

**DOCUMENT ROUTING FORM**

P3 7/24/13 (C)

NAME OF DOCUMENT: AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF FORT LAUDERDALE FOR SNYDER PARK QUADRANT 1B THROUGH THE BROWARD COUNTY LAND STEWARDSHIP PROGRAM

Approved Comm. Mtg. on July 2, 2013 CAM# 13-0865

1/27/14  
Processed  
original

ITEM:  M - 12  PH -  O -  CR  R

Routing Origin:  CAO  ENG.  COMM. DEV.  OTHER

Also attached:  copy of CAR  copy of document  ACM Form  # \_\_\_\_\_ originals

By: \_\_\_\_\_ forwarded to: \_\_\_\_\_  
Initials

1.) Approved as to Content: \_\_\_\_\_  
Department Director

Capital Improvements defined as having a life of at least 10 years and a cost of at least \$50,000 and shall mean improvements to real property (land, buildings, fixtures) that add value and/or extend useful life, inc. major repairs such as roof replacement, etc. Term "Real Property" include: land, real estate, realty, real.

Please Check the proper box: CIP FUNDED  YES  NO  
Capital Improvement Projects

2.) Approved as to Funds Available: by \_\_\_\_\_ Date: 7-5-13  
Finance Director

Amount Required by Contract/Agreement \$ 40,000 Funding Source: grant

Dept./Div. Parks Rec Index/Sub-object 6SNYDER 13 3237 Project #

3.) City Attorney's Office: Approved as to Form:# \_\_\_\_\_ Originals to City Mgr. By: \_\_\_\_\_

Harry A. Stewart \_\_\_\_\_ Cole Copertino \_\_\_\_\_ Robert B. Dunckel \_\_\_\_\_  
Ginger Wald \_\_\_\_\_ D'Wayne Spence \_\_\_\_\_ Paul G. Bangel \_\_\_\_\_  
Carrie Sarver \_\_\_\_\_ DJ Williams-Persad \_\_\_\_\_

4.) Approved as to content: Assistant City Manager:

By: \_\_\_\_\_ By: \_\_\_\_\_  
Stanley Hawthorne, Assistant City Manager Susanne Torriente, Assistant City Manager

5.) City Manager: Please sign as indicated and forward originals to Mayor.

6.) Mayor: Please sign as indicated and forward originals to Clerk.

7.) To City Clerk for attestation and City seal.

**INSTRUCTIONS TO CLERK'S OFFICE**

8.) City Clerk: forwards all original of documents to: Lori Dimeolo, Parks & Rec

Original Route form to Glynis Burney

7/23

4

**AGREEMENT**

Between

**BROWARD COUNTY**

and

**CITY OF FORT LAUDERDALE**

for

**SNYDER PARK QUADRANT 1B**

through the

**BROWARD COUNTY LAND STEWARDSHIP PROGRAM**

INSTR # 111712151  
OR BK 50043 Pages 673 - 707  
RECORDED 08/02/13 07:37:13 AM  
BROWARD COUNTY COMMISSION  
DEPUTY CLERK 1016  
#4, 35 Pages

CITY CLERK  
2013 AUG 15 PM 6:17

This Agreement, made and entered into by and between BROWARD COUNTY, a political subdivision of the state of Florida, hereinafter referred to as "COUNTY,"

and

CITY OF FORT LAUDERDALE a municipal corporation of the state of Florida, hereinafter referred to as "CITY",

WHEREAS, pursuant to the COUNTY's Land Stewardship Program ("Grant Program"), funding from the 2000 Broward County Safe Parks and Land Preservation Bond Issue has been made available for the ecological restoration of publicly-owned natural lands and sustainable development of passive recreation parks in an expeditious manner; and

WHEREAS, the Broward County Board of County Commissioners ("Board") has determined that these expenditures serve a COUNTY purpose and are authorized by the 2000 Broward County Safe Parks and Land Preservation Bond Program; and

WHEREAS, CITY has been awarded funding under the Grant Program for **Snyder Park Quadrant 1B**; and

WHEREAS, the COUNTY consents to provide for the dissemination of Grant Program funds to CITY for reimbursement of activities consistent with the Program;

NOW, THEREFORE, IN CONSIDERATION of the mutual terms, conditions, promises, covenants and payments hereinafter set forth, COUNTY and CITY agree as follows:

Approved BCC 5/7/13, #32  
Submitted By EPGMD - NRPM  
RETURN TO DOCUMENT CONTROL

7-2-13  
M-12  
(35)

ARTICLE 1  
SCOPE OF SERVICES

- 1.1 CITY shall perform all services identified in this Agreement in accordance with the Grant Program Guidelines attached hereto as Exhibit "A", the Grant Project Description and schedule (hereinafter referred to as "Project") attached hereto as Exhibit "B", Grant Project Cost/Budget attached hereto as Exhibit "C," and evidence of Project site ownership or lease attached hereto as Exhibit "D". The parties agree that the Project Description is a description of CITY's obligations and responsibilities and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipments, and tasks, which are such an inseparable part of the work described, that exclusion would render performance by CITY impractical, illogical, or unconscionable.
- 1.2 The COUNTY's Grant Program Administrator may approve changes to the Scope of Services, Project description, unit of services, and changes within the categories of expenditures listed in Exhibits "A, B, C", provided that the total grant dollars awarded to CITY remains unchanged. The COUNTY's Grant Program Administrator may also approve changes to the Project Description if the revisions are consistent with the grant application and the Grant Program guidelines, and the revisions do not diminish the quantity or quality of services to be provided.
- 1.3 For Projects where the site was not acquired utilizing 2000 Broward County Safe Parks and Land Preservation Bond funds, CITY agrees to execute a Declaration of Restrictive Covenants, in a form acceptable to the County Attorney's Office, ensuring that the Project, when completed, shall be utilized for public recreational purposes for a minimum of twenty-five (25) years. The Declaration shall be recorded in the Official Records for Broward County, Florida, pursuant to Section 28.222, Florida Statutes. CITY further agrees to return to COUNTY all funds tendered for the Project in the event the Project becomes utilized during this period for other than the public recreational purposes of the Project.

ARTICLE 2  
TERM AND TIME OF PERFORMANCE

- 2.1 The term of this Agreement shall begin on the date Agreement is fully executed by both parties and shall end one (1) year after. CITY may request an extension of up to eighteen (18) months for completion of the Project, subject to approval by COUNTY Administrator. Any extension request shall be in writing and delivered to the Grant Program Administrator at least sixty (60) days prior to the end of the original term.
- 2.2 CITY agrees that it will comply with the construction time table included in Exhibit "B," attached hereto, excepting bona fide force majeure delays.

ARTICLE 3  
COMPENSATION

- 3.1 COUNTY agrees to pay CITY, in the manner specified in Section 3.3, the total amount of (not to exceed) **Forty Thousand Dollars (\$40,000)** for Project pursuant to this Agreement. It is acknowledged and agreed by CITY that this amount is the maximum payable and constitutes a limitation upon COUNTY's obligation to compensate CITY for services and expenses related to this Agreement. This maximum amount, however, does not constitute a limitation, of any sort, upon CITY's obligation to perform all items of work required by or which can be reasonably inferred for the Project from the Grant Project Description.
- 3.2 The Grant Program Administrator is responsible for ensuring performance of the terms and conditions of this Agreement and shall approve all requests from CITY for payment prior to payment. CITY shall furnish to the Grant Program Administrator a copy of the Project's construction contract(s) at least thirty (30) days prior to any reimbursement from the COUNTY.
- 3.3 METHOD OF BILLING AND PAYMENT
- 3.3.1 Upon completion of the Project and approval by the COUNTY, CITY may submit an invoice(s) for reimbursement in the funding amount set forth herein. The invoice should be received by the Grant Program Administrator's office no later than sixty (60) days after this Agreement expires. Invoices shall designate the nature of the services performed and the expenses incurred.
- 3.3.2 Documentation as required in Exhibit "A" must accompany any request for payment. Invoices shall be certified by CITY's authorized official.
- 3.3.3 COUNTY shall pay CITY within thirty (30) calendar days of receipt of CITY's proper invoice, as required by the "Broward County Prompt Payment Ordinance" (Broward County Ordinance No. 89-49, as may be amended from time to time). To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and must be submitted on the form and pursuant to instructions prescribed by COUNTY. Payment may be withheld for failure of CITY to comply with a term, condition, or requirement of this Agreement.
- 3.4 Notwithstanding any provision of this Agreement to the contrary, COUNTY may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work which has not been remedied or resolved in a manner satisfactory to the Grant Program Administrator. The amount withheld shall not be subject to payment of interest by COUNTY.

