

Return To:  
Broward County Highway Construction  
Engineering Division  
1 North University Drive, Suite 300B  
Plantation, FL 33324-2038

Document prepared by:  
Ann DeVeaux  
KEITH  
301 E Atlantic Boulevard  
Pompano Beach, FL 33060

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## INSTALLATION OF REQUIRED IMPROVEMENTS AGREEMENT

This Agreement is made and entered into by and between: Broward County, a political subdivision of the state of Florida, hereinafter referred to as "County," and the City of Fort Lauderdale, a municipal corporation, created and existing under the laws of the State of Florida, its successors and assigns, hereinafter referred to as "City" (each a "Party" collectively the "Parties").

### Recitals

1. City's project is known as Fort Lauderdale Police Headquarters Plat, Urban Planning Division File No. 022-MP-22, hereinafter referred to as the "Project," a legal description of which is attached hereto as Exhibit "A" and made a part hereof.
2. Project was approved by the Board of County Commissioners of Broward County on May 2, 2023, subject to certain conditions to ensure the protection of the public health and safety, and one of the conditions imposed at the time of approval was the construction of certain road improvements.
3. The Parties desire to enter into this Agreement to provide for the construction, funding and security for the required improvements as described in Exhibit "B" attached hereto and made a part hereof.

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

1. The above recitals and representations are true and correct and are incorporated herein.

2. INSTALLATION OF REQUIRED IMPROVEMENTS.

(a) City agrees to and shall construct the improvements described in the attached Exhibit "B," hereinafter referred to as the "Improvements." Said Improvements shall be constructed in accordance with the schedule set out in Exhibit "B."

(b) The Improvements described in Exhibit "B" shall be installed in accordance with applicable County, City, or State of Florida, Department of Transportation standards and specifications and in accordance with the Development Review Report for the Project. The construction plans for the Improvements, including pavement marking and signing plans, shall be submitted to County for review. The construction plans for the Improvements must be approved by County prior to the commencement of construction. Construction shall be subject to inspection and approval by County. Pavement marking and signing shall be provided for all of the Improvements and shall be subject to review, field inspections and final approval by the Broward County Traffic Engineering Division, which Improvements shall be consistent with the previously approved plans.

(c) City agrees not to issue any certificates of occupancy within the Project prior to completion of the "Improvements" according to the schedule set forth in Exhibit "B." If the property is located within the unincorporated area, County shall not issue any certificates of occupancy within the Project prior to completion of the "Improvements" according to the schedule set forth in Exhibit "B."

(d) City agrees to notify County of acceptance of Improvements by permitting authority if such permitting authority is other than County.

3. City understands and agrees that it is City's responsibility to complete the Improvements described in Exhibit "B" and that all costs relating to the installation of the Improvements will be borne by City.

4. SECURITY AND DEFAULT.

(a) Prior to City recording the plat or any agreements which were conditions of approval for the Project, City shall provide County with a certified Resolution, duly adopted by City which guarantees City's performance of the construction obligations set forth in this Agreement in the total amount of \$66,000.

(b) City is a governmental agency and is not required to provide County with security such as a cash bond or irrevocable letter of credit, which guarantees City's performance of the construction obligations set forth in this Agreement. However, in the event that City conveys, assigns, leases, or otherwise grants any interest in the Project to another party prior to completion of the Improvements described in Exhibit "B," then City shall require such party to enter into an agreement and deliver security, such as a cash bond or irrevocable letter of credit, in a form acceptable to County, which guarantees performance of the construction obligations, or any part thereof, as set forth in this Agreement

(c) City agrees not to obtain or issue any certificates of occupancy prior to completion of the applicable Improvements as set forth in Exhibit "B."

(d) In the event that City's Resolution securing the Improvements is repealed or is disaffirmed, County shall send notice to City according to the notice provisions of this Agreement and City shall have one (1) month from the date of such notice to provide substitute security in a form acceptable to County. If City fails to provide acceptable substitute security, County may declare a default under this Agreement.

5. Upon the completion of one or more of the road Improvements specified in Exhibit "B," City may request a partial release of security from County. City shall submit a sealed certification by a Registered Engineer of the work completed, and a cost estimate of the remaining roadway Improvements to be completed based upon the current approved County unit prices. Upon acceptance by County of said certification and cost estimate, and payment by City of any applicable fee, County shall release that portion of the security, if any, which is in excess of the cost of the remaining road Improvements. Final release of the full security is subject to the standard County maintenance period of one (1) year from the date of completion of all of the Improvements specified on Exhibit "B," for roadways subject to County permit jurisdiction. Prior to release of any security held by County for Improvements which are under the permit jurisdiction of other governmental agencies, City shall submit documentation from the permit agency officially accepting the Improvements and consenting to the release of security.

