

## **ENCROACHMENT AGREEMENT**

THIS ENCROACHMENT AGREEMENT is entered into this \_\_\_\_ day of \_\_\_\_\_, 2024, by and between:

**CITY OF FORT LAUDERDALE**, a Florida municipal corporation whose address is 100 North Andrews Avenue, Fort Lauderdale, FL 33301 (hereinafter, "CITY" )

And

**CHEVALIER ENTERPRISES, LLC, a Florida limited liability company**, whose post office address is 9655 S. Dixie Highway, Suite 300, Miami, FL 33156 (hereinafter, "OWNER") (The OWNER" shall include the successors and assigns of Chevalier Enterprises, LLC)

### RECITALS:

A. OWNER owns the following real property located situate and being in the City of Fort Lauderdale, Broward County, State of Florida and described as follows:

Lots 9, 10 and 11, in Block 3 of POWERLINE INDUSTRIAL MALL, according to the Plat thereof, as recorded in Plat Book 58, Page 27 of the Public Records of Broward County Florida.

Street Address: 764-778 N.W. 57<sup>th</sup> Court, , Fort Lauderdale, FL 33309  
Tax Folio No: 4942 10 11 0310

(hereinafter, "Property")

Attached hereto as **Exhibit "A"** is a Survey of the above-described Property.

B. The improvements on the Property have been constructed in such a manner as to create encroachments into the platted rights-of-way as follows;

- a. The Northeast quadrant of the Property at the intersection of the East/West N.W. 57<sup>th</sup> Court and the North/South N.W. 57<sup>th</sup> Court. A Special Purpose Survey of the encroachment is attached hereto as **Exhibit "B"** showing an encroachment of 37 square feet. ("NE Encroachment Area")
- b. The Southeast quadrant of the Property at the intersection of the North/South N.W. 57<sup>th</sup> Court and the East/West alley. A Special Purpose Survey of the encroachment is attached hereto as **Exhibit "C"** showing an encroachment of 60 square feet. ("SE Encroachment Area")

C. The Encroaching Improvements were initially built through a building permit issued by Broward County at a period when the Property was in unincorporated Broward County. The building permit was issued in error.

D. The nature of the business being conducted on the Property is a master distributor of Printing Consumables. There are no hazardous materials contained within the Encroaching Improvements. The Encroaching Improvements consist of bricks and mortar construction and the interior areas within the Encroaching Improvements are used for warehouse storage of Synthetic Papers, Specialty Papers and Files for various printing processes

E. OWNER has requested the CITY grant an Encroachment Agreement to permit the Encroaching Improvements to remain encroaching into the public right-of-way as such Encroaching Improvements currently exist, which would constitute an encroachment upon public property, which the CITY is willing to permit, pursuant to CITY Code § 25-6, until such time (i) as the Encroaching Improvements within the NE & SE Encroaching Areas are destroyed, demolished or removed or (ii) a vacating ordinance is (a) duly adopted by the CITY Commission, vacating the NE Encroachment Area and the SE Encroachment Area and (b) is recorded in the Public Records of Broward.

F. The City Commission, on September 3, 2024, authorized execution of this Encroachment Agreement by the proper City officials on behalf of the CITY.

G. The parties agree that the covenants herein shall be deemed covenants running with the Property and binding on the OWNER, its successors and assigns.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, and other good and valuable considerations, the adequacy and receipt of which are hereby acknowledged, City and OWNER agree as follows:

**1. Recitals.** The parties acknowledge that the foregoing Recitals are true and correct, and incorporated herein by reference.

**2. Authorize Encroachment Agreement; Effective Date.** By authorizing execution hereof by the proper City Officials, CITY grants OWNER a revocable license to permit the Encroaching Improvements, pursuant to CITY Code §25-6, to encroach as referenced above in Paragraphs B (a) and (b) and Paragraph D hereof, subject to the conditions hereinafter set forth. The effective date of this Encroachment Agreement shall be when it is fully executed by the parties hereto and recorded in the Public Records of Broward County, Florida, at the expense of OWNER and a copy of the recorded Encroachment Agreement is furnished to the CITY'S City Manager and City Attorney.

**3. No Property or Contract Right.** OWNER expressly acknowledges that pursuant to the terms hereof, it gains no property or contract right through this Encroachment Agreement to the continued possession, use, operation and maintenance of the Encroaching Improvements within the Encroachment Areas.

**4. Repairs and Maintenance.** OWNER shall not commit or suffer waste or injury to the Encroachment Areas, or the use, operation and maintenance of the Encroaching Improvements maintained therein. OWNER shall, at its own cost and expense, at all times during the term of this Encroachment Agreement cause the Encroachment Areas and Encroaching Improvements to be safely and securely maintained, kept in good condition, repair, clean, and free of rubbish and other hazards. OWNER further covenants and agrees during the term of this Encroachment Agreement, to make or cause to be made any and all repairs or replacements, ordinary or extraordinary, structural or otherwise, necessary to maintain the Encroachment Areas in its original condition at the time of the commencement of this Encroachment Agreement and to similarly maintain the Encroaching Improvements as originally installed or constructed prior to the term of this Encroachment Agreement. The Land Development Manager/City Engineer or designee shall approve all repairs and replacements within the Encroachment Areas and Encroachment Improvements. When making such repairs, replacements and maintenance OWNER shall comply with all laws, ordinances, codes, regulations and State and CITY Engineering standards then in effect; provided, however, that OWNER shall only be responsible to make such repairs and replacements necessary to return the Encroachment Areas to the original condition at the time of commencement of this Encroachment Agreement. The Encroachment Areas and Encroachment Improvements shall be maintained in a neat and orderly appearance at all times.

**5. Indemnity.**

5.1 OWNER, for itself and its successors and assigns, shall protect, defend, indemnify and hold harmless the CITY, its officers, employees and agents from and against any and all lawsuits, penalties, damages, settlements, judgments, decrees, costs, charges and other expenses including attorney's fees or liabilities of every kind, nature or degree arising out of or in connection with the rights, responsibilities and obligations of OWNER under this Encroachment Agreement (collectively, "Claims"), conditions contained therein, the location, construction, repair, removal, demolition, maintenance, use or occupancy of the Encroaching Improvements and Encroachment Areas, or the breach or default by OWNER of any covenant or provision of this Encroachment Agreement, except for any occurrence arising out of or resulting from the intentional torts or gross negligence of the CITY employees acting within the course and scope of their employment. Without limiting the foregoing, any and all such claims, suits, causes of action relating to personal injury, death, damage to property, defects in construction, rehabilitation, operation, maintenance, repair or restoration of the Encroachment Improvements or Encroachment Areas, alleged infringement of any patents, trademarks, copyrights or of any other tangible or intangible personal or real property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation or decree of any court, is included in the indemnity.

5.2 OWNER, for itself and its successors and assigns, further agrees to investigate, handle, respond to, provide defense for, and defend any such Claims at its sole expense and agrees to bear all other costs and expenses related thereto even if the Claim is groundless, false or fraudulent and if called upon by the CITY, OWNER shall assume and defend not only itself but also the CITY in connection with any Claims and any such defense shall be at no cost or expense whatsoever to CITY, provided that the CITY (exercisable by the CITY's Risk Manager) shall retain the right to select counsel of its own

choosing. The indemnification obligations set forth herein shall survive termination of this Encroachment Agreement for a period time coincident with the statute of limitations period applicable to an offending act, omission or default occurring prior to the completed removal and demolition of Encroaching Improvements as set forth in Section 11 hereof.

**6. Insurance.** At all times during the term of this Encroachment Agreement, OWNER, for itself and its successors and assigns, shall keep or cause to be kept in effect the following insurance coverages at its expense:

6.1 A general liability insurance policy, in standard form, insuring OWNER and CITY as an additional insured, against any and all liability for bodily injury or property damage arising out of or in connection with this Encroachment Agreement and the performance of obligations thereunder and the Encroaching Improvements and the permit granted herein with a policy limit of not less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) general aggregate. All such policies shall cover the Encroaching Improvements and the possession, use, occupancy and maintenance of the Encroachment Areas. This policy shall not be affected by any other insurance carried by CITY.

