

**AGREEMENT BETWEEN
BROWARD COUNTY AND CITY OF FORT LAUDERDALE**

This Agreement ("Agreement") is made and entered into by and between Broward County, Florida, a political subdivision of the State of Florida ("County"), and the City of Fort Lauderdale, Florida, a municipal corporation of the State of Florida ("City") (each, a "Party" and collectively referred to as the "Parties").

RECITALS

A. City is currently in the process of improving the Fort Lauderdale Police Department Headquarters and Parking Garage, located at 1300 West Broward Boulevard, Fort Lauderdale, Florida 33312 ("Fort Lauderdale Police Headquarters"), and has requested County grant City the right to use the County-owned Staging Area, described below in Section 2 of this Agreement, for use as a temporary construction staging and parking area.

B. County is the owner of the County Properties (defined below) all located in City, which properties the County has identified as locations for future improvements to serve the public health, safety, and welfare of County residents and has requested the support and reasonable cooperation of City in connection with improvements to the County Properties.

C. City, pursuant to Section 95.361, Florida Statutes, is presumed to be the owner of certain real property adjacent to the Broward County Main Library, located at Southeast 1st Street, Fort Lauderdale, Florida 33301 ("Library Property"). City has not been able to verify whether it meets the standards and requirements of Section 95.361, Florida Statutes.

D. County has requested the transfer of ownership of the Library Property to County for purposes of use by County as an outdoor meeting, socialization, event space for library patrons and the community at large, and other public purposes.

E. County has agreed to allow City to use the Staging Area and City has agreed to (1) provide County with support and reasonable cooperation in connection with County's improvements of the County Properties and (2) transfer the Library Property to County, all pursuant to the terms and conditions of this Agreement.

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

AGREEMENT

1. **Recitals.** The above recitals are true and correct and by this reference are incorporated as if fully set forth herein.

2. **Temporary Construction Staging Area.**

2.1. **Staging Area.** County is the owner of certain real property measuring approximately 66,637 sq. ft., located at 1000 Southwest 2nd Street, Fort Lauderdale, Florida 33312 (Folio No. 5042-09-35-0010), commonly known as the former site of the Broward Addiction Recovery Center ("BARC") ("Staging Area"), as further described in Exhibit A, attached hereto and made a part hereof.

2.2. **Grant of Use.** County hereby grants to City temporary and non-exclusive use of the Staging Area, for the purpose of a construction staging area for the construction taking place at the Fort Lauderdale Police Headquarters ("Permitted Use"). The rights of City under this Agreement shall include a non-exclusive right of City over and across the Staging Area for storage and operation of construction equipment and supplies, trailer, parking, and for ingress and egress. City or other parties (acting pursuant to City's express authorization) shall also have the right to install temporary fencing and signage, store non-hazardous materials and equipment, and install temporary site lighting on the Staging Area. City shall not construct any improvements in or on the Staging Area nor use the Staging Area for any different purpose than the Permitted Use, without the prior written consent of County, which consent may be withheld in County's sole and absolute discretion.

2.3. City's right to utilize the Staging Area for the Permitted Use: (i) shall not attach to the Staging Area; (ii) shall not be construed as a license, easement, lease, or any other encumbrance against the Staging Area; (iii) does not confer upon City any interest in the Staging Area or real property rights whatsoever; and (iv) is non-exclusive, and City reserves the right to simultaneously utilize and allow other parties or entities to utilize the Staging Area for the Permitted Use. Upon the expiration or earlier termination of this Agreement, City shall restore the Staging Area to its status at the Commencement Date (as defined herein).

2.4. City accepts the Staging Area on an "as-is, where-is" basis (with all faults and in its existing condition) in the broadest sense of the term. City agrees to maintain the Staging Area in good, clean condition and to not commit or permit to be committed any waste of the Staging Area. County does not warrant or represent that the Staging Area is safe or suitable for the Permitted Use and City expressly assumes all such risks. City also assumes all risk of loss to any property stored on the Staging Area. County shall not be responsible for any loss or damage to any property stored on the Staging Area whether caused by the negligence of County, its agents, employees, contractors, licensees, mortgagees or by fire, hurricane, flood, or other cause whatsoever.