6. City agrees that the construction contract(s) for the Improvements shall:

(a) Indemnify, hold harmless and, at County Attorney's option, defend or pay for an attorney selected by County Attorney to defend County, its officers agents, servants, and employees against any and all claims,

losses, liabilities, and expenditures of any kind, including attorney fees, court costs, and expenses, caused by negligent act or omission of contractor or subcontractor, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Agreement including, without limitation, any and all claims, demands, or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. The provisions of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by Director of the Broward County Highway Construction and Engineering Division and County Attorney, any sums due City under this Agreement may be retained by County until all of County's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by County.

(b) In order to insure the indemnification obligation contained above, City's contractor shall, as a minimum, provide, pay for, and maintain in force at all times during the term of this Agreement (unless otherwise provided), the insurance coverages set forth below, in accordance with the terms and conditions required by this section.

(c) Such policy or policies shall be without any deductible amount and shall be issued by United States Treasury approved companies authorized to do business in the state of Florida, and having agents upon whom service of process may be made in Broward County, Florida. City's contractor shall specifically protect County and the Broward County Board of County Commissioners by naming County and the Broward County Board of County Commissioners as additional insureds.

(d) Comprehensive General Liability Insurance. A Comprehensive General Liability Insurance Policy with minimum limits of Five Hundred Thousand Dollars (\$500,000.00) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include:

Premises and/or operations.

Independent contractors.

Products and/or completed operations for contracts.

Broad Form Contractual Coverage applicable to this specific contract, including any hold harmless and/or indemnification agreement.

Personal Injury Coverage with Employee and Contractual Exclusions removed, with minimum limits of coverage equal to those required for Bodily Injury Liability and Property Damage Liability.

Underground coverages.

(e) Business Automobile Liability Insurance. Business Automobile Liability Insurance with minimum limits of Three Hundred Thousand Dollars (\$300,000.00) per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include:

Owned vehicles.

Hired and non-owned vehicles.

Employers' non-ownership.

(f) Workers' Compensation Insurance. Workers' Compensation insurance to apply for all employees in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws. In addition, the policy(ies) must include:

Employers' Liability with a limit of One Hundred Thousand Dollars (\$100,000.00) each accident.

(g) City's contractor shall furnish to the Broward County Highway Construction and Engineering Division Certificates of Insurance or endorsements evidencing the insurance coverages specified by this Article prior to beginning performance of work under this Agreement. The required Certificates of Insurance shall name the types of policies provided, refer specifically to this Agreement, and state that such insurance is as required by this Agreement.

(h) Coverage is not to cease and is to remain in force (subject to cancellation notice) until all performance required of City is completed. All policies must be endorsed to provide County with at least thirty (30) days' notice of cancellation and/or restriction. If any of the insurance coverages

will expire prior to the completion of the work, copies of renewal policies shall be furnished at least thirty (30) days' prior to the date of their expiration.

7. County agrees that this Agreement satisfies the requirements of the Broward County Land Development Code, that City install all required Improvements prior to issuance of a development order or enter into an agreement to provide for installation of the required Improvements within a reasonable period of time or before issuance of building permits or certificates of occupancy, as required by the Board of County Commissioners. Upon official acceptance of the Improvements by the applicable road construction permitting agency, the local government may issue certificates of occupancy for parcels or portions of the Project according to the schedule set forth in Exhibit "B."
8. NOTICE. Whenever any of the Parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the Party for whom it is intended at the place last specified; the place for giving of notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

For County:

Director of the Broward County Highway Construction and Engineering Division  
1 North University Drive, Suite 300B  
Plantation, FL 33324-2038

For City:

Director of Public Works  
City of Fort Lauderdale  
100 N. Andrews Avenue  
Fort Lauderdale, FL 33311

9. RELEASE. When all of the obligations attributable to a specific phase of the Project, as set forth in Exhibit "B," or all of the obligations under this Agreement are fully paid and performed, at the request of City or its successor and upon payment of any applicable fees, County shall cause a partial release to be recorded in the Official Records of Broward County, Florida evidencing such performance. To the extent that the obligations set forth herein are divisible and attributable to a specific parcel or portion of the Project, County may grant a partial release of this Agreement for a specific parcel or portion of the Project for which this road impact obligation has been satisfied.