- 3.5 If it becomes necessary for COUNTY to demand a refund of any or all funds paid to CITY pursuant to this Agreement, CITY agrees to remit said funds to COUNTY within sixty (60) days after notification. If not returned within sixty-(60) days, CITY agrees that any further CITY requests for funding, as to this or any other program under COUNTY's administration, may be denied until the funds have been returned.
- 3.6 Payment shall be made to CITY at:

City Manager  
City of Fort Lauderdale  
100 North Andrews Avenue  
Fort Lauderdale, FL 33301

#### ARTICLE 4 LIABILITY

CITY is a municipal corporation existing under the laws of the state of Florida, as defined in Section 768.28, Florida Statutes, and is fully responsible for acts and omissions of its agents, contractors, or employees to the extent permitted by law. 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.

#### ARTICLE 5 INSURANCE

CITY is a municipal corporation existing under the laws of the state of Florida, as defined by Section 768.28, Florida Statutes, and CITY shall furnish the Grant Program Administrator with written verification of liability protection, in accordance with state law prior to final execution of this Agreement.

#### ARTICLE 6 TERMINATION

- 6.1 This Agreement may be terminated for cause by action of the Board or by CITY upon thirty (30) days written notice by the party that elected to terminate, or for convenience by action of the Board upon, not less than, ten (10) days written notice by the Grant Program Administrator. Grant Program Administrator may terminate this Agreement upon such notice, as the Grant Program Administrator deems appropriate under the circumstances, in the event the Grant Program Administrator determines that termination is necessary to protect the public health, safety, or welfare.
- 6.2 Notices shall be provided in accordance with "NOTICES" section of this Agreement (Section 8.5); except that notice of termination deemed by the Grant Program

Administrator necessary to protect the public health, safety, or welfare may be verbal and promptly confirmed in writing in accordance with the "NOTICES" section of this Agreement.

- 6.3 In the event this Agreement is terminated for convenience, CITY shall be paid for any services performed to the date this Agreement is terminated; however, upon being notified of COUNTY's election to terminate, CITY shall refrain from performing further services or incurring additional expenses under the terms of this Agreement. CITY acknowledges and agrees that Ten Dollars (\$10.00) of the compensation to be paid by COUNTY, the adequacy of which is hereby acknowledged by CITY, is given as specific consideration for COUNTY's right to terminate this Agreement for convenience.
- 6.4 COUNTY shall have the right to terminate this Agreement and demand refund of Program funds provided to CITY for noncompliance with the terms and conditions of the Program guidelines. Failure to comply with these terms and conditions shall result in COUNTY declaring CITY ineligible for further participation in the Program until such time as CITY complies therewith.
- 6.5 In the event this Agreement is terminated, any compensation payable by COUNTY shall be withheld until all documents are provided to COUNTY pursuant to Section 8.1.

#### ARTICLE 7 FINANCIAL STATEMENTS

- 7.1 CITY hereby gives COUNTY, through any authorized representative, access to, and the right to, examine all records, books, papers, or documents relating to the Project.
- 7.2 CITY hereby agrees to maintain books and records in accordance with Generally Accepted Accounting Principles and properly reflect all expenditures of funds provided by COUNTY under this Agreement.
- 7.3 CITY agrees and understands that all funding authorized under this Agreement shall be used only for eligible activities specifically outlined in this Agreement. CITY agrees to reimburse COUNTY any and all funds not used in strict compliance with this Agreement.
- 7.4 Within thirty (30) days of receipt by CITY, CITY shall provide to COUNTY on an annual basis the Single Audit Report prepared by an independent certified public accountant showing that there are sufficient and acceptable internal controls over the administration of the CITY's grants. The Single Audit Report will encompass the controls over grants in general without reference to any specific grant award.
- 7.5 Failure of CITY to meet these financial reporting requirements shall result in suspension of payment under this Agreement or any subsequent grant agreement

in effect and disqualify CITY from obtaining future grant awards until such financial statements are received and accepted by COUNTY.

- 7.6 CITY is required to, and hereby agrees to, account for any program income related to Project financed in whole or part with Grant Program Funds.

## ARTICLE 8 MISCELLANEOUS

### 8.1 OWNERSHIP OF DOCUMENTS

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of COUNTY. In the event of termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by CITY, whether finished or unfinished, shall become the property of COUNTY, and shall be delivered by CITY to the Grant Program Administrator within seven (7) days of termination of this Agreement by either party. Any compensation due to CITY shall be withheld until all documents are received as provided herein.

### 8.2 AUDIT RIGHT AND RETENTION OF RECORDS

COUNTY shall have the right to inspect the Project, as well as the right to audit the books, records, and accounts of CITY that are related to this Project. CITY shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Project.

CITY shall preserve and make available, at reasonable times for examination and audit by COUNTY, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Fla. Stat.), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by COUNTY to be applicable to CITY's records, CITY shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by CITY. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for COUNTY's disallowance and recovery of any payment upon such entry.

8.3 NONDISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY, AND AMERICANS WITH DISABILITIES ACT

CITY shall not unlawfully discriminate against any person in its operations and activities in its use or expenditure of the funds or any portion of the funds provided by this Agreement and shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded in whole or in part by COUNTY, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards.

CITY's decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation (Broward County Code, Chapter 16½), national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully or appropriately used as a basis for service delivery.

CITY shall comply with Title I of the Americans with Disabilities Act regarding nondiscrimination on the basis of disability in employment and further shall not discriminate against any employee or applicant for employment because of race, age, religion, color, gender, sexual orientation, national origin, marital status, political affiliation, or physical or mental disability. In addition, CITY shall take affirmative steps to ensure nondiscrimination in employment against disabled persons. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.

CITY shall take affirmative action to ensure that applicants are employed and employees are treated without regard to race, age, religion, color, gender, sexual orientation (Broward County Code, Chapter 16 ½), national origin, marital status, political affiliation, or physical or mental disability during employment. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.

CITY shall not engage in or commit any discriminatory practice in violation of the Broward County Human Rights Act (Broward County Code, Chapter 16 ½) in performing the Scope of Services or any part of the Scope of Services of this Agreement.



#### 8.4 INDEPENDENT CONTRACTOR

CITY is an independent contractor under this Agreement. Services provided by CITY pursuant to this Agreement shall be subject to the supervision of CITY. In providing such services, neither CITY nor its agents shall act as officers, employees, or agents of COUNTY. This Agreement shall not constitute or make the parties a partnership or joint venture.

#### 8.5 THIRD PARTY BENEFICIARIES

Neither CITY nor COUNTY intends to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement.