6.2 Workers' Compensation Insurance to apply to all OWNER's employees and employees of contractors retained by OWNER for maintenance, repair, demolition and removal of the Encroaching Improvements pursuant to the terms and conditions of this Encroachment Agreement, said coverage to be in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws. In addition, the policy(ies) shall include Employers Liability with a limit of Five Hundred Thousand Dollars (\$100,000.00) for each accident.

6.3 All of the policies of insurance provided for in this Encroachment Agreement:

6.3.1 shall be in the form and substance approved by the Florida Office of Insurance Regulation ("FLOIR),

6.3.2 shall be issued only by companies licensed by FLOIR,

6.3.3 Certificates of Insurance pertaining to same shall be delivered to CITY, at least fourteen (14) days prior to the commencement of the License Term,

6.3.4 shall be with a carrier having an A Best's Rating of not less than A, Class VII,

6.3.5 shall bear endorsements showing the receipt by the respective companies of the premiums thereon or shall be accompanied by other evidence of payment of such premiums to the insurance companies, including evidence of current annual payment, if on any installment payment basis, and

6.3.6 shall provide that they may not be canceled by the insurer for ten (10) days after service of notice of the proposed cancellation upon CITY and shall not be invalidated as to the interest of CITY by any act, omission or neglect of OWNER.

6.4 The insurance coverage under subparagraphs (6.1) and (6.2) above shall be for a period coincident with the applicable indemnification obligations set forth above.

6.5 All insurance policies shall be renewed by OWNER, and certificates evidencing such renewals, bearing endorsements or accompanied by other evidence of the receipt by the respective insurance companies of the premiums thereon, shall be delivered to CITY, at least fourteen (14) days prior to their respective expiration dates.

6.6 CITY does not in any way represent that the types and amounts of insurance required hereunder are sufficient or adequate to protect OWNER or OWNER's Contractor's interests or liabilities but are merely minimum requirements established by CITY's Risk Management Division. CITY reserves the right to require any other insurance coverages or increased coverage that CITY deems necessary depending upon the risk of loss and exposure to liability.

**7. Special Exception.** It is agreed that revocable license to permit granted under this Encroachment Agreement is granted to OWNER for OWNER's benefit, is a special exception to the CITY's general policy and it is stipulated between the parties that this Encroachment Agreement shall be construed most strictly in favor of the CITY and against OWNER.

**8. Emergencies.** If an emergency situation arises with respect to the Encroachment Areas or any condition thereof presents an imminent threat to the health or safety of persons or property, as determined by the City Manager, the CITY shall make reasonable efforts to provide telephone notice to the OWNER. If, following that notice, OWNER fails to take timely action to correct the emergency situation, and allowing the emergency situation to continue would pose an imminent threat to health or safety to persons or property, CITY may undertake such limited actions as are necessary, exclusive of partial or complete demolition of the Encroaching Improvements, to eliminate the emergency; and CITY shall be entitled to recover its reasonable costs of cure from OWNER in accordance with provisions hereof. For the purposes of this Paragraph, OWNER's Contact Person shall be Jefferson Knight; cell phone number: (305) 606-8722; e-mail address: [knightlaw@mac.com](mailto:knightlaw@mac.com); and address: 9655 South Dixie Highway, Suite 300, Miami, FL 33156. As an alternate contact, please contact Rebekah Ramirez, office telephone number (410) 591-6453, e-mail address: [RebekahKnightLawFirm@gmail.com](mailto:RebekahKnightLawFirm@gmail.com) and address is 10110 West Bay Harbor Drive, Unit 3, Bay Harbor Islands, FL 33154. In the event the OWNER's Contact Person or Alternate Contact Person or any other information pertaining to the OWNER's Contact Person or Alternate Contact Person shall change, such change shall be provided to the CITY Engineer.

**9. Damage to Public Property.** In the event the use, operation, construction, demolition or reconstruction of the Encroaching Improvements or Encroachment Area cause(s) any damage whatsoever to any other public property, then OWNER, its successors and assigns, shall be responsible for the cost of repair and shall, at CITY'S option, make said repairs or reimburse CITY for the cost of same.

**10. Liens Against the Encroachment Areas.** OWNER shall have no power or authority to incur any indebtedness giving a right to a lien of any kind or character upon the right, title or interest of CITY in and to the Encroachment Areas, and no person shall ever be entitled to any lien, directly or indirectly derived through or under the OWNER, its successors and assigns, or its agents, servants, employees, contractors or officers or on account of any act or omission of said OWNER as to the Encroaching Improvements within the Encroaching Areas. All persons contracting with the OWNER, or furnishing materials, labor or services to said OWNER, or to its agents or servants, as well as all persons shall be bound by this provision of this Encroachment Agreement. Should any such lien be filed, OWNER shall discharge the same within thirty (30) days thereafter, by paying the same or by filing a bond, or otherwise, as permitted by law. OWNER shall not be deemed to be the agent of CITY, so as to confer upon a laborer bestowing labor upon or within the Encroachment Areas, or upon materialmen who furnish material incorporated in the construction and improvements upon the foregoing, a construction lien pursuant to Chapter 713, Florida Statutes or an equitable lien upon the CITY's right, title or interest in and to the Encroachment Area. These provisions shall be deemed a notice under Section 713.10(1), Florida Statutes of the "non-liability" of the CITY.

**11. Removal.** Except as may otherwise be expressly provided herein, unless termination of this Agreement is by way of vacating the Encroachment Areas pursuant to Section 21.7 hereof, OWNER shall remove and demolish all Encroaching Improvements constructed within the Encroachment Area and any components thereof, exclusive of public utilities facilities constructed and installed, upon revocation or termination of the revocable license to permit the Encroaching Improvements and upon demand of CITY for removal of such Encroaching Improvements, and OWNER shall restore the Encroachment Areas to the condition(s) that existed prior to OWNER's installation of any such Encroaching Improvements within the Encroachment Areas. Such removal shall be at OWNER's sole cost and expense.

**12. Damage and Destruction.** OWNER shall not by its possession, use, occupancy, operation, maintenance or repair of the Encroachment Area, suffer or permit any damage to the Encroachment Areas or to the adjacent real property or public rights-of-way. If during the term of this Encroachment Agreement the structures, improvements, fixtures or personalty within the Encroachment Areas shall be damaged, destroyed or deteriorated in whole or in part by fire, casualty, obsolescence, failure to maintain or any other cause, and whether or not such destruction or damage is covered by any insurance policy relating to the Encroaching Improvements, OWNER shall give to CITY immediate notice thereof, and OWNER shall repair the damage, destruction or deterioration.

**13. Encroachment Revocable License to Permit, not Lease.** It is acknowledged and stipulated by and between the parties hereto that the revocable license to permit the Encroachments Improvements within this Encroachment Agreement shall not be deemed a lease of the Encroachment Areas by CITY but rather a terminable or revocable license to permit the encroachments granted pursuant to CITY Code § 25-6 to OWNER by CITY for the nonexclusive possession, use, occupancy, operation, maintenance and repair of the Encroachment Areas for the possession, use, occupancy, maintenance and repair of the Encroaching Improvements under the terms and conditions stated herein, such terms and conditions including termination of the Encroachment Agreement in the manner set forth herein.

**14. Requirement for Notice.** OWNER shall give CITY prompt written notice of any accidents on, in, over, within, under and above the Encroachment Areas in which damage to property or injury to a person occurs.

**15. Notices.**

(a) Except as provided in subparagraph (c) below, whenever it is provided herein that notice, demand, request or other communication shall or may be given to, or served upon, either of the parties by the other, or either of the parties shall desire to give or serve upon the other any notice, demand, request or other communication with respect hereto or with respect to any matter set forth in this Encroachment Agreement, each such notice, demand, request or other communication shall be in writing and any law or statute to the contrary notwithstanding shall not be effective for any purpose unless the same shall be given by mailing the same by registered or certified mail, by United States Postal Service, postage prepaid, return receipt requested, addressed to the party at the address set forth below, or at such other address or addresses and to such other person or firm as CITY may from time to time designate by notice as herein provided or by private delivery service that are regularly engaged in the delivery of documents which provides proof of mailing or shipping and proof of delivery.