10. RECORDATION. City agrees that this Agreement shall be recorded in the Official Records of Broward County, Florida, against the property described in Exhibit "A" to put subsequent purchasers, grantees, heirs, successors and assigns of any interest in such property on notice of the obligations set forth herein, which shall run with the property until fully performed. However, the amount set forth in paragraph 4.(a) above shall not constitute a lien on the property.
11. VENUE; CHOICE OF LAW. Any controversies or legal issues arising out of this 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, the venue site and shall be governed by the laws of the State of Florida.
12. CAPTIONS AND PARAGRAPH HEADINGS. Captions and paragraph headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope or intent of this Agreement, nor the intent of any provisions hereof.
13. NO WAIVER. No waiver of any provision of this Agreement shall be effective unless it is in writing, signed by the Party against whom it is asserted, and any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver.
14. EXHIBITS. All Exhibits attached hereto contain additional terms of this Agreement and are incorporated herein by reference. Typewritten or handwritten provisions inserted in this Agreement or attached hereto shall control all printed provisions in conflict therewith.
15. FURTHER ASSURANCES. The Parties hereby agree to execute, acknowledge and deliver and cause to be done, executed, acknowledged and delivered all further assurances and to perform such acts as shall reasonably be requested of them in order to carry out this Agreement.
16. ASSIGNMENT AND ASSUMPTION. City may assign all or any portion of its obligations pursuant to this Agreement to a grantee of the fee title to all or any portion of the property described in Exhibit "A." City agrees that any assignment shall contain a provision which clearly states that such assignment is subject to the obligations of this Agreement.
17. AMENDMENTS. 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 County and City.

[The remainder of this page is 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 its Mayor or Vice-Mayor, authorized to execute same by Board action on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, and \_\_\_\_\_, signing by and through its \_\_\_\_\_, duly authorized to execute the same.

**County**

ATTEST:

Broward County, by and through  
its Board of County Commissioners

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

By: \_\_\_\_\_  
(Signature) Mayor  
\_\_\_\_ of \_\_\_\_\_ 20 \_\_

Approved as to form by  
Andrew J. Meyers  
Broward County Attorney  
Governmental Center, Suite 423  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301  
Telephone: (954) 357-7600  
Telecopier: (954) 357-7641

By: \_\_\_\_\_  
Assistant County Attorney (Date)

**City**

City of Fort Lauderdale

By: \_\_\_\_\_  
Mayor  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

ATTEST:

\_\_\_\_\_  
City Clerk

By: \_\_\_\_\_  
City Manager  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

APPROVED AS TO FORM:

By: \_\_\_\_\_  
City Attorney

## **Exhibit "A"**

### **Legal Description**

LOTS 1, 2, 3 AND 4, BLOCK 125, WAVERLY PLACE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 19, PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; SAID LANDS SITUATE, LYING AND BEING IN BROWARD COUNTY, FLORIDA. PURSUANT TO FINAL ORDER OF TAKING ENTERED IN CITY OF FORT LAUDERDALE, ET AL., V. SWEET MORNINGS, LLC ET AL., CASE NO. CASE 21011148, IN AND FOR THE CIRCUIT COURT OF THE 17th JUDICIAL CIRCUIT IN AND FOR BROWARD COUNTY, FLORIDA AS RECORDED ON JANUARY 18, 2022, UNDER INSTRUMENT NO. 117873323 OF THE PUBLIC RECORDS OF BROWARD COUNTY; FLORIDA.

TOGETHER WITH:

N 855 FEET OF LOT 7 LESS RD, N 900 FEET OF LOT 8 LESS RD, & N 850 FEET OF LOT 9 LESS RD, VALENTINES SUBDIVISION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK B, PAGE 29 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, TOGETHER WITH BLOCKS 117 AND 118 AND LOTS 5 TO 28 BLOCK 125 OF WAVERLY PLACE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGE 19, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; SAID LANDS LYING AND BEING IN BROWARD COUNTY, FLORIDA.