#### 8.6 NOTICES

Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or by hand-delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same, as set forth herein, until changed in writing in the manner provided in this section. For the present, the parties designate the following:

##### FOR COUNTY:

Director  
Broward County Natural Resources Planning and Management Division  
115 S. Andrews Avenue, Room 329H  
Fort Lauderdale, FL 33301

##### FOR CITY:

City Manager  
City of Fort Lauderdale  
100 North Andrews Avenue  
Fort Lauderdale, FL 33301

#### 8.7 ASSIGNMENT AND PERFORMANCE

Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered by either party. In addition, CITY shall not subcontract any portion of the work required by this Agreement except as authorized by Exhibit "A."

CITY represents that all persons delivering the services required by this Agreement have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth in the Grant Project Description and to provide and perform such services to COUNTY's satisfaction for the agreed compensation.

CITY shall perform its duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of CITY's performance and all interim and final product(s), provided to or on behalf of CITY, shall be comparable to the best local and national standards.

#### 8.8 CONFLICTS

Neither CITY nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with CITY's loyal and conscientious exercise of judgment related to its performance under this Agreement.

CITY agrees that none of its officers or employees shall, during the term of this Agreement, serve as an expert witness against COUNTY in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process, nor shall such persons give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of COUNTY or in connection with any such pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude CITY or any other persons from representing themselves in any action or in any administrative or legal proceeding.

In the event CITY is permitted to utilize subcontractors to perform any services required by this Agreement, CITY agrees to prohibit such subcontractors, by written contract, from having any conflicts within the meaning of this section.

#### 8.9 AMENDMENTS

Except for the provisions set forth in Article 1, no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the Board and CITY.

#### 8.10 WAIVER OF BREACH AND MATERIALITY

Failure by COUNTY 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.

8.11 COMPLIANCE WITH LAWS

CITY shall comply with all federal, state, local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations related to this Agreement.

8.12 SEVERANCE

In the event this Agreement, or a portion of this Agreement, is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless COUNTY or CITY elects to terminate this Agreement. The election to terminate this Agreement based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

8.13 JOINT PREPARATION

The parties hereto acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein, and that the preparation of this Agreement has been a joint effort of the parties, the language has been agreed to by parties to express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

8.14 PRIORITY OF PROVISIONS

In the event of a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in the Florida Statutes, Florida Administrative Code, and Broward County Code of Ordinances, shall prevail and be given effect.

8.15 APPLICABLE LAW AND VENUE

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. Venue for litigation concerning this Agreement shall be in Broward County, Florida.

8.16 PRIOR AGREEMENTS

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or

understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms, hereof, shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document in accordance with Section 9.9 above.

8.17 INCORPORATION BY REFERENCE

The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the parties. The attached Exhibits "A," "B," "C," and "D" are incorporated into and made a part of this Agreement.

8.18 MULTIPLE ORIGINALS

Multiple copies of this Agreement may be fully executed by all parties, each of which shall be deemed to be an original.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through the County Administrator, authorized to execute same by Resolution approved by the BOARD, and CITY OF FORT LAUDERDALE, signing by and through its officer, duly authorized to execute same.

COUNTY

WITNESSES:

Susan Sepuan  
Gadi Gardner

BROWARD COUNTY, by and through its County Administrator

By [Signature]  
for County Administrator

1st day of August, 20 13

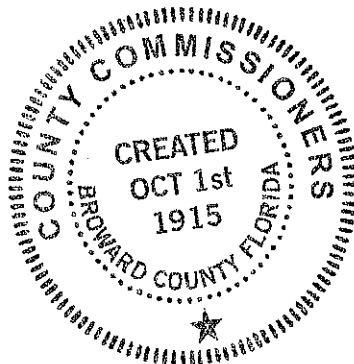
Approved as to form by  
Office of the County Attorney  
Joni Armstrong Coffey, County Attorney  
Broward County, Florida  
Governmental Center, Suite 423  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301  
Telephone: (954) 357-7600  
Telecopier: (954) 357-7641

Insurance requirements approved by Broward County Risk Management Division

By [Signature] 7/30/13  
Risk Management Division

Jacqueline A. Binns  
Risk Insurance and  
Contracts Manager

By [Signature] 7/31/13  
Deputy/Assistant County Attorney



AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF FORT LAUDERDALE  
FOR BROWARD LAND STEWARDSHIP PROGRAM

CITY

WITNESSES:

CITY OF FORT LAUDERDALE

Safecan Ali  
Safecan Ali  
Printed name

By: [Signature]  
John P. "Jack" Seiler  
Mayor

Date: July 22, 2013

[Signature]  
DONNA M. SAMUDA  
Printed name

By: [Signature]  
City Manager

Approved as to form:

[Signature]  
Assistant City Attorney

ATTEST:

[Signature]  
City Clerk



**EXHIBIT "A"**  
**PROGRAM GUIDELINES—PARTNERS IN PRESERVATION**

**Qualified Applicants**

Municipalities and County agencies that own and manage natural lands with native vegetative communities impacted by invasive non-native vegetation, that have not previously applied for county funding for public land, may apply.

**Funding Requirement**

Except as provided in this section, funds from this grant may only be applied to the actual costs incurred for the initial removal or eradication of invasive non-native vegetation and replanting with native vegetation. The grant funding is only for projects that propose treatment or containment of invasions to new areas. No part of this grant funding shall be used for project management, administration or overhead costs. The grant funding may not be used to cover costs associated with the preparation, submission or presentation of the funding application.

**Project Match Requirement**

No match is required but consideration will be given to those entities providing a match if funding is insufficient to award all applicants. The applicant's cost-share match can be direct (actual) or as in-kind contributions (e.g., equipment, material, expenses, or labor).

**Minimum Criteria**

Applicant must fulfill all minimum criteria to be considered for a grant award.

1. The project site is located on public lands managed or maintained for Conservation.
2. The project will remove new infestations of invasive exotic plant species.
3. The project is not a required mitigation with an invasive plant removal component.
4. The site municipality or County agency has funding sources for follow up and perpetual site maintenance.
5. The project proposes native plant species appropriate for the vegetative community present.
6. The project site has not received other funding for the same objective of exotic removal.
7. The project has a method to protect any already existing native plant species present in the project site.

8. The site municipality or County agency has placed a restrictive covenant designating conservation use, or will place one prior to reimbursement, on project site for conservation use, for a minimum of twenty-five years.

#### Award Process Information

The award recommendations made by the selection panel and the Land Stewardship program will be submitted to the Board of County Commissioners for approval. Award notices will be sent to the applicants with a Grant Agreement, for the appropriate signature and due back to the County as soon as possible after signing. Funds spent prior to the Grant Agreement signing date will not be eligible for reimbursement or count towards matching funds. Reasons for funding decisions will be provided with a written request from an authorized official.

Before any work is done in developing a proposal for reimbursement, the project director and the authorized official of the municipality should review the following responsibilities to determine if the project applicant is able to comply with all the requirements for the reimbursement of funds.

1. Recipients awarded the Partners in Preservation grant funds will be paid on a reimbursement basis, and payment will be effected through electronic funds transfer;
2. Changes in the scope or detail of the project or in any other arrangements set in the Grant Agreement should be requested in writing, done by an authorized official and with proof of not been executed without the written approval from the Land Stewardship Program designated official;
3. A final report will be submitted as part of the reimbursement package, recording the accomplishments of the project. This report will also include a set of after photographs, taken from the same locations as the photographs submitted with the initial grant application.