(b) All notices, demands, requests or other communications hereunder shall be deemed to have been given or served for all purposes hereunder forty-eight (48) hours after the time that the same shall be deposited in the United States Postal Service, postage prepaid or by private delivery service as outlined in subparagraph (a) above; in the manner aforesaid, provided, however, that for any distance in excess of five hundred (500) miles, air mail service or Federal Express or similar carrier shall be utilized, if available.

AS TO CITY:

CITY Manager  
CITY of Fort Lauderdale  
101 N.E. 3<sup>rd</sup> Avenue  
Fort Lauderdale, FL 33301

With copy to:

CITY Attorney  
CITY of Fort Lauderdale  
One East Broward, Suite 1320  
Fort Lauderdale, FL 33301

AS TO OWNER:

Chevalier Enterprises, LLC  
9655 S. Dixie Highway, Suite 300  
Miami, FL 33156  
Attn: Jefferson Knight, Manager

(c) As to activities under Paragraph 8, Emergencies, notice need not be given in accordance with subparagraph (a) above, but notice shall be sufficient if given to the Contact Person pursuant to Paragraph 8, Emergencies.

**16. Interpretation of Encroachment Agreement; Severability.** This Encroachment Agreement shall be construed in accordance with the laws of the State of Florida. If any provision hereof, or its application to any person or situation, is deemed invalid or unenforceable for any reason and to any extent, the remainder of this Encroachment Agreement, or the application of the remainder of the provisions, shall not be affected. Rather, this Encroachment Agreement is to be enforced to the extent permitted by law. The captions, headings and title of this Encroachment Agreement are solely for convenience of reference and are not to affect its interpretation. Each covenant, term, condition, obligation or other provision of the Encroachment Agreement is to be construed as a separate and independent covenant of the party who is bound by or who undertakes it, and each is independent of any other provision of this License, unless otherwise expressly provided. The terms and words used in this Encroachment Agreement, regardless of the number or gender in which they are used, are deemed to include any other number and other gender as the context requires.

**17. Successors.** This Encroachment Agreement shall be binding on and inure to the benefit of the parties, their successors and assigns.

**18. No Third-Party Beneficiaries.** The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Encroachment Agreement. None of the parties intend to directly or substantially benefit a third party by this Encroachment Agreement. The parties agree that there are no third-party beneficiaries to this Encroachment Agreement and that no third party shall be entitled to assert a claim against any of the parties based on this Encroachment Agreement. Nothing herein shall be construed as consent by any agency or political subdivision of the State of Florida to be sued by third parties in any manner arising out of any contract.

**19. Non-Discrimination.** OWNER shall not discriminate against any person in the performance of duties, responsibilities and obligations under this Encroachment Agreement because of race, age, religion, color, gender, national origin, marital status, disability or sexual orientation.

**20. Execution and Delivery of Agreement and Affidavit by OWNER.** This (i) Agreement shall be executed by OWNER and the (ii) Affidavit Pursuant to Fla. Stat. Sec. 787.06 (attached hereto as Exhibit "D") shall be executed by Jefferson Knight, as OWNER's Manager and authorized representative and delivered to Assistant City Attorney Robert B. Dunkel, One East Broward Blvd., Suite 1320, Fort Lauderdale, FL 33301 no later than ten (10) days prior to submission of this Agreement to the City Commission for authorization for the Agreement to be executed by the proper City Officials.

**21. Termination or Revocation.** In the event of emergency, CITY, exercisable by the CITY Manager, may terminate or revoke the revocable license to permit the Encroaching Improvements during the term hereof upon twenty-four (24) hours written notice to OWNER of such termination or revocation of the revocable license to permit the Encroaching Improvements.

21.1. In the event that the revocable license to permit the Encroaching Improvements to remain within the Encroachment Areas or the actions of the OWNER, its successors or assigns, or any of its agents, servants, employees, guests or invitees of the



agents, servants, employees, guest or invitees of any of OWNER's contractors, subcontractors, independent contractors shall ever conflict with a superior municipal interest of the CITY or public, as determined by the CITY's City Manager or designee, then, in that event, the revocable license to permit the Encroaching Improvements to remain within the Encroachment Areas shall be terminable at the will of CITY upon twenty-four (24) hours advance written notice to OWNER.

21.2 In the event emergent conditions arise within the Encroachment Areas that present an imminent threat to the health, safety or welfare of persons or property this Encroachment Agreement may be terminated or revoked by action of the CITY's City Manager or designee and the Encroaching Improvements within the Encroachment Areas shall be forthwith completely removed, demolished or destroyed by OWNER.

21.3 Except as provided in Section 21.2 hereof, in the event such Encroaching Improvements are not completely removed, demolished or destroyed within 180 days of receiving notice thereof pursuant to Section 8, Emergencies, hereof, OWNER agrees to pay a fine of \$1,000.00 per day for each and every day the Encroaching Improvements remain beyond the 180 days from the date notice of termination or revocation is given. OWNER shall pay to CITY the fines as they accrue within sixty (60) days following written demand for payment thereof. Interest shall accrue on the unpaid amount at the rate of twelve percent (12%) per annum, compounded monthly, but in no event shall interest exceed the highest amount allowed by Florida law.

21.4. If OWNER does not make the payments required herein within the sixty (60) day period set forth in Section 21.3, then CITY shall have a right to record a Claim of Lien upon the Property, which lien may be for the total amount of the fines resulting from the provisions of Section 21.3 hereof. The Lien shall be effective upon the recording of a Claim of Lien in the Public Records of Broward County, Florida, which Claim of lien shall state all amounts due and owing to CITY.

21.5. The Claim of Lien may be foreclosed by CITY in the same manner as provided by law for foreclosure of mortgage liens. The Lien shall continue until payment to CITY of the amounts set forth in the Lien (at which time CITY shall record a satisfaction of such lien). In addition to the Lien, CITY shall have all other rights and remedies granted to it at law or in equity for OWNER's failure to pay the fines owed or reimburse CITY for curative actions taken by CITY. OWNER shall be entitled to pursue all legal and equitable remedies to contest the amount or existence of any such lien.

21.6 The provisions of Sections 21.2 through 21.5 shall survive termination or revocation of the revocable license to permit the Encroaching Improvements.

21.7 Anything herein to the contrary notwithstanding, this Encroachment Agreement shall terminate upon (i) adoption by the City Commission of an ordinance vacating the Encroachment Areas and (ii) recordation of the vacating ordinance in the Public Records of Broward County, Florida; provided, however, in the event that the accrued fines and Claims of Lien under Sections 21.3 through 21.5 have not been liquidated and paid to the CITY, then the obligations of Section 21.3 through 21.5 shall survive

termination of the Encroachment Agreement; and provided, further, the indemnifications provisions of Section 5 shall survive termination of this Encroachment Agreement for a period time coincident with the statute of limitations period applicable to an offending act, omission or default occurring prior to the completed removal and demolition of Encroaching Improvements as set forth in Section 11 hereof.

**22. Records.** Each party shall maintain its own respective records and documents associated with this Encroachment Agreement in accordance with the records retention requirements applicable to public records. Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Chapter 119, Florida Statutes, as same may be amended from time to time and any resultant award of attorney's fees for non-compliance with that law.

The OWNER and all contractors or subcontractors (the "Contractor") engaging in services in connection with construction, operation and/or maintenance of the Property shall:

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the CITY in order to perform the services rendered.
- (b) Upon request from City's custodian of public records, provide CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2024), as may be amended or revised, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law and as to OWNER for the duration of this Agreement and as to Contractor's for the duration of the contract term and following completion of said contract if Contractor does not transfer the records to CITY.
- (d) Upon completion of said construction, operation or maintenance of the Property, transfer, at no cost, to CITY all public records in possession of OWNER or Contractor or keep and maintain public records required by CITY to perform the service. If Contractor transfers all public records to C upon completion of the construction, operation or maintenance of the Property, OWNER and Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If OWNER or Contractor keeps and maintains public records upon completion of construction, operation or maintenance of the Property, OWNER and Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to CITY, upon request from CITY's custodian of public records, in a format that is compatible with the information technology systems of City.