LESS AND EXCEPT

THE NORTH 14.25 FEET OF LOT 24, BLOCK 125, WAVERLY PLACE, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGE 19, PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, SAID LANDS LYING AND BEING IN BROWARD COUNTY, FLORIDA. SEE ORDER OF TAKING, DIVISION OF ADMINISTRATION, STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION V. RON M. BRACEY, JR., ET AL., CASE NO. 78-8810, IN THE CIRCUIT COURT IN AND FOR BROWARD COUNTY, FLORIDA.

THE NORTH 14.19 FEET OF LOT 17 AND NORTH 14.2 (ILLEGIBLE) OF LOT 18, BLOCK 125, WAVERLY PLACE, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGE 19, PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, SAID LANDS LYING AND BEING IN BROWARD COUNTY, FLORIDA AND AS RECORDED DEED BOOK 790, PAGE 261.

THE NORTH 14.25 FEET OF LOTS 20 AND 21, BLOCK 125, WAVERLY PLACE, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGE 19, PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, SAID LANDS LYING AND

BEING IN BROWARD COUNTY, FLORIDA AND RECORDED IN DEED BOOK 790, PAGE 227.

THE NORTH 14.23 FEET OF LOT 19, BLOCK 125, WAVERLY PLACE, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGE 19, PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, SAID LANDS LYING AND BEING IN BROWARD COUNTY, FLORIDA AND AS RECORDED IN DEED BOOK 790, PAGE 267.

THE NORTH 14.33 FEET OF LOT 25 AND THE NORTH 14.35 FEET OF LOTS 26, 27 AND 28, BLOCK 125, WAVERLY PLACE, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGE 19, PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, SAID LANDS LYING AND BEING IN BROWARD COUNTY, FLORIDA AND AS RECORDED IN DEED BOOK 790, PAGE 303. (NOTE: IN 1978, MINNIE LEE WRIGHT, WIDOW OF F.G. WRIGHT, CONVEYED THE SAME PARCELS TO THE STATE OF FLORIDA IN OFFICIAL RECORDS BOOK 7575, PAGE 733

THE NORTH 14.27 FEET OF LOT 22 AND THE NORTH 14.29 OF LOT 23, BLOCK 125, WAVERLY PLACE, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGE 19, PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, SAID LANDS LYING AND BEING IN BROWARD COUNTY, FLORIDA AND AS RECORDED IN DEED BOOK 790, PAGE 317.

THE NORTH 14 (ILLEGIBLE). FEET OF LOT 15 AND THE (ILLEGIBLE) OF LOT 16, BLOCK 125, WAVERLY PLACE, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGE 19, PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, SAID LANDS LYING AND BEING IN BROWARD COUNTY, FLORIDA AND AS RECORDED IN DEED BOOK 790, PAGE 287.

TOGETHER WITH:

THAT 10 FOOT ALLEY ABUTTING LOTS 5 THROUGH 24, INCLUSIVE, BLOCK 125, WAVERLY PLACE, AS RECORDED IN PLAT BOOK 2, PAGE 19, PUBLIC RECORDS OF DADE COUNTY, FLORIDA, SAID LANDS LYING AND BEING IN BROWARD COUNTY, FLORIDA. SAID ALLEY WAS VACATED PURSUANT TO ORDINANCE NO. 86-21 AND RECORDED IN OFFICIAL RECORDS BOOK 13309, PAGE 543 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

TOGETHER WITH:

A PORTION OF SW FIRST STREET (WHICH I ASSUME IS FLORIDA STREET) LYING 100 FEET WEST OF SW 12th AVENUE AND DESCRIBED AS THAT RIGHT OF WAY LYING BETWEEN LOTS 15 THROUGH 24, BLOCK 118, INCLUSIVE AND LOTS 5 THOUGH 14, INCLUSIVE, BLOCK 125, WAVERLY PLACE, AS RECORDED IN PLAT

BOOK 2, PAGE 19, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, SAID LANDS LYING AND BEING IN BROWARD COUNTY, FLORIDA. SAID RIGHT OF WAY WAS VACATED PURSUANT TO ORDINANCE NO. 86-22 AND RECORDED IN OFFICIAL RECORDS BOOK 13309, PAGE 545 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA

TOGETHER WITH:

THAT 10 FOOT ALLEY, BLOCK 118, WAVERLY PLACE, AS RECORDED IN PLAT BOOK 2, PAGE 19, PUBLIC RECORDS OF DADE COUNTY, FLORIDA, SAID LANDS LYING AND BEING IN BROWARD COUNTY, FLORIDA. SAID ALLEY WAS VACATED PURSUANT TO ORDINANCE NO. 86-23 AND RECORDED IN OFFICIAL RECORDS BOOK 13309, PAGE 547 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