[Remainder of page intentionally left blank]





**EXHIBIT "C"**  
**PROJECT COST AND PROPOSED BUDGET**  
(attach a budget estimate for proposed funding usage)

**Land Stewardship Program Partners in Preservation Grant Program  
Project Budget**

<b>Budget Item</b>	<b>Grant Fund Amount</b>	<b>Subcontracting</b>
<b>Subtotal</b>		
Invasive Exotic Removal	\$ 35,000.00	\$35,000.00
Native Trees and shrubs replanting	\$ 5,000.00	\$ 5,000.00
		Total Project Budget
		\$40,000.00

Snyder

EXHIBIT "D"  
REAL PROPERTY DOCUMENTS  
(warranty deed or quit claim deed - Per Article 1 - 1.1 Project Scope "A")

PLAT TITLE CERTIFICATION

COMMONWEALTH LAND TITLE INSURANCE COMPANY

TO: BOARD OF COUNTY COMMISSIONERS  
BROWARD COUNTY, FLORIDA.

RE: PROPOSED PLAT OF "SNYDER PARK"  
LAND DESCRIBED ON SCHEDULE "A"

CERTIFICATION: IN ACCORDANCE WITH CHAPTER 177.041 FLORIDA STATUTES THE  
UNDERSIGNED ABSTRACTOR HEREBY CERTIFIES THAT RECORD TITLE TO THE LAND AS  
DESCRIBED AND SHOWN ON SCHEDULE "A" IS IN THE NAME OF THE PERSON,  
PERSONS, CORPORATION, OR ENTITY AS IT IS SHOWN TO WIT:

CITY OF FORT LAUDERDALE, BY VIRTUE OF A WARRANTY DEED RECORDED REGISTRY  
NO. 68866, WARRANTY DEED IN DEED BOOK 792-57, WARRANTY DEED IN DEED  
BOOK 792-59, WARRANTY DEED IN O.R. 3801-572, SPECIAL WARRANTY DEED IN  
O.R. 3371-954 AND SPECIAL WARRANTY DEED IN O.R. 5444-410 OF THE PUBLIC  
RECORDS OF BROWARD COUNTY, FLORIDA.

SUBJECT TO THE FOLLOWING MORTGAGES:

THERE ARE NO MORTGAGES NOT SATISFIED OR RELEASED OF RECORD NOR OTHERWISE  
TERMINATED BY LAW.

DATED: THE 22TH DAY OF MAY, 1997 AT 6:00 A.M.

COMMONWEALTH LAND TITLE INSURANCE COMPANY  
(A PENNSYLVANIA CORPORATION AUTHORIZED TO  
DO BUSINESS IN THE STATE OF FLORIDA)

BY: Howard R. Wasson  
AUTHORIZED ABSTRACTOR *h.r.*

Deeds

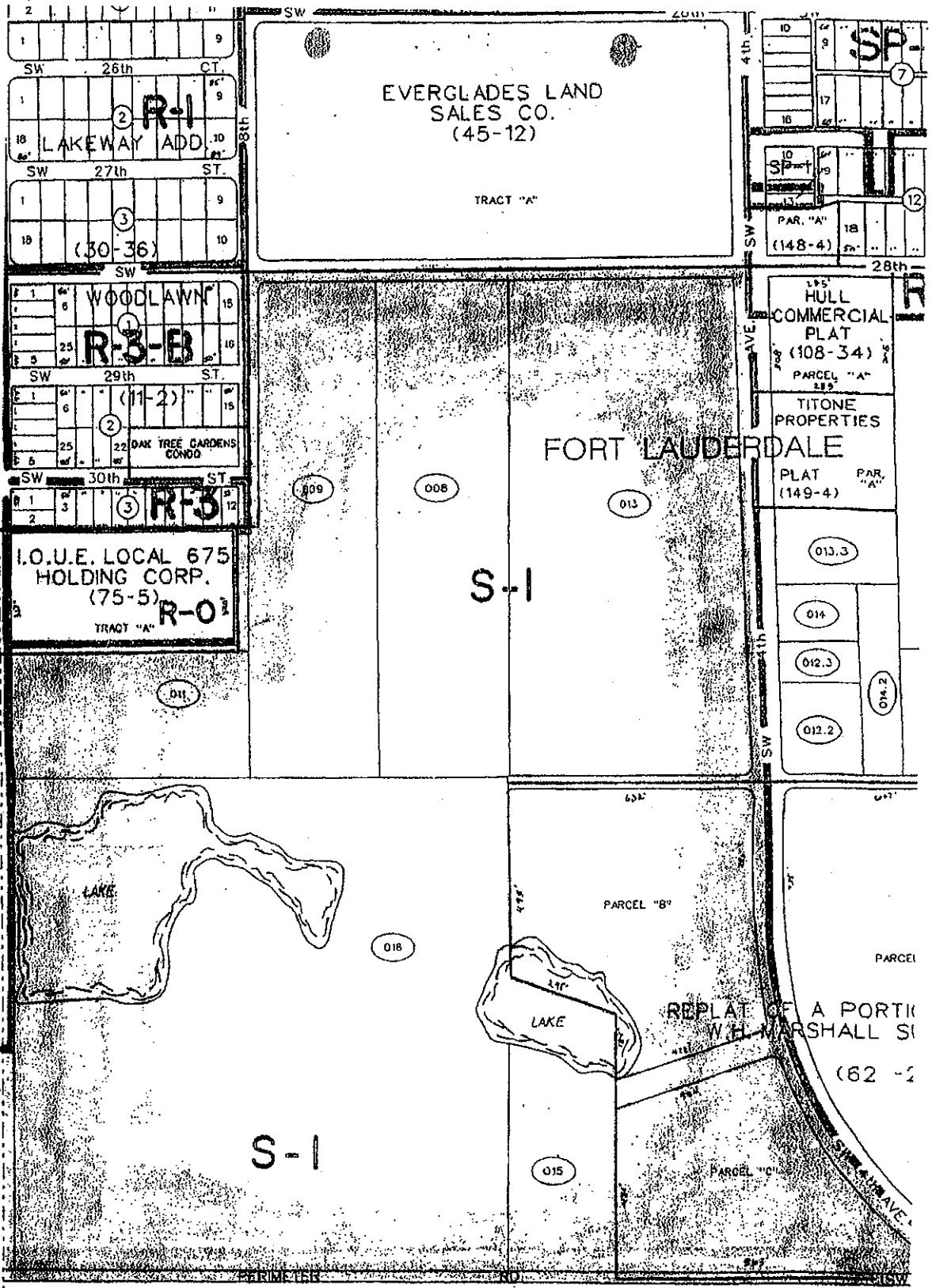
SCHEDULE "A"

A PORTION OF LAND KNOWN AS "SNYDER PARK" DESCRIBED AS FOLLOWS:

BOUNDED ON THE NORTH BY SW 28th COURT  
BOUNDED ON THE SOUTH BY RAIL ROAD TRACES  
BOUNDED ON THE EAST BY SW 4th AVENUE  
BOUNDED ON THE WEST BY SW 9th AVENUE

FM 761197  
HRW:mnk

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BROWARD

FT. LAUDERDALE-HOLLYWOOD IN  
 AIRPORT  
 (114-45)

Joshua A. Sirkin

HARRIS & SIRKIN, P.A.

6th Floor, Dade Federal Building

21 N.E. First Avenue

Miami, Florida 33131

executive line

77-295936

# This Indenture,

Made this 12th day of December, A. D. 1977.