2.5. **Hazardous Materials.** City shall not use, generate, manufacture, store or transport or dispose of, on or over the Staging Area, any flammable liquids, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances, or any other "hazardous materials" as that term may be defined under

federal or state laws, except for the hazardous materials which may be in the vehicles that City or other entities or parties will park or store on the Staging Area. Should any discharge, leakage, spillage, emission, or pollution of any type occur upon or from the Staging Area as a result of City's use and occupancy thereof, City shall provide notice to County, and City, at its sole cost and expense, shall undertake all appropriate remediation on all the property affected, whether owned by County or any third party, to the satisfaction of County. City must also notify County of any release of hazardous materials that have come or will come to be located on or beneath the Staging Area.

3. **County Properties.**

- 3.1. County has identified the following properties and uses, which properties are all located in City, as locations for improvement and redevelopment opportunities (hereinafter collectively referred to as the "County Properties"):

County Property:	Proposed Use:	Zoning/Permitting Change Required:
1000 Southwest 2nd Street, Fort Lauderdale, Florida 33312	New affordable housing development	Proposed redevelopment must be approved by City's Historic Preservation Board
325 Southwest 28th Street, Fort Lauderdale, Florida 33315	Accommodate an additional 25 beds in the annex area for BARC	City currently limits the number of beds allowed, and County will need a site plan modification
2000 West Commercial Boulevard, Fort Lauderdale, Florida 33309	County governmental facilities	Change zoning designation to support governmental uses

- 3.2. City agrees to support County and cooperate to the greatest extent permissible with County obtaining all required licenses, permits, rezoning approval, authorizations, and the like for improvement of the County Properties, as detailed above in Section 3.1.
- 3.3. The Parties agree that in the event City violates any term or condition of this Agreement and County elects to terminate same, City's pledge of support and cooperation as described in this Section 3, shall survive such termination and continue until County has obtained all required licenses, permits, rezoning approvals, authorizations, and the like for all County Properties.
- 3.4. Nothing herein shall be deemed a waiver of County's obligations to comply with City's Unified Land Development Regulations nor shall City be required to violate any federal, state or local rules, laws, regulations or ordinances or to violate the United States or State of

Florida constitution. The requirement to cooperate is not a guarantee of a particular outcome.

4. **Transfer of Library Property.** On or before thirty (30) days after the Commencement Date (as defined below), City agrees to transfer, assign, and convey to County and County agrees to assume from City a Quit Claim Deed ("Quitclaim Deed") in the form of Exhibit B, conveying: All of City's rights, title, and interest, if any, in and to that certain parcel of land located in the County of Broward, and State of Florida, subject to a reservation unto City for a public and franchise infrastructure and utility easement ("Utility Easement"), as provided in the Quitclaim Deed.

4.1. County acknowledges and agrees to accept the Library Property "as is, where is, with all faults." County acknowledges that City makes no warranties or guarantees of title.

5. **Term.** This Agreement begins on the date it is fully executed by the Parties ("Commencement Date") and continues for one (1) year ("Initial Term"), unless otherwise terminated or extended as provided in this Agreement. County may renew this Agreement for one (1) additional six (6) month term upon the same terms and conditions as set forth in this Agreement (an "Extension Term") by giving notice to City at least thirty (30) days prior to the end of the Initial Term. The Broward County Administrator ("County Administrator") is authorized to exercise this renewal option. The Initial Term and the Extension Term, are collectively referred to as the "Term."

6. **Termination.** This Agreement may be terminated by:

- 6.1. either Party with at least thirty (30) days advance written notice to the other Party;
- 6.2. County in the event City is in breach of this Agreement and has not corrected said breach within five (5) days after receipt of written notice from County identifying the breach;
- 6.3. the County Administrator upon such notice as the County Administrator deems appropriate under the circumstances if the County Administrator ("County Administrator") determines that termination is necessary to protect the public health, safety, or welfare. Notice of termination shall be provided in accordance with the "Notices" section of this Agreement, except that notice of termination by the County Administrator to protect the public, health, safety, or welfare may be oral notice that shall be promptly confirmed in writing; and

7. **Remedies.** In addition to any termination rights stated in this Agreement, the Parties shall be entitled to seek any and all available contractual or other remedies available at law or in equity.