TOGETHER WITH:

A PORTION OF SW 2ND STREET (WHICH I ASSUME IS NORTH 3rd STREET) WEST OF SW 12th AVENUE AND DESCRIBED AS THAT DEDICATED RIGHT OF WAY LYING BETWEEN LOTS 15 THROUGH 28, INCLUSIVE BLOCK 117, AND LOTS 1 THROUGH 14, INCLUSIVE BLOCK 118 WAVERLY PLACE, AS RECORDED IN PLAT BOOK 2, PAGE 19, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, SAID LANDS LYING AND BEING IN BROWARD COUNTY, FLORIDA. SAID RIGHT OF WAY WAS VACATED PURSUANT TO ORDINANCE NO. 86-19 AND RECORDED IN OFFICIAL RECORDS BOOK 13309, PAGE 541 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

TOGETHER WITH:

THAT 10 FOOT ALLEY, BLOCK 117, WAVERLY PLACE, AS RECORDED IN PLAT BOOK 2, PAGE 19, PUBLIC RECORDS OF DADE COUNTY, FLORIDA, SAID LANDS LYING AND BEING IN BROWARD COUNTY, FLORIDA. SAID ALLEY WAS VACATED PURSUANT TO ORDINANCE NO. 86-20 AND RECORDED IN OFFICIAL RECORDS BOOK 13309, PAGE 627 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

TOGETHER WITH:

A PORTION OF SW 1ST STREET WEST OF SW 12TH AVENUE AND DESCRIBED AS THAT DEDICATED RIGHT OF WAY LYING BETWEEN LOTS 1 THROUGH 4, INCLUSIVE BLOCK 125, AND LOTS 25 THROUGH 28, INCLUSIVE BLOCK 118 WAVERLY PLACE, AS RECORDED IN PLAT BOOK 2, PAGE 19, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, SAID LANDS LYING AND BEING IN BROWARD COUNTY, FLORIDA. SAID RIGHT OF WAY WAS VACATED PURSUANT

TO ORDINANCE NO. C-22-24 AND RECORDED IN INSTRUMENT NUMBER 118405909 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

TOGETHER WITH:

THAT 10 FOOT ALLEY, LYING BETWEEN LOTS 1 THROUGH 4 AND LOTS 25 THROUGH 28, BLOCK 125, WAVERLY PLACE, AS RECORDED IN PLAT BOOK 2, PAGE 19, PUBLIC RECORDS OF DADE COUNTY, FLORIDA, SAID LANDS LYING AND BEING IN BROWARD COUNTY, FLORIDA. SAID ALLEY WAS VACATED PURSUANT TO ORDINANCE NO. C-22-25 AND RECORDED IN INSTRUMENT NUMBER 118405912 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