Between, THE TRUST FOR PUBLIC LAND, a corporation existing under the laws of the State of California having its principal place of business in the County of San Francisco and State of California, party of the first part, and CITY OF FORT LAUDERDALE,

of the County of Broward and State of Florida, party of the second part,

Witnesseth, That the said party of the first part, for and in consideration of the sum of \$10.00 and other good and valuable considerations ~~to it~~ to it in hand paid, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, remised, released, conveyed and confirmed, and by these presents doth grant, bargain, sell, alien, remise, release, convey and confirm unto the said party of the second part, and its successors ~~and~~ and assigns forever, all that certain parcel of land lying and being in the County of Broward and State of Florida, more particularly described as follows:

The South 207 feet, less the East 40 feet thereof, of the West 1/2 of the Southeast 1/4 of the Northwest 1/4 of Section 22, Township 50 South, Range 42 East, Broward County, Florida;

Subject to conditions, restrictions and limitations of record; and

XX



SUR  
11800

Together with all the tenements, hereditaments and appurtenances, with every privilege, right, title, interest and estate, reversion, remainder and easement thereto belonging or in anywise appertaining:

To Have and to Hold the same in fee simple forever. And the said party of the first part doth covenant with the said party of the second part that it is lawfully seized of the said premises; that they are free of all incumbrances, and that it has good right and lawful authority to sell the same; and the said party of the first part does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

In Witness Whereof, the said party of the first part has caused these presents to be signed in its name by its President, and its corporate seal to be affixed, attested by its Secretary, the day and year above written.

(Corporate Seal)  
Attest: Joshua A. Sirkin  
Asst. Secretary  
Signed, Sealed and Delivered in Our Presence:  
Phillip [Signature]  
Sharon [Signature]

THE TRUST FOR PUBLIC LAND  
By Joel [Signature]  
President.

REC-7358 PAGE 500

State of ~~MISSISSIPPI~~ CALIFORNIA

County of SAN FRANCISCO

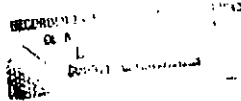
I Hereby Certify That on this 12th day of December, A. D. 1977, before me personally appeared Joel Kuperberg & Judith Milens and respectively of THE TRUST FOR PUBLIC LAND as Vice-President and Asst. Secretary under the laws of the State of California, a corporation, to me known to be the persons described in and who executed the foregoing conveyance to CITY OF FORT LAUDERDALE,

and severally acknowledged the execution thereof to be their free act and deed as such officers, for the uses and purposes therein mentioned; and that they affixed thereto the official seal of said corporation, and the said instrument is the act and deed of said corporation.

In witness my signature and official seal at the City of San Francisco, and State of Florida, the day and year last aforesaid.

*Sue Ann Stewart*  
Notary Public

My Commission Expires 12/12/80



Warranty Deed

FROM CORPORATION

TO

Date

ABSTRACT OF DESCRIPTION

OFF REC 7358 page 501

77-295935

Printed for Lawyers' Title Guaranty Fund, Orlando, Florida

This instrument was prepared by:  
Name William W. Caldwell  
Address 3225 Ocean Drive  
Vero Beach, Florida 32960

# Warranty Deed

(STATUTORY FORM - SECTION 689.02 F.S.)

This Indenture, Made this 14<sup>TH</sup> day of December 19 77 Between  
William W. Caldwell, Jr., Hester C. Meachum and Jean Bridges Caldwell

of the County of \_\_\_\_\_, State of Florida, grantor, and

The City of Fort Lauderdale

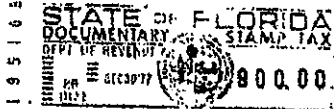
whose post office address is

of the County of Broward, State of Florida, grantee.

Witnesseth, That said grantor for and in consideration of the sum of \$10.00  
Ten and no/100

and other good and valuable considerations to said grantor in hand paid by said grantee the receipt whereof is hereby  
acknowledged, has granted, bargained and sold to the said grantee, and grantee's heirs and assigns forever the following  
described land, situate, lying and being in Broward County, Florida, to-wit:

The West one-half of the Southeast one-quarter of the Northwest  
one-quarter of Section 22, Township 50 South, Range 42 East,  
less the North 30', the East 40', and the South 207' of said  
West one-half.



and said grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all  
persons whatsoever.

"Grantor" and "grantee" are used for singular or plural, as context requires.

In Witness Whereof, Grantor has hereunto set grantor's hand and seal the day and year first above written  
Signed, sealed and delivered in our presence

AS TO ALL SIGNATURES

Margaret K. Nicholas  
Notary Public

William W. Caldwell, Jr. (Seal)  
Hester C. Meachum (Seal)  
Jean Bridges Caldwell (Seal)

STATE OF Florida  
COUNTY OF Broward

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared  
William W. Caldwell, Jr., Hester C. Meachum and Jean Bridges Caldwell

to me known to be the persons described in and who executed the foregoing instrument and acknowledged before me that  
they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 14th day of December  
19 77

My commission expires

Margaret K. Nicholas  
Notary Public

OFF 7358 PAGE 499

CK



FOR REFERENCE ONLY

77-295937

QUIT-CLAIM DEED

THIS QUIT-CLAIM DEED, executed this 14<sup>th</sup> day of December, 1977, by WILLIAM W. CALDWELL, JR., a/k/a W. W. CALDWELL, JR.; G. L. CALDWELL; HESTER C. MEACHUM, a/k/a, H. C. MEADCHUM, as the sole surviving directors of Fell Properties, Inc., a dissolved Florida corporation, joined by JEAN BRIDGES CALDWELL, first party, to THE CITY OF FORT LAUDERDALE, a Florida municipal corporation, whose post office address is Post Office Drawer 14250, Fort Lauderdale, Florida, second party;

WITNESSETH, That the said first party, for and in consideration of the sum of \$10.00 in hand paid by the said second party, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the said second party forever, all the right, title, interest, claim and demand which the said first party has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Broward, State of Florida, to-wit:

The West one-half of the Southeast one-quarter of the Northwest one-quarter of Section 22, Township 50 South, Range 42 East, less the North 30' and the East 40' of said West one-half.

This Quit-Claim Deed is to further waive, nullify, release, remove the restrictive covenant contained in that certain Warranty Deed from Fell Properties, Inc., a Florida corporation, to Edward D. Stone, Jr., dated July 20, 1970 and recorded in the public records of Broward County, Florida, on July 21, 1970 in Official Record Book 4259, Page 760, which restrictive covenant limited the use of the subject property to business office use only until July 20, 1990.

STATE OF FLORIDA  
DOCUMENTARY STAMP TAX  
DEPT. OF REVENUE  
111561  
00.30

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 first party, either in law or equity, to the only proper use, benefit and behoof of the said second party forever.

IN WITNESS WHEREOF, The said first party has signed and sealed these presents the day and year first above written.

REC'D TO CITY ATTORNEY  
P. O. DRAWER 14250  
FT. LAUDERDALE, FLA. 33302

Instrument prepared by:  
William W. Caldwell, Esq.  
3225 Ocean Drive  
Vero Beach, Fla. 32960

REC-7358 PAGE 502

FOR REFERENCE ONLY

WITNESSES AS TO ALL SIGNATORS:

Thasone L. Nobile

[Signature]

William W. Caldwell, Jr.  
William W. Caldwell, Jr.

[Signature]  
G. L. Caldwell

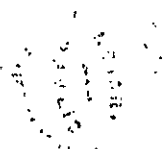
[Signature]  
Hester C. Meachum

[Signature]  
Jean Bridges Caldwell

STATE OF FLORIDA :  
COUNTY OF BROWARD :

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared WILLIAM W. CALDWELL, JR., a/k/a, W. W. CALDWELL, JR.; G. L. CALDWELL; HESTER C. MEACHUM, a/k/a, H. C. MEADGHUM, as the sole surviving directors of Fell Properties, Inc., a dissolved Florida corporation, joined by JEAN BRIDGES CALDWELL, to me known to be the persons described in and who executed the foregoing Quit-Claim Deed and they acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 14th day of December, 1977.