8. **Liability.**

- 8.1. The Parties are state agencies or political subdivisions under Section 768.28, Florida Statutes, and shall be fully responsible for acts and omissions of its agents or employees to the extent permitted by law. Notwithstanding, City shall at all times hereafter indemnify, hold harmless, and defend County and all of County's officers, agents, servants, and employees (collectively, "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses (collectively, a "Claim"), raised or asserted by any person or entity not a party to this Agreement, which Claim is caused or alleged to be caused, in whole or in part, by any intentional, reckless, or negligent act or omission of City, its current or former officers, employees, agents, or servants, arising from, relating to, or in connection with this Agreement. In the event any Claim is brought against an Indemnified Party, City shall, upon written notice from County, defend each Indemnified Party against each such Claim by counsel satisfactory to County or, at County's option, pay for an attorney selected by County Attorney to defend the Indemnified Party. The obligations of this section shall survive the expiration or earlier termination of this Agreement.
- 8.2. If City contracts with a third party to perform any activities related to City's rights pursuant to this Agreement or City's obligations under this Agreement, City shall enter into a contract with such third party, which contract shall include the following provision:

Indemnification: Contractor shall indemnify, hold harmless, and defend County and all of County's officers, agents, servants, and employees (collectively, "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses (collectively, a "Claim"), raised or asserted by any person or entity not a party to this Agreement, which Claim is caused or alleged to be caused, in whole or in part, by any intentional, reckless, or negligent act or omission of contractor, its current or former officers, employees, agents, or servants, arising from, relating to, or in connection with this Agreement. In the event any Claim is brought against an Indemnified Party, contractor shall, upon written notice from County, defend each Indemnified Party against each such Claim by counsel satisfactory to County or, at County's option, pay for an attorney selected by County Attorney to defend the Indemnified Party. The obligations of this section shall survive the expiration or earlier termination of this Agreement.

8.3. Except to the extent sovereign immunity may be deemed waived by entering into this Agreement, nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable. Nothing herein shall be construed as consent by a state agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of this Agreement or any other contract.

8.4. The obligations of this article shall survive the expiration or earlier termination of this Agreement.

9. **Insurance.** The Parties are state agencies or political subdivisions under Section 768.28, Florida Statutes. Upon request by County, City must provide County with written verification of liability protecting that meets or exceeds any requirements of Florida.

10. **Notices.** In order for notice to a party to be effective under this Agreement, notice must be sent via U.S. first-class mail with a contemporaneous copy via e-mail to the addresses listed below and shall be effective upon mailing. The addresses for notice shall remain as set forth herein unless and until changed by providing notice of such change.

Notice to County:

County Administrator
Government Center, Room 409
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Email: mcepero@broward.org

With a copy to:

Director of Real Estate Development
Governmental Center, Room 501
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Email: lmahoney@broward.org

Notice to City:

City Manager
City of Fort Lauderdale
101 NE Third Avenue, 14th Floor
Fort Lauderdale, FL 33301
Email: gchavarria@fortlauderdale.gov

With a copy to:

City Attorney
City of Fort Lauderdale
101 NE Third Avenue, 14th Floor
Fort Lauderdale, FL 33301
Email: dsponce@fortlauderdale.gov

11. **Public Records.** The Parties shall comply with all applicable requirements of Chapter 119, Florida Statutes, including the requirements of Section 119.0701.

12. **Binding Effect:** Each person executing this Agreement represents that he or she has been empowered by his or her respective Party to enter into this Agreement and to bind such Party to the commitments and undertakings contained herein. The provisions, conditions, terms, and covenants contained herein shall be of a binding effect. The benefits and advantages hereof shall inure to the respective Parties and the respective successors and assigns.

13. **Prior Agreements:** This Agreement represents the final and complete understanding of the Parties and incorporates, includes, and supersedes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein. There are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

14. **Joint Preparation:** This Agreement has been jointly prepared by the Parties hereto and shall not be construed more strictly against either party.

15. **Counterparts:** This Agreement may be executed in any number of counterparts, whether signed physically or electronically, each of which, when executed and delivered, shall constitute an original, but such counterparts shall together constitute one and the same instrument.

16. **Further Assurances:** The Parties shall execute all such instruments, and agree to take all such further actions, that may be reasonably required by any Party to fully effectuate the terms and provisions of this Agreement.