**If OWNER or any Contractor has questions regarding the application of Chapter 119, Florida Statutes, or OWNER's or Contractor's duty to provide**

public records relating to its contract, contact the CITY's custodian of public records by telephone at 954-828-5002 or by e-mail at PRRCONTRACT@FORTLAUDERDALE.GOV or by mail at 100 North Andrews Avenue, Fort Lauderdale, FL 33301 Attention: Custodian of Public Records.

**23. Cost Recovery and Fees.**

**23.1 Annual Inspection Fees.** OWNER agrees to pay to CITY for each year of the term of this Encroachment Agreement commencing with the Effective Date hereof and continuing annually on the first day of January of each year thereafter, an annual inspection fee to be determined by the CITY's City Manager or designee which such fee shall be based on the CITY's reasonable projected cost of periodically inspecting the Encroaching Improvements within the Encroaching Areas for compliance with the terms and conditions set forth in this Encroachment Agreement over the then applicable portion of the current fiscal year (October 1<sup>st</sup> through September 30<sup>th</sup>).

**23.2. Recovery of Additional Costs of Administration.** In addition to the annual inspection fees set forth above, OWNER shall also be obligated to pay additional fees to the CITY amounting to the recovery of reasonable costs incurred by CITY in the administration, monitoring and enforcement of this Encroachment Agreement.

**23.3 Rendition of Statement.** Upon the CITY providing a Statement of fees and/or costs to OWNER pursuant to Sections 23.1 and 23.2 hereof, OWNER shall pay CITY within thirty (30) days of the date of providing such Statement to OWNER the amounts owed in accordance with the Statement. The Statement shall provide sufficient detail as to the nature of the cost, services rendered, inclusive dates services rendered, time consumed and cost relating thereto. For each month beyond thirty (30) days from rendition of the Statement to OWNER for which the fee remains unpaid, interest shall accrue on the unpaid amount at the rate of twelve percent (12%) per annum, compounded monthly, but in no event shall interest exceed the highest amount allowed by Florida law. If a dispute arises as to the fees owed CITY under the Statement, and such dispute is not resolved within ninety (90) days after the date of rendition of the Statement, OWNER shall pay the undisputed amount and shall provide CITY with a bond or other security acceptable to the CITY's City Manager or designee for the disputed amount pending a resolution of the dispute by negotiation or litigation. In addition to any other remedies available to CITY, CITY shall be entitled to recover from OWNER all costs of collection, including reasonable attorneys' fees and court costs incurred at all tribunal and appellate levels, provided CITY ultimately prevails.

**24. Entire Agreement.** 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 Encroachment 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.

**25. Preparation of Agreement.** The parties acknowledge that they have sought and obtained 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 License Agreement has been their joint effort.

**26. Waiver.** The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Encroachment Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Encroachment Agreement shall not be deemed a waiver of such provision or modification of this License. A waiver of any breach of a provision of this Encroachment 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 Encroachment Agreement.

**27. Governing Law.** This Encroachment Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Encroachment Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida or the United States District Court, Southern District, Florida. To that end, OWNER expressly waives whatever other privilege to venue it may otherwise have.

**28. Force Majeure.** Neither party shall be obligated to perform any duty, requirement or obligation under this Encroachment Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds alone on the part of OWNER be deemed Force Majeure.

**29. Recording.** The effectiveness of this Encroachment Agreement is conditioned upon recordation of the Encroachment Agreement in the Public Records of Broward County, Florida. OWNER shall record the Encroachment Agreement at its sole cost and expense. A copy of the recorded Encroachment Agreement shall be provided by OWNER to the CITY'S City Manager, City Attorney and City Clerk.

**30. Enforcement.** In the event of interpretation or enforcement of this Agreement is necessary, the City shall be entitled to recover reasonable costs and fees, including reasonable attorney's fees through appellate proceedings and bankruptcy.

**31. Sovereign Immunity.** Nothing herein shall be deemed a waiver of sovereign immunity in favor of the City, whether at common law or pursuant to F.S. Section 768.28 (2024), as amended.

**[The remainder of this page is blank]**

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

WITNESSES:

**CHEVALIER ENTERPRISES, LLC**, a Florida  
limited liability company

\_\_\_\_\_

\_\_\_\_\_  
Type or print name

By: \_\_\_\_\_

Name: Jefferson Knight

\_\_\_\_\_

Title: Manager

\_\_\_\_\_  
Type or print name

STATE OF FLORIDA:

COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2024, by Jefferson Knight as Manager of the CHEVALIER ENTERPRISES, LLC, a Florida limited liability company on behalf of CHEVALIER ENTERPRISES, LLC. He is ☐ personally known or ☐ has produced identification \_\_\_\_\_.

\_\_\_\_\_  
Notary Public signature

(Seal)

\_\_\_\_\_  
Name Typed, Printed or Stamped

**CITY OF FORT LAUDERDALE, A  
MUNICIPAL CORPORATION OF THE  
STATE OF FLORIDA**

WITNESSES:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
[Witness type or print name]

By: \_\_\_\_\_  
Dean J. Trantalis, Mayor

\_\_\_\_\_  
Signature

\_\_\_\_\_  
[Witness type or print name]

By: \_\_\_\_\_  
Susan Grant, Acting City Manager

ATTEST:

\_\_\_\_\_  
David R. Soloman, City Clerk

Approved as to form and correctness:

By: \_\_\_\_\_  
Thomas J. Ansbro, City Attorney

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2024, by DEAN J. TRANTALIS, Mayor of the City of Fort Lauderdale, a municipal corporation of Florida on behalf of the City of Fort Lauderdale. He is ☐ personally known or ☐ has produced identification \_\_\_\_\_.

(Seal)

\_\_\_\_\_  
Notary Public, State of Florida

\_\_\_\_\_  
Name of Notary Typed, Printed or Stamped

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2024, by Susan Grant, Acting City Manager of the City of Fort Lauderdale, a municipal corporation of Florida on behalf of the City of Fort Lauderdale. She is ☐ personally known or ☐ has produced identification \_\_\_\_\_.

(Seal)

\_\_\_\_\_  
Notary Public, State of Florida

\_\_\_\_\_  
Name of Notary Typed, Printed or Stamped

/Users/bobdunckel/Library/Mobile Documents/com~apple~CloudDocs/FTL FlashDrive Backup/CITY/DSD/764-778 NW 57  
Court/EncrAgr.v.6.rbd.redline.docx



CONTROL POINT ASSOCIATES, INC. ALL RIGHTS RESERVED.  
THIS DOCUMENT IS THE PROPERTY OF CONTROL POINT ASSOCIATES, INC. AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, WITHOUT THE WRITTEN PERMISSION OF CONTROL POINT ASSOCIATES, INC. IS PROHIBITED.