Thasone L. Nobile  
Notary Public

My Commission Expires:

NOTARY PUBLIC  
BROWARD COUNTY, FLORIDA

OFF REC 7358 PAGE 503

1977  
- 2 -

# 48866

WARRANTY DEED

THIS INSTRUMENT, Made this 29th day of September A. D. 1926, Between W. H. MARSHALL and Llewellyn Marshall, his wife of the County of Broward, in the State of Florida, parties of the first part, and the CITY OF FORT LAUDERDALE, a municipal corporation, of the County of Broward, State of Florida, party of the second part;

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of TEN DOLLARS AND OTHER VALUABLE CONSIDERATIONS, to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, have granted, bargained and sold to the said party of the second part, its successors and assigns, forever, the following described land, situate, lying and being in the County of Broward, State of Florida, to-wit:

Beginning at a point fifty (50) feet South and two hundred (200) feet West from the Northeast corner of the Northeast Quarter (NE 1/4) of the Southwest Quarter (SW 1/4) of Section Twenty-two (22) Township Fifty (50) South, Range Forty-two (42) East; thence South parallel with the subdivision line 1898.24 ft., more or less, to a point on the South boundary line of the Northeast Quarter (NE 1/4) of the Southwest Quarter (SW 1/4) of said Section Twenty-two (22); thence West on the subdivision line Eight hundred Seventy-three (873) feet; thence North parallel with the subdivision line Six Hundred Seventy-five (675) feet; thence Northwesterly three hundred ten (310) feet, more or less, to a point on the West boundary line of the Northeast Quarter (NE 1/4) of the Southwest Quarter (SW 1/4) of said Section Twenty-two (22); thence South along the subdivision line Four Hundred Seventy (470) feet; thence East parallel with the quarter section line 1100.66 feet, more or less, to the point of beginning, containing 29.84 acres, more or less, excepting and reserving however unto W. H. Marshall, the grantor herein, as well as to the public, an easement for highway purposes over a strip of land sixty (60) feet in width being thirty (30) feet on either side of the center line of the paved road now existing and constructed across the South half (S 1/2) of the Northeast quarter (NE 1/4) of the Southwest quarter (SW 1/4) of said Section Twenty-two (22), Township Fifty (50) South, Range forty-two (42) East; said reservation being according to plat recorded in plat book 9 at page 3 of Broward County public records.

Also beginning at the Northeast (NE) corner of the Southeast quarter (SE 1/4) of the Northwest quarter (NW 1/4) of Section twenty-seven (27), Township Fifty (50) South, Range Forty-two (42) East; thence South along the subdivision line 677.56 feet, more or less, to the Southeast (SE) corner of North half (N 1/2) of the Southeast (SE) quarter of the Northwest quarter (NW 1/4) of said Section Twenty-seven (27); thence West along the subdivision line four hundred Fifty-five (455) feet; thence in a Northwesterly direction seven hundred Forty (740) feet, more or less, to a point Seven Hundred Twenty (720) feet West of the point of beginning; thence East along the subdivision line Seven Hundred Twenty (720) feet to the point of beginning, containing 9.45 acres, more or less.

And the said parties of the first part do hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the said parties of the first part do hereunder set their hands and seals the day and year first above written.

Signed, Sealed and delivered in the presence of us:

G. F. Basinger  
C. H. MOCUNE

W. H. Marshall (SEAL)  
Llewellyn Marshall (SEAL)

STATE OF FLORIDA )  
COUNTY OF BROWARD )

I HEREBY CERTIFY, that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, W. H. MARSHALL and LLEWELLYN MARSHALL, his wife, to me well known and known to me to be the individuals described in and who executed the foregoing instrument, and acknowledged before me that they executed the same freely and voluntarily for the purposes therein expressed.

AND I FURTHER CERTIFY, that the said Llewellyn Marshall known to me to be the wife of the said W. H. Marshall on a separate and private examination taken and made by and before me, separately and apart from her said husband, did acknowledge that she made herself a party to said instrument for the purpose of renouncing, relinquishing and conveying all her right, title, and interest, whether of dower, homestead or of separate property, statutory or equitable, in and to the lands described therein, and that she executed the said instrument freely and voluntarily, and without any compulsion, constraint, apprehension or fear of or from her said husband.

WITNESS my hand and official seal at Fort Lauderdale County of Broward and State of Florida this 30th day of September A. D. 1926.

[ N. P. SEAL ]  
REVENUE STAMPS \$195.00

G. F. Basinger  
Notary Public, State at Large.  
My commission expires June 17, 1928.

STATE OF FLORIDA )  
COUNTY OF BROWARD )

This instrument filed for record 12 day of Nov. 1926, and recorded in book 66 of Deeds on page 84. RECORD VERIFIED.

FRANK A. BRYAN, Clerk of Circuit Court.

By [Signature] D. C.

# This Indenture

479902

Between

(Whom)



Whom

of the County of

State of



Name of  
County of

March 1974

173

ENTERED IN

000

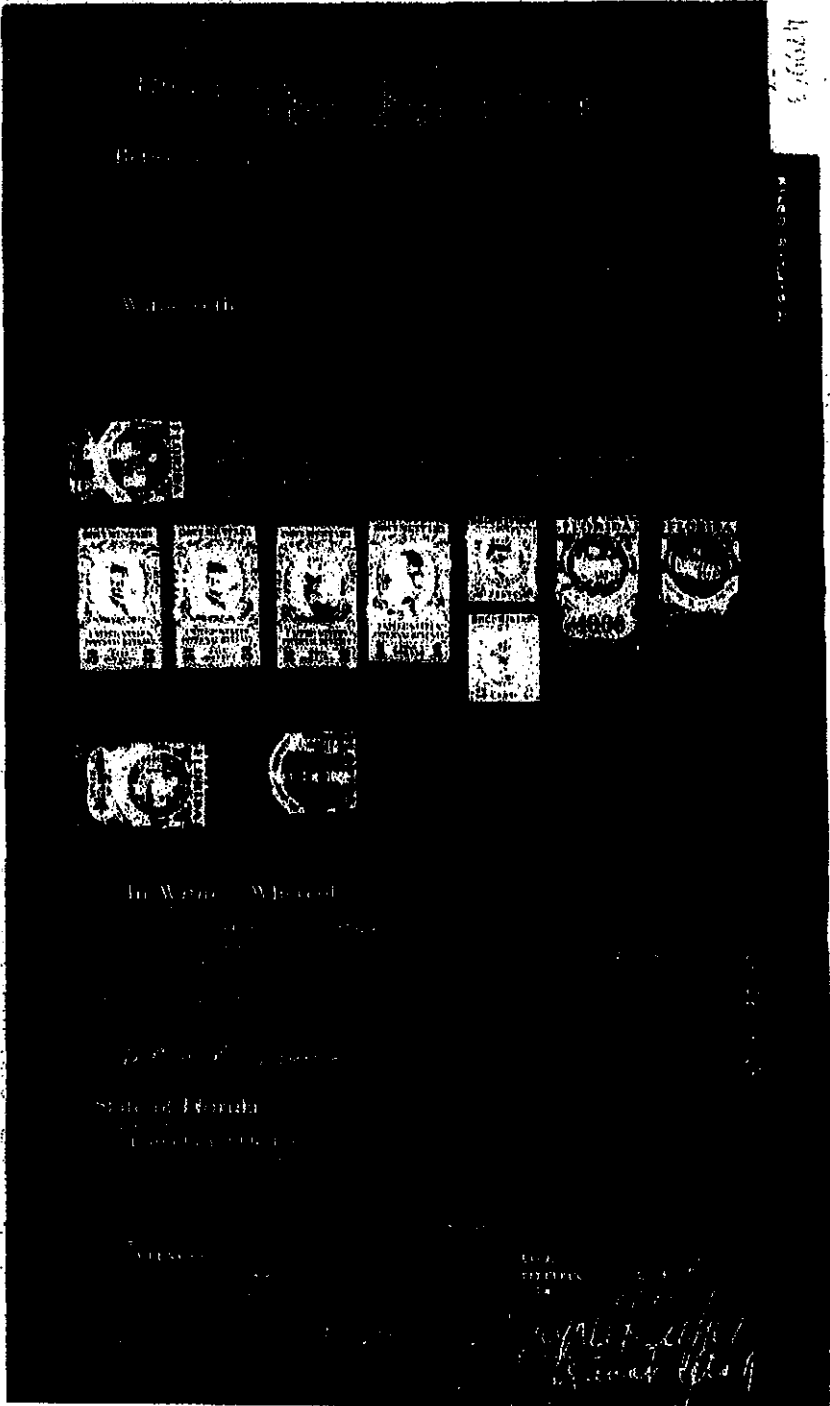
THE  
MAYOR  
OF  
THE  
CITY  
OF  
SAN  
FRANCISCO

Date

Signature

Print Name

429973



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WARRANTY DEED  
FROM CORPORATION

68-136895

# Warranty Deed

OFF. REC. 3801 PAGE 572

This Indenture, Made this 23 day of July, A.D. 1966.