17. **Modification**: No change or modification of this Agreement shall be valid unless in writing and signed by all Parties hereto. No purported waiver of any of the provisions of the Agreement shall be valid unless in writing and signed by the Party allegedly waiving the applicable provision.

18. **Survival**. Either party's right to monitor, evaluate, enforce, audit, and review, any obligations to indemnify and insure, any assurances and certifications, and items of financial responsibility shall survive the expiration or earlier termination of this Agreement but shall expire upon expiration of the statute of limitation as to that particular matter. Any provision of this Agreement which contains a restriction or requirement which extends beyond the date of termination or expiration set forth herein shall survive expiration or earlier termination of this Agreement and be enforceable, but shall expire upon expiration of the statute of limitation as to that particular matter.

19. **Independent Contractor**. The Parties are independent contractors under this Agreement and nothing in this Agreement shall constitute or create a partnership, joint venture, or any other relationship between the Parties. In providing any work, services, or activities under this Agreement, neither party nor its agents shall act as officers, employees, or agents of the other party. Neither party shall have the right to bind the other party to any obligation not expressly undertaken by that party under this Agreement.

20. **Third Party Beneficiaries**. Neither party intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third party beneficiaries to this Agreement and no third party shall be entitled to assert a claim against either of them based upon this Agreement.

21. **Assignment**. Neither this Agreement nor any right or interest herein may be assigned by either Party without the prior written consent of the other Party. This provision shall not be construed to prohibit City from allowing others performing services for City to use the Property; such use, however, shall not confer any right of the other Party to claim any rights under this Agreement. If a Party violates this provision, the other Party shall have the right to immediately terminate this Agreement.

22. **Materiality and Waiver of Breach**. Each requirement, duty, and obligation set forth herein was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement, and each is, therefore, a material term hereof. Either party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement. To be effective, any waiver must be in writing signed by an authorized signatory of the waiving party.

23. **Compliance with Laws**. Compliance with Laws. Each party shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations.

24. **Severability.** In the event any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

25. **Interpretation.** The titles and headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Agreement, such reference is to the section or article as a whole, including all of the subsections of such section, unless the reference is made to a particular subsection or subparagraph of such section or article. Any reference to "days" means calendar days, unless otherwise expressly stated.

26. **Priority of Provisions.** If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached to, referenced by, or incorporated in this Agreement and any provision of Sections 1 through 30 of this Agreement, the provisions contained in Sections 1 through 30, shall prevail and be given effect.

27. **Law, Jurisdiction, Venue, Waiver of Jury Trial.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, CITY AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

28. **Incorporation by Reference.** Any and all recital clauses stated above are true and correct and are incorporated in this Agreement by reference. The attached exhibits are incorporated into and made a part of this Agreement.

29. **Force Majeure.** If the performance of this Agreement, or any obligation hereunder is prevented by reason of hurricane, earthquake, or other casualty caused by nature, or by labor strike, war, or by a law, order, proclamation, regulation, ordinance of any governmental agency, the party so affected, upon giving prompt notice to the other party, shall be excused from such performance to the extent of such prevention, provided that the party so affected shall first have taken reasonable steps to avoid and remove such cause of non-performance and shall continue to take reasonable steps to avoid and

remove such cause, and shall promptly notify the other party in writing and resume performance hereunder whenever such causes are removed; provided, however, that if such non- performance exceeds sixty (60) days, the party that is not prevented from performance by the force majeure event shall have the right to terminate this Agreement upon written notice to the party so affected. This section shall not supersede or prevent the exercise of any right the Parties may otherwise have to terminate this Agreement.