T:\Surveys\2024\15-240251-00-WeaverLawFirm-764-778NW57Ct-FL-Laud-FL-WB\DRAWINGS\15-240251-00.dwg, 6/12/2024 9:52:28 AM, \\flp01\Gestner MP W6700 P5

FLORIDA EAST STATE PLANE COORDINATE SYSTEM (NAD83)

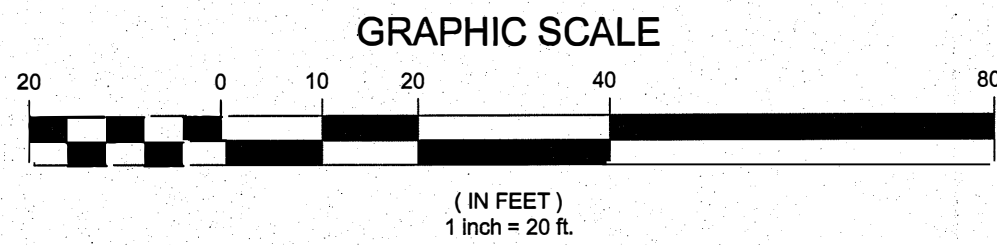
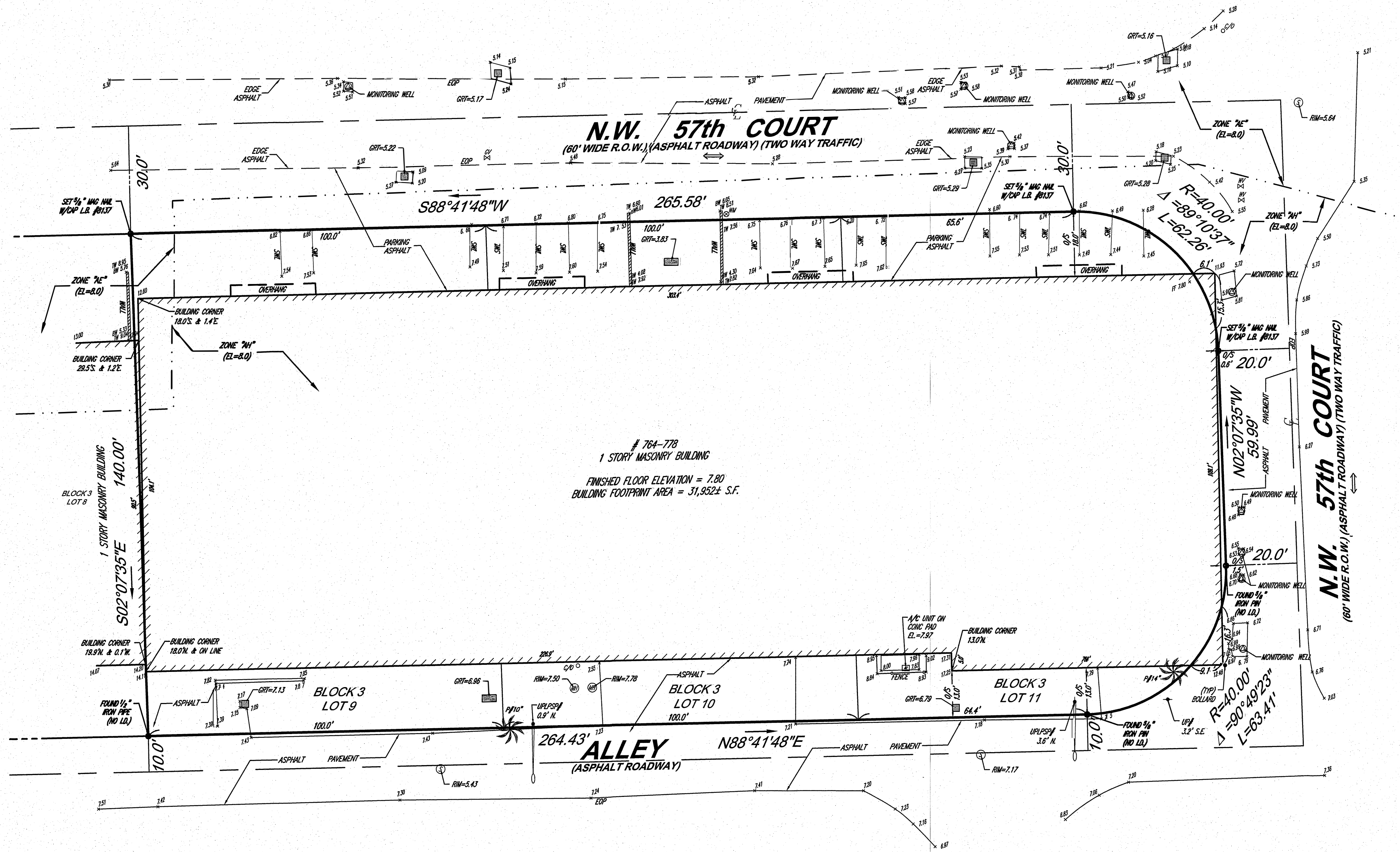
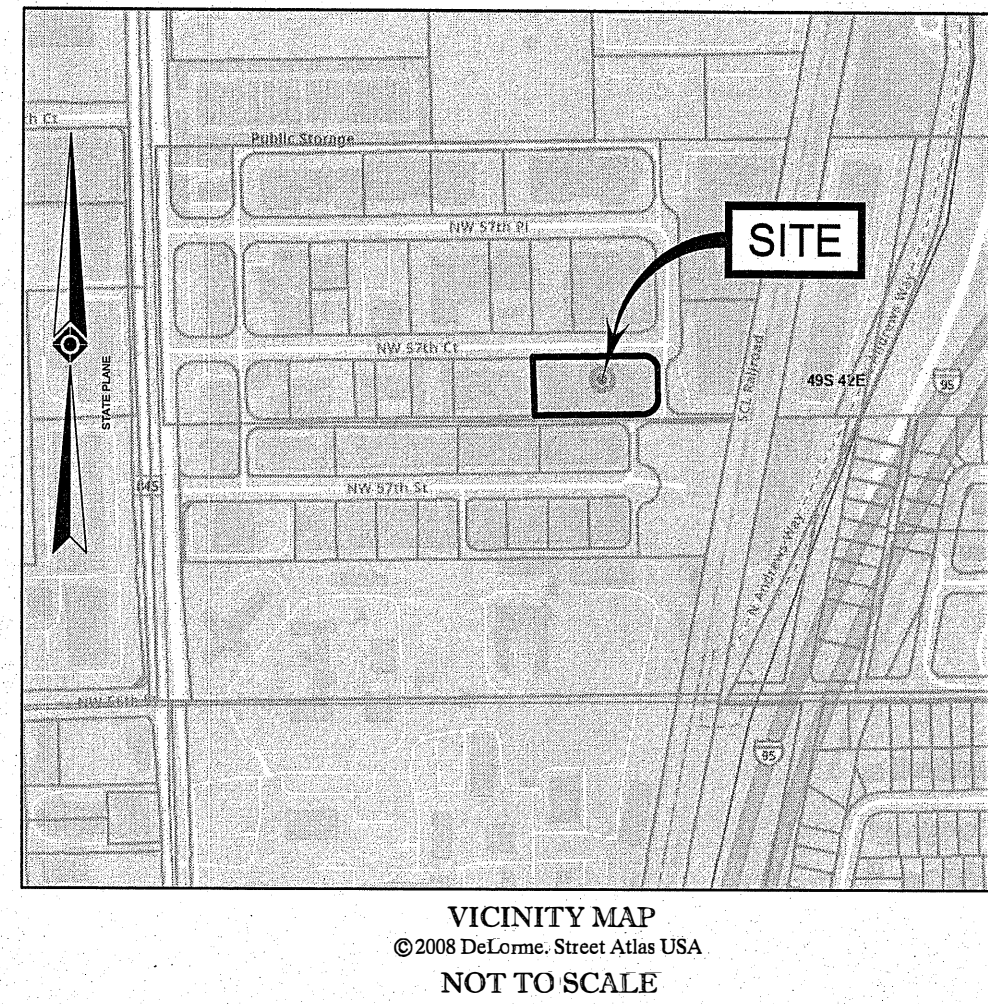


EXHIBIT A



- LEGEND
- EXISTING CONTOUR
  - EXISTING SPOT ELEVATION
  - EXIST. TOP OF CURB ELEVATION
  - EXIST. BOTTOM OF CURB ELEVATION
  - OVERHEAD WIRES
  - HYDRANT
  - WATER METER
  - WATER VALVE
  - ELECTRIC METER
  - GAS METER
  - GAS VALVE
  - DRAINAGE/STORM MANHOLE
  - UNKNOWN MANHOLE
  - SANITARY/SEWER MANHOLE
  - CATCH BASINS
  - CLEAN OUT
  - GUY WIRE
  - UTILITY POLE
  - UTILITY POLE/LIGHT POLE/SOLAR PANEL
  - BOLLARD
  - CENTRAL ANGLE (DELTA)
  - AIR CONDITIONING
  - ARC LENGTH
  - BR/PAVED COUNTY RECORDS
  - CENTERLINE OF RIGHT-OF-WAY
  - FENCE
  - DIAMETER
  - ELEV. OR EL.
  - EDGE OF CONC.
  - EDGE OF PAVEMENT
  - SOLID WHITE LINE
  - TYPICAL
  - SQUARE FEET
  - EVIDENCE FOUND
  - UNKNOWN TERMINUS
  - CHORD BEARING
  - CHORD
  - FINISHED FLOOR
  - GRATE ELEVATION
  - RADIUS
  - RIGHT-OF-WAY
  - RIM NAVD 88 (BOROUGH SEWER DATUM)
  - PALM TREE
  - WITH CONTROL POINT ASSOCIATES CAP
  - WITH MCLAUGHLIN ENGINEERING CO. CAP

#### SURVEY DESCRIPTION:

LOTS 9, 10, AND 11, BLOCK 3, POWERLINE INDUSTRIAL MALL, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 58, PAGE 27, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

SAID LANDS SITUATE, LYING AND BEING IN THE CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA AND CONTAINING 42,010 SQUARE FEET OR 0.9644 ACRES, MORE OR LESS.