Between S. P. SNYDER & SON, INC., a corporation existing under the laws of the State of Florida, having its principal place of business in the County of Broward and State of Florida, and lawfully authorized to transact business in the State of Florida, party of the first part, and

CITY OF FORT LAUDERDALE, a municipal corporation  
P. O. Box 1181, Ft. Lauderdale, Fla.  
of the County of Broward and State of Florida

party of the second part Witnesseth:

That the said party of the first part, for and in consideration of the sum of Ten ----- Dollars,

to it in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged has granted, bargained and sold to the said party of the second part, its heirs and assigns forever, the following described land situate, lying and being in the County of Broward and State of Florida, to-wit: S $\frac{1}{2}$  of SW $\frac{1}{4}$ , SW $\frac{1}{4}$ , NW $\frac{1}{4}$ , all of Sec. 22, Township 50 South, Range 42 East, Broward County, Florida,

AND ALSO  
NW $\frac{1}{4}$  of SW $\frac{1}{4}$  of Sec. 22, Township 50 South, Range 42 East, less the South 50 feet thereof for the Port Everglades Railway Right of Way; and the W. H. MARSHALL tract in the W $\frac{1}{2}$  of NE $\frac{1}{4}$ , SW $\frac{1}{4}$  of Sec. 22, Township 50 South, Range 42 East, according to the plat of "W. H. MARSHALL SUBDIVISION in Sec. 22 & 27, Township 50 South, Range 42 East", recorded in Plat Book 9, page 3 of the Public Records of Broward County, Florida, less the South 50 feet thereof for the Port Everglades Railway Right of Way.

The premises are conveyed subject to taxes and assessments for the year 1966 and subsequent years to road rights of way, if any, (cont. on reverse side)

And the said party of the first part does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

In Witness Whereof, the said party of the first part has caused these presents to be signed in its name by its proper officers, and its corporate seal to be affixed, attested by its secretary, the day and year above written.

S. P. SNYDER & SON, INC.

(Corporate Seal)  
*J. J. White*  
Secretary

Witness, sealed and delivered in presence of us:  
*Byron F. Snyder*  
*Charlie Ramsey*

By: *Byron F. Snyder*  
President

State of Florida,  
County of BROWARD,

I Hereby Certify that on this 23<sup>rd</sup> day of July, A.D. 1966, before me personally appeared BYRON F. SNYDER and J. J. WHITE, President and Secretary respectively of S. P. SNYDER & SON, INC., a corporation under the laws of the State of Florida

to me known to be the persons who signed the foregoing instrument as such officers and severally acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned and that they affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

Witness my signature and official seal at Fort Lauderdale

in the County of Broward the day and year last aforesaid.

My commission expires: Notary Public, State of Florida at Largo My Commission Expires April 25, 1968

Bonded by Transamerica Insurance Co.



Notary Public, State of Florida.

Grantee

68 NOV 27 PM 12:22

325  
578

and to the following restrictions which shall be a covenant running with the land.

A part of the consideration of the sale of this property by the Grantor to the Grantee is the agreement by the Grantee to the following restriction on the use of said property, namely: That the said premises and every part thereof shall not be used for commercial purposes but shall forever be used and maintained as a public park, the natural growth and vegetation thereof being preserved so far as reasonably practical commensurate with such purposes.

RECORDED IN OFFICIAL RECORDS BOOK  
OF BROWARD COUNTY, FLORIDA  
JACK WHEELER  
CLERK OF CIRCUIT COURT

BROWARD COUNTY  
034416  
STATE OF FLORIDA  
DOCUMENTARY STAMP TAX  
COMPTROLLER  
NOV 27 '68  
999.99  
P.B. 10623

BROWARD COUNTY  
034417  
STATE OF FLORIDA  
DOCUMENTARY STAMP TAX  
COMPTROLLER  
NOV 27 '68  
125.01  
P.B. 10623

BROWARD COUNTY  
033600  
STATE OF FLORIDA  
DOCUMENTARY SURTAX  
COMPTROLLER  
NOV 27 '68  
412.50  
P.B. 10623



OFF REC

BK 3371

67-13061

REC-3371 PAGE 054

SPECIAL WARRANTY DEED

This Special Warranty Deed, made the 16th day of December, 1966, by FORT EVERGLADES AUTHORITY, A Public Corporation existing under the laws of the State of Florida, hereinafter called the Grantor, to CITY OF FORT LAUDERDALE, a Municipal Corporation of the State of Florida, whose postoffice address is City Hall, Fort Lauderdale, Florida, hereinafter called the Grantee.

WITNESSETH: That the Grantor, for and in consideration of the sum of \$10.00 and other good and valuable considerations, receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the Grantee, all that certain land situate in Broward County, Florida, viz:

67-13061 PG 2

Parcel #1 All of Parcel B of the Replat of a portion of W. H. Marshall Subdivision of NE 1/4 of the SW 1/4 of Section 22, Township 50 South, Range 42 East, Broward County, Florida according to the Plat recorded in Plat Book 62, page 21, Broward County Records,

and the Grantor, by these presents does give, grant and convey to the Grantee, a perpetual landscape easement over, under and across the following described real property, to-wit:

Parcel #2 The Northerly 50 feet of Parcel C, measured at right angles and parallel to the Northerly boundary of said Parcel C, and the West 50 feet of Parcel C; all being in a Replat of a portion of W. H. Marshall Subdivision of NE 1/4 of the SW 1/4 of Section 22, Township 50 South, Range 42 East, Broward County, Florida according to the Plat recorded in Plat Book 62, page 21, Broward County Records.