30. **Representation of Authority.** Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: BROWARD COUNTY, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the ____ day of _____, 2023, (Agenda Item No. ____), and CITY OF FORT LAUDERDALE, signing by and through its Mayor, duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, by and through its
Board of County Commissioners

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

By _____
Mayor

____ day of _____, 2023

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

By _____
Claudia Capdesuner (Date)
Assistant County Attorney

By _____
Annika E. Ashton (Date)
Deputy County Attorney

CC/sr
05/15/2023
Agreement and Deed City of Fort Lauderdale and Broward County
#1032908v6

AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF FORT LAUDERDALE

CITY OF FORT LAUDERDALE

ATTEST:

CITY OF FORT LAUDERDALE, a Florida
municipal corporation

By: _____
David N. Soloman, City Clerk

(SEAL)

By: _____
Dean J. Trantalis, Mayor-Commissioner

_____ day of _____, 2023

By: _____
Greg Chavarria, City Manager

_____ day of _____, 2023

APPROVED AS TO FORM:
D'Wayne M. Spence, Interim City Attorney

By: _____
Lynn Solomon, Esq.
Assistant City Attorney

_____ day of _____, 2023

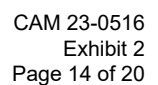
EXHIBIT A – STAGING PROPERTY

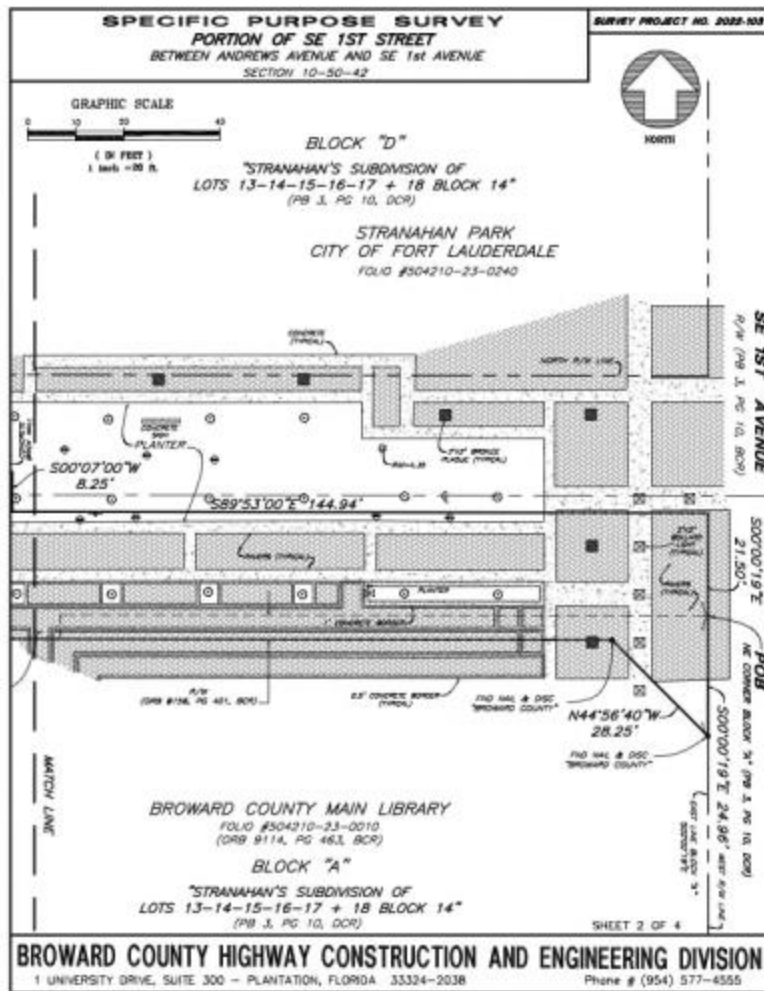
Folio No.: 5042-09-35-0010

Legal Description:

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14





SPECIFIC PURPOSE SURVEY PORTION OF SE 1ST STREET BETWEEN ANDREWS AVENUE AND SE 1st AVENUE SECTION 10-50-42		SURVEY PROJECT NO. 2022-103																																																		
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SURVEY NOTES 1) SOURCES OF INFORMATION USED IN THE PREPARATION OF THIS SURVEY ARE AS FOLLOWS: A) THE PLAT OF "STRANAHAN'S SUBDIVISION LOTS 13, 14, 15, 16, 17" AS RECORDED IN PLAT BOOK 3, PAGE 10 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA. B) OFFICIAL RECORDS BOOK 8156, PAGE 401, BROWARD COUNTY RECORDS. C) OFFICIAL RECORDS BOOK 8304, PAGE 556, BROWARD COUNTY RECORDS. D) MISCELLANEOUS MAP BOOK 3, PAGE 45 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA. 2) NO SUBSURFACE FEATURES WERE LOCATED FOR THE PURPOSES OF THIS SURVEY. 3) THE MEASUREMENTS SHOWN HEREON ARE EXPRESSED IN FEET AND DECIMAL PARTS THEREOF. 4) HORIZONTAL FEATURES SHOWN HEREON ARE PLOTTED TO WITHIN 1/20th OF THE MAP SCALE. 5) HORIZONTAL LOCATION OF FEATURES DEPICTED HEREON IS TO THE CENTER OF THE SYMBOL. SYMBOLS MAY BE AT AN ENLARGED SCALE FOR CLARITY. 6) HORIZONTAL AND VERTICAL DATA SHOWN HEREON WAS OBTAINED UTILIZING A "LEICA 702R 2" TOTAL STATION AND "TDS RANGER" DATA COLLECTION SYSTEM. 7) THERE MAY BE ADDITIONAL EASEMENTS, RIGHTS-OF-WAY, OR OTHER RESTRICTIONS THAT ARE NOT SHOWN ON THIS SURVEY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF BROWARD COUNTY. 8) BEARINGS SHOWN HEREON ARE BASED ON AN ASSUMED MERIDIAN. THE EAST LINE OF BLOCK "A", "STRANAHAN'S SUBDIVISION OF LOTS 13-14-15-16-17-18, BLOCK 14", PLAT BOOK 3, PAGE 10, DADE COUNTY PUBLIC RECORDS, IS ASSUMED TO BEAR S 00°00'19" E. 9) NOT VALID WITHOUT THE SEAL AND THE SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER.																																																				
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BROWARD COUNTY HIGHWAY CONSTRUCTION AND ENGINEERING DIVISION 1 UNIVERSITY DRIVE, SUITE 300 - PLANTATION, FLORIDA 33324-2038 Phone # (954) 577-4555																																																				

SPECIFIC PURPOSE SURVEY PORTION OF SE 1ST STREET BETWEEN ANDREWS AVENUE AND SE 1st AVENUE SECTION 10-50-42	SURVEY PROJECT NO. 2022-103
<u>LEGAL DESCRIPTION</u> A PORTION OF BLOCK "A" AND THE ADJACENT RIGHT-OF-WAY, "STRANAHAN'S SUBDIVISION OF LOTS 13-14-15-16-17 + 18, BLOCK 14", PLAT BOOK 3, PAGE 10, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, LYING IN SECTION 10, TOWNSHIP 50 SOUTH, RANGE 42 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID BLOCK "A"; THENCE SOUTH 00°00'19" EAST, ALONG THE EAST LINE OF SAID BLOCK "A", A DISTANCE OF 24.96 FEET; THENCE NORTH 44°56'40" WEST, A DISTANCE OF 28.25 FEET; THENCE NORTH 89°53'00" WEST, ALONG A LINE 5 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID BLOCK "A", A DISTANCE OF 215.94 FEET; THENCE SOUTH 45°03'30" WEST, A DISTANCE OF 35.39 FEET; THENCE NORTH 00°00'00" EAST, A DISTANCE OF 51.55 FEET; THENCE SOUTH 89°53'00" EAST, 99.50 FEET; THENCE NORTH 00°07'00" EAST, A DISTANCE OF 8.25 FEET; THENCE SOUTH 89°53'00" EAST, A DISTANCE OF 16.50 FEET; THENCE SOUTH 00°07'00" WEST, A DISTANCE OF 6.50 FEET; THENCE SOUTH 89°53'00" EAST, A DISTANCE OF 144.94 FEET; THENCE SOUTH 00°00'19" EAST, A DISTANCE OF 21.50 FEET TO THE POINT OF BEGINNING. SAID LANDS SITUATE, LYING, AND BEING IN THE CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA AND CONTAINING 7,564 SQUARE FEET OR 0.1736 ACRES, MORE OR LESS. <u>NOTE:</u> THIS SPECIFIC PURPOSE SURVEY WAS PERFORMED TO DEPICT LOCATION OF IMPROVEMENTS WITHIN THE RIGHT-OF-WAY LIMITS OF SE 1ST STREET BETWEEN ANDREWS AVENUE AND 1ST AVENUE FOR THE PREPARATION OF A TRANSFER AGREEMENT. <u>CERTIFICATION</u> I HEREBY CERTIFY THAT THIS MAP OF TOPOGRAPHY AND THE FIELD SURVEY UPON WHICH IT IS BASED ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, AS PREPARED UNDER MY DIRECTION AND SUPERVISION. I FURTHER CERTIFY THAT THIS MAP OF TOPOGRAPHY AND FIELD SURVEY MEET THE APPLICABLE REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR LAND SURVEYS IN THE STATE OF FLORIDA (CHAPTER 5J-17 FLORIDA ADMINISTRATIVE CODE) PURSUANT TO SECTION 472.027, FLORIDA STATUTES. LATEST DATE OF FIELD SURVEY: 7/28/2022 Eric B Augusto Digitally signed by Eric B Augusto Date: 2022.08.11 16:52:19 -04'00' ERIC B AUGUSTO, P.S.M. PROFESSIONAL SURVEYOR AND MAPPER FLORIDA REGISTRATION NUMBER 5695  SHEET 4 OF 4	
BROWARD COUNTY HIGHWAY CONSTRUCTION AND ENGINEERING DIVISION 1 UNIVERSITY DRIVE, SUITE 300 - PLANTATION, FLORIDA 33324-2038 Phone # (954) 577-4555	

