (954) 788-3500
EMAIL: me@keith-associates.com LB NO. 6880

DRAWING NO. _____ SHEET 2 OF 2
CREATED: 5/9/18 10:00 AM

SKETCH & DESCRIPTION

A PORTION OF LOTS 18 THRU 31, BLOCK 204, PROGRESSO, PLAT BOOK 2, PAGE 18, DADE COUNTY RECORDS

FORT LAUDERDALE, BROWARD COUNTY, FLORIDA