#### NOTES:

- PROPERTY KNOWN AS LOTS 9, 10, & 11, BLOCK 3, POWERLINE INDUSTRIAL MALL, PLAT BOOK 58, PAGE 27, BROWARD COUNTY, FLORIDA.
- AREA= 42,010 SQUARE FEET OR 0.9644 ACRES, MORE OR LESS.
- UNDERGROUND UTILITIES HAVE NOT BEEN SHOWN. BEFORE ANY SITE EVALUATION, PREPARATION OF DESIGN DOCUMENTS OR EXCAVATION IS TO BEGIN, THE LOCATION OF UNDERGROUND UTILITIES SHOULD BE VERIFIED BY THE PROPER UTILITY COMPANIES.
- THIS PLAN IS BASED ON INFORMATION PROVIDED BY CLIENT, A SURVEY PREPARED IN THE FIELD BY CONTROL POINT ASSOCIATES FL, LLC, AND OTHER REFERENCE MATERIAL AS LISTED HEREON.
- THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT AND IS SUBJECT TO THE RESTRICTIONS, COVENANTS AND/OR EASEMENTS THAT MAY BE CONTAINED THEREIN.
- THIS PROPERTY LIES IN FLOOD ZONES "AE", ELEVATION=8.0, "AH", ELEVATION=8.0 PER FLOOD INSURANCE RATE MAP NO. 12011C0359 H, DATED AUGUST 18, 2014, COMMUNITY PANEL NO. 125105.
- THE EXISTENCE OF UNDERGROUND STORAGE TANKS, IF ANY, WAS NOT KNOWN AT THE TIME OF THE FIELD SURVEY.
- ELEVATIONS REFER TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88) BASED ON CITY OF FORT LAUDERDALE BENCH MARK # NW 641, ELEVATION= 8.428 (NAVD88).
- BEARINGS SHOWN HEREON REFER TO THE NORTH AMERICAN DATUM OF 1983 (NAD83), FLORIDA EAST ZONE (901), STATE PLANE COORDINATE SYSTEM, TRANSVERSE MERCATOR PROJECTION, AND REFERENCE THE SOUTH RIGHT-OF-WAY LINE OF N.W. 57th COURT AS S88°41'48"W
- THIS SURVEY MAP AND/OR REPORT OR THE COPIES HEREOF ARE NOT VALID WITHOUT THE RAISED IMPRESSION OR PDF OF DIGITAL SEAL OF A FLORIDA LICENSED SURVEYOR AND MAP PER. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTIES ARE PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.

#### REFERENCES:

- MAP ENTITLED "PLAT OF POWERLINE INDUSTRIAL MALL, PLAT BOOK 58, PAGE 27, BROWARD COUNTY, FLORIDA
- MAP ENTITLED "NATIONAL FLOOD INSURANCE PROGRAM, FIRM FLOOD INSURANCE RATE MAP NO. 12011C0359 H, DATED AUGUST 18, 2014, COMMUNITY PANEL NO. 125105.
- MCLAUGHLIN ENGINEERING CO. SURVEY U-2-72 DATED AUGUST 14th, 1975.

I HEREBY CERTIFY THAT THIS SURVEY HAS BEEN PERFORMED IN THE FIELD UNDER MY SUPERVISION, AND TO THE BEST OF MY KNOWLEDGE, BELIEF, AND INFORMATION, MEETS THE "STANDARDS OF PRACTICE" AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER SJ-17.05 FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

NOT VALID WITHOUT RAISED IMPRESSION OR PDF OF DIGITAL SEAL.

**GERALD A. MCLAUGHLIN**  
FLORIDA PROFESSIONAL SURVEYOR AND MAPPER #LS269  
FLORIDA CERTIFICATE OF AUTHORIZATION LB #8137

06-11-2024  
DATE

FIELD DATE 06-10-2024	BOUNDARY & LOCATION SURVEY	
FIELD BOOK NO. GPS	<b>WEAVER LAW FIRM</b>	
FIELD BOOK PG. N/A	764-778 N.W. 57th COURT BLOCK 3, LOTS 9, 10, & 11 CITY FORT LAUDERDALE, BROWARD COUNTY STATE OF FLORIDA	
FIELD CREW C.W./J.C.	 <b>CONTROL POINT ASSOCIATES FL, LLC</b> 1700 NW 64TH STREET, SUITE 400 FT. LAUDERDALE, FL 33309 954-763-7611 WWW.CPASTSURVEY.COM	
DRAWN: KT	APPROVED: PM/PLS	DATE 06-11-2024
REVIEWED: JST	SCALE 1" = 20'	FILE NO. 15-240251-00
		DWG. NO. 1 OF 1



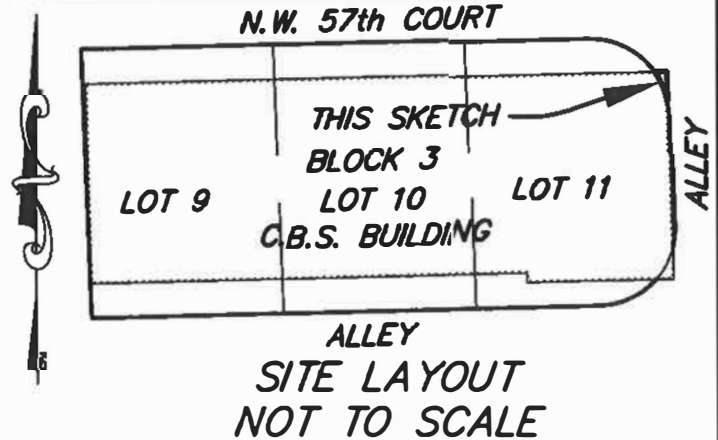


# CONTROL POINT ASSOCIATES, FL, LLC.

LB #8137

TRADITIONAL METHODS / MODERN APPROACHES  
1700 N.W. 64th STREET #400, FORT LAUDERDALE, FLORIDA 33309  
PHONE: (954) 763-7611 \* EMAIL: DDONAHOE@CPASURVEY.COM

## SKETCH AND DESCRIPTION NE CORNER BUILDING AREA 774-778 NW 57th COURT FORT LAUDERDALE, FL SHEET 1 OF 2 SHEETS



### LEGAL DESCRIPTION:

A portion of the right-of-way for N.W. 57th Court and 20-foot Alley, Northeasterly of Lot 11, Block 3, POWERLINE INDUSTRIAL MALL, according to the plat thereof, as recorded in Plat Book 58, Page 27, of the public records of Broward County, Florida, more fully described as follows:

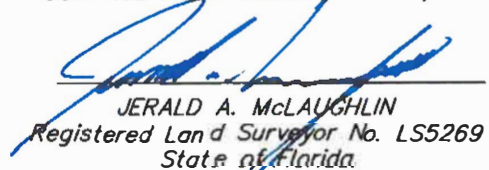
Commencing at the Northwest corner of said Lot 11; thence North  $88^{\circ}41'48''$  East, on the North line of said Lot 11, a distance of 65.58 feet to a point of curve; thence Southeasterly on the Northeasterly line of said Lot 11, being a curve to the right, with a radius of 40.00 feet, a central angle of  $56^{\circ}29'28''$ , an arc distance of 39.44 feet to the Point of Beginning; thence continuing Southeasterly on said Northeasterly line and on said curve to the right whose radius point bears South  $55^{\circ}11'16''$  West, with a radius of 40.00 feet, a central angle of  $23^{\circ}32'24''$ , an arc distance of 16.43 feet; thence North  $01^{\circ}19'28''$  West, on the East face of an existing C.B.S. Building, a distance of 15.16 feet; thence South  $88^{\circ}40'30''$  West, on the North face of said existing C.B.S. Building a distance of 6.04 feet to the Point of Beginning.