EXHIBIT C – FORM OF QUITCLAIM DEED

Return recorded copy to:

Broward County Real Property Section
115 South Andrews Avenue, Room 501
Fort Lauderdale, FL 33301

This document prepared by
and approved as to form by:
Christina A. Price
Broward County Attorney's Office
115 South Andrews Avenue, Room 423
Fort Lauderdale, FL 33301

Folio:

QUITCLAIM DEED

(Pursuant to Sections 125.411, Florida Statutes)

THIS QUITCLAIM DEED is made this ____ day of _____, 2023, by CITY OF FORT LAUDERDALE, a Florida municipal corporation ("Grantor"), whose address is 100 North Andrews Avenue, Fort Lauderdale, Florida 33301, and BROWARD COUNTY, a political subdivision of the State of Florida ("Grantee"), whose address is Governmental Center, Room 423, 115 South Andrews Avenue, Fort Lauderdale, Florida 33301.

(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.)

W I T N E S S E T H:

That Grantor, for and in consideration of TEN DOLLARS (\$10.00) and other valuable considerations, the receipt whereof is hereby acknowledged, does hereby remise, release, and quitclaim unto Grantee, its successors and assigns, forever, all of Grantor's rights, title, and interest, if any, in and to the following described lands, lying and being in Broward County, Florida, to wit:

See Exhibit A, attached hereto and made a part hereof (the "Property").

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity, and claim whatsoever of the said Grantor, either in law or equity, to the only proper use, benefit, and behalf of the said Grantee forever.

RESERVING unto Grantor current public and franchise infrastructure and utility easements. Grantee shall not place any improvements that will unreasonably interfere with Grantor's easements. Grantor shall have the right of ingress and egress in order to inspect, test, maintain, repair, rehabilitate, or replace the existing utilities. Grantor shall replace or repair, at its expense, any nonstructural repairs such as pavers, sod and

landscaping. Further, Grantor shall not install any new or additional infrastructure or utilities within the Property.

THIS CONVEYANCE IS SUBJECT TO all zoning rules, regulations, and ordinances and other prohibitions imposed by any governmental authority with jurisdiction over the Property conveyed herein; existing public purpose utility and government easements and rights of way and other matters of record; and real estate taxes for 2022 and all subsequent years.

IN WITNESS WHEREOF, Grantor has caused these presents to be executed in its name by its Board of City Commissioners acting by the Mayor of said Board and the City Manager, the day and year aforesaid.

GRANTOR

ATTEST:

CITY OF FORT LAUDERDALE, a Florida
municipal corporation

By: _____
David N. Soloman, City Clerk

By: _____
Dean J. Trantalis, Mayor-Commissioner

(SEAL)

_____ day of _____, 2023

By: _____
Greg Chavarria, City Manager

_____ day of _____, 2023

APPROVED AS TO FORM:
D'Wayne M. Spence, Interim City Attorney

By: _____
Lynn Solomon, Esq.
Assistant City Attorney

_____ day of _____, 2023

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

EXHIBIT A

Legal Description