As a condition to the conveyance of the above described property, the Grantee, for itself, its successors or assigns agrees:

1. That Parcel #1 will be used only for a public park and Parcel #2 shall be used only for landscaping purposes in conjunction with Grantee's development and use of Parcel #1 as a public park.
2. In the event that the above described property should not be developed for use as a public park, or having been once so developed, if its use as a public park should ever be discontinued or abandoned, then and in either event title to both parcels of said property as above described shall immediately revert to the Grantor, its successors or assigns, free from any claims or rights arising from the execution of this instrument.
3. In the event that use of either parcel A or C (or any portions thereof) of Replat of a portion of W. H. Marshall Subdivision of NE 1/4 of the SW 1/4 of Section 22, Township 50 South, Range 42 East, Broward County, Florida according to the Plat recorded in Plat Book 62, page 21, Broward County Records, should ever be restricted by any Ordinance of the City of Fort Lauderdale or by any authority having jurisdiction thereof so as to prohibit industrial use of said parcels A and C, then and in that event title to the above described property being hereby conveyed to the Grantee shall immediately revert to the Grantor and the easement hereby conveyed shall be terminated and cancelled.
4. As a further consideration of the conveyance being hereby made and in consideration of Grantor having conveyed the necessary right-of-way to the Grantee for the extension of S. W. 4th Avenue southward through the above described subdivision, Grantee agrees that if at any time in the future crossing signals or other protective devices are required to be installed at the point at which the extension of S. W. 4th

City Attorney Approved by: [Signature]

67 FEB 10 AM 10:52

RETURN TO CITY ATTORNEY P. O. DRAWER 3181 FORT LAUDERDALE, FLORIDA

BROWARD COUNTY

STATE OF FLORIDA DOCUMENTS RECORD TAX SECRETARY (1966) 5030

PAGE 054

OFF REC

BK 3371

REC-3371 MAR 1955

Avenue crosses over the tracks of the Port Everglades Railway, that the cost of such signals or protective devices shall be at the expense of the City of Fort Lauderdale and at no cost to Port Everglades Authority, its successors, Heirs, executors, permittees or assigns.

AND the Grantor hereby covenants with said Grantee that it is lawfully seized of said land in fee simple; that it has good right and lawful authority to sell and convey said land.

IN WITNESS WHEREOF the Grantor has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers thereunto duly authorized, the day and year first above written.

PORT EVERGLADES AUTHORITY

Signed, sealed & delivered in the presence of:

by Richard A. Basinger  
Chairman-Commissioner

Attest: J. B. Henderson  
Port Manager

Approved as to correctness and form:

James M. Cabot  
Liwwood Cabot, Port Attorney



STATE OF FLORIDA )  
                          ) SS:  
COUNTY OF BROWARD )

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared RICHARD A. BASINGER and J. B. HENDERSON, Chairman-Commissioner and Port Manager, respectively, of PORT EVERGLADES AUTHORITY, a Public Corporation existing under the laws of the State of Florida, Grantor, in the foregoing deed, and that they severally acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

Witness my hand and official seal in the County and State last aforesaid this 14 day of February, 1955.

W. A. Wheeler  
Notary Public

My comm. exp. NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXPIRES MARCH 20, 1956  
Granted by 1954-1955, 1956, 1957

RECORDED IN OFFICIAL RECORDS BOOK  
OF BROWARD COUNTY, FLORIDA  
JACK WHEELER  
CLERK OF COUNTY COURT

Approved by: [Signature]  
Notary Public

PAGE 055

Instrument prepared by  
Linwood Cabot, Port Attorney  
Port Everglades Authority  
Fort Lauderdale, Florida

Project No. 3961

NEW 1 Form 215

Manufactured and sold by the U. S. G. & G. Co. Inc. Copyright  
Washington, D. C.

73-192414

This Special Warranty Deed Made the 5 day of June A. D. 19 73  
PORT EVERGLADES AUTHORITY, a Public

Corporation existing under the laws of Florida and having its principal place of  
business at Port Everglades, Broward County, Florida  
hereinafter called the grantor, to CITY OF FORT LAUDERDALE, a Municipal Corpor-  
ation of the State of Florida

whose postoffice address is City Hall, Fort Lauderdale, Florida,

hereinafter called the grantees:

(Whether and how the terms "grantor" and "grantee" include all the parties to the instrument and  
their heirs, legal representatives and assigns is determined by the provisions and nature of the instrument.)

Witnesseth: That the grantor, for and in consideration of the sum of \$ 10.00 and other  
valuable considerations, receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell,  
alien, remise, release, convey and confirm unto the grantees, all that certain land situate in Broward  
County, Florida, viz: Parcel C, of a Replat of a portion of W. H. Marshall Subdivi-  
sion of the NE 1/4 of the SW 1/4 of Section 22, Township 50 South, Range 48 East,  
according to the plat thereof recorded in Plat Book 82, page 21, Broward County  
Records.

248.00  
237.00  
City Attorney  
Approved by: W.R. Caldwell  
City Engineer



Together with all the tenements, hereditaments and appurtenances thereto belonging or in any  
wise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantees that it is lawfully seized of said land in fee  
simple; that it has good right and lawful authority to sell and convey said land; that it hereby fully war-  
rants the title to said land and will defend the same against the lawful claims of all persons claiming  
by, through or under the said grantor.

In Witness Whereof

(CORPORATE SEAL)

the grantor has caused these presents to  
be executed in its name, and its corporate seal to be hereunto affixed, by its  
proper officers thereunto duly authorized, the day and year first above written.

JACK WHEELER  
COUNTY CLERK

ATTEST: *N.R. Bacon*  
Port Director

PORT EVERGLADES AUTHORITY

Signed, sealed and delivered in the presence of:

*Madelyn M. Murray*

By: *Jack Wheeler*  
Chairman

Approved as to correctness and terms  
Linwood Cabot, Port Attorney

STATE OF FLORIDA  
COUNTY OF BROWARD

I HEREBY CERTIFY that on the 5th day of June, 1973, the within described instrument was duly recorded in the State and County records to which same are referable,  
personally appeared JACK O. BEHRINGER, Chairman, and N. R. BACON, Port  
Director

and known to me to be the said corporate officials  
of the corporation named as grantor  
in the foregoing deed, and that they personally acknowledged same to me in the presence of me, a notary public, and voluntarily  
and without any fraud or undue influence, and that the seal of said county is hereunto duly affixed, and of said corporation.

WITNESS my hand and official seal to the County and State seal above written.  
A. D. 19 73

Return to:  
W. R. Caldwell, Jr., City Attorney  
City of Fort Lauderdale  
Post Office Box 1181  
Fort Lauderdale, Florida 33302

NOTARY PUBLIC  
STATE OF FLORIDA AT LARGE  
BY COMMISSION EXPIRES MARCH 24, 1975

SEP 19 AM 11:40

SEP 5 4 41 AM

*file*  
*Return to REO!*

Company File No. FM761197  
Agent File No. None

COMMONWEALTH LAND TITLE INSURANCE COMPANY  
PLAT TITLE CERTIFICATION

TO: BROWARD COUNTY BOARD  
OF COUNTY COMMISSIONERS  
BROWARD COUNTY, FLORIDA.

RE: PROPOSED PLAT OF "SNYDER PARK"  
LAND DESCRIBED ON SCHEDULE "A"

CERTIFICATION: IN ACCORDANCE WITH CHAPTER 177.041 FLORIDA STATUTES THE UNDERSIGNED ABTRACTOR HEREBY CERTIFIES THAT RECORD TITLE TO THE LAND AS DESCRIBED AND SHOWN ON SCHEDULE "A" IS IN THE NAME OF THE PERSON, PERSONS, CORPORATION, OR ENTITY AS IT IS SHOWN TO WIT:

CITY OF FORT LAUDERDALE, BY VIRTUE OF A WARRANTY DEED RECORDED REGISTRY NO. 68866, WARRANTY DEED IN DEED BOOK BOOK 792-57, WARRANTY DEED IN DEED BOOK 792-59, WARRANTY DEED IN O.R. 3801-572, SPECIAL WARRANTY DEED IN O.R. 3371-954, SPECIAL WARRANTY DEED IN O.R. 5444-410, WARRANTY DEED IN O.R. 7358-499, AND WARRANTY DEED RECORDED IN O.R. 7358-500. OF THE PUBLIC RECORDS OF BROWARD COUTNY, FLORIDA.

SUBJECT TO THE FOLLOWING MORTGAGES:

1. THERE ARE NO MORTGAGES NOT SATISFIED OR RELEASED OF RECORD NOR OTHERWISE TERMINATED BY LAW.

DATED: THE 22ND DAY OF MAY, 1997 AT 6:00 A.M.