Said lands situate, lying and being in the City of Fort Lauderdale, Broward County, Florida and containing 37 square feet or 0.0008 acres more or less.

### CERTIFICATION

Certified Correct. Dated at Fort Lauderdale, Florida this 1st day of July, 2024.

CONTROL POINT ASSOCIATES FL, LLC.

  
JERALD A. McLAUGHLIN  
Registered Land Surveyor No. LS5269  
State of Florida

### NOTES:

- 1) This sketch reflects all easements and rights-of-way, as shown on above referenced record plot(s). The subject property was not abstracted for other easements, road reservations or rights-of-way of record by Control Point Associates, FL, LLC.
- 2) Legal description prepared by Control Point Associates, FL, LLC.
- 3) This drawing is not valid unless sealed with an appropriate surveyors seal.
- 4) THIS IS NOT A BOUNDARY SURVEY.
- 5) Bearings shown assume the South line of Lot 11, as North  $88^{\circ}41'48''$  East.

FIELD BOOK NO. \_\_\_\_\_

JOB ORDER NO. 15-240251-00 \_\_\_\_\_

DRAWN BY: JMMjr \_\_\_\_\_

CHECKED BY: \_\_\_\_\_

C: \JMMjr\2024\15-240251-00 (SKETCHES)

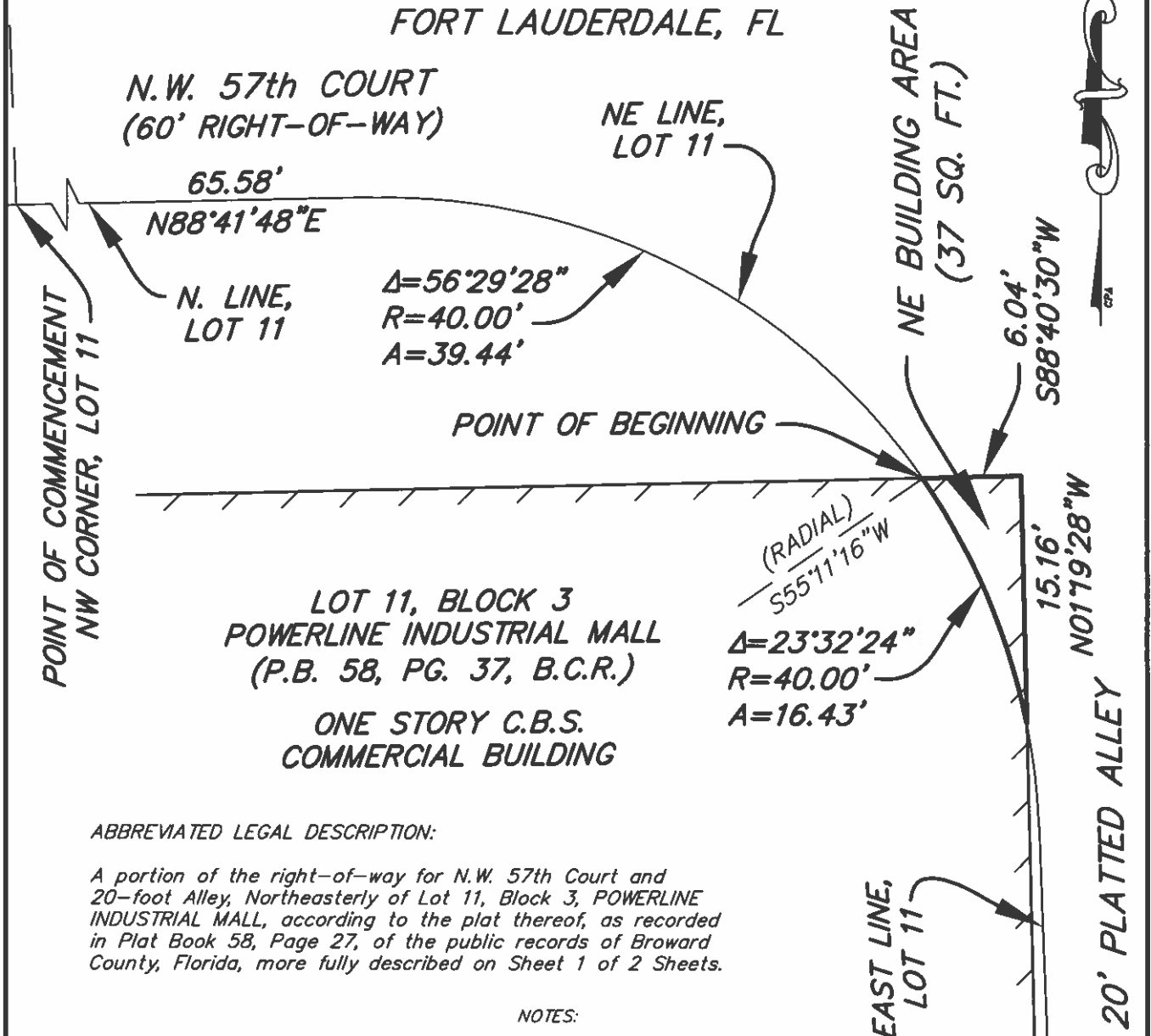


CONTROL POINT ASSOCIATES, FL, LLC.  
LB #8137

TRADITIONAL METHODS / MODERN APPROACHES  
1700 N.W. 64th STREET #400, FORT LAUDERDALE, FLORIDA 33309  
PHONE: (954) 763-7611 \* EMAIL: DDONAHOE@CPASURVEY.COM

SCALE 1" = 10'

SKETCH AND DESCRIPTION  
NE CORNER BUILDING AREA  
774-778 NW 57th COURT  
FORT LAUDERDALE, FL



ABBREVIATED LEGAL DESCRIPTION:

A portion of the right-of-way for N.W. 57th Court and 20-foot Alley, Northeasterly of Lot 11, Block 3, POWERLINE INDUSTRIAL MALL, according to the plat thereof, as recorded in Plat Book 58, Page 27, of the public records of Broward County, Florida, more fully described on Sheet 1 of 2 Sheets.

NOTES:

- 1) This sketch reflects all easements and rights-of-way, as shown on above referenced record plat(s). The subject property was not abstracted for other easements, road reservations or rights-of-way of record by Control Point Associates, FL, LLC.
- 2) Legal description prepared by Control Point Associates, FL, LLC.
- 3) This drawing is not valid unless sealed with an appropriate surveyors seal.
- 4) THIS IS NOT A BOUNDARY SURVEY.
- 5) Bearings shown assume the North line of Lot 11, as North 88°41'48" East.