ALSO DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID BLOCK 117, WAVERLY PLACE: THENCE SOUTH  $88^{\circ}00'53''$  WEST ALONG THE SOUTH LINE OF SAID BLOCK 117, A DISTANCE OF 350.79 FEET TO A POINT ON THE WEST LINE OF SAID BLOCK 117 AND A POINT ON THE EAST LINE OF SAID LOT 9, W.C. VALENTINES SUBDIVISION; THENCE NORTH  $01^{\circ}57'46''$  WEST ALONG SAID EAST LINE OF LOT 9, A DISTANCE OF 10.00 FEET; THENCE SOUTH  $88^{\circ}00'53''$  WEST ALONG THE SOUTH LINE OF THE NORTH 850.00 FEET OF SAID LOT 9, A DISTANCE OF 209.00 FEET TO A POINT ON THE EAST LINE OF SAID LOT 8, W.C. VALENTINES SUBDIVISION; THENCE SOUTH  $01^{\circ}57'46''$  EAST ALONG SAID EAST LINE, A DISTANCE OF 50.00 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 900.00 FEET OF SAID LOT 8; THENCE SOUTH  $88^{\circ}00'53''$  WEST ALONG SAID SOUTH LINE, A DISTANCE OF 209.00 FEET TO A POINT ON THE EAST LINE OF SAID LOT 7, W.C. VALENTINES SUBDIVISION; THENCE NORTH  $01^{\circ}57'46''$  WEST ALONG SAID EAST LINE, A DISTANCE OF 45.00 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 855.00 FEET OF SAID LOT 7; THENCE SOUTH  $88^{\circ}00'53''$  WEST ALONG SAID SOUTH LINE, A DISTANCE OF 208.26 FEET TO A POINT ON WEST LINE OF SAID LOT 7; THENCE NORTH  $02^{\circ}05'07''$  WEST ALONG SAID WEST LINE, A DISTANCE OF 795.91 FEET; THENCE NORTH  $88^{\circ}01'11''$  EAST, A DISTANCE 25.00 FEET; THENCE NORTH  $42^{\circ}57'35''$  EAST, A DISTANCE OF 34.68 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF WEST BROWARD BOULEVARD, AS SHOWN ON SAID RIGHT OF WAY MAP SECTION 86006-2501; THENCE EASTERLY ALONG SAID SOUTH RIGHT-OF-WAY LINE THE FOLLOWING NINE (9) COURSES AND DISTANCES; THENCE NORTH  $88^{\circ}01'11''$  EAST, A DISTANCE OF 150.97 FEET TO A POINT OF CURVATURE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 9.50 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF  $90^{\circ}00'00''$ , FOR A DISTANCE OF 14.92 FEET TO A POINT OF TANGENCY AND A POINT ON THE EAST LINE OF SAID LOT 7, W.C. VALENTINES SUBDIVISION; THENCE SOUTH  $01^{\circ}58'49''$  EAST, A DISTANCE OF 4.50 FEET; THENCE NORTH  $88^{\circ}01'11''$  EAST, A DISTANCE OF 44.50 FEET; THENCE NORTH  $01^{\circ}58'49''$  WEST, A DISTANCE OF 3.00 FEET; THENCE NORTH  $88^{\circ}01'11''$  EAST, A DISTANCE OF 60.00 FEET TO A POINT OF CURVATURE CONCAVE TO THE

NORTHWEST, HAVING A RADIUS OF 107.00 FEET; THENCE EASTERLY AND NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 19°05'28", FOR A DISTANCE OF 35.65 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE HAVING A RADIUS OF 93.00 FEET; THENCE NORTHEASTERLY AND EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 19°05'28", FOR A DISTANCE OF 30.99 FEET TO A POINT OF TANGENCY; THENCE NORTH 88°01'11" EAST, FOR A DISTANCE OF 597.64 FEET TO THE TERMINATION OF SAID NINE (9) COURSES AND DISTANCES AND A POINT ON THE EAST LINE OF SAID BLOCK 125, WAVERLY PLACE; THENCE SOUTH 02°02'58" EAST ALONG SAID EAST LINE AND IT'S SOUTHERLY EXTENSION THEREOF AND THE EAST LINES OF BLOCKS 117 & 118 AND THEIR SOUTHERLY EXTENSIONS THEREOF, FOR A DISTANCE OF 825.37 FEET TO THE POINT OF BEGINNING.

SAID LANDS LYING AND SITUATED IN THE CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA, AND CONTAINING 809,327 SQUARE FEET (18.579 ACRES) MORE OR LESS.

## **Exhibit "B"**

### **List of Improvements and Schedule**

<u>Road Improvement</u>	<u>Completion Date</u>
TRAFFICWAYS AND IMPROVEMENTS (Secure and Construct)	Prior to issuance of Certificates of Occupancy
9 The removal of all existing driveways in locations not consistent with approved openings in the non-vehicular access line and the construction of curb, gutter, and sidewalk in these openings when necessary to complete the required improvement.	
TURN LANE IMPROVEMENTS (Secure and Construct)	Prior to issuance of Certificates of Occupancy
10 Eastbound combination bus bay/right turn lane on Broward Boulevard at the 24-foot opening with 290 feet of storage and 50 feet of transition.	
SIDEWALK REQUIREMENTS (Secure and Construct)	Prior to issuance of Certificates of Occupancy
11 Along Broward Boulevard adjacent to this plat.	
PAVEMENT MARKINGS AND SIGNS (Secure and Construct)	Prior to issuance of Certificates of Occupancy



12 Construction of the required improvements shall include installation of signs and thermoplastic pavement markings. Pavement markings and signs shall be designed, fabricated, and installed in accordance with Traffic Engineering Division standards. The minimum-security amount for pavement markings and signs is \$1,000.