LEGEND:

B.C.R. = BROWARD COUNTY  
RECORDS  
P.B. = PLAT BOOK  
PG. = PAGE

FIELD BOOK NO. \_\_\_\_\_

DRAWN BY: JMMjr

JOB ORDER NO. 15-240251-00

CHECKED BY: \_\_\_\_\_

C: \JMMjr\2024\15-240251-00 (SKETCHES)

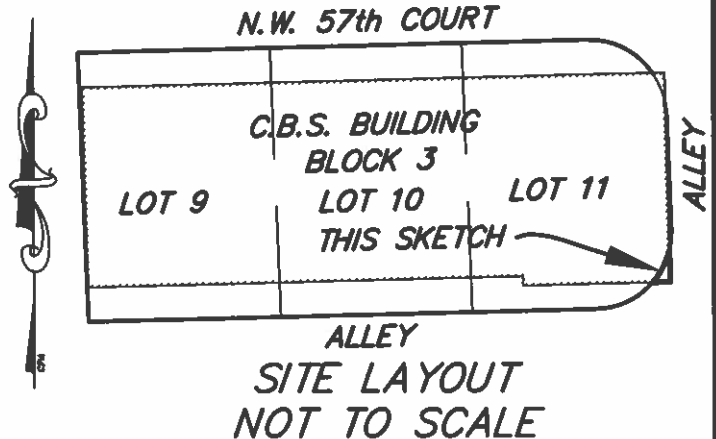


**CONTROL POINT ASSOCIATES, FL, LLC.**  
**LB #8137**

**EXHIBIT C**

TRADITIONAL METHODS | MODERN APPROACHES  
1700 N.W. 64th STREET #400, FORT LAUDERDALE, FLORIDA 33309  
PHONE: (954) 763-7611 \* EMAIL: DDONAHOE@CPASURVEY.COM

**SKETCH AND DESCRIPTION  
SE CORNER BUILDING AREA  
774-778 NW 57th COURT  
FORT LAUDERDALE, FL  
SHEET 1 OF 2 SHEETS**



**LEGAL DESCRIPTION:**

*A portion of the right-of-way for 10-foot Alley and 20-foot Alley, Southeasterly of Lot 11, Block 3, POWERLINE INDUSTRIAL MALL, according to the plat thereof, as recorded in Plat Book 58, Page 27, of the public records of Broward County, Florida, more fully described as follows:*

*Commencing at the Southwest corner of said Lot 11; thence North 88°41'48" East, on the South line of said Lot 11, a distance of 64.42 feet to a point of curve; thence Northeasterly on the Southeasterly line of said Lot 11, being a curve to the left, with a radius of 40.00 feet, a central angle of 47°32'24", an arc distance of 33.19 feet to the Point of Beginning; thence continuing Northeasterly on said Southeasterly line and on said curve to the left whose radius point bears North 48°50'36" West, with a radius of 40.00 feet, a central angle of 27°03'20", an arc distance of 18.89 feet; thence South 01°19'28" East, on the East face of an existing C.B.S. Building, a distance of 16.37 feet; thence South 88°40'30" West, on the South face of said existing C.B.S. Building a distance of 9.06 feet to the Point of Beginning*

*Said lands situate, lying and being in the City of Fort Lauderdale, Broward County, Florida and containing 60 square feet or 0.0014 acres more or less.*

**CERTIFICATION**

*Certified Correct. Dated at Fort Lauderdale, Florida this 27th day of June, 2024.*

**NOTES:**

- 1) This sketch reflects all easements and rights-of-way, as shown on above referenced record plat(s). The subject property was not abstracted for other easements, road reservations or rights-of-way of record by Control Point Associates, FL, LLC.
- 2) Legal description prepared by Control Point Associates, FL, LLC.
- 3) This drawing is not valid unless sealed with an appropriate surveyors seal.
- 4) THIS IS NOT A BOUNDARY SURVEY.
- 5) Bearings shown assume the South line of Lot 11, as North 88°41'48" East.

**CONTROL POINT ASSOCIATES FL, LLC.**

**JERALD A. McLAUGHLIN**  
Registered Land Surveyor No. LS5269  
State of Florida.

FIELD BOOK NO. \_\_\_\_\_

DRAWN BY: JMMjr

JOB ORDER NO. 15-240251-00

CHECKED BY: \_\_\_\_\_

C: \JMMjr\2024\15-240251-00 (SKETCHES)



CONTROL POINT ASSOCIATES, FL, LLC.  
LB #8137

TRADITIONAL METHODS / MODERN APPROACHES  
1700 N.W. 64th STREET #400, FORT LAUDERDALE, FLORIDA 33309  
PHONE: (954) 763-7611 \* EMAIL: DDONAHOE@CPASURVEY.COM

SCALE 1" = 10'

SKETCH AND DESCRIPTION  
SE CORNER BUILDING AREA  
774-778 NW 57th COURT  
FORT LAUDERDALE, FL

ABBREVIATED LEGAL DESCRIPTION:

A portion of the right-of-way for 10-foot Alley and 20-foot Alley, Southeasterly of Lot 11, Block 3, POWERLINE INDUSTRIAL MALL, according to the plat thereof, as recorded in Plat Book 58, Page 27, of the public records of Broward County, Florida, more fully described on Sheet 1 of 2 Sheets.

LOT 11, BLOCK 3  
POWERLINE INDUSTRIAL MALL  
(P.B. 58, PG. 37, B.C.R.)

ONE STORY C.B.S.  
COMMERCIAL BUILDING

ONE STORY C.B.S.  
COMMERCIAL BUILDING

EAST LINE, LOT 11  
20' PLATTED ALLEY

$\Delta=27^{\circ}03'20''$   
 $R=40.00'$   
 $A=18.89'$

(RADIAL)  
 $N48^{\circ}50'36''W$

16.37'  
 $S01^{\circ}19'28''E$

POINT OF BEGINNING

9.06'  
 $S88^{\circ}40'30''W$

POINT OF COMMENCEMENT  
SW CORNER, LOT 11

$N88^{\circ}41'48''E$

64.42'

S. LINE, LOT 11

10' PLATTED ALLEY

SE LINE,  
LOT 11

$\Delta=47^{\circ}32'24''$   
 $R=40.00'$   
 $A=33.19'$

SE BUILDING  
AREA  
(60 SQ. FT.)

NOTES:

LEGEND:

B.C.R.= BROWARD COUNTY  
RECORDS  
P.B.= PLAT BOOK  
PG.= PAGE

- 1) This sketch reflects all easements and rights-of-way, as shown on above referenced record plat(s). The subject property was not abstracted for other easements, road reservations or rights-of-way of record by Control Point Associates, FL, LLC.
- 2) Legal description prepared by Control Point Associates, FL, LLC.
- 3) This drawing is not valid unless sealed with an appropriate surveyors seal.
- 4) THIS IS NOT A BOUNDARY SURVEY.
- 5) Bearings shown assume the South line of Lot 11, as North  $88^{\circ}41'48''$  East.

FIELD BOOK NO. \_\_\_\_\_

DRAWN BY: JMMjr

JOB ORDER NO. 15-240251-00

CHECKED BY: \_\_\_\_\_

C: JMMjr/2024/15-240251-00 (SKETCHES)

**AFFIDAVIT  
PURSUANT TO  
FLA. STAT. SEC. 787.06**

The undersigned, on behalf of CHEVALIER ENTERPRISES, LLC, a Florida limited liability company, ("Nongovernmental Entity"), under penalty of perjury, hereby deposes and says:

1. My name is JEFFERSON KNIGHT.
2. I am the Manager and authorized representative of the Nongovernmental Entity.
3. I attest that the Nongovernmental Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes (2023), as may be amended or revised.

Under penalties of perjury, I declare I have read the foregoing Affidavit and that the facts stated are true.

Name of Officer: Jefferson Knight Title: Manager

Signature of Officer: \_\_\_\_\_

Office Address: 9655 South Dixie Highway, Suite 300, Miami FL 33156

Email Address: knightlaw@mac.com

Main Phone Number: 305-606-8722

FEIN No. 47-1637478

FURTHER AFFIANT SAYETH NAUGHT.

\_\_\_\_\_  
Jefferson Knight, Manager  
Chevalier Enterprises LLC

IN WITNESS WHEREOF, Mr. Jefferson Knight, who presented for my inspection his Florida Driver's License, by which means he verified his identity to me, after taking an Oath and being Sworn, stated that all facts stated in the foregoing Affidavit are true, and he executed the Affidavit in my presence in Miami-Dade County on this 6th day of August, 2024.

\_\_\_\_\_  
Notary Public, State of Florida

SEAL:



**FRANK PADRON**  
Commission # HH 472545  
Expires March 16, 2028